BID DOCUMENTS
FOR

SHELL ISLAND WEST NRDA RESTORATION - VEGETATIVE PLANTINGS PROJECT (BA-111)

PLAQUEMINES PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

APRIL 2017

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ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Thursday, June 15, 2017.**

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

FOR: **Shell Island West NRDA Restoration – Vegetative Plantings Project**
Plaquemines Parish, Louisiana

PROJECT NUMBER: **BA-0111**

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

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

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

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
at **10:00 am on Wednesday, May 31, 2017 at CPRA, 150 Terrace Avenue, 1st Floor Conference Room (152), Baton Rouge, LA 70802**

It is the responsibility of all potential bidders to visit the job site to assess the location, logistics, and site conditions prior to bidding. Bidders are encouraged to visit the project site(s), but no official site visit is planned.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction, Subclassification: Landscaping, Grading & Beautification or Specialty, Subclassification: Coastal Restoration & Habitat Enhancement or Specialty, Subclassification: Seeding, Sodding, Load & Soil Stabilization, Erosion Control, Sheet Piling.** In accordance with LA. R.S. 37:2163(D), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Two Hundred and Fifty (250)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **One Thousand, Six Hundred and Forty Dollars ($1,640.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

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

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

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

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

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

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

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

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

ARTICLE 2

PRE-BID CONFERENCE

2.1 A MANDATORY Pre-Bid Conference shall be held at the time and location described in the Advertisement for Bids The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the

Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the entire Pre-Bid Conference will be considered to have not attended.

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

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

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

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

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

for any other use.

4.2 Interpretation or Correction of Bid Documents

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

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids, to reach him at least seven (7) days prior to the date for receipt of bids.

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

4.3 Substitutions

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

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

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

4.4 Addenda

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

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

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

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

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

Protection and Restoration Authority.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

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

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

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

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

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

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

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

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

5.1.9 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

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

(a) Signature on bid is that of any corporate officer listed on most current annual report on file with Secretary of State, or signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the Secretary of State.

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

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

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

5.2 Bid Security

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

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

Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

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

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

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

5.3 Submission of Bids

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

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

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

Bids sent by express delivery shall be delivered to:

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

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

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

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

5.4 Modification or Withdrawal of Bid

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

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

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

Instructions to Bidders.

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

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

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

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

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

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

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

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

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana,

which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Coastal Protection and Restoration Authority.

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

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

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

LOUISIANA UNIFORM PUBLIC WORKS BID FORM

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

BID FOR: Shell Island West
NRDA Restoration -
Vegetative Plantings
Project (BA-111)
(Owner to provide name of project and other identifying information)

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

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

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

_____ Dollars ($ _____)

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

Additive Alternate No. 1 *(Not Applicable)* for the sum of:

Not Applicable Dollars ($ Not Applicable)

Additive Alternate No. 2 *(Not Applicable)* for the sum of:

Not Applicable Dollars ($ Not Applicable)

Additive Alternate No. 3 *(Not Applicable)* for the lump sum of:

Not Applicable Dollars ($ Not Applicable)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

LOUISIANA UNIFORM PUBLIC WORKS BID FORM
UNIT PRICE FORM

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

BID FOR: Shell Island West
NRDA Restoration -
Vegetative Plantings
Project (BA-111)
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Smooth Cordgrass –Plugs (TS-1010)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	7,218	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Seashore Paspalum – Four-Inch Container (TS-1020)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	7,764	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Bitter Panicum – Four-Inch Container (TS-1030)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	54,000	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Gulf Blue Stem – Four-Inch Container (TS-1040)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	10,800	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Sea Oats – Gallon Container (TS-1050)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	7,764	EACH		

DESCRIPTION:	☐Base Bid or ❑ Alt.# ___ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	☐Base Bid or ❑ Alt.# ___ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	☐Base Bid or ❑ Alt.# ___ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Wording for "DESCRIPTION" is to be provided by Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

BID BOND

FOR

COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

_____

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

_____	_____
PRINCIPAL (BIDDER)	SURETY
BY: _____	BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER	AGENT OR ATTORNEY-IN-FACT (SEAL)

Name of Project **Project No.**

SHELL ISLAND WEST NRDA RESTORATION - VEGETATIVE PLANTINGS PROJECT **BA-111**

STATE OF LOUISIANA

PARISH OF PLAQUEMINES

ATTESTATIONS AFFIDAVIT

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

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

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

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

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

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

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

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

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

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

Name of Project	Project No.
SHELL ISLAND WEST NRDA RESTORATION - VEGETATIVE PLANTINGS PROJECT	**BA-111**

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

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

_____	_____
NAME OF BIDDER	**NAME OF AUTHORIZED SIGNATORY OF BIDDER**
_____	_____
DATE	**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER/AFFIANT

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

_____

Notary Public

FOR INFORMATION ONLY

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

CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

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

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

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

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

in strict accordance with Contract Documents prepared by Owner.

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

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

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

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

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

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

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

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

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

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

WITNESSES:

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

_____ BY: _____
Michael Ellis, Executive Director

_____

_____ BY: _____

_____

SURETY: _____

_____ BY:_____
ATTORNEY IN FACT

_____

_____
ADDRESS

_____
TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

PROJECT NO.: BA-111
NAME: SHELL ISLAND WEST
NRDA RESTORATION -
VEGETATIVE PLANTINGS PROJECT
LOCATION: EMPIRE, LOUISIANA

A F F I D A V I T

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

PART I.

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

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

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

PART II.

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

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

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

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

_____
AFFIANT

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

_____
NOTARY

PART I GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

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

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

a. Acceptance: A written approval from the Engineer which certifies that specific items of work in the Contract have been completed and/or obligations have been fulfilled by the Contractor.

b. Addenda: Those written or graphic documents which are issued prior to opening of Bids in accordance with the Bidding Requirements and clarify or change the bidding requirements or the proposed Contract Documents.

c. Application of Payment: That form which is used by the Contractor to request partial and final payment and is deemed acceptable to the Owner. It shall be accompanied by any supporting documentation required by the Contract Documents.

d. A.S.T.M.: American Society for Testing and Materials.

e. Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.

f. Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.

g. Bidding Requirements: The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.

h. Change Order: A written order which is submitted to the Contractor, signed by the Owner, and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.

i. Claim: A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.

j. Contract: The written agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to also include all Contract Documents.

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

l. Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Contract.

m. Contract Time: The number of calendar days specified in the Contract for completion of the Work, together with any extensions authorized through change orders.

n. Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.

o. Contracting Agency: The State of Louisiana, Coastal Protection and Restoration Authority (CPRA).

p. Day: When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.

q. Design Report: A written report by the Engineer which provides the design methodology for the Work.

r. Effective Date of the Contract: The date indicated in the Contract on which it becomes effective.

s. Engineer: The State of Louisiana, Coastal Protection and Restoration Authority, or its designee.

t. Equipment: All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.

u. Extension of Contract: Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Coastal Protection and Restoration Authority in the form of a Change Order.

v. Federal Sponsor: The federal agency which has been tasked, if applicable, to manage the implementation of the project.

w. Field Order: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

x. Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.

y. Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

z. Materials: Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.

aa. Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.

bb. Notice of Award: A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Payment and Performance Bond and Non-Collusion Affidavit.

cc. Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.

dd. Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.

ee. Performance and Payment Bond: The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.

ff. Plans: That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.

gg. Project Site: The location where the Work is to be performed as stated in the Contract Documents.

hh. Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.

ii. Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.

jj. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.

kk. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.

ll. Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto.

mm. State: The State of Louisiana.

nn. Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.

oo. Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.

pp. Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.

qq. Successful Bidder: The lowest responsible Bidder whom the Owner makes an award.

rr. Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.

ss. Surety: The corporate body, licensed to do business in Louisiana, bound with and for the Contractor's primary liability, and engages to be responsible for payment of all obligations pertaining to acceptable performance of the Work contracted.

tt. Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.

uu. Work: All work specified herein or indicated on the Plans.

vv. Work Plan: A written plan by the Contractor that details how the Work will be provided including layout drawings, projected schedule (Initial Progress Schedule), and a list of labor hours, materials, and equipment.

GP-2 BID REQUIREMENTS

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

2.1. Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;

2.2. Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;

2.3. Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;

2.4. Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;

2.5. Submit a written notice to the Engineer within three (3) days regarding any conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and

2.6. Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

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

GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

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

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

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

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

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

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

GP-5 PRE-BID CONFERENCE AND SITE VISIT

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

A site visit may also be held at the Project Site as specified in the Advertisement For Bids or at the Pre-Bid conference. If held, bidders will be required to furnish their own transportation to the Project Site.

Representatives of the Owner and Engineer will attend the Pre-Bid conference and site visit, if held, to discuss the Work.

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

GP-6 NOTICE OF AWARD

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

GP-7 NOTICE TO PROCEED AND CONTRACT TIME

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

GP-8 WORK PLAN

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

a. Typical report form for the Bi-Weekly Progress Meeting;

b. Typical form for Daily Progress Report;

c. Hurricane and Severe Storm Plan;

d. Site-specific Health and Safety Plan;

e. The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).

f. The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;

g. Shop drawings, test results, and sample submittals;

h. Survey layout and stakeout;

i. All supplemental items specified in the Special Provisions.

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

GP-9 PROGRESS SCHEDULE

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

a. All of the elements in the Work Plan, including updates;

b. A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;

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

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

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

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

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

GP-10 DAILY PROGRESS REPORTS

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

a. Date and signature of the author of the report;

b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;

c. Field notes of all surveys;

d. Notes on all inspections;

e. Details of Health and Safety meetings;

f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;

g. Condition of all navigation aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;

h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);

i. The amount of time lost to severe weather or personnel injury, etc;

j. Notes regarding compliance with the Progress Schedule;

k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

GP-11 HURRICANE AND SEVERE STORM PLAN

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

a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.

b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.

c. Equipment list with details on their ability to handle adverse weather and wave conditions.

d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.

e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.

f. Method of securing equipment at the safe harbors or ports.

g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.

h. Methods which will be used to secure equipment left onsite during adverse weather conditions.

i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.

j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.

k. Communications protocol with local law enforcement and fire and rescue agencies.

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

GP-12 HEALTH AND SAFETY PLAN AND INSPECTIONS

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

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

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

GP-13 PROGRESS MEETINGS AND REPORTS

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

GP-14 PRE-CONSTRUCTION CONFERENCE

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

GP-15 CONTRACT INTENT

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

GP-16 ENGINEER AND AUTHORITY OF ENGINEER

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

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

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

GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

The Contract Documents may be clarified or amended by the Engineer to account for additions, deletions, and revisions to the Work after the Effective Date of the Contract. The clarifications and amendments shall be addressed by either a Change Order or a written clarification by the Engineer. The Contractor shall not

proceed with the Work until the Change Order or clarification has been issued by the Engineer. The Contractor shall not be liable to the Owner or Engineer for failure to report any such discrepancy unless the Contractor had reasonable knowledge.

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

a. Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or

b. Any conflict, error, ambiguity, or discrepancy between the Bid Documents and the provision of any Law or Regulation applicable to the performance of the Bid; or

c. Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or

d. Instructions by a supplier.

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

GP-19 SUBCONTRACTS

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

GP-20 WORKERS, METHODS, AND EQUIPMENT

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

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

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

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

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

a. It is at least equal in quality, durability, appearance, strength, and design characteristics;

b. There is no increase in any cost including capital, installation, or operating to the Owner;

c. The proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

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

GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

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

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

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

The Contractor shall protect all land monuments, State and United States bench marks, geodetic and geological survey monuments, and property markers from disturbance or damage until an authorized agent

has witnessed or otherwise referenced their location. The Contractor shall also provide protection for all public and private property including trees, utilities, pipes, conduits, structures, etc. These items shall not be removed unless directed by the Engineer.

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

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

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

GP-24 LAND RIGHTS

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

GP-25 UTILITIES

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

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

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

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

GP-26 PERMITS

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

GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

A Resident Project Representative shall be assigned by the Engineer to the Project Site to observe the Contractor and monitor the progress and manner in which the Work is being performed. The Resident Project Representative will also report to the Engineer and Contractor whenever materials or Work fail to comply with the Contract. The Resident Project Representative is authorized to reject any materials or suspend work which does not comply with the Contract until the issue is resolved by the Engineer.

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

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

the Work. The Contractor shall be responsible for proper execution of the Work according to the layouts after receiving verification from the Engineer.

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

GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

GP-32 ENVIRONMENTAL PROTECTION

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

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

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

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

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

GP-33 SANITARY PROVISION

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

GP-34 PAYMENT OF TAXES

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

GP-35 RADIO AND TELEPHONES

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

GP-36 NAVIGATION

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

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

b. The Inland Navigation Rules Act of 1980 (Public Law 96-591, 94 Stat. 3415, 33 U.S.C. 2001-2038).

These rules can be found on the Internet at:
http://www.navcen.uscg.gov/mwv/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 regulated by the USCG shall have the required USCG documentation that is current before being placed in service. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be made available to the Owner and Engineer and a copy shall be on board the vessel. All officers and crew shall possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.
All dredges and quarter boats not subject to USCG inspection and certification or not having a current ABS classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least 5 years' experience in commercial marine plant and equipment. The inspection certificate shall be posted in a public area on board each dredge and/or quarter boat.

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

GP-39 RECORD KEEPING

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

GP-40 CERTIFICATES OF COMPLIANCE

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

GP-41 SUBMITTALS

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

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

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

GP-42 CLAIMS FOR EXTRA COST

The Contractor is expected to complete the Work according to the Contract Price specified in the Bid Documents. If the Contractor deems additional compensation is due for work, materials, delays or other additional costs/or expenses not covered in the Contract or not ordered as extra work, the Contractor shall give the Engineer written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Contractor shall justify the claim for extra cost by providing supporting data and calculations. The Engineer shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments of the

Contract in accordance with GP-43. If no written claim is made within this fourteen (14) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

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

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

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

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

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

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

GP-44 EXTENSION OF CONTRACT TIME

The Contractor is expected to complete the Work within the Contract Time specified in the Bid Documents. A legitimate increase of the Contract time may be requested by the Contractor throughout the course of the Work. This Claim must be submitted to the Engineer in writing within fourteen (14) days of the event which caused the time delay to the Contractor. If an extension of Contract Time involves an increase in Contract Price, both claims shall be submitted together. The Contractor shall justify the increase of the Contract Time

in the Claim using supporting data and calculations. The Engineer may deny the claim if there is insufficient information to make a determination. If the Claim is approved, the Engineer shall issue a Change Order within thirty (30) days of the Claim. The Contract Time shall be increased on a basis that is commensurate with the amount of additional or remaining Work. For example, the Contract Time can be increased where the number of actual adverse weather days exceeds the number of days estimated in the Contract.

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

45.1 TERMINATION FOR CAUSE

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

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

b. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or

c. The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or

d. The Work is discontinued; or

e. The Work is not completed within the Contract Time or time extension; or

f. Work is not resumed within a reasonable time after receiving a notice to continue; or

g. The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

h. The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or

i. The Contractor makes an assignment for the benefit of creditors; or

j. The Work is not performed in an acceptable manner.

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

45.2 TERMINATION FOR CONVENIENCE

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not

performed. In the event it is determined that the Contractor was wrongfully terminated for cause, pursuant to Section GP 45.1 above, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

GP-46 TEMPORARY SUSPENSION OF WORK

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

GP-47 NON-CONFORMING AND UNAUTHORIZED WORK

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

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

GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

GP-49 BREACH OF CONTRACT

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

GP-50 NO WAIVER OF LEGAL RIGHTS

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

GP-51 LIABILITY FOR DAMAGES AND INJURIES

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

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

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

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

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

GP-53 SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

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

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

GP-54 FINAL INSPECTION AND ACCEPTANCE

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

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

GP-55 AS-BUILT DRAWINGS

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

GP-56 COMPLETION OF CONTRACT

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

GP-57 CONTRACTOR'S GUARANTEE

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

a. The guarantee shall exclude defects or damage caused by:

   1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or

   2 Wear and tear under normal usage.

b. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:

   1 Observations by the Owner or Engineer; or

   2 Recommendations by the Engineer or payment by the Owner; or

   3 Use of the Work by the Owner; or

   4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or

   5 Any inspection, test, or approval by others; or

   6 Any correction to non-conforming work by the Owner.

GP-58 DISPUTE RESOLUTION

The parties shall use their best efforts to resolve all disputes in an amicable fashion. Prior to filing suit by either party with respect to any claims, or disputes arising between the parties, the disputes shall be submitted

first to non-binding mediation. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties cannot agree to a private mediator, then the mediator shall be selected by the American Arbitration Association, upon the filing of a demand for mediation.

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

GP-59 PAYMENT

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

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

A Subcontractor Report (Appendix D, Attachment D1) should be submitted by the Contractor with each request for partial payment, to be used for informational purposes only by CPRA.

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

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

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

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

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

GP-60 PAYMENTS WITHHELD

In addition to the percentage provided for in Section GP-58 of these General Provisions and in accordance

with any other provision of this Contract, the Owner may withhold such amounts from any payment as may be necessary to protect himself from loss on account of:

a) Defective work not remedied;

b) Claims filed or reasonable evidence indicating probable filing of claims;

c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;

d) Reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover damages for the anticipated delay;

e) A reasonable doubt that the contract can be completed within the time period remaining under the contract;

f) Damage to another contractor;

g) Failure to submit required reports; or

h) Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

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

GP-61 LIENS

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

GP-62 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

obligations when applicable, shall be grounds for termination of the Contract.

GP-63 ANTI-KICKBACK CLAUSE

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

GP-64 SUSPENSION/DEBARMENT

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

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

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

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

GP-65 LOUISIANA FIRST HIRING ACT

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

1 The number and types of jobs anticipated for the Work.

2 The skill level of the jobs anticipated for the Work.

3 The wage or salary range for each job anticipated for the Work.

4 Methods, if any, that the Contractor will use to recruit unemployed persons or person employed in low wage jobs to fill job openings for the Work.

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Work to be performed is located in Plaquemines Parish, Louisiana, on the remnants of the east island that once comprised Shell Island, located immediately north and west of the Empire Waterway Jetties.

The Project Site is accessible by boat or air. The nearest boat launch is located in Empire, La off of Hwy. 11, which is approximately 8.0 miles north-northeast of the project area. A vicinity map and project map have been included on the Plans.

SP-2 WORK TO BE DONE

This Contract will provide for the planting of native coastal plants on the newly created dune platform to establish emergent vegetation.

The Work to be performed under these Plans and Specifications consists of furnishing all plants, equipment, labor and materials for performing all Work required for the planting of the dune platform at the Project Site including mobilization, demobilization, and other related work.

Under the Bid of this Contract, the Contractor shall supply, transport, store, and plant approximately 7,218 vegetative plugs of Smooth Cordgrass (Spartina alterniflora 'Vermilion'), 7,218 four (4) inch containers of Seashore Paspalum (Paspalum vaginatum 'Brazoria'), 54,000 four (4) inch containers of Bitter Panicum (*Panicum amarum*, var. *amarum* 'Fourchon'), 10,800 four (4) inch containers of Gulf Bluestem (Schizachyrium maritimum 'Timbalier') and 7,764 one (1) trade gallon container of Sea Oats (*Uniola paniculata* 'Caminada') plants along the newly created marsh and dune platforms as specified. Date and time for delivery and planting shall be coordinated with the Engineer.

Bidders are required to examine the Project Site of Work. Investigation of the Project 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.

1.1.1 The Contractor shall become familiar with the location and conditions of the Project Site. 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;

1.1.2 The Contractor is advised to visit the Project 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 Project 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 Project Site and completing the Work as specified;

1.1.3 No dredging for site access, mobilization, or any other reason shall be allowed.

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

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

Milestone	Location or Recipient	Date Due	Specification
Advertisement For Bids	Publications	As advertised	N/A
Mandatory Pre-Bid Conference	Provided in Advertisement for Bids	As advertised	Advertisement for Bids
Questions on Bid Documents	Deliver to CPRA	As Announced at Pre-Bid Conference	GP-5
Effective Date of Contract	Contractor and Owner	Stated in Contract	Contract
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed	GP-7
List of Subcontractors	Submit to Engineer	Prior to awarding subcontracts	GP-19
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference	GP-8
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, bi-weekly thereafter	GP-9
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after Notice to Proceed is issued	GP-14
Progress Meetings and Reports	At Project Site	Bi-weekly or as determined at the Pre-Construction Conference	GP-13, GP-39
Date(s) the Plants are on Premises	Submit to Engineer	30 days after receipt of Notice to Proceed	SP-4
Dates of Salt-Hardening	Submit to Engineer	2 weeks prior to salt-hardening	SP-4
Delivery Slips	Submit to Engineer or Resident Project Representative	Upon arrival to Project Site	SP-4
Final Inspection and Acceptance	Submit to Engineer	Upon completion of Work	GP-54
Written Notice of Completion of Work	Deliver to Engineer	Upon completion of Work	GP-53
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer	GP-55
End of Contract Time	At Project Site	250 calendar days after Notice to Proceed	Instructions to bidders

SP-4 DELIVERABLES

4.1 Prior to Construction

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

4.1.1.1 Work Plan as specified in GP-8;

4.1.1.2 Progress Schedule as specified in GP-9;

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

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

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

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

4.1.2.1 The date all plant materials are on the premises of the nursery or nurseries;

4.1.2.2 The anticipated dates that salt-hardening shall be commenced and completed;

4.1.2.3 The anticipated date(s) for site layout and staking;

4.1.2.4 The anticipated initiation of delivery and planting operations at the work location;

4.1.2.5 The estimated duration of planting operations;

4.1.2.6 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.

4.2 Weekly Submittals

4.2.1 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 Engineer at the weekly progress meeting, unless otherwise instructed by the Engineer;

4.2.2 If the Contractor fails to comply with any of the stipulations as stated in GP-8, the Engineer 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.

4.3 Post Planting

The Contractor shall contact the Engineer by phone or email, a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the final inspection and gain Acceptance by the Engineer. The following documents shall also be submitted to the Engineer:

4.3.1 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;

4.3.3 Copy of the Contract Documents at the site in proper order and marked to show all Field and Change Orders made by the Owner;

4.3.4 A minimum of thirty-six (36) digital color images (sized large with a 300 dpi resolution) taken during planting. The images shall clearly cover the entire footprint of the project and be taken from the same angle and distance from the project. The images shall be accompanied with a descriptive sheet which list by number, each of the images along with text identifying the project name, location, month, day, and year of the image; and a brief description of the image's content;

4.3.5 As-built drawings indicating the location(s) of rows by plant species. A GPS point at the beginning and ending of each row by species is required.

SP-5 CONTACT INFORMATION

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

Coastal Protection and Restoration Authority (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70801
Attn: Renee McKee
Phone: 225-342-0811
Fax: 225-342-4674
Email: cpra.bidding@la.gov

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

CPRA Project Engineer
Shane Faust
P.O. Box 4407
Baton Rouge, Louisiana 70804-4027
Phone: 225-342-4599
E-mail: shane.faust@la.gov

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

SP-6 LANDOWNER REQUIREMENTS

The Owner has obtained temporary easement, servitude, and right-of-way agreements required for construction of the Project. The agreements executed with landowners for the Work at the site contain special requirements pertaining to access routes and insurance. The Contractor shall abide by stipulations set forth by the respective landowners (Grantors). The Contractor shall work cooperatively with the Owner to address the notification and coordination requirements with the landowners.

SP-7 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-8 WORK PLAN SUPPLEMENTAL

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

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 Project Site;

8.6 The Contractor’s proposed method of salt-hardening plants and watering plants prior to planting;

8.7 The estimated Work Schedule that shows 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:

8.7.1 The date all plant materials are on the premises of the nursery or nurseries;

8.7.2 The anticipated dates that salt-hardening shall be commenced and completed;

8.7.3 The anticipated date(s) for the site layout and staking;

8.7.4 The anticipated initiation of delivery and planting operations at the work location;

8.7.5 The estimated duration of planting operations.

The Work Plan shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in Special Provisions. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the plan.

SP-9 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of one-thousand, six hundred and forty dollars ($1,640) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-10 COMMENCEMENT, EXECUION 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-11 TIME EXTENTIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with GP-9 and GP-44. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:

11.1 The weather experienced at the Project Site during the Contract Time must be found to be unusually severe; that is, more severe than the adverse weather anticipation for the Project Site during any given month as listed in GP-9;

11.2 The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor. Throughout the Contract, the Contractor will record on the Daily Progress Report, the actual occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month) be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of anticipated days, the Engineer may grant an extension of Contract Time, giving full consideration for equivalent fair weather work days, in accordance with GP-44.

SP-12 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 Engineer, the Federal Sponsor, and the Resident Project Representative throughout the Work.

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, seven (7) days per week. The schedule for dates, times, and pickup location for transportation shall be arranged by the Engineer with the Contractor prior to mobilization.

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

SP-13 COLONIAL NESTING BIRD'S HABIAT AREAS

In order to ensure that colonial nesting birds are not adversely affected by the planting activities, the Contractor shall comply with the protection conditions as required by the Federal, State, and local regulations including, but not limited to, those specified in the Permits.

An initial bird survey will be performed prior to planting by the Owner. Planting layout is subject to change if nesting birds are discovered. Vegetation shall not be established within nesting areas for colonial nesting birds which inhabit the marsh.

The Contractor shall patrol the Project Site twice daily for the entirety of the Work to identify any nesting birds. In the event the Contractor discovers any evidence of nest or eggs of any protected bird species, the Contractor shall cease work in the vicinity of the nest or eggs and shall immediately notify the Engineer. Nesting habitat areas shall be identified and staked by the Contractor as directed by the Engineer. The Contractor shall avoid planting in or traversing all areas flagged, marked, or identified as colonial nesting birds habitat areas.

Also, in the event that the Contractor discovers any evidence of nests or eggs, abatement measures should be deployed. Passive measures such as the placement of filter cloth or orange fencing material may detour birds from nesting. If unsuccessful, other measures such as dogs or continual human presence should be used. More aggressive methods of hazing (i.e., cannons, flares) could also be used if necessary.

Timing, persistence, organization, and diversity of abatement measures are crucial in deterring nesting birds from establishing active nesting colonies. All abatement techniques/methods should be coordinated with the Engineer prior to use. To increase the effectiveness of the nesting prevention program, a combination of abatement measures should be employed. Additionally, the types of abatement measures, as well as their spatial and temporal deployment, should be changed frequently to reduce the chances that nesting birds become habituated to the abatement methods.

SP-14 SITE ACCESS

The Project Site is located in Plaquemines Parish, Louisiana, on the remnants of the east and west islands that once comprised Shell Island. Shell East is located immediately north and west of the Empire Waterway Jetties. Shell West is located west of Coupe Bob from Shell East and east of Grand Bayou Pass (now closed). The Contractor shall be responsible for locating and securing a boat launch and staging area for equipment and plants.

The Contractor shall visit the Project 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 Engineer 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 Project 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 Engineer and demobilization.

SP-15 OYSTER LEASE RESTRICTIONS

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

SP-16 PLANT MATERIAL REQUIREMENTS

16.1 All plants shall be obtained from a Louisiana licensed nursery grower. All plants shall be 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 Engineer prior to delivery of the plants to the project site;

16.2 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;

16.3 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 Engineer;

16.4 Within thirty (30) days following the receipt of the Notice to Proceed, the Contractor shall notify, in writing to the Engineer, 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 Engineer in writing;

16.5 Plants shall be free of defects, disfiguring, sun scalding, diseases, insects, insect eggs, borers, or other forms of infections or infestation;

16.6 Plants shall be viable and actively growing as indicated by a proliferation of new root development within the container. Plants must show sufficient growth so that a soil root-ball remains formed when the plant is removed from the container. No plants shall be loose in containers;

16.7 Plants appearing discolored, shriveled, dehydrated or otherwise damaged will be rejected and shall be removed and replaced immediately at the Contractor's expense. Plants not meeting specifications or

not installed in compliance with the Contract shall be replaced and replanted according to the specifications at the Contractor's expense;

16.8 The Contractor and the nursery (or nurseries) shall make available for inspection to the Engineer, Federal Sponsor and/or their Resident Project Representatives, the specified plants that are to be used for this project;

16.9 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 Engineer and/or Resident Project Representative and shall be removed and replaced immediately at the Contractor's expense;

16.10 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 Engineer and/or its Resident Project Representative at time of plant delivery;

16.11 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.

SP-17 FUNDS WITHHELD

The Contractor shall make all reasonable effort to supply or acquire the full amount of each of the plant species in the Louisiana Public Works Bid Form. 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 they were unable to provide the plants numbers in the Louisiana Public Works Bid Form, a waiver may be considered.

SP-18 INSURANCE AND BONDS

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

18.1 Minimum Scope and Limits of Insurance

18.1.1 Worker's Compensation

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

A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

18.1.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

Initial Contract Amount	**Minimum Insurance**
Up to $1,000,000	**$1,000,000**
From $1,000,001 to $2,000,000	**$2,000,000**
Over $2,000,000	**$5,000,000**

18.1.3 Automobile and Watercraft Liability

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

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

18.1.4 Excess Umbrella

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

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

Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than $1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work

under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

18.1.6 Deductibles and Self-Insured Retentions

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

18.2 Other Insurance Provisions

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

18.2.1.1 Worker's Compensation and Employers Liability Coverage

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

18.2.1.2 General Liability Coverage

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

18.2.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance;

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

18.2.1.3 All Coverages

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

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

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

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

18.2.2 Acceptability of Insurers

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

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

18.2.3 Verification of Coverage

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

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

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

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

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

18.2.4 Subcontractors

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

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

18.2.5 Worker's Compensation Indemnity

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

18.2.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

18.3 Performance and Payment Bond

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

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

SP-19 EMPLOYEE WHISTLEBLOWER PROTECTION

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

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

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

END OF PART II – SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-1000 MOBILIZATION AND DEMOBLIZATION

1000.1 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:

1010.1.1 Fuel, lubrication, maintenance and repair of equipment;

1010.1.1 Temporary construction facilities;

1010.1.1 Movement of all equipment and material to and from the project sites.

1000.2 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.

1000.3 Measurement and Payment: All costs connected with mobilization and demobilization of the entire Contractor's plant, equipment, personnel, and those of his Subcontractors and other such costs as may be denoted in the Contract Documents for the project area shall be considered incidental to the Work and shall be performed at no direct pay.

TS-1010 SMOOTH CORDGRASS - PLUGS

1010.1 Description. 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.

1010.1.1 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.

1010.1.2 Foundation material as it related to *Spartina alterniflora* 'Vermilion' and this Contract is defined as and **shall meet all three of the following**:

1010.1.2.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

1010.1.2.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

1010.1.2.3 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.

1010.1.3 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.

1010.1.4 Foundation Material for nursery propagation can be obtained from:

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

1010.2 Plant Size. 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.

1010.2.1 All vegetative plug transplants shall consist of multi-stemmed, bare-root material, and shall meet the following specifications:

1010.2.1.1 Vegetative plug transplants shall not be dug earlier than seventy two (72) hours prior to the time of delivery to the planting site.

1010.2.1.2 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 Engineer to confirm the suitability of packing materials prior to transporting or delivering any plants.

1010.2.2 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.

1010.3 Salt Hardening: The Smooth Cordgrass 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;

1010.3.1 The Smooth Cordgrass plants are to be salt-hardened at increments of no more than five (5) parts per thousand per week;

1010.3.2 The Contractor shall inform the Engineer, 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.

1010.4 Fertilization: Smooth Cordgrass plugs shall not be fertilized.

1010.5 Plant Installation. 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 as shown on the Plans.

1010.5.1 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 receive 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.

1010.5.2 The Engineer and/or its Resident Project Representative reserve the right to reject any plant material not meeting minimum specifications.

1010.5.3 The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Smooth Cordgrass shall be planted on three (3) foot centers with rows three (3) foot apart. The Engineer 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.

1010.6 Measurement and payment. Payment for this item will be made at the contract unit price per each for Bid Item No. 1, "Smooth Cordgrass – Plugs (TS-1010)" which price and payments shall constitute compensation for furnishing all overhead, profit, labor, materials, equipment for installation, and any other cost incidental to performing all Work as specified herein. No payment shall be made for plants that are rejected or damaged due to fault or negligence by the Contractor.

TS-1020 SEASHORE PASPALUM – FOUR-INCH CONTAINER

1020.1 Description: Acceptable Seashore Paspalum 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 *Paspalum vaginatum* 'Brazoria'. For this project, Seashore Paspalum 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.

1020.1.1 The plant species *Paspalum vaginatum* 'Brazoria' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow Plants Material Center (PMC) in 1989.

1020.1.2 Foundation material as it related to *Paspalum vaginatum* 'Brazoria' and this Contract is defined as and **shall meet all three of the following**:

1020.1.2.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

1020.1.2.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

1020.1.2.3 Vegetative propagules subsequently produced as direct 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.

1020.1.3 The Contractor shall provide official documentation that the nursery providing plant material has received foundation material for *Paspalum vaginatum* 'Brazoria' from the Golden Meadow PMC;

1020.1.4 Foundation Material for nursery propagation can be obtained from:

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

1020.2 Plant Size: Each four (4) inch container of *Paspalum vaginatum* 'Brazoria' shall have a minimum of six (6) live and actively growing primary stems per individual cell and have a minimum stem height of six (6) 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:

1020.2.1 The origin of the stolon's point of attachment is below the soil surface;

1020.2.2 The stolon has developed its' own primary root system below the soil's surface;

1020.2.3 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.

1020.3 Containers: 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 (3-½) inches deep. Containers shall be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

1020.4 Fertilization: Seashore Paspalum plants shall be fertilized with one (1) 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 or more than 30 percent nitrogen. Each

tablet shall be placed within two (2) to four (4) inches from the root ball edge and three (3) inches below normal ground immediately after planting.

1020.5 Plant Installation: 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. When the container is removed, the roots and medium shall be held intact in the same shape and size as the container and shall remain intact throughout the planting installation. 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 as shown on the Plans.

1020.5.1 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 receive 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;

1020.5.2 The Engineer and/or its Resident Project Representative reserve the right to reject any plant material not meeting minimum specifications;

1020.5.3 The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Seashore Paspalum plants shall be planted on five (5) foot centers with rows four (4) foot apart. The Engineer 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.

1020.6 Measurement and payment: Payment for this item will be made at the Contract unit price per each for Bid Item No. 2, "Seashore Paspalum – Four-Inch Container (TS-1020)" which price and payments shall constitute compensation for furnishing all overhead, profit, labor, materials, equipment for installation, and any other cost incidental to performing all Work as specified herein. No payment shall be made for plants that are rejected or damaged due to fault or negligence by the Contractor.

GP-1030 BITTER PANICUM – FOUR-INCH CONTAINER

1030.1 Description: 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.

1030.1.1 The plant species *Panicum amarum* var. *amarum* 'Fourchon' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow;

1030.1.2 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:

1030.1.2.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

1030.1.2.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

1030.1.2.3 Vegetative propagules subsequently produced as direct 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.

1030.1.3 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;

1030.1.4 Foundation Material for nursery propagation can be obtained from:

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

1030.2 Plant Size: 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.

1030.3 Containers: 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 (3-½) inches deep. Containers shall be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

1030.4 Fertilization: Each Bitter Panicum, 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 or more than 30 percent nitrogen. Each tablet shall be placed within two (2) to four (4) inches from the root ball edge and three (3) inches below normal ground immediately after planting.

1030.5 Plant Installation: 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. When the container is removed, the roots and medium shall be held intact in the same shape and size as the container and shall remain intact throughout the planting installation. The depth of the planting hole shall be fixed so that the top surface of the plant root ball is two (2) to four (4) inches below normal ground. The planting hole shall be tightly closed around the plant and plants must remain erect after planting as shown on the Plans.

1030.5.1 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 receive 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;

1030.5.2 The Engineer and/or its Resident Project Representative reserve the right to reject any plant material not meeting minimum specifications;

1030.5.3 The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Bitter Panicum shall be planted on five (5) foot centers with rows ten (10) foot apart. The Engineer 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.

1030.6 Measurement and payment: Payment for this item will be made at the Contract unit price per each for Bid Item No. 3, "Bitter Panicum – Four-Inch Container (TS-1030)" which price and payments shall constitute compensation for furnishing all overhead, profit, labor, materials, equipment for installation, and any other cost incidental to performing all Work as specified herein. No payment shall be made for plants that are rejected or damaged due to fault or negligence by the Contractor.

GP-1040 GULF BLUESTEM – FOUR-INCH CONTAINER

1040.1 Description. Acceptable Gulf 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, Gulf 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.

1040.1.1 The plant species *Schizachyrium maritimum* 'Timbalier' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow PMC in 2007.

1040.1.2 Foundation material as it related to *Schizachyrium maritimum* 'Timbalier' and this Contract is defined as and shall meet all three of the following:

1040.1.2.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

1040.1.2.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

1040.1.2.3 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.

1040.1.3 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.

1040.1.4 Foundation Material for nursery propagation can be obtained from:

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

1040.2 Plant Size. Each four (4) inch container of *Schizachyrium maritimum* 'Timbalier' 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:

1040.2.1 The origin of the stolon's point of attachment is below the soil surface,

1040.2.2 The stolon has developed its' own primary root system below the soil surface, and

1040.2.3 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.

1040.3 Containers: 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 (3-½) inches deep. Containers shall be constructed of rigid plastics; paper, polystyrene (Styrofoam), peats, or other biodegradable materials are not acceptable.

1040.4 Fertilization. Each Gulf Bluestem 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 or more than 30 percent nitrogen. Each tablet shall be placed within two (2) to four (4) inches from the root ball edge and three (3) inches below normal ground immediately after planting.

1040.5 Plant Installation. 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. The depth of the planting hole shall be fixed so that the top surface of the plant root ball is two (2) to four (4) inches below normal ground. The planting hole shall be tightly closed around the plant and plants must remain erect after planting as shown on the Plans.

1040.5.1 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 receive 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.

1040.5.2 The Engineer and/or its Resident Project Representative reserve the right to reject any plant material not meeting minimum specifications.

1040.5.3 The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Gulf Bluestem plants shall be planted on various centers with row spacing varying also. The Engineer 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.

1040.6 Measurement and payment. Payment for this item will be made at the Contract unit price per each forbid Item No. 4, "Gulf Bluestem – Four-Inch Container (TS-1040)" which price and payments shall constitute compensation for furnishing all overhead, profit, labor, materials, equipment for installation, and any other cost incidental to performing all Work as specified herein. No payment shall be made for plants that are rejected or damaged due to fault or negligence by the Contractor.

TS-1050 SEA OATS – GALLON CONTAINER

1050.1 Description: 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.

1050.1.1 The plant species *Uniola paniculata* 'Caminada' is a cultivated variety released by the USDA, Natural Resources Conservation Service, Golden Meadow PMC in 2001;

1050.1.2 Foundation material as it related to *Uniola paniculata* 'Caminada' and this Contract is defined as and shall meet all three of the following:

11050.1.2.1 Vegetative germplasm released and maintained by the Natural Resource Conservation Service, Golden Meadow PMC; and

1050.1.2.2 Foundation material provided directly to a nursery from the Golden Meadow PMC; and

1050.1.2.3 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.

1050.1.3 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;

1050.1.4 Foundation Material for nursery propagation can be obtained from:

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

1050.2 Plant Size: 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.

1050.3 Containers: 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 (6-1/2) 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.

1050.4 Fertilization: Each 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 or more than 30 percent nitrogen. Each tablet shall be placed within two (2) to four (4) inches from the root ball edge and three (3) inches below normal ground immediately after planting.

1050.5 Plant Installation: 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. When the container is removed, the roots and medium shall be held intact in the same shape and size as the container and shall remain intact throughout the planting installation. The depth of the planting hole shall be fixed so that the top surface of the plant root ball is two (2) to four (4) inches below normal ground. The planting hole shall be tightly closed around the plant and plants must remain erect after planting as shown on the Plans.

1050.5.1 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 receive 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;

1050.5.2 The Engineer and/or its Resident Project Representative reserve the right to reject any plant material not meeting minimum specifications;

1050.5.3 The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Sea Oat plants shall be planted on five (5) foot centers with rows ten (10) foot apart. The Engineer 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.

1050.6 Measurement and payment: Payment for this item will be made at the contract unit price per each for Bid Item No. 5, "Sea Oats – Gallon Containers (TS-1050)" which price and payments shall constitute compensation for furnishing all overhead, profit, labor, materials, equipment for installation, and any other cost incidental to performing all Work as specified herein. No payment shall be made for plants that are rejected or damaged due to fault or negligence by the Contractor.

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: REQUEST FOR INFORMATION, CHANGE ORDERS, AND ACCEPTANCE

APPENDIX B: OWNER OBTAINED PERMITS

APPENDIX C: LANDOWNERS CONTACT INFORMATION

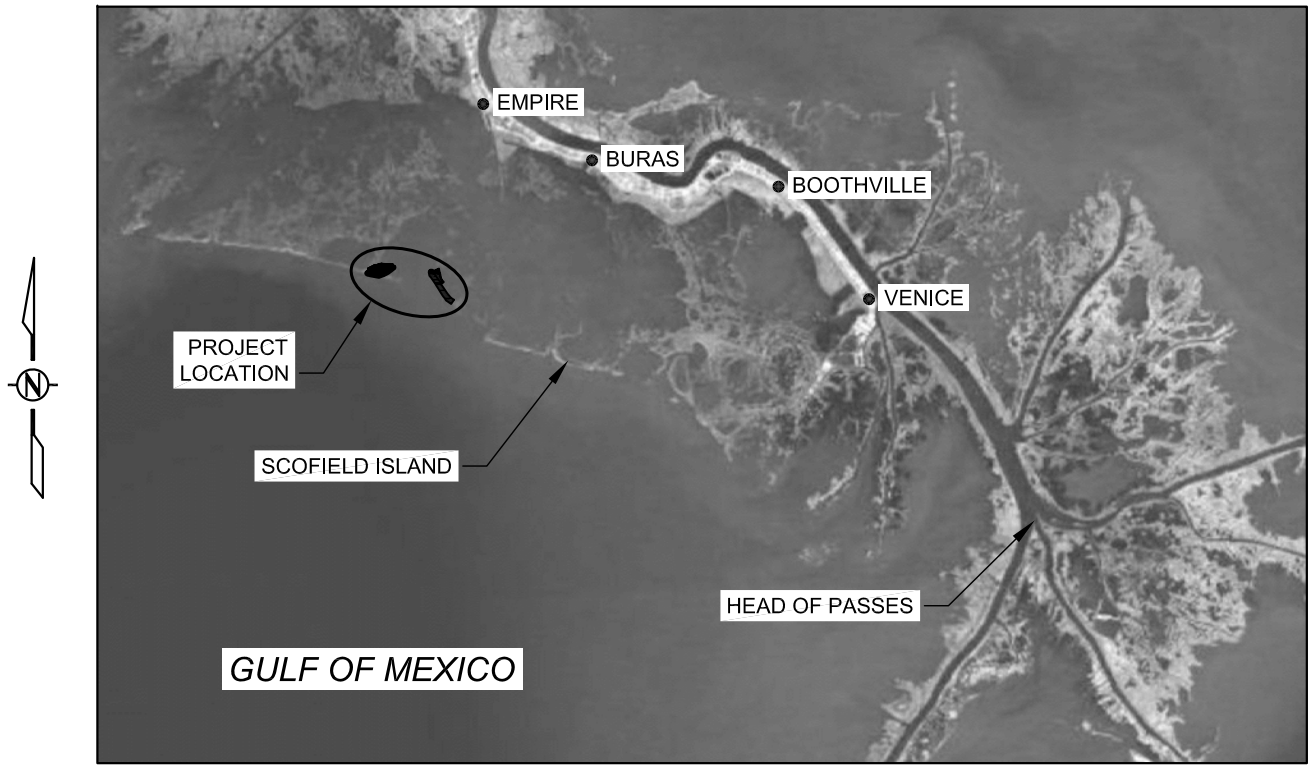
APPENDIX D: SUBCONTRACTOR REPORT

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	WEST LOBE PROJECT LAYOUT
4	EAST LOBE PROJECT LAYOUT
5	TYPICAL SECTIONS
6	PLANTING DETAILS

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

SHELL ISLAND WEST NRDA
RESTORATION VEGETATIVER PLANTING PROJECT
BA-111
PLAQUEMINES PARISH, LOUISIANA



STATE OF LOUISIANA
INSET MAP

LICENSURE CLASSIFICATION REQUIREMENTS

MAJOR CATEGORY: HEAVY CONSTRUCTION

SUBCLASSIFICATION: LANDSCAPING, GRADING & BEAUTIFICATION

OR

MAJOR CATEGORY: SPECIALITY

SUBCLASSIFICATION: COASTAL RESTORATION & HABITAT ENHANCEMENT OR SEEDING, SODDING, LOAD & SOIL STABILIZATION, EROSION CONTROL, SHEET PILING

PRELIMINARY

DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

REV.	DATE	DESCRIPTION	BY

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

TITLE SHEET

SHELL ISLAND WEST NRDA RESTORATION VEGETATIVE PLANTINGS PROJECT

DESIGNED BY: SHANE FAUST

STATE PROJECT NUMBER: BA-111

APPROVED BY: SHANNON HAYNES, P.E.

DRAWN BY: SHANE FAUST

DATE: APRIL 2017

GENERAL NOTES

1. PLANS AND SPECIFICATIONS ARE COMPLEMENTARY; WHAT IS REQUIRED BY ONE IS BINDING AS IF REQUIRED BY ALL. CLARIFICATIONS AND INTERPRETATIONS OF, OR NOTIFICATIONS OF MINOR VARIATIONS AND DEVIATIONS IN THE CONTRACT DOCUMENTS, WILL BE ISSUED BY THE ENGINEER, IF NECESSARY.

2. EXACT LOCATION OF ALL PLANTS SHALL BE DETERMINED ON SITE BY THE ENGINEER DURING PRE-CONSTRUCTION LAYOUT.

3. ALL DISTANCE MEASUREMENTS SHOWN ON THE PLANS ARE APPROXIMATE.

4. NO EQUIPMENT MAY ALTER THE EXISTING CONDITIONS OF THE NEWLY CREATED DUNE PLATFORM OR DISTURB EXISTING VEGETATION.

5. ANY DAMAGE TO EXISTING AIDS TO NAVIGATION SHALL BE REPAIRED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.

6. MEAN HIGH WATER (MHW) AND MEAN LOW WATER (MLW) ARE BASED ON THE TIDE STATION 8761724 AT GRAND ISLE, EAST POINT. ELEVATIONS ARE REFERENCED TO NAVD 88, US FEET.

7. ALL EQUIPMENT SHALL BE FLOATING AT ALL TIMES DURING TRANSIT TO AND FROM THE PROJECT SITE.

SUMMARY OF ESTIMATED QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	SMOOTH CORDGRASS - PLUGS (TS-1010)	EACH	7,218
2	SEASHORE PASPALUM - FOUR-INCH CONTAINER (TS-1020)	EACH	7,218
3	BITTER PANICUM - FOUR-INCH CONTAINER (TS-1030)	EACH	54,000
4	GULF BLUE STEM - FOUR-INCH CONTAINER (TS-1040)	EACH	10,800
5	SEA OATS - GALLON CONTAINER (TS-1050)	EACH	7,764

QUANTITIES SHOWN ARE FOR BID PURPOSES ONLY AND WERE CALCULATED ACCORDING TO CONDITIONS SURVEYED IN AUGUST 2010. THE OWNER RESERVES THE RIGHT TO ADJUST QUANTITIES HIGHER OR LOWER WITHOUT ADJUSTMENT OF THE UNIT PRICE.

ACRONYMS:

	CMF	CONSTRUCTED MARSH FILL
	ECD	EARTHEN CONTAINMENT DIKE
	CDF	CONSTRUCTED DUNE FILL
— — —	EB	EXISTING BOTTOM

REV.	DATE	DESCRIPTION	BY

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

GENERAL NOTES

DESIGNED BY: SHANE FAUST

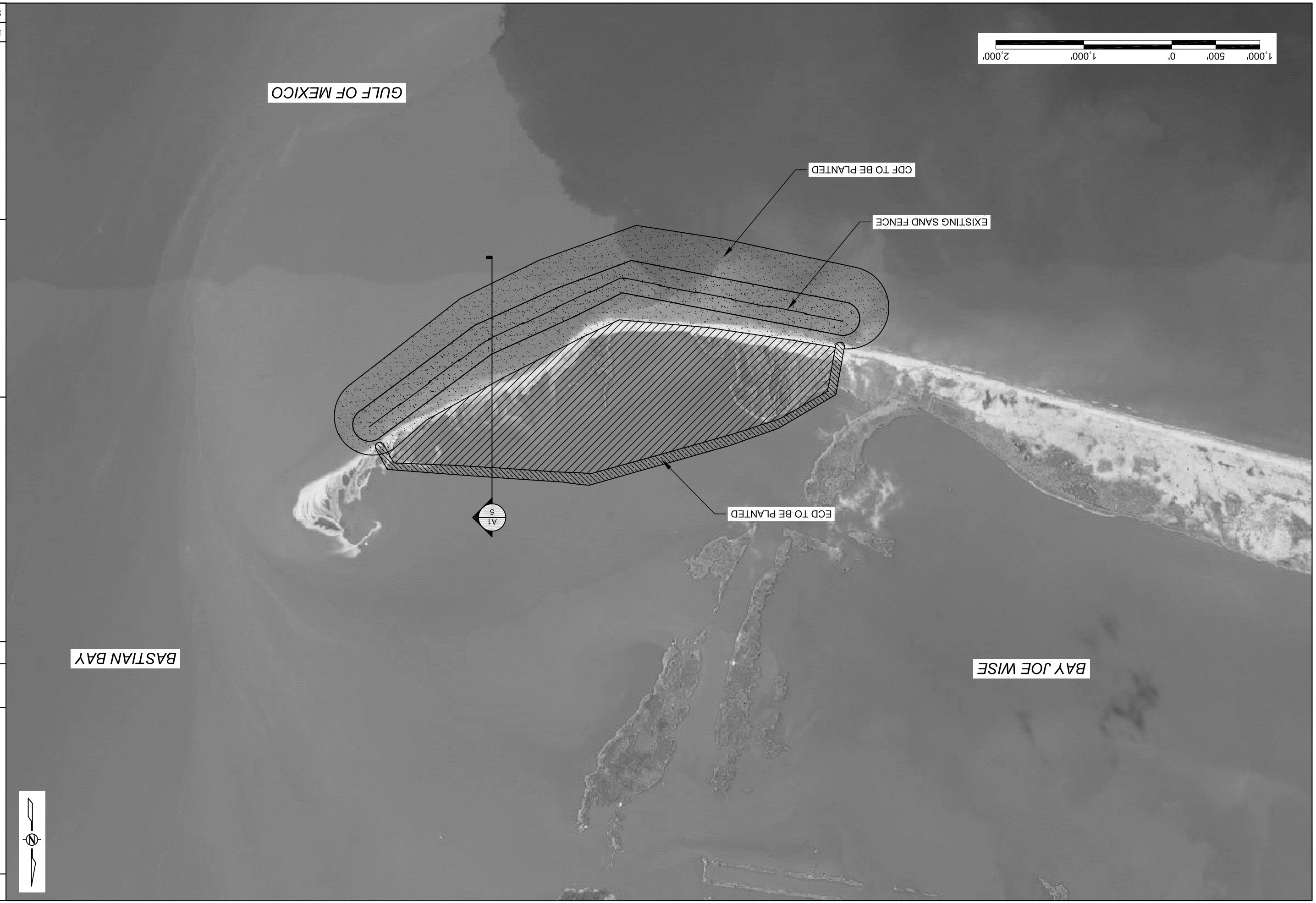
APPROVED BY: SHANNON HAYNES, P.E.

SHELL ISLAND WEST NRDA RESTORATION
VEGETATIVE PLANTING PROJECT

STATE PROJECT NUMBER: BA-111

DRAWN BY: SHANE FAUST

DATE: APRIL 2017



COASTAL PROTECTION AND RESTORATION AUTHORITY

150 TERRACE AVENUE
BATON ROUGE, LOUISIANA 70802

WEST LOBE
PROJECT LAYOUT

SHELL ISLAND WEST NRDA
RESTORATION
VEGETATIVE PLANTING PROJECT

DESIGNED BY: SHANE FAUST

STATE PROJECT NUMBER: BA-111

DRAWN BY: SHANE FAUST

APPROVED BY: SHANNON HAYNES, P.E.

DATE: APRIL 2017

SHEET 3 OF 6

REV.	DATE	DESCRIPTION	BY

REV.	DATE	DESCRIPTION	BY

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

EAST LOBE
PROJECT LAYOUT

DESIGNED BY: SHANE FAUST

APPROVED BY: SHANNON HAYNES, P.E.

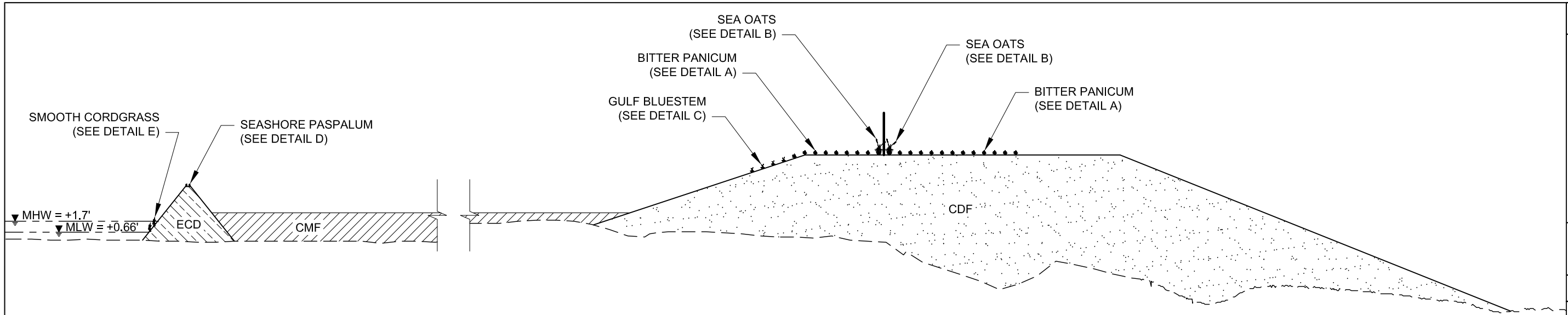
SHELL ISLAND WEST NRDA
RESTORATION
VEGETATIVE PLANTING PROJECT

STATE PROJECT NUMBER: BA-111

DRAWN BY: SHANE FAUST

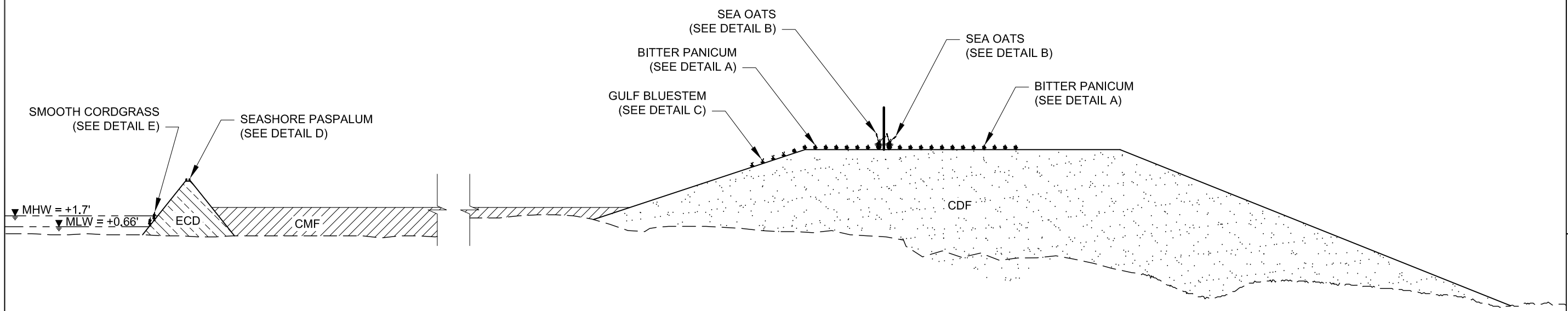
DATE: APRIL 2017

SHEET 4 OF 6



TYPICAL SECTION A1 -WEST LOBE

NOT TO SCALE



TYPICAL SECTION B1 -EAST LOBE

NOT TO SCALE

NOTES:
1. PLANTING DIMENSIONS SHALL MATCH DETAILS ON SHEET 6 OF THE PLAN SET.
2. LOCATIONS OF PLANT ROWS ARE APPROXIMATE. SPECIES LOCATIONS ARE SUBJECT TO CHANGE DUE TO SITE CONDITIONS AND/OR CONSTRUCTION VARIABLES.

REV.	DATE	DESCRIPTION	BY

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

TYPICAL SECTIONS

DESIGNED BY: SHANE FAUST

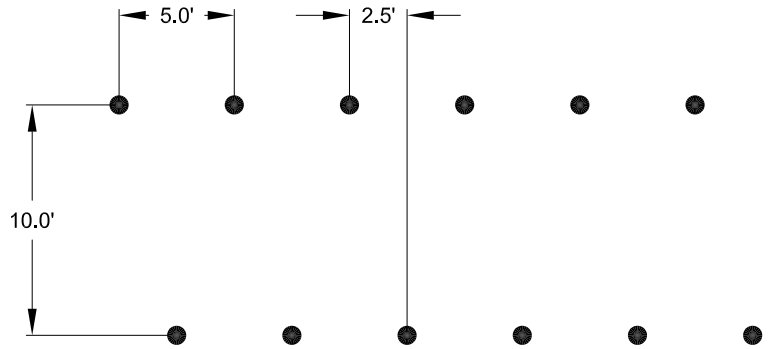
APPROVED BY: SHANNON HAYNES, P.E.

SHELL ISLAND WEST NRDA
RESTORATION
VEGETATIVE PLANTINGS PROJECT

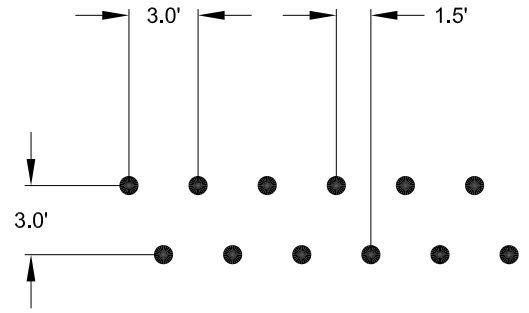
STATE PROJECT NUMBER: BA-111

DRAWN BY: SHANE FAUST

DATE: APRIL 2017



CDF DETAIL
NOT TO SCALE



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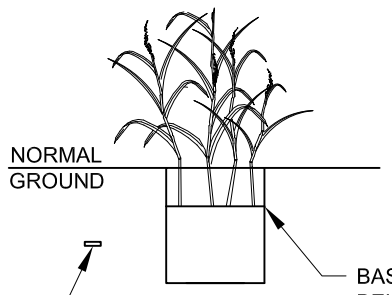
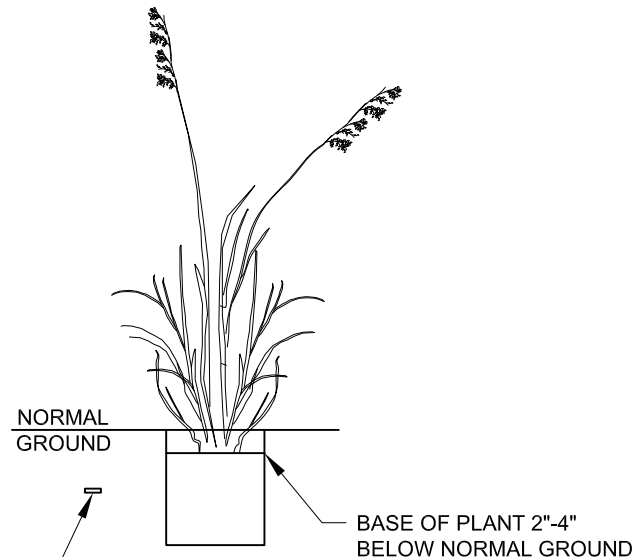
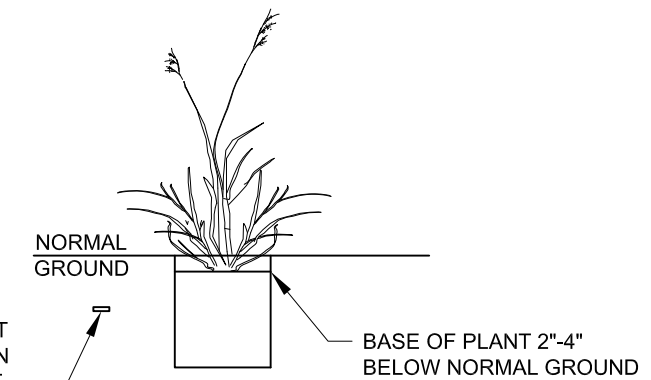


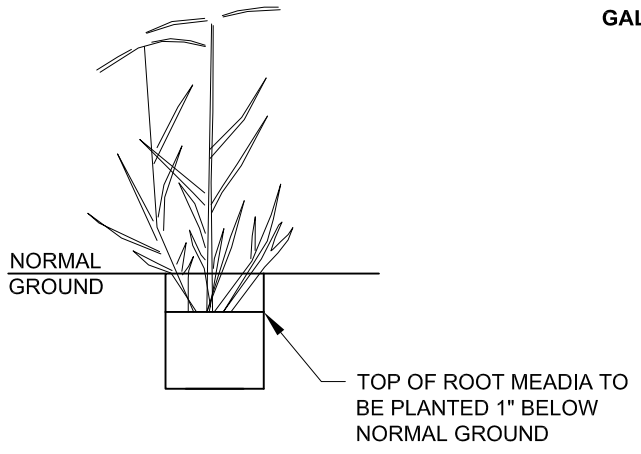
TYPICAL DETAIL A
BITTER PANICUM
4" CONTAINER



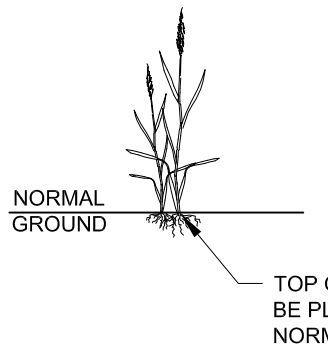
TYPICAL DETAIL B
SEA OATS
GALLON CONTAINER



TYPICAL DETAIL C
GULF BLUESTEM
4" CONTAINER



TYPICAL DETAIL D
SEASHORE PASPALUM
4" CONTAINER



TYPICAL DETAIL E
SMOOTH CORDGRASS
PLUG

REV.	DATE	DESCRIPTION	BY

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

PLANTING DETAILS

DESIGNED BY: SHANE FAUST

APPROVED BY: SHANNON HAYNES, P.E.

SHELL ISLAND WEST NRDA
RESTORATION
VEGETATIVE PLANTINGS PROJECT

STATE PROJECT NUMBER: BA-111

DRAWN BY: SHANE FAUST

DATE: APRIL 2017

ADDENDUM #1
FOR

SHELL ISLAND WEST NRDA RESTORATION - VEGETATIVE PLANTINGS PROJECT (BA-111)

PLAQUEMINES PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

MAY 22, 2017

ADDENDUM NO. 1
Shell Island West NRDA Restoration - Vegetative Plantings Project (BA-111)

This addendum shall be considered part of the Plans, Specifications, and Contract Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

I. Responses to Questions Submitted by Contractors:

Contractor Question/Comment (1): Our company is EarthBalnce Corporation. We are a 32 year-old Marsh Restoration company that specializing in Vegetative Planting. We grow and install all our own USDA, Golden Meadow, approved plants. Our LA contracting license (attached) is under the category of SPECIALTY: COASTAL RESTORATION & HABITAT ENHANCEMENT, No. 64205.

As a point of clarification, my question is: Can we bid this job as a General Contractor? I'm not quite sure of the description for licensing as it reads in the Advertisement for Bids.

CPRA Response (1): Page two, titled *ADVERTISEMNT FOR BIDS* states: Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Heavy Construction, Subclassification: Landscaping, Grading & Beautification or Specialty, Subclassification: Coastal Restoration & Habitat Enhancement or Specialty, Subclassification: Seeding, Sodding, Load & Soil Stabilization, Erosion Control, Sheet Piling.

As a reminder, SP-16 PLANT MATERIAL REQUIREMENTS, 16.1 All plants shall be obtained from a Louisiana licensed nursery grower. All plants shall be 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 Engineer prior to delivery of the plants to the project site.

Contractor Question/Comment (2): Can I please get an estimated budget on the above job?

CPRA Response (2): The Engineer's cost estimate for the total project is $346,207.00.

ADDENDUM #2
FOR

SHELL ISLAND WEST NRDA RESTORATION - VEGETATIVE PLANTINGS PROJECT (BA-111)

PLAQUEMINES PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

MAY 24, 2017

ADDENDUM NO. 2
Shell Island West NRDA Restoration - Vegetative Plantings Project (BA-111)

This addendum shall be considered part of the Plans, Specifications, and Contract Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

I. Responses to Questions Submitted by Contractors:

Contractor Question/Comment (2): Can I please get an estimated budget on the above job?

CPRA Response (2): The Engineer's cost estimate for the total project is $346,207.00.

II. Revisions to Specifications:

SP-6 LANDOWNER REQUIREMENTS: Replace SP-6 in its entirety with the following:

SP-6 LANDOWNER REQUIREMENTS

The Owner has obtained temporary easement, servitude, and right-of-way agreements required for construction of the Project. The agreements executed with landowners for the Work at the site contain special requirements pertaining to access routes and insurance. The Contractor shall abide by the following stipulations as set forth by the Owner and respective landowners (Grantors).

Louisiana Department Wildlife and Fisheries: No activities will be allowed within 100 feet of nesting bird colonies unless approved by Program Manager.

Landowners: The Contractor shall give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring, and maintaining the Project. See Appendix C for list of land owners.

Landowner notification requirements:

A. The following notice language is in Article II. of the Plaquemines Parish Government (PPG) servitude agreement: "The STATE agrees to give reasonable notice to PPG prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project."

B. The following notice language is in Paragraph 6 of the State Land Office, Division of Administration's Grant of Particular Use and Right of Entry for Construction: "Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4575, to notify the Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms."

C. STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project.

ADDENDUM NO. 2
Shell Island West NRDA Restoration -
Vegetative Plantings Project (BA-111)

Landowner General Provisions:

A. Article III: in the agreements includes that should work on (landowner's) Lands be performed via contract, STATE shall ensure that the contractor lists GRANTORS as an additional insured on any policies carried by the contractor, including completed operations coverage.

B. Article IV: includes that **STATE through its Contractor shall be responsible for repair...such repair shall be to that condition and value which existed immediately prior to Contractor's activities.** STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project within three (3) days of completion.

C. Article X: includes that the **Agreements shall remain in effect for the twenty (25) year life of the project from** the date of signature of the State, unless sooner released by STATE.

D. Article XIII: in some of the agreements include that the State shall provide upon request to Grantor copies of all permits, reports, studies and analysis of all work performed by the State on the property, including all filings with and reports to any governmental authority.

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

Special Conditions (in addition to what is already listed) in Servitude Agreements:

A. Notwithstanding the provisions in Paragraph III (Perez), the following shall be added: STATE will require any contractor or successor, assign or transferee to carry liability and property damage insurance naming GRANTOR as an additional insured with minimum limits of $1,000,000.00 for injuries sustained by any one person in any one accident, $2,000,000.00 in the aggregate and property damages of $1,000,000.00.

B. In addition, the contractor and subcontractor shall take and maintain during the life of the contract workers' compensation insurance for all of their employees employed at the site of the project. Coverage provided must meet requirements of the labor code of the State of Louisiana. In case any class of employees is engaged in hazardous work under the workers' compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected. Employers' liability limit shall be $1,000,000 when work is to be over water and involves maritime exposure.

C. (LL&E) Contractor working on LL&E property shall maintain in full force, during the entire existence of this Agreement, Workman's Compensation Insurance in an amount necessary to satisfy the minimum requirements of the laws of the State of Louisiana.

Additional Provisions:

In addition to obligations of Contractor set forth in GP-24, SP-6, and Appendix XIII: Contractor shall provide to the CPRA Landrights Project Land Manager listed below within thirty (30) calendar days after the bid contract's notice to proceed is issued: certificate of insurance that lists all landowners provided above as additional insured; and certified mail receipts of project construction notification letters sent to all landowner(s).

Ben Barnes
450 Laurel Street
Suite 1200
Baton Rouge, LA 70801

APPENDIX: The attachments for Appendixes A, B, C and D were not included in the Bid Documents.

Attachments: Request for Information, Change Orders, Acceptance, Owner Obtained Permits, Land Owners Contact Information, Ownership Map and Subcontractor Report Form are included with this addendum.

Shell Island West NRDA Restoration -
Vegetative Plantings Project (BA-111)
Request for Information (RFI)

DATE:

RFI Number:

Summary of RFI by Contractor
Signature:

Response to RFI by Engineer
Signature:

CHANGE ORDER NO. __

OWNER: State of Louisiana, Coastal Protection & Restoration Authority
CONTRACTOR _____
PROJECT: Shell Island West NRDA Restoration - Vegetative Plantings Project (BA-111)
COST CENTER: _____
FUND: _____
ENGINEER: Shane Faust

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

-

Description: See attached summary.

Attachments (list documents supporting change):

-

Change in Contract Price		Change in Contract Time	
Original Contract Price		Original Contract Time (calendar days)	
Net Increase /(Decrease) from previous Change Orders		Net Increase /Decrease from previous Change Orders (days)	
Contract Price prior to this Change Order		Contract Time prior to this Change Order (calendar days)	
Net Increase/(Decrease) of this Change Order		Net Increase (Decrease) of this Change Order (days)	
Contract Price with this Change Order		Contract Time with this Change Order (calendar days)	

RECOMMENDED:

By:_____
Engineer
Date:_____

RECOMMENDED:

By:_____
CPRA Construction Manager
Date:_____

ACCEPTED:

By:_____
Contractor
Date:_____

SHELL ISLAND WEST NRDA RESTORATION
VEGETATIVE PLANTINGS PROJECT (BA-111)

SUMMARY OF CHANGE ORDER NO:_____

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

Justification:

-

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

❖ NOT FOR RECORDATION PURPOSES ❖

RECOMMENDATION OF ACCEPTANCE

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

FROM: _____
_____
_____
Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: _____

SITE CODE: _____ STATE ID: _____ CFMS: _____

CONTRACTOR: _____
_____

ORIGINAL CONTRACT AMOUNT: $ _____

FINAL CONTRACT AMOUNT: $ _____

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $ _____

VALUE OF PUNCH LIST $ _____ *(Attach punch list)*

Signed: _____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

❖ NOT FOR RECORDATION PURPOSES ❖

DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT

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

COASTAL USE PERMIT/CONSISTENCY DETERMINATION

C.U.P. No.: **P20120216**

C.O.E. No.: **MVN- 2011- 2935- EFF**

NAME: **COASTAL PROTECTION AND RESTORATION AUTHORITY**
450 LAUREL ST., SUITE 1200
BATON ROUGE, LA 70801
Attn: Chad Chauvin

LOCATION: **Plaquemines Parish, LA**
Shell Island East (Pt. 250): Lat 29° 16' 38.24"N / Long -89° 37' 43.91"W; Shell Island West (Pt. 240): Lat 29° 17' 49.45"N / Long -89° 39' 51.73"W; Coordinates for Borrow Areas on permit plats; Section 39-41, T20S-R28E; Section 16-21,26-28,34,35,13, 24, T21S-R28E; West of Empire Waterway Bastian Bay area.

DESCRIPTION: Shell Island East Restoration Berm Enhancement Project and Shell Island West NRDA Restoration Project (BA-110/111) for the proposed creation of +/- 615 acres of beach/dune habitat and +/-343 acres of brackish marsh habitat along the Barataria Basin Barrier Shoreline. Project includes the dredging of +/-12.9 M c.y. of sediment from potential borrow areas MR-A, MR-B, MR-E, 35E, and 9 (MR-B and MR-E previously permitted under P20101416 -Scofield Island Restoration Project / BA-40). Conveyance of sediment within a submerged/buried 30" pipeline proposed from borrow sources MR-A, MR-B, and MR-E along an existing dredge pipeline corridor follows the Empire Waterway (previously permitted under P20101416) and from Areas 35E and 9 with estimated losses in sediment due to transfer anticipated. Proposed fill required for the creation of dune habitat is +/- 6.4M c.y. and +/- 1.8M c.y. for the creation of marsh habitat. Project also includes the excavation of +/- 467,900 c.y. for access channels and subsequent placement on both sides to a height conducive to marsh establishment, excavation of +/- 865,000 c.y. for the construction of the primary dikes for containment of marsh creation areas, the placement 250 c.y. of gravel for dredge pipeline levee crossings, and the excavation of +/- 21,400 c.y. for navigational crossings and booster pump locations.

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

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

a. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.

b. Permittee shall, prior to commencement of the herein permitted activities, contact Rhonda Braud (phone: 225-342-4553, email: rhonda.braud@la.gov) to determine if a construction permit will be required from the local levee district.

c. Submerged sediment/dredge pipeline must be marked/lighted in accordance with U. S. Coast Guard regulations.

d. Permitted activities shall not interfere with navigation and project operations shall be coordinated with the USCG prior to initiation of activities permitted under this authorization.

e. All logs, stumps and other debris encountered during dredging activities shall be removed from the site during or immediately after the activity and disposed of in accordance with all applicable laws and regulations.

f. The following conditions have been provided by the Louisiana Dept. of Wildlife and Fisheries, LA Natural Heritage Program:

The piping plover (Charadrius melodus) may occur within one mile of the project area. This species is federally listed as threatened with its critical habitat designated along the Louisiana coast. Piping plovers winter in Louisiana feeding at intertidal beaches, mudflats, and sand flats with sparse emergent vegetation. Primary threats to this species are destruction and degradation of winter habitat, habitat alteration through shoreline erosion, woody species encroachment of lake shorelines and riverbanks, and human disturbance of foraging birds. For more information on piping plover critical habitat, visit the U.S. Fish and Wildlife website: http://endangered.fws.gov.

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

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

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

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

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

- For colonies containing nesting wading birds (i.e., herons, egrets, night-herons, ibis, roseate spoonbills, anhingas,

and/or cormorants), all project activity occurring within 300 meters of an active nesting colony should be restricted to the non-nesting period (i.e., September 1 through February 15).

- For colonies containing nesting gulls, terns, and/or black skimmers, all project activity occurring within 400 meters (700 meters for brown pelicans) of an active nesting colony should be restricted to the non-nesting period (i.e., September 16 through April 1).

g. No impacts to rare, threatened or endangered species or critical habitats are anticipated from the proposed project. No state or federal parks, wildlife refuges, wildlife management areas or scenic rivers are known at the specified site or within ¼ mile of the proposed project.

The Louisiana Natural Heritage Program (LNHP) has compiled data on rare, endangered, or otherwise significant plant and animal species, plant communities, and other natural features throughout the State of Louisiana. LNHP reports summarize the existing information known at the time of the request regarding the location in question. LNHP reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. If at any time LNHP tracked species are encountered within the project area, please contact our biologist at 225-765-2643.

h. Project Teams for BA 110/111(Shell Island Barrier Island Enhancement Project) will continue monthly coordination with NOV Project Team for BA-67 (New Orleans to Venice) to monitor schedule progress to avoid potential conflicts.

i. Permittee shall obtain a Water Quality Certification, should one be required, from the LA Department of Environmental Quality prior to initiation of any construction activities.

j. All fill material shall be clean and free of contaminants and shall not contain hazardous materials such as asbestos or asbestos residue, shingles, tires, oil/grease residue, exposed rebar, protruding objects, etc.)

k. The requirement for compensatory mitigation for impacts to marsh habitat resulting from the referenced project will be determined after one full growing season (March 1 to November 1) following the completion of the permitted activities. This assessment shall include both primary impacts and secondary impacts which may result from the permitted activities.

If OCM determines that compensatory mitigation is required, permittee shall submit a compensatory mitigation plan for approval within 30 days of notification of the compensatory mitigation requirements by OCM. All necessary approvals shall be obtained for the compensatory mitigation plan and the plan shall be implemented as directed by OCM. Permittee should be aware that compensatory mitigation projects may be required to be maintained for as many as 20 years for marsh mitigation projects and 50 years for forested wetland mitigation projects. A processing fee will be assessed for the determination of compensatory mitigation requirements and evaluation of the proposed compensatory mitigation plan in accordance with LAC Title 43, Part I, Chapter 7, §724.D. This fee shall apply regardless of which compensatory mitigation option is selected and does not include the cost incurred to implement the required compensatory mitigation.

l. Permittee shall notify OCM Field Scientist, Frank Cole, at 225-280-4064 or frank.cole@la.gov no later than ten (10) days prior to initiation and following completion of activities permitted under this authorization.

m. Permittee shall provide to OCM within 30 days following project completion as-built drawings and/or plats that include the actual borrow sources utilized for the completion of the permitted activity and the entire dredged material placement area.

n. That permittee shall insure that all sanitary sewage and/or related domestic wastes generated during the subject

project activity and at the site, thereafter, as may become necessary shall receive the equivalent of secondary treatment (30 mg/l BOD5) with disinfection prior to discharge into any of the streams or adjacent waters of the area or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to the Department of Health and Hospitals for purpose of review and approval prior to any utilization of such provisions.

o. All structures built under the authorization and conditions of this permit shall be removed from the site within 120 days of abandonment of the facilities for the herein permitted use, or when these structures fall into a state of disrepair such that they can no longer function as intended. This condition does not preclude the necessity for revising the current permit or obtaining a separate Coastal Use Permit, should one be required, for such removal activities.

p. The area where the project is located is all part of the aboriginal homelands of the Chitimacha Tribe of Louisiana. As such, large villages, burial sites, and sacred sites were in place in that entire area. If at any time during the course of the work, any traditional cultural properties are discovered, Permittee shall immediately contact Kimberly S. Walden (Cultural Director) or Melanie Aymond (Research Coordinator) at (337) 923-9923 or (337) 923-4395. Office hours are Monday through Thursday from 7:30 A.M. - 5:00 P.M. and on Friday between 7:30 A.M. - 11:30 A.M. If traditional cultural properties are discovered on the weekend or after business hours, the notification shall be made the next business morning.

q. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by this action.

r. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.

s. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.

t. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:I.723.D.). Please note that a request for permit extension MUST be made no sooner than one hundred eighty (180) days and no later than sixty (60) days prior to the expiration of the permit.

The expiration date of this permit is five (5) years from the date of the signature of the Secretary or his designee.

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

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

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

I affix my signature and issue this permit this 23rd day of August, 2012.

THE DEPARTMENT OF NATURAL RESOURCES

Karl L. Morgan, Administrator
Office of Coastal Management

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

Attachments

Final Plats:

1) P20120216 Final Plats 05/03/2012
2) P20120216 Final Plats 05/03/2012

cc: Pete Serio, COE w/attachments
Dave Butler, LDWF w/attachments
Jessica Diez, OCM w/attachments
Frank Cole, OCM/FI w/attachments
Plaquemines Parish w/attachments

DEPARTMENT OF THE ARMY PERMIT

Permittee: Coastal Protection and Restoration Authority OCT 23 2012

Permit No. MVN-2012-0922-EFF

Issuing Office: New Orleans District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Excavate and deposit fill to construct the Shell Island Barrier Island Restoration Project (BA 110/111), in accordance with the drawings attached in sixty-three sheets dated February 1, 2012.

Project Location: In Plaquemines Parish, south of Highway 23, within Bastian Bay, at the Gulf of Mexico, near Empire, Louisiana.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **OCT 31, 2017.** If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

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

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See Attached.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

X _____ X 10-11-2012

(PERMITTEE) CPRA Project Manager (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

_____ October 23, 2012

Michael V Farabee, Chief Eastern Evaluation Section (DATE)

for Edward R. Fleming, District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____ _____

(TRANSFEREE) (DATE)

SPECIAL CONDITIONS: MVN-2012-0922-EFF

7. This authorization does not obviate the permittee from obtaining any necessary approvals from other pertinent federal, state, and/or local authorities.

8. Construction activities shall be confined to the proposed work areas shown on the attached drawings. Mechanized land clearing or filling in wetlands for access and/or project construction, unless expressly identified on the attached drawings, is not authorized. Any alterations or changes in scope of the proposed project not covered under this authorization would require a separate Department of the Army permit review and decision, prior to commencing that work.

9. The permittee shall assure that any contractors and/or workers associated with construction of the permitted project are equally aware of the conditions and restrictions associated with this approval.

10. The permitte is aware that future site visits and inspections may be conducted to the project area by this office and/or other resource agencies in order to assess project compliance with this authorization and requirements associated herewith.

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

12. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States. The proposed work shall be coordinated with the US Coast Guard, in order to address and potential navigation issues associated with project construction.

13. You must install and maintain, at your expense, any safety lights, signs and signals prescribed by the US Coast Guard, through regulations or otherwise, on your authorized facilities.

14. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.,) in the waterway, you are advised to notify the US Coast Guard so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the US Coast Guard, Sector New Orleans Command Center, 200 Hendee Street, New Orleans, Louisiana 70114, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 365-2281.

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15. The Chitimacha Tribe of Louisiana has stated that the project area is part of the aboriginal Chitimacha homelands. If during the course of work at the site, prehistoric and/or historic aboriginal cultural materials are discovered, the applicant will contact the Chitimacha Tribe of Louisiana at Post Office Box 661, Charenton, LA 70523, and the Army Corps of Engineers, New Orleans District (CEMVN) Regulatory Branch. CEMVN, Regulatory Branch will initiate the required federal, state, and tribal coordination to determine the significance of the cultural materials and the need, if applicable, for additional cultural resource investigations.

16. To the greatest extent, the permittee shall avoid negative impacts to existing vegetated wetlands at the site. Disturbance and/or rutting of existing vegetated wetlands during mobilization and/or construction activities shall be restored to pre-existing elevations at the earliest practicable time frame. The use of timber mats may be utilized where feasible, in order to avoid and minimize impacts to marsh.

17. To the greatest extent, the permittee shall avoid impacts to existing natural shorelines. Any rutting and/or ground disturbance in these areas must be restored immediately to pre-project conditions.

18. If archaeological materials and/or human remains are discovered during ground disturbing activities you shall cease and desist all activities in the project area and contact this office and Mr. Dennis Jones of the Louisiana Office of Cultural Development, Division of Archaeology at (225) 342-8160.

19. Our Real Estate Division has indicated that your project is located in an area over which the federal government holds real estate interest. No work may be performed under this permit until a real estate instrument is issued by our Real Estate Division. If you require further information regarding real estate matters, call (504) 862-1701. The real estate instrument will be initiated by our Real Estate Division without further action required on your part.

20. The permitee depicts excavation and stockpiling immediately adjacent to the Empire Waterway. Therefore, any effects to the waterway shall be restored to a minimum of pre-project conditions, upon completion of construction activities.

21. Any damage to the levees resulting from the applicant's activities will be repaired at the permittee's expense.

22. The proposed work shall not restrict the Levee District/Parish's maintenance operations or any potential flood fight activities at the levees, nor shall it obstruct or impede inspection access.

23. Earthen material placed on the levee slope shall be fertilized and seeded to promote new grass growth. In addition, all other disturbed areas on the levees resulting from the project must be restored to its original condition.

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24. Any materials placed onto the levees must be removed from the area upon completion of the project and the area must be returned to its original state of existence or better.

25. Should changes in the location or section of the existing levees and/or river, or in the generally prevailing conditions in the vicinity, be required in the future in the public interest, the permittee shall make changes in the project concerned, or in the arrangement thereof, as may be necessary to satisfactorily meet the situation and shall bear the cost thereof.

26. The proposed dredging work within the Mississippi River would be located within areas known to be inhabited by the Pallid sturgeon (Scaphirhynchus albus). The cutterhead shall remain completely buried in the bottom material during dredging operations. If pumping water through the cutterhead is necessary to dislodge material or to clean the pumps and/or cutterhead, etc., the pumping rate shall be reduced to the lowest possible until the cutterhead is at mid-depth, where the pumping rate can then be increased. During dredging, the pumping rates should be reduced to the slowest speed feasible while the cutterhead is descending to the channel bottom. The permittee shall contact this office (504-862-2766) and the US Fish and Wildlife Service (USFWS) Lafayette Field office (337-291-3100), with any further questions about the Pallid sturgeon or should a sturgeon be observed. The permittee shall cease work if a sturgeon is observed within the subject area and until consultation has been finalized with this office and the USFWS.

27. The proposed island restoration work would occur within areas that are known to be inhabited by the West Indian manatee (Trichechus manatus). The permittee shall adhere to the GUIDELINES FOR ACTIVITIES IN PROXIMITY TO MANATEE AND THEIR HABITAT, attached to this authorization as (**Attachment I**), during all phases of in-water work for the duration of the project as well as any future in-water maintenance work. The permittee shall contact this office (504-862-2766) and the USFWS Lafayette Field Office of Louisiana (337-291-3100), with any further questions about the West Indian manatee, the subject guidelines, or should a manatee be sighted. The permittee shall cease work if a manatee is observed within the subject area and until consultation has been finalized with this office and the USFWS.

28. The proposed project occurs within an area impacted by the Deepwater Horizon Oil Spill in the summer of 2010 and activities such as yours could potentially re-suspend oiled sediments that may be located in the area. It is also noted that cleanup crews associated with the US Coast Guard's Deepwater Horizon Response are potentially working in multiple sites located throughout the Louisiana coastal area. In order to coordinate and mitigate potential re-suspension of oiled sediments, adverse impacts to fish and wildlife species, and safety issues related to cleanup operations; the permitte shall contact and coordinate with LT David R. Simonson, US Coast Guard Deepwater Horizon Response (504-252-8748 or david.r.simonson@uscg.mil) , prior to commencement of work.

GUIDELINES FOR ACTIVITIES IN PROXIMITY TO MANATEES AND THEIR HABITAT

I. General Guidance for In-water Work Activities

A. All personnel associated with the project should be informed of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with and injury to manatees. Such personnel instruction should also include a discussion of the civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973.

B. All contract and/or construction personnel are responsible for observing water-related activities for the presence of manatee(s).

C. Temporary signs should be posted prior to and during all construction/dredging activities to remind personnel to be observant for manatees during active construction/dredging operations or within vessel movement zones (i.e., work area), and at least one sign should be placed where it is visible to the vessel operator.

D. Siltation barriers, if used, should be made of material in which manatees could not become entangled, and should be properly secured and regularly monitored. Barriers should not impede manatee movement.

E. If a manatee is sighted within 100 yards of the active work zone, special operating conditions should be implemented, including: no operation of moving equipment within 50 feet of a manatee; all vessels should operate at no wake/idle speeds within 100 yards of the work area; and siltation barriers, if used, should be re-secured and monitored. Once the manatee has left the 100-yard buffer zone around the work area on its own accord, special operating conditions are no longer necessary, but careful observations would be resumed.

F. Any manatee sighting should be immediately reported to the U.S. Fish and Wildlife Service's (Service) Lafayette, Louisiana, Field Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries (LDWF), Natural Heritage Program (225/765-2821).

II. Guidelines to Minimize and/or Avoid Manatee Entrapment

A. Pre-construction:
Water control structures, trash rakes, barriers and other devices that may entrap manatees (even temporarily) within a closed waterway could result in harm or death to the entrapped manatee. At least 90 days prior to installing a structure that may be a barrier or impediment to manatee movement, advanced consultation with the Service and the LDWF should occur. When a manatee-accessible waterway is proposed to be closed to manatees (exclusion area), aerial and ground surveys should be conducted to ensure that manatees are not entrapped in a closed system.

1. Aerial Survey:
Prior to installing the last section of any barriers (temporary or permanent) that could result in the entrapment of manatees within the waterway, the project proponent should contact the Service and LDWF to determine whether an aerial survey of the proposed exclusion area should be conducted. The extent of the survey area should be identified by the Service and LDWF. Both the Service and LDWF should be contacted to participate in any aerial surveys. It is recommended that the surveys be conducted by helicopter.

ATTACHMENT I

2. Waterway Closure:
If no manatees are sighted within the exclusion area, the waterway should be closed off immediately following that survey. If manatees are sighted within the exclusion area, they should be observed to see if they move beyond the proposed barrier. If they do not move out of the waterway within 10 days, the project proponent should consult with the Service and LDWF to determine if the barrier should be put in place. Manatees should not be herded, poked, prodded or harassed in any way to move them along the waterway.

B. Post-construction:
Once the barrier has been installed, the barrier and waterway should be monitored by land once daily for a period of one week to check for the presence of manatees. If manatees are sighted within the exclusion area, the Service (337/291-3100) and LDWF (225/765-2821) should be contacted for further guidance.

III. Guidance for Activities Related to Pipe or Culvert Installation

A. For pipes and/or culverts installed in areas with potential manatee access, measures that minimize both project installation- and structure-related risks must be adopted to avoid or minimize their effects on manatees and any suitable habitat.

B. Pursuant to the "General Guidance for In-Water Work Activities", all project-related personnel must be instructed about manatees and measures needed to ensure the manatees' protection during the installation of these structures.

C. Structures with openings that exceed 8 feet in diameter at both ends and have average water depths of at least three feet, mean low water (MLW), generally do not pose a threat to manatees. Wherever possible, structures (such as box culverts) with these features should be used to reduce the risk of manatees drowning or becoming entrapped in these structures.

D. Where pipes and culverts between 8 inches and 8 feet in diameter are required, bars or gratings spaced less than 8 inches apart in horizontal, diagonal, or vertical configurations should be placed over the openings to prevent adult manatees and calves from accessing these structures.

E. Manatees can become stranded in culverts during periods of low tide. Therefore, when planning for new culverts in tidal waters, a minimum 3-foot depth of water in the culvert at low tide stage is recommended.

IV. Guidance for Docks or Other Structures Constructed in or over Submerged Aquatic Vegetation, Marsh, or Mangrove Habitat

A. Submerged Aquatic Vegetation (SAV)
1. Avoidance – the pier should be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of pier should be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the pier should be limited to a maximum of 4 feet. A turnaround area is allowed for piers greater than 200 feet in length. The turnaround is limited to a section of the pier no more than 10 feet in length and no more than 6 feet in width. The turnaround should be located at the midpoint of the pier.

4. Over-SAV bed portions of the pier should be oriented in a north-south orientation to the maximum extent practicable.
5. If possible, terminal platforms should be placed in deep water, water-ward of SAV beds, or in an area devoid of SAV beds.
6. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform should be limited to 160 square feet. The grated deck material should conform to the specifications stipulated below. The configuration of the platform should be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet should conform to the 5-foot height requirement; a 3-foot by 20-foot section may be placed 3 feet above mean high water (MHW) to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.
7. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform should be limited to 120 square feet. The configuration of the platform should be a maximum of 6 feet by 20 feet of which a minimum 4-foot-wide by 20-foot-long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section should be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent practicable. If the 3feet above MHW section is constructed with grating material, it may be 3 feet wide.
8. One uncovered boat lift area is allowed. A narrow catwalk (2-feet-wide if planks are used, 3-feet-wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot-wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk should be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).
9. Pilings should be installed in a manner which will not result in the formation of sedimentary deposits ("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
10. The spacing of pilings through SAV beds should be a minimum of 10 feet on center.
11. The gaps between deck boards should be a minimum of ½ inch.

B. Marsh
1. The structure should be aligned so as to have the smallest over-marsh footprint as practicable.
2. The over-marsh portion of the dock should be elevated to at least 4 feet above the marsh floor.
3. The width of the dock should be limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

C. Mangroves
1. The width of the dock should be limited to a maximum of 4 feet.
2. Mangrove clearing should be restricted to the width of the pier.
3. The location and alignment of the pier should be through the narrowest area of the mangrove fringe.

APPENDIX C, ATTACHMENT C1

Shell Island West NRDA Restoration – Vegetative Plantings Project (BA-111)
Landowner Contact Information List

Tract 1:

The Louisiana Land and Exploration Company, LLC
Conoco Phillips
Attention: Jeff DeBlieux
806 Bayou Black Drive
Houma, LA 70361

Tract 2:

Kevin C. Schoenberger
Bordeaux Street
New Orleans, LA 70115
(504) 525-1143

Clifford Phillip Bein
957 Rue Chinon
Mandeville, LA 70471

Christian Schoenberger
517 Rio Vista Avenue
Jefferson, LA 70121

Martin J. Schoenberger
1812 Palmer Avenue
New Orleans, LA 70118

Mary Ellen Schoenberger Willkomm
1370 Curlew Avenue
Naples, FL 34102

Leander H. Perez, III
11422 Hwy 23
Belle Chasse, LA 70037
(504) 214-4003 (mobile)
(504) 656-2323 (home)

Paula A. Perez Landrem
401 Bellaire Drive
New Orleans, LA 70124
(504) 309-3836 (home)
(504) 453-8352 (cell)

Margaret Perez Barton
452 Cornell Avenue
Baton Rouge, LA 70808
(225) 766-6713 (home)

Catherine Perez Alford
1320 Octavia Street
New Orleans, LA 70115
(504) 682-2467

Estate of Chalin O. Perez
Attention: Chaylan David Perez
4881 Hwy 39
Braithwaite, LA 70040
(504) 682-2467

Chalin O. Perez, Jr.
39 Papworth Avenue
Metairie, LA 70005
(504) 451-7035 (home)

Natalie Riley
101 S. Jefferson Avenue
Cookeville, TN 38501

Gladys Cook Zibilich
11180 Irving Drive, Apt 205
Westchester, CO 80031

George Zibilich, Jr.
1930 Henderson Street
Eureka, CA 95501
(707) 616-8877

Debbie Zibilich Yakash
14571 Williams St.
Brighton, CO 80602
(303) 465-0360 (home)
(303) 641-8875 (cell)

Gloria J. Zibilich
776 Woodland Bigler Hwy
Woodland, PA 16881
(814) 857-5244 (home)
(814) 558-6322 (cell)

Leo H. Zibilich
Nottingham Regional Nursing Home
2828 Westfork Drive
Baton Rouge, LA 70816

Frederick Andrew Kron
3833 Riverwood Drive
Provo, Utah 84604
(801) 372-2110 (cell)
(801) 607-2600 (home)

Ellen Kron
7817 South Claiborne Avenue
New Orleans, LA 70125
(850) 261-3577

Judy Kron
6551 South Claiborne Avenue, Unit 648
New Orleans, LA 70125
(302) 545-2578

Susan Kron
1049 Rockledge Drive, Unit 405B
Rockledge, FL 32955
(321) 848-0551

Dawn Muldrey Taliancich
71 Oaklawn Drive
Metairie, LA 70005
(504) 888-5189 (home)
(504) 256-0969 (cell)

Barrie John Muldrey
4608 Page Drive
Metairie, LA 70778
(504) 432-0678

Margaret M. Muldrey Kane
1935 Audubon Street
New Orleans, LA 70118
(504) 455-4954 (home)
(504) 237-4954 (cell)

Kathleen Ellen Muldrey Hannigan
3706 Upperline Street
New Orleans, LA 70125
(504) 821-0375 (home)
(504) 782-1436 (cell)

Patricia Ann Muldrey Poynot
16161 Tiger Bend Road, Apt 17
Baton Rouge, LA 70817
(225) 756-6635 (home)
985-237-5977

Kenneth Deamore
2417 W. Pearl Drive
Marrero, LA 70072
(504) 340-9889
(504) 566-5271

Tract 3:

United States of America - Bureau of Land Management
Attention: Victoria Craft
411 Briarwood Drive, Suite 404
Jackson, MS 39206
(601) 977-5435
VCraft@BLM.GOV

Tract 4:

St. Paul's Episcopal Church
Attention: Robert Courtney
6249 Canal Blvd.
New Orleans, LA 70124

Tract 5:

Cecile Airey Dinkens Ellis
4 Greenbriar Drive
Covington, LA 70433
(985) 893-5455

Joyce Ludwig Ellis Spruiell
215 Iona Street
Metairie, LA 70005
(504) 833-4048

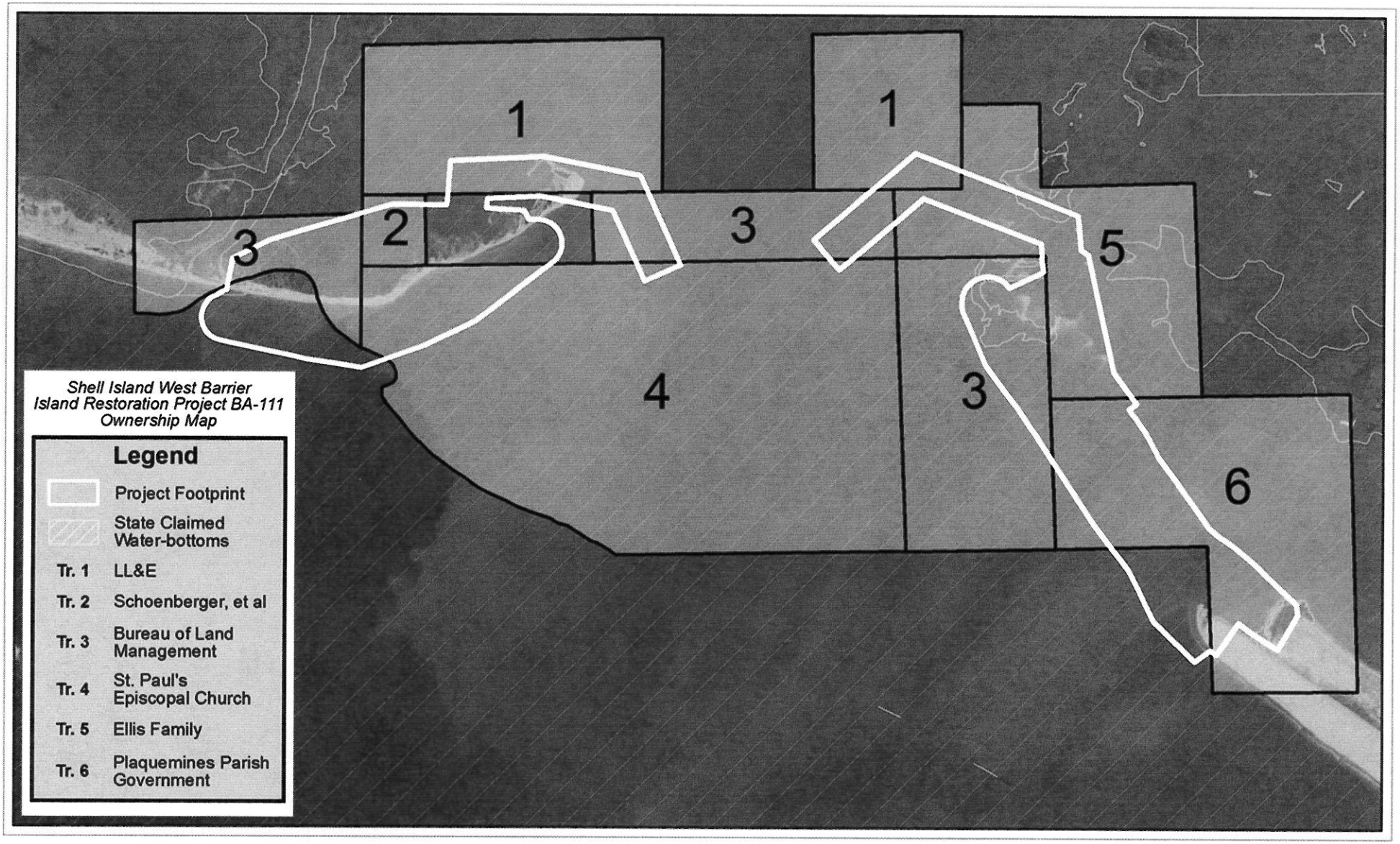
John Matson Ellis, Jr.
36 Dennis Road
Longmeadow, MA 01106
(413) 567-8643

Sidney Elder Ellis Reavy
36 Dennis Road
Longmeadow, MA 01106
(413) 567-8643

Catherine Moore Ellis
36 Dennis Road
Longmeadow, MA 01106
(413) 567-8643

Tract 6:

Plaquemines Parish Government
Attention: Vincent Frelich
8056 Hwy. 23, Ste. 200
Belle Chasse, LA 70037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Shell Island West Barrier
Island Restoration Project BA-111
Ownership Map
Legend
Project Footprint
State Claimed Water-bottoms
Tr. 1 LL&E
Tr. 2 Schoenberger, et al
Tr. 3 Bureau of Land Management
Tr. 4 St. Paul's Episcopal Church
Tr. 5 Ellis Family
Tr. 6 Plaquemines Parish Government

CPRA
Coastal Protection and
Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

February 27, 2015

Memorandum

To: Chris Allen, CPRA Project Manager

From: Ben Barnes, CPRA Land Division

RE: Landrights Completion Memorandum
Shell Island West Barrier Island Restoration Project BA-111
Plaquemines Parish, Louisiana

The CPRA Land Division has completed the necessary landrights to proceed to construction contracting on the above-referenced project. The below information is being provided to you.

X *Servitude Agreement(s)*	_____ *Mineral Operations Agreement(s)*
_____ *Servitude Amendment (Integrated Coastal Protection)*	X *Grant of Particular Use*
	_____ *State Land Office Letter of No Objection*
X *Pipeline Notices of Construction*	_____ *Assignment of Rights to Federal Sponsor*
_____ *Oil/Gas Operator Agreement(s)*	_____ *Landrights Certification Letter*
X *Memorandum(s) of Agreements*	_____ *Other: Corp of Engineers Consent*
_____ *CWPPRA Section 303(e) approval*	_____ *Other:*
X *Right(s) of Entry for Construction*	

Ben Barnes, CPRA Land Division

cc: Jacques Boudreaux

CURRENT INVOICE NO._____
PURCHASE ORDER NO. _____

APPENDIX D, ATTACHMENT D1

COASTAL CONSTRUCTION AND VEGETATIVE PROJECTS

SUBCONTRACTOR REPORT

PRIME CONTRACTOR _____

Name & Address of Subcontractor(s)	$ Value Paid to Subs for this Invoice Period	Cumulative $ Value Paid to Subs for this Purchase Order

ADDENDUM #3
FOR

SHELL ISLAND WEST NRDA RESTORATION - VEGETATIVE PLANTINGS PROJECT (BA-111)

PLAQUEMINES PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

MAY 31, 2017

ADDENDUM NO. 3
Shell Island West NRDA Restoration -
Vegetative Plantings Project (BA-111)

This addendum shall be considered part of the Plans, Specifications, and Contract Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

I. Responses to Questions Submitted by Contractors:

Contractor Question/Comment (2): Can I get a copy of the aerial photographs from the presentation?

CPRA Response (2): The aerial photographs area attached.

II. Revisions to Specifications:

UNIT PRICE FORM: Replace the current Unit Price Form in its entirety with the attached.

TS-1020.5 Plant Installation: Replace section *1020.5.3* in its entirety with the following:

The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Seashore Paspalum plants shall be planted on three (3) foot centers with rows three (3) foot apart. The Engineer 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-1040.5 Plant Installation: Replace section *1040.5.3* in its entirety with the following:

The Engineer and/or its Resident Project Representative will assist the Contractor with the planting layout. All plants shall be planted in rows unless otherwise specified by the Engineer. The Gulf Bluestem plants shall be planted on five (5) foot centers with rows ten (10) foot apart. The Engineer 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.

PRE-BID SIGN IN SHEET ATTACHED

LOUISIANA UNIFORM PUBLIC WORKS BID FORM
UNIT PRICE FORM

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

BID FOR: Shell Island West
NRDA Restoration -
Vegetative Plantings
Project (BA-111)
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Smooth Cordgrass –Plugs (TS-1010)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	7,218	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Seashore Paspalum – Four-Inch Container (TS-1020)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	7,218	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Bitter Panicum – Four-Inch Container (TS-1030)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	54,000	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Gulf Blue Stem – Four-Inch Container (TS-1040)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	10,800	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Sea Oats – Gallon Container (TS-1050)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	7,764	EACH		

DESCRIPTION:	☐Base Bid or ❑ Alt.# ___ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	☐Base Bid or ❑ Alt.# ___ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

DESCRIPTION:	☐Base Bid or ❑ Alt.# ___ Not Applicable			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Wording for "DESCRIPTION" is to be provided by Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

MANDATORY PRE-BID CONFERENCE
ATTENDANCE RECORD

PROJECT: SHELL ISLAND WEST NRDA – VEGETATIVE PLANTINGS PROJECT (BA-111)
AGENCY: CPRA
DATE: MAY 31, 2017
LOCATION: WATER CAMPUS, 150 TERRACE AVENUE, ROOM 152, BATON ROUGE, LA

Please Print Clearly

Name and Signature (Sign-In)	Company/Address	Phone No.	Fax No. and Email	Name and Signature (Sign-Out)
Frank Cuccio	ERS 412 N 4th St #300 Baton Rouge, LA 7080	337-288-1497	fcuccio@res.us	Frank Cucco
CRAIG G. CONDON	EARTH BALANCE GALENNE ST. N.O. LA	504-202-2548	CGCONDON3@COX.NET	
RON TRASCLAIR	Mogellon / DLS 255 Terminal Lane Franklin La	985-856-1853 337-92747444	ron@DLS-energy.com	
Anita Galland	Soil Erosion Services 307 Gauthier Lane Simmesport, La 71369	318-941-2461 318 941-2416	soilerosions@centurytel.net	

MANDATORY PRE-BID CONFERENCE
ATTENDANCE RECORD

PROJECT: SHELL ISLAND WEST NRDA – VEGETATIVE PLANTINGS PROJECT (BA-111)
AGENCY: CPRA
DATE: MAY 31, 2017
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Please Print Clearly

Name and Signature (Sign-In)	*Company/Address*	*Phone No.*	*Fax No. and Email*	*Name and Signature (Sign-Out)*
KERRY ABSHIRE	COASTAL BRIDGE 4825 JAMESTOWN BR LA 70808	225-933-3039 225-766-0244	abshirek@coastalbridge.com	
Dean Arbour	CPRA			