

Whiskey Island Back Barrier Vegetative Planting Project (TE-50) Project Completion Report



September 2010

Prepared By:



OFFICE OF
**Coastal Protection
and Restoration**

PROJECT COMPLETION REPORT

Project Name: Whiskey Island Back Barrier Vegetative Plantings Project

CWPPRA/State Project No: TE-50

Report Date: September 2010

By: Shane Faust

1. **Project Managers/Contracting Officers:**

OCPR Project Manager.....Brad Miller.....(225) 342-4122
OCPR Construction Manager.....Shane Faust.....(225) 342-4106
Federal Sponsor, EPA.....Brad Crawford.....(214) 665-7255

2. **Location and Description of Project as Approved for Construction:**

Whiskey Island, one of five islands that make up the Isles Dernieres barrier island chain, is located 18 miles southwest of Cocodrie in Terrebonne Parish, Louisiana. The island is surrounded by Coupe Colin to the west, Whiskey Pass to the east, Lake Pelto, Callou Boca, and Calliou Bay to the north, and the Gulf of Mexico to the south.

The work site is accessible only by boat or air. The nearest boat launches are located near Cocodrie, LA.

This project planted approximately 97,800 species of native coastal plants on the newly created sand dune and back barrier marsh. Those species included, 50,000 Smooth Cordgrass (*Spartina alterniflora*), 15,600 Bitter Panicum (*Panicum amarum*), 8,000 Seacoast Bluestem (*Schizachyrium maritimum*), 8,200 Seashore Dropseed (*Sporobolus virginicus*), 8,200 Marshhay Grass (*Spartina patens*), and 7,800 Sea Oats (*Uniola paniculata*). See attached as-built drawings for location of each species.

3. **Construction Oversight:**

Planting Contractor	Erosion Control Services, LLC.
Planting Inspector	Morris P. Hebert, Inc.
Total Construction Contract Cost:	\$363,000.00
Construction Oversight: MPH, Inc.	\$14,651.39

4. **Construction Activities and Problems:**

- Planting started on April 30, 2010 and continued for three weeks without problems or concerns.
- On May 24, 2010, Coast Guard officials refused to allow access to Whiskey Island because of the BP oil spill that happened on August 20, 2010. The island was boomed off and access restricted.
- We were granted emergency access the week of June 14, 2010 and completed the planting by that Friday, June 18, 2010.

5. **Change Orders:**

- Change Order 01 – Time extension of thirty days to contract. Contractor could not get to the island because of the BP oil spill which caused access restrictions at the site.
- Change Order 02 - Substitution of plant species. Mangroves were unavailable to the contractor due to unseasonably cold weather.
- Change Order 03 – Increase to contract price. Due to the British Petroleum oil spill, the project was delayed over a week because of access restrictions to the island.

6. **Significant Construction Dates:**

Bid Opening.....August 4, 2009
Contract Award.....September 22, 2010
Notice to Proceed.....October 22, 2009
Nursery Inspection.....March 23, 2010
Site Visit for Planting Layout.....April 28, 2010
Planting Started.....April 30, 2010
Final InspectionJune 18, 2010

Signed:



Shane Faust – Engineer Technician
Office of Coastal Protection & Restoration

**BID PACKAGE
FOR**

**WHISKEY ISLAND BACK BARRIER
VEGETATIVE PLANTINGS PROJECT
(TE-50)**

TERREBONNE PARISH, LOUISIANA



**Coastal Protection and
Restoration Authority of Louisiana**



**LOUISIANA
OFFICE OF COASTAL PROTECTION AND RESTORATION
ENGINEERING AND OPERATIONS BRANCH**

MAY 2009

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
SCHEDULE OF BID ITEMS		3
PART I	GENERAL PROVISIONS	5
GP-1	DEFINITION OF TERMS	5
GP-2	BID REQUIREMENTS	8
GP-3	AVAILABILITY OF PLANS AND SPECIFICATIONS	8
GP-4	LAWS, REGULATIONS, STANDARDS, SPECIFICATIONS, AND CODES	9
GP-5	PRE-BID CONFERENCE AND SITE VISIT	9
GP-6	NOTICE OF AWARD	9
GP-7	NOTICE TO PROCEED AND CONTRACT TIME	9
GP-8	WORK PLAN	10
GP-9	PROGRESS SCHEDULE	10
GP-10	DAILY PROGRESS REPORTS	11
GP-11	HURRICANE AND SEVERE STORM PLAN	12
GP-12	HEALTH AND SAFETY PLAN AND INSPECTIONS	12
GP-13	PROGRESS MEETINGS AND REPORTS	13
GP-14	PRE-CONSTRUCTION CONFERENCE.....	13
GP-15	CONTRACT INTENT	13
GP-16	ENGINEER AND AUTHORITY OF ENGINEER	13
GP-17	CONFORMITY WITH PLANS AND SPECIFICATIONS.....	14
GP-18	CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS	14
GP-19	SUBCONTRACTS.....	14
GP-20	WORKERS, METHODS, AND EQUIPMENT.....	14
GP-21	ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING	15
GP-22	PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC.....	15
GP-23	PROTECTION OF THE WORK, MATERIALS, AND EQUIPMENT	16
GP-24	LAND RIGHTS.....	16
GP-25	UTILITIES	16
GP-26	PERMITS	16
GP-27	PROJECT SITE CLEAN-UP	17
GP-28	OWNER INSPECTION	17
GP-29	DUTIES OF INSPECTOR.....	17
GP-30	CONSTRUCTION STAKES, LINES, AND GRADES.....	17
GP-31	CONTRACTOR'S RESPONSIBILITY FOR WORK	18
GP-32	CONTROL OF SILTATION AND WATER POLLUTION	18
GP-33	SANITARY PROVISION.....	18
GP-34	PAYMENT OF TAXES.....	18
GP-35	RADIO AND TELEPHONES.....	18
GP-36	NAVIGATION.....	18
GP-37	OBSTRUCTION TO NAVIGATION.....	18
GP-38	MARINE VESSELS AND MARINE ACTIVITIES	19
GP-39	RECORD KEEPING	19
GP-40	CERTIFICATES OF COMPLIANCE	19
GP-41	SUBMITTALS	19
GP-42	MODIFICATIONS TO THE WORK	20
GP-43	INCREASE IN CONTRACT PRICE.....	20
GP-44	EXTENSION OF CONTRACT TIME	20
GP-45	DEFAULT AND TERMINATION OF CONTRACT	20
GP-46	TEMPORARY SUSPENSION OF WORK	21
GP-47	NON-CONFORMING AND UNAUTHORIZED WORK	21
GP-48	CONTRACTOR'S RIGHT TO TERMINATE CONTRACT.....	21

GP-49	BREACH OF CONTRACT	22
GP-50	NO WAIVER OF LEGAL RIGHTS	22
GP-51	LIABILITY FOR DAMAGES AND INJURIES	22
GP-52	LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT	22
GP-53	FINAL INSPECTION AND ACCEPTANCE	22
GP-54	AS-BUILT DRAWINGS	23
GP-55	COMPLETION OF CONTRACT	23
GP-56	CONTRACTOR'S GUARANTEE	23
PART II	SPECIAL PROVISIONS.....	25
SP-1	LOCATION OF WORK	25
SP-2	WORK TO BE DONE	25
SP-3	BID ITEMS, CONTRACT DATES, and deliverables	26
SP-4	ADDRESSES FOR DOCUMENT DELIVERY	26
SP-5	PROTECTION OF WORK	27
SP-6	PROJECT SCHEDULING	27
SP-7	FAILURE TO COMPLETE ON TIME	27
SP-8	CLEAN-up	27
SP-9	CONTROL OF SILTATION AND WATER POLLUTION	27
SP-10	SAFETY AND PROTECTION.....	27
SP-11	SANITARY CONDITIONS.....	28
SP-12	COMMENCEMENT, EXECUTION AND COMPLETION.....	28
SP-13	TRANSPORTATION	28
SP-14	SITE ACCESS	28
SP-15	FUNDS WITHHELD.....	29
PART III	TECHNICAL SPECIFICATIONS.....	30
TS-1	GENERAL REQUIREMENTS.....	30
TS-2	MOBILIZATION AND DEMOBILIZATION	31
TS-3	PLANT MATERIAL REQUIREMENTS	31
TS-4	PLANT TYPE	33
TS-5	5 PLANT SIZE.....	38
TS-6	PLANT INSTALLATION	39
TS-7	PLANTING LAYOUT	39
TS-8	DELIVERABLES	39
APPENDIX A: INTERPRETATION OR CLARIFICATION BY ENGINEER FORM.....		42
APPENDIX B: GOVERNMENT PERMITS		44
APPENDIX C: DIRECTIONS TO BOAT LAUNCH		46

SCHEDULE OF BID ITEMS

WHISKEY ISLAND BACK BARRIER VEGETATIVE PLANTINGS (TE-50)

Mail To:
 Office of State Purchasing
 Division of Administration
 State of Louisiana
 Attn: Tom Ketterer
 P.O. Box 94095
 Baton Rouge, LA 70804-9095

ITEM No.	ITEM	UNIT	QUANTITY ¹	UNIT PRICE ¹		EXTENDED PRICE ²	
				USING WORDS	USING NUMBERS	USING WORDS	USING NUMBERS
1	Smooth Cordgrass Vegetation Plug	Each	50,000	_____ Dollars _____ Cents	\$ _____	_____ Dollars _____ Cents	\$ _____
2	Black Mangrove Four-Inch Container	Each	1,000	_____ Dollars _____ Cents	\$ _____	_____ Dollars _____ Cents	\$ _____
3	Bitter Panicum Four-Inch Container	Each	23,400	_____ Dollars _____ Cents	\$ _____	_____ Dollars _____ Cents	\$ _____
4	Seacoast Bluestern Four-Inch Container	Each	7,800	_____ Dollars _____ Cents	\$ _____	_____ Dollars _____ Cents	\$ _____
5	Marshhay Cordgrass Four-Inch Container	Each	7,800	_____ Dollars _____ Cents	\$ _____	_____ Dollars _____ Cents	\$ _____
6	Sea Oats Gallon Container	Each	7,800	_____ Dollars _____ Cents	\$ _____	_____ Dollars _____ Cents	\$ _____
Total Amount of Base Bid:				_____ Dollars	_____ Cents		

1. 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 as may be necessary to complete the Work and/or remain within the funding limits. In the event of material underruns/overruns, the unit costs will be used to determine payment to the Contractor.
2. Items must be completed by the bidder. The completed sheet must be attached to the bid submitted to the Office of State Purchasing in order for the bid to be considered. The low Bidder will be determined on the basis of the Base Bid alone.

The Bidder acknowledges receipt of the following ADDENDA (ATTACH COPIES):

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

NAME OF BIDDER: _____

LOUISIANA CONTRACTORS LICENSE NUMBER: _____

SIGNATURE: _____

TYPED or PRINTED NAME: _____

TITLE: _____

**ADDRESS: _____
_____**

PHONE: (____) _____

FAX: (____) _____

VENDOR NUMBER: _____

DATED: _____

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.

- 1.1 **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.
- 1.2 **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.
- 1.3 **Agreement**: The written and signed agreement between the Owner and Contractor specifying the Work to be performed and includes the Contract Documents, all addenda pertaining to the Bid, Notice of Award, Bonds, Plans, General Provisions, Special Provisions, and Technical Specifications.
- 1.4 **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.
- 1.5 **A.S.T.M.**: American Society for Testing and Materials.
- 1.6 **Bid**: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- 1.7 **Bidder**: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- 1.8 **Bidding Requirements**: The Advertisement or Invitation to Bid, Instruction to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- 1.9 **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 Agreement.
- 1.10 **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.
- 1.11 **Contract**: The written Agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to include the Plans, Specifications, Information for Bidders, Agreement, Advertisement For Bidders, Affidavit, Bid Form, Bid Bond, Contract Bond, Notice of Award, Notice to Proceed, and Change Orders, and Claims.
- 1.12 **Contract 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.

- 1.13 Contract Documents: The Agreement, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award, Contractor's Bid when attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.
- 1.14 Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Agreement.
- 1.15 Contract Time: The number of calendar days specified in the Agreement for completion of the Work, together with any extensions authorized through change orders.
- 1.16 Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- 1.17 Contracting Agency: The Office of Coastal Protection and Restoration (OCPR) acting through the Division of Administration.
- 1.18 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.
- 1.19 Design Report: A written report by the Engineer which provides the design methodology for the Work.
- 1.20 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective.
- 1.21 Engineer: The Office of Coastal Protection and Restoration, Engineering Branch, or its designee.
- 1.22 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.
- 1.23 Extension of Contract: Any extension of time for completion of the Work beyond the Contract Time which is granted by the Owner and recommended by the Engineer.
- 1.24 Federal Sponsor: The federal agency which has been tasked to manage the implementation of the project.
- 1.25 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.
- 1.26 Inspector: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- 1.27 Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.
- 1.28 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.

- 1.29 **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.
- 1.30 **Milestone**: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- 1.31 **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 Contract Bond.
- 1.32 **Notice to Proceed**: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- 1.33 **Owner**: The Owner is the State of Louisiana (State) which acts through the Owner.
- 1.34 **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.
- 1.35 **Project Site**: The location where the Work is to be performed as stated in the Agreement.
- 1.36 **Right-of-way**: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- 1.37 **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.
- 1.38 **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.
- 1.39 **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.
- 1.40 **State**: The State of Louisiana.
- 1.41 **Structures**: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- 1.42 **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.
- 1.43 **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.
- 1.44 **Successful Bidder**: The lowest responsible Bidder whom the Owner makes an award.
- 1.45 **Special Provisions**: That part of the Contract Documents which amends or supplements these General Provisions.

- 1.46 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.
- 1.47 Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- 1.48 Written Amendment: A written statement modifying the Contract Documents which is signed by the Owner and the Contractor on or after the Effective Date of the Agreement.
- 1.49 Work: All work specified herein or indicated on the Plans.
- 1.50 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, 2000 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 Notice 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 Office of Coastal Protection and Restoration, 450 Laurel Street, Suite 1100, Baton Rouge, Louisiana 70801.

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

Bidders are required to become familiar and remain in compliance with all Federal, State, and local laws, ordinances, and regulations which may affect all employees and execution of the Work. 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 Agreement 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 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. 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.

GP-5 PRE-BID CONFERENCE AND SITE VISIT

A Pre-Bid conference will be held at the location and on the date provided in the Bid Solicitation. A site visit may also be held at the Project Site as specified in the Bid Solicitation or at the Pre-Bid conference. Bidders will be required to furnish their own transportation to the Project Site. Representatives of the Owner and Engineer will attend the Pre-Bid conference and site visit, if held, to discuss the Work. **Bidders are required to attend the Pre-Bid conference and site visit, (if held).** Failure to attend will result in a null or void Bid.

All questions shall be in writing and faxed to the Office of State Purchasing (OSP) as listed in SP-4 after the Pre-Bid conference and by the due date provided in SP-3. No additional questions shall be received after the specified pre-bid conference submittal deadline. Oral statements will not be binding or legally effective. The Office of State Purchasing will submit 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 Office of State Purchasing for any additional information.

GP-6 NOTICE OF AWARD

The Owner shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Agreement 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 SP-3, unless an extension is granted to the Contract Time as specified in GP-44.

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:

- 8.1 The source(s) of all plant materials (nursery name, mailing and physical address, phone number, and name of contact person);
- 8.2 A legible copy of all current and state nursery licenses and/or permits issued to the nursery or nurseries;
- 8.3 A letter from the nursery or nurseries supplying plant materials that it has received, read, and understands the plant specifications regarding this Contract and that it will provide plant materials meeting these specifications;
- 8.4 The types of equipment the Contractor proposes to use for delivering plant materials from the nursery to the delivery site and from the delivery site to the planting site and on the planting site to transport materials, personnel, etc;
- 8.5 The Contractor's proposed method of protecting plants from the nursery to the delivery site and from the delivery site to the planting site;
- 8.6 The Contractor's proposed method of salt-hardening plants and watering plants prior to planting;

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

- 8.7 The date all plant materials are on the premises of the nursery or nurseries;
- 8.8 The anticipated dates that salt-hardening shall be commenced and completed;
- 8.9 The anticipated date(s) for site layout and staking;
- 8.10 The anticipated initiation of delivery and planting operations at the work location;
- 8.11 The estimated duration of planting operations.

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:

- 9.1 All of the elements in the Work Plan, including updates;
- 9.2 A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;

- 9.3 A telephone log verifying that all property owners and utilities have been contacted. This log should list the time, date, and names of the personnel representing the property owners, utilities, and Contractor;

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

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

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

The Progress Schedule shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in SP-3. The Engineer shall perform a review and have the Contractor make any necessary revisions prior to acceptance of the schedule. Acceptance will not impose responsibility on the Owner or Engineer for the sequencing, scheduling, or progression of the Work. The Contractor is fully responsible for progression of the Work in order to maintain the compliance with the Progress Schedule.

GP-10 DAILY PROGRESS REPORTS

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

- 10.1 Date and signature of the author of the report;
- 10.2 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;
- 10.3 Field notes of all surveys;
- 10.4 Notes on all inspections;
- 10.5 Details of Health and Safety meetings;
- 10.6 A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- 10.7 Condition of all navigation aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;
- 10.8 Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- 10.9 The amount of time lost to severe weather or personnel injury, etc;
- 10.10 Notes regarding compliance with the Progress Schedule;
- 10.11 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:

- 11.1 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.
- 11.2 Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- 11.3 Equipment list with details on their ability to handle adverse weather and wave conditions.
- 11.4 List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- 11.5 Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- 11.6 Method of securing equipment at the safe harbors or ports.
- 11.7 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.
- 11.8 Methods which will be used to secure equipment left onsite during adverse weather conditions.
- 11.9 Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- 11.10 Operation procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- 11.11 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 Inspector, 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 SP-3.

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 SP-3. 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 Inspector 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 Agreement. 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:

- 18.1 Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or
- 18.2 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
- 18.3 Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or
- 18.4 Instructions by a supplier.

The official form for a written clarification is provided in the Appendix. 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 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 Conditions 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:

- 20.1 It is at least equal in quality, durability, appearance, strength, and design characteristics;
- 20.2 There is no increase in any cost including capital, installation, or operating to the Owner;
- 20.3 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 Inspector 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.

GP-25 UTILITIES

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from 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 ALouisiana One Call@ at 1-800-272-3020 a minimum of five (5) working days prior to construction to locate existing utilities at the Project Site.

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

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

GP-26 PERMITS

Federal and State permits that are required to perform the Work, such as the Department of the Army Permit, Coastal Use Permit, LDEQ Clean Water Permit, LDWF Fill Material License, and LADOTD highway crossing permit have been secured by the Owner. Permit conditions (MVN-2008-0345-EFF) 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. The Contractor or his subcontractor shall procure all required licenses and permits for the collection, transportation, propagation, and growing of plants for the project. 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, Inspector, 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 INSPECTOR

An Inspector shall be assigned by the Engineer to the Project Site to observe the Contractor and monitor the progress and manner in which the Work is being performed. The Inspector will also report to the Engineer and Contractor whenever materials or Work fail to comply with the Contract. The Inspector 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 Inspector 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 Inspector 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 Inspector 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 can not 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 CONTROL OF SILTATION AND WATER POLLUTION

The Contractor shall comply with all applicable Federal and State regulations and statutes relating to the prevention and abatement of pollution in the performance of the Contract. The Contractor shall conduct the Work in a manner that will not cause damaging concentrations of silt or pollution to water. The Contractor shall prevent fuels, oils, bituminous materials, chemicals, sewage, or other harmful contaminants from entering the land or water.

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 Inspector.

GP-36 NAVIGATION

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

36.1 The International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608); and

36.2 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/mwv/navrules/navrules.htm>. 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 operated by the Contractor shall possess a valid United State Coast Guard (USCG) inspection certificate and current American Bureau of Shipping (ABS) Classification. 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 marine vessels not subject to USCG certification or ABS Classification shall be inspected annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS). All inspections shall be documented using an appropriate report format. At a minimum, the inspections shall evaluate the structural integrity of the vessel and comply with the National Fire Protection Association Code No. 302 - Pleasure and Commercial Motor Craft. The most recent inspection report shall be posted in a public area on board each 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 shall 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 MODIFICATIONS TO THE WORK

The Engineer may authorize modifications, additions, or deductions to the Work using Change Orders, Field Orders, or Written Amendments. The requirements and stipulations of these documents shall be binding on the Owner and Contractor throughout the remainder of the Contract.

GP-43 INCREASE IN CONTRACT PRICE

The Contractor is expected to complete the Work according to the Contract Price specified in the Bidding Documents. Under certain circumstances, the Contractor may request for a legitimate increase to the Contract Price using a Claim. The Claims shall justify the request for an increase in Contract Price by providing supporting data and calculations. The Claim must be submitted to the Engineer in writing within fourteen (14) days after the event occurs which necessitates the increase in Contract Price. If an increase in Contract Price involves an extension of Contract Time, both claims shall be submitted together. The Engineer reserves the right to accept, deny, or negotiate the Claim. If the Claim is accepted, the Engineer shall issue a Change Order. Where a change order is negotiated, the Contractor shall fully document and itemize costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit, and overhead. The requirements and stipulations of the Change Order shall be binding on the Owner and Contractor throughout the remainder of the Contract.

The increase in Contract Price shall be determined by the following:

43.1 By application of the unit prices in the Contract to the quantities of the items involved; or

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

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 Bidding 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 DEFAULT AND TERMINATION OF CONTRACT

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

45.1 The Work is not begun within the time specified in the Notice to Proceed; or

- 45.2 The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or
- 45.3 The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or
- 45.4 The Work is discontinued; or
- 45.5 The Work is not completed within the Contract Time or time extension; or
- 45.6 Work is not resumed within a reasonable time after receiving a notice to continue; or
- 45.7 The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- 45.8 The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or
- 45.9 The Contractor makes an assignment for the benefit of creditors; or
- 45.10 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 Agreement and 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.

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.

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 affiliates from 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) caused by negligence of the Contractor or the Contractor's affiliates under this Contract, provided that it results in bodily injury, sickness, disease, or death, or in injury to or destruction of tangible property including the loss of use resulting there from.

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

The Engineer, Owner, and Contractor shall perform a final inspection after receiving written notice from the Contractor that all of the Work is complete. If the Work is determined to be unsatisfactory, the Engineer shall notify the Contractor in writing of the deficiencies and recommended corrective actions.

Unfulfilled work or damages caused by the negligence of the Contractor or Subcontractors shall be repaired or corrected at the expense of the Contractor. All other damages to the Work which received previous acceptance by the Engineer shall be repaired at the expense of the Owner. Upon completion of the repairs or corrections, the Engineer, Owner, and Contractor shall perform another inspection. The Engineer shall submit

a written notice of acceptance to the Owner after the Work has been determined to be satisfactorily completed according to the Contract.

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 SP-3 and SP-4. 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

Completion of the Contract requires all of the Work to be complete, inspected by the Engineer, accepted by the Owner as recommended by the Engineer, and after, final payment is made. After the Contract is complete, the Contractor will then be released from further obligation except as set forth in the Contract Bond and Contractor's Guarantee.

GP-56 CONTRACTOR'S GUARANTEE

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

56.1 The guarantee shall include:

- 56.1.1 A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
- 56.1.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
- 56.1.3 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.

56.2 The guarantee shall exclude defects or damage caused by:

- 56.2.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
- 56.2.2 Wear and tear under normal usage.

56.3 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:

- 56.3.1 Observations by the Owner or Engineer; or
- 56.3.2 Recommendations by the Engineer or payment by the Owner; or
- 56.3.3 Use of the Work by the Owner; or

- 56.3.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-47, or failure to do so; or
- 56.3.5 Any inspection, test, or approval by others; or
- 56.3.6 Any correction to non-conforming work by the Owner.

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Whiskey Island Back Barrier Vegetative Plantings Project area is located in Terrebonne Parish, approximately twenty (20) miles south of Cocodrie, LA.

The site is accessible only by boat or air. The nearest boat launches are located near Cocodrie, LA. Directions and a map to the nearest launch can be found in the Appendix.

SP-2 WORK TO BE DONE

The Whiskey Island Back Barrier Vegetative Plantings Project is a Coastal Wetland Planning, Protection and Restoration Act (CWPPRA) Project.

Prior to planting, a marsh platform shall be constructed within the project area. This Contract will provide for the planting of native coastal plants on the newly created marsh platform and adjacent containment dikes to establish emergent vegetation.

The Work to be performed under these Plans and Specifications consists of furnishing all equipment, labor and materials and performing all Work required for the planting of the marsh and dune platforms and containment dikes at Whiskey Island Back Barrier Project including mobilization, demobilization, and other related work. All Work shall be performed in accordance with Louisiana Standard Specifications for Roads and Bridges, latest edition, unless otherwise specified herein.

Under the Bid of this Contract, the Contractor shall supply, transport, store, and plant approximately 50,000 vegetative plugs of Smooth Cordgrass (*Spartina alterniflora* 'Vermilion'), 1,000 four (4) inch containers of Black Mangroves (*Avicennia germinans* 'Pelican'), 15,600 four (4) inch containers of Bitter Panicum (*Panicum amarum* var. *amarum* 'Fourchon'), 7,800 four (4) inch containers of Seacoast Bluestem (*Schizachyrium maritimum* 'Timbalier'), 7,800 four (4) inch containers of Seashore Dropseed (*Sporobolus virginicus*), 7,800 four (4) inch containers of Marshhay Cordgrass (*Spartina patens* 'Gulf Coast'), and 7,800 one (1) trade gallon containers of Sea Oats (*Uniola paniculata* 'Caminada') plants along the dune and marsh platforms as specified. Date and time for delivery and planting shall be coordinated with the Owner

All planting containers, debris, trash or other incidentals used by the Contractor shall be removed from the project area and properly disposed of prior to Final Acceptance and Inspection by the Owner and demobilization.

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

Milestone	Location or Recipient	Date Due
Bid Advertisement	Publications	As advertised
Mandatory Pre-Bid Conference and Site Visit	Provided in Notice to Bidders	Provided in Notice to Bidders
Questions on Bid Documents	Deliver to OSP	3 calendar days after Pre-Bid Conference
Effective Date of Agreement	Contractor and Owner	Stated in Notice of Award
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, monthly thereafter
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after the Notice to Proceed is issued
Progress Meetings and Reports	At Project Site	Bi-weekly or as determined at the Pre-Construction Conference (See GP-13, GP-39)
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer
End of Contract Time	At Project Site	250 calendar days after Notice to Proceed

SP-4 ADDRESSES FOR DOCUMENT DELIVERY

Prior to Bid opening date, the Contractor shall send all Bid Documentation to the attention of Tom Ketterer of the Office of State Purchasing. The address and contact information is as follows:

State Purchasing Officer
 Office of State Purchasing
 Post Office Box 94095
 Baton Rouge, LA 70804-9095
 Phone: 225-342-8022
 Fax: 225-342-8688
 E-mail : tom.ketterer@la.gov

After award, the successful Contractor shall contact the Office of Coastal Protection and Restoration concerning bid documentation or questions. The address and contact information for the Office of Coastal Protection and Restoration are listed as follows:

Office of Coastal Protection and Restoration
 Attn: Shane Faust
 Post Office Box 44027
 Baton Rouge, LA 70804-4027
 Phone: 225-342-4106
 Fax: 225-342-6801

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

SP-5 PROTECTION OF WORK

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

SP-6 PROJECT SCHEDULING

The Contractor shall submit an estimated progress schedule, in writing to the Owner, within fifteen (15) days after the Notice to Proceed as specified in SP-3.

Progress meetings shall be held during construction, at which time changes in the schedule shall be, discussed as specified in GP-13.

SP-7 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 four hundred dollars (\$400) 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-8 CLEAN-UP

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

SP-9 CONTROL OF SILTATION AND WATER POLLUTION

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

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

SP-10 SAFETY AND PROTECTION

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

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction over the safety of persons or property and to protect them from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor

shall notify owners of adjacent property and utilities when execution of the work may affect them. All damage, injury or loss to any property referred to in this item caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Owner has issued a notice that the work is acceptable.

SP-11 SANITARY CONDITIONS

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

SP-12 COMMENCEMENT, EXECUTION AND COMPLETION

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

SP-13 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the dock, staging area, and planting areas for his employees, the OCP, EPA, and the Inspector.

During planting layout, planting, and until Final Inspection and Acceptance, the Contractor shall provide transportation to and from the dock, staging area and planting areas for a maximum of two (2) personnel (OCP and EPA), seven (7) days per week. The schedule for dates, times, and pickup location for transportation shall be arranged by the Owner with the Contractor prior to mobilization.

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

SP-14 SITE ACCESS

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

The Contractor shall visit the site and determine the best unloading and staging locations. Transportation from the unloading and staging locations to the planting areas may be limited to specific access corridors approved and marked by the Owner and the Contractor during the planting layout. The Contractor shall verify the types of equipment necessary for accessing the site and completing the Work as specified.

The Contractor shall abide by all rules, regulations, traffic regulations, site restrictions and any other rules and stipulations and shall be responsible for any damage or repairs to access routes, roads, boat launches, and staging areas and all private facilities and properties as outlined in GP-22 and GP-51.

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

SP-15 FUNDS WITHHELD

The Contractor shall make all reasonable effort to supply or acquire the full amount of each of the plant species in the SCHEDULE OF BID ITEMS. If the Contractor fails to supply more than half of the total amount of any one or more species the penalty shall be five (5) dollars per plant not supplied. If the Contractor can provide adequate documentation (i.e. photo documentation, expert testimony) as to why he was unable to provide the plants numbers in the SCHEDULE OF BID ITEMS, a waiver will be considered.

PART III TECHNICAL SPECIFICATIONS

TS-1 GENERAL REQUIREMENTS

- 1.1 **Scope.** The Work covered by these Specifications consists of furnishing all materials, equipment and labor, and performing all operations required to complete planting for the Whiskey Island Back Barrier Vegetative Plantings Project. Major tasks associated with this Work include, but may not be limited to, the following:
- 1.1.1 The Contractor shall supply, transport, store and plant approximately 50,000 vegetative plugs of Smooth Cordgrass (*Spartina alterniflora* 'Vermilion'), 1,000 four (4) inch containers of Black Mangroves (*Avicennia germinans* 'Pelican'), 15,600 four (4) inch containers of Bitter Panicum (*Panicum amarum* var. *amarum* 'Fourchon'), 7,800 four (4) inch containers of Seacoast Bluestem (*Schizachyrium maritimum* 'Timbalier'), 7,800 four (4) inch containers of Seashore Dropseed (*Sporobolus virginicus*), 7,800 four (4) inch containers of Marshhay Cordgrass (*Spartina patens* 'Gulf Coast'), and 7,800 one (1) trade gallon containers of Sea Oats (*Uniola paniculata* 'Caminada')) plants on the marsh platform and containment dikes at the Whiskey Island Back Barrier Project as specified. Date and time for delivery and planting shall be coordinated with the Owner.
- 1.1.2 The Black Mangroves, Bitter Panicum, Seacoast Bluestem, Seashore Dropseed, Marshhay Cordgrass and Sea Oats shall be planted five (5) feet and the Smooth Cordgrass shall be planted three (3) feet on center in rows as shown on the Plans. The Owner reserves to the right to modify the spacing and location of plants and rows; such modifications shall be accomplished through Change or Field Orders where appropriate.
- 1.2 **Site Examination.** Bidders are required to examine the site of Work. Investigation of the site may show that sand bars, mudflats, rock, logs, stumps, snags, debris and other obstructions may be encountered. No removal or disposal of these obstructions shall be made.
- 1.2.1 The Contractor shall become familiar with the location and conditions of the Whiskey Island Back Barrier Vegetative Plantings project area. The Contractor shall be aware of shallow waters, stumps, logs, sand bars, mudflats, and any obstructions near the site. Marine maps showing the location of nearby structures, channels, sandbars, and other pertinent information may be obtained from the U.S. Coast Guard.
- 1.2.2 The Contractor is advised to visit the site and determine the best unloading and staging locations. The Contractor shall be responsible for securing all staging and unloading locations. The Contractor shall use maps and information for the site area, but must always judge site conditions because of changing conditions of tides and currents. No additional compensation shall be allowed for difficult access due to adverse weather and low tides. The Contractor shall verify the types of equipment necessary for accessing the site and completing the Work as specified.
- 1.2.3 No dredging for site access, mobilization, or any other reason shall be allowed.
- 1.3 **Permits.** The Contractor shall be furnished with a copy of each permit issued and shall be responsible for compliance with all provisions and conditions. These permits do not relieve the responsibility of the Contractor from obtaining additional permits that may be needed to perform the Work.
- 1.4 **Special Permits.** Copies of any special permits obtained by the Contractor to perform Work shall be submitted to the Owner prior to commencing with the Work.

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

TS-2 MOBILIZATION AND DEMOBILIZATION

- 2.1 Description. Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for Work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the Work, excluding the cost of construction materials. Such costs include, but are not limited to, the following:
 - 2.1.1 Fuel, lubrication, maintenance and repair of equipment.
 - 2.1.2 Temporary construction facilities.
 - 2.1.3 Offshore radio telephones.
 - 2.1.4 Movement of all equipment and material to and from the project sites.
- 2.2 Arbitrary Mobilization by Contractor. No compensation will be made for any remobilization that may be required because of inclement weather, or any other circumstance. Should the Contractor elect to demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no cost to the Owner.
- 2.3 Measurement and payment. All costs connected with mobilization and demobilization of all the Contractor's plant, equipment, personnel, and those of his subcontractors and other such costs in the Contract Documents for the Whiskey Island Back Barrier Vegetative Plantings Project shall be considered incidental to the Work and shall be included in the bid price as outlined in the SCHEDULE OF BID ITEMS.

TS-3 PLANT MATERIAL REQUIREMENTS

- 3.1 All plants shall be obtained from a Louisiana licensed nursery grower. All plants shall be Louisiana-grown plant material and grown in Louisiana. The contracting nursery shall acclimate plant materials by growing plants in full sun conditions for at least ten (10) days prior to planting (i.e. not inside greenhouse, under glass, under shade cloth, etc.). A legible copy of all current state nursery license(s) and/or permit(s) issued to the contracting nursery (or nurseries, or their Subcontractors) to be utilized by the Contractor

- shall be provided to the Owner prior to delivery of the plants to the project site.
- 3.2 Certification shall be provided that all plant materials have been produced in accordance with federal and Louisiana state laws where applicable. Federal and State Quarantine Summaries are available through the Regulatory Affairs Director, American Nursery and Landscape Association, Washington, DC.
 - 3.3 The Contractor, or its Subcontractor, shall secure all permits required in the transportation, collection, and propagation of nursery stock and submit a copy to the Owner.
 - 3.4 Within thirty (30) days following the receipt of the Notice to Proceed, the Contractor shall notify, in writing to the Owner, that plant material is on the premises of the nursery (or nurseries) responsible for growing operations in an amount sufficient to propagate the required number of Contract transplants. After submission of the nursery or nurseries to be utilized, the Contractor shall not change the selected source of plant materials without notifying the Owner in writing.
 - 3.5 Plants shall be free of defects, disfiguring, sun scalding, diseases, insects, insect eggs, borers, or other forms of infections or infestation.
 - 3.6 The Contractor and the nursery (or nurseries) shall make available for inspection to the OCPR, EPA and/or their Inspectors, the specified plants vegetation that are to be used for this project.
 - 3.7 All plants shall be packed for delivery from the nursery to the delivery site and from the delivery site to the planting site in such a manner as to ensure adequate protection against climatic, seasonal, wind damage or other injuries during transit. Special care shall be taken for prompt delivery and careful handling in loading and unloading. Damaged plants shall be rejected by the Owner and shall be removed and replaced immediately at the Contractor's expense.
 - 3.8 Each individual shipment of plants to the delivery site shall be accompanied by a delivery slip indicating the following information: 1) source of plant material (nursery name), 2) species (scientific and common name and cultivar), 3) plant size, 4) quantity being delivered, 5) date of delivery, and 6) date dug. Shipping slips are to be signed by the Contractor. Copies of the shipping slips shall be provided to the Owner and/or its Inspector at time of plant delivery.
 - 3.9 Each Bitter Panicum, Seacoast Bluestem, Seashore Dropseed, and Sea Oat plant shall be fertilized with one slow-release, high nitrogen fertilizer tablet. The tablet weight shall be no less than 15 grams nor greater than 25 grams. Each tablet shall contain no less than 15 percent nor more than 30 percent nitrogen. Each tablet shall be placed within two (2) to four (4) inches from the rootball edge and three (3) inches below normal ground immediately after planting.
 - 3.10 The growing medium shall be free of any foreign objects such as glass, shell, stones, pottery, or other debris not generally considered standard potting media. Acceptable growing medium shall be a homogeneous mixture of various concentrations of silt, sand, and/or clay separates with or without the addition of organic matter.
 - 3.11 The Smooth Cordgrass and Black Mangrove plants shall be salt-hardened under ponding conditions to a minimum of ten (10) parts per thousand. Plants are to be salt-hardened to these levels for at least fourteen (14) consecutive days within one (1) week of delivery to the project site. All other plants shall not be salt hardened.
 - 3.12 The Smooth Cordgrass plants are to be salt hardened at increments of no more than five (5) parts per thousand per week.
 - 3.13 The Contractor shall inform the Owner, in writing, two (2) weeks prior to the commencement of salt hardening. The Contractor shall also include the methods by which the Smooth Cordgrass plants will be

salt hardened.

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

TS-4 PLANT TYPE

4.1 SMOOTH CORDGRASS

- 4.1.1 Acceptable Smooth Cordgrass plants for the purpose of this Contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Spartina alterniflora* 'Vermilion'. For this project, the size of Smooth Cordgrass plants shall be vegetative plugs. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.1.2 The plant species *Spartina alterniflora* 'Vermilion' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow Plant Materials Center (PMC) in 1989. The complete and proper name for acceptable plant materials for this Contract is *Spartina alterniflora* Loisel cv. Vermilion.
- 4.1.3 Foundation material as it related to *Spartina alterniflora* 'Vermilion' and this Contract is defined as and **shall meet all three of the following:**
- 4.1.3.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
- 4.1.3.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and
- 4.1.3.3 Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.
- 4.1.4 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Spartina alterniflora* 'Vermilion' from the Golden Meadow PMC.
- 4.1.5 Foundation Material for nursery propagation can be obtained from:
- Golden Meadow PMC
438 Airport Road
Galliano, LA 70354
(985) 475-5280
- 4.1.6 Each Smooth Cordgrass vegetative plug transplant shall have a minimum of three (3) live stems, attached at the stem-root interface. At least two (2) of the three (3) stems shall have a minimum stem height/length of ten (10) inches from the stem-root interface to the stem (not leaf) tip. In addition, each plug shall have a root mass of not less than two (2) inches in diameter at the root crown, and with no less than a total of four (4) primary roots per plug. Plug roots shall not be less than six (6) inches in length from the point of attachment to the root tip when stretched out.

4.2 BLACK MANGROVE

- 4.2.1 Acceptable Black Mangrove plants for the purpose of this contract are nursery grown plants produced by seed from foundation material and/or plants produced by seed as an accessional generation from foundation material of *Avicennia germinans* 'Pelican'. For this project Black Mangrove shall be grown in four (4) inch containers. Plants produced from cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.2.2 Foundation material as it relates to *Avicennia germinans* 'Pelican' and this contract is defined as 1) *Avicennia germinans* 'Pelican' vegetative germplasm released and maintained by the Natural Resources Conservation Service, Golden Meadow PMC; and 2) *Avicennia germinans* 'Pelican' seed germplasm provided directly to the nursery from the Golden Meadow PMC. Subsequent vegetative propagules subsequently produced as direct accessional generations from the original foundation materials provided to the nursery by the Golden Meadow PMC constitute acceptable plants for the purpose of this contract.
- 4.2.3 *Avicennia germinans* 'Pelican' seed germplasm is available from the Golden Meadow PMC to qualified nurseries, however material availability is seasonal and limited in quantity.
- 4.2.4 Foundation material as it related to *Avicennia germinans* 'Pelican' and this contract is defined as and **shall meet all three of the following:**
- 4.2.5 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
- 4.2.6 Foundation material provided directly to a nursery from the Golden Meadow PMC; and
- 4.2.7 Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.
- 4.2.8 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Avicennia germinans* 'Pelican' from the Golden Meadow PMC.
- 4.2.9 Seed propagules for nursery propagation can be obtained from:

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

- 4.2.10 *Avicennia germinans* 'Pelican' seed germplasm is available from the Golden Meadow PMC to qualified nurseries, however material availability is seasonal and limited in quantity.
- 4.2.11 Each four (4) inch container of Black Mangrove shall have at least one (1) primary stem that is at least twenty-five hundredths (0.25) of an inch in diameter at the stem-root interface and have a minimum stem height of twelve (12) inches from the stem-root interface to the stem tip. Plants shall be foliated with primary stem or secondary branch leaves that are well developed, dark green, and firmly attached. Plants shall be viable and actively growing within the container.

4.3 BITTER PANICUM

- 4.3.1 Acceptable Bitter Panicum plants for the purpose of this Contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced

vegetatively as accessional generations from foundation materials of *Panicum amarum* var. *amarum* 'Fourchon'. For this project Bitter Panicum shall be grown in four (4) inch containers. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.

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

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

4.2.3.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

4.2.3.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

4.2.3.3 Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.

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

4.3.5 Foundation Material for nursery propagation can be obtained from:

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

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

4.4 SEACOAST BLUESTEM

4.4.1 Acceptable Seacoast Bluestem plants for the purpose of this Contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Schizachyrium maritimum* 'Timbalier'. For this project Seacoast Bluestem shall be grown in four (4) inch containers. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.

4.4.2 The plant species *Schizachyrium maritimum* 'Timbalier' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow PMC in 2007.

4.4.3 Foundation material as it related to *Schizachyrium maritimum* 'Timbalier' and this Contract is defined as and **shall meet all three of the following:**

4.4.3.1 Vegetative germplasm released and maintained by the Natural Resource Conservation

Service, Golden Meadow PMC; and

4.4.3.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

4.4.3.3 Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.

4.4.4 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Schizachyrium maritimum* 'Timbalier' from the Golden Meadow PMC.

4.4.5 Foundation Material for nursery propagation can be obtained from:

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

4.4.6 Each four (4) inch container of *Schizachyrium maritimum* shall have a minimum of six (6) live and actively growing primary stems per individual cell and have a minimum stem height of eight (8) inches from the stem-root interface to the stem (not leaf) tip. A primary stem is defined as a vertical, self-supporting, upright stem with a primary root system developed below the soil surface. A stolon (runner) may count as a primary stem even though the stem may have lodged and is growing horizontally, providing:

- 1) the origin of the stolon's point of attachment is below the soil surface,
- 2) the stolon has developed its' own primary root system below the soil surface, and
- 3) the stolon is not a secondary aerial branch of another primary stem. In addition, any secondary stem development from stolon nodes shall not be considered in the minimum number of primary stem irrespective of their stem height and root.

4.5 SEASHORE DROPSEED

4.5.1 Acceptable Seashore Dropseed plants for the purpose of this contract are plants produced from an original collection of a Louisiana coastal *Sporobolus virginicus* ecotype, or plants produced as an accessional generation from foundation material originally collected as a Louisiana coastal *Sporobolus virginicus* ecotype. For this project Seashore Dropseed shall be grown in four (4) inch containers. Plants produced from cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.

4.5.2 A possible source of Foundation Material for nursery propagation may be:

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

4.5.3 Each four (4) inch container of *Sporobolus virginicus* shall have a minimum of eight (8) live and actively growing stems per container. Each of the eight (8) required stems shall have a minimum stem height/length of ten (10) inches from the stem-root interface to the stem (not leaf) tip.

4.6 MARSHHAY CORDGRASS

- 4.6.1 Acceptable Marshhay Cordgrass plants for the purpose of this Contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Spartina patens* 'Gulf Coast' and/or Marshhay Cordgrass plants produced from an original collection of a Louisiana coastal *Spartina patens* ecotype, or plants produced as an accessional generation from foundation material originally collected as a Louisiana coastal *Spartina patens* ecotype. For this project Marshhay Cordgrass shall be grown in four (4) inch containers. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.6.2 The plant species *Spartina patens* 'Gulf Coast' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow Plant Materials Center (PMC) in 1989. The complete and proper name for acceptable plant materials for this Contract is *Spartina patens* 'Gulf Coast'.
- 4.6.3 Foundation material as it related to *Spartina patens* 'Gulf Coast' and this Contract is defined as and shall meet all three of the following:
- 4.6.3.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and
 - 4.6.3.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and
 - 4.6.3.3 Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.
- 4.6.4 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Spartina patens* 'Gulf Coast' from the Golden Meadow PMC.
- 4.6.5 Foundation Material for nursery propagation can be obtained from:
- Golden Meadow PMC
438 Airport Road
Galliano, LA 70354
(985) 475-5280
- 4.6.6 Each four (4) inch container of Marshhay Cordgrass shall have a minimum of eight (8) live and actively growing stems. Each of the eight (8) required stems shall have a minimum stem height/length of twelve (12) inches from the stem-root interface to the stem (not leaf) tip.

4.7 SEA OATS

- 4.7.1 Acceptable Sea Oats plants for the purpose of this Contract are nursery grown plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials of *Uniola paniculata* 'Caminada'. For this project Sea Oats shall be grown in trade gallons containers. Plants produced from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.
- 4.7.2 The plant species *Uniola paniculata* 'Caminada' is a cultivated variety released by the USDA,

Natural Resources Conservation Service, Golden Meadow PMC in 2001.

4.7.3 Foundation material as it related to *Uniola paniculata* 'Caminada' and this Contract is defined as and shall meet all three of the following:

4.7.3.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

4.7.3.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

4.7.3.3 Vegetative propagules subsequently produced as direct accessional generations from the original foundation material provided to a nursery by the Golden Meadow PMC. That is, the plants shall be reproduced vegetatively by and at a nursery from its own foundation material obtained from the Golden Meadow PMC.

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

4.7.5 Foundation Material for nursery propagation can be obtained from:

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

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

TS-5 PLANT SIZE

5.1 All vegetative plug transplants shall consist of multi-stemmed, bare-root material, and shall meet the following specifications:

5.1.1 Vegetative plug transplants shall not be dug earlier than seventy two (72) hours prior to the time of delivery to the planting site.

5.1.2 All portions of the vegetative plug transplants, i.e., stems, roots and leaves, shall be specifically protected in such a manner as to ensure adequate protection against climatic, seasonal, mechanical, or other injury during transit, loading and unloading, holding, and planting. Plugs can be protected by a number of acceptable methods such as wrapping with: 1) burlap, 2) sphagnum (or other water-holding mosses), 3) paper, 4) packing in water absorbing gels, or 5) a combination of materials. The Contractor shall contact the Owner to confirm the suitability of packing materials prior to transporting or delivering any plants.

5.2 Four (4) inch containers shall be square, rectangle, or round in shape and be separated from any other containers, including molded trays or tray liners. Containers shall be at least four (4) inches (outside dimensions) across the top length and width, or diameter if round, and a minimum of three and one half (3-1/2) inches deep. Containers shall be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

5.3 Gallon containers shall be round in shape and be separated from any other containers, including molded trays or tray liners. Containers shall be trade gallon in size. An acceptable trade gallon container shall have dimensions that are not less than five and three-quarter (5-3/4) inches nor more than six and one-half

(6-½) inches across the top (outside diameter) and not less than six (6) inches nor more than seven (7) inches in height (outside dimension). In addition, containers shall be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

TS-6 PLANT INSTALLATION

- 6.1 Plants shall be planted the same day they are delivered to the site if possible. Plants shall not become water stressed prior to planting. Plants shall retain their stem and leaf rigidity at all times indicating adequate moisture is being received. Plants shall be watered with water within the salinity ranges in which they were grown. The Contractor must take the necessary precautions to insure that plant materials received adequate water during all phases of the Contract prior to actual planting. Transplants must stay moist during mobilization and while on site prior to planting. Plants appearing discolored, shriveled, dehydrated, or otherwise stressed shall be rejected.
- 6.2 Vegetative plug transplants shall be planted in a dug hole. The depth of the planting hole shall be fixed so that the stem-root interface shall be a minimum of one (1) inch below normal ground. The stem-root interface shall not be more than three (3) inches below normal ground. The planting hole shall be tightly closed around the plant and plants must remain erect after planting. (See Typical Planting Details)
- 6.3 All containerized plants shall be planted in a dug hole. The plant shall be removed from the container immediately prior to planting and placed into the hole. For Black Mangrove, the hole depth should be fixed so that the top surface of the plant root ball is one (1) inch below normal ground. (See Typical Planting Details)
- 6.4 The Owner and/or its Inspector reserve the right to reject any plant material not meeting minimum specifications.

TS-7 PLANTING LAYOUT

- 7.1 The Owner and/or its Inspector will assist the Contractor in planting layout. All plants shall be planted in rows unless otherwise specified by the Owner. The Black Mangrove, Bitter Panicum, Seacoast Bluestem, Seashore Dropseed, Marshhay Cordgrass and Sea Oat plants shall be planted five (5) feet and the Smooth Cordgrass shall be planted three (3) feet on center in rows as shown on the Plans. The Owner reserves to the right to modify the spacing and location of plants and rows; such modifications shall be accomplished through Change or Field Orders where appropriate.

TS-8 DELIVERABLES

8.1 Prior to Planting

8.1.1. Within fifteen (15) days after the receipt of the Notice to Proceed, the Contractor shall submit, in writing to the Owner, a Work Plan and estimated Work Schedule for review and approval by Owner. The Work Plan shall include information regarding:

- 8.1.1.1 The source(s) of all plant materials (nursery name, mailing and physical address, phone number, and name of contact person).
- 8.1.1.2 A legible copy of all current and state nursery licenses and/or permits issued to the nursery or nurseries. A legible copy of all permits required in the transportation, collection, and propagation of nursery stock, if applicable.
- 8.1.1.3 A letter from the nursery or nurseries supplying plant materials that it has received, read, and understands the plant specifications regarding this Contract and that it will provide

plant materials meeting these Specifications.

8.1.1.4 The types of equipment the Contractor proposes to use for delivering plant materials from the nursery to the delivery site and from the delivery site to the planting site and on the planting site to transport materials, personnel, etc., including methods of protecting plants during transportation.

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

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

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

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

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

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

8.1.1.10 The estimated duration of planting operations.

8.1.2 After the Notice to Proceed, but before planting operations commence or materials are delivered, the Contractor, Subcontractors, OCPD, EPA and/or their Inspector(s) shall have a mandatory pre-planting meeting. This meeting shall be held at a mutually agreeable time and place to discuss pertinent details of the Work Schedules, etc. At the pre-planting meeting the Contractor shall provide the following to the Contracting Agency:

8.1.2.1 Communication Plan

8.1.2.2 Work Schedule

8.1.2.3 Safety Plan Report

8.1.2.4 A written statement from the Contract nursery (or nurseries) that all plants produced for installation under this Contract are true to name (species, variety or cultivar) and meet the requirements of this Contract.

8.2 Weekly Submittals

8.2.1 The Contractor shall keep a daily record of plantings, including species and number of plants delivered and installed, any Field or Change Orders, compliance with the approved Work Schedule, watering methods, transportation of plants, installation methods, weather conditions (wind speed and direction, temperature, seas, sky conditions, and precipitation), and non working days which shall be included with the weekly reports of progress. The daily reports shall be submitted to the Owner at the weekly progress meeting, unless otherwise instructed by the Owner.

8.2.2 If the Contractor fails to comply with any of the stipulations as stated in GP 8, the Owner shall consider the Contractor negligent in his duties and reserves the right to issue a Stop Work Order until all stipulations are complied with at the Contractor's expense.

8.3 Post Planting

- 8.3.1 The Contractor shall contact the Owner a minimum of seventy two (72) hours prior to the anticipated completion for the purpose of scheduling a Final Inspection and Acceptance.
- 8.3.2 The Contractor shall furnish the Owner with copies of delivery slips, indicating the source of plant materials, date delivered, exact quantity and species delivered, and date dug with each shipment of plant materials to the delivery site as specified.
- 8.3.3 The Contractor shall furnish the Owner with one record copy of the Contract Documents at the site in proper order and marked to show all Field and Change Orders made by the Owner.
- 8.3.4 The Contractor shall furnish the Owner with a minimum of thirty-six (36) digital images taken during planting.

APPENDIX A: INTERPRETATION OR CLARIFICATION BY ENGINEER FORM

Whiskey Island Vegetative Plantings Project (TE-50)
Interpretation or Clarification by Engineer
Number (____)

DATE:

SUBJECT:

SUMMARY OF MATTER BY CONTRACTOR

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

APPENDIX B: GOVERNMENT PERMITS

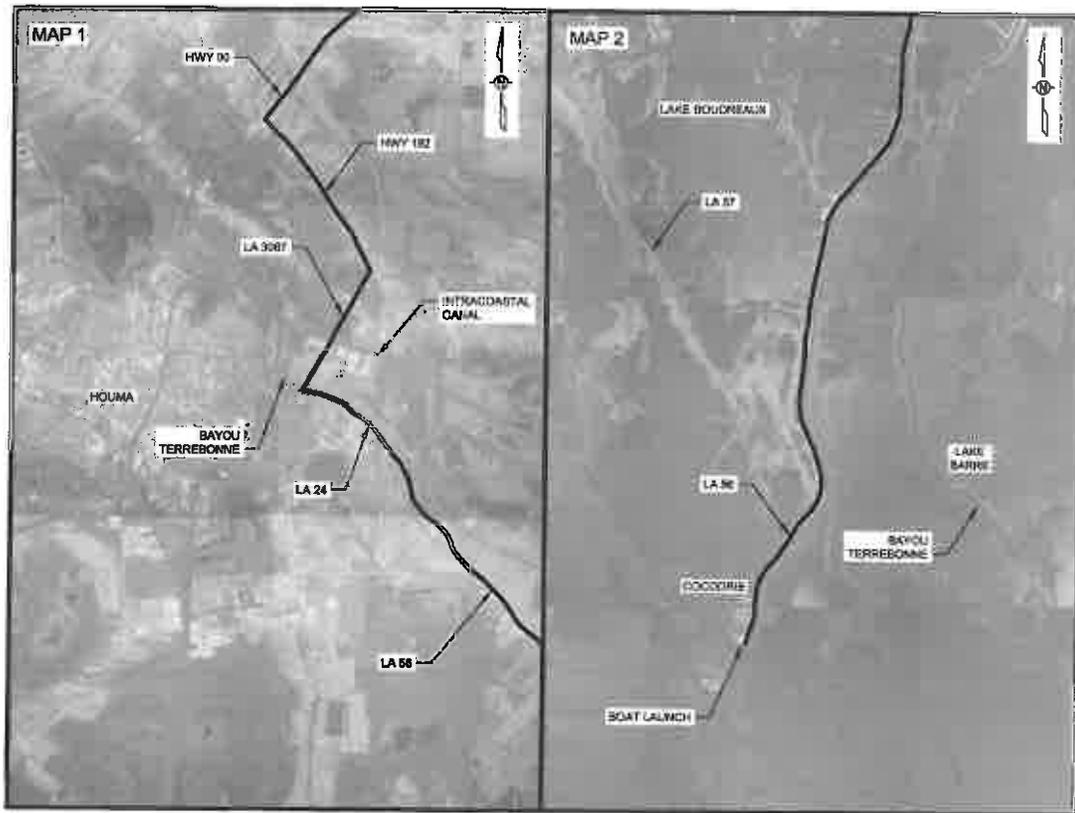
INSERT ALL PERMITS

APPENDIX C: DIRECTIONS TO BOAT LAUNCH

Directions to Launch at Cocodrie

From New Orleans take I-10 West to Interstate 310 exit to Houma/Boutte. At the end of I-310 South, exit right onto Highway 90 West to Houma for 24 miles. Take Exit 210 and turn left toward Houma (sign reads "Houma Exit 210 Highway 182"). Turn left at first traffic light onto LA 3087. Follow LA 3087 for several miles. Go through two traffic lights, across the Intracoastal Canal Bridge, through two more traffic lights, and then over Bayou Terrebonne Bridge then immediately take a left onto LA 24. At the next traffic light, several miles down LA 24, LA 24 turns left, but GO STRAIGHT onto LA 56. Continue South on LA 56 for approximately 26 miles. CoCo Marina will be on the right side of the road.

CoCo Marina
106 Pier 56
Cocodrie, La. 70344
(504) 594-6626





Coastal Protection and Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

MEMORANDUM

September 22, 2009

TO: Gwen Thomas, Accountant Administrator

THROUGH: Judy LeBourgeois, DNR Procurement Officer *JL*

THROUGH: Jerome Zerinque, ^{Deputy} Assistant Executive Director *5.21*

FROM: Chet Fruge, OCPR Program Manager *CF*

RE: Request to award contract
Whiskey Island Vegetative Planting
File# Q27516DL Sol# 2235334

2009 SEP 23 PM 2:39
 RECEIVED
 DNR PURCHASING

The bids for the above referenced project were opened on August 19, 2009. The project manager, Shane Faust, has reviewed the bids. Based upon the lowest acceptable bid price of \$363,000.00 assuming the proposal met State Purchasing's requirements, OCPR is recommending that the project be awarded to Erosion Control Services.

Funding: **2511 3655 A4F4 PC: 6**

If you have any questions or require additional information, please contact Shane Faust 225-342- or Sue Lambert at 225-342-7310.

CF/sl
Attachment
cc: Purchase Order File

Executive Division



Coastal Protection and Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

MEMORANDUM

September 15, 2009

TO: Chet Fruge, CRP Manager

THROUGH: Christopher Knotts, P.E., Chief, Engineering and Operations *CPK*

FROM: Shane Faust, Engineer Technician *EF*

SUBJECT: **Acceptance of Whiskey Island Vegetative Plantings Project**
File Number: Q 27516 DL
Solicitation Number: 2235334

Bids for the above referenced project were opened on August 19, 2009. Erosion Control Services is the apparent low bidder with a total price of \$363,000.00.

I have reviewed this bid and find it to be in order, therefore, I am requesting that we award Erosion Control Services the contract in the amount of \$363,000.00.

A copy of the submitted bid from Erosion Control Services is attached.

Attachments

CC: Steve Meunier, P.E./Maury Chatellier, P.E./Clayton Breland, Jr., Ph.D.

2511 A 4FA

UNRESIGNED BIDDER, in compliance with the Invitation to Bid for the project listed above, having: a) examined the construction specifications and related documents, b) not received, relied on, or based his bid on any verbal instructions contrary to the Contract documents or any addenda, c) inspected the site and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the project within the time set forth and for the total amount of the accepted bid based on the sum of the extension of unit prices and estimated quantities contained in the Schedule of Bid Items.

BID PRICE SHEET

Solicitation 2230663, File Number P 27313 DL

BID OPEN DATE: March 5, 2009, 10 A.M. (CT)

Item	Description	Unit	Approx. Qty*	Unit Price	Total Price
1.	Smooth Cordgrass Vegetation Plug	Each	40,000	\$ 2.75	\$ 110,000.00
2.	Bitter Panicum Four-Inch Container	Each	19,200	\$ 5.00	\$ 96,000.00
3.	Marshhay Cordgrass Four-Inch Container	Each	9,600	\$ 5.00	\$ 48,000.00
4.	Gulf Cordgrass Four-Inch Container	Each	9,600	\$ 5.00	\$ 48,000.00
5.	Sea Oats Trade Gallon Container	Each	4,800	\$ 10.00	\$ 48,000.00
6.	Black Mangrove Four Inch Container	Each	4,800	\$ 0	\$ 0
7.	Gulf Bluestem Four Inch Container	Each	4,800	\$ 5.00	\$ 24,000.00
8.	Seashore Dropseed Four Inch Container	Each	4,800	\$ 5.00	\$ 24,000.00
TOTAL BID AMOUNT:				\$ 398,000.00	

Also, the Bidder acknowledges receipt of the following ADDENDA (ATTACH COPIES):

No. 1 Dated: Feb. 26, 2009

No. ___ Dated: Extend Bid Opening

No. 3 Dated: March 2, 2009

No. ___ Dated: _____

NAME OF BIDDER: Erosion Control Services of Simmesport, LLC

LOUISIANA CONTRACTORS LICENSE NUMBER: 22046

SIGNATURE: Anita Galland

TYPED or PRINTED NAME: Anita Galland

TITLE: Sec 1 Dao

ADDRESS: 307 Gauthier Lane, Simmesport, La 71309

PHONE: (318) 941-2461 FAX: (318) 941-2465

VENDOR: Erosion Control Services

DATED: 3/30/09

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of State Purchasing

October 22, 2009

NOTICE TO PROCEED

Ms. Anita Galland
Erosion Control Services
307 Gauthier Lane
Simmesport LA 71369

Dear Ms. Galland:

RE: Whiskey Island Back Barrier Vegetative Plantings/Department of Natural Resources
File Number Q 27516 DL, Purchase Order Number 3532578
Amount of Contract: \$363,000.00

You are hereby notified to commence work on the referenced contract on or before **November 5, 2009**, and are to fully complete the work within **Two Hundred Ten (210)** consecutive calendar days thereafter. Your contract completion date is therefore **June 3, 2010**.

The contract provides for assessment of the sum of **\$400.00** per day as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

If there are any questions, in regards to this project, please contact Tom Ketterer at 225-342-8022.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Lea".

Denise Lea
Director of State Purchasing

DML:FMS:MMR:TK:jw

c: Mr. Scott A. Angelle
Department of Natural Resources

BOBBY JINDAL
GOVERNOR



ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of State Purchasing

October 22, 2009

NOTICE TO PROCEED

Ms. Anita Galland
Erosion Control Services
307 Gauthier Lane
Simmesport LA 71369

Dear Ms. Galland:

RE: Whiskey Island Back Barrier Vegetative Plantings/Department of Natural Resources
File Number Q 27516 DL, Purchase Order Number 3532578
Amount of Contract: \$363,000.00

You are hereby notified to commence work on the referenced contract on or before **November 5, 2009**, and are to fully complete the work within **Two Hundred Ten (210)** consecutive calendar days thereafter. Your contract completion date is therefore **June 3, 2010**.

The contract provides for assessment of the sum of **\$400.00** per day as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

If there are any questions, in regards to this project, please contact Tom Ketterer at 225-342-8022.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Lea".

Denise Lea
Director of State Purchasing

DML:FMS:MMR:TK:jw

c: Mr. Scott A. Angelle
Department of Natural Resources



Coastal Protection and
Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

MEMORANDUM

May 25, 2010

TO: Sue Lambert, Program Coordinator

THROUGH: Maury Chatellier, P.E., Engineer Manager 
F. Clayton Breland, Jr., Ph.D., Geologist Supervisor 

FROM: Shane Faust, Engineer Technician 

SUBJECT: **No-Cost Time Extention**
Whiskey Island Back Barrier Vegetative Plantings Project (TE-50)
File No. Q27516 DL
Solicitation No: 2235334

Due to unseasonably cold weather and BP's oil spill, the vegetative plantings at Whiskey Back Barrier Island will not be complete in the allotted contract time.

Erosion Control Services, Inc. currently has a contract completion date of June 3, 2010 to complete the plantings.

I am requesting that we extend the contract completion time by 30 days to July 3, 2010 for Erosion Control Services, Inc.

RECEIVED
RURAL RESOURCES
PURCHASING



ORDER CHANGE COPY FOR YOUR INFORMATION AND FILES ONLY

JUN -3 AM 11:43

STATE OF LOUISIANA
OFFICE OF STATE PURCHASING
STATE PURCHASE ORDER (FRM REQ)

CHANGE NUMBER	DATE PRINTED	ORDER NUMBER
01	06/02/10	3532578

VENDOR NAME, STREET, CITY, STATE, ZIP CODE EROSION CONTROL SERVICES 307 GAUTHIER LANE SIMMESPORT, LA 71369	ALL TERMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS, ORDER AS IF FULLY REPRODUCED HEREIN.	
	FILE NUMBER : Q27516DL PURCHASING AGENCY NO. : 107001	FY: 10
	ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: TOM KETTERER (225)342 8022	

BILL TO: DEPARTMENT OF NATURAL RESOURCES COASTAL RESTORTATION DIVISION ATTN: PROJECT MANAGER P O BOX 44027 BATON ROUGE, LA 70804-4027	SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) DEPARTMENT OF NATURAL RESOURCES OCPR SEE BELOW, LA 00000
CONTACT FOR DELIVERY INSTRUCTIONS (NAME,TELEPHONE) SHANE FAUST / SUSAN LAMBERT (225)342-4106-7310	

VENDOR NO.	AWARD CODE	SOLIC CODE	BUYER CODE	COMPL CODE	ISIS REQ NUMBER	AGENCY REQ NUMBER	SOLICIT NUMBER	CONTRACT NUMBER	REQ AGENCY: 435002
721096597-00	1	I	D	F	1326470	CED100004	2235334		OFFICE OF STATE PURCHASING DEPT OF NATURAL RESOURCES

PROMPT PAYMENT TERMS	DELIVERY TERMS/FOB POINT	TOTAL AMOUNT OF THIS CHANGE	TYPE OF CHANGE	NET ORDER AMOUNT
NONE	AS SPECIFIED DESTINATION	\$ 0.00	INCREASE FUNDS	\$ 363000.00

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
00001	COMMODITY CODE: 962-73-000000 DELIVERY TERMS: SEE HEADER PAGE FURNISH ALL MATERIAL, LABOR, SUPPLIES, TOOLS AND EQUIPMENT NECESSARY FOR WHISKEY ISLAND BACK BARRIER VEGETATIVE PLANTINGS SCOPE: THE WORK CONSISTS OF PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT PER THE PLANS AND SPECIFICATIONS IN THE BID DOCUMENT, TO INSTALL 97,800 UNITS OF DUNE AND MARSH PLANTS. LOCATION: THE WORK TO BE PERFORMED IS LOCATED ON WHISKEY ISLAND IN TERREBONNE PARISH, LA. LIQUIDATE DAMAGES: \$400.00 PER DAY CONTRACT TIME: 210 CALENDAR DAYS AFTER NOTICE TO PROCEED HAS BEEN ISSUED ***** CHANGE ORDER *****	1	JOB	\$ 363000.00	\$ 363000.00

COPY

APPROVED: Tom Ketterer
 DENISE LEA
 DIRECTOR OF STATE PURCHASING

CHANGE ORDER		INCREASE FUNL		
NUMBER : 3532578 VENDOR NUMBER : 721096597-00		VENDOR: EROSION CONTROL SERVICES		PAGE 2
COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<p> TO PROCESS A 30 DAY NO COST TIME EXTENSION DUE TO COLD WEATHER AND OIL SPILL NEW COMPLETION DATE IS JULY 3, 2010 </p> <p> FOR PAYMENT - MAIL INVOICE TO: NATURAL RESOURCES, COASTAL RESTORTATION ATTN: SHANE FAUST PO BOX 44027 BATON ROUGE, LA. 70804-4027 </p>				

ATTACHMENT TEXT

INCREASE FUNDS

NUMBER : 3532578
VENDOR NUMBER: 721096597-00

VENDOR: EROSION CONTROL SERVICES

PAGE
3

TO PROCESS A 30 DAY NO COST TIME EXTENSION DUE TO COLD WEATHER AND OIL SPILL. NEW COMPLETION DATE IS JULY 3, 2010.



Coastal Protection and
Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

MEMORANDUM

July 12, 2010

TO: Sue Lambert, Program Coordinator

THROUGH: Maury Chatellier, P.E., Engineer Manager
F. Clayton Breland, Jr., PhD., Geologist Supervisor

FROM: Shane Faust, Engineer Technician

SUBJECT: **Change Order – Substitution of Species**
Whiskey Island Back Barrier Vegetative Plantings Project (TE-50)
File No. Q27516 DL
Solicitation No: 2235334

Mangroves have been proven to be very difficult species to propagate and grow under nursery conditions. Compounding that fact was the unseasonable cold winter. After calling several other nurseries checking for availability, to no avail, the Contractor was forced to substitute other species that were available to them at the same bid cost of the Black Mangroves.

I am requesting that we substitute 200 Gulf Bluestem (*Schizachyrium maritimum*), 400 Seashore Dropseed (*Sporobolus virginicus*), and 400 Marshhay Cordgrass (*Spartina patens*) in place of the Black Mangrove (*Avicennia germinans*).

If you need any additional information, please contact me at (225) 342-4106.

Attachment

RECEIVED

2010 JUL 30 AM 9: 04

LA-OCP

Order Number: 1

Date: July 06, 2010

Purchase Order Number: 3532578

CHANGE ORDER

July 06, 2010

Name of Project: Whiskey Island Back Barrier Vegetative Plantings Project (TE-50)

Owner: Office of Coastal Protection and Restoration
Coastal Engineering Branch

Contract: Erosion Control Services, LLC.

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

Change to PLANT TYPE:

The Contract shall be altered to substitute several plant species for the unavailable Black Mangroves.

JUSTIFICATION:

Mangroves have been proven to be very difficult species to propagate and grow under nursery conditions. Compounding that fact was the unseasonable cold winter. After calling several other nurseries checking for availability, to no avail, the Contractor was forced to substitute other species that were available to them at the same bid cost of the Black Mangroves.

A substitution of 200 Gulf Bluestem (*Schizachyrium maritimum*), 400 Seashore Dropseed (*Sporobolus virginicus*), and 400 Marshhay Cordgrass (*Spartina patens*) species is therefore required for the unavailable Black Mangrove (*Avicennia germinans*).

Recommended by OCP/CED Project Designer:



Approved by Erosion Control Services, LLC:



**EROSION CONTROL SERVICES
Of SIMMESPORT, LLC.**

307 Gauthier Lane
Simmesport, LA 71369
Office: (318)941-2461 Fax: (318)941-2465

May 26, 2010

Change Order

Shane Faust
Office of Coastal Protection and Restoration
Baton Rouge, LA

RE: Whiskey Island Vegetative Plantings Project

Request for Change Order:

On Monday, May 24, 2010, due to the oil spill in the Gulf of Mexico, our planting operation has been shut down. The Smooth Cordgrass plugs were to be planted on Whiskey Back Barrier Island. These plants were already unloaded from the trailer, loaded on the boats and ready to plant. They had to be reloaded on the trailer and brought back to Simmesport, put at the nursery to water, fertilizer and weed. This is the plants that we had and the cost for the loading and keeping them watered.

Smooth Cordgrass – 5,400 ea – plugs

\$2.00 ea x 5,400 plants = \$10,800.00

The gentlemen that informed our crew that they could no longer work were a BP representative and the BOOM contractor. Unfortunately we did not get a last name, but their first names were Randy and Rodg. They did give us their supervisor's name and telephone number: Arty Meyers, 409-771-1070.

Sincerely,

Anita Galland

RECEIVED
2010 SEP 30 AM 9:29
LA-OCPR

Order Number: 2
Date: September 23, 2010
Purchase Order Number: 3532578

CHANGE ORDER

September 23, 2010

Name of Project: Whiskey Island Back Barrier Vegetative Plantings Project (TE-50)

Owner: Office of Coastal Protection and Restoration
Coastal Engineering Branch

Contract: Erosion Control Services, LLC.

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

Change to CONTRACT PRICE:

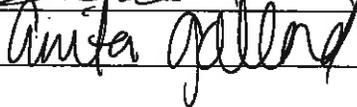
The Contract shall be altered to increase the original price by \$10,800.00 because of delays caused by the British Petroleum oil spill in the Gulf of Mexico.

JUSTIFICATION:

On May 24th, both BP officials and the Coast Guard refused to allow Erosion Control Services, LLC. onto Whiskey Island. Due to the oil spill, Whiskey Island was boomed off and access was restricted for three weeks. Because of this, the 5,400 Smooth Cordgrass plugs intended for planting had to be unloaded off the boats, loaded into the vans and returned to the nursery in Simmesport, La. Those plants had to be stored, watered, fertilized, and weeded until access was allowed on June 14th. The extra cost incurred from this delay is \$10,800.00.

Recommended by OCPR/CRD Project Designer:

Approved by Erosion Control Services, LLC:



Coastal Protection and
Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

MEMORANDUM

January 03, 2011

TO: Sue Lambert, CR Program Supervisor

THROUGH: Maury Chatellier, P.E., Engineer Manager
F. Clayton Breland, Jr., PhD., Geologist Supervisor

FROM: Shane Faust, Engineer Technician 

SUBJECT: **Release Retainage for Final Payment**
Whiskey Island Back Barrier Vegetative Plantings Project (TE-50)
PO# 3532578, File# Q 27516 DL, Sol.# 2235334

The project has been satisfactorily completed and the Clear Lien Certificate is attached. Please release payment of the final 10% balance in the amount of \$37,380.00. The contract has been fully executed and the vendor can be paid in full.

Should you require any additional information please contact me at 225.342.6307.

Attachments

STATE OF LOUISIANA

PARISH OF TERREBONNE

I, the undersigned Deputy Clerk of Court in and for the Parish of Terrebonne, State of Louisiana, do hereby certify that the mortgage records of this Parish disclose no mortgages, liens, privileges or other encumbrances in the name of:

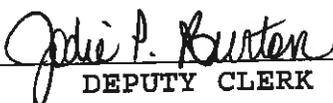
EROSION CONTROL SERVICES OF SIMMESPORT, LLC
AS CONTRACTOR

STATE OF LOUISIANA,
DEPARTMENT OF NATURAL RESOURCES
AS OWNER

bearing upon and affecting that certain Contract Between Owner and Contractor and Performance and Payment Bond dated October 22, 2009, by and between EROSION CONTROL SERVICES, as Contractor and STATE OF LOUISIANA, DEPARTMENT OF NATURAL RESOURCES, as Owner, for the job generally described as: FOR WHISKEY ISLAND BACK BARRIER VEGETATIVE PLANTINGS, TERREBONNE PARISH FOR DEPARTMENT OF NATURAL RESOURCES. Said Contract was filed for record November 4, 2009, in Mortgage Book No. 2227, 23, Entry No. 1334837.

I HEREBY FURTHER CERTIFY that a Notice by Owner of Acceptance of Work dated June 18, 2010, substantially accepting the work covered by the Contract quoted above on this certificate. Said Notice by Owner of Acceptance of Work was filed for record October 14, 2010, in Mortgage Book No. 2313, folio 794, Entry No. 1358558.

IN TESTIMONY WHEREOF, witness my hand and official seal at Houma, Parish of Terrebonne, Louisiana, this 20th day of December, 2010, at 8:30 o'clock A.M.


DEPUTY CLERK OF COURT