

BID DOCUMENTS  
FOR

OAKS/AVERY HYDROLOGIC RESTORATION  
ROCK MAINTENANCE (TV-0013A)  
VERMILION PARISH, LOUISIANA

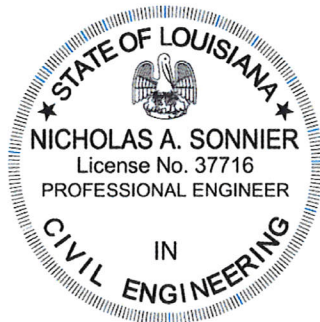


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STATE OF LOUISIANA  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY

NATURAL RESOURCES  
CONSERVATION SERVICE

AUGUST 2018



*Nicholas A. Sonnier* 8/29/18  
Design Engineer  
*David A. Vincent* 8/29/18  
Approved

S&A #8717-08



# **TABLE OF CONTENTS**

<u><b>GENERAL REQUIREMENTS</b></u>	<u><b>PAGES INCLUDED</b></u>
Project Title Page	1
Table of Contents	3
List of Drawings	1
<b>Procurement Requirements</b>	
Advertisement for Bids	2
<b>Instruction for Procurement</b>	
Instructions to Bidders	7
<b>Procurement Forms and Supplements</b>	
Louisiana Uniform Public Works Bid Form	2
Bid Security Form	1
Attestations	2
<b>Contracting Requirements</b>	
Contract Between Owner & Contractor & Performance & Payment Bond	2
Affidavit	1

<u><b>SECTION</b></u>	<u><b>TITLE</b></u>	<u><b>PAGE NO.</b></u>
-----------------------	---------------------	------------------------

## **PART I – GENERAL PROVISIONS**

GP-1	Definition of Terms .....	18
GP-2	Bid Requirements .....	21
GP-3	Availability of Plans and Specifications .....	22
GP-4	Laws, Regulations, Standards, Specifications, and Codes.....	22
GP-5	Pre-Bid Conference and Site Visit.....	23
GP-6	Notice of Award.....	23
GP-7	Notice to Proceed and Contract Time .....	23
GP-8	Work Plan .....	24
GP-9	Progress Schedule .....	25
GP-10	Daily Progress Reports .....	25
GP-11	Hurricane and Severe Storm Plan .....	26
GP-12	Health and Safety Plan and Inspections.....	27
GP-13	Progress Meetings and Reports.....	27
GP-14	Pre-Construction Conference.....	27
GP-15	Contract Intent .....	27
GP-16	Engineer and Authority of Engineer.....	28
GP-17	Conformity with Plans and Specifications.....	28
GP-18	Clarifications and Amendments to Contract Documents.....	28
GP-19	Subcontracts.....	29
GP-20	Workers, Methods, and Equipment .....	29
GP-21	Accident Prevention, Investigations, and Reporting.....	30
GP-22	Preservation and Restoration of Property, Monuments, Etc. ....	30
GP-23	Protection of the Work, Materials, and Equipment .....	31

SECTION	TITLE	PAGE NO.
---------	-------	----------

**PART I – GENERAL PROVISIONS (continued)**

GP-24	Land Rights.....	31
GP-25	Utilities.....	31
GP-26	Permits .....	31
GP-27	Project Site Clean-Up .....	32
GP-28	Owner Inspection .....	32
GP-29	Duties of Resident Project Representative.....	32
GP-30	Construction Stakes, Lines, and Grades .....	32
GP-31	Contractor’s Responsibility for Work.....	33
GP-32	Environmental Protection .....	33
GP-33	Sanitary Provision.....	33
GP-34	Payment of Taxes.....	34
GP-35	Radio and Telephones.....	34
GP-36	Navigation.....	34
GP-37	Obstruction to Navigation.....	34
GP-38	Marine Vessels and Marine Activities .....	34
GP-39	Record Keeping .....	35
GP-40	Certificates of Compliance .....	35
GP-41	Submittals .....	35
GP-42	Claims for Extra Cost .....	36
GP-43	Alteration of the Contract and Compensation.....	36
GP-44	Extension of Contract Time.....	37
GP-45	Owner’s Right to Terminate Contract for Cause or Convenience .....	37
GP-46	Temporary Suspension of Work .....	38
GP-47	Non-Conforming and Unauthorized Work .....	38
GP-48	Contractor’s Right to Terminate Contract .....	38
GP-49	Breach of Contract.....	39
GP-50	No Waiver of Legal Rights.....	39
GP-51	Liability for Damages and Injuries .....	39
GP-52	Liability for Losses By Acts of the Government .....	39
GP-53	Final Inspection and Acceptance .....	40
GP-54	As-Built Drawings .....	40
GP-55	Completion of Contract .....	40
GP-56	Contractor’s Guarantee .....	40
GP-57	Dispute Resolution.....	41
GP-58	Payment .....	41
GP-59	Payments Withheld.....	42
GP-60	Liens .....	43
GP-61	Equal Employment Opportunity .....	43
GP-62	Anti-Kickback Clause.....	43
GP-63	Suspension/Debarment .....	44
GP-64	Louisiana First Hiring Act .....	44

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE NO.</b>
----------------	--------------	-----------------

## **PART II – SPECIAL PROVISIONS**

SP-1	Location of Work.....	45
SP-2	Work to be Done.....	45
SP-3	Bid Items, Contract Dates, and Deliverables .....	46
SP-4	Deliverables .....	46
SP-5	Contract Information.....	48
SP-6	Failure to Complete on Time .....	49
SP-7	Transportation.....	49
SP-8	Office for Owner.....	49
SP-9	Landowner and Pipeline Requirements .....	50
SP-10	Oyster Lease Restrictions .....	50
SP-11	Barge Displacement Table.....	51
SP-12	Sequence of Construction .....	51
SP-13	Insurance and Bonds.....	52
SP-14	Employee Whistleblower Protection .....	56

## **PART III – TECHNICAL SPECIFICATIONS**

TS-101	Mobilization and Demobilization .....	57
TS-201	Construction Surveys .....	58
TS-601	Woven Geotextile Fabric .....	61
TS-702	650-Pound Class Rock.....	64

## **APPENDICES**

### **APPENDIX A: CPRA CONSTRUCTION PHASE FORMS**

Attachment A1: Coastal Construction and Vegetative Projects – Subcontractor Report  
Attachment A2: Plant and Equipment Schedule  
Attachment A3: Change Order Form

### **APPENDIX B: ENGINEER’S CLARIFICATION (GP-18)**

Attachment B1: Interpretation or Clarification By Engineer Form

### **APPENDIX C: DIRECTIONS TO BOAT LAUNCH**

### **APPENDIX D: SURVEY CONTROL**

### **APPENDIX E: LANDRIGHTS MEMORANDUM (GP-24 AND SP-9)**

### **APPENDIX F: GOVERNMENT OBTAINED PERMITS**

LDEQ Water Quality Certification  
LDNR-OCM CUP Authorization  
USACE Permit  
LA State Land Office – Class “B” Permit

### **APPENDIX G: DAVIS-BACON ACT PREVAILING WAGE DETERMINATIONS**

## **LIST OF DRAWING SHEETS**

### **SHEET NO. DESCRIPTION**

1	Title Sheet
2	General Notes & Summary of Estimated Quantities
3	Plan Layout – Overall Area
4	Plan & Profile – Vermilion Bay
5	Plan & Profile – Vermilion GIWW
6	Typical Sections & Details
7 - 9	Cross Sections – Vermilion Bay
10 - 13	Cross Sections GIWW

## **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, October 03, 2018.**

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: Oaks/Avery Hydrologic Restoration Rock Maintenance**  
**PROJECT NUMBER: TV-0013A**

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, Louisiana 70802

Attn: Allison Richard

Email: [cpa.bidding@la.gov](mailto:cpa.bidding@la.gov) / Phone: (225) 342-5453 / Fax: (225) 800-5599

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

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

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD**  
**at 10:00 AM on Thursday, September 20, 2018, at CPRA Lafayette Regional Office at**  
**635 Cajundome Boulevard, Lafayette, LA 70506**

Contact Dion Broussard at (337) 482-0686 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**. 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 ELLIS, EXECUTIVE DIRECTOR**

## **INSTRUCTIONS TO BIDDERS**

### **A. COMPLETION TIME:**

The Bidder shall agree to fully complete the contract within **Ninety (90)** consecutive calendar days for the Base Bid, an additional **Fifteen (15)** consecutive calendar days for Additive Alternate No. 1, 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.

### **B. LIQUIDATED DAMAGES:**

The Bidder shall agree to pay as Liquidated Damages the amount of **One Thousand Four Hundred Fifty Dollars (\$1,450.00)** 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.

4.1.2 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.

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

4.1.4 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.

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

## **4.2 Interpretation or Correction of Bid Documents**

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

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

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

## **4.3 Substitutions**

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

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

being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

## **4.4 Addenda**

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

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

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

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

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

## **ARTICLE 5 - BID PROCEDURE**

### **5.1 Form and Style of Bids**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.2 Bid Security**

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

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

bidder/principal and the surety in the space provided on the Coastal Protection and Restoration Authority Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

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

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

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

### 5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

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

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

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

Bids sent by express delivery shall be delivered to:

Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Suite 100  
Baton Rouge, Louisiana 70802

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

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

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

### 5.4 Modification or Withdrawal of Bid

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

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

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these 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:** Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Suite 100  
Baton Rouge, LA 70802  
*(Owner to provide name and address of owner)*

**BID FOR:** Oaks/Avery Hydrologic Restoration  
Rock Maintenance  
State Project No. TV-0013A  
Vermilion 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: \_\_\_\_\_

**SELLERS & ASSOCIATES, INC.** and dated: **AUGUST 2018**

*(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** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* 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 FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

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

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO:** Coastal Protection and Restoration Authority  
 150 Terrace Avenue  
 Suite 100  
 Baton Rouge, LA 70802  
*(Owner to provide name and address of owner)*

**BID FOR:** Oaks/Avery Hydrologic Restoration  
 Rock Maintenance  
 State Project No. TV-0013A  
 Vermilion 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> )
101	1	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Construction Surveys			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
201	1	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Woven Geotextile Fabric			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
610	680	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ 650-Pound Class Rock			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
702	1,134	Ton		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
101	1	Lump Sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Construction Surveys			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
201	1	Lump Sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 650-Pound Class Rock			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
702	500	Ton		

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 than 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:

### **OAKS / AVERY HYDROLOGIC RESTORATION ROCK MAINTENANCE STATE PROJECT NO. TV-0013A**

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)

**OAKS / AVERY  
HYDROLOGIC RESTORATION  
ROCK MAINTENANCE**

Name of Project

**TV-0013A**

Project No.

STATE OF Louisiana

PARISH OF Vermilion

**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 employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**OAKS / AVERY  
HYDROLOGIC RESTORATION  
ROCK MAINTENANCE**

**TV-0013A**

Name of Project

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 \_\_\_\_\_, 2018, 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 **90-consecutive calendar days for the Base Bid and an additional 15-consecutive calendar days for Additive Alternate No. 1**, 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 **four (4)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF LOUISIANA  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY

BY: \_\_\_\_\_  
Michael Ellis, Executive Director

**SURETY:**

BY: \_\_\_\_\_  
ATTORNEY IN FACT

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

STATE OF LOUISIANA

PARISH OF Vermilion

PROJECT NO.: **TV-0013A**

NAME: **Oaks/Avery Hydrologic Restoration Rock Maintenance**

LOCATION: **Vermilion Parish, Louisiana**

### **AFFIDAVIT**

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

#### **PART I.**

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

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

#### **PART II.**

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

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied. For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

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

\_\_\_\_\_  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
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 responsive and 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, 2016 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

- 2.1 Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;
- 2.2 Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;
- 2.3 Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;
- 2.4 Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;
- 2.5 Submit a written notice to the Engineer within three (3) days regarding any conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and
- 2.6 Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

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

### **GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS**

One (1) set of Plans and Specifications shall be furnished to each Bidder. Three (3) sets of the Plans and Specifications shall be furnished to the Contractor upon award of the Contract. Additional sets may be furnished to the Contractor upon request from the Coastal Protection and Restoration Authority, 150 Terrace Avenue, Suite 100, Baton Rouge, Louisiana 70802.

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

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

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

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

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the **Appendix G**.

Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

#### **GP-5 PRE-BID CONFERENCE AND SITE VISIT**

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

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

#### **GP-6 NOTICE OF AWARD**

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

#### **GP-7 NOTICE TO PROCEED AND CONTRACT TIME**

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

Unless otherwise noted in the Contract Documents, Contract Time will be on a calendar day basis. Contract Time shall consist of the number of calendar days stated in the Instructions To Bidders and the Contract beginning with the date noted in the written Notice to Proceed, including Saturdays, Sundays, holidays and non-work days.

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

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

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

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in Contract Time due to weather shall not be cause for an increase in the contract sum.

## **GP-8 WORK PLAN**

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

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

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

## **GP-9     PROGRESS SCHEDULE**

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

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

The Progress schedule must reflect the anticipated adverse weather delays described in **GP-7** on all weather dependent activities.

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

## **GP-10    DAILY PROGRESS REPORTS**

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

- a. Date and signature of the author of the report;
- b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- c. Field notes of all surveys;
- d. Notes on all inspections;
- e. Details of Health and Safety meetings;
- f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- g. Condition of all navigation aids (i.e., warning signs, lighted marker buoys) and any repairs performed on them;
- h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);

- i. The amount of time lost to severe weather or personnel injury, etc;
- j. Notes regarding compliance with the Progress Schedule;
- k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

## **GP-11 HURRICANE AND SEVERE STORM PLAN**

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

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

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

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

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

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

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

## **GP-13 PROGRESS MEETINGS AND REPORTS**

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

## **GP-14 PRE-CONSTRUCTION CONFERENCE**

A Pre-Construction Conference shall be held by the Contractor, Owner, Engineer, local stakeholders, and other appropriate personnel prior to starting construction on the date specified in the Special Provisions. This conference shall serve to establish a mutual understanding of the Work to be performed, the elements of the Progress Schedule and Work Plan, expectations for bi-weekly progress meetings, the Plans and Specifications, processing Applications for Payment, and any other items of concern. If any subcontractors are not present, another 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 the appendices of the Contract Documents. This form shall be filled out appropriately by the Contractor and submitted to the Engineer. The Engineer shall clarify the issue in writing on either the clarification form, Field Order or a Change Order and submit it to the Contractor.

## **GP-19 SUBCONTRACTS**

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

## **GP-20 WORKERS, METHODS, AND EQUIPMENT**

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

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

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

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

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

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

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

## **GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING**

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

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

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

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

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

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

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

## **GP-24 LAND RIGHTS**

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

## **GP-25 UTILITIES**

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

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s). The Contractor shall also call Louisiana One Call at 811 or (800) 272-3020 a minimum of five (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 may be assigned by the Engineer to the Project Site to observe the Contractor and monitor the progress and manner in which the Work is being performed. The Resident Project Representative will also report to the Engineer and Contractor whenever materials or Work fail to comply with the Contract. The Resident Project Representative is authorized to reject any materials or suspend work which does not comply with the Contract until the issue is resolved by the Engineer.

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

## **GP-30 CONSTRUCTION STAKES, LINES, AND GRADES**

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

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

## **GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK**

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

## **GP-32 ENVIRONMENTAL PROTECTION**

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

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

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

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

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

## **GP-33 SANITARY PROVISION**

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

## **GP-34 PAYMENT OF TAXES**

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

## **GP-35 RADIO AND TELEPHONES**

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

## **GP-36 NAVIGATION**

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

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

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

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

## **GP-37 OBSTRUCTION TO NAVIGATION**

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

## **GP-38 MARINE VESSELS AND MARINE ACTIVITIES**

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

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

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

### **GP-39 RECORD KEEPING**

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

### **GP-40 CERTIFICATES OF COMPLIANCE**

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

### **GP-41 SUBMITTALS**

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

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

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



## **GP-42 CLAIMS FOR EXTRA COST**

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

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

## **GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION**

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

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

- a. By application of the unit prices in the Contract to the quantities of the items involved or subsequently agreed upon; or
- b. By mutual acceptance between the Owner and Contractor of a lump sum.

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

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

## **GP-44 EXTENSION OF CONTRACT TIME**

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

## **GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE**

### **45.1 TERMINATION FOR CAUSE**

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

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

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

## **45.2 TERMINATION FOR CONVENIENCE**

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

## **GP-46 TEMPORARY SUSPENSION OF WORK**

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

## **GP-47 NON-CONFORMING AND UNAUTHORIZED WORK**

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

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

## **GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT**

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

## **GP-49 BREACH OF CONTRACT**

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

## **GP-50 NO WAIVER OF LEGAL RIGHTS**

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

## **GP-51 LIABILITY FOR DAMAGES AND INJURIES**

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

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

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

## **GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT**

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

## **GP-53 FINAL INSPECTION AND ACCEPTANCE**

Whenever the work provided for, or contemplated by the contract, 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-54 AS-BUILT DRAWINGS**

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

## **GP-55 COMPLETION OF CONTRACT**

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

## **GP-56 CONTRACTOR'S GUARANTEE**

The Contractor is obligated to provide a written guarantee to the Owner that all of the Work conforms to the Contract Documents. The Work shall be guaranteed to survive for a minimum period of one (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-57 DISPUTE RESOLUTION**

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

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

## **GP-58 PAYMENT**

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

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

A Subcontractor Report (included in the appendices of the Contract Documents) should be submitted by the Contractor with each request for partial payment, to be used for informational purposes only by CPRA.

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

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

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

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

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

## **GP-59 PAYMENTS WITHHELD**

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

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

- g. Failure to submit required reports; or
- h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

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

#### **GP-60 LIENS**

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

#### **GP-61 EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

#### **GP-62 ANTI-KICKBACK CLAUSE**

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



### **GP-63 SUSPENSION/DEBARMENT**

Contractor certifies, by signing and submitting any bid, that their company, any subcontractors, or principals are not suspended 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](http://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-64 LOUISIANA FIRST HIRING ACT**

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

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

### **END OF PART I - GENERAL PROVISIONS**

## **PART II - SPECIAL PROVISIONS**

### **SP-1 LOCATION OF WORK**

**Base Bid:** The Work site is located along Vermilion Bay's northern shoreline at the mouth of the Oaks Canal in Vermilion Parish.

**Alternate No. 1:** The work site is located along the northern bank line of the GIWW west of the Oaks Canal.

The project sites are accessible from the public boat launch at Intracoastal City, the GIWW, and Vermilion Bay. See **Appendix C** for directions to the boat launch at Intracoastal City.

### **SP-2 WORK TO BE DONE**

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work. The Work shall include, but not be limited to, mobilization and demobilization at or to the Project Site, delivery and placement of rip-rap, and installation of settlement plates. 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:

#### **2.1 Description of Bid Variations**

##### **2.1.1 Base Bid**

The Base Bid includes the construction of approximately 200-linear feet of foreshore rock dike along the Vermilion Bay Shoreline, as labeled and shown on the plans.

##### **2.1.2 Additive Alternate #1**

Additive Alternate #1 includes the construction of capping approximately 230-linear feet of existing rock dike along the GIWW, as labeled and shown on the plans.

#### **2.2 Surveying**

Prior to construction, the survey transects established in the design survey shall be resurveyed for bathymetry and topography. Also, the Contractor shall perform a magnetometer survey of any pipelines, and along the rock dike. After construction is complete, the Contractor shall perform an As-Built Survey, which shall be reviewed by the Engineer for acceptance of the Work.

#### **2.3 Delivery and Placement of Rip-Rap**

A semi-continuous rock dike shall be constructed in accordance with the Plans and Specifications.

## 2.4 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-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

<b>MILESTONE</b>	<b>LOCATION OR RECIPIENT</b>	<b>DATE DUE</b>
Advertisement for Bids	Publications	As Advertised
Mandatory Pre-Bid Conference	Provided in Advertisement for Bids	Provided in Advertisement for Bids
Questions on Bid Documents	Deliver to CPRA	As Stated in Instructions to Bidders
Effective Date of Contract	Contractor and Owner	As Stated in Contract Between Owner and Contractor
Start of Contract Time	Contractor and Owner	As Stated in Notice to Proceed
Work Plan	Submit to Engineer	At Least 14-days Prior to Pre-Construction Conference
Progress Schedule	Submit to Engineer	At Least 14-Days Prior to Starting Construction, Monthly Thereafter
Pre-Construction Conference	Contractor and Engineer	As Determined by the Engineer After the Notice to Proceed is Issued
Pre-Construction Survey Drawings	Submit to Engineer	As Determined by the Engineer After the Pre-Construction Conference and Prior to Construction.
Progress Meetings and Reports	At Project Site	Bi-Weekly or as Determined at the Pre-Construction Conference (See GP-13, GP-39)
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as Scheduled by the Engineer
End of Contract Time After Notice to Proceed	At Project Site	Base Bid: 90-Calendar Days Additive Alternate No. 1: Additional 15-Calendar Days
Daily Progress Reports	Resident Project Representative	By Noon Daily

## SP-4 DELIVERABLES

### 4.1 Prior to Construction

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

4.1.1.1 Work Plan and Barge Displacement Table as specified in **GP-8 and SP-11**;

4.1.1.2 Progress Schedule as specified in **GP-9**;

4.1.1.3 Copy of typical Daily Progress Report as specified in **GP-10**.

4.1.1.4 Hurricane and Severe Storm Plan as specified in **GP-11**;

4.1.1.5 Health and Safety Plan as specified in **GP-12**.

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

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

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

## **4.2 During Construction**

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

- 4.2.1 The results of all surveys and calculations as specified in **TS-201**;
- 4.2.2 Progress Schedule as specified in **GP-9**;
- 4.2.3 Daily Progress Reports as specified in **GP-10**;
- 4.2.4 Copies of all inspection reports;
- 4.2.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
- 4.2.6 Results of any materials testing.

## **4.3 Administrative Records**

### **4.3.1 Relocation of Navigational Aids**

Temporary removal of any navigation aids located within or near the areas required to be dredged or filled and material stockpile areas shall be coordinated by 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 dredge or Work adjacent to any aids which 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.

### **4.3.2 Dredging Aids (NOT APPLICABLE)**

### **4.3.3 Notification of Discovery of Historical or Cultural Sites**

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

#### 4.4 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. The following documents shall also be submitted to the Engineer:

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

4.4.2 As-Built Drawings as specified in **TS-201**.

#### 4.5 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:

<b>SPECIFICATION</b>	<b>DELIVERABLE</b>	<b>SUBMITTAL</b>
GP-9	Progress/Work Schedule	Prior to Pre-Construction Conference
GP-10	Daily Progress Reports	As Directed By the Engineer
GP-19	Names of All Subcontractors	Prior to Awarding Subcontracts
GP-54	Written Notice of Completion of Work	Upon Completion of Work

#### SP-5 CONTACT 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 Allison Richard of the Coastal Protection and Restoration Authority. The address and contact information is as follows:

State Purchasing Officer:  
Attn: Allison Richard  
Coastal Protection and Restoration Authority  
150 Terrace Avenue, Baton Rouge, LA 70802  
Tel: (225) 342-5453 / Fax: (225) 800-5599  
E-Mail: [cpa.bidding@la.gov](mailto:cpa.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:

Project Engineer:  
Nicholas A. Sonnier, PE  
148-B Easy Street, Lafayette, LA 70506  
Tel: (337) 232-0777 / Fax: (337) 232-0851

CPRA Project Engineer  
Dion Broussard, PE  
635 Cajundome Blvd., Lafayette, LA 70506  
Tel: (337) 482-0686 / Fax: (337) 482-0685

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-6 FAILURE TO COMPLETE ON TIME**

For each day the Work remains incomplete beyond the Contract Time, as specified in **SP-3**, or Extension of Contract Time, as specified in **GP-44**, the sum of one thousand four hundred fifty dollars (\$1,450) 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-7 TRANSPORTATION**

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

- 7.1 An enclosed cabin space;
- 7.2 Capable of maintaining 25 knots (29 mph);
- 7.3 Six (6) passenger capacity;
- 7.4 Coast Guard certified;
- 7.5 Operable marine radio;
- 7.6 All safety equipment required by the Coast Guard for the size and type of that boat;
- 7.7 Draft of two feet (2') or less.

The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within twelve (12) hours. In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary boats at the expense of the Contractor. The costs associated with providing the boats shall be included in the lump sum price for Bid Item No. 101, "Mobilization and Demobilization".

## **SP-8 OFFICE FOR OWNER**

The Contractor shall provide an office for the Engineer and Resident Project Representative at the Project Site if requested by the Engineer. This office shall be for the sole use of the Engineer or 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 chairs.

In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use another necessary office at the expense of the Contractor. The cost for providing and furnishing this office shall be included in the contract lump sum price for Bid Item No. 101, "Mobilization and Demobilization".

## **SP-9 LANDOWNER AND PIPELINE REQUIREMENTS**

The Owner has obtained all temporary easement, servitude, and right-of-way agreements required for construction of the project. The agreements executed with landowners for the Work at the site contain special requirements pertaining to access routes and insurance. A land rights memorandum is included in **Appendix E**. The Contractor shall abide by the stipulations set forth by the respective landowners (Grantors):

### **ADJACENT LANDOWNERS:**

<b>RIXBY BROUSSARD, ETAL</b>	<b>ISADORE</b>	<b>DELCAMBRE,</b>
c/o Emile Thibodeaux	<b>ETAL</b>	
Tel: (337) 652-1495	c/o James Delcambre	
Email: erthibodeaux@bellsouth.net	Tel: (337) 685-4230	
	Email: jimmie@delcambre.net	

### **PIPELINE CONTACTS:**

<b>PLAINS PIPELINE, L.P.</b>	<b>ENLINK LBU</b>	<b>PANTHER OPERATING</b>
c/o Bryan Ferguson	c/o Bill Worley	<b>COMPANY, L.L.C.</b>
Tel: (713) 646-4308	Tel: (214) 953-9500	c/o John Sanchez
Email: bcferguson@paalp.com	Email: bill.worley@enlink.com	Tel: (832) 552-3600
		E-Mail: john.sanchez@panthercompanies.com

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

The Contractor shall notify all pipeline companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dike alignments shall be probed and their locations marked prior and throughout the duration of construction activities.

## **SP-10 OYSTER LEASE RESTRICTIONS**

There are no known existing oyster leases near or within the boundaries of the Project Site. Therefore, no oyster lease restrictions are provided for performing the Work within the boundaries of the Project Site.

## **SP-11 BARGE DISPLACEMENT TABLE**

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

Each barge shall be suitably marked with two (2) displacement gaging lines along each side of the barge. Each gaging line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gaging lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gaging lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gaging locations and the displacement determined by the use of the "CELMV Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered.

If the barge tables were originally furnished for fresh water and the barge displacement measurements are being taken in salt water, the Contractor has the option to obtain water samples and determine the densities or unit weights of the water. Water sampling shall be performed concurrently with the measurements of the barges, both when fully loaded and empty. Water samples shall be taken by the Contractor and witnessed by the Engineer. The water samples shall be taken in accordance with **ASTM D-3370** (practice A- Grade Sample) at depths of four (4) and eight (8) feet in the area where measurements are made using a "Polypro" 2,000-ml. water sampler, or approved equal.

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

## **SP-12 SEQUENCE OF CONSTRUCTION**

The Contractor shall begin and complete construction operations on the Vermilion Bay Site (Base Bid) prior to mobilizing to the GIWW Site (Additive Alternate Bid No. 1).



## **SP-13 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.

### **13.1 Minimum Scope And Limits Of Insurance**

#### **13.1.1 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.

#### **13.1.2 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:

<b><u>Initial Contract Amount</u></b>	<b><u>Minimum Insurance</u></b>
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

### **13.1.3 Automobile Liability 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 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.

### **13.1.4 Excess Umbrella**

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

### **13.1.5 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.

### **13.1.6 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.

## **13.2 Other Insurance Provisions**

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

### **13.2.1 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.

### **13.2.2 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.

### **13.2.3 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 (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

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

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

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

### **13.2.4 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.

### **13.2.5 Verification Of Coverage**

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

The Certificate Holder must be listed as follows:

State of Louisiana  
Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Project # TV-0013A

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.

### **13.2.6 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.

### **13.2.7 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.

#### **13.2.8 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.

### **13.3 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-14 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-101 - MOBILIZATION AND DEMOBILIZATION**

#### **101.1 Description**

The Contractor shall provide all labor and equipment costs necessary to move personnel, equipment, supplies and incidentals to and from the Project Site, establish offices, buildings, and other facilities necessary for the Work, obtain bonds, required insurance and any other pre-construction expenses necessary to perform the Work. This section shall exclude the cost of construction materials.

#### **101.2 Arbitrary Mobilization by Contractor**

The Owner shall pay for only one mobilization and demobilization effort. Should the Contractor demobilize prior to completing the Work, subsequent remobilization shall be performed at no cost to the Owner.

#### **101.3 Ratio of Mobilization (60%) and Demobilization (40%) Payment**

Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon complete mobilization to the Project Site. The remaining forty percent (40%) will be paid to the Contractor upon final acceptance of the Work and removal of all equipment and unused materials.

#### **101.4 Justification of Costs**

In the event the unit cost does not bear a reasonable relation to the amount of work for mobilization and demobilization in the Contract, the Engineer may require the Contractor to produce cost data to justify the unit cost in the Bid. Failure to justify such cost 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 cost at the completion of the demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the Engineer is not subject to appeal.

#### **101.5 Measurement and Payment**

Payment for mobilization and demobilization shall be paid for at the contract lump sum price for *Bid Item No. 101, "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 the work, obtaining bonds, insurance and any other associated expenses.

## **TS-201 - CONSTRUCTION SURVEYS**

### **201.1 Scope**

The Contractor shall furnish all of the materials, labor and equipment necessary to perform preconstruction, process and as-built surveys of the baseline, transects, and rock dikes as shown in the Plans. All surveys shall be performed by qualified personnel under the direct supervision and stamped by a professional land surveyor or professional engineer licensed in the State of Louisiana. Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88, 2011)(GEOID 12A), U. S. Survey Feet for vertical control. Horizontal and vertical control shall be established by using the monuments specified in **Appendix D**.

### **201.2 Pre-Construction Survey**

The baseline, transects and benchmarks shown on the Plans shall be re-surveyed and staked by the Contractor after the Pre-Construction Conference and prior to construction. This survey shall be used to verify the alignment of the various project features and to make modifications or adjustments as deemed necessary by the Engineer. Drawings of the plan views and cross sections and calculations of the projected quantities of materials shall be developed from this survey by the Contractor.

#### **201.2.1 Temporary Bench Marks (TBM)**

TBMs shall be installed at locations necessary to complete all surveys. Horizontal and vertical coordinates shall be determined for all TBMs installed. The Contractor shall maintain the TBMs for the duration of the Work. In the event that a single TBM is disturbed and/or destroyed, the TBM shall be reinstalled at no cost to the Owner by qualified personnel that are approved by the Engineer. If multiple TBMs are destroyed, the Engineer may require the TBMs to be reinstalled by a professional land surveyor licensed in State of Louisiana. The TBMs shall be shown on the plan view drawings.

#### **201.2.2 Baseline**

If necessary, an offset to the baseline shall be surveyed and staked at all points of inflection and at intersections with the transects, where possible to traverse over land, as shown in the Plans. The baseline shall be shown on the plan view drawings.

#### **201.2.3 Transects**

The transects shall be surveyed from the baseline as shown on the plans.

The transects shall be staked at each end and at all intersections with the rock dike alignments. The inflection points, points of curvature, and radius points of the rock dike alignments shall also be surveyed and staked.

The Contractor shall develop drawings which show the cross sections and plan views of the bank line and rock dikes. Elevations, coordinates, lines and grades for each of these features shall all be shown on the drawings. Contours at elevations +1.0', 0.0', -1.0', -3.0', and -5.0' NAVD 88 shall also be shown on all plan view drawings.

The Contractor shall also determine the projected quantities for rock and geotextile fabric. The quantities of rock shall be calculated using a method that is approved by the Engineer, such as the average end area. The projected quantities of rock shall be calculated in tons and account for an in-place unit weight of rock equal to 1.5-tons per cubic yard and the assumed settled section (below existing ground) shown in the Plans.

#### **201.2.4 Stakes**

The stakes shall be untreated wood of sufficient diameter and length such that they are embedded at least 3- feet into the soil and protrude 5-feet above existing grade if within marsh, or 5-feet above mean water elevation if within canal.

#### **201.2.5 Magnetometer Survey**

A magnetometer survey shall be performed along the rock dike alignment and pipelines, where possible. Perpendicular track lines shall be run at 200-foot intervals and extend 25-feet beyond the outside edge of each of these proposed features, where possible. All pipelines shall also be probed and appropriately marked throughout construction according to United States Coast Guard Standards. The magnetometer survey shall show all track lines, coordinates, amplitudes, signature types, and signature widths of all hits. The survey shall also show the coordinates, top elevation and ground cover for all pipelines.

### **201.3 Process Surveys**

The rock dikes shall be surveyed during construction as follows:

#### **201.3.1 Rock Dikes**

The dikes shall be surveyed on days 1, 14, and 28 after the lift has been placed along each of the Reaches. The crown and both toes of the rock dikes shall be surveyed at all survey transects, inflection points, points of curvature and radius points along the rock alignments. The Engineer shall determine if the lift on each Reach is to be accepted or modified based on these surveys. Those portions of dikes which are modified must also be re-surveyed.

### **201.4 As-Built Surveys**

The rock dikes shall be surveyed by the Contractor after construction is complete. Final payment will not be received until the as-built survey and work have been accepted by the Engineer.

#### **201.4.1 Rock Dikes**

The final process surveys for rock dikes that are accepted by the Engineer shall be incorporated into the as-built survey.



## **201.5 Deliverables**

The pre-construction, process and as-built surveys shall be stamped by a professional land surveyor or professional engineer licensed in the State of Louisiana. The Contractor shall provide the details for the survey layout and stakeout in the Work Plan.

The pre-construction survey drawings and projected material quantities shall be submitted to the Engineer for review and approval by the date provided in **SP-3**. Three (3) copies shall be provided on 11" x 17" paper and one (1) digital copy provided in AutoCAD or an approved equal.

The process survey drawings, in-place material quantities and supporting calculations shall be submitted to the Engineer for review immediately after they are completed in order to receive acceptance and payment. Three (3) copies shall be provided on 11" x 17" paper and one (1) digital copy provided in AutoCAD or an approved equal.

The as-built survey and in-place material quantities shall be submitted to the Engineer by the date provided in **SP-3** in order to receive acceptance and final payment. Three (3) copies shall be provided on 11" x 17" paper and one (1) digital copy provided in AutoCAD or an approved equal. The survey shall incorporate all field changes, change orders, and quantities of materials placed. All revisions shall be shown in red and be easily distinguishable from the original design.

Point files of the pre-construction, process and As-Built Surveys shall be included in the digital copies and shall contain the following information:

201.5.1 Point Number;

201.5.2 Northing (NAD 83 US. FT.);

201.5.3 Easting (NAD 83 US. FT.);

201.5.4 Elevation (NAVD 88 FT.);

201.5.5 Description.

## **201.6 Measurement and Payment**

Payment for Construction Surveys shall be paid for at the contract lump sum price for *Bid Item No. 201, "Construction Survey"*. Price and payment shall constitute full compensation for furnishing all labor, materials, and equipment to perform the pre-construction process and as-built surveys specified herein.

## TS-610 - WOVEN GEOTEXTILE FABRIC

### 610.1 Scope

The Work provided herein consists of furnishing all labor, material, equipment, and performance of all operations required for furnishing, hauling, placing, completing, and maintaining the woven geotextile fabric until placement of the stone cover is completed and accepted, as specified herein and on the plans.

### 610.2 Materials

The material shall be a woven geotextile fabric consisting only of long chain polymetric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and throughout the design service life. At least 85-percent, by weight, of the material shall be polypropylenes, polyesters, polyamides, polyethylene, or polyolefins. The geotextile fabric shall be free of any treatment or coating which might adversely alter the geotextile fabric's hydraulic or physical properties after installation. When required, the geotextile fabric shall contain stabilizers and/or inhibitors added to the base material to make filaments resistant to deterioration due to ultraviolet light and/or heat exposure. The edges of the geotextile fabric shall be selvaged. The geotextile fabric shall be free from defects and tears and shall meet or exceed the physical property requirements listed in the table on the next page. Thread used for factory or field sewing shall be of contrasting color to the fabric and made of kevlar, polypropylene, polyester, or polyamide thread. The thread shall be as resistant to deterioration due to ultraviolet light and/or heat exposure.

<b>MINIMUM PHYSICAL PROPERTY REQUIREMENTS FOR WOVEN GEOTEXTILE FABRIC</b>		
<b>Physical Property</b>	<b>Test Method</b>	<b>Geotextile Fabric Requirements</b>
*Wide Width Tensile Strength (lb./ft.)	ASTM D4595	4,800 (lb/ft) minimum, indirection perpendicular to centerline
**Seam Strength, (lb./ft.)	ASTM D 4884	2,400 (lb/ft) minimum, in direction perpendicular to centerline
Elongation at Break, (%)	ASTM D 4595	9% in any principal direction
Puncture Resistance, (lb.)	ASTM D 4833	90 minimum
Ultraviolet Radiation Stability, (% residual strength)	ASTM D 4355	70% at 500 hrs. minimum
Apparent Open Size- AOS	ASTM 4751	No finer than U. S. standard sieve size number 50 and no courser tan U. S. standard sieve size number 30
Water Permittivity, (sec -1)	ASTM D 4491	0.1 minimum
Flow Rate, (gal/min/ft^2)	ASTM 4491	minimum of 10 and a maximum of 50
Trapezoid Tear Strength, (lb.)	ASTM D 4533	220 minimum
(*) Value represents minimum average roll value (MARV) in the direction perpendicular to the centerline of the new geotextile fabric received from the manufacturer or distributor (i.e., any roll in a lot shall meet or exceed the minimum strength value in the table).		
(**) All of the samples shall yield test values greater than the minimum strength value specified.		

### 610.3 Shipment and Storage

The geotextile fabric shall be shipped/transported and maintained in a protective cover prior to placement. During all periods of shipment and storage, the geotextile fabric shall be protected from moisture, dust, debris, ultraviolet light, and other contaminants. Each geotextile fabric roll shall be labeled or tagged with the manufacturer's name, date of manufacture, batch number, and name of product.

#### **610.4 Seams and End Laps**

A woven geotextile fabric panel shall consist of multiple geotextile fabric strips sewn together at the factory for as large a panel area as manageable. All geotextile fabric panel seams shall be sewn at the factory using a double row, “butterfly” two-thread (“401”) chainstitch. Each row of stitching shall be located a minimum of 2-inches from the geotextile fabric edge. The sewing shall consist of two (2) parallel stitched rows at a minimum spacing of 1-inch. The panel width must cover the minimum structure width shown on the plans and shall overlap the structure edge a minimum of 1-foot and a maximum of 3-feet on each side. No payment will be made for material placed outside of the maximum edge overlap stated above. Each geotextile fabric panel end lap shall be overlapped a minimum of 5-feet to provide the area coverage shown on the plans. In areas deemed necessary by the Engineer, the geotextile fabric shall be overlapped a minimum of 10-feet or as directed by Engineer.

#### **610.5 Installation**

The woven geotextile fabric shall be placed with the machine direction perpendicular to the centerline under the stone at the locations, and to the lines and grades shown on the plans. The Contractor shall prepare the surface to receive the geotextile fabric, insuring the surface is relatively smooth and free of obstructions, depressions, debris, soft or low density pockets of material, and stone, which could damage the geotextile fabric during placement. At the time of installation, the geotextile fabric shall be rejected if defects, rips, holes, flaws, deterioration or damage incur during manufacture, transportation, or storage. The geotextile fabric shall be protected at all times during construction to insure the geotextile fabric’s original chemical and physical properties are unchanged. Work shall be scheduled so that the geotextile fabric placed is completely covered with a layer of the specified material by the end of each workday. Failure to comply shall require replacement of geotextile fabric. All wrinkles and sags shall be stretched out immediately before stone is placed on the geotextile fabric. The geotextile fabric shall be protected from damage during placement of stone. This shall be accomplished by limiting the height of drop to less than 1-foot. In the event the stone placement damages the geotextile fabric, the stone shall be placed directly on the geotextile fabric with zero (0) height of drop. Before placement of stone, the Contractor shall demonstrate the stone placement will not damage the geotextile fabric. Any geotextile fabric rejected or damaged shall be replaced by the Contractor at no additional cost to the Owner. The Contractor shall also submit a geotextile fabric panel placement plan for each site and the corresponding factory sewn panel dimensions. The Contractor shall allow the Engineer a minimum of 7- days for review and approval of the placement plan, prior to geotextile fabric fabrication.

#### **610.6 Acceptance**

All brands of geotextile fabric and all seams used in construction will be accepted on the following basis. At least 30-days prior to installation, the Contractor shall furnish to the Engineer, in duplicates, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile fabric. The certificate shall contain the signer’s title, the name and address of the Contractor, the contract number, and the project name and location. The mill certificate or affidavit shall attest the geotextile fabric meets the chemical, physical, and manufacturing requirements stated above in this specification, and the seams used to meet the seam requirements. Accompanying the certificate/affidavit, the Contractor shall submit a 3-foot by 3-foot sample of each geotextile fabric to be used. If seams are used, an additional 3-foot by 3-foot sample containing a seam in the center of the geotextile fabric sample shall be submitted.

### **610.7 Measurement and Payment**

Payment for this item will be made at the contract unit price per square yard for *Bid Item No. 610, "Woven Geotextile Fabric"*. The woven geotextile fabric will be measured in place to the nearest square yard, as delineated on the plans. Overlaps will be measured as a single layer. Price and payment shall constitute full compensation for providing all plant, labor, material, and equipment and performing all operations necessary for the complete and satisfactory installation of the woven geotextile fabric. No payment shall be made for geotextile fabric that is rejected or damaged due to Contractor fault or negligence.

## TS-702 - 650-POUND CLASS ROCK

### 702.1 Scope

The Contractor shall furnish all of the materials, labor and equipment necessary to construct the rock dikes in conformity to the lines, grades, and thicknesses provided on the Plans and in these Specifications, or as directed by the Engineer.

### 702.2 Materials

The rock shall not disintegrate upon exposure to the elements or be easily broken from handling, and shall be reasonably free from earth and other foreign materials. When tested in accordance with AASHTO Designation T 85, the solid weight of rock shall be at least 150-pounds per cubic foot (based on bulk specific gravity) and the absorption shall not exceed 2-percent. The least dimension of an individual rock shall be at least 1/3 its maximum dimension.

### 702.3 Quarries

On the basis of information and data available to the Engineer, rock which meets the quality requirements of this specification is produced by the sources listed in the following table.

PRODUCER	NEAREST TOWN TO PIT	PIT DESIGNATION
B.E. Construction Co.	Murfreesboro, AR	Murfreesboro Quarry
Boorhem Fields, Inc.	Black Rock, AR	Valley Stone Quarry
Bussen Quarries, Inc.	Mehlville, MO	Bussen Quarry
Central Stone Co.	Withers Mill, MO	Pitt No. 1
Central Stone Co.	Perry, MO	Pitt No. 9
Central Stone Co.	Danby, MO	Plattin Quarry
Dravo Basic Material Co., Inc.	Smithland, KY	Three Rivers Quarry
Farmer's Limestone Co.	Uniontown, MO	Farmer's Limestone Quarry
Graysonia Quarries, Inc.	Delight, AR	Delight Quarry
H.M.B. Construction	Dequeen, AR	H.M.B. Quarry
Industrial Mineral Products Div/3M	Little Rock, AR	3M Arch Street Quarry
Little Rock Quarry Co., Inc.	Caddo Valley, AR	DeRock Creek Quarry
Little Rock Quarry Co., Inc.	Little Rock, AR	Little Rock Quarry
McGeorge Corp.	Sweet Home, AR	Granite Mountain Quarry
Pine Bluff Sand and Gravel	Delaware, Ark.	River Mountain Quarry
Reed Crushed Stone Co.	Lake City, KY	Givertsville Quarry
Rigsby-Barnard Quarry, Inc.	Cave-In-Rock, IL	Rigsby-Barnard Quarry
Tower Rock Stone Co.	St. Genevieve, MO	Tower Rock Stone Quarry
Vulcan Materials Co.	Tuscumbia, AL	Quarry No. 114
Vulcan Materials Co.	Iuka, MS	Iuka Plant
West Lake Quarry Materials	Scott City, MO	Gray's Point Quarry
West Lake Quarry Materials	Neely's Landing, MO	Neely's Landing Quarry
West Lake Quarry Materials	Barnhart, MO	Barnhart Quarry
West Lake Quarry No. 2	Musicks Ferry, MO	West Lake Quarry

Other rock supplies may be accepted prior to construction by the Engineer. In order to gain acceptance, the Contractor shall obtain and test samples of the rock for gradation under the supervision of the Engineer. The Engineer shall accept the rock if the test results comply with this specification.

#### **702.4 Gradation**

All rock shall be Class 650-pound graded rip-rap or Owner approved equivalent. The rock shall meet the following gradation:

<b>ROCK RIPRAP 650# STONE GRADATION</b>	
<b>Stone Size (lbs)</b>	<b>% Lighter</b>
650 – 280	100
280 – 130	50
130 – 40	25
40 – 0	5-Max

Control of gradation will be by visual inspection either at the source, or Project Site or both. The Engineer reserves the right to verify the gradation of any shipment by testing two uniform size random samples. The equipment, labor and cost for testing the samples shall be provided by the Contractor.

#### **702.5 Free Fall**

The rock shall be placed carefully onto the geotextile fabric by limiting the height of drop to less than 1-foot. If this height of drop causes damage to the geotextile fabric, the stone shall be placed directly onto the geotextile fabric with a zero (0) height of drop. Before placement of stone, the Contractor shall demonstrate to the Engineer that the stone will not damage the geotextile fabric.

#### **702.6 Losses**

The Contractor is responsible to reclaim and utilize all rock that is lost during shipment or construction.

#### **702.7 Placement of the Rock Dikes**

All lifts for the rock dikes shall be constructed according to the lines, grades and elevations specified in the Plans and these Specifications. The rock shall be placed approximately 3-feet from each edge on top of the geotextile fabric and worked toward the center. The Contractor shall take all precautions so as not to damage the woven geotextile fabric when constructing the rock dike.

#### **702.8 Equipment**

The Contractor shall provide a proposed list of equipment in the Work Plan which will be used to construct the rock dikes, protection layer and scour protections berm. This list shall include the type (drag bucket, etc.), number of each type, and capacity (cubic yards, etc.) of the equipment. All rock shall be placed with a “drag” bucket or approved equal. “Orange peel” or “clamshell” buckets are prohibited.

### **702.9 Staging Area**

The Contractor is responsible for locating a staging area with adequate depth to light load the rock barges. The Contractor shall include the proposed location of the staging area in the Work Plan. If the Staging area is within 150-feet of a well head or pipeline, they shall be probed and appropriately marked by the Contractor. The Contractor shall also submit any letters of “No Objection” or “Agreements for Temporary Easements” from the landowner, well owner, or pipeline owner to the Engineer.

### **702.10 Tolerances**

The rock dikes shall be placed according to the cross sections (elevations, slopes, dimensions, etc.) shown on the Plans with a maximum tolerance of plus or minus half a foot ( $\pm 0.5'$ ). The maximum tolerance shall not be continuous along the alignment over a distance greater than 200-feet. Any stone placed outside of the specified tolerances will not be paid for by the Owner and must be added or removed by the Contractor.

### **702.11 Acceptance**

Acceptance of the rock dikes shall be accepted by the Engineer if it achieves compliance with the lines, grades, elevations, and tolerances in the Plans and these Specifications. Compliance shall be based upon the survey of the rock dike. The Engineer may require the Contractor to remove rock or place additional rock as necessary in order to achieve compliance.

### **702.12 Measurement and Payment**

Payment for this item will be made at the contract unit price per ton for *Bid Item No. 702, “650-Pound Class Rock”*. The unit of measurement for rock shall be the ton (2,000-pounds). Quantities will be computed to the nearest whole ton using the Barge Displacement Table as specified in **SP-11**. The Contractor shall provide the Engineer with certified weight tickets issued by the stone quarry for each barge. The Contractor shall measure the weight of the rock by barge displacement prior to unloading any rock from the barge. The Engineer will verify this measurement prior to payment. No payment will be made for any unauthorized or non-conforming placement of the rock.

## **END OF PART III – TECHNICAL SPECIFICATIONS**

# **APPENDIX A**

## **CPRA FORMS**



**PURCHASE ORDER NO.** \_\_\_\_\_

## PRIME CONTRACTOR \_\_\_\_\_

[illegible]

# Attachment A2

## Plant and Equipment Schedule

OAKS/AVERY HYDROLOGIC RESTORATION (TV-0013A)

### PLANT AND 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. The information submitted is pertinent to the evaluation of the proposed equipment and their 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 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.

(CONTRACTOR TO INCLUDE WITH WORK PLAN)

# Attachment A3

## Change Order Form

CHANGE ORDER NO. X

OWNER: State of Louisiana, Coastal Protection and Restoration Authority  
CONTRACTOR: \_\_\_\_\_  
PROJECT: Oaks/Avery Hydrologic Restoration (TV-0013A)  
FILE NO: \_\_\_\_\_  
PURCHASE ORDER NO: \_\_\_\_\_  
ENGINEER: Sellers & Associates, Inc.

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

Description: See Attached Summary.

Attachments (list documents supporting change):  
N/A

Change in Contract Price		Change in Contract Time	
Original Contract Price	\$	Original Contract Time (calendar days)	
Net Increase (Decrease) from Previous Change Orders	\$	Net Increase (Decrease) from Previous Change Orders (days)	
Contract Price Prior to This Change Order	\$	Contract Time Prior to This Change Order (calendar days)	
Net Increase (Decrease) of This Change Order	\$	Net Increase (Decrease) of This Change Order (days)	
Contract Price with This Change Order	\$	Contract Time with This Change Order (calendar days)	

RECOMMENDED: RECOMMENDED: ACCEPTED:  
By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer CPRA Construction Manager Contractor  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

# **APPENDIX B**

## **ENGINEER'S CLARIFICATION**

# Interpretation or Clarification By Engineer Form

Oaks/Avery Hydrologic Restoration (TV-0013A) Project

Interpretation or Clarification by Engineer

Number: \_\_\_\_\_

Date: \_\_\_\_\_

Subject: \_\_\_\_\_

Summary of Matter By Contractor:

\_\_\_\_\_

Interpretation or Clarification of Matter By Engineer:

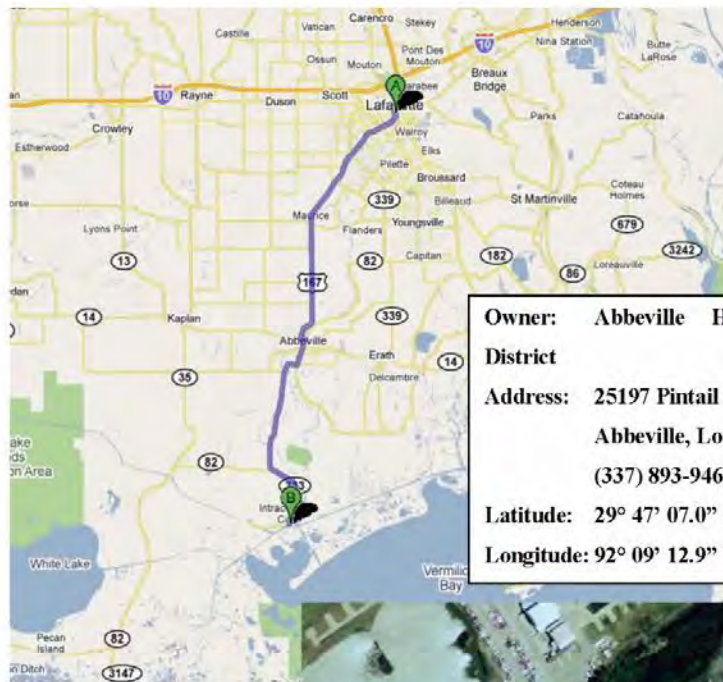
\_\_\_\_\_

# **APPENDIX C**

## **DIRECTIONS TO BOAT LAUNCH**

### Directions to Public Boat Launch at Intracoastal City

From Lafayette take La Hwy 167 South to Abbeville. Take left at La Hwy 14 and then turn right on La Hwy 82. Continue thru Abbeville and continue south on La Hwy 82 until reaching the intersection of La Hwy 333. Continue south on La Hwy 82 to Intracoastal City. The boat launch is located on the left as shown below.



**Owner:** Abbeville Harbor & Terminal District

**Address:** 25197 Pintail Avenue  
Abbeville, Louisiana 70510  
(337) 893-9465

**Latitude:** 29° 47' 07.0" N

**Longitude:** 92° 09' 12.9" W



# **APPENDIX D**

## **SURVEY CONTROL**





#### **VICINITY MAP**

Not to Scale

Reproduced from USC&GS "TIGRE LAGOON" Quadrangle

#### **Station Name: TV13-SM-01**

**Location:** The station is located north of Vermillion Bay in Iberia Parish, Louisiana, set on the spoil bank behind a protective rock barrier at the southeast junction of Intracoastal Waterway and Oaks Canal.

**Monument Description:** Aluminum cap attached to a steel rod driven to refusal within a 6" PVC sleeve and protective cover set in concrete and stamped "OAKS."

**Stamping:** "OAKS CANAL"

**Originally Installed:** October 2000

**Established By:** John Chance Land Surveys, Inc.

**Adjusted:** August 2001, John Chance Land Surveys, Inc.

**Adjusted:** June 2015, Sellers & Associates, Inc.

#### **NAD83 (2011) Epoch 2010.00 Geodetic Position**

Lat. 29°49'57.67615" N

Long. 91°59'11.13035" W

#### **NAD83 (2011) Epoch 2010.00 Datum LSZ (1702) Ft**

N = 485,238.06

E = 3,073,763.26

#### **NAVD88 Height (2011)**

Elevation = 2.07 feet (0.632 meters)

Ellipsoid Height = -25.549 meters

Geoid12A Height = -26.181 meters

#### **NAVD88 Height (August 2001)**

Elevation = 3.17 feet (0.965 meters)

Ellipsoid Height = -25.353 meters

Geoid99 Height = -26.318 meters



*Adjusted Position Established by Sellers & Associates, Inc. for the Coastal Protection & Restoration Authority of Louisiana*

# **APPENDIX E**

## **LANDRIGHTS MEMORANDUM**

# LANDRIGHTS MEMORANDUM

The State of Louisiana owns the water bottom around the project features. All Landowner inquiries should be made to Donice Bass at the State Land Office. Her Phone Number is (225) 342-0120. Her email address is [donice.bass@la.gov](mailto:donice.bass@la.gov).

Emile Thibodeaux serves as the land representative for the land adjacent to the Vermilion Bay Site. His phone number is (337) 898-1829. His email address is [erthibodeaux@bellsouth.net](mailto:erthibodeaux@bellsouth.net).

James Delcambre serves as the land representative for the land adjacent to the GIWW Site. His phone number is (337) 685-4230. His email address is [jimmie@delcambre.net](mailto:jimmie@delcambre.net).

# **APPENDIX F**

## **GOVERNMENT PERMITS**

# 1. LDEQ WATER QUALITY CERTIFICATION

JOHN BEL EDWARDS  
GOVERNOR



CHUCK CARR BROWN, Ph.D.  
SECRETARY

**State of Louisiana**  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL SERVICES

**AUG 04 2017**

Mr. Nicholas Sonnier  
Sellers & Associates, Inc  
148-B Easy Street  
Lafayette, Louisiana 70506

AI No.: 87041  
Activity No.: CER20170001

Re: Vermilion Parish Police Jury – Oaks/Avery Canal Hydrologic Restoration (TV-13a) Rock Maintenance  
Water Quality Certification WQC 170531-01  
Corps of Engineers Permit MVN-2007-04361-WPP  
Coastal Management Permit P20170067  
Vermilion Parish

Dear Mr. Sonnier:

The Louisiana Department of Environmental Quality, Water Permits Division (LDEQ), has reviewed the application to place fill to cap an existing rock dike near the Oaks Canal and extend an existing rock revetment along Vermilion Bay near Erath, Vermilion Parish.

The information provided in the application and the additional information received July 25, 2017, has been reviewed in terms of compliance with State Water Quality Standards, the approved Water Quality Management Plan and applicable state water laws, rules and regulations. LDEQ determined that the requirements for a Water Quality Certification have been met. LDEQ concludes that the placement of fill will not violate water quality standards as provided for in LAC 33:IX.Chapter 11. Therefore, LDEQ hereby issues Vermilion Parish Police Jury – Oaks/Avery Canal Hydrologic Restoration (TV-13a) Rock Maintenance Water Quality Certification, WQC 170531-01.

Should you have any questions concerning any part to this certification, please contact Elizabeth Hill at 225-219-3225, or by email at Elizabeth.Hill@la.gov. Please reference Agency Interest (AI) number 87041 and Water Quality Certification 170531-01 on all future correspondence to this Department to ensure all correspondence regarding this project is properly filed into the Department's Electronic Document Management System.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Guffliams".

Scott Guffliams  
Administrator  
Water Permits Division

c: IO-W  
Corps of Engineers - New Orleans District  
Coastal Management Division



## 2. LDNR CUP AUTHORIZATION



### DEPARTMENT OF NATURAL RESOURCES OFFICE OF COASTAL MANAGEMENT

P.O. BOX 44487  
BATON ROUGE, LOUISIANA 70804-4487  
(225)342-7591  
1-800-267-4019

#### COASTAL USE PERMIT/CONSISTENCY DETERMINATION

**C.U.P. No.:** P20170067

**C.O.E. No.:**

**NAME:** VERMILION PARISH POLICE JURY  
c/o SELLERS & ASSOCIATES, INC.  
148-B EASY ST.  
LAFAYETTE, LA 70506  
Attn: Nicholas Sonnier

**LOCATION:** Vermilion Parish, LA  
Oak/Avery Hydrologic Restoration Rock Maintenance (TV-13A) @ Lat. 29-49-58.60"N, Long. -91-59-26.05"W; Section 7, T14S-R5E

**DESCRIPTION:** Proposed capping of an existing rock dike (230') along the Gulf Intracoastal Waterway (GIWW) to decrease erosion and saltwater exchange in the adjacent brackish marsh. Also, proposed extension of an existing rock revetment by constructing 200' of foreshore dike to prevent erosion along the Vermilion Bay shoreline. Approx. 1,060 cy. of rock material will be required for dike construction activities.

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

1. Carry out, perform, and/or operate the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The applicant will notify the Office of Coastal Management of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the Office of Coastal Management by entering a commencement date through the online system, or by mailing said information to OCM.
10. Unless specified elsewhere in this permit, this permit authorizes the initiation of the coastal use described under "Coastal Use Description" for two years from the date of the signature of the Secretary or his designee. If the coastal use is not initiated within this two year period, then this permit will expire and the applicant will be required to submit a new application. Initiation of the coastal use, for the purposes of this permit, means the actual physical beginning of the use of activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the coastal use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, the permittee must, in good faith, and with due diligence, reasonably progress toward completion of the project once the coastal use has been initiated.
11. The following special conditions must also be met in order for the use to meet the guidelines of the Coastal Resources Program:

- a. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.
- b. Standard LDWF Provisions for Coastal Use Permits (CUPs) in currently Unproductive (Tier III) Public Oyster Seed Grounds (LDWF retains the right to amend permit provisions as needed):

Applicant shall be liable for, and shall compensate the state for, any damages to the oyster seed grounds caused by



Applicant or Applicant's contractors during any work done under this permit. Prior to commencement of the permitted activity, Applicant will also provide LDWF with the name of an individual in authority who can be contacted regarding any work done under the permit.

Compensation for impacts to the public oyster seed grounds shall be in the form of the planting of cultch material (i.e., crushed concrete, limestone, oyster shell, etc.) at the rate of 1 cubic yard per acre of impacted area for barren, non-supportive areas of the seed grounds, 50 cubic yards per acre of impacted area for supportive areas, and 187 cubic yards per acre of impacted area for reef areas plus the value of any living oyster resources destroyed. Applicant shall bear the expense of acquisition and deposition of cultch. The cultch shall be deposited by the Applicant, Applicant's contractor, or sub-contractor, under the direct supervision of LDWF, and shall be deposited at a time, place, and in a manner prescribed by the Department. In lieu of planting cultch material, the Applicant may make payment directly to the Public Oyster Seed Ground Development Account.

Applicant, Applicant's contractors and sub-contractors shall not discharge any produced waters, human waste that does not meet or exceed the requirements of the Department of Health and Hospitals, or drilling and/or workover effluent except for flocculated filtered water into the waters in the areas of the proposed activity or along any proposed access routes. Discharge rate of water shall not exceed the rate of filtering. If deemed appropriate Applicant shall have at the project location float booms for containing any spills.

All vessels utilized under this permit shall be of such size and loaded in such a manner as to not impact the water bottoms over which they pass. If access route traverses a currently productive public oyster area, the Applicant shall secure approval of the access route from LDWF and shall ingress and egress to the project location only along the approved route. If deemed appropriate by LDWF Applicant shall establish and maintain, until the project is complete, along the access route appropriate access route markings for vessels traveling to and from the project location. These markings may be subject to applicable local, state, and federal navigation requirements. These markings shall be sufficient to be used during day and night operations as well as in any climatic and sea condition which may occur during permitted activities.

Applicant shall provide legal representation and indemnification to LDWF for any and all lawsuits and legal claims that may be filed or made against LDWF as a result of the activities by Applicant.

This permit specifically does not authorize prop washing, wheel washing, dredging, or jetting beyond what is shown in the application and drawings. Any changes or variances in the location, access route, volume of material moved and/or magnitude of the area of impact shall require formal application to, and prior written authorization from, the Department of Natural Resources (DNR). The decision by DNR whether to authorize those changes will require consultation by DNR with LDWF in strict adherence to all applicable provisions of the February 3, 2005 Memorandum of Agreement between those two agencies.

At the discretion of the Secretary or Deputy Assistant Secretary of the Louisiana Department of Wildlife and Fisheries, any activities may be suspended until more favorable conditions prevail.

Applicant shall provide a letter of completion or as-built drawings of the completed project to the Department no later than 30 days following completion of the permitted activity.

A post-project bottom contour and side-scan survey may be required, covering the permitted project area or any other area outside the project footprint suspected of being directly impacted by permitted activities. The results of these surveys will be made available to the Department within 14 days of completion.

At the discretion of LDWF, the Applicant may be required to return all or part of water bottoms to pre-project conditions. Applicant shall remove or spread any dredged material which is greater than 0.5 feet above original water bottom contours unless otherwise specified in the coastal use permit.

Applicant shall provide to the Louisiana Department of Wildlife and Fisheries a water bottom assessment (unless waived by LDWF) that meets LDWF water bottom assessment sampling protocol prior to commencement of permitted activities.





- c. All structures built under the authorization and conditions of this permit shall be removed from the site within 120 days of abandonment of the facilities for the herein permitted use, or when these structures fall into a state of disrepair such that they can no longer function as intended. This condition does not preclude the necessity for revising the current permit or obtaining a separate Coastal Use Permit, should one be required, for such removal activities.
- d. All fill material shall be clean and free of contaminants and shall not contain hazardous materials such as asbestos or asbestos residue, shingles, tires, oil/grease residue, exposed rebar, protruding objects, etc.
- e. That permittee shall insure that all sanitary sewage and/or related domestic wastes generated during the subject project activity and at the site, thereafter, as may become necessary shall receive the equivalent of secondary treatment (30 mg/l BOD5) with disinfection prior to discharge into any of the streams or adjacent waters of the area or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to the Department of Health and Hospitals for purpose of review and approval prior to any utilization of such provisions.
- f. Structures must be marked/lighted in accordance with U. S. Coast Guard regulations.
- g. The area where the project is located is all part of the aboriginal homelands of the Chitimacha Tribe of Louisiana. As such, large villages, burial sites, and sacred sites were in place in that entire area. If at any time during the course of the work, any traditional cultural properties are discovered, Permittee shall immediately contact Kimberly S. Walden (Cultural Director) or Melanie Aymond (Research Coordinator) at (337) 923-9923 or (337) 923-4395. Office hours are Monday through Thursday from 7:30 A.M. - 5:00 P.M. and on Friday between 7:30 A.M. - 11:30 A.M. If traditional cultural properties are discovered on the weekend or after business hours, the notification shall be made the next business morning.
- h. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by this action.
- i. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.
- j. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.
- k. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:1.723.D.). Please note that a request for permit extension MUST be made no sooner than one hundred eighty (180) days and no later than sixty (60) days prior to the expiration of the permit.

The expiration date of this permit is five (5) years from the date of the signature of the Secretary or his designee. If the Coastal Use is not completed within this five (5) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (LAC 43:1.723(D)).



Page: 4 of 5  
C.U.P. No.: P20170067  
C.Q.E. No.:



Upon expiration of this permit, a new Coastal Use Permit will be required for completion of any unfinished or uncommenced work items and for any maintenance activities involving dredging or fill that may become necessary. Other types of maintenance activities may also require a new Coastal Use Permit.

- I. This determination does not eliminate the need to obtain a permit from the United States Army, Corps of Engineers or any other Federal, state or local approval that may be required by law. The drawings submitted with your referenced application are attached hereto and made a part of the record.

\*\*\*\*\* End of Conditions \*\*\*\*\*

By accepting this permit the applicant agrees to its terms and conditions.

I affix my signature and issue this permit this 15th day of March, 2017.

THE DEPARTMENT OF NATURAL RESOURCES

Karl L. Morgan, Administrator  
Office of Coastal Management

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

Attachments

Page: 5 of 5  
C.U.P. No.: P20170067  
C.O.E. No.:



**Final Plats:**

1) [P20170067](#) [Final Plats](#) [01/23/2017](#)

cc: Martin Mayer, COE w/attachments  
Dave Butler, LDWF w/attachments  
Jessica Diez, OCM w/attachments  
Darin Thomassee, OCM/FI w/attachments

VERMILION PARISH POLICE JURY w/attachments

### 3. USACE PERMIT



REPLY TO  
ATTENTION OF:

Operations Division  
Western Evaluation Section

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

FEB 07 2018

SUBJECT: MVN-2000-04361-WPP

Vermilion Parish Police Jury c/o  
Sellers and Associates, Inc.  
148-B Easy Street  
Lafayette, Louisiana 70506

Gentlemen:

Additional drawings attached in five sheets, furnished with your application dated January 23, 2017, requesting modification to cap an existing, and previously permitted rock dike, and to extend an existing rock revetment, near Latitude 29.832944, Longitude -91.990569, in the community of Erath, Louisiana, in Vermilion Parish, are approved and will be included in your plans for the work authorized by the Secretary of the Army in the permit dated December 17, 2001, from the District Engineer at New Orleans, Louisiana.

The following special conditions are made part of this authorization:

The (attached) Standard Manatee Conditions for In-Water Activities are hereby made a part of this authorization.

The time limit for completion of this work is extended to March 31, 2019.

All other conditions to which the work is made subject remain in full force and effect.

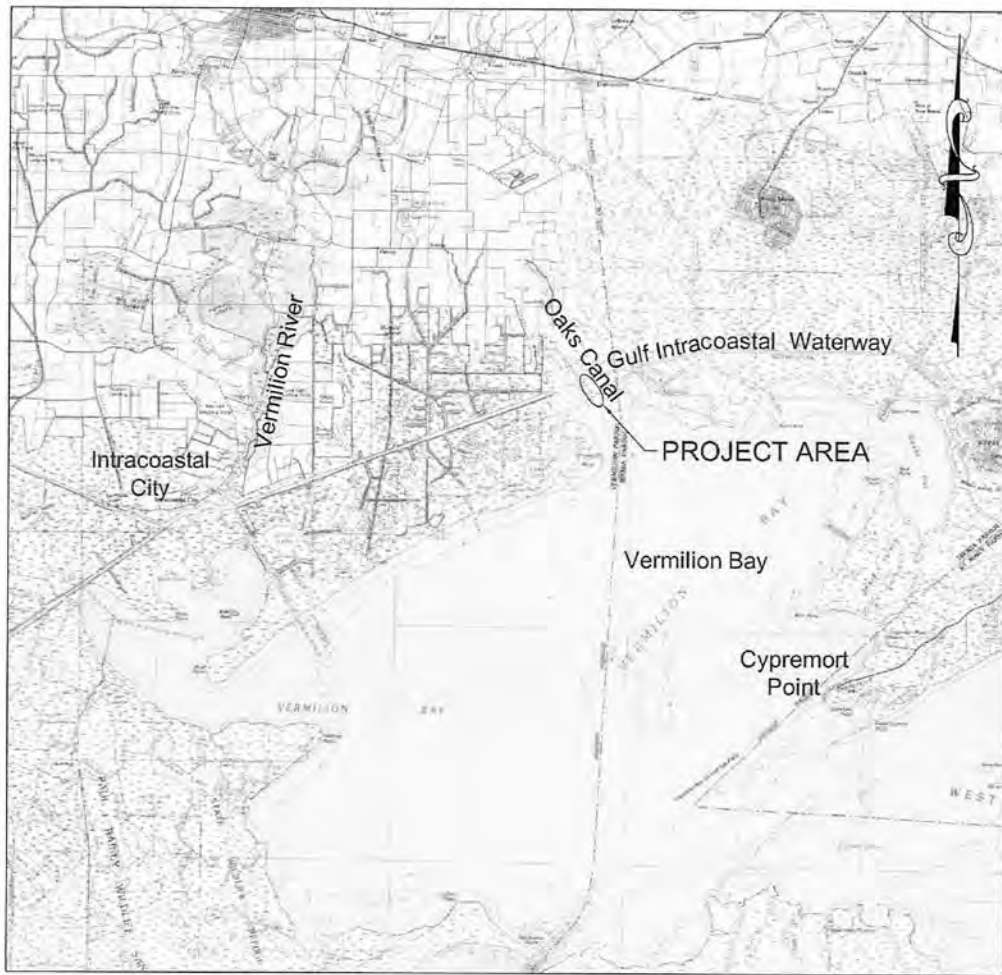
A copy of this permit approval letter must be conspicuously displayed at the project site. Also, you must keep a copy of this signed letter, with attached drawings, at the project site until the work is completed.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

A handwritten signature in black ink, reading "Martin S. Mayer".

Martin S. Mayer  
Chief, Regulatory Branch  
For  
Michael N. Clancy  
Colonel, US Army  
District Commander

Enclosure



6 3 0 6 12  
SCALE: 1" = 6 MILES

FIGURE 1  
VICINITY MAP

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY  
450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

**ATKINS**

**Sellers & Associates, Inc.**  
ENGINEERS SURVEYORS  
148-B Bay Street, Lafayette, LA 70508 (337) 233-0777

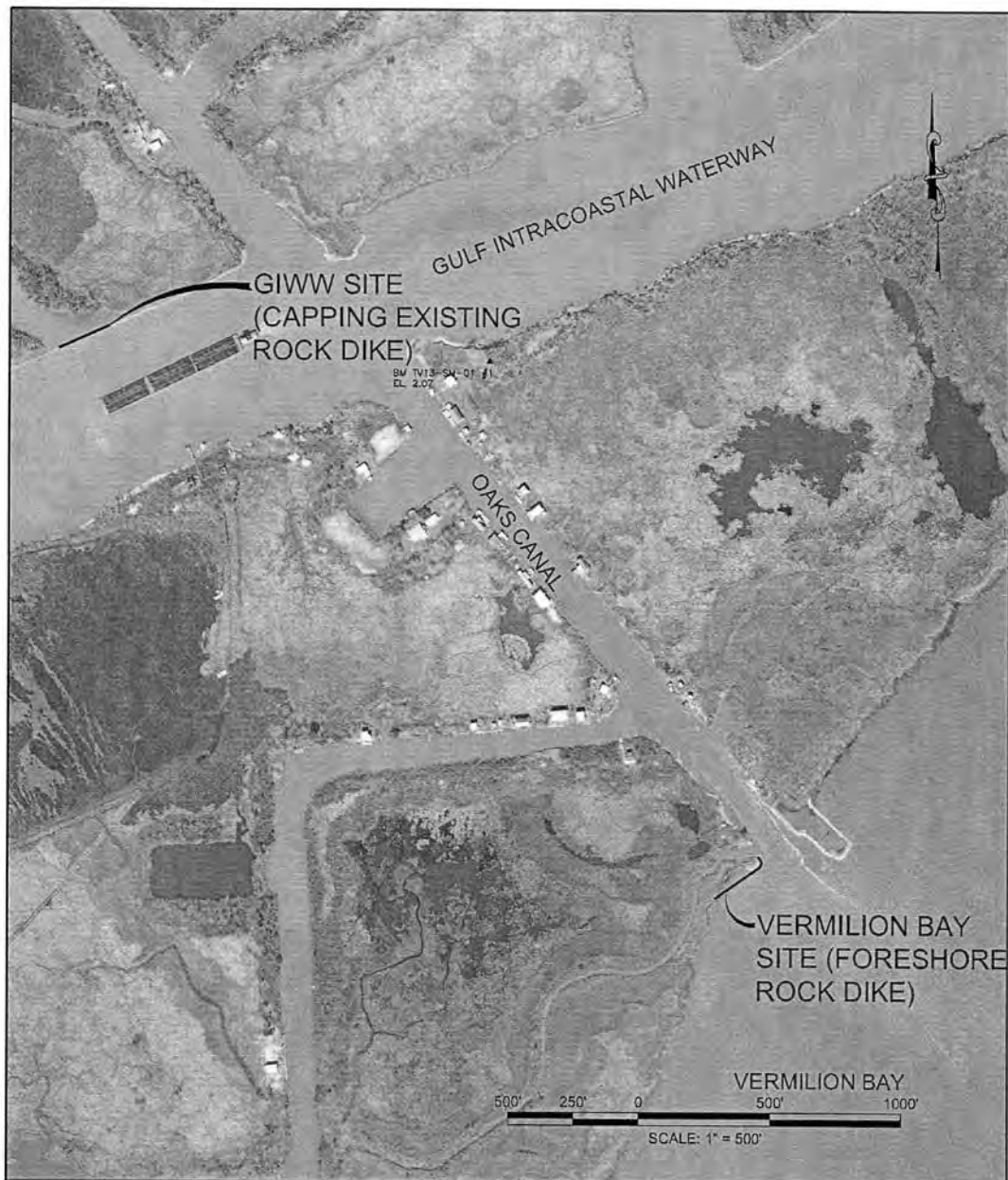


FIGURE 2  
PLAN LAYOUT  
OVERALL AREA

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY

450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

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148-B Easy Street, Lafayette, LA 70508 (337) 233-0777

R:\04818717\02-04 PERMIT\Permit Drawings\02-04-02-04 Layouts.dwg Nov 30, 2016 17:27

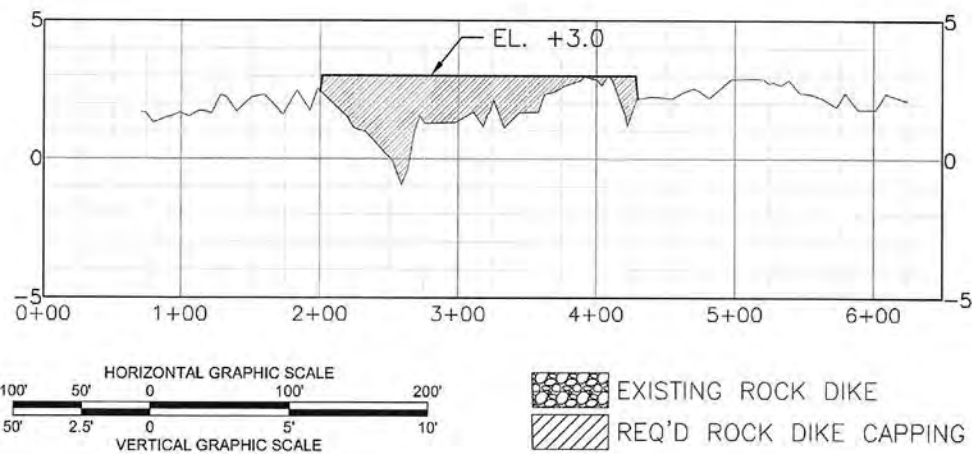
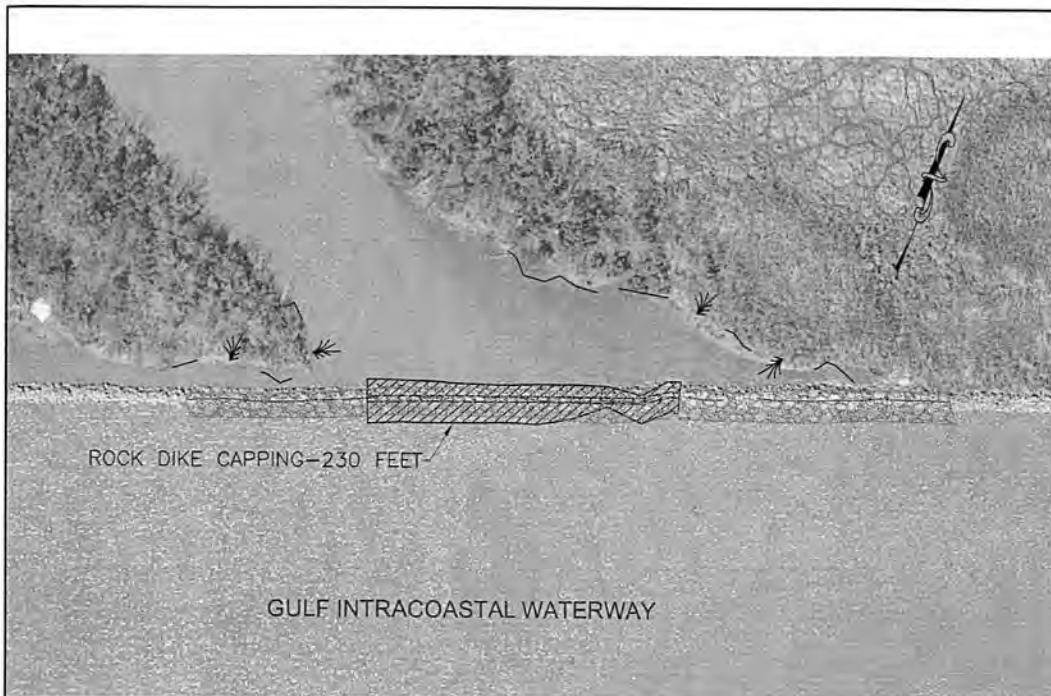


FIGURE 3  
PLAN & PROFILE  
GIWW

OAKS/AVERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY  
450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

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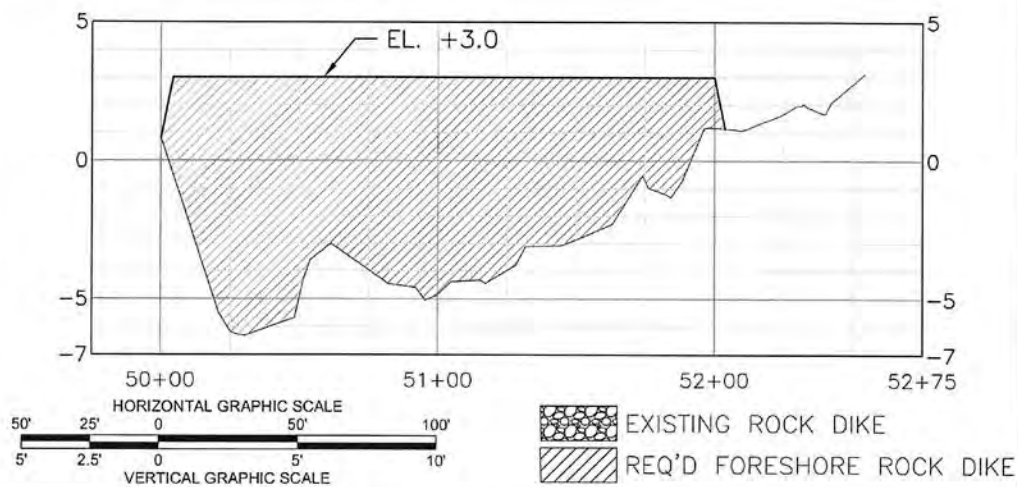
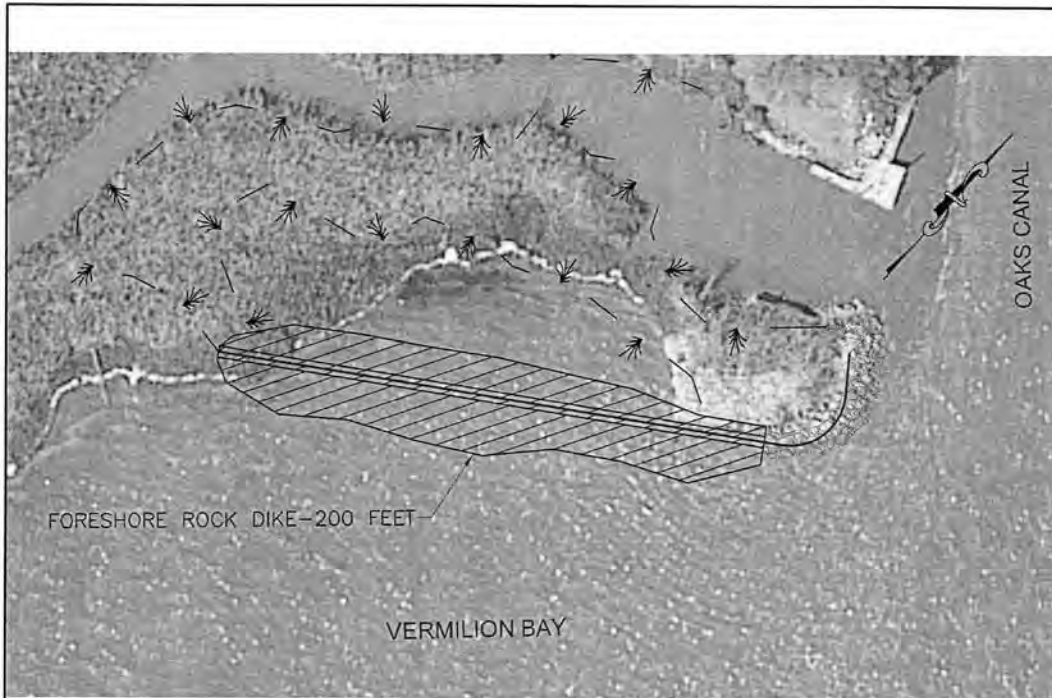


FIGURE 4  
PLAN & PROFILE  
VERMILION BAY

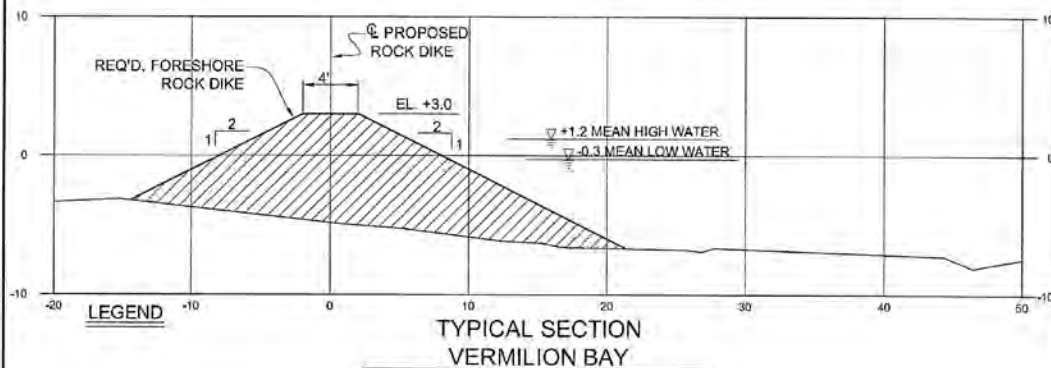
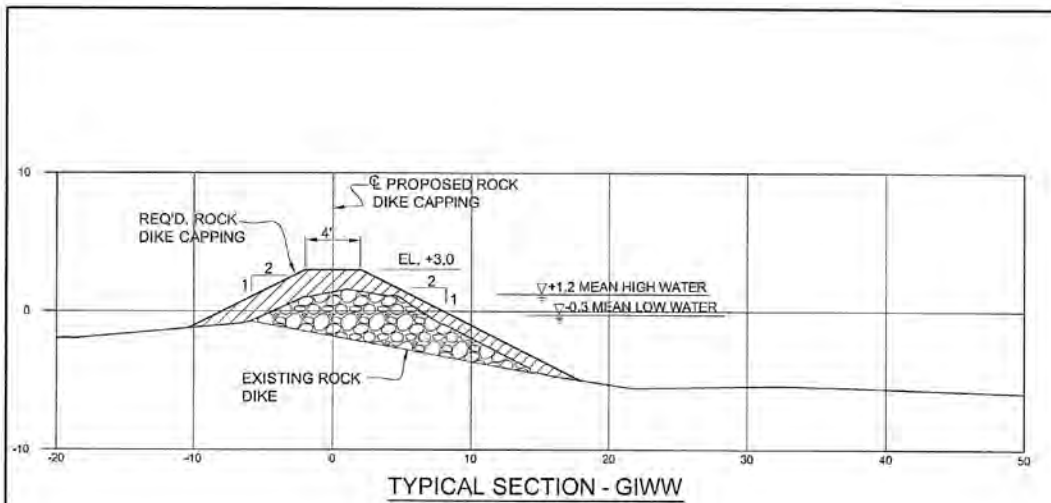
OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY

450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

**ATKINS**

**Sellers & Associates, Inc.**  
ENGINEERS SURVEYORS  
148-B Bay Street, Lafayette, LA 70506 (504) 838-0777



LEGEND



-  EXISTING ROCK DIKE
-  PROPOSED ROCK DIKE/CAPPING

FIGURE 5  
TYPICAL  
SECTIONS

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY  
430 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

**ATKINS**

 **Sellers & Associates, Inc.**  
ENGINEERS SURVEYORS  
145-B Easy Street, Lake Charles, LA 70601 (504) 934-0777



#### 4. LOUISIANA STATE LAND OFFICE CLASS "B" PERMIT

Class B Permit No. 732 United States of America  
Permit To Construct Bulkheads Or  
Flood Protection Structures State of Louisiana  
Between Vermilion Parish Police Jury Parish of Vermilion  
And State of Louisiana Body of Water Vermilion Bay

BE IT KNOWN AND REMEMBERED, that on the dates and before the several Notaries Public or other authorities named below, there personally came and appeared the undersigned parties who declared and acknowledged separately to each of the said Notaries, as follows:

A permit contract is entered into on this the 26 day of JUNE 2017  
by and between the State of Louisiana, represented by Jonathan Robillard (STATE LAND OFFICE) and  
Vermilion Parish Police Jury  
(Print or type full name)  
a resident of 100 N. State Street, Suite 200, Abbeville, LA 70510 (337) 898-4300  
(Street and City) (Telephone)  
Vermilion Parish, Louisiana, hereinafter referred as PERMITTEE:

By Virtue of R. S. 41:1701, et seq., and upon the terms and conditions of the Rules and Regulations adopted thereunder and this contract, a permit is granted to PERMITTEE for the construction of a bulkhead or other type of structure in the manner, place, and to the extent specified in the plans attached hereto and described briefly as follows:

Extend an existing rock revetment by constructing approximately 200' of foreshore dike to prevent erosion along Vermilion Bay, located in Section 7, T14S-R5E, Vermilion Parish, Louisiana, as shown on the attached plats.

In consideration for this permit to construct a bulkhead or other type structure, PERMITTEE hereby agrees:

A. To comply with all applicable laws, R. S. 41:1701, et seq., and the Rules and Regulations adopted thereunder; Permittee warrants that there will be no commercial use of the stated improvements and property, in violation of which this permit shall terminate.

B. That this permit shall be effective for a period of two years from the 26 day of June 2017 to the same day, 2019

C. That upon termination of the permit, no further activity affecting the water bottom shall be done except by issuance of a new permit in accordance with law;

D. That this permit in no way vests any right, title, or interest in PERMITTEE, which can be accomplished only in accordance with law;

E. That PERMITTEE shall hold the State of Louisiana and its agencies and subdivisions harmless for all acts or omissions in constructing or maintaining any structures or bulkheads though the permit for the same subsequently expires or is revoked; PERMITTEE assumes responsibility for all development and construction and for the condition and operation of the premises, and agrees to indemnify the State and all of its agents, servants and employees against and from any and all claims, demands, causes of action, costs and expenses on account of or in any way arising out of this permit or the negligence or acts of omission or commission of PERMITTEE in furtherance of this permit or otherwise;

F. That activities by PERMITTEE shall not create a hazard or obstruction to navigation, impede the drainage in the surrounding area or impose undue or unreasonable restraints on State or public right;

G. That the failure to substantially comply with the Rules and Regulations or applicable law shall result in revocation of this permit and all rights granted hereunder.

THUS EXECUTED AND SIGNED, in triplicate, at Hamoville, Vermilion, Parish of Vermilion, Louisiana, on the 10th day of April, 2017, by Michael J. Bertrand, a Notary Public duly commissioned and qualified in and for the Parish of Vermilion, Louisiana and in the presence of Linda Duhon and Alison Domingues, competent witnesses, after due reading of the whole.

WITNESSES:

Linda Duhon  
PRINTED NAME: Linda Duhon

Alison Domingues  
PRINTED NAME: Alison Domingues

PERMITTEE:

BY: Ronald D. Dwyer  
PRINTED NAME:

Michael J. Bertrand  
NOTARY #060951

PRINTED NAME: Michael J. Bertrand

THUS EXECUTED AND SIGNED, in triplicate, at Baton Rouge, Parish of East Baton Rouge, Louisiana, on the 26th day of JUNE, 2017, by STATE OF LOUISIANA, represented by Jonathan Robillard (STATE LAND OFFICE), all before me, SEAN PORTER, a Notary Public duly commissioned and qualified in and for the Parish of East Baton Rouge, Louisiana, and in the presence of Donice Bass and Adam Cox, competent witnesses, after due reading of the whole.

WITNESSES:

Donice Bass  
PRINTED NAME: DONICE BASS

Adam Cox  
PRINTED NAME: Adam Cox

STATE OF LOUISIANA

BY: Jonathan Robillard  
PRINTED NAME: JONATHAN ROBILLARD  
PUBLIC LANDS ADMINISTRATOR

Sean Porter  
NOTARY

PRINTED NAME: Sean Porter  
LA Bar Roll #34961  
Notary ID #134892

APPROVED AS TO FORM AND LEGALITY:

Harry Vorhoff  
ASSISTANT ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE

PRINTED NAME: HARRY VORHOFF



6 3 0 6 12  
SCALE: 1" = 6 MILES

FIGURE 1  
VICINITY MAP

OAKS/AVERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY

450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

**ATKINS**

 **Sellers & Associates, Inc.**  
ENGINEERS SURVEYORS  
148-B Easy Street, Lafayette, LA 70506 (337) 282-0777



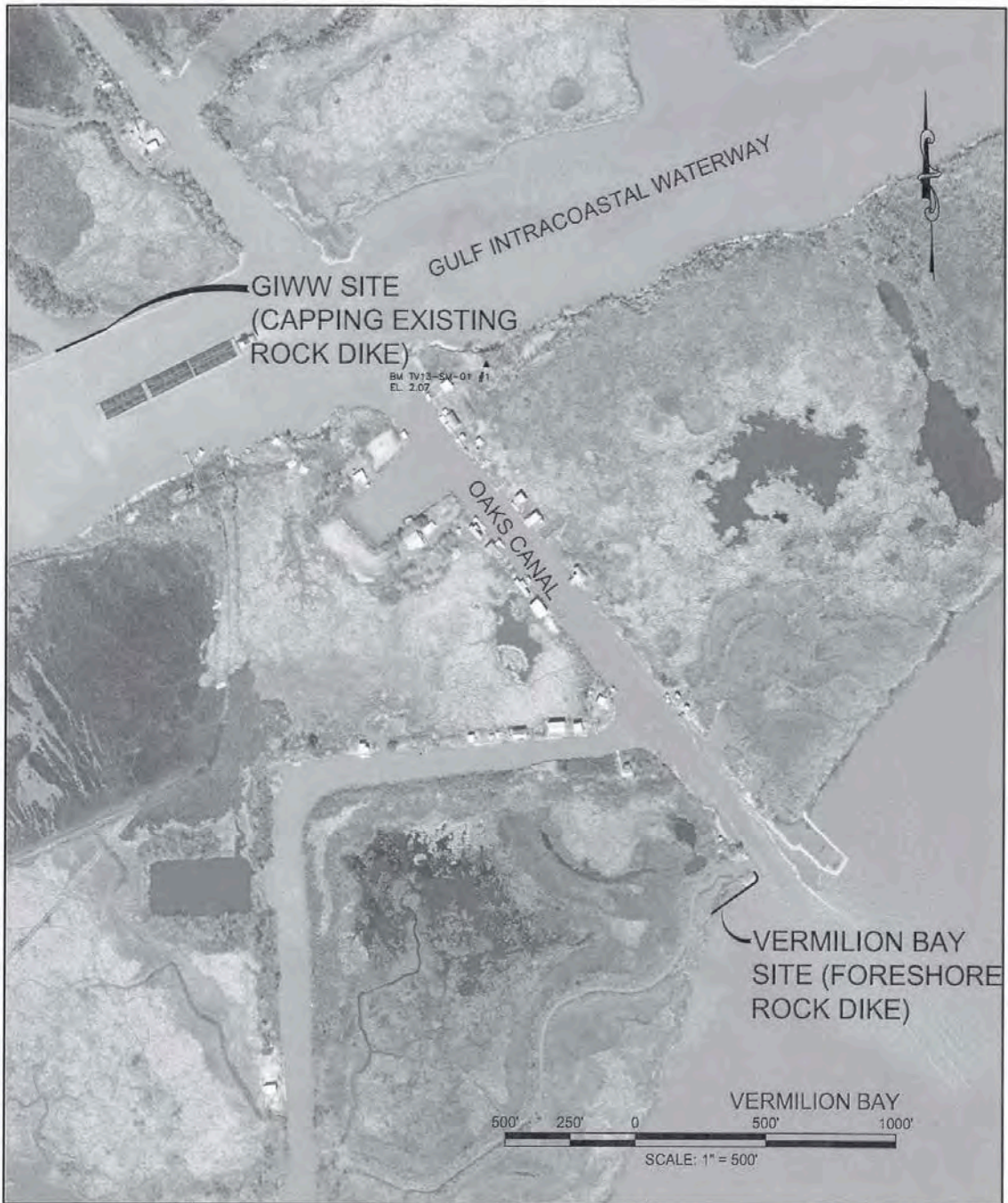


FIGURE 2  
PLAN LAYOUT  
OVERALL AREA

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY

450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

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140-19 Bay Street, Lafayette, LA 70508 (337) 232-0777

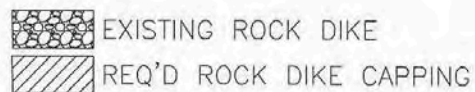
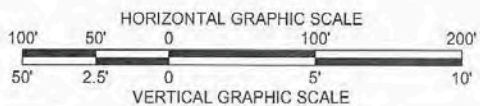
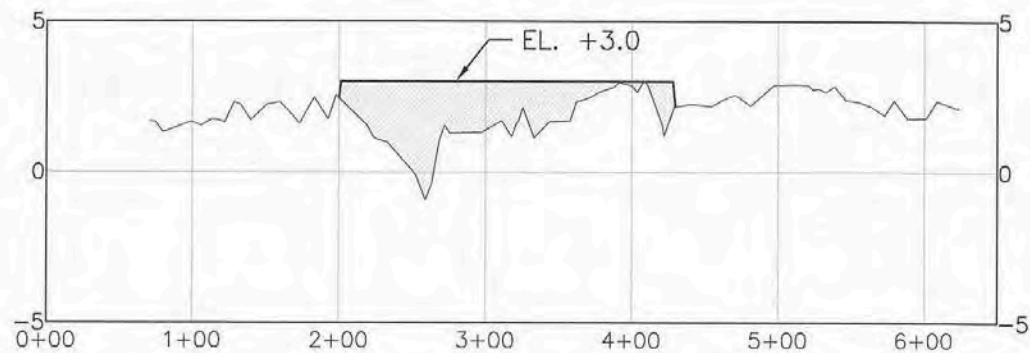
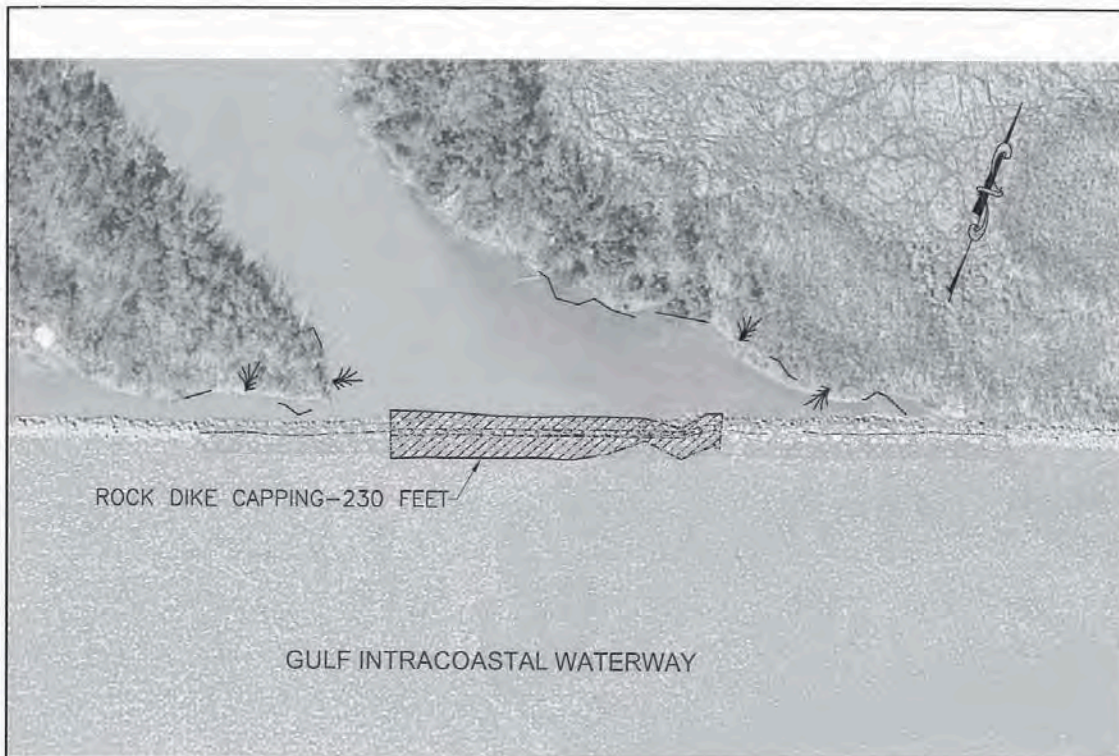


FIGURE 3  
PLAN & PROFILE  
GIWW

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY

450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

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ENGINEERS SURVEYORS  
140-9 Bay Street, Lafayette, LA 70506 (337) 532-9777



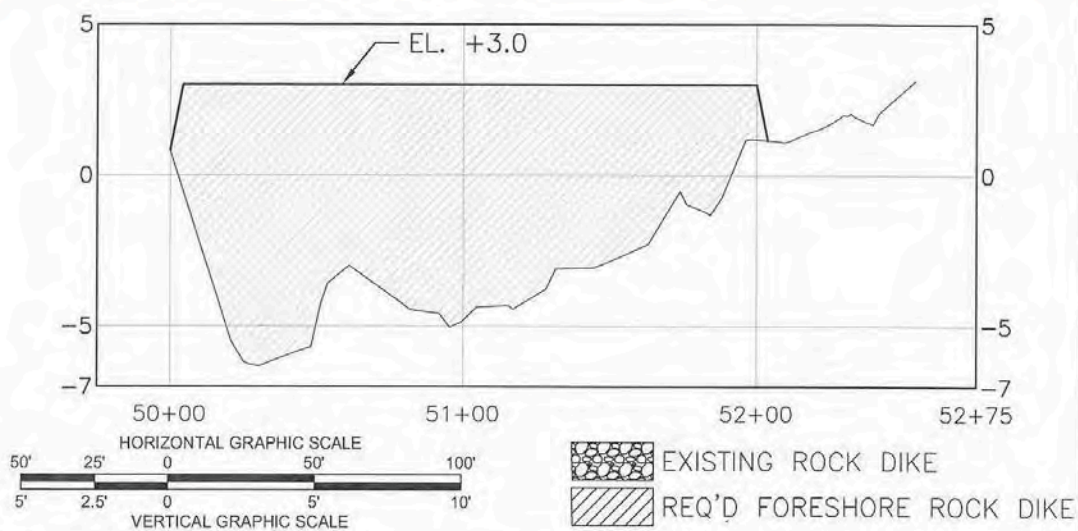
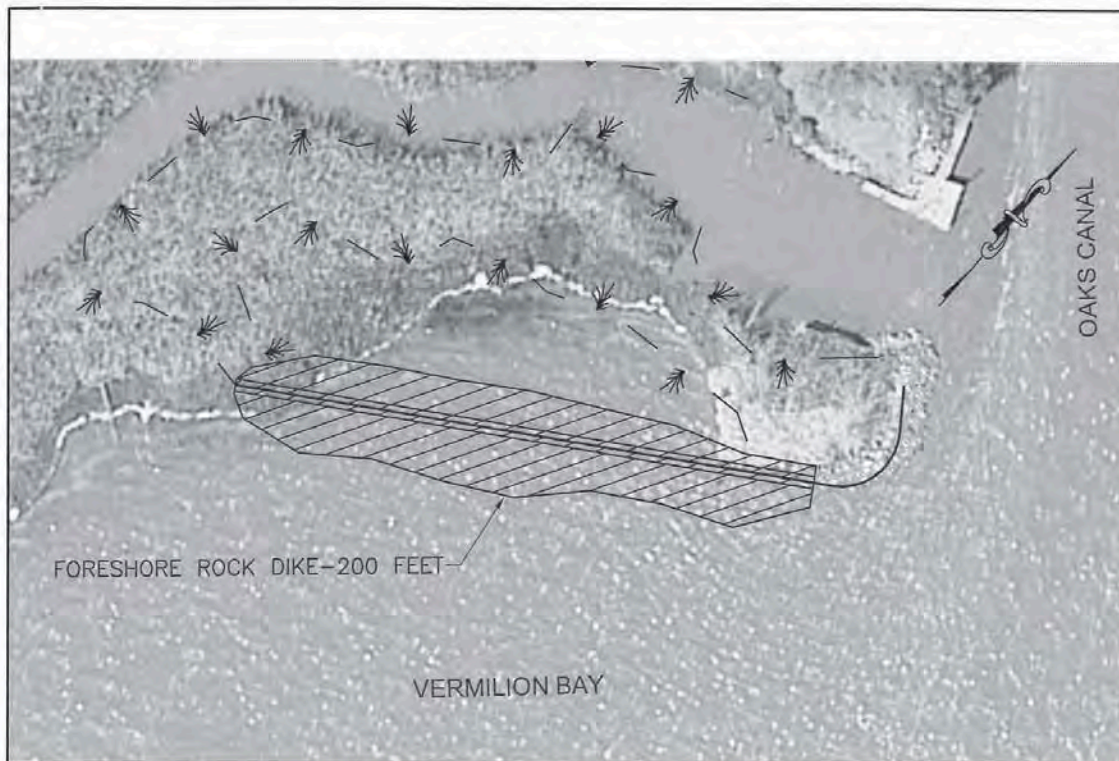


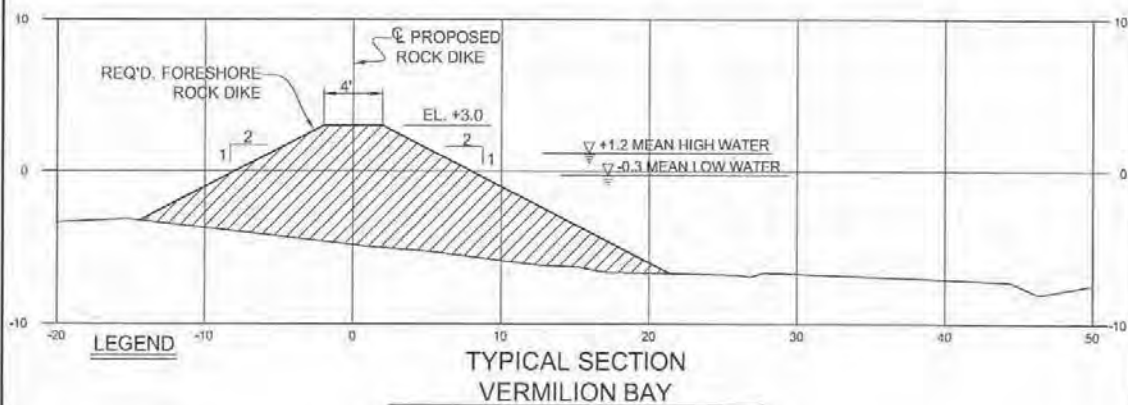
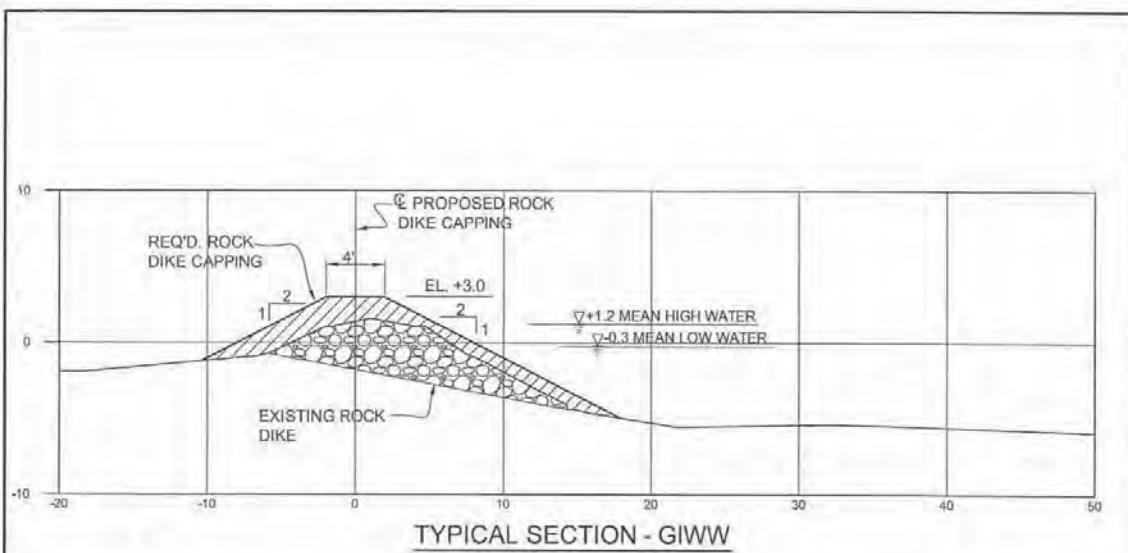
FIGURE 4  
PLAN & PROFILE  
VERMILION BAY

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY  
450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

**ATKINS**

**Sellers & Associates, Inc.**  
ENGINEERS SURVEYORS  
149-B Bay Street, Lafayette, LA 70508 (337) 225-8797



#### LEGEND



-  EXISTING ROCK DIKE
-  PROPOSED ROCK DIKE/CAPPING

FIGURE 5  
TYPICAL  
SECTIONS

OAKS/VERY HYDROLOGIC  
RESTORATION (TV-13A)  
ROCK MAINTENANCE

COASTAL PROTECTION AND  
RESTORATION AUTHORITY  
450 LAUREL STREET  
BATON ROUGE, LOUISIANA 70801

**ATKINS**

 **Sellers & Associates, Inc.**  
ENGINEERS SURVEYORS  
148-12 Boney Street, Lafayette, LA 70506 (337) 232-0777

# **APPENDIX G**

## **DAVIS-BACON ACT Prevailing Wage Determinations**



General Decision Number: LA180011 01/05/2018 LA11

Superseded General Decision Number: LA20170011

State: Louisiana

Construction Type: Heavy Dredging

Counties: Louisiana Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

\* 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.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

-----

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

Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

---

#### 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.

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END OF GENERAL DECISION