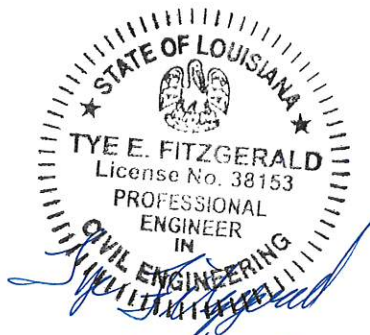


**BID DOCUMENTS  
FOR  
NORTHWEST TURTLE BAY  
MARSH CREATION PROJECT  
(BA-0125)**

**JEFFERSON PARISH LOUISIANA**



*12/12/2018*

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

**DECEMBER, 2018**

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## ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center, Baton Rouge, Louisiana 70802 until **2:00 P.M., Thursday, January 24, 2019.**

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: **Northwest Turtle Bay Marsh Creation Project  
Jefferson Parish, Louisiana**

PROJECT NUMBER: **BA-0125**

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

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Allison Richard  
E-mail: [cpra.bidding@la.gov](mailto:cpra.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 Wednesday, January 9, 2019 at Lafitte Town Hall, 2654 Jean Lafitte Blvd, Lafitte, LA 70067**

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

**A HIGHLY ENCOURAGED JOBSITE VISIT WILL BE HELD**  
**at 1:00 PM on Wednesday, January 9, 2019 at Nick's Marina, 5057 Kenal Road, Lafitte, LA 70067**

Contact Dustin White at (225) 342-4512 if directions are needed to the Mandatory Pre-Bid Conference.

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

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

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

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

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

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

STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
MICHAEL S. ELLISON, EXECUTIVE DIRECTOR

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Four Hundred Seventy Five (475)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

## LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **Five-Thousand Four-Hundred Seventy Dollars (\$5,470.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

## ARTICLE 1

### DEFINITIONS

#### 1.1 The Bid Documents include the following:

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

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

1.3 Addenda are written and/or graphic instruments issued by the Engineer prior to the opening of bids

which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

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

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

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

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

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

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

## **ARTICLE 2**

### **PRE-BID CONFERENCE**

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

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

## **ARTICLE 3**

### **BIDDER'S REPRESENTATION**

3.1 Each Bidder by making his bid represents that:

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

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

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

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

3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware

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

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

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

## **ARTICLE 4**

### **BID DOCUMENTS**

4.1 Copies

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

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

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

4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the



Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

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

#### 4.2 Interpretation or Correction of Bid Documents

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

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids, to reach him/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:** Northwest Turtle Bay  
Marsh Creation (BA-0125)  
\_\_\_\_\_  
*(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: Coastal Protection and Restoration Authority and dated: December 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:

Not Applicable \_\_\_\_\_ Dollars (\$ Not Applicable \_\_\_\_\_)

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

Not Applicable \_\_\_\_\_ Dollars (\$ Not Applicable \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable \_\_\_\_\_ Dollars (\$ Not Applicable \_\_\_\_\_)

**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:** Northwest Turtle Bay  
Marsh Creation (BA-0125)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(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 (TS-100)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
1	1	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Construction Surveys (TS-210)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
2	1	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Settlement Plates (TS-250)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
3	12	Each		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Instrumented Settlement Plates (TS-251)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
4	1	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Earthen Containment Dikes (TS-300)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
5	22,700	Linear Foot		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Earthen Gap Closures (TS-310)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
6	2,875	Linear Foot		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Sheet Pile Gap Closure (TS-311)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
7	2,545	Square Foot		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Equipment Access Channels (TS-330)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
8	1	Lump Sum		

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

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

**BID FOR:** Northwest Turtle Bay  
Marsh Creation (BA-0125)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(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.# ____ Hydraulic Dredging and Marsh Fill (TS-400)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
9	2,286,000	Cubic Yard		

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

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

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

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

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

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

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

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

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



**BID BOND**  
FOR  
**COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS**

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT(SEAL)

STATE OF \_\_\_\_\_

PARISH OF \_\_\_\_\_

**ATTESTATIONS AFFIDAVIT**

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

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

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

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

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

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

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

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

**NORTHWEST TURTLE BAY**  
**MARSH CREATION**  
Name of Project

**BA-0125**  
Project No.

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

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

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## FOR INFORMATION ONLY

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

### CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

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

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

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

Project No. \_\_\_\_\_  
State ID No. \_\_\_\_\_ Site Code \_\_\_\_\_

in strict accordance with Contract Documents prepared by Owner.

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

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

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

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

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

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

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

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

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

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

**WITNESSES:**

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

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

BY: \_\_\_\_\_  
Michael S. Ellison, Executive Director

BY: \_\_\_\_\_

SURETY: \_\_\_\_\_

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

\_\_\_\_\_

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

PROJECT NO.  
NAME  
LOCATION: \_\_\_\_\_

**A F F I D A V I T**

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

**PART I.**

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

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

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

**PART II.**

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

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

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

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

AFFIANT

\_\_\_\_\_

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

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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.

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- 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. 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 Authority 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 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 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 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, the 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.

The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish(s) in which the Work has been performed. The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids.

#### 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 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 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 19<sup>th</sup> 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 and filing of the Notice of Acceptance as described in GP-53.

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:

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

**END OF PART I - GENERAL PROVISIONS**

## PART II SPECIAL PROVISIONS

### SP-1 LOCATION OF WORK

The Work site is only accessible by boat and is located in Jefferson Parish, Louisiana, north of Turtle Bay, approximately seven miles southwest of Lafitte, LA. The project is divided into two Marsh Creation Areas which are located on both sides of the Harvey Cutoff and will be referred to as the East Marsh Creation Area and the West Marsh Creation Area. See Sheet 3 of the Plans for additional details.

### 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 to the Project Site, surveying, dredging and placement of dredged material, Earthen Containment Dike construction, earthen gap closure construction, sheet pile gap closure construction, 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 the Engineer. The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands or any other sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-existing conditions at no expense to the Owner. All work performed by the Contractor shall be limited to daylight hours only, unless otherwise specified in the Specifications. Any exception shall be requested in writing by the Contractor to the Engineer. Prior written authorization from the Owner shall be required in order to deviate from this stipulation. 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 Site Examination: The Contractor shall examine the Project Site and data included in the Appendices of these Specifications to determine the character of the material to be dredged and the condition of the Marsh Creation Areas. Material such as logs, stumps, snags, tires, scrap, debris and other materials may be encountered within the Project Site. Additionally, geotechnical analysis of the borrow material indicates that the presence of shells and oyster shells are expected to be encountered during dredging operations. If these materials are encountered, the Engineer will determine if they shall be dispersed within or removed from the Project Site. No Payment for dispersed or removed material shall be made. No consideration shall be given to any claims for additional payments based on the failure of the Contractor to inspect the Project Site and data provided in the Appendices of these Specifications.
- 2.2 Surveying: Prior to construction, unless stated otherwise herein, a Pre-Construction Survey shall be performed on the Marsh Creation Areas, Marsh Creation Borrow Area, Earthen Containment Dikes, Dike Borrow Areas, Earthen Gap Closures, Gap Closure Borrow Areas, Sheet Pile Gap Closures, Equipment Access Corridor(s), Dredge Pipeline Corridor, Grade Stakes and Settlement Plates. During construction, Process Surveys shall be performed for monitoring, partial acceptance, and payment. After construction is complete, the Contractor shall perform an As-Built Survey for final acceptance of all the Work.
- 2.3 Equipment Access Dredging: Mobilization of equipment to the permitted Turtle Bay Marsh Creation Borrow Area, shown on the Plans, may require dredging within Turtle

Bay. Temporary Access Channel(s) may be dredged in accordance with the Plans and these Specifications.

- 2.4 Earthen Containment Dikes: Earthen Containment Dikes shall be constructed from in-situ soils in order to create full perimeter containment for the East Marsh Creation Area as shown on the Plans. The existing spoilbank along the southern boundary of the West Marsh Creation Area shall be raised using in-situ soils, as shown on the Plans, in order to prevent dredged material from escaping the southern boundary of the West Marsh Creation Area.
- 2.5 Earthen Gap Closures: Earthen Gap Closures shall be constructed from in-situ soils in order to dam existing channels along the perimeter of the West Marsh Creation Area as shown on the Plans.
- 2.6 Sheet Pile Gap Closure: A Sheet Pile Gap Closure shall be installed at the specified West Marsh Creation Area location, shown on the Plans, where the existing channel depth prohibits the construction of an Earthen Gap Closure.
- 2.7 Dredge Pipeline Corridor: Hydraulic dredge pipeline, which facilitates the transfer of dredge material from the Marsh Creation Borrow Area to the Marsh Creation Areas, shall be installed along the proposed corridors shown on the Plans. The Contractor shall provide any proposed modifications to this alignment in the Work Plan.
- 2.8 Marsh Creation Areas: Fill material shall be dredged from the Marsh Creation Borrow Area in Turtle Bay and placed into the East and West Marsh Creation Areas as shown on the Plans.
- 2.9 Settlement Plates: Settlement plates shall be fabricated and installed in the Marsh Creation Areas at the locations shown on the Plans

Existing infrastructure, where indicated on the Plans, is shown only to the extent such information was made available to, or discovered by, the Engineer during preparation of the Plans. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness is expressly disclaimed. The Contractor shall be responsible for investigating, locating and protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the area where dredging operations are to be performed. If the Contractor fails to discover an underground installation and damages the same, the contractor shall be responsible for the cost of the repair at no additional expense to the Owner. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with the project due to encountering objects above and below the water line.

SP-3 CONTRACT MILESTONES AND SUBMITTALS

<b>Prior to Construction</b>		
<b>Milestone</b>	<b>Recipient</b>	<b>Date Due</b>
Bid Advertisement	Publications	As advertised
Mandatory Pre-Bid Conference and Highly Encouraged Site Visit (GP-5)	Provided in Advertisement for Bids	Provided in Advertisement for Bids

<b>Prior to Construction (Cont.)</b>		
<b>Milestone</b>	<b>Recipient</b>	<b>Date Due</b>
Questions on Bid Documents (GP5 & SP-5)	Submit to <a href="mailto:cpra.bidding@la.gov">cpra.bidding@la.gov</a>	Provided in Instructions to Bidders
Effective Date of Contract	Contractor and Owner	Stated in Contract
Start of Contract Time	Contractor and Owner	Stated in Notice to Proceed
List of all Subcontractors (GP-19)	Submitted to Engineer	Prior to awarding any subcontracts
Work Plan (GP-8 & SP-7)	Submitted to Engineer	14 days prior to Pre-Construction Conference
Progress Schedule (GP-9)	Submitted to Engineer	At least 14 days prior to starting construction, monthly thereafter
<b>During Construction</b>		
<b>Milestone</b>	<b>Recipient</b>	<b>Date Due</b>
Daily Progress Report (GP-10)	Resident Project Representative	By 12:00 pm the following day from mobilization to demobilization
USCG Notice to Mariners (SP-16)	Submitted to Engineer	Prior to mobilization of the dredge and dredge pipeline
Aids to Navigation (TS-150)	Submitted to Engineer	Prior to mobilization of the dredge and dredge pipeline
Pre-Construction Conference (GP-14)	Contractor, Engineer and Resident Project Representative	As determined by the Engineer after the Notice to Proceed is issued
Progress Meetings and Reports (GP-13 & GP-39)	Engineer and Resident Project Representative	Bi-weekly or as determined at the Pre-Construction Conference
Pre-Construction Survey (TS-210)	Submitted to Engineer	Fourteen (14) working days prior to anticipated start of Construction
Process Surveys (TS-210)	Submitted to Engineer	Within 5 working days after notification that field data collection for each Process Survey is complete
<b>Post Construction</b>		
<b>Milestone</b>	<b>Recipient</b>	<b>Date Due</b>
As-Built Survey (TS-210)	Submitted to Engineer	Draft version due five (5) working days prior to Final Inspection. Final version due ten (10) working days after Final Inspection.
Request for Final Inspection (GP-53)	Submitted to Engineer	Upon completion of the Work
As-Built Drawings (GP-54)	Submitted to Engineer	Five (5) Working Days after Final Acceptance
End of Contract Time	Contractor and Owner	<b>475</b> calendar days after Notice to Proceed



## SP-4 DELIVERABLES

- 4.1 Prior to Pre-Construction Conference: 14 days prior to the Pre-Construction Conference the Contractor shall submit the Work Plan as specified in GP-8 and SP-7 along with the Progress Schedule as specified in GP-9.
- 4.2 Prior to Construction: The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference:
  - 4.2.1 Updates to the Work Plan and Progress Schedule based on comments from the Engineer;
  - 4.2.2 Updates to the dredge or equipment data Sheets;
  - 4.2.3 Proposed changes to the layout of the Work;
  - 4.2.4 Records of communication between the Contractor and private property owners, pipeline operators, government agencies, etc.
- 4.3 During Construction: The Contractor shall provide the following information to the Engineer during construction:
  - 4.3.1 The results of all surveys and calculations as specified in TS-210;
  - 4.3.2 Monthly Progress Schedule as specified in GP-9;
  - 4.3.3 Daily Progress Reports as specified in GP-10;
  - 4.3.4 Copies of all inspection and monitoring reports;
  - 4.3.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
  - 4.3.6 Results of any materials testing;
  - 4.3.7 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;
  - 4.3.8 The Contractor shall contact the Engineer a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection and gain final acceptance from the Engineer.
- 4.4 Post Construction: The following documents shall also be submitted to the Engineer after completion and final acceptance of the Work:
  - 4.4.1 As-Built Drawings as specified in GP-54 and TS-210.

SP-5 CONTACT INFORMATION

Prior to the 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:

Coastal Protection and Restoration Authority (CPRA)  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Allison Richard  
Phone: 225-342-5453  
Fax: 225-800-5599  
Email: [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov)

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

CPRA Project Engineer  
Thomas McLain  
P.O. Box 44027  
Baton Rouge, LA 70804  
Phone: (225) 342-6307  
Fax: (225) 800-5596  
E-Mail: [thomas.mclain@la.gov](mailto:thomas.mclain@la.gov)

CPRA Field Engineer  
Adam Ledet, P.E.  
1440 Tiger Dr., Suite B  
Thibodaux, LA 70301  
Phone: (985) 449-5105  
Fax: (985) 447-0997  
E-Mail: [adam.ledet@la.gov](mailto:adam.ledet@la.gov)

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

SP-6 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.

6.1 Minimum Scope and Limits of Insurance

6.1.1 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.

6.1.2 Commercial General Liability

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

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

**COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE**

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

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

6.1.3 Automobile and Watercraft Liability

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

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

6.1.4 Excess Umbrella

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

6.1.5 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.

#### 6.1.6 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.

### 6.2 Other Insurance Provisions

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

#### 6.2.1 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.

#### 6.2.2 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.

#### 6.2.3 All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of

cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

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

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

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

#### 6.2.4 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.

#### 6.2.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # \_\_\_\_\_

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Contractor to purchase

and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

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

#### 6.2.6 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.

#### 6.2.7 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.

#### 6.2.8 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.

### 6.3 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-7 WORK PLAN SUPPLEMENTAL

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

- 7.1 Hydraulic Dredge Data Sheet in Appendix J;
- 7.2 Equipment Data Sheet in Appendix K;
- 7.3 Layout of equipment staging area(s);
- 7.4 Layout and schedule for construction of the Earthen Containment Dikes, Earthen Gap Closures, and Sheet Pile Gap Closure;
- 7.5 Layout and schedule for construction of the internal training Dikes if proposed to be constructed by the Contractor;
- 7.6 Dike and Gap Closure breach repair procedures and communications protocol;
- 7.7 Layout and schedule for dredging the Marsh Creation Borrow Area and Equipment Access Corridor(s);
- 7.8 Type(s), diameter(s) and length(s) of dredge pipeline;
- 7.9 Layout and schedule for installing and removing all portions (Trunk and laterals) of the dredge pipeline;
- 7.10 Layout for all equipment access Corridors;
- 7.11 Layout for the installation of protection measures at all equipment and pipeline crossings;

- 7.12 Layout, sequencing, and schedule for hydraulic fill placement into the Marsh Creation Areas;
- 7.13 Layout and schedule for dewatering the Marsh Creation Areas, including proposed locations of dewatering structures;
- 7.14 Turbidity Control Plan;

SP-8 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 five-thousand four-hundred-seventy dollars (\$5,470) 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-9 TRANSPORTATION

During construction layout, construction, and until final inspection and acceptance, the Contractor shall provide a safe and reasonable means of transportation to and from the dock, staging area, and construction areas for Owner, Engineer, Resident Project Representative, and the Federal Sponsor. The schedule for dates, times, and pickup location for transportation shall be arranged by the Owner with the Contractor prior to Mobilization.

During Mobilization, construction layout, construction, Demobilization, and until Final Inspection and Acceptance, should the Contractor utilize a boat, quarters barge, or quarters and stay at the project area overnight, then the Contractor shall provide room and board for the Resident Project Representative.

The Contractor shall provide a boat with an operator for the exclusive use of the Engineer, Resident Project Representative, Federal Sponsor, and other representatives from the State around the project area for the duration of the project. The boat shall have the following features:

1. an enclosed cabin space
2. capable of maintaining 25 knots (29 mph)
3. six (6) passengers capacity
4. Coast Guard certified
5. operable marine radio
6. all safety equipment required by the Coast Guard for the size and type of vessel
7. draft of three feet (3') or less

The Contractor shall provide the Engineer, Resident Project Representative, Federal Sponsor, and other representatives from the State daily access to an air boat (4 passenger capacity) with an operator, as necessary, to properly inspect the Earthen Containment Dikes and the Marsh Creation Areas during the duration of construction activities.

The Contractor shall supply the fuel and any required maintenance for the airboat and boat for the duration of the Work. All mechanical malfunctions of these vessels shall be repaired or replaced within twelve (12) hours after malfunction or after the Contractor is directed by the Engineer.



In the event that the Contractor refuses, neglects, or delays compliance with these requirements, the specific facilities may be furnished and maintained by the Owner, and the cost thereof will be deducted from any amounts due, or to become due, to the Contractor.

The costs associated with providing all transportation stated above shall be included in the lump sum price for Bid Item No. 100, "Mobilization and Demobilization".

#### SP-10 OFFICE FOR OWNER

The Contractor shall provide an office for the Engineer and Resident Project Representative at the Project Site. This office shall be for the sole use of the Engineer or Resident Project Representative, suitably sized, and provided with lighting, heat, air conditioning, telephone service and internet service. The office furnishings shall include a work table, drafting table, stool, two chairs, and locking doors for security purposes.

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. 1, "Mobilization and Demobilization."

#### SP-11 LANDOWNER AND PIPELINE REQUIREMENTS

The Owner has obtained all temporary easements, servitudes, 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 Corridors and insurance. A land rights memorandum is included in Appendix C. The Contractor shall give at least five (5) days notice to landowner (Grantor) prior to initiation of access to the said lands for the purpose of work planning, implementing, constructing, operating, modifying, monitoring and maintaining the Project. The Contractor shall abide by the stipulations set forth by the respective landowners below:

##### **Louisiana Land & Exploration Company**

Ordis Smith III, Coastal Wetlands Ops Supervisor  
985-853-3018  
806 Bayou Black Drive  
Houma, LA 70360

##### **The Rigolets Limited Partnership**

Frank Tessier, Representative  
504-585-3809  
1100 Poydras Street  
Energy Centre, Suite 3100  
New Orleans. LA 70163

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 its own fault or negligence of the landowners, their employees, agents, or representatives.

The Contractor shall notify all pipeline and utility companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dredge pipeline alignments, Earthen Containment Dike alignments, Earthen Gap Closure alignments, Sheet Pile Closure alignments, Marsh Creation Areas, Marsh Creation Borrow Area(s), and equipment access Corridors shall be probed and their locations marked with buoys or flagged stakes prior to any excavation or installation of the dredge pipeline, for the duration of construction activities. The Contractor shall maintain all buoys and flagged stakes during construction.

**Phillips 66**  
281-293-6600  
P.O. Box 4428  
Houston, TX 77210

**Kinder Morgan**  
Rick Sellers  
337-738-6144  
1001 Louisiana St, Suite 1000  
Houston, TX 77002

**Kinetica**  
Kurt Cheramie, VP  
Houston Office:  
713-228-3347  
1001 McKinney Street  
Suite 900  
Houston, TX 77002

**Kinetica (continued)**  
Houma Office:  
985-879-3516  
224 Aviation Road  
Houma, LA 70363

**Krewe Energy, LLC**  
Barry R. Salsbury, Managing  
Partner/ Operations & Production  
985-898-4912  
200 Caroline Court  
Covington, LA 70433

**Crimson Gulf LLC**  
Randy Jones, Maintenance  
Coordinator  
985-804-1044  
263 Trinity Lane  
Gray, LA 70359

No access, excavation, anchors or spuds shall be permitted within fifty feet (50') of the right-of-way of any pipeline or utility unless specified otherwise in the Contract Documents. No hydraulic dredging shall be permitted within two hundred fifty (250) feet of any existing pipeline or utility in the Marsh Creation Borrow Area unless specified otherwise in the Contract Documents.

#### SP-12 OYSTER LEASE AND SEED GROUND RESTRICTIONS

There are no known existing oyster leases near or within the boundaries of the Project Site. LDWF has classified Turtle Bay as a Tier 2 Oyster Seed Ground. The Contractor shall keep all equipment contained to the permitted access corridors and Marsh Creation Borrow Area as

shown on Plan Sheet 3. In addition, The Contractor shall avoid impacts to Oyster Seed Grounds outside the boundaries of the Project Site.

#### SP-13 THREATENED AND ENDANGERED SPECIES

During in-water work in areas that potentially support manatees, all personnel associated with the project shall be instructed and made aware of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with, and injury to, manatee. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. Additionally, personnel shall be instructed not to attempt to feed or otherwise interact with the animal.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). To minimize potential impacts to manatees in areas of their potential presence, the permittee shall insure the following are adhered to:

- 13.1 All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).
- 13.2 If a manatee(s) is sighted in or near the project area, all vessels associated with the project shall operate at "no wake/idle" speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels shall follow routes of deep water whenever possible.
- 13.3 If used, siltation or turbidity barriers shall be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.
- 13.4 Temporary signs concerning manatees shall be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8 ½" X 11" reading language similar to the following: "CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8 ½" X 11" shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall read language similar to the following: "CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION".

- 13.5 Collisions with, injury to, or sightings of manatees shall be immediately reported to the US Fish and Wildlife Service's, Louisiana Ecological Services Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

#### SP-14 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 their 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.

#### SP-15 NAVIGATION

Navigable waterways shall not be impaired except as allowed by applicable laws or regulations. Dredging of access channels shall not be permitted unless otherwise specified in the Contract Documents. It is the responsibility of the Contractor to select equipment that can navigate from a maintained navigation channel to the Project Site without deepening or widening existing water bottoms unless otherwise specified in the Contract Documents. All equipment shall remain floating at all times during transit to the Project Site. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the water bottom depths in the vicinity of the Project Site.

#### SP-16 NOTICE TO MARINERS

The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard at least 30 days prior to mobilization of the hydraulic dredge and installation of the dredge pipeline and provide all necessary information regarding the layout and schedule for the entire dredging operation. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) days prior to the commencement of this dredging operation. The United States Coast Guard shall publish this information in the local notice to mariners. A copy of the original notice and all updates shall be provided to the Engineer.

#### SP-17 VESSEL-SHORE TRANSFERS

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

Contractor will be required to inform the Engineer of the site that the Contractor will be using for vessel-shore transfers. Temporary docks and landing facilities may be used. Details on these features should be included in the Work Plan for review by the Engineer.

#### SP-18 WORK AREA

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

#### SP-19 ADJUSTMENT OF QUANTITIES

Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities up to 25% without adjustment of the unit price as may be necessary to complete the Work as described in these Plans and Specifications and/or remain within funding limits.

#### SP-20 AERIAL PHOTOGRAPHY

Aerial Photography shall be obtained to illustrate Pre-Construction conditions, verify the progress of Work, and for Final Acceptance.

Prior to commencing construction, monthly thereafter, and upon completion of all construction activities, low-elevation color, digital, oblique aerial photography shall be acquired and submitted that shows the progress of the Work. Best efforts shall be made to repeat monthly photographs at the same locations, altitude and viewpoints. Best efforts shall also be made to acquire imagery during good weather for adequate lighting. The Pre-Construction and Post-Construction photography shall obtain a project view(s) of the entire Project Site, with best efforts to repeat at the same locations, altitude and viewpoints. Submittals shall include high-resolution aerial photograph(s) in digital (TIF or JPG) format. Each photograph submitted shall include documentation of the horizontal limits displayed.

Contractor shall provide notice to the Engineer and name/contact information for aerial photography subcontractor a minimum of one week prior to execution of aerial photography.

There will be no direct payment for providing the Aerial Photography as described herein. Payment for Aerial Photography shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization". Unrestricted rights to use of the photos shall be conveyed to the Owner.

SP-21 FINAL CLEAN-UP

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

SP-22 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN STATE PROCURMENT

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct:

In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

**END OF PART II - SPECIAL PROVISIONS**

## PART III TECHNICAL SPECIFICATIONS

### TS-100 MOBILIZATION AND DEMOBILIZATION

#### 100.1 Description

The Contractor shall provide all labor and equipment necessary to move personnel, equipment, construction materials (including dredge pipeline), and incidentals to and from the Project Site. This shall include but is not limited to establishing offices, buildings, and other facilities necessary for the Work. As part of this Bid Item, the Contractor shall obtain bonds, required insurance, and include any other Pre-Construction expenses necessary to perform the Work. This section shall exclude the cost of other construction materials explicitly listed in the Schedule of Bid Items.

#### 100.2 Arbitrary Mobilization and Demobilization by Contractor

The Owner will pay for only one Mobilization and Demobilization effort. Should the Contractor demobilize prior to completing the Work, subsequent remobilization shall be performed at no additional expense to the Owner.

#### 100.3 Ratio of Mobilization and Demobilization Effort

The Contractor shall not perform any work prior to acceptance of the Work Plan. Twenty five percent (25%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon confirmation of the start of East MCA Earthen Containment Dike or West MCA Gap Closures construction and the Contractor has provided the Office for Owner as specified in SP-10. Fifty percent (50%) of the mobilization/demobilization lump sum price will be paid to the Contractor once the completion of the entire hydraulic dredge pipeline to both the East and West Marsh Creation Areas and mobilization of the hydraulic dredge to the Project Site is confirmed. The remaining twenty five percent (25%) will be paid to the Contractor upon final acceptance of the Work and confirmation of the removal of all equipment and unused materials. The Resident Project Representative shall provide the Owner with confirmation that the requirements for payment have been met.

#### 100.4 Justification of Mobilization and Demobilization Costs

In the event that the Engineer considers the amount in this item, which represents Mobilization and Demobilization respectively, does not bear a reasonable relation to the cost of the Work in this Contract the Engineer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the Engineer will result in payment of actual Mobilization and Demobilization costs, as determined by the Engineer, at the completion of Mobilization and Demobilization, respectively. Payment of the remainder of this item will be made in the final payment under this contract. The determination of the Engineer is not subject to appeal.

#### 100.5 Measurement and Payment

Payment for Mobilization and Demobilization shall be paid for at the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization". Payment shall constitute full compensation for moving personnel, equipment, supplies, and incidentals to and from the

job site and establishing offices, buildings, and other facilities for the work, obtaining bonds, insurance, permit application fees, and any other associated expenses.

## TS-150 AIDS TO NAVIGATION

### 150.1 General Description

The Contractor shall provide, install, maintain, and remove aids to navigation as specified herein at no additional expense to the owner. The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard (USCG) and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work. The types of aids to navigation may include, but not be limited to, warning signs, buoys, beacons and/or lights. The Contractor shall also submit a permit application and obtain a permit from the USCG prior to installation or removal of any aids to navigation. The permit application shall include the type, position, color, and dates for installation or removal of all aids to navigation. New aids to navigation shall not be installed in a manner which conflicts with existing aids to navigation. The Contractor shall not otherwise remove, modify, obstruct, willfully damage, make fast to or interfere with any existing aids to navigation. Discharge lines that cross a navigable channel shall be submerged. Lighted aids to navigation shall be deployed prior to commencement of any dredging operations. Lighted aids to navigation are required to maintain safe working conditions for construction in navigation channels. Any damages to existing U.S. Coast Guard or private navigation aids caused by the Contractor shall be repaired by the Contractor to U.S. Coast Guard standards at no expense to the Owner. The Contractor shall provide a copy of the permit and permit application to the Engineer at least seven (7) days prior to installation of the dredge pipeline and/or performing any excavation.

### 150.2 Temporary Warning Signs

The Contractor shall furnish all of the materials, labor and equipment necessary to construct and install the Temporary Warning Signs in accordance with the Plans and these Specifications. The USCG typically requires that aids to navigation be installed along the temporary spoil placement areas associated with the access channel. Temporary warning signs shall be installed prior to any dredging equipment entering the Turtle Bay Marsh Creation Borrow Area or placing the dredge discharge pipeline from the Marsh Creation Borrow Area to the Marsh Creation Areas. Submerged pipelines and any anchors securing the pipeline shall rest on the channel and shall be marked in accordance with USCG requirements. The Temporary Warning Signs shall conform to Title 3, Chapter 1 of the Code of Federal Regulations which requires signage, lighted buoys, or a combination of both aids to be installed near hazards to navigation. The USCG may require that the Contractor provide the coordinates of the Temporary Warning Signs after they are installed. The depth of any pipeline crossing a navigation channel shall be submitted to the USCG for publication. All submerged pipelines installed shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one hundred fifty feet (150') for the length of the pipeline. "DANGER SUBMERGED PIPELINE" signs shall also be placed at the beginning and end of all submerged pipelines and at all abrupt changes of direction. Unless otherwise specified by the USCG, submerged pipelines are considered to require special marks in accordance with USCG regulations and shall have USCG approved flashing yellow lights. When the submerged line is placed in shallow water outside the navigable channel, where the possibility exists for small boats to cross over the submerged pipeline, the pipeline shall be marked with fluorescent orange



buoys and signs stating “DANGER SUBMERGED PIPELINE” every one hundred fifty feet (150’) throughout the length of the submerged pipeline. The Contractor shall notify the U.S. Coast Guard in accordance with subparagraph "Notice to Mariners" as described in SP-16. The notification shall contain maps, latitude/longitude coordinates, and descriptions of lighted aids for inclusion in the Notice to Mariners.

### 150.3 Operation and Maintenance

The Contractor shall operate and maintain all aids to navigation, piles, chains, anchors, and buoys. Should the Contractor’s aids to navigation be displaced from their positioned locations, or otherwise fail to function as required, the Contractor shall reposition/repair the aids within 24 hours. If any of the buoys are not maintained in the proper location or condition, the Contractor shall cease dredging operations until the buoys are maintained, replaced, or repositioned.

### 150.4 Lighting and Markings

No lighting is required for the marking of the perimeter of the dredge area. The dredge, anchor buoys, and floating dredge lines in the area shall be marked in accordance with U.S. Coast Guard Navigation Rules. The lights must have a one mile nominal range and should be set every half mile.

### 150.5 Removal

The Contractor shall remove all aids to navigation, piles, chains, anchors and buoys from the project area upon completion of this project.

## TS-210 CONSTRUCTION SURVEYS

### 210.1 Scope

The Contractor shall furnish all of the materials, labor, and equipment necessary to perform Pre-Construction, Process, and As-Built Surveys at the locations shown on the Plans and as outlined in these Specifications. **Pre-Construction Surveys** are those required to be conducted prior to the commencement of Work. A Pre-Construction survey shall be performed to serve as a baseline for fill and dredge quantities. **Process Surveys** are conducted during construction for quality control, partial payment, and acceptance. **As-Built Surveys** are post construction surveys to be performed after the completion of all Work. Accepted Process Surveys, where applicable, may serve as As-Built Surveys at the discretion of the Engineer.

All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional land surveyor or engineer licensed in the State of Louisiana. All survey drawings shall be signed and sealed by the Louisiana licensed professional surveyor, or professional engineer, under which supervision of the surveys were conducted. All survey point files shall be submitted, in x,y,z .csv format, to the Engineer and Resident Project Representative.

Surveys that were administered and utilized during engineering and design are shown on the Plans and in Appendix I. The following sections include provisions for resurveying

some of these lines for verification purposes, and performing additional surveys to better facilitate acceptance and payment.

#### 210.2 Reference and Control

Surveys shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet for horizontal control, and North American Vertical Datum of 1988 (NAVD 88) Geoid 12a Epoch 2010.00, U. S. Survey Feet for vertical control unless otherwise specified herein. Secondary monuments BA27-SM-02 and BA27-SM-01R are part of CPRA's Secondary GPS Network and shall be used for horizontal and vertical control. The Data Sheets for these control points are included in Appendix G. Temporary Bench Marks (TBMs) shall be installed as deemed necessary by the Contractor to perform all surveys.

The Contractor shall install TBMs as necessary to perform the survey. 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 by the approved personnel at the expense of the Contractor. If multiple TBMs are destroyed, the Engineer may require the TBMs to be reinstalled by a Professional Surveyor licensed in the State of Louisiana, at the expense of the Contractor.

#### 210.3 Accuracy and Methodology

All surveys shall be conducted using the 5 cm accuracy standard. The Contractor shall use Digital Leveling Instruments, Real Time Kinematic (RTK) and Global Positioning System (GPS) receivers, and software necessary to achieve the required survey accuracy. A six inch (6") diameter metal plate shall be attached to the bottom of the survey rod to prevent the rod from sinking past the bottom.

#### 210.4 Pre-Construction Surveys

The following subsections include details on the Pre-Construction Surveys to be performed by the Contractor after the Pre-Construction Conference and prior to Mobilization. This survey shall be used to verify the alignment of the various project features and provide updated construction quantities. Drawings of the plan views and cross sections shall be developed from these surveys, by the Contractor, and submitted to the Engineer for review. Elevations, coordinates, lines, and grades shall be shown on the drawings. The Contractor shall also calculate the projected quantities for the Earthen Containment Dikes, Gap Closures, Marsh Creation Areas, Marsh Creation Borrow Area, and required Access Dredging. The projected quantities shall be calculated using a method approved by the Engineer. All bathymetric surveys must be corrected for tidal fluctuations and wave action to the referenced datum. Correction methods must be submitted in the Contractor's Work Plan for review and approval by the Owner and Engineer.

##### 210.4.1 Earthen Containment Dikes

For construction layout, the Earthen Containment Dike footprint (marsh side toe and crest, outside crest and toe) shall be surveyed and staked out at each point of inflection shown on Sheets 5 and 6 of the Plans. As a baseline for the Process Surveys, cross sections shall also be surveyed every 250 feet perpendicular to the

Earthen Containment Dike centerline. Each cross section shall include the four points stated above and extend 150 feet beyond the toe in both directions from the Earthen Containment Dike centerline. Elevations shall be surveyed and recorded every 25 feet, and at changes in topography greater than one foot, along these survey transects. Details of this survey shall be included in the Work Plan.

#### 210.4.2 Earthen Gap Closures

For construction layout, the Earthen Gap Closure footprints (marsh side toe and crest, outside crest and toe) shall be surveyed and staked out at start point, each point of inflection, and end point as shown on Plan Sheets 31-33. As a baseline for the Process Surveys, cross sections shall also be surveyed every 20 feet perpendicular to the Earthen Gap Closure centerline. Each cross section shall include the four points stated above and extend beyond the centerline in both directions as shown on the Plans for each specific Gap Closure. Elevations shall be surveyed and recorded every 25 feet, and at changes in topography greater than one foot, along these survey transects. Details of this survey shall be included in the Work Plan.

#### 210.4.3 Sheet Pile Gap Closure

The centerline of the Sheet Pile Gap Closure alignment shall be surveyed and staked at 20 foot intervals and all interior angles. Cross-sectional surveys, perpendicular to the centerline, shall then be performed at each staked location. These cross-sectional surveys shall extend 30 feet beyond the centerline in both directions as shown on Plan Sheet 32. Elevations shall be surveyed and recorded every 10 feet and at sudden changes in topography greater than 1 foot along these survey lines. Details of this survey shall be included in the Work Plan.

#### 210.4.4 Marsh Creation Areas

The survey transects shown on Sheets 30 and 34 of the Plans shall be surveyed to verify the design Marsh Creation Area conditions. Elevations shall be surveyed and recorded every 25 feet, and at changes in topography greater than one foot, along these survey transects and shall extend to the centerline of the Earthen Containment Dikes and/or Gap Closures (unless shown to extend outside of the Marsh Creation Area as shown on Sheet 14). **So that interior Containment Dike and Gap Closure Borrow Areas are captured in this survey, the Contractor shall not begin the Pre-Construction Marsh Creation Area surveys until the constructed Earthen Containment Dike and/or Gap Closures for the respective Marsh Creation Area has been accepted by the Engineer.** Details of this survey shall be included in the Work Plan.

#### 210.4.5 Marsh Creation Borrow Area

The Marsh Creation Borrow Area Pre-Construction Survey shall consist of transects taken no more than 100 feet apart, as shown on Plan Sheet 29. These transects shall extend 100 feet beyond the limit of pay with elevations recorded every 20 feet.

Bar check results, the survey scroll or BIN file, and verification of real-time tide corrections shall also be furnished to the Engineer. The Pre-Construction Marsh

Creation Borrow Area survey must be submitted to and approved by the Engineer prior to Mobilization of the dredge pipe and hydraulic dredge.

#### 210.4.6 Settlement Plates

The elevation of the top of pipe and base of the settlement plate shall be recorded and reported to the nearest tenth of a foot (0.1') NAVD 88 immediately after installation. This applies to both Settlement Plates (TS-250) and Instrumented Settlement Plates (TS-251).

#### 210.4.7 Magnetometer Survey

In an effort to verify locations and depths of pipelines and other underwater obstructions, a design magnetometer survey has been performed in preparation for this project. The design magnetometer survey encompassed the Marsh Creation Borrow Area, Equipment Access Corridors, Earthen Containment Dikes and Gap Closures, Sheet Pile Closure, and Marsh Creation Areas (see Appendix I).

The Contractor shall perform Pre-Construction Magnetometer Surveys in the Equipment Access Corridors, Marsh Creation Borrow Area, Earthen Containment Dike Borrow Areas, Earthen Gap Closure Borrow Areas, Sheet Pile Closure, and Marsh Creation Areas. Methodology, line spacing, and other technical details of this survey shall be included in the Work Plan. All Pre-Construction Magnetometer Surveys, including actual track lines, shall be provided to, and approved by, the Engineer prior to any excavation, dredging, or installation of dredge pipe. Once the remaining Pre-Construction Magnetometer Surveys are complete, the Contractor shall submit them to the Engineer, including actual track lines. This does not relieve the Contractor of responsibilities set forth in GP-25.

#### 210.4.8 Pipeline Locations

All pipelines located within 150 feet of the Earthen Containment Dikes and Containment Dike Borrow Areas, Earthen Gap Closures and Gap Closure Borrow Areas, Sheet Pile Closure Locations, Marsh Creation Areas, Marsh Creation Borrow Area, and Equipment Access Corridors shall be probed for depth and their locations marked prior to equipment access, excavation dredging, and installation of the dredge pipeline and shall be maintained for the duration of construction activities. The Contractor shall submit the probed depth to the Engineer upon completion of this task.

#### 210.4.9 Equipment Access Corridors

A bathymetric survey of the proposed Access Corridors/Channels was performed in preparation for this project in an effort to determine equipment access and the dredging that may be required to access the Project Area and provide flotation for equipment. For Access Corridors that require no permitted access dredging, a centerline profile shall be surveyed and recorded at 50 foot intervals in accordance to the layout and coordinates shown on Plan Sheet 29 and in Appendix M. Cross sections of the Access Corridors shall also be surveyed at 1000 foot intervals. These cross sections shall extend 250 feet on each side of the centerline profile. The

elevation and coordinates at each cross section/transect shall be recorded in 25 foot intervals.

The Permitted Access Dredging Channel centerlines shall be surveyed and recorded at 50 foot intervals and at changes in topography greater than one foot, along these survey transects. Cross sections shall also be taken every 250 feet and extend 250 feet on each side of the centerline profile. Elevations shall be surveyed and recorded every 25 feet, and at changes in topography greater than one foot, along these survey transects

The Access Pre-Construction Survey shall be submitted and approved by the Engineer prior to Mobilization of the mechanical dredge and dredge pipe. Details of the survey shall be included in the Work Plan.

#### 210.4.10 Dredge Pipeline Corridor Survey

A topographic/bathymetric and magnetometer survey shall be performed along the entire Dredge Pipeline Corridor prior to installation. These surveys shall extend from the Marsh Creation Borrow Area to the Marsh Creation Areas. Bottom elevations and coordinates shall be recorded along the centerline of the corridor at twenty five (25) foot intervals and at all points of inflection. The Contractor shall establish stationing along the entire alignment of the trunk and lateral pipelines. Stationing for the trunk pipeline alignment shall begin at the marsh creation Marsh Creation Borrow Area. Stationing for the lateral pipeline alignment shall begin at the intersection with the trunk pipeline alignment.

#### 210.4.11 Grade Stakes

Grade Stakes shall be installed and surveyed by the Contractor at locations necessary to monitor dredge fill elevations during construction of the Marsh Creation Areas. Horizontal and vertical coordinates shall be determined for all Grade Stakes installed. The top elevation of each Grade Stake shall be obtained to determine the proper placement of the gauge sign. The Grade Stakes shall be assembled and installed per the guidelines shown on Sheet 22 of the Plans. The Grade Stakes shall be installed and surveyed no more than ten days prior to commencement of fill operations. Each Marsh Creation Area shall include a minimum quantity of Grade Stakes as outlined below:

East Marsh Creation Area: 37 Grade Stakes

West Marsh Creation Area: 44 Grade Stakes

The locations of the Grade Stakes shall be determined by the Contractor and submitted in the Work Plan for approval by the Engineer.

#### 210.5 Process Surveys

The surveys associated with the subsections below shall serve as basis for partial payment and/or acceptance for several Bid Items listed on the Louisiana Uniform Public Works Bid Form included in these Specifications. Drawings of the plan views, cross sections, and calculations of quantities of materials shall be developed from these surveys, by the

Contractor, and submitted to the Engineer for review, acceptance, and, if applicable, partial payments. All bathymetric surveys shall be corrected for tidal fluctuations and wave action to the referenced datum.

#### 210.5.1 Submerged Dredge Pipeline Alignment Survey

Any submerged sediment pipelines installed within the dredge pipeline alignment shall be routinely monitored with side scan sonar, multibeam bathymetry, or swath bathymetry for movement, breakage, and/or leaks resulting in sediment discharge on the water bottom. If it is determined water depths are too shallow to allow for bathymetric methods to be employed, topographic methods such as RTK may be substituted with prior approval from the Engineer. The surveys shall be repeatable and compared to prior surveys for any alignment, stability, and integrity issues.

An initial survey shall be conducted following installation of the submerged sediment pipeline within the dredge pipeline alignment. The initial survey must be submitted to and approved by the Engineer prior to utilization of the submerged sediment pipeline for sediment transport.

After the initial survey, the submerged sediment pipeline shall be resurveyed weekly to determine if there are any leaks in the submerged line. The weekly check survey shall consist of two (2) lines located ten (10) feet from each side of the submerged sediment pipeline centerline running the length of the submerged sediment pipeline. If a leak, or elevated area, is detected, the area in the immediate vicinity shall be surveyed at a grid spacing of no more than 50 feet (survey lines shall be orientated perpendicular to the submerged pipeline). The survey lines shall extend a minimum of 100 feet from the edge of the elevated area. The results of the gridded survey may be used to calculate the volume of material contained in the elevated area, which will be deducted from the cut volume for payment purposes. Additional inspection surveys shall be conducted immediately upon detection of any loss of pressure indicative of leaks, the passage of a major storm, and/or evidence of pipeline disturbance by other activities (fishing or oyster vessels, etc.). Inspection survey reports with quality control analysis shall be submitted to Engineer for concurrence within five (5) calendar days of completion of each survey.

If, prior to Project completion and final demobilization, the dredge plant and supporting equipment (e.g. booster pumps) are temporarily or arbitrarily demobilized from the Work Area for more than fourteen (14) consecutive calendar days, a monitoring survey of the sediment pipeline shall be conducted within twenty-one (21) calendar days of the temporary or arbitrary demobilization and monthly thereafter.

The Owner reserves the right to require additional surveys in the wake of a severe storm event, at no additional cost to the Owner.

#### 210.5.2 Earthen Containment Dikes

During construction of the Earthen Containment Dikes, the Contractor shall resurvey the cross sections taken in TS-210.4.1. These cross sections shall extend 25 feet beyond the limits of the adjacent Earthen Containment Dike borrow area, with horizontal and vertical positions recorded every 5 feet and at changes in topography

greater than one foot. Additionally, a centerline profile shall be surveyed and recorded every 25 feet and at changes in topography greater than one foot. These surveys shall be performed monthly on the sections of Earthen Containment Dike under construction, and not yet accepted as stated in TS-300. The Engineer may require additional Earthen Containment Dike cross sections (locations chosen by the Engineer) to be surveyed during construction. Details of these surveys shall be included in the work Plan.

After the Earthen Containment Dike is accepted by the Engineer, and until final acceptance of the respective Marsh Creation Area, the Contractor shall resurvey the centerline profile. Position and elevation shall be surveyed and recorded every 25 feet and at changes in topography greater than one foot. These surveys shall be performed bi-weekly. The Engineer may require Earthen Containment Dike cross sections (locations chosen by the Engineer) to be surveyed based on results of the bi-weekly centerline profile surveys. These cross sections shall extend 25 feet beyond the limits of the adjacent Earthen Containment Dike borrow area, with horizontal and vertical positions recorded every 25 feet and at changes in topography greater than one foot.

#### 210.5.3 Earthen Gap Closures

During construction of the Earthen Gap Closures, the Contractor shall resurvey the cross sections taken in TS-210.4.2. These cross sections shall extend 25 feet beyond the limits of the adjacent Earthen Gap Closure borrow areas, with horizontal and vertical positions recorded every 5 feet and at changes in topography greater than one foot. Additionally, a centerline profile shall be surveyed and recorded every 15 feet and at changes in topography greater than one foot. These surveys shall be performed monthly on the sections of Earthen Gap Closure under construction, and not yet accepted as stated in TS-310. The Engineer may require additional Earthen Gap Closure cross sections (locations chosen by the Engineer) to be surveyed during construction. Details of these surveys shall be included in the work Plan.

After the Earthen Gap Closures are accepted by the Engineer, and until final acceptance of the respective Marsh Creation Area, the Contractor shall resurvey the centerline profile. Position and elevation shall be surveyed and recorded every 15 feet and at changes in topography greater than one foot. These surveys shall be performed bi-weekly. The Engineer may require Earthen Gap Closure cross sections (locations chosen by the Engineer) to be surveyed based on results of the bi-weekly centerline profile surveys. These cross sections shall extend 25 feet beyond the limits of the adjacent Earthen Gap Closure borrow area, with horizontal and vertical positions recorded every 25 feet and at changes in topography greater than one foot.

#### 210.5.4 Sheet Pile Gap Closure

Upon construction of the Sheet Pile Gap Closure, the Contractor shall resurvey the transects taken in TS-210.4.3 for initial acceptance. The centerline of the Sheet Pile Gap Closure alignment shall be surveyed at 20 foot intervals and all interior angles. Cross-sectional surveys, perpendicular to the centerline, shall then be performed at each location recorded in the centerline transect. These cross-sectional surveys shall extend 30 feet beyond the centerline in both directions as shown on the Plans.

Elevations shall be surveyed and recorded every 10 feet and at sudden changes in topography greater than 1 foot along these survey lines.

After the Sheet Pile Gap Closure is accepted by the Engineer, and until final acceptance of the West Marsh Creation Area, the Contractor shall resurvey the transects taken in TS-210.4.3 The centerline of the Sheet Pile Gap Closure alignment shall be surveyed at 20 foot intervals and all interior angles. Cross-sectional surveys, perpendicular to the centerline, shall then be performed at each location recorded in the centerline transect. These cross-sectional surveys shall extend 30 feet on each side of the centerline. Elevations shall be surveyed and recorded every 10 feet and at sudden changes in topography greater than 1 foot along these survey lines. These surveys shall be performed monthly.

#### 210.5.5 Marsh Creation Areas

The Process Surveys associated with the Marsh Creation Areas shall be composed of the daily Grade Stake and weekly Settlement Plate surveys as stated in TS-210.5.8 and TS-210.5.7, respectively. Details of this survey shall be submitted in the Work Plan.

Marsh Creation Area Process Surveys shall also include x,y,z data representing the Grade Stake and Settlement surveys.

#### 210.5.6 Marsh Creation Borrow Area

The Contractor shall delineate the specific dredged area within the Marsh Creation Borrow Area to be surveyed for payment. The dredged section of the Marsh Creation Borrow Area shall be surveyed to determine pay volumes for hydraulic placement of dredged material. The bathymetric survey lines shall be spaced no more than 100 feet (see Plan Sheet 29) apart with elevations recorded every 20 feet. The survey lines shall extend a minimum of 100 feet from the edge of the area to be surveyed. Bar check results, the survey scroll or BIN file, and verification of real-time tide corrections shall also be furnished to the Engineer.

Process Surveys to be used for payment shall include x,y,z data representing the area of borrowed material and does not have to cover the entire Marsh Creation Borrow Area. A bathymetric plot and an electronic copy of the bathymetric survey shall be furnished to the Engineer for acceptance.

#### 210.5.7 Settlement Plates

The mud line and top of pipe elevations of the Settlement Plates shall be recorded and reported, to the nearest tenth of a foot (0.1') NAVD 88, weekly after installation. These surveys shall continue until final acceptance of the Work. This information shall be provided to the Engineer in the Daily Reports. This applies to both Settlement Plates (TS-250) and Instrumented Settlement Plates (TS-251).

#### 210.5.8 Grade Stakes

Grade Stake elevations shall be recorded daily, based on a visual inspection of the mud line, and submitted in the daily reports once hydraulic dredging has begun.



Daily readings shall continue through final acceptance of the respective Marsh Creation Area. Additionally, the Contractor shall resurvey the Grade Stakes monthly to maintain the accuracy of the visual inspections. The monthly Grade Stake accuracy surveys shall be submitted in the weekly reports, as they are completed.

#### 210.5.9 Access Channels

Once the Contractor deems all access channels are acceptable for construction, or prior to hydraulic dredging (at the latest), the dredged portion of the Access Channels shall be resurveyed, in accordance with TS-210.4.9. This shall be done to ensure that the dredged channels are constructed to the lines, grades, and elevations shown on Plan Sheets 4 and 8 should they be necessary for construction.

### 210.6 As-Built Surveys

The As-Built Surveys of the Earthen Containment Dikes, Earthen Gap Closures, Sheet Pile Closures, Marsh Creation Areas, Marsh Creation Borrow Area, Access Channels, and Settlement Plates shall be surveyed by the Contractor after construction is complete. Accepted Process Surveys may be included as part of the As-Built Survey. Final payment will not be recommended until the As-Built Survey deliverables and Work have been accepted by the Engineer. All bathymetric surveys must be corrected for tidal fluctuations and wave action to the referenced datum.

#### 210.6.1 Earthen Containment Dikes

The Earthen Containment Dike As-Built Surveys shall be composed of the most recent monthly cross-sections and accepted centerline profile Process Surveys for the respective Marsh Creation Area collected per TS-210.5.2.

#### 210.6.2 Earthen Gap Closures

The Earthen Gap Closures As-Built Surveys shall be composed of the most recent monthly cross-sections and accepted centerline profile Process Surveys for the West Marsh Creation Area collected per TS-210.5.3.

#### 210.6.3 Sheet Pile Closures

The Sheet Pile Closures As-Built Surveys shall be composed of the most recent monthly cross-sections and accepted centerline profile Process Surveys collected per TS-210.5.4.

#### 210.6.4 Marsh Creation Areas

The Marsh Creation Area As-Built Surveys shall be performed no sooner than 14 days after the respective Marsh Creation Area Grade Stake elevations have been accepted by the Engineer. The Contractor shall resurvey the cross sections taken in TS-210.4.4. The Contractor shall develop drawings which include the cross sections, plan views, elevations, and volumes from the As-Built Survey. The dates, elevations, and in-place volumes shall be superimposed onto the corresponding Marsh Creation Area on the plan views. The As-Built quantities of in-place dredged material shall be calculated in cubic yards.

#### 210.6.5 Marsh Creation Borrow Area

The Marsh Creation Borrow Area As-Built Survey shall incorporate the previously accepted Process Surveys of the Marsh Creation Borrow Area. The Contractor shall also resurvey the entire Marsh Creation Borrow Area, in accordance with TS-210.4.5, as part of this As-Built submittal. The Contractor shall develop drawings which include the cross sections, plan views, elevations, and volumes from the accepted Process Surveys. Bathymetric surveys not tide corrected in real-time will not be accepted. The dates, elevations, and volumes for each Process Survey shall be superimposed onto the Marsh Creation Borrow Area plan views. The As-Built quantities of material borrowed shall be stated in cubic yards.

#### 210.6.6 Settlement Plates

The Settlement Plate As-Built Survey shall incorporate the data from the accepted Process Surveys. The Contractor shall also resurvey all Settlement Plates in the respective Marsh Creation Area, in accordance with TS-210.5.7, at the time of the Marsh Creation Area As-Built Survey (TS-210.6.4) as part of this As-Built submittal. This applies to both Settlement Plates (TS-250) and Instrumented Settlement Plates (TS-251).

#### 210.6.7 Access Channels

The Access Channels shall be resurveyed in accordance with TS-210.4.9 upon completion of backfilling of the channels.

#### 210.6.8 Dredge Pipeline Corridor Survey

The Contractor shall resurvey the Dredge Pipeline Corridor upon demobilization of the hydraulic dredge pipeline in accordance with TS-210.5.1 for acceptance by the Engineer.

#### 210.6.9 Post Construction Marsh Creation Area Surveys

The Contractor shall perform a Post Construction Survey on the respective Marsh Creation Area 30 days after the final acceptance. Transect elevations shall be surveyed and recorded every fifty feet (50') along the transect lines stated in TS-210.4.4. Additionally, Settlement Plates in the Marsh Creation Areas shall be surveyed as stated in TS-210.5.7. The results of this survey are for informational purposes only and shall not affect final acceptance and payment of the Marsh Creation Areas.

### 210.7 Deliverables

The Pre-Construction, Process, and As-Built Surveys shall be stamped by a professional land surveyor or engineer licensed in the State of Louisiana. The Contractor shall provide the details for the survey layouts in the Work Plan.

The Pre-Construction survey drawings and projected material quantities shall be submitted to the Engineer for review prior to excavation. Three copies shall be provided on 11"x17" paper and one digital copy provided in AutoCAD.

The Process Survey drawings, linear footage of Earthen Containment Dikes, Earthen Gap Closures, square footage of Sheet Pile driven, Marsh Creation Area in-place material quantities, Marsh Creation Borrow Area dredged material quantities, and supporting calculations shall be submitted to the Engineer for review, in order to receive acceptance and partial payment. A digital copy in PDF format (.pdf) shall be provided and formatted to 11"x17" size paper and one digital copy provided in AutoCAD. Process Survey point files shall be submitted to the Engineer, in digital format, within two day of being recorded.

The As-Built Survey, linear footage of Earthen Containment Dike, Marsh Creation Area in-place material quantities, Marsh Creation Borrow Area dredged material quantities, and supporting calculations shall be submitted to the Engineer by the date provided in SP-3 in order to receive acceptance and final payment. Three copies shall be provided on 11"x17" paper and two digital copies provided in AutoCAD. The survey shall incorporate all field changes, change orders, quantities of materials placed and dredged quantities. 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, organized by transect and feature, and shall contain the following information:

- 210.7.1 Point Number;
  - 210.7.2 Northing (NAD 83 U.S. ft.);
  - 210.7.3 Easting (NAD 83 U.S. ft.);
  - 210.7.4 Geoid 12a, Epoch 2010.00;
  - 210.7.5 Elevation of top of soil (NAVD 88 ft.);
  - 210.7.6 Elevation of the water level (if applicable) (NAVD 88 ft.);
  - 210.7.7 Description.
- 210.8 Measurement and Payment

Payment for Surveys shall be made at contract lump sum price for Bid Item No. 2, "Construction Surveys". 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.

The Contractor may request partial payments for Construction Surveys. Fifty percent (50%) of the lump sum cost will be paid following acceptance of the Pre-Construction Surveys, excluding the Marsh Creation Pre-Construction Survey. Thirty percent (30%) of the lump sum cost will be paid following acceptance of all Process Surveys. Twenty percent (20%) of the lump sum cost will be upon acceptance of the complete set of As-Built Surveys.

## TS-250 SETTLEMENT PLATES

### 250.1 Scope

The Contractor shall furnish all materials, labor and equipment necessary to construct, install, survey and maintain the settlement plates within the Marsh Creation Areas as shown on the Plans and these Specifications.

### 250.2 Materials

The base plate for each settlement plate shall be fabricated with a six (6) foot by six (6) foot by one-fourth (1/4) inch thick steel plate. A two and seven-eighths (2-7/8) inch diameter hole shall be drilled or cut through the center of the base plate for installation of the rise pipe and stand pipe.

The riser pipe for each settlement plate shall be two and one-half (2-1/2) inch nominal diameter Schedule 40 steel pipe that is ten (10) feet long. The riser shall be inserted two (2) feet through the hole in the center of the base plate and welded on both sides of the plate using a 3/16" continuous fillet. The stand pipe shall be one and one-half (1-1/2) inch nominal diameter Schedule 40 steel pipe that is twelve (12) feet long. The top of the housing shall be fitted with a threaded steel cap. After fabrication, the settlement plates shall be hot dipped galvanized.

### 250.3 Zinc Coating

A zinc coating shall be applied in a manner and thickness quality conforming to ASTM A 123. In any case where the zinc coating becomes damaged, the damaged area shall be regalvanized with a suitable low-melting zinc base alloy as recommended by the American Hot-Dip Galvanizers Association. One coat of a vinyl wash primer followed by a red top coat shall be applied over the zinc coat. All painting shall conform to the latest edition of the LA DOTD Standard Specification Section 811 and 1008, or approved equivalent.

### 250.4 Installation

The Settlement Plates shall be installed and surveyed a minimum of two (2) weeks prior to placement of dredged material in the respective Marsh Creation Area. Settlement plates shall be installed inside the Marsh Creation Areas as shown on the Plans. Leveling of the plate bed shall be accomplished by removing the minimum amount of earth necessary to produce a level foundation. Leveling of the plate bed by the addition of any material will not be permitted.

### 250.5 Maintenance

The Contractor shall maintain all settlement plates until the Work is completed. Damaged settlement plates shall be immediately repaired or replaced and resurveyed by the Contractor at no expense to the Owner.

### 250.6 Acceptance

The Contractor shall request for acceptance after installation of the settlement plates. The Engineer shall determine acceptance based on a review of the Pre-Construction Surveys.

This acceptance does not remove the Contractor of their responsibility to maintain the Settlement Plates as stated in TS-250.5.

#### 250.7 Measurement and Payment

The Contractor shall submit Applications for Payment after gaining acceptance. Payment shall be made for the Contract unit price per each for Bid Item No. 3, "Settlement Plates". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of the Work. No payment shall be made for settlement plates that are rejected or damaged due to fault or negligence by the Contractor.

### TS-251 INSTRUMENTED SETTLEMENT PLATES

#### 251.1 Scope

The Contractor shall furnish all of the materials, labor and equipment necessary to construct, install, survey and maintain three (3) instrumented settlement plates in accordance with the Plans and these Specifications.

#### 251.2 Materials

The base plate for each settlement plate shall be fabricated with a six (6) foot by six (6) foot by one-fourth (1/4) inch thick steel plate. A two and seven-eighths (2-7/8) inch diameter hole shall be drilled or cut through the center of the base plate for installation of the riser pipe. Four (4) 1/2 inch diameter holes shall be drilled to mount the vibrating wire earth pressure cells.

The riser pipe for each settlement plate shall be two and one-half (2-1/2) inch nominal diameter Schedule 40 steel pipe that is ten (10) feet long. The riser shall be inserted two (2) feet through the hole in the center of the base plate and welded on both sides of the plate using a 3/16" continuous fillet. The stand pipe shall be one and one-half (1-1/2) inch nominal diameter Schedule 40 steel pipe that is twelve (12) feet long.

The housing for the data logger on each settlement plate shall be fabricated from a twelve (12) inch long section of twelve (12) inch diameter Schedule 40 steel pipe with threads on top. The top of the housing shall be fitted with a threaded PVC cap. The bottom of the housing shall be fabricated from twelve (12) inch diameter by three-sixteenths (3/16) inch thick steel plate. A one and one-half (1-1/2) inch diameter hole shall be drilled three (3) inches from the center of the housing plate for installation of the instrumentation cables. The bottom of the housing plate shall be welded to the top of the riser pipe using a three-sixteenths (3/16) inch continuous fillet. Four (4) pad eyes fabricated from three-sixteenths (3/16) inch thick steel plate shall be welded onto the housing as shown on the Plans.

Three (3) three (3) inch diameter perforated PVC Schedule 40 pipes that are eight (8) feet long shall be provided to the Engineer. Perforations shall consist of one-half (1/2) inch holes that are spaced one-hundred-eighty (180) degrees apart on one-half (1/2) foot increments along the axis. Six (6) PVC non-threaded caps and fittings shall be provided to the Engineer. Twenty (20) Mesh T-304 sixteen-thousandths (0.016) inch stainless steel wire cloth shall be wrapped around the outside of the pipe and fastened with plastic wire straps. Two (2) 50-lb bags of all purpose sand shall be provided to the Engineer to be placed in the PVC pipe. Sixty (60) 24 inch heavy duty zip ties shall be provided to attach the instrumentation to the instrumented settlement plates.

Twelve (12) 3/16 inch diameter by 2 inch long bolts and twelve (12) 3/16 inch by 1 1/4 inch washers shall be provided to mount the vibrating wire earth pressure cells on the base of the instrumented settlement plate.

The Engineer shall be allowed to inspect the instrumented settlement plates and verify that the instrumentation can be properly installed a minimum of one (1) month prior to installation.

### 251.3 Zinc Coating

A zinc coating shall be applied in a manner and thickness quality conforming to ASTM A 123. In any case where the zinc coating becomes damaged, the damaged area shall be regalvanized with a suitable low-melting zinc base alloy as recommended by the American Hot-Dip Galvanizers Association. One coat of vinyl wash primer followed by a red top coat shall be applied over the zinc coat. All painting shall conform to the latest edition of the LA DOTD Standard Specification Section 811 and 1008, or approved equivalent.

### 251.4 Instrumentation

The instrumentation shall be delivered to the Engineer a minimum of one (1) month prior to installation of the instrumented settlement plates and shall become the property of the Owner upon delivery. The Engineer shall install the instrumentation concurrent with the installation of the settlement plates in the field by the Contractor. The instrumentation shall include the following:

- 251.4.1 Three (3) 4-channel dataloggers (vibrating wire) (Geokon Model 8002-4, or approved equal);
- 251.4.2 Three (3) vibrating wire earth pressure cells/transducers with fourteen (14) foot cables (Geokon Model 4810-170KPA, or approved equal);
- 251.4.3 Three (3) vibrating wire piezometers with eleven (11) foot cables (Geokon model 4500AL-70KPA, or approved equal);
- 251.4.4 Fourteen (14) D-size 3.6 volt, 17Ah lithium batteries

### 251.5 Installation

The instrumented settlement plates shall be installed at locations approved by the Engineer a minimum of two (2) weeks prior to placement of dredged material in order for the Engineer to install the instrumentation. The stand pipe shall be driven to a depth determined by the Engineer in the field. Leveling of the base plate shall be accomplished by removing the minimum amount of earth necessary to produce a level foundation. Leveling of the base plate by the addition of any material will not be permitted.

### 251.6 Monitoring

The Engineer shall be responsible for programming the data logger to obtain measurements throughout placement of fill until Acceptance of the marsh creation fill areas. The Contractor shall provide boat transportation to the Engineer in order to access the data loggers at any time during this monitoring period.

#### 251.7 Maintenance

The Contractor shall maintain all settlement plates until the Work is completed. Damages to settlements plates and associated instrumentation shall be immediately repaired or replaced and resurveyed by the Contractor at no expense to the Owner.

#### 251.8 Acceptance

The Contractor shall request for acceptance after installation of the instrumented settlement plates. The Engineer shall determine acceptance based on a review of the Pre-Construction Surveys. This acceptance does not remove the Contractor of their responsibility to maintain the Settlement Plates as stated in TS-251.7.

#### 251.9 Ratio of Effort

Seventy five percent (75%) of the Contract cost for this bid item will be paid to the Contractor after installation of the instrumented settlement plates. The remaining twenty five percent (25%) will be paid to the Contractor upon Acceptance of the marsh creation fill areas.

#### 251.10 Measurement and Payment

The Contractor shall submit Applications for Payment after gaining acceptance. Payment shall be made at the contract lump sum price for Bid Item No. 4, "Instrumented Settlement Plates". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of Work. No payment shall be made for instrumented settlement plates that are rejected or damaged due to fault or negligence by the Contractor.

### TS-300 EARTHEN CONTAINMENT DIKES

#### 300.1 Scope

The Contractor shall furnish all material, labor and equipment necessary to construct, maintain, gap, and degrade the Earthen Containment Dikes (Dikes) in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans.

#### 300.2 Equipment

All Dikes shall be constructed and maintained using mechanical (bucket) dredging equipment. The Equipment Data Sheet in Appendix K shall be included in the Work Plan for all mechanical dredging equipment proposed to perform the Work. The mechanical dredge equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

#### 300.3 Equipment Access

All proposed routes for equipment access shall be provided in the Work Plan. Equipment access shall be limited to open water to the greatest extent possible. Any impacts to

wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no additional expense to The Owner. Channel dredging shall only be allowed as specified on the Plans and these Specifications. The Contractor shall not traverse across any pipeline with land-based equipment (ex. Marsh Excavator) prior to placement of protective measures during construction and maintenance of the Dikes.

#### 300.3.1 Existing Infrastructure Protective Measures

The Contractor shall be responsible for investigating, locating and protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the Project Site. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this project due to encountering objects above and below the water line. The Contractor shall not traverse across any pipeline with land-based equipment (ex. bucket dredge) prior to placement of protective measures during construction and maintenance of the Dikes. Protective measures shall be capable of withstanding equipment and pipeline loads while protecting the existing buried pipelines from damage. Type(s) of material used shall be included in the Work Plan to be approved by the Engineer prior to installation. The Contractor shall not traverse across any pipeline with equipment which could damage the pipeline. The Contractor shall remove the protective measures from the project area prior to demobilization.

#### 300.4 Materials and Construction

The Dikes shall be constructed around the perimeter of the East Marsh Creation Area and Southern alignment of the West Marsh Creation Area, as shown on the Plans, using in-situ borrow material that is excavated adjacent to the Dikes and within the Marsh Creation Areas. Dike and interior borrow shall be constructed/excavated to the lines, grades, elevations, and tolerances as shown on the Plans and in these Specifications. The interior borrow pits for the Dike construction shall be re-filled during hydraulic dredging. Geotechnical boring logs showing material characteristics can be found in Appendix H (boring locations are shown on Plan Sheets 25 and 28).

#### 300.5 Tolerance

The maximum elevation for the Dikes, shown on the Plans, is +3.5' NAVD 88 and the minimum elevation is +3.0' NAVD 88. The Contractor shall maintain a minimum freeboard of 1 foot between the crest height of the Dike and Marsh Creation Area fill height until the respective Marsh Creation Area is accepted.

#### 300.6 Internal Training Dikes

The Contractor has the discretion to construct internal training Dikes as necessary to aid in containment of dredged material within the Marsh Creation Areas. The dimensions of the internal training Dikes may vary; however, the crown height shall not exceed that of the Earthen Gap Closures. The interior borrow pits for the internal training Dike construction shall be re-filled during hydraulic dredging. Upon final acceptance of the Marsh Creation Areas, the Owner may require the internal training Dikes be to gapped or degraded. Whether a reach of the internal training Dikes should be gapped or degraded shall be determined by the Engineer once the Marsh Creation Area is accepted by the Engineer.



Location and width shall be determined by the Engineer. Spoil from internal training Dike degradation or gapping shall be used to fill nearby low lying areas within the Marsh Creation Areas that may exist, unless otherwise instructed by the Engineer. The proposed layout and schedule for internal training Dikes shall be included in the Work Plan per SP-7 and approved by the Engineer prior to construction. All costs associated with constructing and maintaining the internal training Dikes shall be at no additional expense to The Owner.

#### 300.7 Maintenance

All Dikes shall be maintained by the Contractor until the respective Marsh Creation Area has gained acceptance. Should a breach or failure of the Dikes occur before a Marsh Creation Area gains acceptance, the Contractor shall immediately notify the Engineer, cease filling of the Marsh Creation Area and initiate repairs to the Dike. Additionally, should the Process Surveys specified in TS-210.5.2 reveal any deficiencies in the Dike elevation, top width, or side slope, the Contractor shall cease filling of the Marsh Creation Area and initiate repairs to the Dike. All external spills of dredged material or Dike material from the Marsh Creation Area shall be immediately returned to the Marsh Creation Area, by the Contractor, at no additional expense to the Owner. The Contractor shall include a maintenance and Dike breach repair plan, detailing procedure and communication protocols, in the Work Plan.

#### 300.8 Degradation of Earthen Containment Dikes

Upon final acceptance of the Marsh Creation Areas, the Owner may require up to twenty percent (20%) of the total linear feet of Dikes be gapped or degraded. Whether a reach of Dikes should be gapped or degraded shall be determined by the Engineer once construction of the Marsh Creation Areas are accepted by the Engineer. Location and width of gaps shall be determined by the Engineer. Spoil from Dike degradation or gapping shall be used to fill nearby low lying areas within the Marsh Creation Areas that may exist as a result of the Earthen Containment Dike borrow pits, unless otherwise instructed by the Engineer.

#### 300.9 Acceptance

The Engineer will verify that the Dikes have been constructed to the lines, grades, elevations, and tolerances shown on the Plans. Once the Contractor has constructed a minimum reach of 1000 linear feet, the Dike may be surveyed for acceptance and partial payment. The Contractor shall request for initial acceptance after construction of the Dikes. The Dikes will gain initial acceptance once the Process Surveys show that the desired template has been attained. Final acceptance shall be requested after completion of the respective Marsh Creation Area. The Engineer may require the removal of or deduct payment for material placed beyond the specified tolerances. This quantity will be calculated by the Engineer. **Initial acceptance by the Engineer does not relieve the Contractor of their responsibility to maintain the Dikes until final acceptance of the respective Marsh Creation Area.**

#### 300.10 Ratio of Effort

Ninety percent (90%) of the Contract cost for this bid item will be paid to the Contractor upon initial acceptance. The remaining ten percent (10%) will be paid to the Contractor upon final acceptance of the respective Marsh Creation Area.

### 300.11 Measurement and Payment

The Contractor shall submit Applications for Payment after gaining initial and final acceptance. Payment will be made at the Contract unit price per linear foot for Bid Item No. 5 “Earthen Containment Dikes”. Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to this item of the Work.

The Contractor may request partial payments for the Dike in 1000 foot (minimum) continuous, unbroken, and accepted sections. Acceptance of partial payment by the Engineer does not relieve the Contractor of their responsibility to maintain the Dikes until final acceptance of the respective Marsh Creation Area.

## TS-310 EARTHEN GAP CLOSURES

### 310.1 Scope

The Contractor shall furnish all material, labor and equipment necessary to construct, maintain and gap the Earthen Gap Closures (EGC) located in the West Marsh Creation Area in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans. The Earthen Gap Closures shown on the Plans were identified from design surveys and may not constitute all required gap closures due to the dynamic and changing manner of the project location. Final Earthen Gap Closure alignments will be approved by the Engineer after acceptance of the Pre-Construction Gap Closure Survey.

### 310.2 Equipment

All Earthen Gap Closures shall be constructed and maintained using mechanical (Bucket) dredging equipment. The Equipment Data Sheet in Appendix K shall be included in the Work Plan for all mechanical dredging equipment proposed to perform the Work. The mechanical dredge equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

### 310.3 Equipment Access

All proposed routes for equipment access shall be provided in the Work Plan. Equipment access shall be limited to open water to the greatest extent possible. Any impacts to wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no additional expense to The Owner. Channel dredging shall only be allowed as specified on the Plans and these Specifications. The Contractor shall not traverse across any pipeline with land-based equipment (ex. Marsh Excavator) prior to placement of Protective Measures during construction and maintenance of the Dikes.

#### 310.3.1 Existing Infrastructure Protective Measures

The Contractor shall be responsible for investigating, locating and protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the Project Site. The Owner will not be held responsible for damage to the Contractor’s equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this project due to encountering objects above and below

the water line. The Contractor shall not traverse across any pipeline with land-based equipment prior to placement of protective measures during construction and maintenance of the Dikes and Gap Closures. Protective measures shall be capable of withstanding equipment and pipeline loads while protecting the existing buried pipelines from damage. Type of material used shall be included in the Work Plan to be approved by the Engineer prior to installation. The Contractor shall not traverse across any pipeline with equipment which could damage the pipeline. The Contractor shall remove the Protective Measures from the project area prior to demobilization.

#### 310.4 Materials and Construction

The Earthen Gap Closures shall be constructed at all significant perimeter gaps of the West Marsh Creation Area using in-situ borrow material that is excavated adjacent to the Gap Closures and within the Marsh Creation Area. Gap Closures and interior borrow shall be constructed/excavated to the lines, grades, elevations, and tolerances as shown on the Plans and in these Specifications. The interior borrow pits for Earthen Gap Closure construction shall be re-filled during hydraulic dredging. Geotechnical boring logs showing material characteristics can be found in Appendix H (boring locations are shown on Plan Sheet 25).

#### 310.5 Tolerance

The Earthen Gap Closures shall be constructed to the elevations and sections shown on the Plans. The maximum elevation for the West Marsh Creation Area is +2.0' NAVD 88 and the minimum elevation is +1.5' NAVD 88.

#### 310.6 Maintenance

All Gap Closures shall be maintained by the Contractor until the West Marsh Creation Area has gained acceptance. Should a breach or failure of any of the Gap Closures occur before the Marsh Creation Area gains acceptance, the Contractor shall immediately notify the Engineer, cease filling of the Marsh Creation Area and initiate repairs to the Earthen Gap Closure. Additionally, should the Process Surveys specified in TS-210.5.2 reveal any deficiencies in elevation, top width, or side slope, the Contractor shall cease filling of the Marsh Creation Area and initiate repairs to the Earthen Gap Closures. All external spills of dredged material or Gap Closures material from the Marsh Creation Area shall be immediately returned to the Marsh Creation Area, by the Contractor, at no additional expense to the Owner. The Contractor shall include a maintenance and Gap Closure breach repair plan, including detailed procedure and communication protocols, in the Work Plan.

#### 310.7 Acceptance

The Engineer will verify that the Gap Closures have been constructed to the lines, grades, elevations, and tolerances shown on the Plans. Once the Contractor has constructed a complete Gap Closure, the Earthen Gap Closure may be surveyed for acceptance. The Contractor shall request for initial acceptance after construction of the Gap Closures. Final acceptance shall be requested after completion of the respective Marsh Creation Area. The Gap Closures will gain acceptance once the Process Surveys show that the desired template has been attained. The Engineer may require the removal of or deduct payment for material placed beyond the specified tolerances. This quantity will be calculated by the Engineer. **Initial acceptance by the Engineer does not relieve the Contractor of their**

**responsibility to maintain the Gap Closures until final acceptance of the West Marsh Creation Area.**

310.8 Ratio of Effort

Ninety percent (90%) of the Contract cost for this bid item will be paid to the Contractor upon initial acceptance. The remaining ten percent (10%) will be paid to the Contractor upon final acceptance of the West Marsh Creation Area.

310.9 Measurement and Payment

The Contractor shall submit Applications for Payment after gaining initial and final acceptance. Payment will be made at the Contract unit price per linear foot for Bid Item No. 6, "Earthen Gap Closures". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to this item of the Work. Partial payments will not be allowed for this bid item.

TS-311 SHEET PILE GAP CLOSURE

311.1 Scope

The Contractor shall furnish all of the materials, labor and equipment necessary to install the steel sheet pile wall structure as shown on the Plans. The length of individual sheet piles is shown on the Plans. Shop drawings and construction sequencing of this item in reference to the steel sheet pile wall structure shall be provided in the Work Plan.

311.2 Materials and Construction

Steel sheet piles shall be of a size as specified on the Plans and shall comply with ASTM A328. Sheet piles shall be fabricated in accordance with Section 807 of the Louisiana Standard Specifications for Roads and Bridges, as published by the Louisiana Department of Transportation and Development (current version), or approved equivalent.

311.3 Protective Coating

The surface of each steel sheet pile shall be cleaned, primed, and coated from the top of the sheet pile to a point 10 feet (minimum) below the mud line. The surfaces to be primed and coated shall be dry grit-blasted to a near white blast finish. All work blasted in one day must be primed on that day and before the dew point has been reached. Any blasted area, not primed, which is exposed overnight, shall be at least whip-blasted again before primer application. All areas of the surface to be blasted which show any trace of oil or grease shall be degreased using V.M. and P. Naptha, or Xylol, prior to grit blasting. All surfaces to be primed shall be completely dry, free of soil, dust, oil, paint, scale, and grit at the time of application of the primer. Dry film thickness of the primer shall be 3 mils minimum. The primer shall be allowed to cure a minimum of 24 hours before application of the coal tar-epoxy. Coating shall be applied using 2 coats of coal tar epoxy-polyamide applied in accordance with the manufacturer's recommendations. Each coat must have a minimum dry film thickness of 8 mils. Areas damaged during installation, such as connections, shall be cleaned and touched up with 2 coats of coal tar epoxy-polyamide.

The Contractor shall submit certification that the minimum film thickness requirements have been met.

#### 311.4 Installation

The sheet piles shall be driven in a manner that ensures perfect interlocking throughout the entire length of each pile in satisfactory condition to the depths and along the alignment shown on the Plans. Pile hammers shall be of approved sizes and types and maintained in proper alignment during driving operations by attachment to suitable leads or guides. A protective pile cap of approved design shall be employed during driving operations in order to prevent damage to the tops of the piles. A satisfactory alignment of the sheet piles shall be maintained by driving in increments of penetration necessary to prevent distortion, twisting or pulling of the interlocks. Piles driven out of interlock with adjacent piles or otherwise injured shall be removed and replaced by new piles at the expense of the Contractor. Use of vibratory hammers or jets is prohibited. Holes, other than for permanent fittings, shall not be drilled into the sheet pile without approval from the Engineer.

#### 311.5 Tolerance

The Sheet Pile Gap Closure shall be constructed to the elevations and sections shown on the Plans. The minimum bottom tip elevation -21.0' NAVD 88 and the maximum bottom tip elevation -22.0' NAVD 88. The minimum top of pile elevation is +1.5' NAVD 88 and the maximum top of pile elevation is +2.0' NAVD 88.

#### 311.6 Maintenance

The tops of the steel sheet piles shall be cut off or driven to a straight line at the elevation indicated and capped as shown on the Plans. If the sheet piles become appreciably distorted or otherwise damaged below the cut-off level during driving, the damaged portions shall be removed and replaced at the expense of the Contractor.

#### 311.7 Shipment and Storage and Handling

The steel sheet pile shall be adequately protected from damage during shipment, storage and handling. The sheet pile shall be sorted and stacked at the Project Site to prevent distortion and to facilitate proper sequence of setting and driving. During shipment and storage, the sheet pile shall be supported by wood blocks which are spaced not more than 10 feet apart or more than 2 feet from the ends of the piles. During handling, the sheet pile shall be supported by slings, strong backs, or other methods. Each pile shall be labeled or tagged with the manufacturer's name, product identification, shipping lot, dimensions, weight, and date of manufacture.

#### 311.8 Acceptance

The Engineer will verify that the Sheet Pile Gap Closure has been constructed to the lines, grades, elevations, and tolerances shown on the Plans. Once the Contractor has constructed the Sheet Pile Gap Closure, the Sheet Pile Gap Closure may be surveyed for acceptance. The Contractor shall request for initial acceptance after construction of the Sheet Pile Gap Closure. Final acceptance shall be requested after completion of the West Marsh Creation Area. The Sheet Pile Gap Closure will gain acceptance once the Process Surveys show

that the desired template has been attained. **Initial acceptance by the Engineer does not relieve the Contractor of their responsibility to maintain the Sheet Pile Gap Closure until final acceptance of the respective West Marsh Creation Area.**

#### 311.9 Ratio of Effort

Ninety percent (90%) of the Contract cost for this bid item will be paid to the Contractor upon initial acceptance. The remaining ten percent (10%) will be paid to the Contractor upon final acceptance of the respective Marsh Creation Area.

#### 311.10 Measurement and Payment

Quantities of permanent sheet pile wall for payment shall be the design wall area as shown on the plans. Permanent sheet pile design quantities shall be measured in square feet and be adjusted if changes are made by the engineer to adjust to field conditions, for proven plan errors, or for necessary design changes. Hardware shall not be measured for payment. No payment shall be made for steel sheet pile that are rejected or damaged due to fault or negligence by the Contractor. Payment for this item shall be at the Contract unit price per square foot of sheet pile wall shown on the Plans for Bid Item No. 7, "Sheet Pile Gap Closure".

### TS-330 EQUIPMENT ACCESS CHANNELS

#### 330.1 Scope

The Contractor shall furnish all of the material, labor and equipment necessary to access the Project Site. The dredged section of the Equipment Access Channel shall be in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans. The dredged section may not be required, or need to be dredged to the elevation shown on the plans, depending on the draft requirements of the Contractor's equipment.

#### 330.2 Equipment & Dredge Pipeline Access Corridors

All proposed routes for equipment access shall be provided in the Work Plan. Equipment access shall be limited to open water unless otherwise specified in these Specifications or shown on the Plans. The Contractor shall provide a marked dredge pipeline crossing corridor for use by the Little Lake Hunting Club members as shown on Plan Sheet 7. The crossing corridor shall be capable of accomadating shallow-draft, surface-drive boats. Details of the dredge pipeline crossing corridor shall be included in the Work Plan to be approved by the Engineer prior to installation of the dredge pipeline. Any impacts to wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no additional expense to the owner.

#### 330.3 Access Channel Dredging

If the section of Access Channel permitted to be dredged is necessary based on the contractor's equipment, it shall be excavated using mechanical dredging equipment and shall be dredged to the dimensions shown on the Plans. The Contractor is not required to dredge the channel to the maximum depth of -6.0' NAVD 88. The Contractor shall pay for all damages and repairs associated with dredging beyond the dimensions shown on the

Plans. The Equipment Data Sheet in Appendix K shall be included in the Work Plan for all mechanical dredging equipment proposed to perform the Work. The mechanical dredge equipment shall be in satisfactory operating condition and capable of efficiently performing the Work.

#### 330.4 Material Placement

Material dredged from the access channel shall be placed in the temporary disposal areas shown on the Plans. Prior to demobilization, the temporary disposal area shall be reworked to the original grade by backfilling into the adjacent excavated access channel. Any material that is deposited elsewhere than indicated on the Plans, unless authorized by the Engineer, shall be removed and deposited in approved areas at the Contractor's expense. Additionally, the Contractor shall be responsible for restoring unauthorized disposal areas to pre-construction conditions at no expense to the Owner.

#### 330.5 Tolerance

After being backfilled, the vertical elevation tolerance for the finished grade of the access channel and temporary disposal areas shall be  $\pm 6.0$  inches from pre-construction conditions.

#### 330.6 Maintenance

The access channel shall be maintained in accordance with TS-330.3 and as shown on the Plans in order to facilitate equipment access from Turtle Bay to the Marsh Creation Areas. Maintenance dredging shall be performed at no additional expense to The Owner.

#### 330.7 Acceptance

The Contractor shall request for initial acceptance after the access channel has been dredged. The Contractor shall request for final acceptance after the access channel has been backfilled. The channel shall gain acceptance if the Process Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and in these Specifications. The Engineer may require the addition or removal of material dredged or placed beyond the specified tolerances. Accepted Pre-Construction, Process, and As-Built surveys shall be used for verification.

#### 330.8 Ratio of Effort

Seventy percent (70%) of the Contract cost for this bid item will be paid to the Contractor upon initial acceptance. The remaining thirty percent (30%) will be paid to the Contractor upon final acceptance.

#### 330.9 Measurement and Payment

The Contractor shall submit Applications for Payment after gaining initial and final acceptance. Payment will be made at the Contract lump sum price for Bid Item No. 8, "Equipment Access Channels". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to this item of the Work.

## TS-400 HYDRAULIC DREDGING AND MARSH FILL

### 400.1 Scope

The Contractor shall furnish all of the materials, labor and equipment necessary to dredge the Marsh Creation Borrow Area and place the material into the Marsh Creation Areas in accordance with these specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans. This section shall include the operation and maintenance of the hydraulic dredge, booster pump (if required) and dredge pipeline.

### 400.2 Equipment Access

All proposed routes for equipment access shall be provided in the Work Plan. Equipment access shall be limited to open water unless otherwise specified herein. Any impacts to wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no additional expense to the Owner. Access Channel dredging shall only be allowed as specified on the Plans and these Specifications for equipment access. The Contractor shall not traverse across any pipeline with land-based equipment (ex. Marsh Excavator) during construction of the Marsh Creation Areas without protective measures installed and approved by the Engineer.

### 400.3 Equipment

All equipment shall be in satisfactory operating condition and capable of efficiently performing the Work. The Contractor shall provide an equipment protection plan in the Work Plan addressing procedures for stage fluctuations and adverse weather conditions. The Equipment Data Sheet in Appendix K shall be submitted in the Work Plan for all equipment proposed to perform the Work other than the hydraulic dredge (I.E., marsh buggies, tenders, etc.).

### 400.4 Hydraulic Dredging

It is the responsibility of the Contractor to select equipment that can navigate to the Borrow Area without dredging an access channel other than those permitted and shown on the Plans. The equipment shall remain floating at all times during the Work and transit to and from the Turtle Bay Marsh Creation Borrow Area. The Contractor shall dredge the Turtle Bay Marsh Creation Borrow Area using the hydraulic dredge specified in the Hydraulic Dredge Data Sheet in Appendix J. All Dikes, Sheet Pile Closure, Gap Closures, and Pre-Construction Surveys shall gain initial acceptance from the Engineer prior to placement of the dredged material for the Marsh Creation Areas. Placement of dredged material shall begin in the West Marsh Creation Area. The Contractor may place dredged material in both Marsh Creation Areas simultaneously with prior approval from the Engineer.

#### 400.4.1 Borrow Material

The material to be dredged from the Borrow Area has been classified as silty clay with shells and shell fragments throughout the investigated area. Analysis of the borrow material indicates that the presence of shells and oyster shells are expected to be encountered during dredging operations. Hydrometer tests indicate that the major component of the composite samples is silt, with clay generally being the secondary component, followed by sand. Atterberg limits suggest clayey behavior



for soil mechanics considerations; however, self-weight consolidation testing demonstrated silty behavior, with settlement generally being less and quicker than a more clay-based soil. Boring logs for the Marsh Creation Borrow Area with descriptions are provided in the Geotechnical Report located in Appendix H. Additional materials such as logs, stumps, snags, tires, scrap and other materials may be encountered within the Project Site. If any of these materials, including shells and oyster shells are encountered, the Engineer will determine if they shall be dispersed within the Project Site or removed and properly disposed of by the Contractor. No additional payment for dispersed or removed material shall be made.

#### 400.4.2 Dredging Limits

Dredging shall occur within the limits of the Marsh Creation Borrow Area as shown on the Plans. No hydraulic dredging shall occur within a 250' radius of any identified oil and gas infrastructure as shown on the Plans and identified during Pre-Construction Surveys. The Contractor shall immediately notify the Engineer if an infraction of the Marsh Creation Borrow Area Limits of Pay does occur. No payment shall be made for any material dredged beyond the Marsh Creation Borrow Area Limits of Pay. The Contractor shall also pay all permit fines and other expenses related to dredging beyond the Marsh Creation Borrow Area Limits of Pay.

#### 400.4.3 Dredge Location Control

The Contractor is required to utilize a Differential Global Positioning System (DGPS) to accurately and continuously track and record the position and depth of the dredge and cutter head while dredging the Marsh Creation Borrow Area. The position of the dredge and cutter head shall be recorded in Louisiana South State Plane Coordinate System, NAD 1983 with an accuracy of six (6) feet. Positions shall be recorded at least every ten (10) minutes showing a track of the dredge in relation to the borrow site. The Engineer or Resident Project Representative shall be allowed to board the dredge and observe dredging operations from the bridge. The Contractor is required to calibrate the DGPS equipment as per manufacturer's specifications. The Contractor is also required to have a dredging depth indicator capable of gauging the depth being dredged at all times for each piece and type of dredging plant being utilized. The instrument shall be of electronic recorder type. The indicators shall be in plain view of Operators and Resident Project Representative and be adjusted to the reference datum, NAVD88 Geiod 12A Epoch 2010.00. The Contractor shall use surveying equipment and methodology specified in TS-210 to achieve this vertical datum. The position data and calibration records shall be included in the Daily Progress Reports. The proposed type of positioning equipment and proposed tide corrections methods and measurements shall be included in the Work Plan.

#### 400.5 Placement of Dredging Material

##### 400.5.1 Maximum Production Rate of Dredged Material

The Contractor shall not exceed a maximum hourly production rate of 700 cubic yards per hour of dredged material placed into a single Marsh Creation Area. The Contractor may conduct dredge material discharge operations in both Marsh Creation Areas simultaneously, yielding a combined maximum hourly rate of 1,400 cubic yards per hour.

The Contractor shall document the average hourly production rate, maximum hourly production rate achieved, volume of the dredged material placed into each marsh creation area, and average concentration of the dredged material (mg/L or units approved by the Engineer) every day of hydraulic dredging operations. The Contractor shall include the proposed method of measurement (such as but not limited to densometer readings, daily borrow area surveys, etc.) in the Work Plan to be approved by the Engineer. This information shall be included in the Daily Progress Report (Appendix L) for the applicable 24 hour period. Should the Contractor exceed the maximum hourly production rate, the Contractor shall provide the Engineer a detailed summary of the hourly production rates for the previous 24 hour period. Should the Contractor exceed the maximum hourly production rate 3 times over the course of performing the Work, the Engineer may instruct the Contractor to cease dredging operations for a period of time equivalent to the time required to place the excess material at the maximum hourly production rate.

Should the Marsh Creation Borrow Area payment surveys show a discrepancy with the quantity dredged versus the cumulative sum of the production rates reported in the Daily Progress Reports for the applicable period of payment, the Engineer reserves the right to deduct payment for quantities above the maximum hourly production rate and reported operational hours for the period of payment in question. This quantity will be calculated by the Engineer.

The Engineer reserves the right to issue the Contractor a waiver of the maximum production rate and/or reinstate the maximum production rate dependent upon site conditions during placement of the dredged material. The Engineer will provide the Contractor notice in writing of the maximum production rate waiver or reinstatement as determined by the Engineer.

400.5.2 East Marsh Creation Area

The Contractor shall not begin hydraulic dredging until all Earthen Containment Dikes, Gap Closures, Sheet Pile Closure, and Pre-Construction Surveys have been accepted, by the Engineer. The Contractor shall place the dredged material into the East Marsh Creation Area to the following elevation and vertical tolerance:

**Table 1: East MCA Construction Fill Elevations**

Marsh Creation Area	Constructed Marsh Target/Minimum Elevation (Feet NAVD 88 Geoid 12A)	Maximum Marsh Elevation (Feet NAVD 88 Geoid 12A)
East	+1.5	+2.0

The Contractor shall regulate the dredge flow rate and dredged material density to insure constructed marsh elevations comply with the specified tolerances, integrity of the Earthen Containment Dikes are maintained, and prohibit any discharge of dredged material outside of the Marsh Creation Area. The Engineer may require the removal of or deduct payment for material placed beyond the specified tolerances. This quantity will be calculated by the Engineer. The Contractor shall be responsible for the restoration of any damages to adjacent wetlands or water bodies at no additional expense to the Owner.

400.5.3 West Marsh Creation Area

The Contractor shall not begin hydraulic dredging until all Earthen Containment Dikes, Gap Closures, Sheet Pile Closure, and Pre-Construction Surveys have been accepted by the Engineer. The Contractor shall place the dredged material from the Marsh Creation Borrow Area into the West Marsh Creation Area within designated discharge zones as shown on Plan Sheet 6. The Contractor shall begin placement of the dredged material in either the southern discharge zones (Discharge Zones 3 and 4). The Contractor may not place dredged material into Discharge Zones 1 and 2 without prior approval from the Engineer. The anticipated pipe discharge locations within each discharge zone and sequencing of material placement shall be provided in the Work Plan and approved by the Engineer prior to placement of dredged material.

Each designated discharge zone has a maximum dredged material quantity and maximum marsh elevation as shown in Table 2. The Contractor shall pump the dredged material into each discharge zone until the maximum dredged material quantity is achieved before relocating to a different discharge zone. The Contractor shall not exceed the maximum marsh elevation within a discharge zone. If the maximum marsh elevation has been achieved, but the maximum dredged material quantity for an individual discharge zone has not been achieved prior to outfall relocation to a different discharge zone, the Engineer reserves the right to instruct the Contractor to utilize unused dredged material quantity from a completed discharge zone to assist in filling the remaining discharge zones.

**Table 2: West MCA Construction Fill Elevations**

West Marsh Creation Area Discharge Zone	Maximum Dredged Material Quantity (CY)	Constructed Marsh Target/Minimum Elevation (Feet NAVD 88)	Maximum Marsh Elevation (Feet NAVD 88)
1	250,000	+1.5	+2.0
2	280,000	+1.5	+2.0
3	200,000	+1.5	+2.0
4	230,000	+1.5	+2.0

The Contractor shall regulate the dredge flow rate and dredged material density to insure constructed marsh elevations comply with the specified tolerances, integrity of the Earthen Containment Dikes and Gap Closures are maintained, and minimize then discharge of dredged material outside of the Marsh Creation Area to the maximum extent practical. The Engineer may require the removal of or deduct payment for material placed beyond the specified tolerances. This quantity will be calculated by the Engineer. The Contractor shall be responsible for the restoration of any damages to adjacent wetlands or water bodies at no additional expense to the Owner.

Should the Engineer determine that a significant amount of marsh material is escaping outside of the West Marsh Creation Area, the Engineer may instruct the Contractor to reduce the dredge flow rate, change the location of the dredged material discharge, and/or immediately restrict the West Marsh Creation Area pumping operations to daylight hours only.

## 400.6 Dewatering

The Contractor shall dewater the Marsh Creation Areas in order to achieve the construction marsh elevations within the specified tolerances. It is expected that the West Marsh Creation Area will not require any dewatering structures since the effluent will dewater through the existing marsh vegetation. It is the responsibility of the Contractor to minimize turbidity outside of the West Marsh Creation Area using methods such as but not limited to proper outfall placement and management and/or regulating dredge flowrate to limit perimeter losses.

### 400.6.1 Turbidity Control

The Contractor shall discharge water from the Marsh Creation Areas into surrounding wetland areas to avoid impoundment of water and allow for consolidation of the dredged material. The Contractor shall provide a turbidity control plan detailing means and methods for any discharge of water outside the project footprint, including, if applicable, a description of any water control structure(s) proposed for use. The plan shall contain methods to minimize turbidity and sedimentation as determined by the Engineer in open water at both the Marsh Creation Borrow Area and vicinity of the Marsh Creation Areas. The turbidity control plan shall be submitted in the Work Plan, fourteen (14) days prior to the Pre-Construction Conference.

### 400.6.2 East Marsh Creation Area Water Control Structures

The Contractor shall only dewater the East Marsh Creation Area along the southern boundary into adjacent marsh such that it minimizes the amount of material which is allowed to escape the system and flow into surrounding waterways and Turtle Bay. Dewatering Structures, such as weirs or spill boxes may be utilized to discharge the decanted water from the East Marsh Creation Area. Dewatering Structures shall be removed by the Contractor upon completion of the Work at the Contractor's expense. The Contractor shall include proposed dewatering locations and methodology in the Work Plan. No plastic sheeting (such as Visqueen) will be allowed as part of a Water Control Structure.

The Contractor may use any number or design of water control structures for water discharge provided the structure is of sufficient size to discharge an appropriate volume of water and control the loss of dredged material. The rate of discharge must be manually controllable with the ability to completely shut off discharge through the structure. The turbidity control plan should include the quantity and type of water control structure and describe the method and timing of removal of any proposed water control structures. The cost of any water control structures associated with dewatering discharge shall be included in Bid Item No. 9, "Hydraulic Dredging and Marsh Fill". All proposed routes for equipment access shall be provided in the Work Plan. Equipment access shall be limited to open water. Any impacts to wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no additional expense to the Owner. Channel dredging shall only be allowed as specified on the Plans and these Specifications.

#### 400.7 Dredge Pipeline Maintenance

The Contractor shall operate and maintain a stable and non-leaking dredge pipeline at all times during dredging and placement of dredged material. If a leak does occur, dredging shall cease, the Engineer shall be notified and the leak shall be repaired. If requested by the Engineer, the Contractor shall transport the Engineer or Resident Project Representative to the leak for visual inspection. The Engineer may require the Contractor to remove all material deposited as a result of a pipeline leak at no additional expense to the Owner.

#### 400.8 Grade Stakes

The Contractor shall be required to install Grade Stakes within the Marsh Creation Areas to monitor constructed marsh elevations. Each Marsh Creation Area shall include the minimum quantity of Grade Stakes as outlined below:

East Marsh Creation Area: 37 Grade Stakes

West Marsh Creation Area: 44 Grade Stakes

The stakes shall be embedded at least six feet (6') into the soil or at a depth sufficient to resist the stakes being moved by dredged material placement, tides, or weather. The Grade Stakes shall be surveyed and maintained throughout construction. Grade Stakes damaged during dredged material placement shall immediately be repaired or replaced to maintain the minimum quantity stated above. Each gauge sign shall be supported by one (1) 2" x 4" untreated pine lumber of sufficient length. The gauge sign shall be fastened to the lumber using three (3) #8 galvanized or zinc-coated screws and washers. Holes shall be drilled through the lumber and gauge sign before the fasteners are installed.

The gauge sign shall be composed of sheeting applied to a rigid substrate of 4" wide x 0.120" thick fiberglass reinforced thermoset polyester laminate using a pressure sensitive urethane adhesive. The sheeting shall be engineer grade Avery Dennison T1500, or approved equal, that is white in color and reflective. The substrate shall be gray in color, dielectric, non-conductive, acrylic, UV stabilized and possess a tensile strength which exceeds 0.005" aluminum.

The tolerance range for each target marsh elevation shall be represented on the gauge sign using green Avery 7TS transparent ink. Border lines shall be applied at each target lift and tolerance elevation using 1/8" thick Avery 7TS black ink.

Materials, flagging, and markings for the Grade Stakes shall be marked as shown on Plan Sheet 22 and approved by the Engineer before installation. After final acceptance of the Marsh Creation Area, the Grade Stakes shall be removed as directed by the Engineer. Proposed Grade Stake locations shall be included in the Work Plan and approved by the Engineer.

#### 400.9 East Marsh Creation Area Acceptance

The East Marsh Creation Area shall be accepted, by the Engineer, once it meets the target marsh elevation stated in TS-400.5.2. To determine if the target marsh elevation has been attained, Grade Stake elevations shall be recorded and reported to the Engineer daily. The Contractor shall notify the Engineer when Grade Stake elevations indicate target marsh

elevation have been achieved for the Marsh Creation Area. All of the Grade Stake readings must be within the tolerance in order to be accepted. No less than two days after the Engineer accepts the Grade Stake data, a topographic survey shall be performed in accordance with TS-210.6.4. At least 80% of the survey points must be within the tolerance for the East Marsh Creation Area to be accepted. All Marsh Creation Area surveys shall be witnessed by the Engineer or Resident Project Representative. If the Marsh Creation Area is below the target/minimum elevation specified in TS-400.5.2, and the Contractor has not dredged the entire quantity of material specified in the Contract, the Engineer may require the Contractor to place additional material prior to acceptance. Once a Marsh Creation Area has been accepted, dewatering shall continue. The Engineer may require material placed above the elevation tolerance to be removed.

#### 400.10 West Marsh Creation Area Acceptance

The West Marsh Creation Area shall be accepted, by the Engineer, once it meets the target marsh elevation or maximum dredged material quantities for all discharge zones, whichever is achieved first, as stated in TS-400.5.3.

When the Contractor has achieved the target marsh elevation stated in TS-400.5.3 via daily Grade Stake elevations readings or the dredged material quantities for all discharge zones have been exhausted, the Contractor shall notify the Engineer which event was achieved. No less than two days after the Engineer receives notification of target elevation achievement or dredged material quantity exhaustion, a topographic survey shall be performed in accordance with TS-210.6.4. At least 50% of the survey points must be within the tolerance for the West Marsh Creation Area to be accepted via target marsh elevation. All Marsh Creation Area surveys shall be witnessed by the Engineer or Resident Project Representative. If the Engineer determines more dredge material is required, after review of the topographic survey, the Engineer may require the Contractor to place additional material prior to acceptance. The Engineer reserves the right to instruct the Contractor to place additional material up to 25% of the base bid quantity at the original contract price per cubic yard if the contract quantities have been exhausted. The Engineer may require material placed above the elevation tolerance to be removed.

#### 400.11 Measurement and Payment

Payment for all work described in this section shall be made at the Contract unit price per cubic yard (Dredged from the Marsh Creation Borrow Area/Payment on the Cut) for Bid Item No. 9, "Hydraulic Dredging and Marsh Fill". Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of the Work. Payment will be based on the result of the comparison of the Marsh Creation Borrow Area Pre-Construction and Process/As-Built surveys. The Engineer will verify the pay quantities provided by the Contractor based on the Pre-Construction and Process/As-Built surveys conducted by the Contractor and accepted by the Engineer. The Engineer, at their discretion, may verify the As-Built survey results of the Contractor with an independent Engineer's Survey. The Engineer's Survey will be used for payment if, in the Engineer's opinion, a significant difference is found between the Contractor's As-Built survey and the Engineer's survey. The quantity of material that is dredged beyond the specified limits of the Marsh Creation Borrow Area, or placed above the tolerances stated in TS-400.5.2 and TS-400.5.3, will be deducted from payment per cubic yard at the Contract unit price. The volume of material placed above the tolerances will be calculated by the Engineer.

The Contractor may request partial payment on a monthly basis. The volume calculated for the partial payment will be determined by the Process Survey cross sections of the Marsh Creation Borrow Area (see TS-210.5.6) that are submitted by the Contractor and accepted by the Engineer. No payment will be made for material placed above the tolerances stated in TS-400.5.2 and TS-400.5.3. The volume of material placed above the tolerances will be calculated by the Engineer and deducted from the partial payment.

**END OF PART III – TECHNICAL SPECIFICATIONS**

**APPENDIX A: DIRECTIONS TO PRE-BID SITE VISIT BOAT LAUNCH**



## APPENDIX A: DIRECTIONS TO PRE-BID SITE VISIT BOAT LAUNCH

### From New Orleans:

Take I-10 E, US-90 BUS W, LA-3134 S and LA-45 S to Jean Lafitte Blvd in Lafitte

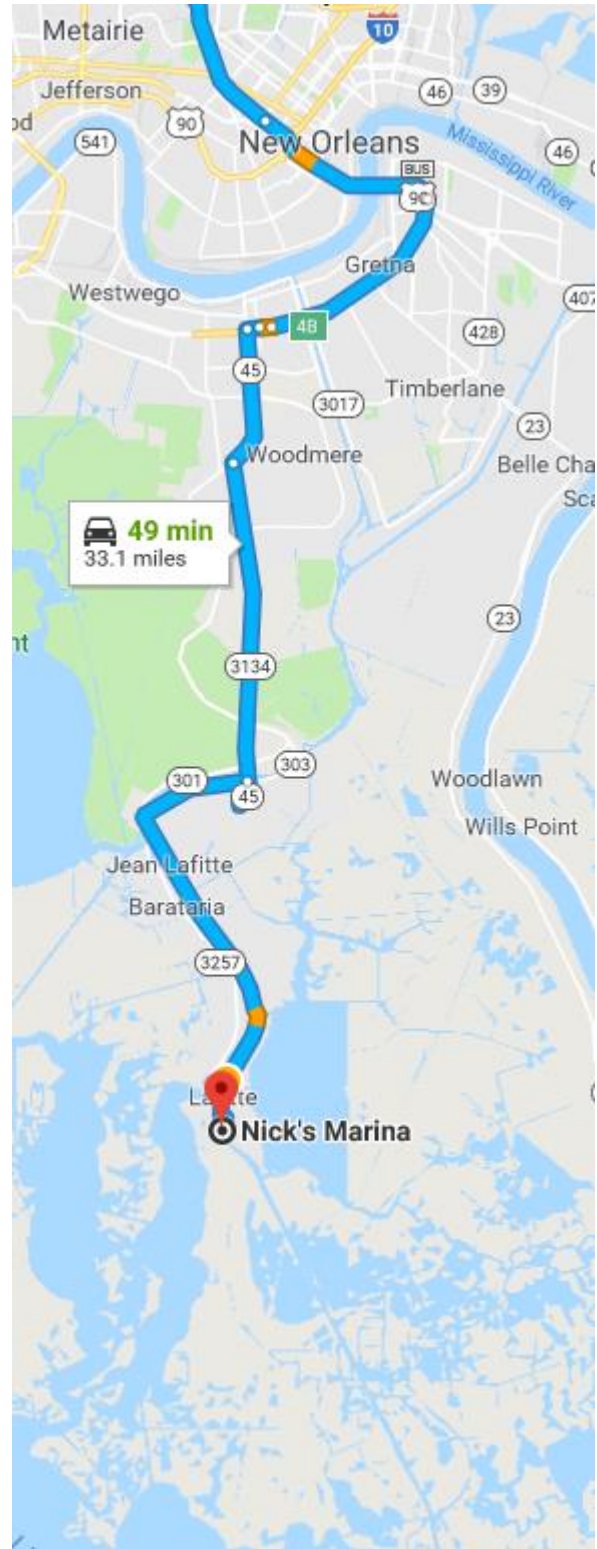
- 45 min (32.2 mi)
- ↑ 1. Head east on I-10 E  
0.1 mi
  - ↘ 2. Keep right at the fork to stay on I-10 E, follow signs for New Orleans Business District/Interstate 10 E  
3.5 mi
  - ↙ 3. Keep left at the fork to continue on US-90 BUS W  
4.0 mi
  - ↙ 4. Keep left to stay on US-90 BUS W  
4.5 mi
  - ↘ 5. Take exit 4B toward LA-45/Barataria Blvd  
0.2 mi
  - ↕ 6. Merge onto Westbank Expy  
0.3 mi
  - ↙ 7. Use the left 2 lanes to turn left onto LA-45 S/Barataria Blvd  
● Pass by IBERIABANK (on the right in 1.2 mi)  
2.9 mi
  - ↙ 8. Use the left 2 lanes to turn left onto LA-3134 S/Lafitte Pkwy/Leo Kerner Pkwy  
● Continue to follow LA-3134 S  
7.8 mi
  - ↙ 9. Turn left onto LA-45 S/Jean Lafitte Blvd  
● Pass by Subway Restaurants (on the right in 3.2 mi)  
8.8 mi
  - ↘ 10. Turn right onto 2nd St  
0.1 mi

Continue on Jean Lafitte Blvd to your destination

- 3 min (0.9 mi)
- ↙ 11. Turn left onto Jean Lafitte Blvd  
0.6 mi
  - ↙ 12. Jean Lafitte Blvd turns left and becomes Kenal Rd  
0.2 mi
  - ↘ 13. Turn right  
0.1 mi

### Nick's Marina

5057 Kenal Rd, Lafitte, LA 70067



**APPENDIX B: REQUEST FOR INFORMATION FORM**



**APPENDIX C: LANDRIGHTS MEMORANDUM**



# State of Louisiana

JOHN BEL EDWARDS

GOVERNOR

November 9, 2018

## Memorandum

To: Dustin White, BA-0125 Project Manager

From: Rhett A. Desselle II, Land Rights

RE: Completion of Landrights on the Northwest Turtle Bay Marsh Creation Project, BA-0125

The CPRA Real Estate and Landrights Division has completed all landrights necessary to proceed to construction contracting on the above referenced project. The following information is being transmitted via this memorandum, or has already been forwarded to you under separate memorandum:

<input checked="" type="checkbox"/> Servitude Agreements	<input type="checkbox"/> State Land Office Letter of No Objection
<input checked="" type="checkbox"/> CWPPRA Section 303(e) approval	<input checked="" type="checkbox"/> Pipelines/Notices of Construction
<input type="checkbox"/> Assignment of Rights to Federal Sponsor	<input type="checkbox"/> Mineral Operations Agreement(s)
<input checked="" type="checkbox"/> Grant of Particular Use (State Lands)	<input type="checkbox"/> Right(s) of Entry for Construction
<input type="checkbox"/> Memorandum(s) of Agreement	<input type="checkbox"/> Oil/Gas Operator Agreement(s)
<input checked="" type="checkbox"/> Landrights Certification Letter	<input checked="" type="checkbox"/> Other

Please note the following information that will need to be included in the contract specifications and/or for future monitoring, operations and maintenance site visits:

### I. Landowner notification requirements

- A. The following notice language is in Article II of The Louisiana Land and Exploration Company (LL&E) servitude agreement: "STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project."
- B. The above language is also in Article II of the Rigolets Limited Partnership servitude agreement.
- C. It is recommended that the same notice for A. and B. (above) be provided to the State Land Office.

## II. LL&E Special Conditions

Article III. of the Agreement includes: " To the extent permitted by Louisiana law, STATE shall indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns, and transferees. Should work on said Lands be performed via contract, STATE shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The STATE acknowledges, declares, and stipulates that GRANTOR has provided this Agreement at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement."

Article IV. of the Agreement includes: " STATE shall be responsible for repair or replacement in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by STATE, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to STATE's activities. STATE shall remove or dispose of all debris associated with construction, operation, and maintenance of the Project."

Article VII. of the Agreement includes: "...STATE agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, (c) hunting, trapping and alligator egg operations, and (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement..."

Article I. of Exhibit C (Additional Terms and Conditions) includes: " Should work on said Lands be performed via a STATE contract or a Federal contract, STATE shall file a request with the Clerk of Court in the Parish where work is to be performed to be notified of any suit and/or lien placed or filed against GRANTOR'S Lands involved in this Project; STATE shall notify GRANTOR of any such suit and/or lien within 5 days of being notified by the Clerk of Court; and STATE shall cause any such lien filed against GRANTOR'S Lands to be bonded out and the inscription of such lien against GRANTOR'S Lands noted as cancelled on the records of the office of such Clerk of Court within thirty (30) days of the STATE being notified that such lien has been filed against GRANTOR'S Lands."

Article II. of Exhibit C (Additional Terms and Conditions) includes: " STATE shall verify that every contractor working on LL&E property shall maintain in full force, during the entire existence of this Agreement, Workman's Compensation Insurance in an amount necessary to satisfy the minimum requirements of the laws of the State of Louisiana."

Please note the conditions regarding the right of GRANTOR to alter the Project features found in Article III.

Article IV. of Exhibit C (Additional Terms and Conditions) includes: "This Agreement is subject to and subordinate to all existing contracts of record affecting said lands."

Article V. of Exhibit C (Additional Terms and Conditions) includes: "State agrees to maintain all features and/or appurtenances placed on said Lands in good order and repair during the term of this Agreement. STATE may terminate this Agreement, due to lack of funding or otherwise, and thereby terminate maintenance of said features and/or approved appurtenances, provided, however, that maintenance of other Project features, which are located on lands other than said Lands, is terminated concurrently. Upon termination of this Agreement, all features and/or approved appurtenances placed on said Lands shall, at GRANTOR's option either become property of the GRANTOR without compensation to STATE or shall be promptly removed by STATE at STATE expense. Upon termination of this Agreement, STATE shall furnish to GRANTOR within sixty (60) days a recorded release of this Agreement."

Article VII. of Exhibit C (Additional Terms and Conditions) includes: "STATE shall be responsible for repair or replacement in like manner of any survey monuments, property line markers, located on said Lands which may be damaged or destroyed by STATE, or its designees while on said Lands."

### **III. Rigolets Limited Partnership Special Conditions**

Article III. of the Agreement includes: " STATE agrees to indemnify, defend and hold GRANTOR harmless against and from any loss or liability on account of injuries to (including the death of) persons or to the property of others, including reasonable attorney's fees; provided that such indemnity is limited to loss or liability that results from the Project or STATE's operations hereinunder on or related to said Lands irrespective of any fault, contributory negligence or strict (or absolute) liability of GRANTOR, unless caused through the intentional acts or sole fault of GRANTOR. In the event any suit is brought against GRANTOR to recover for or on account of any such damage, injury or death, resulting from STATE's operations hereunder, STATE will, at GRANTOR's written request, appear and defend said suit at STATE's own sole cost, risk and expense, with counsel reasonably acceptable to GRANTEE, and STATE shall be responsible for and shall pay and satisfy any judgment that may be entered against GRANTOR therein when said suit is finally determined to the extent that such judgment is attributable to loss or liability that results from the Project or STATE's operations hereunder on or related to said Lands. GRANTOR shall have no liability to STATE for any damage done to structures or to the Project as a result of the activities of third persons.

STATE assumes the condition of said Lands and assumes the risk as to any vices and defects in the Lands, whether those vices or defects are latent and/or not discoverable upon simple inspection, including those vices or defects, knowledge of which would deter STATE from making this Agreement. STATE, its assigns and transferees hereby accepts said Lands, as is, where is, in its existing environmental condition and waives, discharges, and releases GRANTOR, its general and limited partners, subsidiaries, affiliates, agents, employees, officers and insurers from any and all claims and/or causes of action which STATE or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for any environmental liabilities arising from this Agreement herein granted."

Article IV. of the Agreement includes: " STATE shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by STATE, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to STATE's activities. STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project."

Article VII. of the Agreement includes: "...STATE agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement..."

#### **IV. State Land Office Special Conditions**

Article 6 of the Grant of Particular Use includes: "...The Grantee agrees to include the following paragraph in its construction contracts to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4578, to notify the State Land Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms."

Article 9 of the Grant of Particular Use includes: "The following restrictions apply:



A. Grantee agrees to act in a reasonable manner in conducting their activities on the property covered by this Grant of Particular Use.

B. To the extent required by and pursuant to La. R.S. 49:214.6.10, the State of Louisiana shall be held free and harmless from claims, for loss or damages to rights, arising as a consequence of this authorization from any diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related renewable resources. This provision does not impose an indemnification obligation upon Grantee or its contractors.

C. Grantee shall include the language of the above two paragraphs, which are labeled "A" and "B", in any transfer or assignment of the right to use granted herein, and shall require the transferee or assignee to include and require said language in any subsequent transfer or assignment. Failure to do so shall not negate the protection provided the State of Louisiana and Grantee and all these entities' agents and employees in La. R.S. 49:214.6.10.

D. The restrictions in paragraphs A, B, and C above are not intended to contravene Louisiana law.

NOTE: Please read all of the conditions in the agreements and include all pertinent information from same in the scope of services and plans and specs for construction, operations, maintenance and monitoring of the project.

## **V. Pipelines**

### **Crimson Midstream Special Conditions**

Crimson Midstream, under the name Crimson Gulf, has provided CPRA with a Letter of No Objection, along with a Construction Requirements in the Proximity of Crimson Pipelines. Please note that CPRA will not accept the terms of the Letter of No Objection, but the construction requirements should be considered when coordinating with Crimson.

NOTE: Special care and close coordination by the construction contractor with the pipeline companies will be crucial in order to avoid impacting the pipelines within or near the project area. It is recommended that confirmation in the field, including, but not limited to, use of a magnetometer survey be a requirement of the contractor to ensure that any lines in the area are identified and will not be impacted. Verification of pipelines, their depths and draft of the equipment to be used will be essential. The assumption resulting from current investigations does not include oil and gas operations that might commence in the future.

## **VI. Landowner and Pipeline contact information**

The Louisiana Land & Exploration Company LLC  
Ordis J. Smith, III  
806 Bayou Black Drive  
Houma, LA 70360  
985-853-3018  
[ordis.j.smith@conocophillips.com](mailto:ordis.j.smith@conocophillips.com)

Rigolets Limited Partnership  
Frank Tessier  
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux LLC  
1100 Poydras Street, Suite 3100  
New Orleans, LA 70163  
504-585-3809  
[tessier@carverdarden.com](mailto:tessier@carverdarden.com)

Office of State Lands  
Jonathan Robillard  
P.O. Box 44124  
Baton Rouge, LA 70804  
225-342-4578  
[jonathan.robillard@la.gov](mailto:jonathan.robillard@la.gov)

See Pipeline Owner Contact Information spreadsheet below.

I WILL CONTACT YOU, THE PROJECT ENGINEER, THE MAINTENANCE MANAGER, THE CONSTRUCTION MANAGER, AND THE MONITORING MANAGER TO SCHEDULE A WRAP- UP MEETING TO DISCUSS THE REQUIREMENTS IN THE DOCUMENT WHICH MAY HAVE AN IMPACT ON CONTRACTING SPECIFICATIONS.

Thank you for your attention to this matter.

RAD



c(via email):

Thomas McLain, CPRA Project Engineer  
Adam Ledet, CPRA Project Construction and O & M Manager  
Elaine Lear, Project Biological Monitoring Manager

## Pipeline Owner Contact Information

Company Name	R/W No.	R/W Width	Pipe Size	Product Transmitted	Depth of Cover	Active or Abandoned	Public Imp. Clause	Contact Person, Address and Telephone Number
ExxonMobil Pipeline Company								
Sections 5, 8, T18S-R23E Includes various other lands. Entry No. 36484 Plat ID - ExxonMobil 1 & 2	NA	50'	12"	Oil	3'	NA		ExxonMobil Pipeline Co. 108 Business Fork Avenue Suite E Denham Springs, LA 70726 C/O Paul Sallafarmaggio Office: 225 271-3912 Cell: 225 921-2628
Sections 5, 8, 9, T18S-R23E Includes various other lands. Entry No. 315280 See Amendment, Entry No. 9848555 Plat ID - ExxonMobil 1 & 2	NA	50'	NA	Oil, petroleum products, other liquid hydrocarbons	3'	NA		ExxonMobil Pipeline Co. 108 Business Fork Avenue Suite E Denham Springs, LA 70726 C/O Paul Sallafarmaggio Office: 225 271-3912 Cell: 225 921-2628 or Doolay Quire Office: 225 271-3914 Cell: 225 715-9318
Sections 32, T17S-R23E Sections 4, 5, T18S-R23E Entry No. 871281 Plat ID ExxonMobil 3	NA	40'	NA	Natural Gas	4'	NA		ExxonMobil Pipeline Co. 108 Business Fork Avenue Suite E Denham Springs, LA 70726 C/O Paul Sallafarmaggio Office: 225 271-3912 Cell: 225 921-2628
Sections 31, 32, T17S-R23E Section 5, T18S-R23E Entry No. 960191 Plat ID - Exxon-Stone Canal ROW	NA	NA	NA	Canal Permit - located on outside perimeter of project boundary	NA	NA		ExxonMobil Pipeline Co. 108 Business Fork Avenue Suite E Denham Springs, LA 70726 C/O Paul Sallafarmaggio Office: 225 271-3912 Cell: 225 921-2628
Tennessee Gas Pipeline Company								
Sections 4, 5, 8, T18S-R23E. Entry No. 811723 Plat ID - Kinetica	NA	35'	Unknown	Natural Gas	4'	NA		Kinetica Partners, LLC 224 Aviation Road Houma, LA 70363 C/O Kurt Ceramie Office: 985 223-6417 Cell: 985 209-2283
Stone Energy Offshore, L.L.C.								
Section 32, T17S-R23E Section 5, T18S-R23E Entry No. 11315337 Plat ID - Exxon-Stone Canal ROW	NA	NA	NA	Canal Permit - located on outside perimeter of project boundary	NA	NA		Stone Energy Offshore, LLC 625 E Kaliste Saloom Rd Lafayette, LA 70508 Attn: Director of Land; Michael D. Deville Office: 337 237-0410
Castex Energy, Inc.								
Section 32, 33, T17S-R23E; Section 5, T18S-R23E No Instrument Identified. Plat ID - Castex	CUP No. P20100042	NA	6"	NA	NA	NA		Castex Energy, Inc. 333 Clay St. Suite 2000 Houston, TX 77002 David Carmony Office: 281 878-0033
LGS Exploration Inc.								
Section 33, T17S-R23E; Section 4, T18S-R23E No Instrument Identified. Plat ID - Atmos	CUP No. P19841093	NA	NA	NA	NA	NA		Atmos Energy 5241 Taravella Road Marrero, LA 70072 C/O Brian Blum 504-362-5258 brian.blum@atmosenergy.com
Graham Oil and Gas, Ltd.								
Sections 32 and 33, T17S-R23E. No instrument identified. Plat ID - Graham	CUP No. P19811591	NA	2.5"	NA	NA	NA		Graham Exploration, Ltd. 109 Northpark Blvd. Covington, LA 70433
Vintage Petroleum								
Section 5, T18S-R23E No instrument identified. Plat ID - Vintage Petroleum	CUP No. P19950260	NA	2.875"	NA	36" below canal water line	NA		Vintage Petroleum, LLC 10889 Wilshire Blvd. Los Angeles, CA 90024
Crimson Midstream								
Unidentified pipelines in area	NA	NA	NA	NA	NA	NA		Crimson Midstream 253 Trinity Lane Gray, LA 70359 Attn: Randy Jones rjones@crimsonpl.com 985-872-3100 ext. 6012, 985-804-1044

**APPENDIX D: CHANGE ORDER FORM**

**CHANGE ORDER NO. \_\_**

**OWNER:** State of Louisiana, Coastal Protection & Restoration Authority  
**CONTRACTOR** \_\_\_\_\_  
**PROJECT:** Northwest Turtle Bay Marsh Creation Project (BA-0125)  
**FILE NO:** \_\_\_\_\_  
**SOLICITATION NO:** \_\_\_\_\_  
**CONSTRUCTION**  
**MANAGER:** Adam Ledet, P.E.

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

- 

**Description:** See attached summary.

**Attachments (list documents supporting change):**

- 

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:**

By: \_\_\_\_\_  
 Engineer  
 Date: \_\_\_\_\_

**RECOMMENDED:**

By: \_\_\_\_\_  
 CPRA Construction Manager  
 Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
 Contractor  
 Date: \_\_\_\_\_

**NORTHWEST TURTLE BAY MARSH CREATION PROJECT (BA-0125)**

**SUMMARY OF CHANGE ORDER NO: \_\_\_\_\_**

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT OVERRUN	AMOUNT UNDERRUN
<b>Net Increase of this Change Order</b>							

**Justification:**

- 

No additional/additional contract time is requested to accomplish the work for the change order.

**APPENDIX E: REQUEST FOR ACCEPTANCE FORM**

❖ NOT FOR RECORDATION PURPOSES ❖

## RECOMMENDATION OF ACCEPTANCE

TO: Coastal Protection and Restoration Authority  
150 Terrace Ave.  
Baton Rouge, LA 70802

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Firm Name and Address*

DATE: \_\_\_\_\_

PROJECT NAME & NUMBER: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_  
*(Attach Punch List)*

Signed: \_\_\_\_\_  
ENGINEER

**FOR USE OF PROJECT MANAGER:**

Signed: \_\_\_\_\_  
PROJECT MANAGER

❖ NOT FOR RECORDATION PURPOSES ❖



**APPENDIX F: PERMITS OBTAINED BY OWNER**

Permit	Pages Attached
ACOE Construction Permit	20
LDWF Fill Material License	1
LA DNR-OCM Consistency Determination	1



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, NEW ORLEANS DISTRICT  
7400 LEAKE AVENUE  
NEW ORLEANS, LOUISIANA 70118

September 6, 2017

Operations Division  
Eastern Evaluation Section, OD-SE

Subject: MN 2012-2615-EPP

U.S. Fish & Wildlife Services  
646 Cajundome Boulevard  
Lafayette, Louisiana 70506

Dear Mr. Weller:

The proposed work, to dredge and transport sediment for marsh creation and nourishment for the BA-125 Northwest Turtle Bay Marsh Creation project, located in Turtle Bay, south of Lafitte, in Jefferson Parish, Louisiana, as shown on the enclosed drawings, is authorized under **Category II** of the **Programmatic General Permit** provided that all conditions of the permit are met.

Please be aware that the permittee must comply with the enclosed: "STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES."

This authorization has a blanket water quality certification from the Louisiana Department of Environmental Quality; therefore, no additional authorization from DEQ is required.

However, prior to commencing work on your project, you must obtain approvals from state and local agencies as required by law and by terms of this permit. These approvals include, but are not limited to, a permit, consistency determination or determination of "no direct or significant impact (NDSI) on coastal waters" from the Louisiana Department of Natural Resources, Office of Coastal Management.

This approval to perform work is valid for 5 years from the date of this letter.

Permittee is aware that this office may reevaluate its decision on this permit at any time the circumstances warrant.

-2-

Should you have any further questions concerning this matter, please call Stephanie Castaing of this office at (504) 862-1564.

Sincerely,

FARABEE.M  
MICHAEL.VE  
RNE.10535  
59979

Digitally signed by  
FARABEE.MICHAEL.VERNE.1  
053559979  
DN: c=US, o=U.S.  
Government, ou=DoD,  
ou=PR, ou=USA,  
cn=FARABEE.MICHAEL.VER  
NE.1053559979  
Date: 2017.09.06 16:42:29  
+05'00'

For  
Martin S. Mayer  
Chief, Regulatory Branch

Enclosures

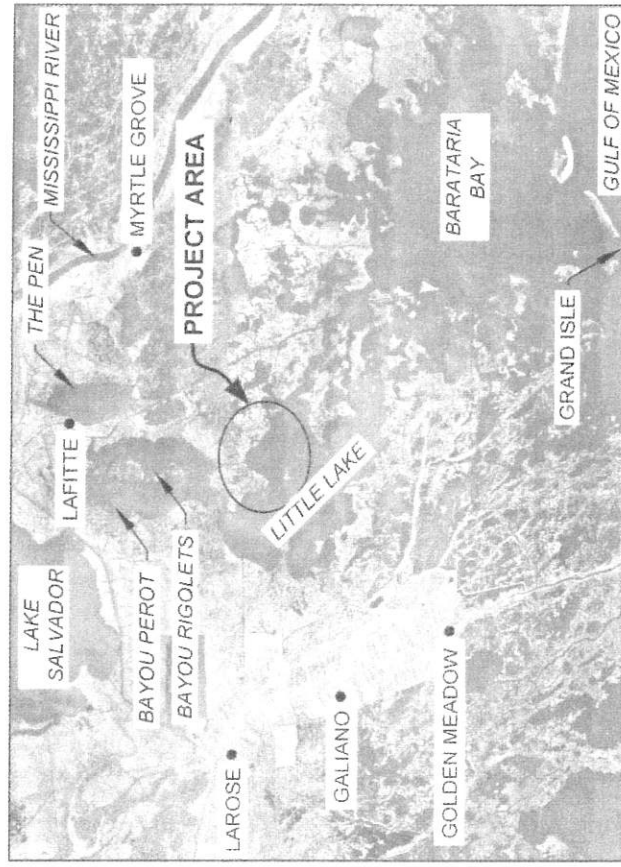
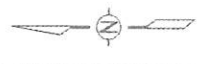
cc: LACPRA

STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY

**NORTHWEST TURTLE BAY  
MARSH CREATION PROJECT**  
BA-125  
JEFFERSON PARISH

INDEX TO SHEETS

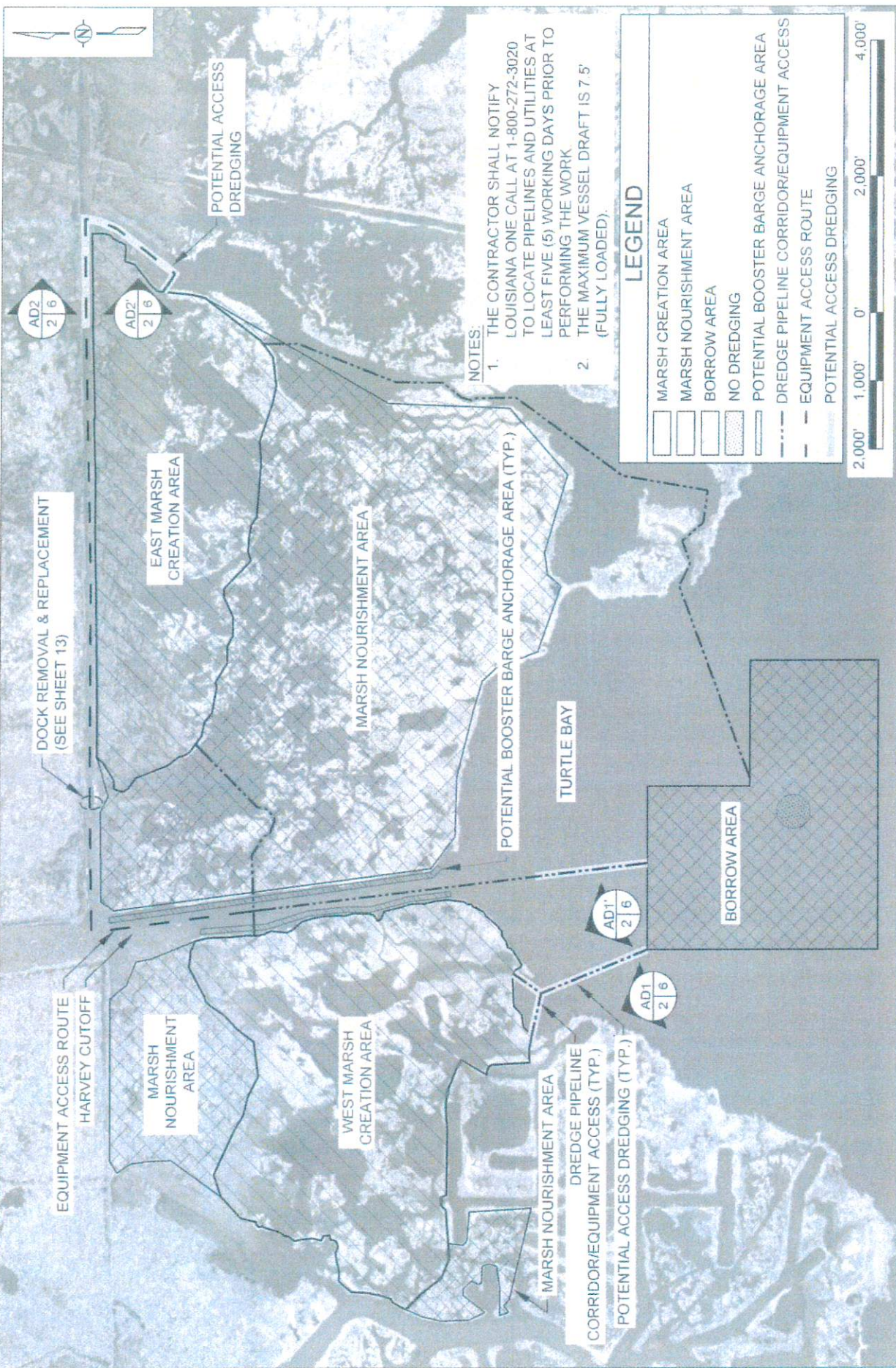
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3	BORROW AREA LAYOUT
4	WEST MARSH CREATION AREA LAYOUT
5	EAST MARSH CREATION AREA LAYOUT
6	BORROW AREA & ACCESS DREDGING TYPICAL SECTIONS
7	WEST MARSH CREATION AREA TYPICAL SECTIONS
8	WEST MARSH CREATION AREA TYPICAL SECTION
9	EAST MARSH CREATION AREA TYPICAL SECTIONS
10	WEST MCA SHEET PILE & GAP CLOSURE DETAILS
11	WEST MCA SOUTHERN PERIMETER CONTAINMENT DIKE DETAIL
12	EAST MCA CONTAINMENT DIKE & SAND CORE CLOSURE DETAILS
13	DOCK PLAN & SECTION VIEWS



**NOT FOR CONSTRUCTION**  
DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, OR SALES.

PROFESSIONAL ENGINEER  
TYE FITZGERALD  
LICENSE NO. 38153

APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE, LA 70506	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802		NORTHWEST TURTLE BAY MARSH CREATION PROJECT	TITLE SHEET
	DESIGNED BY: T. MCLAIN, E.I.	APPROVED BY: T. FITZGERALD, P.E.	STATE PROJECT NUMBER: BA-125	DATE: APRIL 2017
DRAWN BY: K. CANTU		FEDERAL PROJECT NUMBER: BA-125	SHEET 1 OF 13	



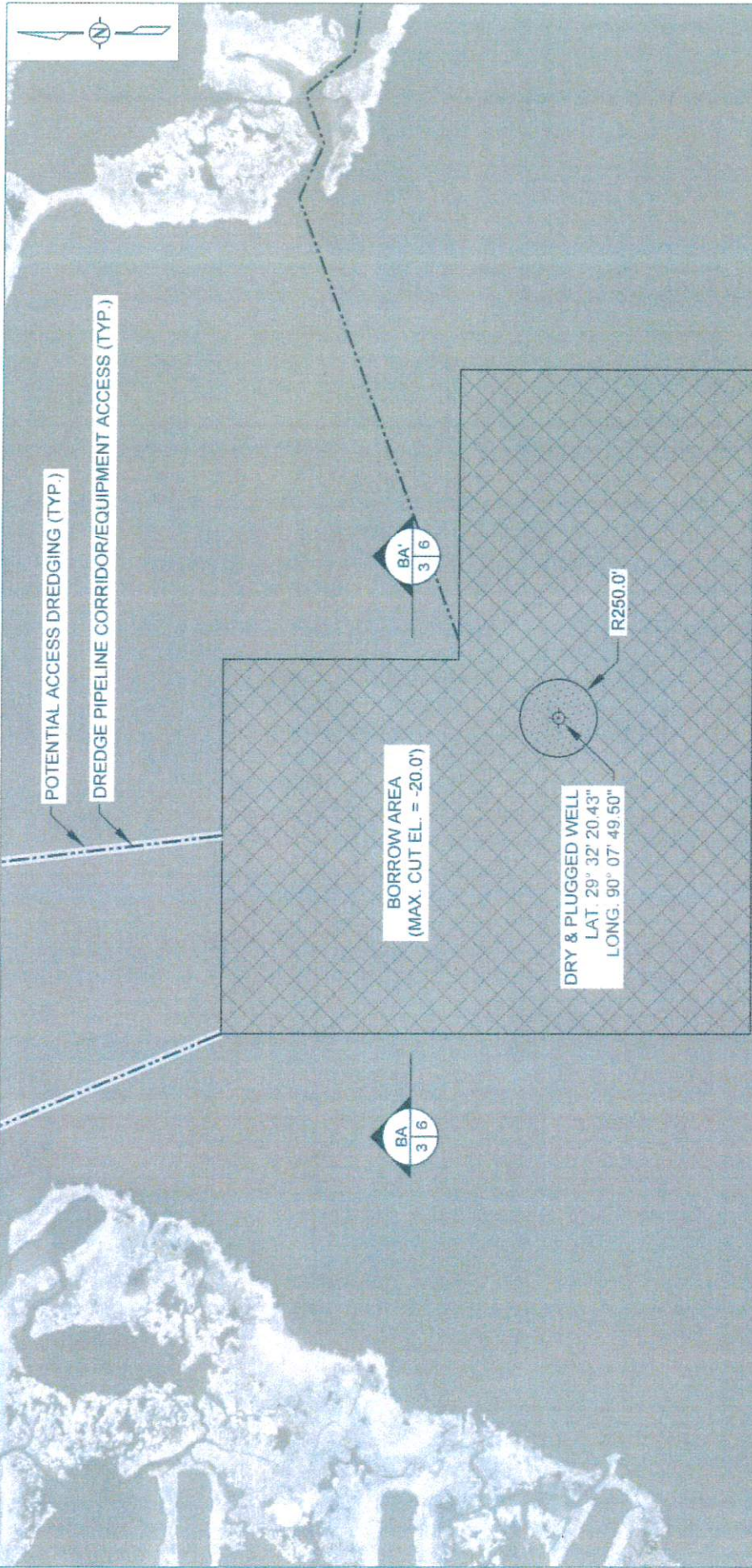
APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 548 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE, LA 70506	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	PROJECT LAYOUT
DRAWN BY K CANTU	DESIGNED BY T MCCLAIN E.I. APPROVED BY T FITZGERALD P.E.	STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125	DATE APRIL 2017 SHEET 2 OF 13

**NOTES:**

1. THE CONTRACTOR SHALL NOTIFY LOUISIANA ONE CALL AT 1-800-272-3020 TO LOCATE PIPELINES AND UTILITIES AT LEAST FIVE (5) WORKING DAYS PRIOR TO PERFORMING THE WORK
2. THE MAXIMUM VESSEL DRAFT IS 7.5' (FULLY LOADED).

- LEGEND**
- MARSH CREATION AREA
  - MARSH NOURISHMENT AREA
  - BORROW AREA
  - NO DREDGING
  - POTENTIAL BOOSTER BARGE ANCHORAGE AREA
  - DREDGE PIPELINE CORRIDOR/EQUIPMENT ACCESS
  - EQUIPMENT ACCESS ROUTE
  - POTENTIAL ACCESS DREDGING





**LEGEND**

- BORROW AREA
- NO DREDGING
- DREDGE PIPELINE CORRIDOR/EQUIPMENT ACCESS
- POTENTIAL ACCESS DREDGING
- DRY & PLUGGED WELL

TURTLE BAY

**NOTE:**

- THE BORROW AREA CONTAINS APPROXIMATELY 6.6 M CUBIC YARDS OF MATERIAL.
- NO DREDGING WILL BE ALLOWED WITHIN 250' OF A WELL.



APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE, LA 70506	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT  STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125	BORROW AREA LAYOUT  DATE: APRIL 2017 SHEET 3 OF 14
DRAWN BY K. CANTU	DESIGNED BY T. MCCLAIN, E.I.	APPROVED BY T. FITZGERALD, P.E.	

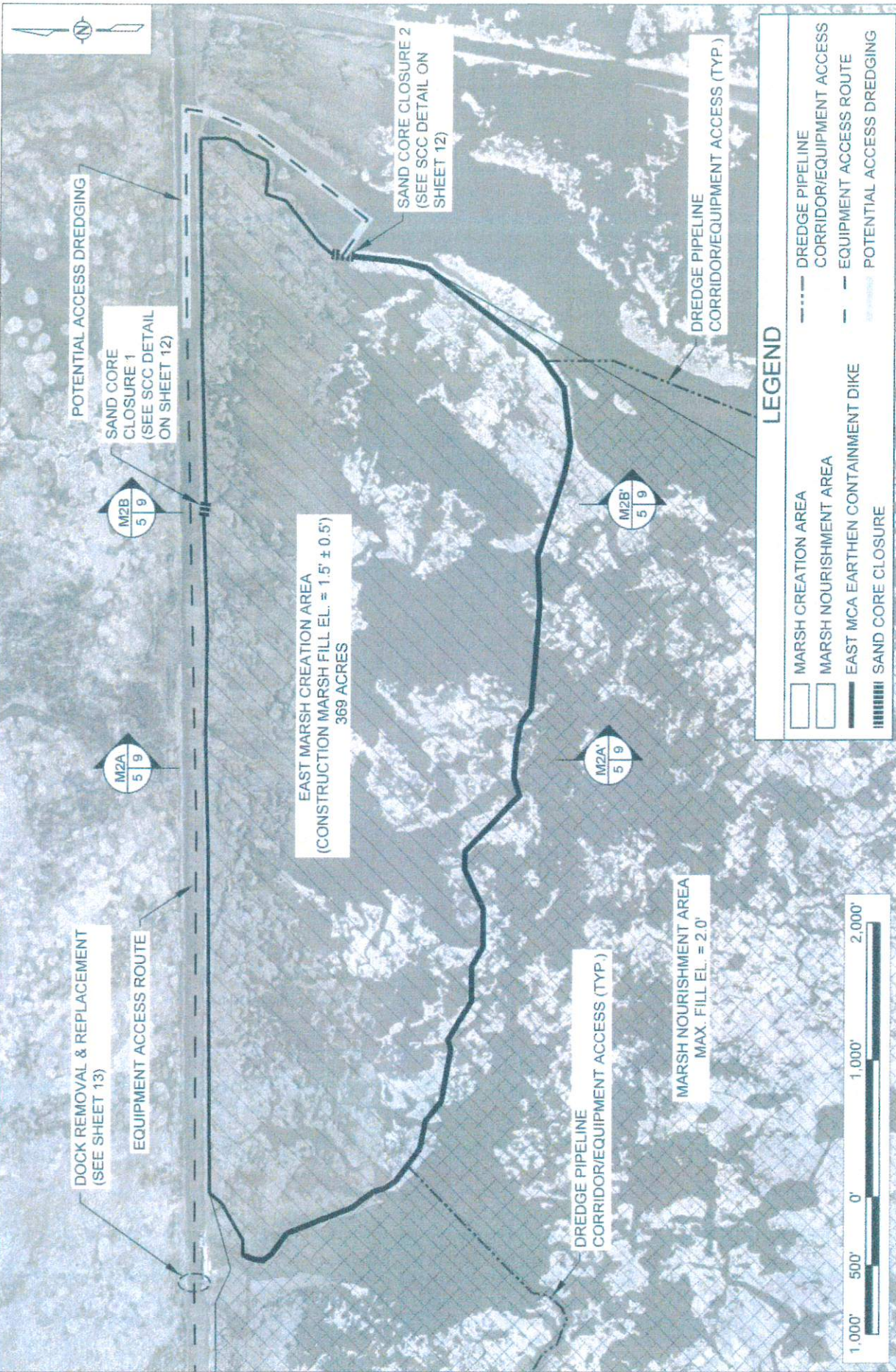


**LEGEND**

- MARSH CREATION AREA
- MARSH NOURISHMENT AREA
- WEST MARSH CREATION AREA PERIMETER
- WEST MCA GAP CLOSURE
- POTENTIAL BOOSTER BARGE ANCHORAGE AREA
- EQUIPMENT ACCESS ROUTE
- WEST MCA EARTHEN CONTAINMENT DIKE
- SHEET PILE CLOSURE
- DREDGE PIPELINE CORRIDOR/EQUIPMENT ACCESS
- POTENTIAL ACCESS DREDGING

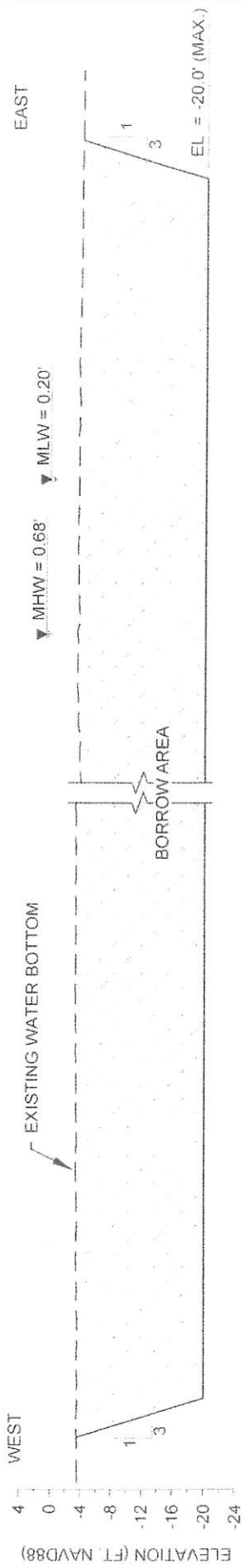


APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 546 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE LA 70506	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	WEST MARSH CREATION AREA LAYOUT
DRAWN BY K CANTU	DESIGNED BY T MCCLAIN E I APPROVED BY T FITZGERALD P E	STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125	DATE: APRIL 2017 SHEET 4 OF 13

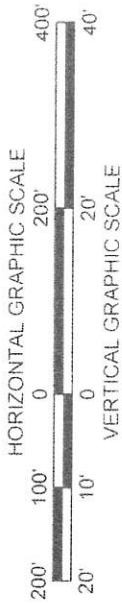


APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 648 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE, LA 70506	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	EAST MARSH CREATION AREA LAYOUT
DRAWN BY K. CANTU	DESIGNED BY T. MCCLAIN E.I. APPROVED BY T. FITZGERALD, P.E.	STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125	DATE: APRIL 2017 SHEET 5 OF 13

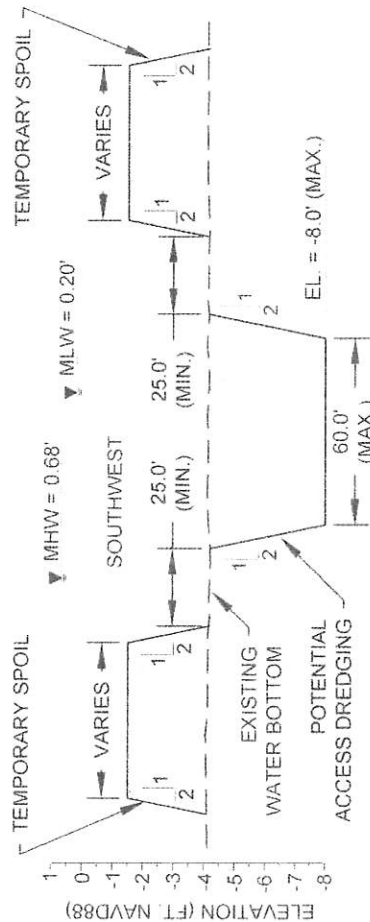




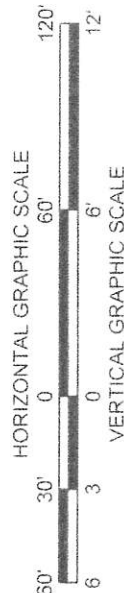
**TYPICAL SECTION BORROW AREA**



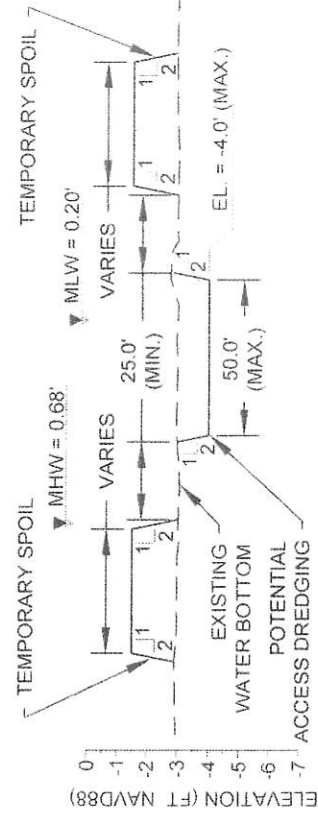
SOUTHWEST NORTH SOUTH



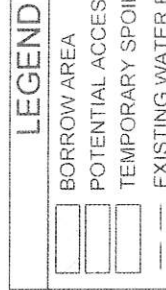
**TYPICAL SECTION - POTENTIAL ACCESS DREDGING**



NOTE:  
THE TEMPORARY SPOIL SHALL BE  
BACKFILLED PRIOR TO DEMOBILIZATION



**TYPICAL SECTION - POTENTIAL ACCESS DREDGING**



APPLICATION BY  
UNITED STATES FISH & WILDLIFE SERVICE  
646 CAJUNDOME BOULEVARD SUITE 400  
LAFAYETTE, LA 70506

**COASTAL PROTECTION AND RESTORATION AUTHORITY**  
150 TERRACE AVENUE  
BATON ROUGE, LOUISIANA 70802

NORTHWEST TURTLE BAY  
MARSH CREATION PROJECT

BORROW AREA & ACCESS  
DREDGING TYPICAL SECTIONS

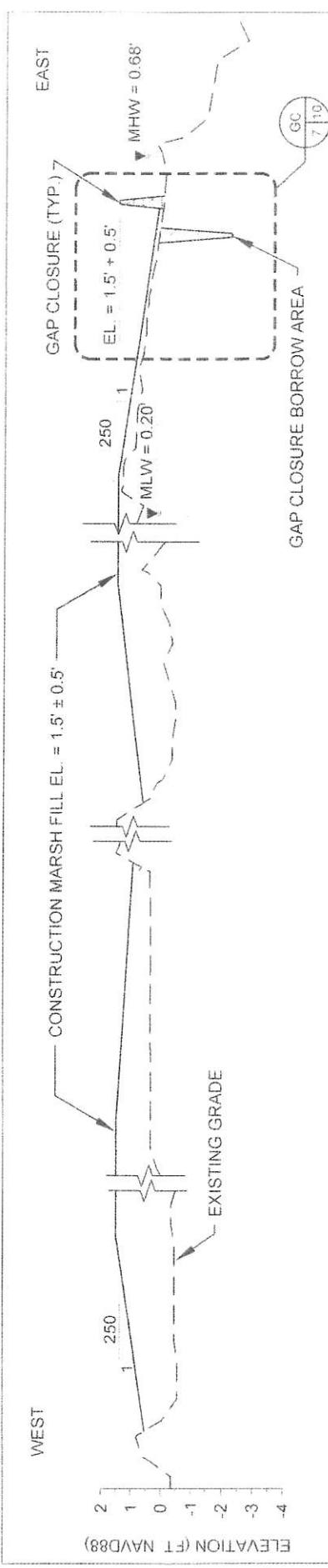
DRAWN BY K CANTU

DESIGNED BY T. MCCLAIN E I

APPROVED BY T. FITZGERALD, P.E.

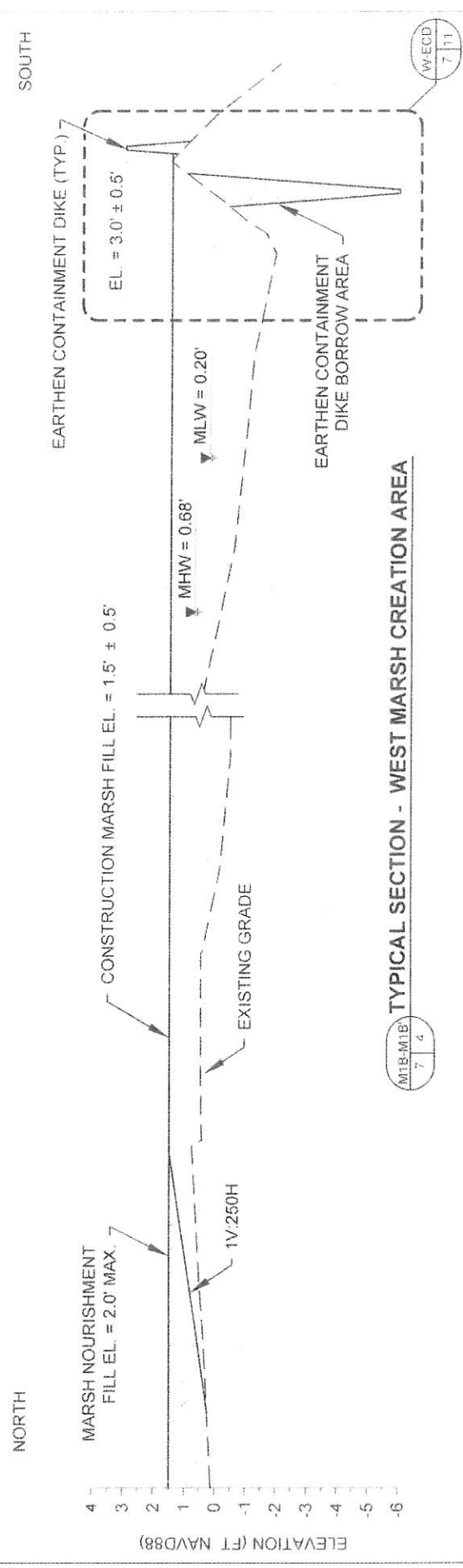
STATE PROJECT NUMBER BA-125  
FEDERAL PROJECT NUMBER BA-125

DATE APRIL 2017  
SHEET 6 OF 13



**TYPICAL SECTION - WEST MARSH CREATION AREA**

MIA-MTA  
7 | 4

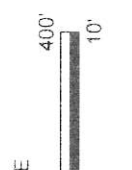


**TYPICAL SECTION - WEST MARSH CREATION AREA**

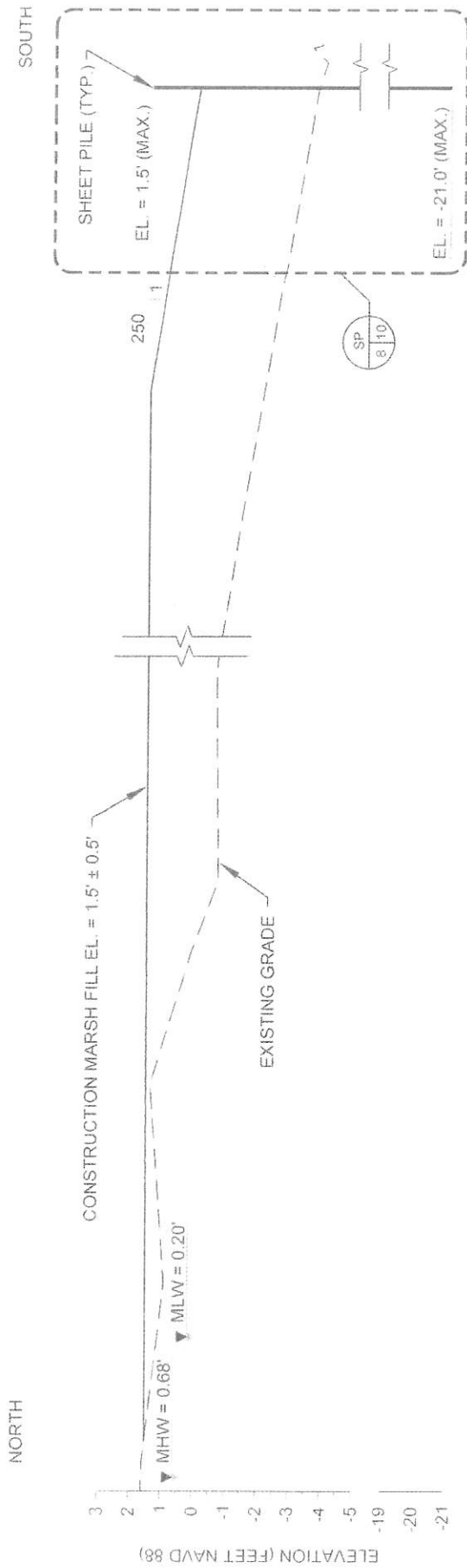
601B-M1B  
7 | 4

**LEGEND**

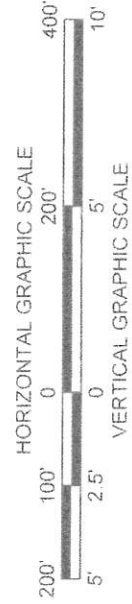
- MARSH CREATION FILL
- MARSH NOURISHMENT FILL
- EARTHEN CONTAINMENT DIKE
- GAP CLOSURE
- BORROW AREA
- EXISTING GROUND



APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD SUITE 400 LAFAYETTE LA 70506	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	WEST MARSH CREATION AREA TYPICAL SECTIONS
DESIGNED BY T. MCLAIN, E.I.	APPROVED BY T. FITZGERALD, P.E.	FEDERAL PROJECT NUMBER BA-125
DRAWN BY K. CANTU	SHEET 7 OF 13	

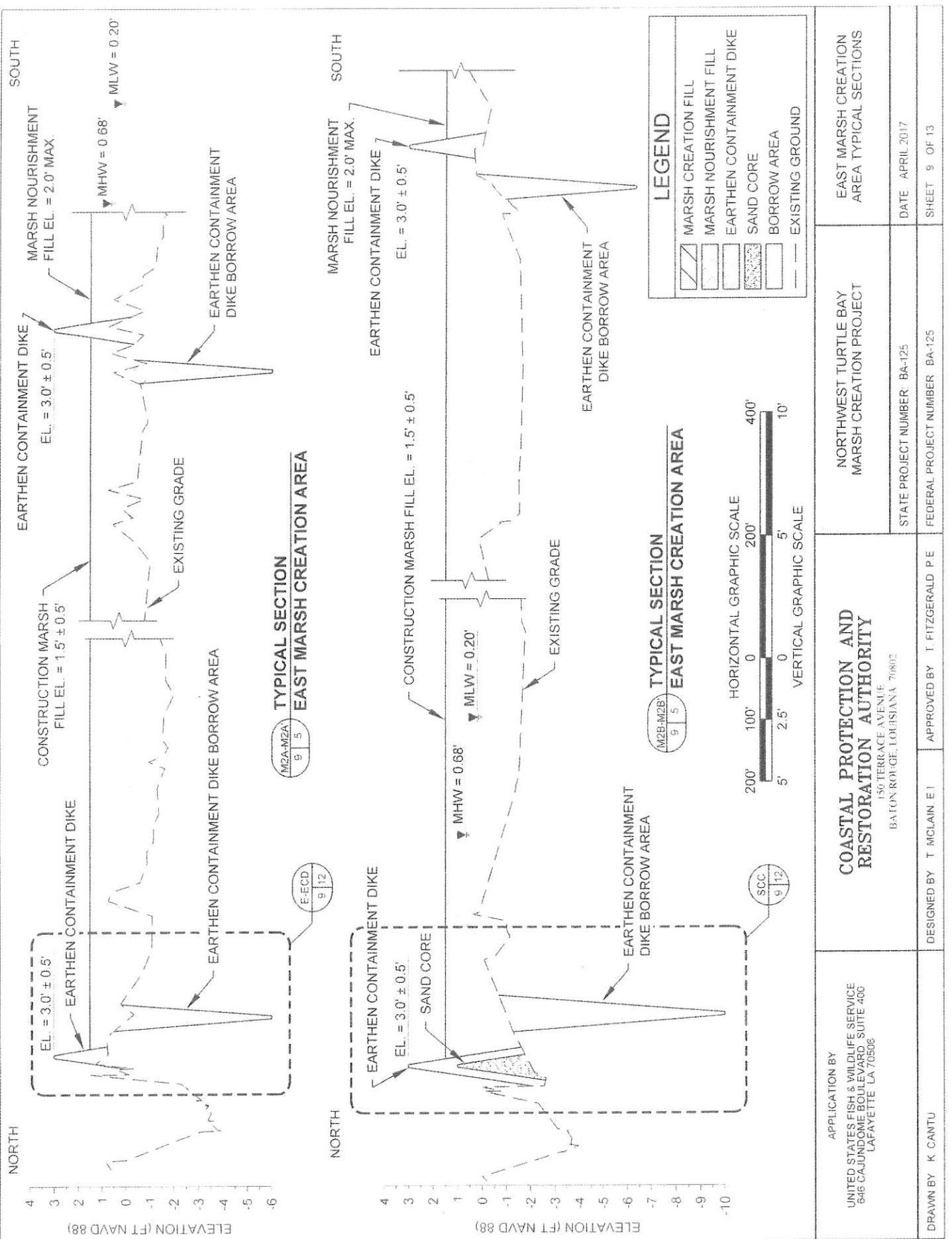


TYPICAL SECTION - WEST MARSH CREATION AREA



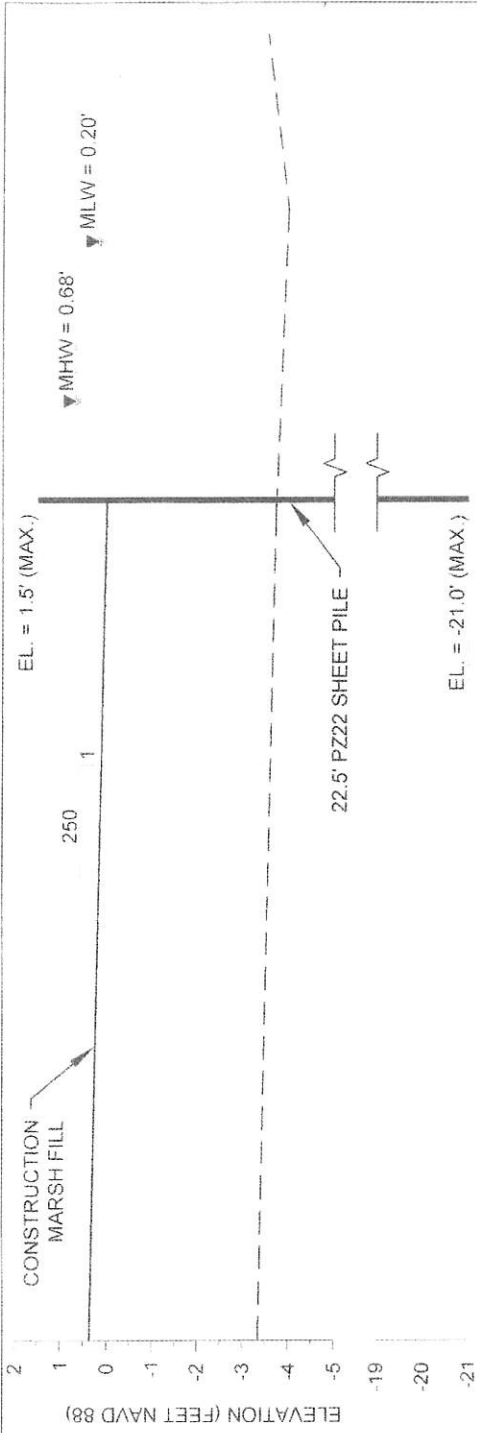
LEGEND	
	MARSH CREATION FILL
	EXISTING GROUND

APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE LA 70506	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802		NORTHWEST TURTLE BAY MARSH CREATION PROJECT	WEST MARSH CREATION AREA TYPICAL SECTION
	DESIGNED BY: T. MCCLAIN, E.I.	APPROVED BY: T. FITZGERALD, P.E.	STATE PROJECT NUMBER: BA-125	DATE: APRIL 2017
DRAWN BY: K. CANTU				SHEET 8 OF 13

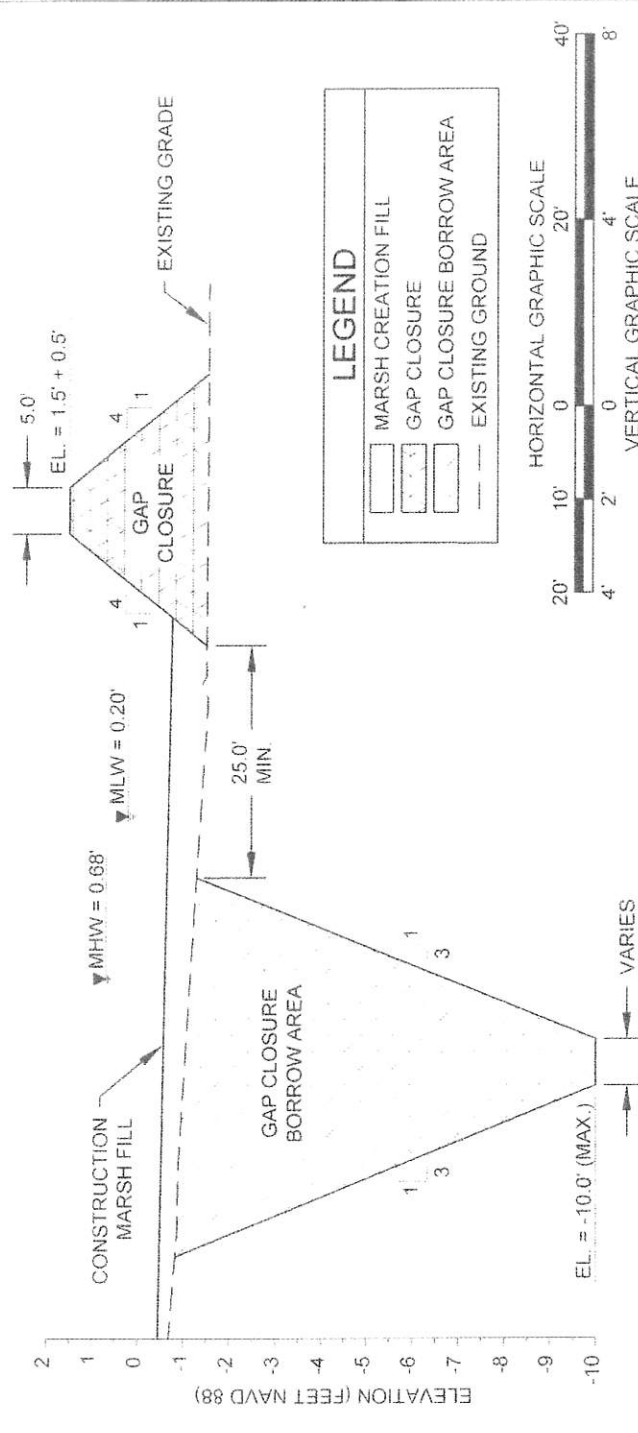


APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE LA 70506	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	EAST MARSH CREATION AREA TYPICAL SECTIONS
DESIGNED BY K CANTU	STATE PROJECT NUMBER: BA-125 FEDERAL PROJECT NUMBER: BA-125	DATE: APRIL 2017 SHEET 9 OF 13
<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802		
APPROVED BY T. FITZGERALD, P.E.		

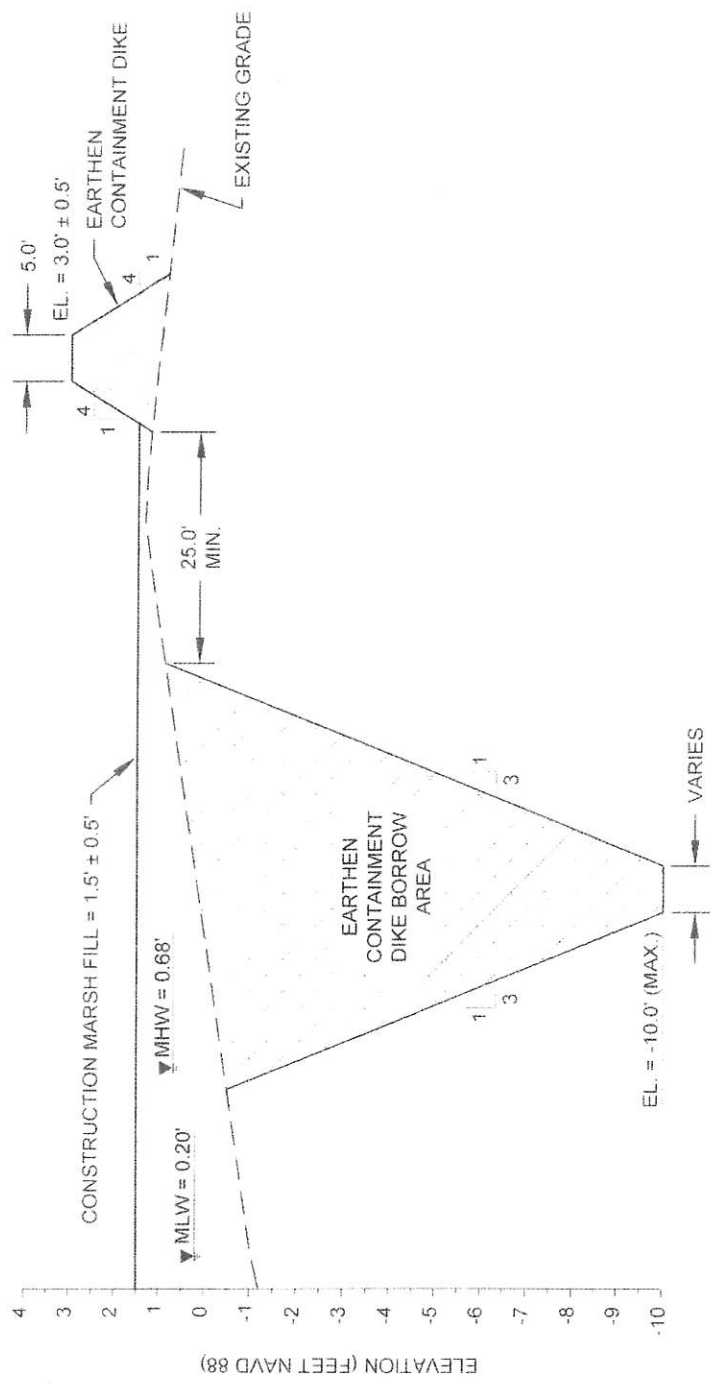
SP  
10 | 6  
WEST SHEET PILE  
DETAIL



GC  
10 | 7  
WEST GAP CLOSURE  
DETAIL

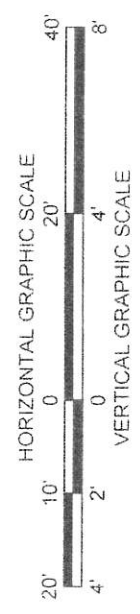


APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 546 CAJUNDOME BOULEVARD, SUITE 4600 LAFAYETTE, LA 70506	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	WEST MCA SHEET PILE & GAP CLOSURE DETAILS
DRAWN BY K CANTU	DESIGNED BY T. MCCLAIN E. I. APPROVED BY T. FITZGERALD P. E.	STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125	DATE / APRIL 2017 SHEET 10 OF 13

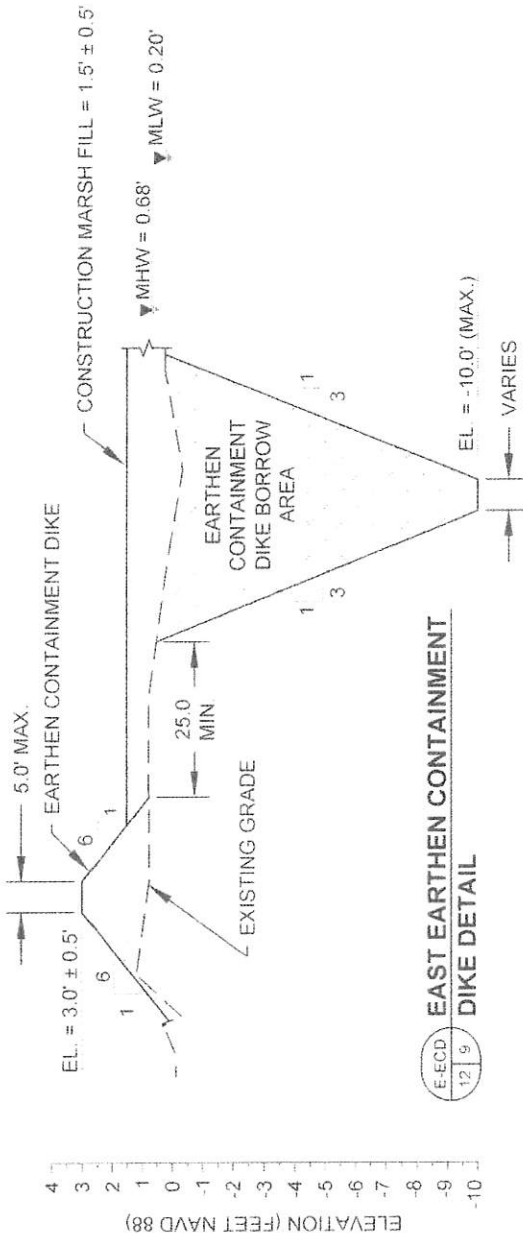



**SOUTHERN PERIMETER EARTHEN  
CONTAINMENT DIKE DETAIL**

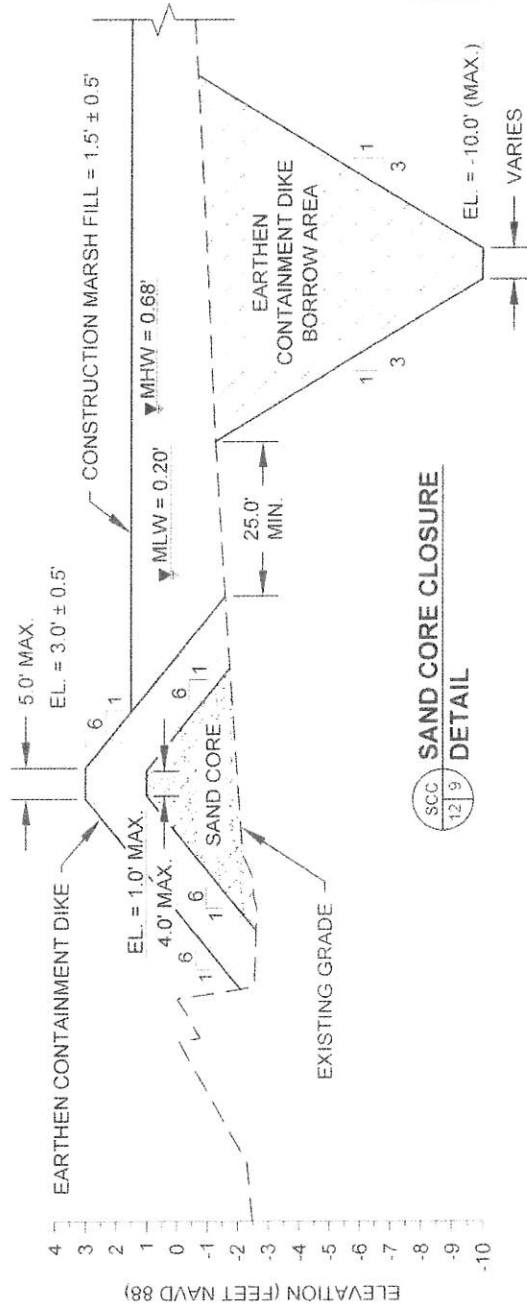
LEGEND	
	MARSH CREATION FILL
	EARTHEN CONTAINMENT DIKE
	EARTHEN CONTAINMENT DIKE BORROW AREA
	EXISTING GROUND



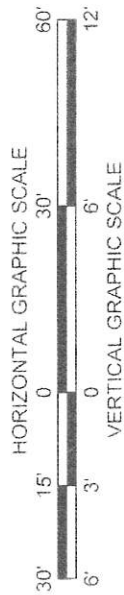
APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD SUITE 400 LAFAYETTE LA 70506	<b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b> 150 PERRIERE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	WEST MCA SOUTHERN PERIMETER CONTAINMENT DIKE DETAIL
		DESIGNED BY T. MCCLAIN, E.I. APPROVED BY T. FITZGERALD, P.E.	STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125



**E-ECD 12 | 9**  
**EAST EARTHEN CONTAINMENT DIKE DETAIL**



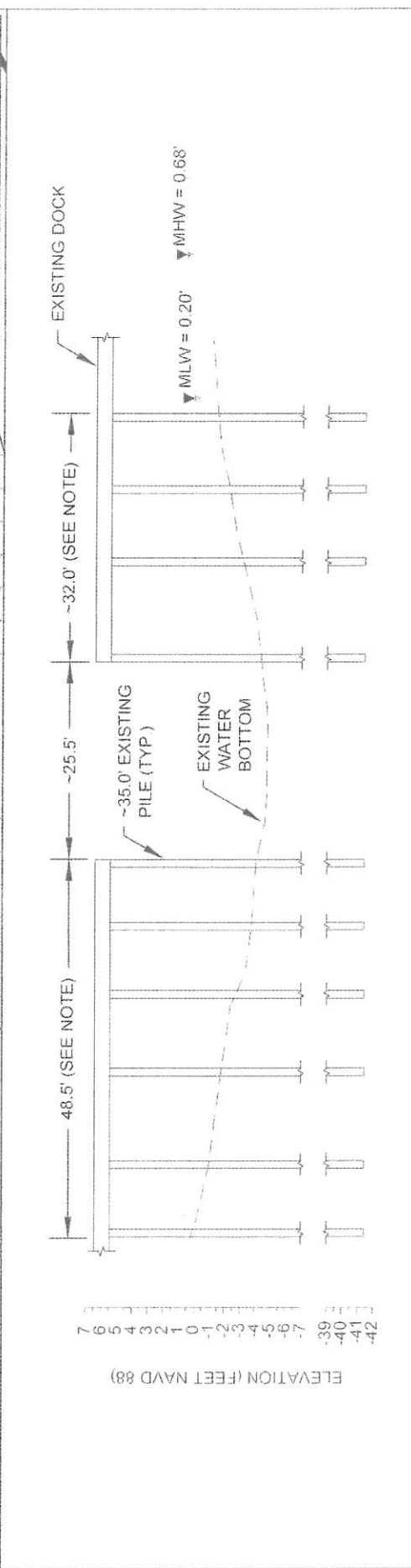
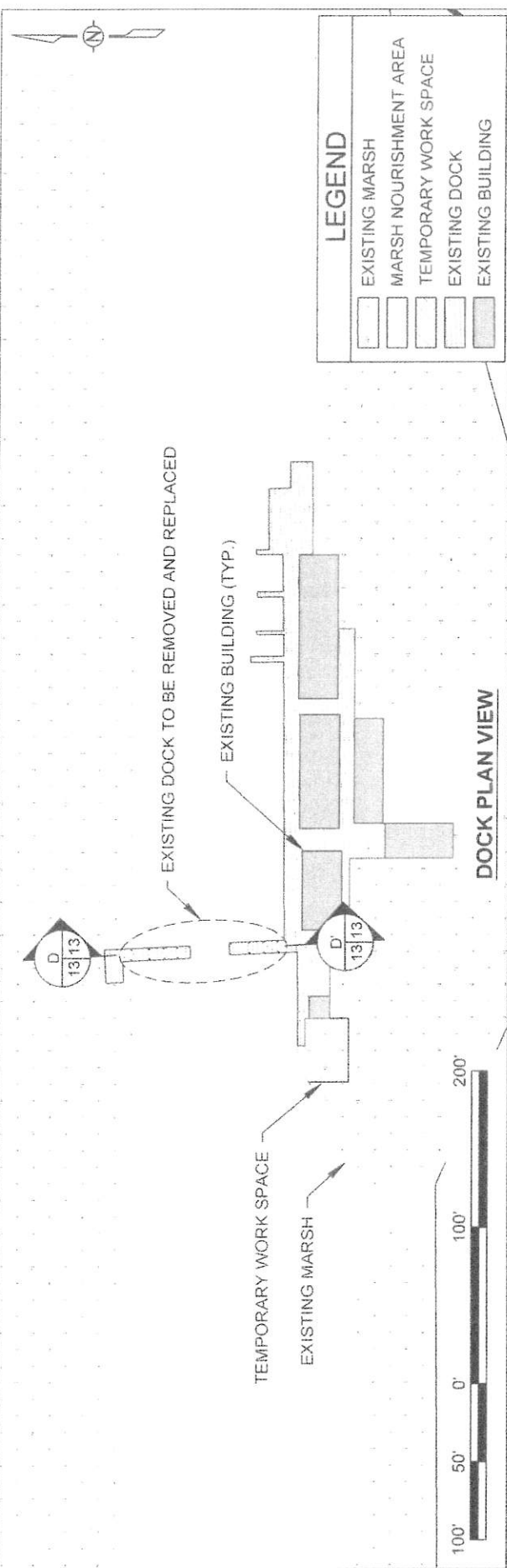
**SCC 12 | 9**  
**SAND CORE CLOSURE DETAIL**



NOTE:  
 THE SAND CORE MATERIAL IS TO BE HAULED IN FROM OFF-SITE.

LEGEND	
	MARSH CREATION FILL
	EARTHEN CONTAINMENT DIKE
	SAND CORE
	BORROW AREA
	EXISTING GROUND

APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 646 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE, LA 70506	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	EAST MCA CONTAINMENT DIKE & SAND CORE CLOSURE DETAILS
DRAWN BY: K. CANTU	DESIGNED BY: T. MCCLAIN, E.I.	STATE PROJECT NUMBER: BA-125 FEDERAL PROJECT NUMBER: BA-125	DATE: APRIL 2017 SHEET: 12 OF 13



NOTE:  
THE DOCK AND PILES WILL BE REMOVED TO ALLOW ACCESS AND BE REPLACED PRIOR TO DEMOBILIZATION

**DOCK SECTION**

HORIZONTAL GRAPHIC SCALE: 0, 10', 20', 40'

VERTICAL GRAPHIC SCALE: 0, 5', 10'

APPLICATION BY UNITED STATES FISH & WILDLIFE SERVICE 648 CAJUNDOME BOULEVARD, SUITE 400 LAFAYETTE, LA 70506	COASTAL PROTECTION AND RESTORATION AUTHORITY 150 TERRACE AVENUE BATON ROUGE, LOUISIANA 70802	NORTHWEST TURTLE BAY MARSH CREATION PROJECT	DOCK PLAN & SECTION VIEWS
DRAWN BY K CANTU	DESIGNED BY T. MCCLAIN, E.I. APPROVED BY T. FITZGERALD, P.E.	STATE PROJECT NUMBER BA-125 FEDERAL PROJECT NUMBER BA-125	DATE: APRIL 2017 SHEET 13 OF 13



1. Activities authorized under this general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single and complete project shall be treated together as constituting one single and complete project. All planned phases of multi-phased projects shall be treated together as constituting one single and complete project. This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.
2. No activity is authorized under this general permit which may adversely affect significant cultural resources listed or eligible for listing in the National Register of Historic Places until the requirements for Section 106 of the National Historic Preservation Act are met. Upon discovery of the presence of previously unknown historic and/or prehistoric cultural resources, all work must cease and the permittee must notify the State Historic Preservation Office and the Corps of Engineers. The authorization is suspended until it is determined whether or not the activity will have an adverse effect on cultural resources. The authorization may be reactivated or modified through specific conditions if necessary, if it is determined that the activity will have no adverse effect on cultural resources. The PGP authorization will be revoked if it is determined that cultural resources would be adversely affected, and an individual permit may be necessary.
3. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein. The permittee will, at his or her expense, install and maintain any safety lights, signals, and signs prescribed by the United States Coast Guard, through regulations or otherwise, on authorized facilities or on equipment used in performing work under the authorization.
4. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area, unless the activity's primary purpose is to block or impound water.
5. If the **authorized** activity involves the installation of aerial transmission lines, submerged cable, or submerged pipelines across navigable waters of the United States the following is applicable:

The National Ocean Service (NOS) has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Your notification of completion must include a drawing which certifies the location and configuration of the completed activity (a certified permit drawing may be used). Notification to NOS will be sent to the following address: National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282.

6. For pipelines under an anchorage or a designated fairway in the Gulf of Mexico the following is applicable: The NOS has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Within 30 days of completion of the pipeline, 'as built' drawings certified by a professional engineer registered in Louisiana or by a registered surveyor shall be furnished to this office, the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, and to the Director, National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282. The plans must include the location, configuration and actual burial depth of the completed pipeline project.
7. If the **authorized** project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the Eighth Coast Guard District so that a Notice to Mariners, if required, may be prepared. Notification with a copy of your permit approval and drawings should be mailed to the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, about 1 month before you plan to start work. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2107.
8. All activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (PL 92-500:86 Stat 816), or pursuant to applicable state and local laws.
9. Substantive changes to the Louisiana Coastal Resources Program may require immediate suspension and revocation of this permit in accordance with 33 CFR 325.7.
10. Irrespective of whether a project meets the other conditions of this permit, the Corps of Engineers retains discretionary authority to require an individual Department of the Army permit when circumstances of the proposal warrant this requirement.
11. Any individual authorization granted under this permit may be modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.
12. The Corps of Engineers may suspend, modify, or revoke this general permit if it is found in the public interest to do so.
13. Activities proposed for authorization under the PGP must comply with all other necessary federal, state, and/or local permits, licenses, or approvals. Failure to do so would result in a violation of the terms and conditions of PGP.

14. The permittee shall permit the District Commander or his authorized representative(s) or designee(s) to make periodic inspections of the project site(s) and disposal site(s) if different from the project site(s) at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

15. This general permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations nor does it obviate the requirements to obtain state or local assent required by law for the activity authorized herein.

16. In issuing authorizations under this permit, the federal government will rely upon information and data supplied by the applicant. If, subsequent to the issuance of an authorization, such information and data prove to be false, incomplete, or inaccurate, the authorization may be modified, suspended, or revoked, in whole or in part.

17. For activities resulting in sewage generation at the project site, such sewage shall be processed through a municipal sewage treatment system or, in areas where tie-in to a municipal system is not practical, the on-site sewerage system must be approved by the local parish sanitarian before construction.

18. Any modification, suspension, or revocation of the PGP, or any individual authorization granted under this permit, will not be the basis for any claim for damages against the United States.

19. Additional conditions deemed necessary to protect the public interest may be added to the general permit by the District Commander at any time. If additional conditions are added, the public will be advised by public notice. Individual authorizations under the PGP may include special conditions deemed necessary to ensure minimal impact and compliance with the PGP.

20. The PGP is subject to periodic formal review by MVN and OCM in coordination with the Environmental Protection Agency, US Fish and Wildlife Service, the National Marine Fisheries Service, and the Louisiana Department of Wildlife and Fisheries. Comments from reviewing agencies will be considered in determination as to whether modifications to the general permit are needed. Should the District Commander make a determination not to incorporate a change proposed by a reviewing agency, after normal negotiations between the respective agencies, the District Commander will explain in writing to the reviewing agency the basis and rationale for his decision.

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

22. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

23. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party as described in Special Condition 25 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

24. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

25. If you sell the property associated with this permit, you must provide this office with a copy of the permit and a letter noting your agreement to transfer the permit to the new owner and the new owner's agreement to accept the permit and abide by all conditions of the permit. This letter must be signed by both parties.

26. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. Your project involves dredging and/or placement of fill; therefore, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your proposed activities with local floodplain ordinances, regulations or permits.

27. In issuing authorizations under this permit, the federal government does not assume any liability for: damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit, and; design or construction deficiencies associated with the permitted work.

## STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES

During in-water work in areas that potentially support manatees, all personnel associated with the project shall be instructed and aware of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with, and injury to, manatee. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. Additionally, personnel shall be instructed not to attempt to feed or otherwise interact with the animal.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). To minimize potential impacts to manatees in areas of their potential presence, the permittee shall insure the following are adhered to:

- All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).
- If a manatee(s) is sighted in or near the project area, all vessels associated with the project shall operate at "no wake/idle" speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels shall follow routes of deep water whenever possible.
- If used, siltation or turbidity barriers shall be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.
- Temporary signs concerning manatees shall be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8½" X 11" reading language similar to the following: "CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8½" X 11" shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall read language similar to the following: "CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION".
- Collisions with, injury to, or sightings of manatees shall be immediately reported to the U.S. Fish and Wildlife Service's, Louisiana Ecological Services Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.



**LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES**

**FILL MATERIALS LICENSE**

**LICENSE NUMBER: WLF201823**

*In consideration of a royalty paid to the Department by the applicant, this license solely for the removal of fill material from water bottoms of the State of Louisiana, is issued to:*

**Licensee:**

Coastal Protection Restoration Authority (CPRA)  
P.O. Box 44027  
Baton Rouge, LA 70804

**Location:**

**Turtle Bay/ Little Lake**

**City/Town:**

**Lafitte**

**Latitude:**

**29° 33' 51.860"**

**Nickname:**

**BA-125**

**License Class and Rate:**

**Class D- Beneficial Use, Exempt of Royalties**

**Corps Permit Number:**

**MVN-2012-02615-EPP**

**Volume:**

**4,668,831 cubic yards**

**Project Description: Creation of 806 acres of marsh and nourish an additional 765 acres of marsh.**

**Parish:**

**Jefferson**

**Longitude:**

**-90° 7' 3.970"**

**CUP Number:**

**C20120344 Modification 4**

**Initiate: May 1, 2018**

**Expiration: December 31, 2018**

*In the event that licensee reaches the amount applied for prior the December 31, 2018, the license will **expire** at that time.*

**The use of the fill material authorized for removal by this license is subject to the following restrictions:**

- 1. The Department of Wildlife and Fisheries shall be notified prior to removal of the material and again be notified upon completion of the project.**
- 2. All provisions of the Fill Material License shall be adhered to.**
- 3. This Certificate shall be posted in a conspicuous place at the project site during the activities authorized.**

\_\_\_\_\_  
Randell S. Myers, Assistant Secretary



**State of Louisiana**  
**DEPARTMENT OF NATURAL RESOURCES**  
**OFFICE OF COASTAL MANAGEMENT**

June 19, 2017

Justin Merrifield, Agent for U. S. Fish and Wildlife Service  
Louisiana Coastal Protection and Restoration Authority  
P.O. Box 44027  
Baton Rouge, Louisiana 70804  
Via email: [justin.merrifield@la.gov](mailto:justin.merrifield@la.gov)

RE: **C20120344 mod 04**, Coastal Zone Consistency  
**U. S. Fish and Wildlife Service**  
Direct Federal Action  
Northwest Turtle Bay Marsh Creation Project (CWPPRA BA-125)  
**Jefferson Parish, Louisiana**

Dear Mr. Merrifield:

The above referenced modification has been reviewed for consistency with the Louisiana Coastal Resources Program in accordance with Section 307 (c) of the Coastal Zone Management Act of 1972, as amended. The modification, as proposed in this application, is consistent with the LCRP.

If you have any questions concerning this determination, please contact Carol Crapanzano of the Consistency Section at [carol.crapanzano@la.gov](mailto:carol.crapanzano@la.gov).

Sincerely yours,

**/S/ Don Haydel**  
Acting Administrator  
Interagency Affairs/Field Services Division

DH/SK

cc: Michael Farabee, COE-NOD  
Jason Smith, Jefferson Parish  
Frank Cole FI OCM

**APPENDIX G: SECONDARY SURVEY MONUMENT DATA SHEET**





**VICINITY MAP** Not to Scale

Reproduced from 2010 DOQQ Aerial Photography

**Station Name: "BA27-SM-01R"**

**Monument Location:** Located at Little Temple Oil & Gas Field, approximately 10 easterly of Cutoff, Louisiana. From LA Highway 308 at Cutoff, Louisiana, proceed east on east 36<sup>th</sup> Street for approximately 5 miles and follow the signs for North Dock. Once at the boat landing, by boat, proceed approximately 5.5 miles easterly across Little Lake to the mouth of Bayou Perot. Continue easterly and northerly through Bayou Perot to an oilfield canal heading west. Turn left and proceed westerly in the oilfield canal to a bend south and the monument on the south spoil bank of the canal.

**Monument Description:** NGS style floating sleeve monument; datum point set on 9/16" stainless steel sectional rods driven 72 feet to refusal, set in sand filled 6" PVC pipe with access cover set in concrete, set with the ground.

**Stamping:** BA27-SM-01R

**Installation Date:** 2008 **Date of Survey:** January 2013

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

**Monument Re-adjusted By:** T. Baker Smith, LLC (2013)

**For:** *Natural Resources Conservation Service*

**Adjusted NAD 83 (2011) Geodetic Position**

Lat. 29° 34' 23.46" N

Long. 90° 10' 02.90" W

**Adjusted NAD 83 Datum LSZ (1702) Feet**

N= 392,242.409

E= 3,651,413.489

**Adjusted NAVD88 Height**

Elevation = 1.444 feet (0.440 mtrs.) (Geoid12A)

Ellipsoid Height = -24.501 mtrs.

Geoid12A Height = -24.941 mtrs.

**FOR REFERENCE ONLY**

Adjusted NAVD88 Height (2006.81) (Geoid03)

Elevation = 1.40 feet (0.427 mtrs)

Ellipsoid Height = -24.536 mtrs.

Geoid03 Height = -24.963 mtrs. (2004.65)

*Adjusted Position Established for Natural Resources Conservation Service, NRCS*





**VICINITY MAP** Not to Scale

Reproduced from 2010 DOQQ Aerial Photography

**Station Name: "BA27-SM-02"**

**Monument Location:** Located near Little Lake Oil & Gas Field, approximately 12 easterly of Cutoff, Louisiana. From LA Highway 308 at Cutoff, Louisiana, proceed east on east 36<sup>th</sup> Street for approximately 5 miles and follow the signs for North Dock. Once at the boat landing, by boat, proceed approximately 7.5 miles easterly across Little Lake to the mouth of Bayou Perot. Proceed northeasterly in Bayou Perot for about 1 mile, then in Bayou Rigolettes for about 1 mile to Harvey Canal to the south. Proceed south in Harvey Canal to a canal heading east and the monument set approximately 300' east at east bank Harvey Cutoff and Approximately 350' west of camp with black tar paper, set 25' back from the top bank of the canal.

**Monument Description:** NGS style floating sleeve monument; datum point set on 9/16" stainless steel sectional rods driven 56 feet to refusal, set in sand filled 6" PVC pipe with access cover set in concrete, flush with ground.

**Stamping:** BA27-SM-02

**Installation Date:** December 2002 **Date of Survey:** January 2013

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

**Monument Re-adjusted By:** T. Baker Smith, LLC (2013)

**For:** *Natural Resources Conservation Service*

**Adjusted NAD 83 (2011) Geodetic Position**

Lat. 29° 34' 04.46" N

Long. 90° 08' 01.02" W

**Adjusted NAD 83 Datum LSZ (1702) Feet**

N= 390,435.117

E= 3,662,195.773

**Adjusted NAVD88 Height**

Elevation = 0.828 feet (0.252 mtrs.) (Geoid 12A)

Ellipsoid Height = -24.659 mtrs.

Geoid12A Height = -24.911 mtrs.



**FOR REFERENCE ONLY**

Adjusted NAVD88 Height (2006.81) (Geoid03)

Elevation = 0.75 feet (0.229 mtrs)

Ellipsoid Height = -24.693 mtrs.

Geoid03 Height = -24.922 mtrs. (2004.65)

*Adjusted Position Established for Natural Resources Conservation Service, NRCS*

## **APPENDIX H: GEOTECHNICAL REPORT**

Paste the following link into web browser:

<ftp://ftp.coastal.la.gov/BA-125%20NW%20Turtle%20Bay/Bid%20Package%20Appendicies%20H,%20I,%20&%20M/Appendix%20H%20Geotechnical%20Report/>

## **APPENDIX I: SURVEY REPORT**

Paste the following link into web browser:

<ftp://ftp.coastal.la.gov/BA-125%20NW%20Turtle%20Bay/Bid%20Package%20Appendicies%20H,%20I,%20&%20M/Appendix%20I%20Design%20Survey%20Report/>

**APPENDIX J: HYDRAULIC DREDGE DATA SHEET**

## HYDRAULIC DREDGE DATA SHEET

### NORTHWEST TURTLE BAY MARSH CREATION PROJECT (BA-0125)

The Contractor shall submit the following Dredge Data Sheet in the Work Plan for each dredge that is proposed to be utilized to perform the Work. The Dredge Data Sheet shall only be utilized for informational purposes. The submitted information is pertinent to the evaluation of the proposed dredges and their capability to perform the Work. The Contractor shall only omit data or information considered to be proprietary. The Dredge Data Sheet shall constitute a certification that the proposed equipment is available to and under control of the Contractor during the Work.

Name of dredge	
Type	
Manufacturer and manufacture date	
Rebuild date and type	
Current location	

Owner/Lease (specify) name	
Contact person	
Contact address	
Contact phone number	

Maximum draft (ft)	
Minimum operating depth (ft)	
Loaded freeboard (ft)	
Maximum dredge depth (ft)	
Minimum dredge depth (ft)	
Maximum effective dredge swing (Degrees)	
Length of dredge spuds (ft)	
Length of dredge hull (ft)	
Beam of dredge hull (ft)	
Length of dredge ladder (ft)	
Inside diameter of suction inlet (in)	
Inside diameter of pump discharge (in)	
Diameter of pump impeller eye (in)	
Outside diameter of pump impeller (in)	
Suction lift or elevation of main dredge pump relative to the water surface level (ft)	
Brake horsepower and corresponding engine RPMs applied to pump impeller at rated drive of the prime mover during dredging operations	
Brake horsepower applied to cutter head during dredging operations	
Pump engine horsepower and RPMs	
Minimum channel width in which dredge can successfully operate and turn 180 degrees	
Type of production rate monitoring equipment	

Expected production rate for beach and dune fill (CY/Day)	<b>NA</b>
Expected production rate for marsh fill (CY/Day)	

Booster pump name and horsepower	
Booster pump name and horsepower	
Booster pump name and horsepower	

**APPENDIX K: EQUIPMENT DATA SHEET**

## EQUIPMENT DATA SHEET

### NORTHWEST TURTLE BAY MARSH CREATION PROJECT (BA-0125)

The Contractor shall submit the following Equipment Data Sheet in the Work Plan for each piece of heavy construction equipment (I.E., barge, track hoe, dozer, pile hammer, etc.) that is proposed to be utilized to perform the Work. The Equipment Data Sheet shall only be utilized for informational purposes. The submitted information is pertinent to the evaluation of the proposed equipment and their capability to perform the Work. The Contractor shall only omit data or information considered to be proprietary. The Equipment Data Sheet shall constitute a certification that the proposed equipment is available to and under control of the Contractor during the Work.

Type of Equipment	
Manufacturer and Manufacture Date	
Condition	
Current Location	
Description of Use on Project	

Owner/Lease (specify) Name	
Contact person	
Contact address	
Contact phone number	

Expected Production Rate (Daily or Hourly)	
Weight (tons)	
Dimensions (ft)	
Method of Mobilization and Demobilization	



**APPENDIX L: DAILY PROGRESS REPORT FORM**

**DAILY CONTRACTOR QUALITY CONTROL REPORT**

Date: \_\_\_\_\_ Report No. \_\_\_\_\_ By: \_\_\_\_\_

(Contractor)

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

**PROJECT:** Northwest Turtle Bay Marsh Creation Project (BA-0125)

**WEATHER:** (Clear) (P. Cloudy) (Cloudy) (Fog): \_\_\_\_\_

**TEMPERATURE:**

Min. \_\_\_\_\_ Max. \_\_\_\_\_

Wind Speed: \_\_\_\_\_ mph

Direction: \_\_\_\_\_

Wave Height at:

Borrow Site: \_\_\_\_\_ feet

Fill Area: \_\_\_\_\_ feet

Wave Direction: \_\_\_\_\_

Location of discharge: East Marsh Creation Area Station \_\_\_\_\_

West Marsh Creation Area Station \_\_\_\_\_

Dredging operations complete to: East Marsh Creation Area Station \_\_\_\_\_

West Marsh Creation Area Station \_\_\_\_\_

Contractor/SubContractor and area of responsibility:

1. Work Performed Today: (Indicate location and description of work performed. Provide containment dike or marsh fill advance over last 24 hours. Attach dredge position printouts and plot to this report.)
  
2. Results of Surveillance: (Include satisfactory work completed or deficiencies with action to be taken.)
  
3. Status of Aids to Navigation: Were all navigation aids and submerged pipeline buoys checked today (Yes/No)? \_\_\_\_\_  
 Did any navigation aids and/or buoys require resetting (Yes/No)? \_\_\_\_\_

4. Water Quality Monitoring: Was water quality monitoring conducted today? Yes/No  
If so, was the water quality in compliance with Permit No. MVN-2012-00130-WPP and the results provided to the Engineer? Yes/No
  
5. Verbal Instructions Received: (List any instructions given by the STATE, construction deficiencies, retesting required, etc., with action to be taken.)
  
6. Remarks: (Cover delays and any conflicts in Plans, specifications or instructions.)
  
7. Safety Inspection: (Report violations noted; corrective instructions given; and corrective actions taken.)
  
8. Equipment Data: (Indicate items of construction equipment other than hand tools at job site and whether or not used and if operable.)
  
9. Dredge Status: (Is the dredge working, not operating due to weather/sea state, or is it under repair?)
  
10. Avoidance of Overdredging: Do you certify that the dredge has excavated within the limits of the borrow areas, as shown in the Plans (Yes/No)? \_\_\_\_\_. Also, do you certify that the borrow area has not been excavated below the limit as shown in the Plans (Yes/No)? \_\_\_\_\_

11. Notifications to the Engineer

<b>Notifications to the Engineer</b>	
Preconstruction Survey Start - Complete:	-
As-built Survey Start - Complete:	-
Permit Violation:	
Endangered Species / Cultural Resource:	
Louisiana One-Call:	
Landowner/Utility Contacted:	
Process Survey Start - Complete:	-
Notice to Mariners:	
Recordable Injury / Spill:	
Dike Failure / Breach:	No / Yes    Sta:
Settlement Plate Damaged/Repaired:	No (s):
Grade Stake Damaged/Repaired:	No (s):

12. Progress Summary:

<b>East Marsh Creation Area</b>	
Dike Constructed Today:	Sta Start:
	Sta End:
Dikes Gapped Today:	Sta Start - End:                    -
Volume of Material Dredged Today:	CY
Dewatering Structure:	Installed (Closed or Open) / Removed
Grade Stakes:	No(s) Installed / Removed:
Settlement Plates:	No(s) Installed:

<b>West Marsh Creation Area</b>	
Dike Constructed Today:	Sta Start:
	Sta End:
Dikes Gapped Today:	Sta Start - End:                    -
Gap Closure Constructed Today	GC#:
	Sta Start - End:                    -
Gap Closure Gapped Today:	Sta Start - End:                    -
Sheet Pile Closure:	Sta Start – End:
Volume of Material Dredged Today:	CY
Grade Stakes:	No(s) Installed / Removed:
Settlement Plates:	No(s) Installed:

<b>Dredge Pipe</b>			
Borrow Area Trunk: Installed/Removed	Sta Start - End:	- /	LF
East MCA: Installed/Removed	Sta Start - End:	- /	LF
West MCA: Installed/Removed	Sta Start - End:	- /	LF
East MCA Protective Measures:	Installed / Removed / Condition:		
West MCA Protective Measures:	Installed / Removed / Condition:		

<b>Borrow Area</b>	
Quantity Dredged Today / To Date:	CY / CY
Depth Dredged:	ft NAVD88
Dredge Advance Schematic Attached:	Yes / No
Estimated Percent Solids:	%
Average Concentration of Slurry:	
Average Dredge Production Rate:	CY/HR
Maximum Dredge Production Rate:	CY/HR
Dredge Operational Time:	Hrs
Dredge Downtime:	Hrs

Explanation of Downtime:

<b>East Access Channel</b>			
Access Dredged Today:	Sta Start - End:	- /	LF
Access Dredged To Date:	Sta Start - End:	- /	LF
Depth Dredged:	ft NAVD88		
Dredging Estimated Percent Complete:	%		
Backfilled Today:	Sta Start - End:	- /	LF
Backfilled To Date:	Sta Start - End:	- /	LF
Backfill Estimated Percent Complete:	%		
Dredge Advance Schematic Attached:	Yes / No		
Dredge Operational Time:	Hrs		
Dredge Downtime:	Hrs		

<b>West Access Channel</b>	
Access Dredged Today:	Sta Start - End: - / LF
Access Dredged To Date:	Sta Start - End: - / LF
Depth Dredged:	ft NAVD88
Dredging Estimated Percent Complete:	%
Backfilled Today:	Sta Start - End: - / LF
Backfilled To Date:	Sta Start - End: - / LF
Backfill Estimated Percent Complete:	%
Dredge Advance Schematic Attached:	Yes / No
Dredge Operational Time:	Hrs
Dredge Downtime:	Hrs

Explanation of Downtime:

<b>Active Field Orders / Change Orders / Claims / Requests for Information / Payment Requests / &amp; Acceptance Requests</b>		
FO / CO / Claim / RFI / PR / AR	No.:	Status:
FO / CO / Claim / RFI / PR / AR	No.:	Status:
FO / CO / Claim / RFI / PR / AR	No.:	Status:

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

\_\_\_\_\_  
Contractor's Approved Authorized Representative

Note: This form must include continuous plots of the hydraulic dredge locations and cut depths in addition to daily grade stake readings.

## **APPENDIX M: CONSTRUCTION SURVEY POINTS**

Paste the following link into web browser:

<ftp://ftp.coastal.la.gov/BA-125%20NW%20Turtle%20Bay/Bid%20Package%20Appendicies%20H,%20I,%20&%20M/Appendix%20M%20Construction%20Survey%20Points/>

Disclaimer:

Please note that the AutoCAD version of the project drawings are for reference only. The sealed plans and specifications are to be considered the official project documents. In the event of any discrepancy that may arise between the AutoCAD file and the sealed plans and specifications, the sealed plans and specifications will take priority.

**APPENDIX N: DAVIS-BACON ACT**



General Decision Number: LA160006 02/12/2016 LA6

Superseded General Decision Number: LA20150006

State: Louisiana

Construction Type: Heavy

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

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

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

ELEC0130-007 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 29.85	10.53

---

ELEC0194-006 09/07/2015

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

Rates	Fringes
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ELECTRICIAN

Lineman and Heavy

Equipment Operator.....\$ 26.55 10.35

-----  
ELEC0446-004 09/01/2015

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON,  
MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

Rates Fringes

ELECTRICIAN.....\$ 23.13 1%+10.35

-----  
ELEC0576-002 09/01/2015

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE,  
NATCHITOCHEs (Southwest of Red River), SABINE, VERNON, AND WINN  
PARISHES

Rates Fringes

ELECTRICIAN.....\$ 24.60 4.25%+6.25

-----  
ELEC0861-004 01/01/2016

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY  
(Southwest of Atchafalaya River), AND VERMILION PARISHES

Rates Fringes

ELECTRICIAN.....\$ 26.75 11.81

-----  
\* ELEC0995-002 12/01/2015

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST  
FELICIANA PARISHES

Rates Fringes

ELECTRICIAN.....\$ 24.24 9.97

-----  
ELEC1077-005 06/01/2014

TANGIPAHOA and WASHINGTON PARISHES

Rates Fringes

ELECTRICIAN.....\$ 22.80 7.50

-----  
SULA2004-008 05/19/2004

Rates Fringes

CARPENTER (including formsetting/formbuilding).....	\$ 14.75	0.00
Laborers:		
Common.....	\$ 7.60	0.00
Pipelayer.....	\$ 8.47	0.00
PIPEFITTER (excluding pipelaying).....	\$ 18.75	4.05
Power equipment operators:		
Backhoe/Excavator.....	\$ 11.67	0.00
Boring Machine.....	\$ 10.25	0.00
Bulldozer.....	\$ 11.82	0.00
Crane.....	\$ 13.60	0.00
Dragline.....	\$ 13.12	0.00
Front End Loader.....	\$ 9.93	0.00
Mechanic.....	\$ 12.50	0.00
Trackhoe.....	\$ 11.99	0.00
Tractor.....	\$ 10.43	0.00
Water Well Driller.....	\$ 10.73	2.01
Truck drivers:		
Dump.....	\$ 10.00	0.00
Water.....	\$ 8.00	0.00

-----

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

=====

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.

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

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

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

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

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

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

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

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

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

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

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

=====  
END OF GENERAL DECISION

General Decision Number: LA160011 01/08/2016 LA11

Superseded General Decision Number: LA20150011

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

Modification Number	Publication Date
0	01/08/2016

\* SULA1994-001 04/01/1994

	Rates	Fringes
Derrick Operator.....	\$ 7.25	
Dozer Operator.....	\$ 7.25	
Dredge 16" and Over		
Deckhand.....	\$ 7.25	
Dredge tender operator.....	\$ 7.25	
Fireman.....	\$ 7.25	
First assistant engineer....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Second assistant engineer...	\$ 7.25	
Shoreman.....	\$ 7.25	
Third assistant engineer....	\$ 7.25	
Truck driver.....	\$ 7.25	
Welder.....	\$ 7.25	
Dredge Under 16"		
Deckhand.....	\$ 7.25	
Dredge tender operator.....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Welder.....	\$ 7.25	

Hydraulic Dredging		
First cook.....	\$ 7.25	
Handyman.....	\$ 7.25	
Janitor, cabin person.....	\$ 7.25	
Second cook.....	\$ 7.25	
Marsh Buggy Dragline, Oiler.....	\$ 7.25	
Marsh Buggy Dragline, Operator....	\$ 7.25	
Self-Propelled Hopper Dredge, Drag Tender.....	\$ 9.70	3.45+a

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

---

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

---

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

---

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

#### Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on



- a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**APPENDIX O: SUBCONTRACTOR REPORT**

