

BID PACKAGE
FOR
WHISKEY ISLAND

STATE PROJECT NO: TE-27
FEDERAL PROJECT NO: PTE-15bii

VEGETATION PLANTINGS

TERREBONNE PARISH, LOUISIANA



AUGUST 1998

LOUISIANA DEPARTMENT OF
NATURAL RESOURCES
COASTAL RESTORATION DIVISION
ENGINEERING SECTION

AND

U.S. ENVIRONMENTAL PROTECTION AGENCY

WHISKEY ISLAND

**STATE PROJECT NO: TE- 27
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VEGETATIVE PLANTING

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WHISKEY ISLAND

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LOUISIANA DEPARTMENT OF NATURAL RESOURCE

U.S. ENVIRONMENTAL PROTECTION AGENCY

SCHEDULE OF BID ITEMS

BASE BID ITEM NO.	APPROXIMATE QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	AMOUNT
1.	Lump Sum	The planting, fertilizing, and anchoring of 14,200 smooth cordgrass and the planting and fertilizing of 9,333 marshhay cordgrass, 9,333 bitter panicum grass, and 1,625 black mangrove. The price includes mobilization, material, plants transportation, demobilization and labor to complete the project @ _____ dollars and _____ cents.	_____

Bidders submitting proposals on this contract must complete the Schedule of Bid Items for both the Base Bid and the Additive Alternate Bid. Determination of the low bidder will be based on the basis of the sum of the Base Bid.

ADDITIVE ALTERNATE BID

This bid item is for the cost per plant for marshhay cordgrass. This item will be utilized for any remaining funds available after bid item No. 1.

ITEM NO.	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE
2.	The planting and fertilizing of marshhay cordgrass. The price includes mobilization, plants, material, transportation, labor, and demobilization @ _____ dollars and _____ cents per plant.	_____

FEDERAL REQUIREMENTS

NOTE: All bids must be accompanied by Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements and Certification of Bidder Regarding Equal Employment Opportunity.

FEDERAL REQUIREMENTS

To meet the requirements of the federal funding agency for this project, the U.S. Department of Commerce, the contractor and subcontractors employed in the completion of the project must comply with all applicable Federal, State, Territorial, and Local laws, and in particular the following Federal Public Laws, the regulations issued thereunder, and Executive Orders and Office on Management and Budget (OMB) Circulars:

- a. The Davis-Bacon Act as amended (40 U.S.C. 276a to 276a (5); 42 U.S.C. 3222);
- b. The Contract Work Hours Standards Act, as amended (40 U.S.C. 327-333);
- c. The Copeland "Anti-Kickback" Act, as amended (40 U.S.C. 276 (c); 18 U.S.C. 874);
- d. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); Executive Orders 11114, 11246, and 11375; 13 CFR Part 311 imposing civil rights requirements on recipients; regulations issued pursuant to the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.); 15 CFR Part 20; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the implementing regulations of the Department of Commerce in 15 CFR 8b, prohibiting discrimination against and providing fair equitable treatment of the handicapped under programs or activities receiving Federal financial assistance; and such other civil rights legislation as is applicable;
- e. The Clean Air Act, as amended (42 U.S.C. 7401, et seq.);
- f. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.);
- g. The Endangered Species Act, as amended (16 U.S.C. 1531, et seq.);
- h. The Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451, et seq.);
- i. The Safe Drinking Water Act of 1972, as amended (42 U.S.C. 300f-j9);
- j. The Energy Conservation and Production Act (applicable to construction of new residential and commercial structures) (42 U.S.C. 6801, et seq.);
- k. The Wild and Scenic Rivers Act, as amended (16 U.S.C. 1271, et seq.);
- l. The Historical and Archeological Data Preservation Act, as amended (16 U.S.C. 469a, et seq.);
- m. Executive Order 11990, Protection of Wetlands, May 24, 1977;
- n. P.L. 90-480, as amended (42 U.S.C. 4151, et seq.), and the regulations issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or that may result in the employment of handicapped persons therein;

- o. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended (42 U.S.C. 4601, et seq.); and 15 CFR Part 11;
- p. The Flood Disaster Protection Act of 1973, P.L. 93-234, as amended (42 U.S.C. 4002, et seq.), and regulations and guidelines issued thereunder by the Federal Emergency Management Administration (FEMA);
- q. The National Environmental Policy Act of 1969 (P.L. 91-190); the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.); Executive Order 11593 of May 13, 1971, and all pertinent rules and regulations issued thereunder;
- r. The Lead-based Paint Poisoning Prevention Act of 1976, as amended (42 U.S.C. 6901);
- s. The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901);
- t. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.); and
- u. The Drug-Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D, and 15 CFR Part 26 (55 FR 21678, May 25, 1990) for projects approved on or after March 18, 1989. A Drug-Free Workplace Act certificate is required prior to award approval.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER *(include ZIP Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OR SIGNER *(Please type)*

SIGNATURE

DATE

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR *(include ZIP Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No None Required
4. Have you ever been or are you being considered for sanction due to violation to Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER *(Please type)*

SIGNATURE

DATE

**CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO: (Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agree to obtain and forward to the aforementioned recipient within ten days after the execution any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(If none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are *(If none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

_____ (Contractor)

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever.....makes, passes, utters or publishes any statement, knowing the same to be false.....shall be fined not more that \$5,000 or imprisoned not more than two years, or both.

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(If none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classification of all other building construction contractors in which the undersigned has a substantial interest are *(If none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)

(Signature)

(Typed Name and Title)

U. S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever.....makes, passes, utters or publishes any statement, knowing the same to be false.....shall be fined not more that \$5,000 or imprisoned not more than two years, or both."

Davis-Bacon Act Regulations: Part 5
Labor Standards Provisions, Title 29 CFR

5.5 Contract provisions and related matters.

(1) Minimum wages. (i) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers and mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The Owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The Owner shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

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(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is part of this contract: Provided, however, the Secretary of Labor has found, upon the written request of the contractor, that

the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The project's federal funding agency may withhold or cause to be withheld from the contractor so much of the accrued payments or advance as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the project's federal funding agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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(ii) The contractor will submit weekly a copy of all payrolls to the grantee if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the project's federal funding agency. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of

the contract available for inspection by authorized representatives of the project's federal funding agency and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

(4) Apprentices and trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate

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ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(ii) Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer

be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Regulations (29 CFR Part 3). The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Subcontracts. The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the project's federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into together with a clause requiring this insertion in any further subcontracts that may in turn be made.

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(7) Contract termination; debarment. A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(8) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(9) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (8), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (8), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (8).

(10) Withholding for unpaid wages and liquidated damages. The project's federal funding agency may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (9).

(11) Subcontracts. The contractor shall insert in any subcontract the clauses set forth in subparagraphs (8), (9) and (10) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

CONTRACTOR GUIDANCE - DAVIS-BACON ACT

TITLE 29.CODE OF FEDERAL REGULATIONS.SUBPART A: PARTS 3 & 5

Section 5.5(a)(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto will be maintained during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work in the construction or development of the projects. Such records will contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The contractor will submit weekly a copy of all payrolls to the Owner. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under the contract and the Copeland regulations of the Secretary of Labor (29 CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all sub-contractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the project's federal funding agency and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

Section 3.3 Weekly statement with respect to payment of wages. (b) Each contractor or sub-contractor engaged in the construction, prosecution, completion, or repair of any public building or public works, or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the

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preceding weekly payroll period. This statement shall be executed by the contractor or sub-contractor or by an authorized officer or employee of the contractor or sub-contractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (for Contractors Optional Use)" or on any form with identical wording.

Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

Contractors may order the above forms from:

Government Printing Office
Room 1C50
Federal Office Building
1100 Commerce Street
Dallas, Texas 75202

The Privacy Act of 1974 requires that the Department of Labor provide the following statements to each individual from whom it requests information:

1. The authority which authorizes the solicitation of this information is found in Section 11(a) of the Fair Labor Standards Act of 1938, as amended, and/or (where applicable) Sec. 7 of the Farm Labor Contractor Registration Act, Sec. 4 of the Public Contracts Act, Sec 3(b) of the Service Contract Act, Sec. 7(a) of the Age Discrimination in Employment Act, Sec. 306 of the Consumer Credit Protection Act and under the Reorganization Plan Number 14 of 1950 (15 F.R. 3175; 64 Stat. 1267) with regard to Davis-Bacon and Related Acts and the Contract Work Hours and Safety Standards Act. The statement of compliance is required under DBRA.
2. The Form WH 347, weekly payroll report, is provided as a convenience to contractors and subcontractors who are required to submit weekly payrolls.
3. Information from Form WH 347 may be used in the course of presenting evidence to a court or administrative tribunal or in the course of settlement negotiations.

With the exception of social security numbers, failure to provide the information is a violation of Davis-Bacon and Related Acts and the terms of your contract. This can result in enforcement sanctions.

Date _____
 I, _____ (Name of signatory party) _____ (Title)
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
 (Contractor or subcontractor) on the _____ (Building or work)
 _____; that during the payroll period commencing on the _____

day of _____ 19____ and ending the _____ day of _____ 19____
 all persons employed on said project have been paid the full weekly wages earned, that no rebates
 have been or will be made either directly or indirectly to or on behalf of said
 _____ (Contractor or subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly
 from the full wages earned by any person, other than permissible deductions as defined in
 Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
 amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 78 Stat. 357; 40 U.S.C. 276c), and described
 below:

(2) That any payrolls otherwise under this contract required to be submitted for the above
 period are correct and complete; that the wage rates for laborers or mechanics contained therein are
 not less than the applicable wage rates contained in any wage determination incorporated into the
 contract; that the classifications set forth therein for each laborer or mechanic conform with the work
 he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
 Apprenticeship and Training, United States Department of Labor, or if no such recognized agency
 exists in a State, are registered with the Bureau of Apprenticeship and Training, United States
 Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

—in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
 the above referenced payroll, payments of fringe benefits as listed in the contract

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have been or will be made to appropriate programs for the benefit of such employees,
 except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

—Each laborer or mechanic listed in the above referenced payroll has been paid, as
 indicated on the payroll, an amount not less than the sum of the applicable basic
 hourly wage rate plus the amount of the required fringe benefits as listed in the
 contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

NAME AND TITLE	SIGNATURE
THE WHILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CRIMINAL PROSECUTION. SEE SECTION 808 OF TITLE 18 AND SECTION 531 OF TITLE 31 OF THE UNITED STATES CODE.	

COUNTY(ies):
TERREBONNE

SULA2055A 04/04/1994

	Rates	Fringes
BRICKLAYERS	8.00	
CARPENTERS	7.54	
CEMENT MASONS	8.00	
LABORERS	5.15	
POWER EQUIPMENT OPERATORS:		
Backhoe	6.99	
Bulldozer	6.49	
Crane	7.50	
Concrete Batching Plant	6.50	
Oiler	5.50	
Trenching Machine	5.93	
TRUCK DRIVERS	5.15	

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
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that 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, D. C. 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, D. C. 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, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

WHISKEY ISLAND

STATE PROJECT NO: TE-27
FEDERAL PROJECT NO: PTE-15bii

PART I—GENERAL SPECIFICATIONS

1. Introduction

Whiskey Island is part of the Isle Dernieres barrier island chain which protects Louisiana's coastline and is located south of Cocodrie and Lake Pelto in Terrebonne Parish. The Louisiana Department of Natural Resources/Coastal Restoration Division (DNR/CRD) and the U.S. Environmental Protection Agency (EPA) are reconstructing Whiskey Island through the Coastal Wetlands Planning, Protection, and Restoration Act.

It is anticipated that by the fall of 1998, the construction will have been completed. Vegetation will be introduced to reduce island erosion. The method is to plant indigenous dune plants in a row and spur configuration as specified on the Typical Planting Section, Spurs and Rows Layout, and Planting Details Plans.

Under this proposal, the successful bidder shall locate, select, transport, and plant 14,200 smooth cordgrass (*Spartina alterniflora*) and 9,333 marshhay cordgrass (*Spartina patens*), 9,333 bitter panicum grass (*Panicum amarum*) and 1,625 black mangrove (*Avicennia germinans*) plants. Each plant will also need one Agriform fertilizer tablet as specified. The use of smooth cordgrass, marshhay cordgrass, bitter panicum, and black mangrove plants is based on the proposed elevation of Whiskey Island after construction. If necessary, modifications of plant types will be made after completion of construction.

The successful bidder will furnish all equipment, materials, and personnel necessary to meet the specifications. The island must be left clean upon completion of the project.

2. Work Location

Whiskey Island is located about 18 miles southwest of Cocodrie, Louisiana west of Trinity Island. It is the western most island of the Isle Dernieres barrier island chain. Whiskey Island is managed by the Louisiana Department of Wildlife and Fisheries (LDWF).

3. Mandatory Site Visit

A mandatory pre-bid site visit will be made to the project area. The time and date for the mandatory pre-bid site visit will be contained in the Bid Proposal Documents. All bidders must visit the proposed work site so they may understand the facilities, restrictions, and

difficulties, pertaining to the execution of the Contract. No one will be allowed any additional compensation for failing to be informed.

The Contractor must contact Kenneth Bahlinger of DNR/CRD a minimum of forty-eight (48) hours prior to site visit at (504) 342-7362 to confirm their attendance. Due to limited boat space, each Contractor may be limited to one or two people. If Contractor desires more personnel to participate in the site visit then he/she must provide their own boat for this mandatory site visit.

The Contractor must be aware that adverse weather conditions and low tides may restrict site access. The Contractor shall become familiar with these restrictions and will reflect the costs for the necessary equipment required to access the site and complete the work. No additional compensation will be allowed for difficult site access due to adverse weather and low tides.

4. Working Days

The Contractor shall have two hundred twenty five (225) calendar days to complete the project. Due to nesting of birds on the island, planting must be completed by May 15. A non-working day will be any day when adverse weather conditions or natural phenomena prevent Contractor and personnel to access the site. Sunrise/sunset times, tides, and weather conditions can be obtained from the National Weather Service. Adverse weather conditions and natural phenomena are considered any atmospheric or marine conditions that impede site access. The Contractor must use his/her own discretion in accessing the site under seemingly marginal or adverse conditions. Planting must be completed and the site must be clean by the date DNR/CRD accepts the work.

5. Copies of Plans Furnished

DNR/CRD will furnish three (3) sets (unless otherwise specified) of contract drawings and specifications to the Contractor without charge except applicable publications incorporated into the technical specifications by reference. Additional sets will be furnished on request at the cost of reproduction.

6. Cleaning Up

The Contractor shall always keep the premises free of waste material and debris. Before final acceptance of the work, the Contractor must remove all equipment, tools, surplus materials, and rubbish from the site. He/she shall leave the site clean, unless otherwise directed in writing by an authorized representative from the DNR/CRD.

7. Physical Data

Data and information furnished or referred to below is for the Contractor's information. DNR/CRD will not be responsible for any interpretation of or conclusion drawn from the data.

- a. Physical Conditions. The indicators of physical conditions on the plans and in the specifications are from aerial photographs.
- b. Weather Conditions. Weather condition information may be obtained from the National Weather Service.
- c. Transportation Facilities. The work site is accessible only by water or air transportation. The nearest dock is at Cocodrie, Louisiana.
- d. Existing Structures. The Contractor must be aware that oil platforms, oil pipelines, Coast Guard navigation aids, ship channels, and other existing structures may be in the work vicinity. The Contractor shall be required to conduct work so that these structures are not damaged. The drawings only indicate those existing structures that DNR/CRD was aware of when drawings were prepared. The DNR/CRD does not guarantee the accuracy or completeness of such information, and expressly disclaims all responsibility for accuracy and completeness. Contractor shall verify the location of all existing snow fencing, bird nesting habitat areas, utilities, towers, structures, oil platforms, navigation aids, pipelines, survey markers, etc., before beginning construction.

8. Obligations

- a. The Contractor shall furnish, at his own expense, all stakes, templets, platforms, equipment, tools, materials, and labor required to lay out any part of the work from the base lines and bench marks shown on the plans and located in the field. It will be the Contractor's responsibility to maintain and preserve all stakes and other marks unless authorized in writing to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced at DNR/CRD's discretion. Replacement expense will be deducted from any amounts due the Contractor. The DNR/CRD personnel may require that work be suspended at anytime when the Contractor's location and limit marks are not reasonably adequate to permit checking of the work.
- b. The Contractor shall employ sufficient qualified personnel experienced in the layout, location, spacing, planting, and any other work related to project requirements. It will be the Contractor's responsibility to supervise his personnel.

9. Record Drawings

The Contractor shall keep one record copy of the contract documents at the site in proper order and marked to show all changes made during construction. Before DNR/CRD accepts the work, the Contractor shall furnish DNR/CRD with this record copy. Any marking for changes, revisions, etc., will be in red non-erasable ink.

10. Utilities and Improvements

- a. Any unidentified pipes, or structures found within the work limits during planting will not be disturbed. Planting must halt at these locations unless and until approved by DNR/CRD.
- b. The Contractor shall cooperate with the authorities or company representatives and will conduct operations for minimum inconveniences to the owners of utilities.

11. Communications, Reports, and Records

- a. The Contractor shall submit an estimated progress schedule and a schedule of material compliance to DNR/CRD within fifteen (15) days after the notice to proceed for acceptability and approval, including those of Subcontractors, suppliers, and purchasing agents. Upon receipt of approval DNR/CRD shall be allowed a ten (10) day maximum return period for the processing and approval of the submittal.
- b. The Contractor shall furnish, in writing to DNR/CRD, within fifteen (15) days after the notice to proceed, the method(s) and list of equipment he/she shall utilize to ensure plants have adequate container/root moisture and retain stem and leaf rigidity at all times.
- c. The contractor shall furnish to DNR/CRD and EPA weekly reports of progress of the work including Contractors compliance with the approved progress schedule and current schedule of submittal.
- d. The Contractor shall call DNR/CRD personnel weekly to describe progress or immediately to discuss any problems. The schedule of phone calls will be coordinated with DNR/CRD before work begins.
- e. The Contractor shall keep photographs of planting progress. Contractor shall include before and after photographs. Photographs are to be taken weekly from all quadrants of the project and will include a minimum of thirty-six (36) slides.

- f. The Contractor shall keep a daily record of plantings and weather conditions (wind speed and direction, temperature, seas, sky conditions, and precipitation) which shall be included with the weekly reports of progress.

12. Mobilization and Demobilization

All costs associated with the mobilization and demobilization of all equipment must be included in the lump sum price. No compensation will be made for any remobilization that may be required because of inclement weather, or any other circumstance.

WHISKEY ISLAND PART II—PLANTING SPECIFICATIONS

13. General Description

The Contractor shall locate, select, transport, plant, and fertilize 14,200 one gallon containers of smooth cordgrass, 9,333 four (4") in. containers of marshhay cordgrass 9,333, four (4") in. containers of bitter panicum grass, and 1,625 black mangrove tube container or four (4") in. container plants as specified. The Contractor shall anchor the smooth cordgrass plants as specified. The Contractor shall provide all equipment, materials, labor, and personnel to complete the project. The use of smooth cordgrass, marshhay cordgrass, bitter panicum grass, and black mangrove plants is based on the proposed final elevation of Whiskey Island as indicated in the plans and specifications for the restoration work. If necessary, modifications of plant rows and spurs will be made after completion of construction.

The Contractor shall plant the smooth cordgrass, marshhay cordgrass, bitter panicum grass and black mangrove plants in rows or spurs as specified. The smooth cordgrass and black mangroves shall be planted four (4) ft on center and the marshhay cordgrass and bitter panicum grass shall be planted six (6) ft. on center, unless otherwise noted, to maximize erosion control. See the Vegetative Plantings Plans for location, points of beginning, and spacing of plant rows and spurs.

14. Site Preparation

- a. The Contractor shall become familiar with the location and conditions of Whiskey Island. The Contractor will be aware of shallow waters, sand bars, and any obstructions near the site. Marine maps showing the location of nearby structures, channels, sandbars, and other pertinent information may be obtained from the U.S. Coast Guard.

A loading dock on the northeast side of the island will be available to the Contractor for accessing the site. The Contractor is advised to visit the site and determine the best unloading locations. The Contractor is to use maps and information for the site area, but must always judge site conditions because of ever changing conditions of seas, currents, and water depths. No additional compensation will be allowed for difficult access due to adverse weather and low tides. The DNR/CRD is available for consultation, but the Contractor must decide where to load and unload.

- b. The specific location of planting boundaries, rows, spurs, and baselines will be made on site by the Contractor, DNR/CRD, and EPA. The DNR/CRD and EPA reserve the right to alter the boundary, if necessary.
- c. Whiskey Island is managed by the LDWF. Vegetation will be established to provide optimum nesting areas for native birds which inhabit the island. The Contractor shall avoid all areas flagged or marked as bird nesting habitat areas. DNR, EPA, and LDWF will be present during the layout to flag or mark bird nesting habitat areas.
- d. DNR/CRD, EPA, and/or their inspector shall be present during the planting and shall have free access to all parts of the work and to all materials intended for use in the work.

The Contractor shall provide transportation for DNR/CRD, EPA, and/or their inspector.

- e. While unloading, placing and installing plant materials, and at all other times, the Contractor and his personnel shall not disturb any existing vegetation. No equipment may alter the existing conditions of the island. The Contractor shall be aware of changing subsurface conditions where subsidence or shifting sands may damage equipment. Due to the island's changing conditions, the Contractor will be liable for finding any obstructions or conditions not previously noted. All altered areas must be repaired at the Contractor's expense.

15. **Planting Specifications**

- a. All plants must be obtained from a Louisiana licensed nursery grower.
- b. All smooth cordgrass and marshhay cordgrass shall be Louisiana-grown plant material. The Contractor must obtain certifications that smooth cordgrass and marshhay cordgrass plant materials are of a Louisiana ecotype species. That is, project plants must be accessional generations from Louisiana foundation material. The contracting nursery must also provide certifications that they have acclimated

plant materials to Louisiana climatic and habitat conditions for at least 90 days before planting.

- c. The smooth cordgrass shall be the species *Spartina alterniflora* cv. *Vermilion* and shall be container-grown trade gallon or larger. The plant species *Spartina alterniflora* cv. *Vermilion* is a cultivated variety released by the USDA, Natural Resources Conservation Service in Louisiana. Plant containers must be round in shape and must be **trade gallon** in size. An acceptable trade gallon container will have dimensions that are not less than 5 3/4" nor more than 6 1/2" across the top (outside diameter) and not less than 6" nor more than 7" in height (outside dimension) larger. The marshhay cordgrass shall be *Spartina patens*.
- d. Acceptable released cultivars of bitter panicum grass shall be the species *Panicum amarum* cv. *NorthPa* and *Panicum amarum* cv. *SouthPa*. Both cultivars were released from the Brooksville Plants Material Center (PMC) in Brooksville, Florida. Foundation Material for nursery propagation for both the NorthPa and the SouthPa cultivars can be obtained from:

Brooksville PMC
14119 Broad Street
Brooksville, FL 34601
(352) 796-9600

Golden Meadow PMC.
438 Airport Road
Galliano, LA 70354
(504) 475-5280

In lieu of either the NorthPa or the SouthPa cultivars, an acceptable Louisiana bitter *Panicum* ecotype may be used. A Louisiana ecotype is defined as plant material produced from an original collection of plant species that are naturally occurring and genetically stable and originally collected in Louisiana; or plant materials produced as accessional generations from foundation material originally collected in Louisiana.

In addition, acceptance of a Louisiana bitter *Panicum* ecotype for either the NorthPa or the SouthPa cultivars is contingent on certification of both **species identification** and **species collection location**. Certification must be submitted to DNR/CRD and approved in writing by DNR/CRD.

Furthermore the Contractor will be required to submit a four (4") in. container sample to DNR/CRD to approve the cultivar of bitter panicum.

- e. The marshhay cordgrass and bitter panicum grass shall be container grown four (4") in. or larger. Plant containers can be square, rectangle, or round in shape and must be individual containers, not molded trays or tray liners. Containers must be at least four (4") in. (outside dimensions) across the top length and width, or diameter if round, and a minimum of three and one half (3 1/2") ins. deep.

- f. The black mangrove shall be *Avicennia germinans* cv. *Pelican* which is a cultivated variety released by the USDA, Natural Resources Conservation Service in Louisiana. Plant containers shall be individual tube containers and held together with their appropriate retaining (collar) ring or shall be four (4") in. containers as specified in the above paragraph. Tube containers must be individual tubes, not molded trays or tray liners. Tube containers must be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

Tube containers are known by a number of commercial and informal names, such as Leach tube, cone-tainers, and deepots to name a few. For the purpose of this specification, a tube container is described as a molded rigid tube shaped container, having a 2" minimum to a 2½" maximum diameter opening at the top, tapering to a blunt point at the base, with a 7" minimum to a 10" maximum depth. In addition to the diameter/depth requirements, tube containers must also contain interior vertical anti-spiral ribs designed to force developing roots downward and prevent root spiraling.

Black mangrove plants must have at least one primary stem that is at least .25" (¼") in diameter at the stem-root interface and have a minimum stem height of twelve inches (12") from the stem-root interface to the stem tip. Black mangrove plants should be foliated with primary stem or secondary branch leaves that are well developed, dark green, and firmly attached.

- g. Plant material must be viable and actively growing as indicated by new root development in the container. Plants shall have been grown within the container long enough so as to produce sufficient root development, so that a soil root ball is formed when the plant is removed from the container. No plants shall be loose in the containers.
- h. Potting medium (potting soil) must be completely free of any foreign objects such as glass, shell, stones, pottery, or other debris not generally considered standard potting media. Standard potting media are various concentrations of silt, sand, and/or clay separates with or without the addition of organic matter.
- i. Smooth cordgrass must have a minimum of six (6) live stems per gallon container and have a minimum stem height of eight (8") in. from the stem-root interface to the stem (not leaf) tip. Marshhay cordgrass must have a minimum of eight (8) live stems per four (4") in. container and have a minimum stem height of eighteen (18") in. from the stem-root interface to the stem (not leaf) tip. Bitter panicum grass shall have a minimum of three (3) stems per four (4") in. container and have a minimum stem height of eighteen (18") in. from the stem-root interface to the stem (not leaf) tip.

- j. Plants shall be free of defects, disfiguring, sun scalding, diseases, insects, insect eggs, borers, or other forms of infections or infestation.
- k. Plants are to be salt-hardened at a minimum of twenty (20) parts per thousand and grown in full sun conditions for at least six weeks before planting.
- l. All plants shall be packed for delivery from the nursery to the loading dock in such a manner as to ensure adequate protection against climatic, seasonal, or other injuries during transit. Special care shall be taken for prompt delivery and careful handling in loading and unloading. During delivery from the nursery to the loading dock, plants must be transported in an enclosed truck or trailer. Stems cannot be broken, physically damaged during transportation, nor be cut prior to delivery. Damaged plants will be rejected by DNR/CRD and must be removed and replaced immediately at the Contractor's expense.
- m. Plants should be planted the same day they are obtained if possible. Otherwise, they must be kept covered and damp to prevent desiccation until planting. Plants cannot become water stressed prior to planting. Plants must retain their stem and leaf rigidity at all times indicating adequate container soil moisture.
- n. All plants should be planted in a dug hole. Hole depth should be fixed so that the top surface of the rootball is even with or slightly below normal ground. The top surface of the plant rootball should not protrude above, or be more than 1 in. below normal ground. (See Planting Details)
- o. Agriform tablets will be used for fertilizer. Use Agriform 21 g fertilizer tablets with a guaranteed analysis of 20-10-5, N-K-P, or comparable. Use one tablet per plant. Tablet is to be placed one (1") in. below fill grade near the center of the plant.
- p. Planting hole must be tightly closed around the plant so that plants remain erect. Plant stems must not be cut, broken, or physically damaged during transplanting.
- q. Plant anchors shall be quarter inch (7/32"-9/32") mild steel material and will be bent and inserted through the smooth cordgrass plants. The plant anchors shall be a minimum of 24" long, 5-1/2" across the top and a minimum of 2" bent from the top. The plant anchors shall be inserted through the middle of the plant and inserted fully to ground level. (See Planting Details)
- r. The DNR/CRD or its inspector will inspect the planting for approval before demobilization.
- s. The DNR/CRD or its inspector reserves the right to reject any plant material not meeting minimum specifications.

- t. Planting may only occur between February 15 and May 15.

16. Planting Layout

- a. The DNR/CRD, EPA, and LDWF will assist the Contractor in planting layout.
- b. All plants will be planted in rows. The smooth cordgrass will be planted four (4) ft on center and the marshhay cordgrass and bitter panicum grass will be planted six (6) ft on center unless otherwise noted. (See Planting Details)

17. Deliverables

- a. Contractor shall properly plant, fertilize, and anchor 14,200 one (1) gallon containers of smooth cordgrass plants as specified.
- b. Contractor shall properly plant and fertilize 9,333 four (4") in. containers of marshhay cordgrass, 9,333 four (4") in. containers of bitter panicum grass plants and 1,625 one or four (4") in. containers of black mangroves as specified.
- c. Contractor shall take a minimum of thirty-six (36) slides during planting.
- d. Contractor shall keep daily records of field conditions.
- e. Contractor shall furnish weekly reports of progress.