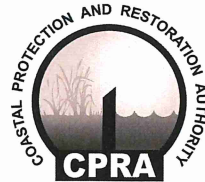
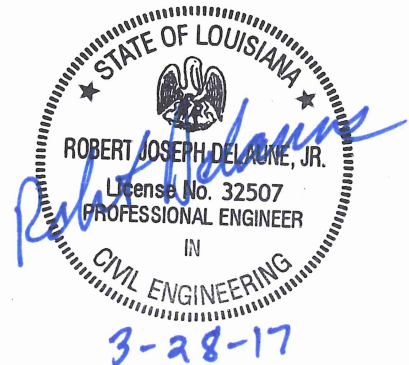


**BID DOCUMENTS  
FOR  
SWAMP DCP INSTALLATIONS  
BARATARIA BASIN  
JEFFERSON & PLAQUEMINES PARISHES,  
LOUISIANA**



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

**MARCH, 2017**



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APPENDIX D – COASTAL USE PERMIT

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## LIST OF DRAWING SHEETS

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|------------------|---------------------------|
| 1.               | TITLE SHEET               |
| 2.               | SWAMP DCP LOCATIONS       |
| 3.               | DATA COLLECTION PLATFORMS |
| 4.               | DATA COLLECTION PLATFORMS |
| 5.               | DETAILS                   |

## **ADVERTISEMENT FOR BIDS**

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Wednesday, May 24, 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: **SWAMP DCP Installations Barataria Basin  
Jefferson & Plaquemines Parishes, Louisiana**

PROJECT NUMBER: **LA-0252**

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](mailto: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 NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD  
at 10:00 am on Thursday, May 11, 2017 at 2045 Lakeshore Dr., CERM Bldg, Room 438, New Orleans, LA 70122.**

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**. 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

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

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **SEVENTY FIVE (75) consecutive calendar days for the Base Bid, and FIFTEEN (15) additional consecutive calendar days for the Alternate No. 1 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 Dollars (\$1,000.00)** 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

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

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

### **ARTICLE 3**

#### **BIDDER'S REPRESENTATION**

3.1 Each Bidder by making his bid represents that:

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

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

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

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

3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board

Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

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

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

### **ARTICLE 4**

#### **BID DOCUMENTS**

4.1 Copies

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

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

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

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

4.1.3 The Owner or Engineer in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids

on the work and do not confer a license or grant for any other use.

#### 4.2 Interpretation or Correction of Bid Documents

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

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

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

#### 4.3 Substitutions

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

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

Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

#### 4.4 Addenda

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

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

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

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

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

## ARTICLE 5

### BID PROCEDURE

## 5.1 Form and Style of Bids

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

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

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

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

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

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

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

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

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

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

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

business records on file with the Secretary of State.

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

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

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

## 5.2 Bid Security

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

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

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

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

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

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

### 5.3 Submission of Bids

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

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

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

Bids sent by express delivery shall be delivered to:  
Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Suite 100  
Baton Rouge, Louisiana 70802

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

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

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

### 5.4 Modification or Withdrawal of Bid

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

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

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



Instructions to Bidders.

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

## ARTICLE 6

### CONSIDERATION OF BIDS

#### 6.1 Opening of Bids

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

#### 6.2 Rejection of Bids

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

#### 6.3 Acceptance of Bid

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

## ARTICLE 7

### POST-BID INFORMATION

#### 7.1 Submissions

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

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

7.1.2 The Contractor will be required to

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

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

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

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

## ARTICLE 8

### PERFORMANCE AND PAYMENT BOND

#### 8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed

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

## 8.2 Time of Delivery and Form of Bond

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

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

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

## 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.

## ARTICLE 9

### FORM OF AGREEMENT BETWEEN OWNER

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

*(Owner to provide name and address of owner)*

**BID FOR:** SWAMP DCP Installations  
Barataria Basin

*(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: Digital Engineering and Imaging, Inc. and dated: March, 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.

**Alternate No. 1** *(Data Collection Platform SWMP0024 as an added alternate)* for the lump sum of:

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

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

Not Applicable Dollars (\$ Not Applicable)

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

Not Applicable Dollars (\$ Not Applicable)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

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

\* The 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(B)5.

**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 WORK BID FORM**  
**UNIT PRICE FORM**

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

*(Owner to provide name and address of owner)*

**BID FOR:** SWAMP DCP Installations  
Barataria Basin

*(Owner to provide name of project and other identifying information)*

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

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Mobilization and Demobilization for SWMP0015, SWMP0017 and Empire SWMP0022 |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 1            | 1   | Lump Sum         |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 8"x12" Timber Piles (50' Long) |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 2            | 900   | Linear Foot      |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 8' Wide Platform Construction (including X-bracing, connections and hard ware) |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 3            | 39  | Linear Foot      |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Handrail (including wood posts, cable and connectors) |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 4            | 88.5   | Linear Foot      |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 1" Thick Composite Decking |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 5            | 312   | Square Foot      |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 6" Schedule 80 PVC Pipe, 13 Feet Long |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 6            | 3  | Each             |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Navigation Light |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 7            | 2   | Each             |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Magnetometer Survey for SWMP0015, SWMP0017 and Empire SWMP0022 |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 8            | 1   | Lump Sum         |            |   |

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

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

*(Owner to provide name and address of owner)*

**BID FOR:** SWAMP DCP Installations  
Barataria Basin

*(Owner to provide name of project and other identifying information)*

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

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Class B Single Lift Unitised Navigational Aids System for Empire SWMP0022 |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 9            | 1  | Each             |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Mobilization and Demobilization for SWMP0024 |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 10           | 1  | Lump Sum         |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 8"x12" Timber Piles (50' Long) |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 11           | 300  | Linear Foot      |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 8' Wide Platform Construction (including X-bracing, connections and hard ware) |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 12           | 13   | Linear Foot      |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Handrail (including wood posts, cable and connectors) |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 13           | 29.5  | Linear Foot      |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 1" Thick Composite Decking |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 14           | 104  | Square Foot      |            |   |

|              |   |                  |            |   |
|--------------|---|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 6" Schedule 80 PVC Pipe, 13 Feet Long |                  |            |   |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 15           | 1   | Each             |            |   |

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Navigation Light |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 16           | 1  | Each             |            |   |

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

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

*(Owner to provide name and address of owner)*

**BID FOR:** SWAMP DCP Installations  
Barataria Basin

*(Owner to provide name of project and other identifying information)*

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

|              |  |                  |            |   |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> Magnetometer Survey for SWMP0024 |                  |            |   |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> ) |
| 17           | 1  | Lump Sum         |            |   |

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

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

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

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

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

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

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

\_\_\_\_\_  
SURETY

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

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

**SWAMP DCP INSTALLATIONS BARATARIA BASIN**  
**Name of Project**

**LA-0252**  
**Project No.**

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

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

**ATTESTATIONS AFFIDAVIT**

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

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

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

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

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

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

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

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



**SWAMP DCP INSTALLATIONS BARATARIA BASIN**  
**Name of Project**

**LA-0252**  
**Project No.**

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

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

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

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

\_\_\_\_\_  
**DATE**

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

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

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

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

FOR INFORMATION ONLY

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

CONTRACT BETWEEN OWNER AND CONTRACTOR  
AND PERFORMANCE AND PAYMENT BOND

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

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

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

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

in strict accordance with Contract Documents prepared by Owner.

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

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

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

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

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

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

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

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

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

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

**WITNESSES:**

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

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

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

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

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

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

\_\_\_\_\_

ADDRESS

TELEPHONE NUMBER

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

PROJECT NO.

NAME

LOCATION:

### A F F I D A V I T

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

#### PART I.

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

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

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

#### PART II.

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

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

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

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

AFFIANT

---

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 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 Engineering Division of the Coastal Protection and Restoration Authority, 450 Laurel Street, 11th Floor, Baton Rouge, Louisiana 70801.

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

Bidders are required to become familiar and remain in compliance with all Federal, State, and local laws, ordinances, and regulations 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/?pageName=navRulesContent>.

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

#### GP-37 OBSTRUCTION TO NAVIGATION

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

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

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



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

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

#### GP-39 RECORD KEEPING

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

#### GP-40 CERTIFICATES OF COMPLIANCE

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

#### GP-41 SUBMITTALS

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

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

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

#### GP-42 CLAIMS FOR EXTRA COST

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

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

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

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

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

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

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

If the Contractor is prevented from completing the Work according to the Contract Price due to the Owner, the Contractor may be entitled to any reasonable and necessary addition of cost as determined by the Engineer. Neither the Owner nor the Contractor shall be entitled to any

damages arising from events or occurrences which are beyond their control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters. The provisions of this section exclude recovery for damages caused by the Contractor and compensation for additional professional services by either party.

#### GP-44 EXTENSION OF CONTRACT TIME

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

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

##### 45.1 TERMINATION FOR CAUSE

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

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

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

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

#### 45.2 TERMINATION FOR CONVENIENCE

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

#### GP-46 TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

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

#### GP-49 BREACH OF CONTRACT

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

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

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

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

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their officers, employees, representatives, and/or agents from all suits, actions, claims, costs, losses, demands, and judgments (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought because of injuries or damage sustained by 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 include:
  1. A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
  2. Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
  3. Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.
- b. The guarantee shall exclude defects or damage caused by:
  1. Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
  2. Wear and tear under normal usage.
- c. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:
  1. Observations by the Owner or Engineer; or
  2. Recommendations by the Engineer or payment by the Owner; or
  3. Use of the Work by the Owner; or
  4. Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or



5. Any inspection, test, or approval by others; or
6. Any correction to non-conforming work by the Owner.

#### GP-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 19<sup>th</sup> 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 A, Attachment A1) 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](http://www.epls.gov).

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

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

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

#### **GP-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 Jefferson Parish and Plaquemines Parish, Louisiana in the Barataria Basin, which is the area north east of Grand Isle in Jefferson Parish and near the Empire Waterway Channel in Plaquemines Parish. The sites are accessible only by water. See Plans for vicinity map and overall site plan.

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

- 2.1 The Contractor shall provide all labor, materials, supplies, superintendence, insurance, equipment, services, and incidentals necessary to perform the Work. The Work shall include, but not be limited to, mobilization and demobilization at or to the Project Site, installation of four (4) data collection platforms, implementation of environmental protection measures, magnetometer surveying, and installation of navigation aids as required to perform the Work. The Work shall be performed in accordance with these Provisions, the Technical Specifications, and in conformity to lines, grades, and elevations shown on the Plans or as directed by Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan.
- 2.2 The major tasks associated with the Work include, but are not necessarily limited to, the following:
  - 2.2.1 Mobilization and Demobilization – Mobilization and demobilization consist of the importing to and removal from the project sites (respectively) all personnel, equipment, materials, supplies, and incidentals including temporary facilities and utility services required to safely and proficiently perform the Work as required for the construction of the project. Additionally, mobilization and demobilization includes obtaining permits, bonds and other required insurances.
  - 2.2.2 Surveying – Prior to construction, the Contractor shall perform a magnetometer survey at each platform site to verify pipeline or obstruction locations and ensure no unidentified pipelines or other hazards exist within the project area. The magnetometer survey shall be submitted to the Engineer prior to beginning construction. The requirement details for the magnetometer survey are identified in the Technical Specifications.
  - 2.2.3 Temporary Structures – The Contractor is to construct and remove upon completion of the Work all temporary structures as needed so as to provide utility services, field office facilities, temporary navigation aids, and other facilities as required within the defined project limits in order to perform the Work.
  - 2.2.4 Environmental Protection – Environmental protection measures meeting permitting requirements are to be implemented for the duration of the project. Environmental protection measures are to include the prevention of environmental pollution due petroleum, wastes, and other harmful contaminants, and the protection of fish and wildlife resources from construction associated

work activities resulting from the Work.

2.2.5 Use of Equipment – The equipment used for the Work shall be operated within the boundaries of the Work Areas away from existing vegetated wetlands, any oyster leases or other sensitive areas, and private property (unless written permission is granted by owner). The Contractor shall be responsible for returning all disturbed upland areas to pre-existing conditions at no expense to the Owner.

2.3 Construction Sequence: The major work items and Engineer's estimated construction sequence are as follows. The Owner and Engineer will entertain the Contractor's proposed sequence for all other construction items outside of these requirements within the confines of the Contract Time as set forth in GP-7.

2.3.1 Magnetometer survey

2.3.2 Field locate pipelines and other hazards in work areas

2.3.3 Mobilization

2.3.4 Construction of data collection platforms

2.3.5 Demobilization

**SP - 3. MILESTONES**

| Milestone                     | Location or Recipient   | Date Due   | Specification |
|-------------------------------|-------------------------|--|---------------|
| Start of Contract Time        | Contractor and Owner    | As stated in Notice to Proceed   | GP-7          |
| Work Plan Submittal           | Engineer                | 14 days prior to Pre-construction conference   | SP-6          |
| Project Schedule              | Engineer                | 14 days prior to Pre-construction conference; updated and submitted at each Progress Meeting | GP-9;         |
| Pre-Construction Conference   | Contractor and Engineer | As determined by the Engineer after the Notice to Proceed is issued                          | GP-14         |
| Magnetometer Survey           | Engineer                | 21 days prior to mobilizing equipment to begin construction of platforms                     | TS-12         |
| Progress Meetings and Reports | At Project Site         | Every two weeks or as determined at the Pre-Construction Conference (See GP-13, GP-39)       | GP-13         |
| As-Built Surveys              | Engineer                | Prior to final completion and demobilization   | GP-55         |

|                      |                 |   |                        |
|----------------------|-----------------|---|------------------------|
| End of Contract Time | At Project Site | 75 calendar days for base bid and 15 additional calendar days for alternate bid no. 1 following the Notice to Proceed | Instruction to Bidders |
|----------------------|-----------------|---|------------------------|

**SP - 4. DELIVERABLES**

4.1 Submittal Procedures: All submittals shall be transmitted to the Engineer in accordance with the following

- 4.1.1 The number of copies of submittals required for each item shall not be less than the original and 2 copies, plus the number of additional copies that the Contractor desires for his own use.
- 4.1.2 Requests shall be accompanied by a transmittal letter from the Contractor stating that the items of material submitted are the Contractor's selection for construction under the Contract and requesting review. The Contractor shall certify on the cover letter for all submittals that the material being proposed conforms to Contract requirements. Additionally, the Contractor shall forward to the Engineer one copy of the transmittal letter and one copy of the submittal data.
- 4.1.3 The Contractor shall present all materials for each specification section at the same time as one submittal, titled with project title, the State Project Number, and contract number. Incomplete submittals and submittals with inadequate data will be rejected. The Contractor must double-check and sign all submittals before forwarding them for review and action by the Engineer.
- 4.1.4 The Engineer will review the submittal data. The Engineer will review and return the desired number of copies of the submittal, appropriately stamped and signed, to the Contractor. Items returned stamped "Reviewed" or "Furnish as Corrected" shall be considered as adequate to incorporate into the construction. Items returned stamped "Rejected" or "Revise and Resubmit" shall be considered not adequate to incorporate into the construction and shall have the appropriate modifications and corrections made by the contractor and then re-submitted for review. Items stamped "Submit Specified Item" require additional information before Engineer review can be completed. If there are no exceptions taken to the submittal, the original and 1 copy will be retained by the Engineer. All remaining copies will be returned to the Contractor. The Contractor must keep 1 copy at the jobsite at all times. If further action is required by the Contractor, the Engineer will retain 1 copy of the submittal data and return all remaining copies to the Contractor.
- 4.1.5 Review time: All requests for material review shall be submitted in sufficient time so as not to delay the progress of the Work, allowing 14 days after receipt by the Engineer for review, as per GP- 41.
- 4.1.6 Any and all costs, direct or indirect, incurred by the Engineer in reviewing submittals in excess of 2 times will be charged to the Contractor and deducted from the total price of work.

- 4.1.7 The Engineer's approval of shop drawings and/or any aspects of the Work shall not act to transfer Contractor's responsibility for, nor relieve the Contractor from the performance of any of Contractor's duties set forth in the Specifications and Plans.
- 4.1.8 Materials furnished by the Contractor shall not be incorporated into the construction before review except as specified herein.
- 4.1.9 Materials shall be submitted for review in the manner specified herein and under the applicable specific Technical Specifications. The methods of review may include submission of samples, shop drawings (including stock prints), catalogs (including cuts and descriptive literature), schedules, certificates, or field inspection. All materials for which no specific method of review is specified shall be subject to field inspection and review.

#### 4.2 Manufacturer Installation Instructions

- 4.2.1 When specified in individual Technical Specifications, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing to the Engineer in quantities specified herein.
- 4.2.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation

#### 4.3 Manufacturer's Certificates: Submit 3 copies of certificates covering conformity to requirements of referenced Specifications or standard test results as follow:

- 4.3.1 Certificates of conformity to referenced Specifications shall consist of a statement on the manufacturer's letterhead that the materials listed conform to the requirements of the referenced Specifications referred to by number.
- 4.3.2 Certificates of standard test results shall consist of statements on the test laboratory's letterhead of the tests made and the test results. The tests shall have been performed within 1 year of the submittal of the reports for approval. Test reports shall be accompanied by certificates from the manufacturer certifying that the material and equipment proposed to be supplied is of the same type, quality, manufacture, and make as that tested.

#### 4.4 Proposed Products

- 4.4.1 In those instances where the specific technical provisions cite a brand name product, submittal of the material for review is not required unless required by the specific technical provisions. However, the Contractor shall advise the Engineer in writing that the specified brand name product will be used.
- 4.4.2 Materials that are specified by reference to an industry standard or specification that is also stamped or otherwise shown on the material itself and are readily identified in the field do not require submittal of the material for review.

#### 4.5 Product Substitution Procedures



- 4.5.1 Brand name(s): Equivalent items are not acceptable unless specifically authorized in the Specifications by use of the term "Approved Substitute". Should the Contractor propose a substitute when "Approved Substitute" is specified, the Contractor shall include with the submittal, sufficient technical documentation to readily demonstrate the material proposed is, in fact, equal to the brand name(s) specified. Submittals will be rejected if the Contractor fails to submit such documentation or such documentation fails to demonstrate the equality of the item.
- 4.6 Progress Schedule: Progress Schedule shall conform to the requirements of GP-9, and shall show the planned schedule of dates and time lines for the major elements of Work required to complete the Work described in these Specifications, including but not limited to the anticipated dates of the following:
  - 4.6.1 Pre-Construction survey, staking, and site layout.
  - 4.6.2 Initiation of delivery of equipment, materials, and construction operations at the Work Areas.
  - 4.6.3 Date of mobilization at the project site.
  - 4.6.4 The estimated beginning, duration, and ending dates for the construction of each platform, and demobilization.
- 4.7 Prior to Pre-Construction Conference: The Contractor shall submit the following documents to the Engineer two weeks prior to the Pre-Construction Conference specified in GP-14:
  - 4.7.1 Work Plan as specified in GP-8 and SP-6;
  - 4.7.2 Progress Schedule as specified in GP-9;
  - 4.7.3 Copy of typical Daily Progress Report as specified in GP-10.
  - 4.7.4 Hurricane and Severe Storm Plan as specified in GP-11;
  - 4.7.5 Health and Safety Plan as specified in GP-12.
  - 4.7.6 The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference specified in GP-14:
    - 4.7.7 Updates to all plans and schedules based on comments from the Engineer;
    - 4.7.8 Additional construction corridors that differ from what is shown on the Plans (subject to approval by the Engineer and permit modifications).
- 4.8 During Construction: The Contractor shall deliver copies of the following documents upon request by the Engineer, or as specified in these provisions:
  - 4.8.1 The results of all surveys and calculations as specified in TS-12;
  - 4.8.2 Progress Schedule as specified in GP-9;

- 4.8.3 Daily Progress Reports as specified in GP-10 ;
  - 4.8.4 Copies of all inspection reports;
  - 4.8.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
  - 4.8.6 Results of any materials testing.
  - 4.8.7 Administrative Records
- 4.9 Post Construction: The Contractor shall contact the Engineer by phone or electronic mail, 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:
- 4.9.1 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;
  - 4.9.2 As-Built Drawings as specified in GP-55.
  - 4.9.3 Summary of Project Submittals
  - 4.9.4 The following table is a summary of submittals required of the Contractor as part of this section and other sections of these Specifications:

Table 1 Summary of Submittals

| Submittal                        | Location or Recipient           | Date Due  | Specification    |
|----------------------------------|---------------------------------|---|------------------|
| Work Plan                        | Engineer                        | 14 days prior to the Pre-Construction Conference                | GP-8 and SP-6    |
| Progress Schedule                | Engineer                        | 14 days prior to the Pre-Construction Conference                | GP-9             |
| Typical Daily Progress Report    | Engineer                        | 14 days prior to the Pre-Construction Conference                | GP-10            |
| Hurricane and Severe Storm Plan  | Engineer                        | 14 days prior to the Pre-Construction Conference                | GP-11            |
| Health and Safety Plan           | Engineer                        | 14 days prior to the Pre-Construction Conference                | GP-12            |
| Work Plan and Schedule Updates   | Engineer                        | Pre-Construction Conference                                     | GP-9, SP-4, SP-6 |
| Pre-Construction Meeting Minutes | Contractor and Engineer         | As determined by the Engineer after Notice to Proceed is issued | GP-14            |
| Magnetometer Survey              | Engineer                        | 21 days prior to mobilizing equipment for construction          | TS-12            |
| Progress Schedule                | Engineer                        | During Construction; with every bi-weekly progress meeting      | GP-9             |
| Daily Progress Reports           | Resident Project Representative | Daily by 12pm (noon).   | GP-10            |
| Progress Meetings and            | At Project Site                 | Every two weeks or as   | GP-13            |

|  |          |  |       |
|--|----------|--|-------|
| Reports                                  |          | determined at the Pre-Construction Meeting             |       |
| Construction Access and Restoration Plan | Engineer | 14 days prior to the Pre-Construction Conference       | TS-3  |
| Names of All Subcontractors              | Engineer | 14 days prior to the Pre-Construction Conference       | GP-19 |
| Written Notice of Completion of Work     | Engineer | Prior to Final Inspection as Scheduled by the Engineer | GP-54 |
| As-Built Drawings                        | Engineer | Prior to Final Inspection as Scheduled by the Engineer | GP-55 |

**SP - 5. ADDRESSES FOR DOCUMENT DELIVERY**

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 Ave.  
Baton Rouge, LA 70802  
Attn: Renee McKee  
Phone: 225-342-0811  
Fax: 225-342-4674  
Email: [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov)

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

CPRA New Orleans Regional Office  
Attn: David Chambers, P.E.  
2045 Lakeshore Drive, CERM Building, Suite 309  
New Orleans, LA 70122  
Phone: (504) 280-4069  
Fax: (504) 280-4066  
E-mail: [david.chambers@la.gov](mailto:david.chambers@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. WORK PLAN SUPPLEMENTAL**

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

Name and qualifications of the person designated as project superintendent;

- 6.1 List of names and titles of Contractor’s representatives authorized to sign contractual

- documents and payment requisitions;
- 6.2 Source(s) of all construction materials including the company or producer name, mailing and physical address, phone number, and name of contact person for material supplier;
  - 6.3 List of all subcontractors and major material/equipment suppliers that Contractor and Contractor's major subcontractors propose to use. This list shall include up to date names, mailing addresses, and phone numbers;
  - 6.4 Material Transportation Plan
  - 6.5 Construction Access Plan including routes;
  - 6.6 Equipment and material storage, stockpiling, and staging location and layout;
  - 6.7 Construction schedule per GP-9;
  - 6.8 Temporary construction facilities including a description of proposed use areas and site access methods for construction facilities;
  - 6.9 Surveying (including magnetometer) method and Schedule.

#### **SP - 7. DAILY PROGRESS REPORTS**

Daily Progress Reports shall be completed daily following issuance of the Notice to Proceed until Project completion. Reports are due by 12:00 pm the day following the report date. A copy of the typical Daily Progress Report shall be submitted to the Engineer at least fourteen (14) Days prior to the Pre-Construction Conference. Payments may be withheld in accordance with GP-60 for delinquency in submittal of Reports as determined by the Owner and Engineer.

#### **SP - 8. FAILURE TO COMPLETE ON TIME**

For each day the Work remains incomplete beyond the Contract Time, as specified in GP-7, SP-22, or Extension of Contract Time, as specified in GP-44, the sum of one thousand dollars (\$1,000) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

#### **SP - 9. TRANSPORTATION**

The Contractor shall provide daily, safe, and reasonable means of transportation to and from the marine work sites, staging areas, and other work areas for the Owner and Engineer throughout Construction. The schedule and pickup location shall be arranged by the Engineer and the Contractor prior to mobilization. The Contractor shall provide a boat with an operator for the exclusive use of the Engineer and/or Resident Project Representative to tour the Project Site during the Work. The boat shall have the following features:

An enclosed cabin space;

- 9.1 Capable of maintaining 25 knots (29 mph);
- 9.2 Six (6) passenger capacity with PFDs as required;
- 9.3 Coast Guard certified;
- 9.4 Operable marine radio;
- 9.5 All safety equipment required by the Coast Guard for the size and type of that boat;
- 9.6 Draft adequate to access all areas of the project sites.

The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within twelve (12) hours.

In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary transportation at the expense of the Contractor. The costs associated with providing the transportation shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization".

#### **SP - 10. LANDOWNER AND PIPELINE REQUIREMENTS**

- 10.1 The Owner has obtained all temporary easement, servitude, and right-of-way agreements required for construction of the project. The agreements executed with landowners for the Work at the site contain special requirements pertaining to access routes and insurance. The land rights memoranda are included in the Appendix E. The Contractor shall abide by the stipulations set forth by the respective landowners (Grantors).
- 10.2 All equipment and personnel access routes through private and public property shall be reviewed and approved by the Engineer. At no time during this project shall the Contractor cross active oyster leases to gain access to and from each project site.
- 10.3 It is 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.
- 10.4 The Contractor shall notify all pipeline companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the project work limits shall be probed and their locations marked prior to any construction. The Contractor shall maintain all buoys and flagging during construction. No excavation, anchoring, or spudding shall be permitted within fifty feet (50') of any pipeline in the access and flotation channels.

### **SP - 11. OYSTER LEASE RESTRICTIONS**

There are known existing oyster leases near the boundaries of the Project Site. Contractor shall not perform any work within or nearby oyster leases, or move equipment or material across existing active oyster leases. Approved access routes will be provided to the Contractor to avoid oyster leases.

### **SP - 12. THREATENED AND ENDANGERED SPECIES**

West Indian Manatees are identified as threatened and endangered species which have the potential to exist within the boundaries of the Project Site. Any manatee sightings shall be immediately reported to the U.S. Fish and Wildlife Service (USFWS) in Lafayette, Louisiana, Field Office (337) 291-3100 and the Louisiana Department of Wildlife and Fisheries (LDWF), Natural Heritage Program (225) 765-2821.

### **SP - 13. INTENT OF CONTRACT DOCUMENTS**

The intent of the Contract Documents is to include all of the work for the Contract Price and within the Contract time. Contract Documents are to be considered as complimentary. All work not specified and/or not shown on the Plans but which is necessary for the completion and/or functioning and operation of the project, shall be understood and implied as part of the Contract to be performed by the Contractor for the Contract Price. The Contractor shall execute such work in the same manner and with the same character of material as other portions of the Contract without extra compensation.

It is the intention of the Contract Documents to call for finished work, tested, and ready for operation. Any apparatus, material or work described in the Contract Documents and any incidental accessories necessary to make the work complete in all respects and ready for operation (even though not particularly specified) shall be furnished, delivered, and installed by the Contractor without additional expense to the Owner. Minor details not usually shown or specified, but necessary for proper installation and operation, are included in the work just as if herein specified or shown.

The Plans consist of all project drawings and any drawings issued by addenda. In all cases, measured dimensions taken at the site shall take precedence over scale dimensions.

### **SP - 14. QUALITY ASSURANCE**

The Owner and Engineer will periodically observe the construction progress, procedures, and materials of the Contractor. The Contractor shall offer full cooperation to facilitate these observation activities, and shall be responsive to questions regarding methods, equipment, materials, and intentions in pursuing the Work or any particular thereof. Such observation by the Owner and/or Engineer is for the express purpose of verifying compliance by the Contractor with the Contract Documents and shall not be construed as construction supervision nor indication of approval of the manner or location in which the Work is being performed as being a safe practice or place. The safety of the workers on the site is the responsibility of the Contractor. By entering the site, the Contractor and its employees relieve the Owner and Engineer of any responsibility for their safety and accept complete responsibility for any unsafe acts or procedures that may cause them harm.

If the Owner or Engineer rejects Work and/or materials incorporated into the Work, the Contractor shall bear all expenses associated with testing to prove compliance with the Contract Documents, including but not limited to engineering expenses associated with such testing. Any and all such expenses that are paid directly by Owner will be deducted or withheld from subsequent payment(s) to the Contractor.

## **SP - 15. CONSTRUCTION SITE AND JOB CONDITIONS**

**Supervision:** The Contractor's Superintendent shall be on site at all times that work is in progress. The Contractor shall not allow any unsafe or unsanitary conditions to develop as a result of Contractor's operations.

**Site Maintenance:** The Contractor shall not allow trash or debris to accumulate on the site. At the end of the Contract, Contractor shall clean the entire area of any litter resulting from Contractor's operations. The Contractor shall maintain the premises as clean and presentable as good construction practices will allow at all times.

**Utilities:** Water and electrical power will not be furnished by the Owner. Any temporary connections or appurtenances shall be provided by the Contractor at no cost to the Owner and removed from the premises at the conclusion of the Contract.

**Employee Records:** The Contractor and each subcontractor shall keep, or cause to be kept, on the jobsite an accurate record showing names and occupations of all laborers, workmen and mechanics employed by Contractor in connection with the project and the sum per hour paid in dollars and cents. The Owner shall be allowed to inspect such records pursuant to V.T.C.A., Gov. Code, Section 2258.024.

**Temporary Toilets:** The Contractor shall provide and maintain in neat, sanitary condition toilets and other necessary accommodations for employees' use to comply with the regulations of the State Department of Health or other jurisdictions.

**Fire Protection:** The Contractor shall take stringent precautions against fire. Open fires are not allowed unless approved in writing by Owner.

**Work hours:** Construction activities may occur seven (7) days per week, except as otherwise specified herein or if required otherwise by a Contractor provided easement.

## **SP - 16. SITE PHYSICAL DATA**

Information furnished below is for the Contractor's review. However, it is expressly understood that the Owner and Engineer are not responsible for any interpretation or conclusion drawn there from by the Contractor. The Owner and Engineer also are not responsible for any lack of information herein pertaining to physical conditions at the site. The Contractor shall make every effort possible to familiarize himself with and research the conditions to be expected at the site. The Contractor will not be compensated for delay of work due to physical conditions at the site.

**Tidal Conditions:** Under ordinary conditions, the tidal range is about 1.0 ft. However, the height of tide is largely dependent on the force, direction, and duration of the wind. Strong southerly winds may raise the water surface by as much as, and in some cases more than, 2 feet. Strong northerly winds, especially those associated with cold fronts, can lower the water level by 2 feet or more.

**Marine Conditions:** In addition to tidal fluctuations and current velocities mentioned herein, the water at the project site may at times be rough as a result of wind and waves. The Contractor should familiarize himself with the extreme conditions that might be expected throughout the duration of this project. In addition, tropical storms and hurricanes along the coast typically occur during the period June to October. Furthermore, heavy fog can reduce marine visibility significantly during late fall to early spring.

**Soil Condition:** Submerged soils at the project site are weak. Contractor should familiarize himself with the properties of the soil conditions.

## **SP - 17. NOTIFICATION OF DISCOVERY OF HISTORICAL OR CULTURAL SITES**

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

## **SP - 18. UTILITIES AND SIMILAR FACILITIES**

The Contractor shall protect all private and public utilities from damage resulting from the work.

The Contractor shall call the utilities underground location center for field location of utilities within the Project Site work area, barge offloading site, and any other material handling or contractor use areas.

If the work requires removing or relocating a utility, and the work associated with removing or relocating the utility is the responsibility of the utility owner and if this work is not complete before the Contractor begins work, the Contractor shall immediately notify the Engineer in writing.

Any authorized agent of the Owner or utility owners may enter the project site to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such efforts and shall avoid creating delays or hindrances to those doing the work. As needed, the Contractor shall arrange to coordinate work schedules.

To ease or streamline the work, the Contractor may desire to ask utility owners to move, remove, or alter their equipment for convenience of construction. The Contractor shall make the arrangements and pay all costs that arise from them.

All costs required to protect public and private utilities as provided in this section shall be at the Contractor's expense. When others delay the work through late removal or relocation of any utility or similar facility, the Contractor's loss of time will be adjusted by extending Contract time the equivalent length of time.

If the Contract provides notice that utilities will be adjusted, relocated, replaced, or constructed during the prosecution of the work, the Contractor shall carry out the work in a way that will minimize interference and delay for all forces involved. Any costs resulting from the coordination and prosecution of the work regarding utility adjustment, relocation, replacement, or construction shall be at the Contractor's expense as provided.

## **SP - 19. COOPERATION WITH OTHER CONTRACTORS**

The Owner may perform other work at or near the designated project site work area, including any material site, with other forces than those of the Contractor. This work may be done with or without a contract. If such work takes place within or next to this project, the Contractor shall cooperate with all other contractors or forces. The Contractor shall carry out work under this project in a way that will minimize interference and delay for all forces involved. The Engineer will resolve any disagreements that may arise among the contractors or the Contractor and the Owner over the method or order of doing the work. The Engineer's decision in these matters shall be final.

The coordination of the work shall be taken into account by the Contractor as part of the site investigation



and examination of Contract Documents and site of work, and any resulting costs shall be incidental and included within the unit bid prices in the Contract.

## **SP - 20. 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.

## **SP-21 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.

### **21.1 Minimum Scope and Limits of Insurance**

#### **21.1.1 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.

#### **21.1.2 Commercial General Liability**

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

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

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

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

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

21.1.3 Automobile and Watercraft Liability

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

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

21.1.4 Excess Umbrella

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

21.1.5 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.

21.1.6 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.

## 21.2 Other Insurance Provisions

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

### 21.2.1 Worker's Compensation and Employers Liability Coverage

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

### 21.2.2 General Liability Coverage

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

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

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

### 21.2.3 All Coverages

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

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

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

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

### 21.2.4 Acceptability of Insurers

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

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

#### 21.2.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

State of Louisiana  
Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Project # LA-252

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.

#### 21.2.6 Subcontractors

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

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

### 21.2.7 Worker's Compensation Indemnity

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

### 21.2.8 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

## 21.3 Performance and Payment Bond

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

The Contractor shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish(s) in which the Work is to be performed. The Contractor shall obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids. No requests for payment will be processed until receipt of the Certificate of Recordation.

## **SP-22 CONTRACT TIME**

All work designated on the plans and in the specifications shall be substantially completed and the project fully functional within seventy five (75) consecutive calendar days for the base bid and fifteen additional (15) consecutive calendar days for the alternate bid no. 1 from the date specified in the "Order to Proceed" as the starting date for the contract time. The Contractor shall

have 30 calendar days following the issuance of Substantial Completion to complete all punch list items, cleanup the project site, demobilize, and issued final acceptance.

**END OF PART II – SPECIAL PROVISIONS**

## PART III TECHNICAL SPECIFICATIONS

### TS-1 CODES & STANDARDS

- 1.1 The standards under which the work is to be performed or tested are specified throughout the Specifications and Plans. Where such standards are specified, it shall be understood that the latest revision or edition at time of award shall apply.
- 1.2 In referring to standards the following abbreviations have been used. Additional abbreviations will be defined as they appear in the specifications.

| <u>Name</u>  | <u>Abbreviation</u> |
|--|---------------------|
| <i>American Association of State Highway &amp; Transportation Officials</i><br>444 North Capitol<br>Washington, DC 20001 | <i>AASHTO</i>       |
| <i>American Concrete Institute</i><br>Box 19150, Redford Station<br>Detroit, MI 48219                                    | <i>ACI</i>          |
| <i>American Institute of Steel Construction</i><br>1221 Avenue of the Americas<br>New York, NY 10020                     | <i>AISC</i>         |
| <i>American Iron and Steel Institute</i><br>1000 - 16th Street NW<br>Washington, D.C. 20036                              | <i>AISI</i>         |
| <i>American National Standards Institute</i><br>1430 Broadway<br>New York, NY 10018                                      | <i>ANSI</i>         |
| <i>American Society for Testing and Materials</i><br>1916 Race Street<br>Philadelphia, PA 19103                          | <i>ASTM</i>         |
| <i>American Society of Civil Engineers</i><br>345 East 47th Street<br>New York, NY 10017                                 | <i>ASCE</i>         |
| <i>American Welding Society</i><br>2501 NW 7th Street<br>Miami, FL 33125   | <i>AWS</i>          |
| <i>Concrete Plant Manufacturers Bureau</i><br>900 Spring Street<br>Silver Springs, MD                                    | <i>CPMB</i>         |
| <i>Concrete Reinforcing Steel Institute</i><br>933 Plum Grove Road<br>Schaumburg, IL 60195                               | <i>CRSI</i>         |
| <i>National Association of Corrosion Engineers</i><br>P.O. Box 1499  | <i>NACE</i>         |

| <u>Name</u>   | <u>Abbreviation</u> |
|---|---------------------|
| Houston, TX 77001   |                     |
| <i>Occupational Safety and Health Administration US<br/>Department of Labor<br/>Governmental Printing Office<br/>Washington, D.C. 20402</i> | <i>OSHA</i>         |
| <i>Steel Structures Painting Council<br/>4400 Fifth Avenue<br/>Pittsburgh, PA 15213</i>   | <i>SSPC</i>         |
| <i>Uniform Building Code</i>  | <i>UBC</i>          |

### 1.3 INDUSTRY STANDARDS

#### A. Applicability of Standards:

1. Except where Specifications and Plans include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Specifications and Plans. Such standards are made a part of the Specifications and Plans by reference. Individual sections indicate which codes and standards apply to that section. The Contractor shall purchase and maintain available at the project site one copy of all specified standards, codes, documents, or reports that have been referenced in the Specifications and Plans.
2. Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as standard practice.

#### B. Conflicting Requirements:

1. Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced unless the Specifications and Plans indicate otherwise. Refer requirements that are different but apparently equal and uncertainties as to which quality level is more stringent to the Engineer for a decision before proceeding.
2. In every instance, the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values as noted or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.
3. Copies of Standards: Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity.



4. Industry Standards: In addition to Federal, state and local ordinances, the latest edition of the following industry standards shall apply as referred to on the Plans and Specifications.

#### 1.4 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the Work in this Section; all the costs of such Work shall be included in the prices for the various items in the Contractor's Bid Form.

### TS-2 MOBILIZATION AND DEMOBILIZATION

#### 2.1 SCOPE

The scope of the mobilization and demobilization consists of all labor, transportation, and equipment costs necessary to move personnel, equipment, supplies, and incidentals to and from the Project Site, the establishment of offices, buildings, and other facilities necessary for the Work; obtaining bonds and other required insurance, and any other expenses necessary to perform the Work.

#### 2.2 ARBITRARY MOBILIZATION BY CONTRACTOR

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

#### 2.3 RATIO OF MOBILIZATION AND DEMOBILIZATION EFFORT

Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon complete mobilization to the Project Site. The remaining forty percent (40%) will be paid to the Contractor upon completion of Demobilization.

#### 2.4 JUSTIFICATION OF COSTS

If the Owner or Engineer determines that the cost for mobilization and demobilization are unreasonable in relation to the cost of the Work, the Contractor will be required to submit detailed documentation of mobilization and demobilization costs and pricing and such other information that is necessary to justify the costs to the Engineer. The Engineer shall make a determination on the justification of the costs. Failure of the Contractor to adequately justify such costs and their relationships shall result in payment of reasonable mobilization and demobilization costs as determined by the Engineer. The determination by the Engineer is not subject to appeal.

#### 2.5 MEASUREMENT AND PAYMENT

The Contractor shall submit an Application for Payment for the costs incurred to mobilize and demobilize all equipment, personnel, and supplies to and from the project site, obtaining bonds, insurance, and other such expenses. Upon approval by the Engineer, invoices shall be paid for at the percentages, stated in TS-2.3, of Contract lump sum price (LS) for Base Bid Item 1 Mobilization and Demobilization in the schedule of Bid Items. No invoice will be paid for demobilization until completion of Demobilization.

## TS-3 WORK AREA

### 3.1 SUBMITTALS

Construction Access and Restoration Plan: The Contractor is required to submit a Construction Access and Restoration Plan with the Work Plan. This plan will detail expected schedule and access routes for equipment, material, supplies, and labor. The plan shall also describe how the areas disturbed during access will be restored.

### 3.2 LIMITS OF CONSTRUCTION

The limits of construction for access corridors and construction available to the Contractor for accomplishing the Work are documented herein and/or are shown on the Plans. The Contractor may not store material or equipment, in excess of what is needed for this Contract within the Work Area.

### 3.3 SECURITY AND RESTRICTION OF PUBLIC ACCESS

The Contractor shall provide all reasonable measures to protect the public during construction. The Contractor shall not restrict access to the Work Area except for active work areas. The Contractor is permitted to exclude the public from his active Work Area as necessary to perform the Work and to operate in accordance with these Plans and Specifications. Enforcement shall be the Contractor's responsibility at no additional cost to the Owner. The enforcement shall be coordinated with local enforcement agencies and will be subject to approval by the Owner. If requested by the Engineer, the Contractor may be required to install, maintain, and move as necessary signage and/or a safety barrier around any active work area for a distance around the Work Area that is deemed appropriate for safe operation of the work.

### 3.4 GENERAL

The Contractor shall confine his plant including any flammable fuels, equipment and operations of personnel to areas permitted by law, ordinances, permits and the requirements of the Specifications and Plans, and shall not unreasonably encumber the premises with plant or equipment. The Contractor must obey all State and local laws governing traffic along routes. The Contractor is responsible for preparation and restoration of the construction access and vicinity.

### 3.5 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the Work in this Section. All the costs of such work shall be included in the prices bid for the various items in the Schedule of Bid Items.

## TS-4 TEMPORARY CONSTRUCTION FACILITIES

### 4.1 SCOPE

Contractor is responsible for the supply of temporary services and facilities required for the execution of the Work, such as electrical power distribution, water based site access, fuel, temporary lighting, telephone, sanitary facilities, field office, and other facilities

required.

#### 4.2 SUBMITTALS

Contractors Project Use Areas: A description of the proposed Contractor's Project Use Area locations shall be submitted to the Engineer for review with the Work Plan in accordance the requirements in this Section.

#### 4.3 SANITARY FACILITIES AND DOMESTIC WATER SUPPLY

The Contractor shall provide sanitary and drinking water facilities to accommodate his employees and the Engineer to comply with the applicable requirements and regulations.

#### 4.4 USE OF PROJECT SITE

Contractor will not have exclusive or unrestricted use of the Project Site for its operations. Contractor shall recognize and take into account during planning and execution of the Work that the Engineer or Owner may require access to and use of certain areas or spaces during certain periods. The Contractor shall confine his operations at the Project Site to areas within the areas that have been permitted and designated for use. The Contractor shall be responsible for restoring the Contractor Use Areas and other impacted areas to their original condition.

#### 4.5 PROTECTION OF PROPERTY

The Contractor shall not enter private property for any purpose without first obtaining permission from the property owner or his duly authorized representative and shall be responsible for the preservation of all public and private property along and adjacent to work contemplated under the Contract, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall exercise due care in preventing, and shall be responsible for, damages to structures of all kinds, whether privately or publicly owned, and shall protect from disturbance or damage all land monuments until they have been properly referenced by the Engineer.

#### 4.6 STAGING AND STORAGE AREAS

The Contractor is responsible for obtaining staging and storage areas for his use. The staging and storage of equipment and materials by the Contractor is not permitted on private properties without first obtaining permission from the private property owner and proper permits if required. If the Contractor requires additional staging or storage areas, he shall locate, coordinate, obtain use agreements and pay for the use of the additional staging and storage areas located outside of the work area limits at no additional expense to the Owner. The Contractor shall submit a description and copy of legal documents for the additional staging and storage areas to the Engineer as part of the Contractor Project Use Areas submittal. The cost for locating, coordinating, and paying for obtaining and maintaining the additional staging and storage areas shall be included in the Contract price.

#### 4.7 PRIVATELY OWNED FACILITIES

It is the Contractor's responsibility to coordinate with the owners of all public and private properties utilities including any pipelines crossing the project site work areas. The

Contractor shall ensure all construction operations are conducted in accordance with utility and pipeline owner requirements for offset distances and cover protections. Refer to SP-12 Landowner and Pipeline Requirements for information regarding specific requirements.

#### 4.8 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operation in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signal can be displayed; vessels working on, and vessels engaged in operations, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, as set forth in Commandant U.S. Coast Guard Instruction MI6672.2 Navigation Rules: International Inland (Comdtinst M16672.2) or 33 C.F.R. 81 Appendix A (International) and 33 C.F.R. 84 and 33 C.F.R. 84 through 89 (Inland) as applicable.

#### 4.9 ACCESS TO WORK AREA

- A. The Work is assumed to be conducted by the Contractor using floating marine equipment. No permissions or easements for access through marsh are provided. No upland access is provided. Storage of equipment and access from uplands to the navigable waters is solely the responsibility of the Contractor.
- B. Access to the Project Site as shown on the Plans shall be conducted with equipment types and sizes appropriate for the existing depths available at the project site and the access channel as shown on the Plans.
- C. Access to the project work area for small, trailerable boats may be available via local public or commercial boat marinas. The Contractor is responsible for coordinating and obtaining all necessary agreements and easements for access to the project site, vessel moorage, and boat launching facilities at no additional expense to the Owner. Access for marine construction equipment to the project site and adjacent work areas are the responsibility of the Contractor.

#### 4.10 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the Work in this Section. All the costs of such work shall be included in the prices bid for the various items in the Schedule of Bid Items.

### TS-5 WOOD PILES

#### 5.1 SCOPE OF WORK

This work shall consist of providing all equipment, labor and incidentals to install piles in accordance with the plans and these specifications.

#### 5.2 SUBMITTALS

- A. Certification that preservative treatment meets the requirements of these specifications.
- B. Shop drawings and descriptive literature of driving equipment.

5.3 PILES

All piles shall be Southern Yellow Pine or Douglas Fir and shall comply with the table below. Pile lengths will be 50 feet unless otherwise indicated or approved. Maximum length of the pile cut off is 12".

Circumferences and Diameters of Timber Pile

| Length<br>(ft) | 3 Feet from Butt, inches |                       |               |                       | At Tip, inches |                       |
|----------------|--------------------------|-----------------------|---------------|-----------------------|----------------|-----------------------|
|                | Minimum                  |                       | Maximum       |                       | Minimum        |                       |
|                | Circumference            | Diameter<br>(Approx.) | Circumference | Diameter<br>(Approx.) | Circumference  | Diameter<br>(Approx.) |
| 40 to<br>54    | 38                       | 12                    | 63            | 20                    | 22             | 7                     |

Measurements shall be taken with the bark removed. Diameter at 3 feet from butt shall not exceed 20 inches.

5.4 PRESERVATIVE TREATMENT

All wood piles shall be given a preservative treatment of creosote for coastal water installation prior to delivery, which shall comply with the American Wood Preservers Association P1/P13 as specified in the data listed below.

1. Creosote shall be a distillate derived entirely from tar produced by the carbonization of bituminous coal.
2. The new material and the material in use in treating solutions shall conform to the following detailed requirements.

|  | <u>New Material</u> |             | <u>Material in Use</u> |             |
|--|---------------------|-------------|------------------------|-------------|
|  | <u>Not</u>          | <u>Not</u>  | <u>Not</u>             | <u>Not</u>  |
|  | <u>Less</u>         | <u>More</u> | <u>Less</u>            | <u>More</u> |
|  | <u>Than</u>         | <u>Than</u> | <u>Than</u>            | <u>Than</u> |
| 2.1 Water, % by Volume   | --                  | 1.5         | --                     | 3.0         |
| 2.2 Matter Insoluble in Xylene, % by wt.   | --                  | 0.5         | --                     | 1.5         |
| 2.3 Specific Gravity at 38 <sup>o</sup> C compared to water at 15.5 <sup>o</sup> C   |                     |             |                        |             |
| 2.3.1 Whole Creosote   | 1.070               | --          | 1.070                  | --          |
| 2.3.2 Fraction 235-315 C   | 1.028               | --          | 1.028                  | --          |
| 2.3.3 Fraction 315-355 C   | 1.100               |             | 1.100                  |             |
| 2.4 Distillation: The distillate, % by wt. on a water free basis, shall be within the following limits:  |                     |             |                        |             |
| Up to 210C   | --                  | 2.0         | --                     | 2.0         |
| Up to 235 C  | --                  | 12.0        | --                     | 12.0        |
| Up to 270 C  | 10                  | 40          | 10                     | 40          |
| Up to 315 C  | 40                  | 65          | 40                     | 65          |
| Up to 355 C  | 65                  | 77          | 65                     | 77          |
| 3.0 Tests to establish conformance with the foregoing requirements shall be made in accordance with the standard methods of the American Wood Preservers Association (AWPA) (See Standard A1). |                     |             |                        |             |

Creosote for field repairs which include drilled holes, pile cutoffs, pile tops, etc. shall comply with AWPA M4.

The amount of creosote for treatment shall be the minimum specified in the Table below. All penetration requirements of AWWA Standards shall be met. Treating reports shall be made available to the Engineer upon request.

Minimum Retention of Creosote  
(Pounds Per Cubic Foot (kg/cu m) of Wood)

| Material and Usage                          | Creosote   |
|---|------------|
| Coastal Water: Southern Pine or Douglas Fir | 20.0 (320) |

Treated lumber specified in TS-6, timber piles, poles or posts shall be free from heat checks, water bursts, excessive checking, results of chafing or from any other damage or defects that would impair their usefulness or durability for the purpose intended. All holes bored for tests shall be filled with tight fitting treated plugs.

5.5 COLLARS

When the piles are being driven, collars or bands of a design approved by the Engineer, shall be used where required for the protection of butts against splitting, browning, and other damage.

5.6 GENERAL

Piles shall be carefully located to the lines and spacing shown on the plans, and shall be driven either to the plumb position or batter indicated. The maximum permissible deviation for piles out of plumb or off batter shall be 0.5 percent of the pile length. The maximum permission deviation from indicated locations shall be 2 inches for each pile, as measured from the outside edge of each pile in the proposed alignment.

5.7 INSTALLATION

Installations shall conform to all applicable local, parish, and State rules, regulations, codes, ordinances, and Federal laws including safety regulations.

Piles shall be driven with an approved hammer that will obtain required penetration without damaging poles. The butt of each timber pole before driving shall be cut at right angles to the longitudinal axis of the pole, shall be taper-trimmed, and capped with a standard butt-plate, and shall be additionally banded with iron bands if necessary to prevent brooming during driving.

Drive poles plumb and accurately into position indicated on Drawings; a maximum variation not exceeding 3 inches in more than 10% of the total number of piles will be accepted. Any pole that crushes, splits, or otherwise fails while being driven must be immediately removed and replaced with another pole at the Contractor's expense.

5.8 RECORD OF DRIVING

A complete record of each pile driven shall be made by the Contractor for submission to the Engineer. This report shall contain a description of the driving equipment, all dimensions, elevation of point and elevation of butt before and after cutting off. The

report shall also include an accurate record of the number of blows for each foot of penetration and breaks in driving continuity.

5.9 DAMAGED AND MISPLACED PILES

Any pile which is cracked or broken because of improper handling or driving, or which is otherwise injured so as to impair it for its intended use, or any pile driven out of proper location, shall be removed and replaced, or at the option of the Engineer, a second pile may be driven adjacent thereto. All work for removal and cost of replacement shall be borne by the Contractor at no additional expense to the Owner. Any pile furnished by the Contractor which is cracked or broken because of internal defects shall be removed and replaced at no additional expense to the Owner.

5.10 CUT-OFFS

When for any reason, approved by the Engineer, a pile head has not been driven to the cut off elevation, the pile shall be cutoff perpendicular to the axis of the pile at the cutoff elevation. Cutting methods shall be used which will not damage the portion of the pile to be left in place nor the pile reinforcement. Minimum diameters at the cutoff shall be as specified in Section 5.3.

5.11 BACK DRIVING

If specified, when a load test is performed by jacking against an in-place pile, or when piles are driven in clusters or under any condition of relatively close spacing, instrument observations shall be made by the Contractor to determine any uplift. If uplift occurs, pile so affected shall be driven back either to the original resistance, or to the elevation or both, as directed by the Engineer, all without additional cost to the Owner.

5.12 PILE DRIVING EQUIPMENT

Pile driving equipment shall be the type generally used in standard pile driving practice, and shall be subject to approval by the Engineer. The hammer shall have a maximum rated energy of 15,000-foot-pounds per blow and shall be operated at full speed, pressure and stroke as shown in the manufacturer's printed instructions. Driving shall be done with fixed leads that shall hold the pile firmly in position, alignment and in axial alignment with the hammer. Equipment for driving shall be in first class condition and shall be maintained and operated at all times at the efficiency and capacity required herein and as directed by the Engineer.

5.13 PILE LOADS

The pile bearing capacity shall be determined by the engineer, based on the dynamic formula. Piles shall be driven with the approved pile driving equipment to the ordered length.

Dynamic Formula:

$$R = [(1.75 \sqrt{E_r} \log(10 N_b)) - 100] / 2$$

R = Pile Bearing Capacity (Tons)

$E_r$  = Manufacturer's Rated Energy at the field observed ram strike (foot-pounds)

$N_b$  = Number of Hammer Blows/Inch

5.14 PILE LENGTH

Piles shall be a minimum length of 50 feet.

5.15 MEASUREMENT AND PAYMENT

Payment will be made at the unit price bid per linear foot as specified in the bid. Measurement shall be in-place excluding cutoffs.

TS-6 TREATED TIMBER AND LUMBER

6.1 SCOPE OF WORK

This section covers the work necessary for installing treated timber and lumber in accordance with the drawings and these specifications. This work shall consist of furnishing and installing treated timber and lumber in the sizes shown on the drawings.

6.2 SUBMITTALS

The following specific information shall be provided:

- A. Certification that all timber has been treated in accordance with these specifications.
- B. Manufacturer's copy of Material Safety Data Sheets, CCA, Type C, and ACQ, Pressure treated wood.

6.3 TIMBER AND LUMBER

All timber and lumber shall be of Southern Pine, medium grained or better, cut from straight, sound, live trees; shall be well manufactured and shall conform in all respects to applicable requirements of the standard specifications for structural timber, lumber and piling of AASHTO designation M-168.

The following requirements apply to all treated timber and lumber:

- A. Caps, Stringers, Joists, Cross Bracing, etc.      Grade No. 2+ btr      S1S1E, Full  
H/M
- B. Deck Planks, Handrails, Top Cap, etc.      Grade No. 1      S4S  
Nominal width/ thickness

6.4 PRESERVATIVE TREATMENT

All wood (caps, stringers, joists, sheeting, decking, rails, etc.) shall be given a preservative treatment, prior to delivery, in accordance with the requirements of the applicable sections of AWWA P-5 and C-18 (latest revision).

- A. Caps, Stringers, Joists, Cross Bracing, etc.      2.5# pcf CCA
- B. Deck Planks, Handrails, Top Cap, etc.      0.60# pcf ACQ

Treated wood shall be carefully handled with no sudden dropping, breaking of outer fibers, bruising, or penetrating the surface with tools, peaveys, cant hooks, pikes, hooks, or other pointed tools shall not be used in handling treated wood. All cuts or damaged surfaces of wood shall be given two coats of a brush treatment recommended by the



manufacturer. (Cop-R-Tox, formula 202, manufactured by Mobile Paint Mfg. Co., Inc., or equal)

6.5 Wood shall be accurately cut and tightly jointed. Washers shall be used under nuts and bolt heads. Installation shall be as shown on the drawings.

6.6 Cut ends and drilled holes in pressure treated wood shall be treated with preservative before the lumber is installed. Field treatment of copper naphthenate solution with minimum of 2% copper metal. AWWA standard M4-91. (Cop-R-Tox, formula 202, manufactured by Mobile Paint Mfg., Co., Inc., or equal)

6.7 All completed platforms must have reflective lights placed at all four (4) corners of the platform as well as reflective tape wrapped around the pilings at two foot intervals below the platform to the mean low water level.

6.8 MEASUREMENT AND PAYMENT

Payment for constructing the platforms as outlined on the drawings will be made at the unit price per linear foot for platform construction indicated on the drawings. Said price shall include all erection and incidentals, complete, including caps, bracing, stringers, and fasteners.

TS-7 HANDRAILS AND RAILINGS

7.1 SCOPE OF WORK

This section covers the work necessary to furnish and install handrails and railings, complete.

7.2 TIMBER

Provide treated timber per TS-5.

7.3 CABLE

Cable shall be 3/8" galvanized steel aircraft cable. Cable shall be 7x7 strand.

7.4 TERMINATION/TURNUCKLE SYSTEM

The termination system for the cable railing system shall be the Toogle Jaw or Lag Stud System manufactured Hayn Lines or approved equal.

7.5 FASTENERS

Provide materials as shown on the drawings and as specified in TS-8.

7.6 SETTING POSTS

A. Set posts plumb and aligned to within 1/4 inch (3 mm) in 12 feet (3.66 m).

B. Set rails horizontal or parallel to rake of steps to within 1/4 inch (3 mm) in 12 feet (3.66 m).

C. Assemble and install in accordance with details shown on drawings.

7.7 MEASUREMENT AND PAYMENT

Payment will be made at the unit price bid per linear foot as specified in the bid. Said price shall include all erection and incidentals, complete, including cable, posts, and fasteners.

## TS-8 MISCELLANEOUS METALS

### 8.1 SCOPE OF WORK

Furnish all labor, materials, equipment and incidentals required and install covers, grates, frames, and other miscellaneous metal as shown on the drawings and specified herein. The miscellaneous metal items include, but are not limited to, the following:

- A. Anchors or anchor bolts except those specified to be furnished with all equipment.
- B. Metal plates, angle frames, plates, and miscellaneous angles and channels as shown on the drawings.

### 8.2 COORDINATION

- A. The work of this section shall be completely coordinated with the work of other sections. Verify at the site both the dimensions and work of other trades adjoining items of work in this section before fabrication and installation of items herein specified.
- B. Furnish to the pertinent trades all items included under this section that are to be built into the work of other sections.

### 8.3 SHOP DRAWINGS

Detail drawings showing sizes of members, method of assembly, anchorage, and connection to other members shall be submitted to the Engineer for approval before fabrication.

### 8.4 FIELD MEASUREMENTS

Field measurements shall be taken at the site to verify or supplement indicated dimensions and to insure proper fitting of all items.

### 8.6 REFERENCE SPECIFICATIONS

Unless otherwise specified, materials shall conform to the following:

|                                     |                                  |
|-------------------------------------|----------------------------------|
| Galvanizing, general                | ASTM A123                        |
| Galvanizing, hardware               | ASTM A153                        |
| Galvanizing, assemblies             | ASTM A386                        |
| Aluminum (extruded shapes)          | ASTM B209, 6063 T5 (Alum. alloy) |
| Aluminum Sheet and Plate            | ASTM B209, 6061 T6 (Alum. alloy) |
| Bolts and Nuts                      | ASTM A307                        |
| Stainless Steel Bolts, Bars, Shapes | AISI, Type 316                   |

8.7 ANCHORS, BOLTS, AND FASTENING DEVICES

- A. Anchors, bolts and accessories shall be furnished as necessary for installation of the work of this section.
- B. The bolts used to attach the various members to the anchors shall be the sizes shown or required.
- C. For structural purposes, unless otherwise noted, expansion bolts shall be Wej-it "Ankr-Tite", Phillips Drill Co. "Wedge Anchors", or Hilti "Kwik-Bolt". When length of bolt is not called for on the drawings, the length of bolt provided shall be sufficient to place the wedge portion of the bolt a minimum of one inch (1") behind the reinforcing steel within the concrete. Material shall be as noted on the drawings, or if not listed, galvanized steel shall be used.

8.8 STEEL ITEMS

- A. Miscellaneous steel shall be fabricated and installed in accordance with the drawings and shall include; anchor bolts; and any other miscellaneous steel called for on the drawings and not otherwise specified.

8.9 FABRICATION

- A. All miscellaneous metal work shall be formed true to detail, with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture and free from defects impairing strength or durability.
- B. Connections and accessories shall be of sufficient strength to safely withstand stresses and strains to which they will be subjected. Steel accessories and connections to steel shall be steel, unless otherwise specified. Threaded connections shall be made so that the threads are concealed by fitting.
- C. Welded joints shall be rigid and continuously welded or spot welded as specified or shown. The face of welds shall be dressed flush and smooth. Exposed joints shall be close fitting and jointed where least conspicuous.
- D. Welding of parts shall be in accordance with the Standard Code for Arc and Gas Welding in Building Construction of the AWS and shall only be done where shown, specified, or permitted by the Engineer. All welding shall be done only by welders certified as to their ability to perform welding in accordance with the requirements of the AWS Code. Component parts of built-up members to be welded shall be adequately supported and clamped or held by other adequate means to hold the parts in proper relation for welding.
- E. Welding of aluminum shall conform to the applicable provisions of the AA-30 for aluminum structures. The general recommendations and regulations of AWS D1.1 as applicable shall apply to welded aluminum.
- F. Castings shall be of good quality, strong, tough, even-grained, smooth, free from scale, lumps, blisters, sand holes, and defects of any kind which render them unfit for the service for which they are intended. Castings shall be thoroughly cleaned and

will be subjected to a hammer inspection in the field by the Engineer. All finished surfaces shown on the drawings and/or specified shall be machined to a true plane surface and shall be true and seat at all points without rocking. Allowances shall be made in the patterns so that the thickness specified or shown shall not be reduced in obtaining finished surfaces. Castings will not be acceptable if the actual weight is less than 95 percent of the theoretical weight computed from the dimensions shown. The Contractor shall provide facilities for weighing castings in the presence of the Engineer showing true weights, certified by the supplier.

- G. All steel finish work shall be thoroughly cleaned, by effective means, of all loose mill scale, rust, and foreign matter before shipment and shall be given one shop coat of primer compatible with finish coats specified in Painting Section after fabrication but before shipping. Paint shall be applied to dry surfaces and shall be thoroughly and evenly spread and well worked into joints and other open spaces. Abrasions in the field shall be touched up with primer immediately after erection.
- H. Galvanizing, where required, shall be the hot-dip zinc process after fabrication. Following all manufacturing operations, all items to be galvanized shall be thoroughly cleaned, pickled, fluxed, and completely immersed in a bath of molten zinc. The resulting coating shall be adherent and shall be the normal coating to be obtained by immersing the items in a bath of molten zinc and allowing them to remain in the batch until their temperature becomes the same as the bath. Coating shall be not less than 2 oz. per sq. ft. of surface.

#### 8.10 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the Work in this Section. All the costs of such work shall be included in the prices bid for the various items in the Schedule of Bid Items.

### TS-9 COMPOSITE DECKING (MOLDED MESH GRATING)

#### 9.1 SCOPE OF WORK

The CONTRACTOR shall furnish, fabricate (where necessary), and install all fiberglass reinforced plastic (FRP) items, with all appurtenances, accessories and incidentals necessary to produce a complete, operable and serviceable installation as shown on the Contract Drawings and as specified herein, and in accordance with the requirements of the Contract Documents.

#### 9.2 REFERENCES

- A. The publications listed below (latest revision applicable) form a part of this specification to the extent referenced herein. The publications are referred to within the text by the designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) Test Methods:

ASTM D 635 Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position

ASTM E 84 Surface Burning Characteristics of Building Materials

### 9.3 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall furnish shop drawings of all fabricated gratings and accessories in accordance with the provisions of this Section.
- B. The CONTRACTOR shall furnish manufacturer's shop drawings clearly showing material sizes, types, styles, part or catalog numbers, complete details for the fabrication and erection of components including, but not limited to, location, lengths, type and sizes of fasteners, clip angles, member sizes, and connection details.
- C. The CONTRACTOR shall submit the manufacturer's published literature including structural design data, structural properties data, grating load/deflection tables, corrosion resistance tables, certificates of compliance, test reports as applicable, concrete anchor systems and their allowable load tables, and design calculations for systems not sized or designed in the contract documents.
- D. The CONTRACTOR may be requested to submit sample pieces of each item specified herein for acceptance by the ENGINEER as to quality and color. Sample pieces shall be manufactured by the method to be used in the WORK.

### 9.4 QUALITY ASSURANCE

- A. All items to be provided under this Section shall be furnished only by manufacturers having a minimum of ten (10) years experience in the design and manufacture of similar products and systems. Additionally, if requested, a record of at least five (5) previous, separate, similar successful installations in the last five (5) years shall be provided.
- B. Manufacturer shall offer a 3 year limited warranty on all FRP products against defects in materials and workmanship.
- C. Manufacturer shall be certified to the ISO 9001-2008 standard.
- D. Manufacturer shall provide proof of certification from at least two other quality assurance programs for its facilities or products (DNV, ABS, USCG, AARR).

### 9.5 PRODUCT DELIVERY AND STORAGE

- A. Delivery of Materials: Manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer. Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.
- B. Storage of Products: All materials shall be carefully handled to prevent them from

abrasion, cracking, chipping, twisting, other deformations, and other types of damage. Adhesives, resins and their catalysts are to be stored in dry indoor storage facilities between 70 and 85 degrees Fahrenheit (21 to 29 degrees Celsius) until they are required.

9.6 MANUFACTURER

- A. Access Floor Grating shall be Micro-Mesh<sup>®</sup> as manufactured by:

**Fibergrate Composite Structures Inc.**

5151 Belt Line Road, Suite 1212

Dallas, Texas 75254-7028 USA

(800) 527-4043 Phone (972) 250-1530 Fax

Website: [www.fibergrate.com](http://www.fibergrate.com)

E-mail: [info@fibergrate.com](mailto:info@fibergrate.com)

9.7 GENERAL

- A. All FRP items furnished under this Section shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
- B. Fiberglass reinforcement shall be continuous roving in sufficient quantities as needed by the application and/or physical properties required.
- C. Resin shall be Polyester, with chemical formulations as necessary to provide the corrosion resistance, strength and other physical properties as required.
- D. All finished surfaces of FRP items and fabrications shall be non-slip, resin-rich, free of voids and without dry spots, cracks, crazes or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.
- E. All grating products shall have a tested flame spread rating of 25 or less per ASTM E-84 Tunnel Test. Gratings shall not burn past the 25 mm reference mark and will be classified HB per ASTM D635.
- F. All mechanical grating clips shall be manufactured of Type 316SS (stainless steel).

9.8 MOLDED FRP GRATING

- A. Manufacture: Grating shall be of a one piece molded construction with tops and bottoms of bearing bars and cross bars in the same plane. Grating shall have a square mesh pattern providing bidirectional strength. Grating shall be reinforced with continuous rovings of equal number of layers in each direction. The top layer of reinforcement shall be no more than 1/8" below the top surface of the grating so as to provide maximum stiffness and prevent resin chipping of unreinforced surfaces. Percentage of glass (by weight) shall not exceed 35% so as to achieve maximum

corrosion resistance, and as required to maintain the structural requirements of the CONTRACT.

After molding, no dry glass fibers shall be visible on any surface of bearing bars or cross bars. All bars shall be smooth and uniform with no evidence of fiber orientation irregularities, interlaminar voids, porosity, resin rich or resin starved areas.

- B. Non-slip surfacing: Grating shall be manufactured with a grit top surface.
- C. Bar intersections of full depth bars are to be filleted to a minimum radius of 1/16" to eliminate local stress concentrations and the possibility of resin cracking at these locations. Intersections of secondary, partial depth bars do not require a fillet.
- D. Fire rating: Grating shall be fire retardant with a tested flame spread rating of 25 or less when tested in accordance with ASTM E 84. Certifications shall be dated within the past two years and test data performed only on the resin shall not be acceptable.
- E. Resin system: The resin system used in the manufacture of the grating shall be Corvex<sup>®</sup>. Manufacturer may be required to submit corrosion data from tests performed on actual grating products in standard chemical environments. Corrosion resistance data of the base resin from the manufacturer is not a true indicator of grating product corrosion resistance and shall not be accepted.
- F. Color: Light Gray
- G. Depth: 1-1/2" with a tolerance of plus or minus 1/16".
- H. Mesh Configuration: 1-1/2" square mesh bottom, 3/4" square mesh top, with a tolerance of plus or minus 1/16" mesh centerline to centerline. Top surface meets ADA requirements. Panels shall be 2'0" x 2'0" square.
- I. Load/Deflection: Load capacity and deflection data was developed using the Recommended Test Procedures for Access Floors by the Ceilings & Interior Systems Construction Association (CISCA). Setup requires that the panels “. . . shall be supported on an understructure support identical to that utilized in an installed system.” Load criteria reflect a Case 1 condition defined as “Concentrated loading at the center of the panel (centroid) with panel supported at four (4) corners.”  
  
A load of 500 pounds with concentrated loading at the center of the panel (Case 1 centroid) will produce a deflection of 0.07".
- J. Substitutions: Other products of equal strength, stiffness, corrosion resistance and overall quality may be submitted with the proper supporting data to the engineer for approval.

## 9.9 GRATING FABRICATION

- A. Measurements: Grating supplied shall meet the dimensional requirements and tolerances as shown or specified. The Contractor shall provide and/or verify measurements in field for work fabricated to fit field conditions as required by

grating manufacturer to complete the work. When field dimensions are not required, contractor shall determine correct size and locations of required holes or cutouts from field dimensions before grating fabrication.

- B. Layout: Each grating section shall be readily removable, except where indicated on drawings. Manufacturer to provide openings and holes where located on the contract drawings. Grating openings which fit around protrusions (pipes, cables, machinery, etc.) shall be discontinuous at approximately the centerline of opening so each section of grating is readily removable.
- C. Sealing: All shop fabricated grating cuts shall be coated with vinyl ester resin to provide maximum corrosion resistance. All field fabricated grating cuts shall be coated similarly by the contractor in accordance with the manufacturer's instructions.
- D. Hardware: Type 316 stainless steel hold-down clips shall be provided and spaced at maximum of four feet apart with a minimum of four per piece of grating, or as recommended by the manufacturer. Fasteners shall be Type 316 stainless steel self-tapping wood as recommended by the manufacturer.

#### 9.10 INSPECTION

- A. Shop inspection is authorized as required by the Owner and shall be at Owner's expense. The fabricator shall give ample notice to Contractor prior to the beginning of any fabrication work so that inspection may be provided. The grating shall be as free, as commercially possible, from visual defects such as foreign inclusions, delamination, blisters, resin burns, air bubbles and pits. The surface shall have a smooth finish (except for grit top surfaces).

#### 9.11 INSTALLATION

- A. Contractor shall install gratings in accordance with manufacturer's assembly drawings. Panels are to be supported with grating legs in each corner or other equivalent support mechanism. Lock grating panels securely in place with hold-down fasteners or as specified herein. Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instructions when cutting or drilling fiberglass products or using resin products; provide adequate ventilation.

#### 9.12 MEASUREMENT AND PAYMENT

Payment will be made at the unit price bid per square foot as specified in the bid. Said price shall include all erection and incidentals, complete, including decking (grate), clips, and fasteners.

### TS-10 NAVIGATION LIGHT

- 10.1 Marine Lantern: USCG approved self-contained solar-powered navigational lantern with flash characteristic FL2.5S (WHITE), omnidirectional, manufactured by Tideland Signal or pre-approved equal.



## 10.2 MEASUREMENT AND PAYMENT

Navigation lights shall be paid for at the contract unit price per each, which price and payment shall be full compensation for furnishing all plant, labor, material, equipment and all other incidentals as specified herein and as shown on the drawings.

## TS-11 PVC PIPE

### 11.1 PIPE

A. Polyvinyl chloride (PVC) pipe shall conform to ASTM D 1785 - Schedule 80, suitable for solvent weld joints.

### 11.2 FITTINGS

A. Fittings shall be socket fittings conforming to ASTM D 2467 - Schedule 80.

### 11.3 PIPE SUPPORTS

A. Pipe riser clamp shall type 304 Stainless Steel and comply with Federal Specification A-A-1192A (Type 8), WW-H-171-E (Type 8), ANSI/MSS SP-69 and MSS SP-58 (Type 8). Manufactured by ANVIL FIG 261SS or approved equal.

B. U-Bolts shall be Type 304 Stainless Steel and as specified on drawings nos. 3 and 4.

### 11.4 MEASUREMENT AND PAYMENT

Payment will be made at the unit price bid per each as specified in the bid. Said price shall include all erection and incidentals, complete, including pipe, riser clamps, and fasteners.

## TS-12 MAGNETOMETER SURVEY

12.1 The Contractor shall perform Pre- Construction Magnetometer survey at each DCP site and known wellhead and pipeline locations along the Work Area. The Contractor shall submit a magnetometer survey plan identifying the track line spacing (or grid), routing, probing, and number of passes intended to be performed for each area in which magnetometer survey work is to be carried out including detailed information about the magnetometer equipment and its capacities to the Engineer for review and approval. Magnetometer data shall be collected on all known well heads within 200 feet of the project features. All pipelines within 200 feet of the project work site(s) shall be probed and marked throughout construction. Magnetometer and bathymetric survey drawings shall be submitted to the Engineer for approval prior to the commencement of dredging and construction work. The magnetometer drawings shall show all track lines (planned and actual), coordinates, amplitudes, signature types, and signature widths of all hits. The results of pipeline probing, including coordinates, top of the pipe elevations, mud line elevation, and cover over the pipe shall also be represented. Results of

magnetometer survey shall be submitted to the Engineer at least 14 days prior to the start of construction and as required elsewhere for progress surveys.

12.2 MEASUREMENT AND PAYMENT

Payment for Magnetometer Surveys shall be made at contract lump sum. Price and payment shall constitute full compensation for furnishing all labor, materials and equipment to perform the Magnetometer Survey specified herein.

TS-13 NAVIGATION LIGHT/FOG SIGNAL

13.1 Contractor shall provide and install a Class B Single Lift Unitized Navigational Aids System (self-contained solar powered light/fog signal unit) on the EMPIRE SWMP 0022 Platform, as manufactured by Tideland Signal or pre-approved equal.

13.2 The Lantern shall be a ML-155 MaxLumina with a 155mm acrylic Fresnel lens incorporating 38 optical elements.

13.4 Flasher/Lampchangers shall be Class B Single Lift ML-155 lantern utilizing either a TF-3B MicroPower OMNIBUS II, a completely automatic solid-state flasher and six-place lampchanger, or RETRO flasher, an LED replacement light source.

13.5 Fog Signal shall be an AB-26 Audiobeam, U.S. Coast Guard-approved 1/2 NM fog signal, with ECU-660 electronics, broadcasting a 360<sup>0</sup> sound beam in the horizon plane with a preselected code.

13.6 Power shall be three 40 watt solar panels and seven V12MF energy cells (enclosed in a watertight fiberglass FG-12 battery box). The electric energy output shall be separate for the fog signal and the marine lantern and provide standalone service for continuous year-round operation.

13.7 MEASUREMENT AND PAYMENT

Payment for Class B Unitized Navigational Aids System shall be made per each. Price and payment shall constitute full compensation for furnishing all labor, materials and equipment to provide and install the fog signal and power source specified herein.

**END OF PART III TECHNICAL SPECIFICATIONS**

**APPENDIX A**  
**SUBCONTRACTOR REPORT**



**APPENDIX B**

**INTERPRETATION OR CLARIFICATION BY ENGINEER**

**INTERPRETATION OR CLARIFICATION BY ENGINEER**

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

LICENSE NUMBER: \_\_\_\_\_

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

SUBJECT: \_\_\_\_\_

**SUMMARY OF MATTER BY CONTRACTOR**

---

**INTERPRETATION OR CLARIFICATION BY ENGINEER**

**SUMMARY OF MATTER BY CONTRACTOR**

---

**APPENDIX C**

**DAILY PROGRESS REPORT TEMPLATE**





**APPENDIX D**  
**COASTAL USE PERMIT**



**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.:** P20160627

**C.O.E. No.:** MVN 2016- 01220 ES

**NAME:** **COASTAL PROTECTION AND RESTORATION AUTHORITY**  
c/o DIGITAL ENGINEERING  
527 W. ESPLANADE AVE SUITE 200  
KENNER, LA 70065  
Attn: Christina Shurley

**LOCATION:** **Jefferson, Plaquemines Parishes, LA**

SWMP0017 - LAT 29-13-52.88n / LONG -90-02-54.68W; SWMP0015 - LAT 29-20-01.05N / LONG -89-59-18.60W; SWMP0024 - LAT 29-23-09.22N / LONG -89-54-07.25W; SWMP0022 - LAT 29-18-16.28N / LONG -89-35-49.23W.

**DESCRIPTION:** Proposed construction of four (4) data collection platforms in the Barataria Basin. Platforms will consist of six (6) piles each with an 8'x8' upper platform and an 8'x4' lower platform and will support environmental data collection equipment.

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

1. Carry out, perform, and/or operate the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The applicant will notify the Office of Coastal Management of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the Office of Coastal Management by entering a commencement date through the online system, or by mailing said information to OCM.
10. Unless specified elsewhere in this permit, this permit authorizes the initiation of the coastal use described under "Coastal Use Description" for two years from the date of the signature of the Secretary or his designee. If the coastal use is not initiated within this two year period, then this permit will expire and the applicant will be required to submit a new application. Initiation of the coastal use, for the purposes of this permit, means the actual physical beginning of the use of activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the coastal use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, the permittee must, in good faith, and with due diligence, reasonably progress toward completion of the project once the coastal use has been initiated.
11. The following special conditions must also be met in order for the use to meet the guidelines of the Coastal Resources Program:
  - a. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.
  - b. 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.

- c. 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.
- d. 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.
- e. Structures must be marked/lighted in accordance with U. S. Coast Guard regulations.
- f. Applicant shall not discharge any drilling and/or workover effluent except for flocculated filtered water.

Applicant shall not discharge any human waste which does not meet or exceed the requirements of the Department of Health and Hospitals.

Applicant shall not discharge any produced waters.

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

Applicant shall use any dredged material beneficially to create/restore emergent wetlands or place the material in open water in such a manner not to decrease the water depth greater than six inches.

Applicant shall provide to the LDWF a water bottom assessment (unless waived by LDWF) that meets LDWF protocol prior to commencement of the activity. A waiver request must be submitted to LDWF in writing and must state the justification for the request. Applicant may, at the request of LDWF and prior written approval of OCM, be required to modify the project if the proposed location unnecessarily impacts oyster reefs.

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



this action.

- i. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.
- j. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.
- k. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:1.723.D.). Please note that a request for permit extension MUST be made no sooner than one hundred eighty (180) days and no later than sixty (60) days prior to the expiration of the permit.

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

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.

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

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

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

I affix my signature and issue this permit this 4th day of December, 2016.

THE DEPARTMENT OF NATURAL RESOURCES

Handwritten signature of Karl L. Morgan in black ink.

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) [P20160627](#) [Final Plats](#) [09/13/2016](#)

cc: Martin Mayer, COE w/attachments  
Dave Butler, LDWF w/attachments  
Jessica Diez, OCM w/attachments  
Frank Cole, OCM/FI w/attachments  
Jefferson Parish w/attachments  
Plaquemines Parish w/attachments

COASTAL PROTECTION AND RESTORATION AUTHORITY w/attachments

**APPENDIX E**  
**LAND RIGHTS**

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
STATE LAND OFFICE**

**GRANT OF PARTICULAR USE and RIGHT OF ENTRY  
FOR CONSTRUCTION OF THE  
SYSTEM-WIDE ASSESSMENT & MONITORING PROGRAM - SWAMP DATA  
COLLECTION PLATFORMS PROJECT**

**Jefferson and Plaquemines Parishes, Louisiana**

**STATE OF LOUISIANA** §

**PARISH OF JEFFERSON & PLAQUEMINES** §

**THE STATE OF LOUISIANA**, acting through the State Land Office, Division of Administration (the "Owner"), hereby grants to The COASTAL PROTECTION AND RESTORATION AUTHORITY ("CPRA"), as authorized and directed by the policy of the Coastal Protection and Restoration Authority ("CPRA"), herein represented by and appearing through the Executive Director of CPRA, Michael Ellis, for the construction of the **System-Wide Assessment & Monitoring Program – Swamp Data Collection Platforms Project LA-0252** (the "Project") (the "Grantee") a Grant of Particular Use/Right and Authorization for Entry of the below-described State-owned seashore, State lands and State water bottoms, to the extent of any interest therein owned, claimed, or subject to claim by the State of Louisiana, upon the following terms and conditions:

1. The Owner hereby grants to Grantee an irrevocable right to enter and use, within the project limits, upon the State-owned seashore, State lands and State water bottoms within the areas described specifically in the attached Exhibit A.
2. This Grant of Particular Use is solely for the purposes of entry, construction (including, but not limited to, mining of dredge material), access, and survey work of the "Project", as particularly described within the project limits, and attached hereto as Exhibit A, including all appurtenances thereto and the underground appurtenances; reserving, however, to the Owner, its successors, and assigns all such rights and privileges as may be used without interfering with or abridging the rights herein granted; subject, however, to existing easements for public utilities, and pipelines.
3. This Grant of Particular Use includes the right of ingress and egress on other State-owned seashore, State lands and State water bottoms not described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee, and provided that the Grantee gives sufficient notice to the Owner of the need for such ingress and egress.
4. All tools, equipment, and other property (excluding project features) taken upon or placed upon the State-owned seashore, State lands and State water bottoms by the Grantee or its contractor(s) shall remain the property of the Grantee or its contractor(s). All such tools, equipment, and other property shall be removed by the Grantee or its contractor(s) within sixty days of completion of the work.
5. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this Grant of Particular Use.
6. This Grant of Particular Use applies to officers and employees of the Grantee, and to its agents, representatives, and private contractors. This Grant of Particular Use obviates the necessity for the Grantee and/or its contractors, employees and assigns to acquire any other permits from the State Land Office in order to proceed with the work described herein. The Grantee agrees to include the following paragraph to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4575, to notify



the Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms.

7. The State of Louisiana may own or claim and specifically reserves the right to claim any of the seashore, land and water bottoms within all project limits and borrow area shown on Exhibit A.

The land and water bottoms affected by this grant of particular use are further shown on Exhibit A as project limits and borrow area.

8. The State-owned seashore, State land and State water bottom usage affected by this Grant of Particular Use is as follows:

- A. The right to access, construct, and survey the Project named in Paragraph One (1) of this Grant of Particular Use.

- B. The right to post signs or notices on or near appropriate project features on the State-owned seashore, State lands and State water bottoms, as may be necessary for reasons of public safety or identification.

- C. The right to alter or remove structures and/or appurtenances constructed on the State-owned seashore, State lands and State water bottoms pursuant to the Project named in Paragraph One (1) of this Grant of Particular Use.

- D. The right to patrol and police the State-owned seashore, State lands and State water bottoms during the period of this Grant of Particular Use.

9. The following restrictions apply:

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

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

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

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

10. In the event of non-compliance with any of the above stipulations, the Owner shall notify the Grantees of any such non-compliance by certified mail directed to: Executive Director, Coastal Protection and Restoration Authority, 450 Laurel Street, Suite 1501, Baton Rouge, LA 70801. Thereafter, the Grantee shall have one hundred twenty (120) days from receipt of the certified mailing to achieve compliance. Should the Grantee fail to achieve compliance within those one hundred twenty (120) days, this Grant of Particular Use shall become null and void.
11. This Grant of Particular Use may be transferred or assigned to the agents, employees, and contractors of Grantee for the same purposes and upon the same terms as with respect to the Grantee.
12. Nothing herein shall constitute a waiver of any interests, claims, rights, actions, remedies, or privileges otherwise available to Owner or Grantee.
13. Exercise of the rights of entry conveyed herein in any manner by CPRA and/or its agents, employees, and contractors constitutes acceptance of the rights granted by this Authorization and any and all terms, restrictions, and conditions set forth herein.

{The remainder of this page intentionally left blank}

IN WITNESS WHEREOF, OWNER has executed this agreement in the presence of the undersigned notary and witnesses on this 2 day of March, 2016:

WITNESSES:

STATE OF LOUISIANA

Lynn Henderson (sign)  
Lynn Henderson (print)

By:

Spencer Robinson  
SPENCER ROBINSON  
Public Lands Administrator  
STATE LAND OFFICE  
DIVISION OF ADMINISTRATION

Tripp Fairly (sign)  
Tripp Fairly (print)

Albert Allen Thom, II  
Notary Public

Albert Allen Thom, II, Notary Public  
Livingston Parish, Louisiana  
Notary I.D. # 88260  
My Commission is for Life

(print)

Bar Roll/Notary ID No. \_\_\_\_\_

THUS DONE, PASSED, AND SIGNED on this 4th day of March, 2016, before the below-named notary and competent witnesses.

WITNESSES:

STATE OF LOUISIANA  
COASTAL PROTECTION  
AND RESTORATION AUTHORITY

Elizabeth P. Shoenfelt (sign)  
Elizabeth P. Shoenfelt (print)

Michelle Klecker (sign)  
Michelle Klecker (print)

By:

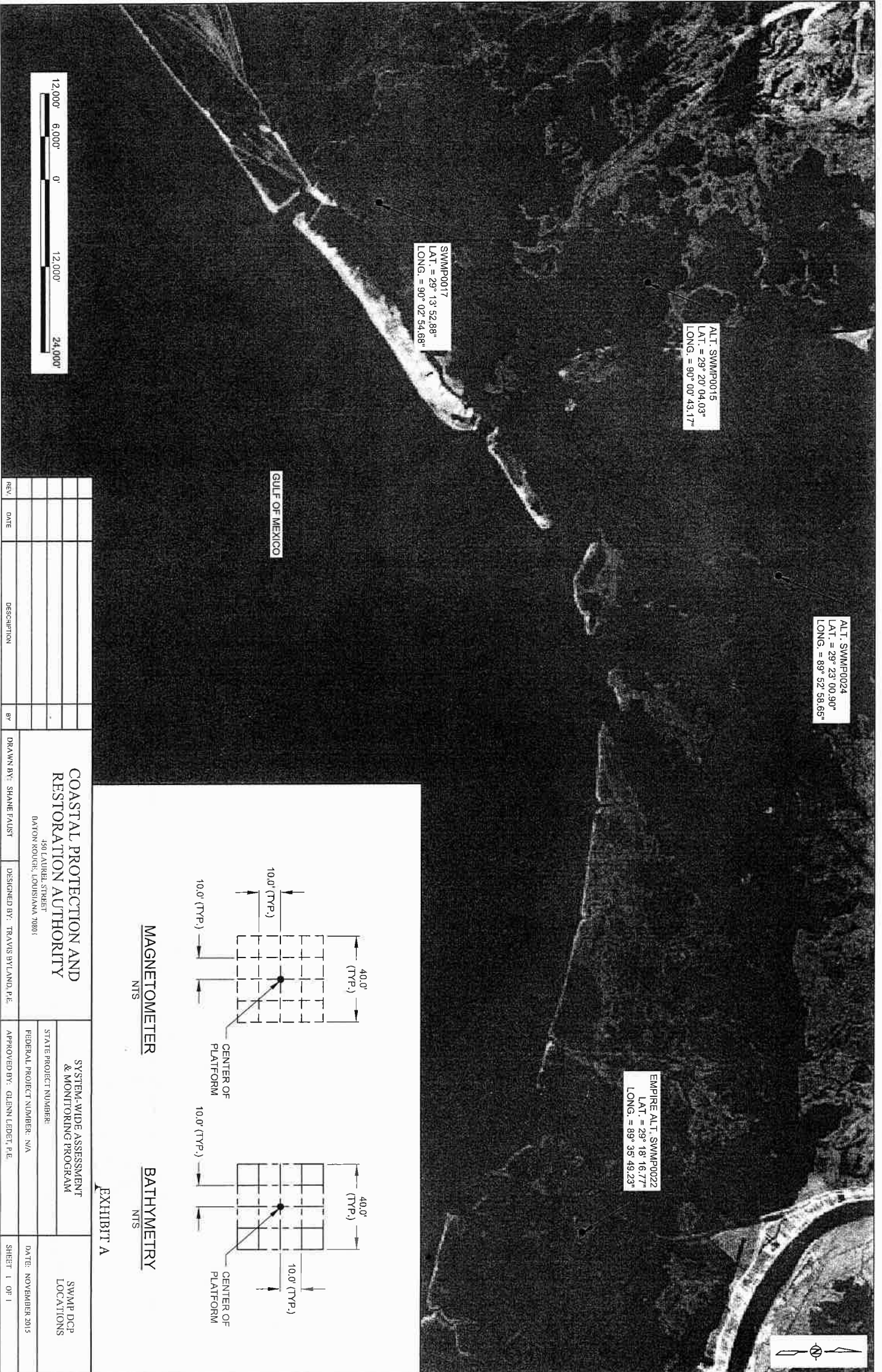
Michael Ellis  
MICHAEL ELLIS  
Executive Director

Clifton O. Bingham, Jr.  
Notary Public  
Clifton O. Bingham, Jr. (print)

Bar Roll/Notary ID No. 03052



OFFICIAL SEAL  
Clifton O. Bingham, Jr.  
BAR ROLL # 03052  
STATE OF LOUISIANA  
My Commission is for Life



| REV | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
|     |      |             |    |
|     |      |             |    |
|     |      |             |    |

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

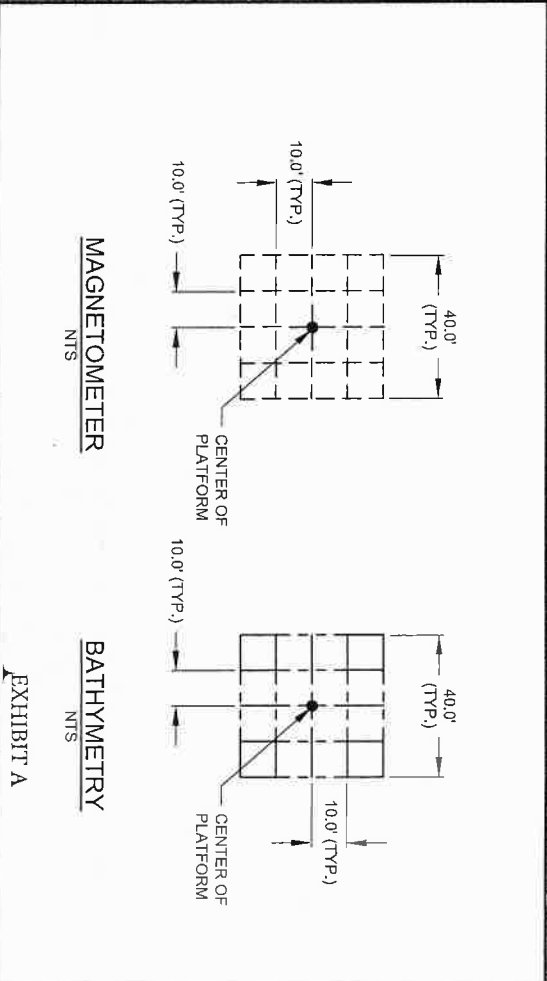
**SYSTEM-WIDE ASSESSMENT & MONITORING PROGRAM**

DESIGNED BY: TRAVIS BYLAND, P.E.  
 DRAWN BY: SHANE FAUST

FEDERAL PROJECT NUMBER: N/A  
 STATE PROJECT NUMBER:

DATE: NOVEMBER 2015  
 SHEET 1 OF 1

SWMP DCP LOCATIONS



FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA  
11612858 DATE 3/24/2016 9:36:31 AM  
JON A. GEGENHEIMER, CLERK OF COURT & RECORDER  
CERTIFIED TRUE COPY

BY   
DEPUTY CLERK & RECORDER  
CB BOOK 3367 PAGE 262



# Plaquemines Parish Recording Page

Dorothy M Lundin  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 297-5180

**Received From :**  
GCR INC  
2021 LAKESHORE DR., SUITE 500  
NEW ORLEANS, LA 70122

**First VENDOR**

LOUISIANA STATE LAND OFFICE

**First VENDEE**

LOUISIANA STATE COASTAL PROTECTION & RESTORATION AUTHORITY

**Index Type :** CONVEYANCE

**File Number :** 2016-00001092

**Type of Document :** GRANT

**Book :** 1355      **Page :** 862

**Recording Pages :** 6

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana

On (Recorded Date) : 03/23/2016

At (Recorded Time) : 3:41:42PM



Doc ID - 003557180006

CLERK OF COURT  
DOROTHY M LUNDIN  
Parish of Plaquemines  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 03/23/2016 at 3:41:42  
Recorded in Book 1355 Page 862  
File Number 2016-00001092



*Bettina Phillips*  
Deputy Clerk

**Return To :**

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
STATE LAND OFFICE

GRANT OF PARTICULAR USE and RIGHT OF ENTRY  
FOR CONSTRUCTION OF THE  
SYSTEM-WIDE ASSESSMENT & MONITORING PROGRAM - SWAMP DATA  
COLLECTION PLATFORMS PROJECT

Jefferson and Plaquemines Parishes, Louisiana

STATE OF LOUISIANA §

PARISH OF JEFFERSON & PLAQUEMINES §

THE STATE OF LOUISIANA, acting through the State Land Office, Division of Administration (the "Owner"), hereby grants to The COASTAL PROTECTION AND RESTORATION AUTHORITY ("CPRA"), as authorized and directed by the policy of the Coastal Protection and Restoration Authority ("CPRA"), herein represented by and appearing through the Executive Director of CPRA, Michael Ellis, for the construction of the **System-Wide Assessment & Monitoring Program – Swamp Data Collection Platforms Project LA-0252** (the "Project") (the "Grantee") a Grant of Particular Use/Right and Authorization for Entry of the below-described State-owned seashore, State lands and State water bottoms, to the extent of any interest therein owned, claimed, or subject to claim by the State of Louisiana, upon the following terms and conditions:

1. The Owner hereby grants to Grantee an irrevocable right to enter and use, within the project limits, upon the State-owned seashore, State lands and State water bottoms within the areas described specifically in the attached Exhibit A.
2. This Grant of Particular Use is solely for the purposes of entry, construction (including, but not limited to, mining of dredge material), access, and survey work of the "Project", as particularly described within the project limits, and attached hereto as Exhibit A, including all appurtenances thereto and the underground appurtenances; reserving, however, to the Owner, its successors, and assigns all such rights and privileges as may be used without interfering with or abridging the rights herein granted; subject, however, to existing easements for public utilities, and pipelines.
3. This Grant of Particular Use includes the right of ingress and egress on other State-owned seashore, State lands and State water bottoms not described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee, and provided that the Grantee gives sufficient notice to the Owner of the need for such ingress and egress.
4. All tools, equipment, and other property (excluding project features) taken upon or placed upon the State-owned seashore, State lands and State water bottoms by the Grantee or its contractor(s) shall remain the property of the Grantee or its contractor(s). All such tools, equipment, and other property shall be removed by the Grantee or its contractor(s) within sixty days of completion of the work.
5. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this Grant of Particular Use.
6. This Grant of Particular Use applies to officers and employees of the Grantee, and to its agents, representatives, and private contractors. This Grant of Particular Use obviates the necessity for the Grantee and/or its contractors, employees and assigns to acquire any other permits from the State Land Office in order to proceed with the work described herein. The Grantee agrees to include the following paragraph to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4575, to notify

the Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms.

7. The State of Louisiana may own or claim and specifically reserves the right to claim any of the seashore, land and water bottoms within all project limits and borrow area shown on Exhibit A.

The land and water bottoms affected by this grant of particular use are further shown on Exhibit A as project limits and borrow area.

8. The State-owned seashore, State land and State water bottom usage affected by this Grant of Particular Use is as follows:

- A. The right to access, construct, and survey the Project named in Paragraph One (1) of this Grant of Particular Use.
- B. The right to post signs or notices on or near appropriate project features on the State-owned seashore, State lands and State water bottoms, as may be necessary for reasons of public safety or identification.
- C. The right to alter or remove structures and/or appurtenances constructed on the State-owned seashore, State lands and State water bottoms pursuant to the Project named in Paragraph One (1) of this Grant of Particular Use.
- D. The right to patrol and police the State-owned seashore, State lands and State water bottoms during the period of this Grant of Particular Use.

9. The following restrictions apply:

- A. CPRA agrees to act in a reasonable manner in conducting their activities on the property covered by this Grant of Particular Use.
- B. To the extent required by and pursuant to La. R.S. 49:214.6.10, the State of Louisiana shall be held free and harmless from claims, for loss or damages to rights, arising as a consequence of this authorization from any diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related renewable resources. This provision does not impose an indemnification obligation upon CPRA or its contractors.
- C. CPRA shall include the language of the above two paragraphs, which are labeled "A" and "B", in any transfer or assignment of the right to use granted herein, and shall require the transferee or assignee to include and require said language in any subsequent transfer or assignment. Failure to do so shall not negate the protection provided the State of Louisiana and CPRA and all these entities' agents and employees in La. R.S. 49:214.6.10.
- D. The restrictions in paragraphs A, B, and C above are not intended to contravene Louisiana law.



10. In the event of non-compliance with any of the above stipulations, the Owner shall notify the Grantees of any such non-compliance by certified mail directed to: Executive Director, Coastal Protection and Restoration Authority, 450 Laurel Street, Suite 1501, Baton Rouge, LA 70801. Thereafter, the Grantee shall have one hundred twenty (120) days from receipt of the certified mailing to achieve compliance. Should the Grantee fail to achieve compliance within those one hundred twenty (120) days, this Grant of Particular Use shall become null and void.
11. This Grant of Particular Use may be transferred or assigned to the agents, employees, and contractors of Grantee for the same purposes and upon the same terms as with respect to the Grantee.
12. Nothing herein shall constitute a waiver of any interests, claims, rights, actions, remedies, or privileges otherwise available to Owner or Grantee.
13. Exercise of the rights of entry conveyed herein in any manner by CPRA and/or its agents, employees, and contractors constitutes acceptance of the rights granted by this Authorization and any and all terms, restrictions, and conditions set forth herein.

{The remainder of this page intentionally left blank}

IN WITNESS WHEREOF, OWNER has executed this agreement in the presence of the undersigned notary and witnesses on this 2 day of March, 2016:

WITNESSES:

STATE OF LOUISIANA

Lynn Henderson (sign)  
Lynn Henderson (print)

By:

Spencer Robinson  
SPENCER ROBINSON  
Public Lands Administrator  
STATE LAND OFFICE  
DIVISION OF ADMINISTRATION

Tripp Fairly (sign)  
Tripp Fairly (print)

Albert Allen Thom, II  
Notary Public  
Albert Allen Thom, II, Notary Public  
Livingston Parish, Louisiana  
Notary I.D. # 88260  
My Commission is for Life  
(print)

Bar Roll/Notary ID No. \_\_\_\_\_

THUS DONE, PASSED, AND SIGNED on this 4th day of March, 2016, before the below-named notary and competent witnesses.

WITNESSES:

STATE OF LOUISIANA  
COASTAL PROTECTION  
AND RESTORATION AUTHORITY

Elizabeth P. Shoerfelt (sign)  
Elizabeth P. Shoerfelt (print)

By:

Michelle Klecker (sign)  
Michelle Klecker (print)

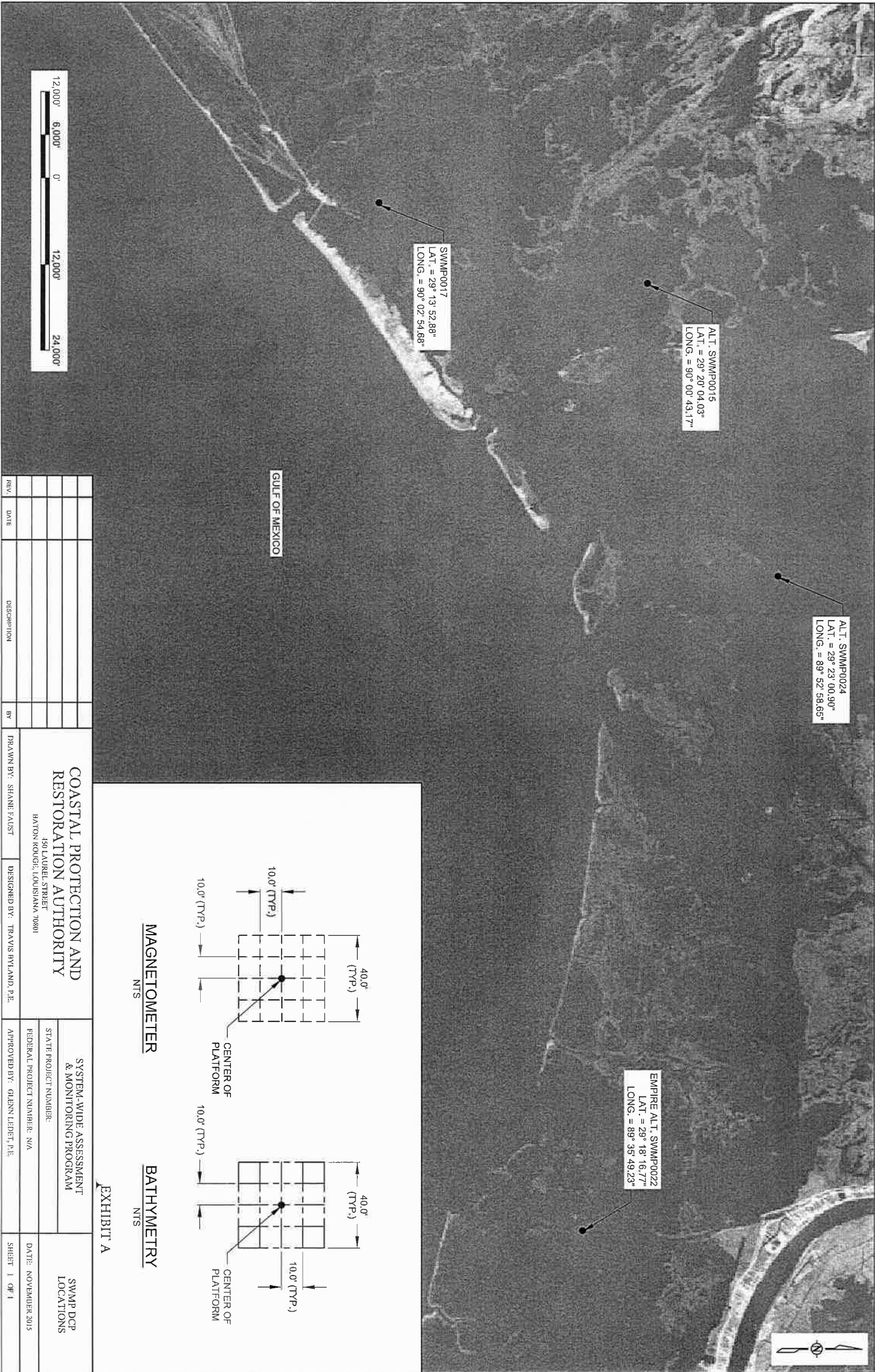
Michael Ellis  
MICHAEL ELLIS  
Executive Director

Clifton O. Bingham, Jr.  
Notary Public  
Clifton O. Bingham, Jr. (print)

Bar Roll/Notary ID No. 03052



OFFICIAL SEAL  
Clifton O. Bingham, Jr.  
BAR ROLL # 03052  
STATE OF LOUISIANA  
My Commission is for Life



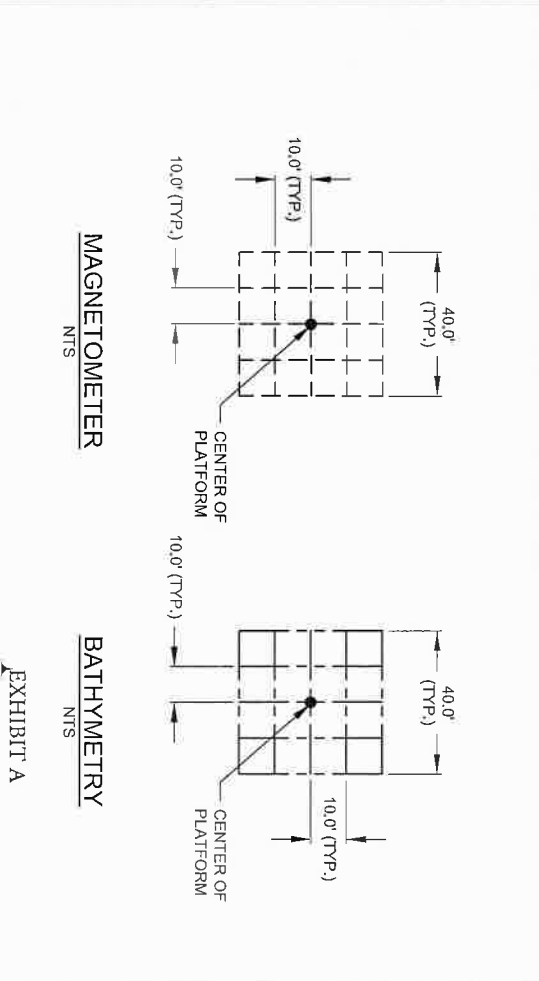
SWMP0017  
 LAT. = 29° 13' 52.88"  
 LONG. = 90° 02' 54.88"

ALT. SWMP0015  
 LAT. = 29° 20' 04.03"  
 LONG. = 90° 00' 43.17"

ALT. SWMP0024  
 LAT. = 29° 23' 00.90"  
 LONG. = 89° 52' 59.65"

EMPIRE ALT. SWMP0022  
 LAT. = 29° 18' 16.17"  
 LONG. = 89° 35' 49.23"

GULF OF MEXICO



| REV. | DATE | DESCRIPTION | BY |
|------|------|-------------|----|
|      |      |             |    |
|      |      |             |    |
|      |      |             |    |

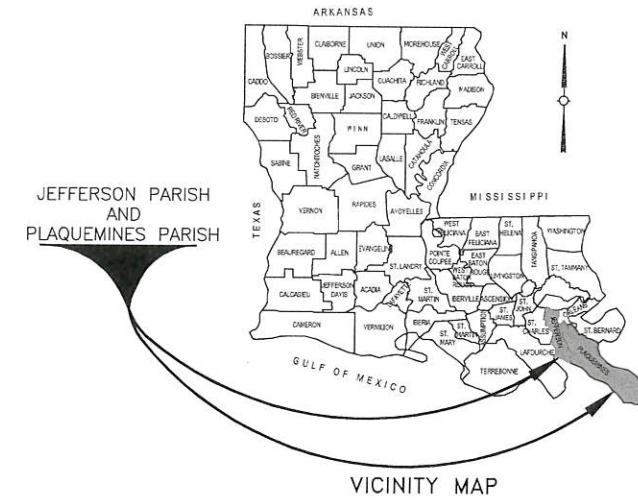
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|--|----------------------------------|---|---------------------|
| <b>COASTAL PROTECTION AND RESTORATION AUTHORITY</b><br>149 LAUREL STREET<br>BATON ROUGE, LOUISIANA 70801 |                                  | SYSTEM-WIDE ASSESSMENT & MONITORING PROGRAM | SWMP DCP LOCATIONS  |
|  |                                  | STATE PROJECT NUMBER                        |                     |
| DRAWN BY: SEAN T. YALUST   | DESIGNED BY: TRAVIS BYLAND, P.E. | FEDERAL PROJECT NUMBER: N/A                 | DATE: NOVEMBER 2015 |
|  |                                  | APPROVED BY: GLENN LEDBET, P.E.             | SHEET 1 OF 1        |





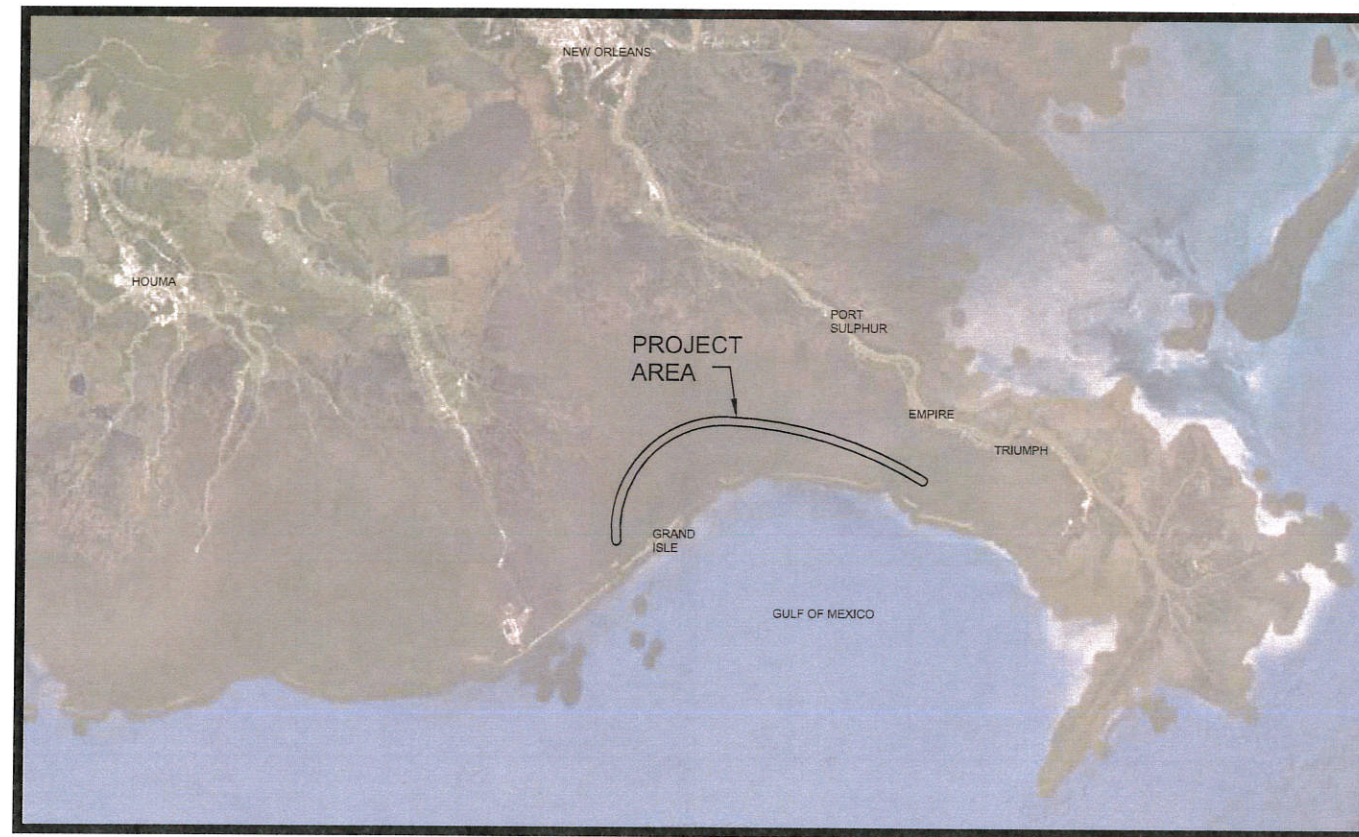
# STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

## SWMP DCP INSTALLATIONS BARATARIA BASIN



### INDEX TO SHEETS

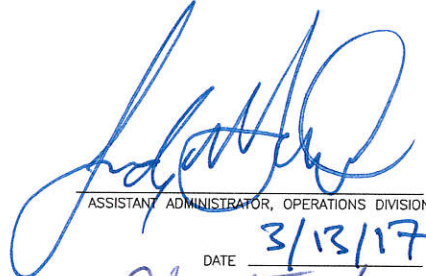
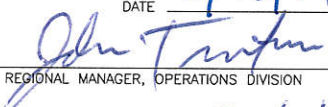

| SHEET NO. | DESCRIPTION               |
|-----------|---------------------------|
| 1         | TITLE SHEET               |
| 2         | SWMP DCP LOCATIONS        |
| 3-4       | DATA COLLECTION PLATFORMS |
| 5         | DETAILS                   |



### LAYOUT MAP


SCALE: 1 INCH = 40,000 FEET




  
 ASSISTANT ADMINISTRATOR, OPERATIONS DIVISION  
 DATE 3/13/17  
  
 REGIONAL MANAGER, OPERATIONS DIVISION  
 DATE 3-6-17  
  
 PROJECT ENGINEER, OPERATIONS DIVISION  
 DATE 3-6-17



PLANS PREPARED AND APPROVED BY

  
 ROBERT J. DELAUNE JR., P.E.  
 DIGITAL ENGINEERING & IMAGING, INC.  
 DATE 3-6-17

| PROJECT NO.   | DATE       | SCALE    | SHEET NO. | BY |
|---|------------|----------|-----------|----|
| B1371317  | FEB., 2017 | AS SHOWN | 1         |    |
| COASTAL PROTECTION AND RESTORATION AUTHORITY<br>SWMP DCP INSTALLATIONS BARATARIA BASIN<br>TITLE SHEET   |            |          |           |    |
|  527 W. ESPLANADE AVE., STE. 200 - KENNER, LA. 70065 - PH. (504) 468-6129<br>DESIGNED BY: JS    DRAWN BY: MP    CHECKED BY: JS    APPROVED BY: RD<br>PROJECT MGR.: JS |            |          |           |    |

DWG PATH: S:\V.137\CPRA\CAD\ DWG NAME: CPRA Plot.dwg  
 LAYOUT TAB: 1  
 PLOT DATE: Wednesday, March 01, 2017 @ 10:05am



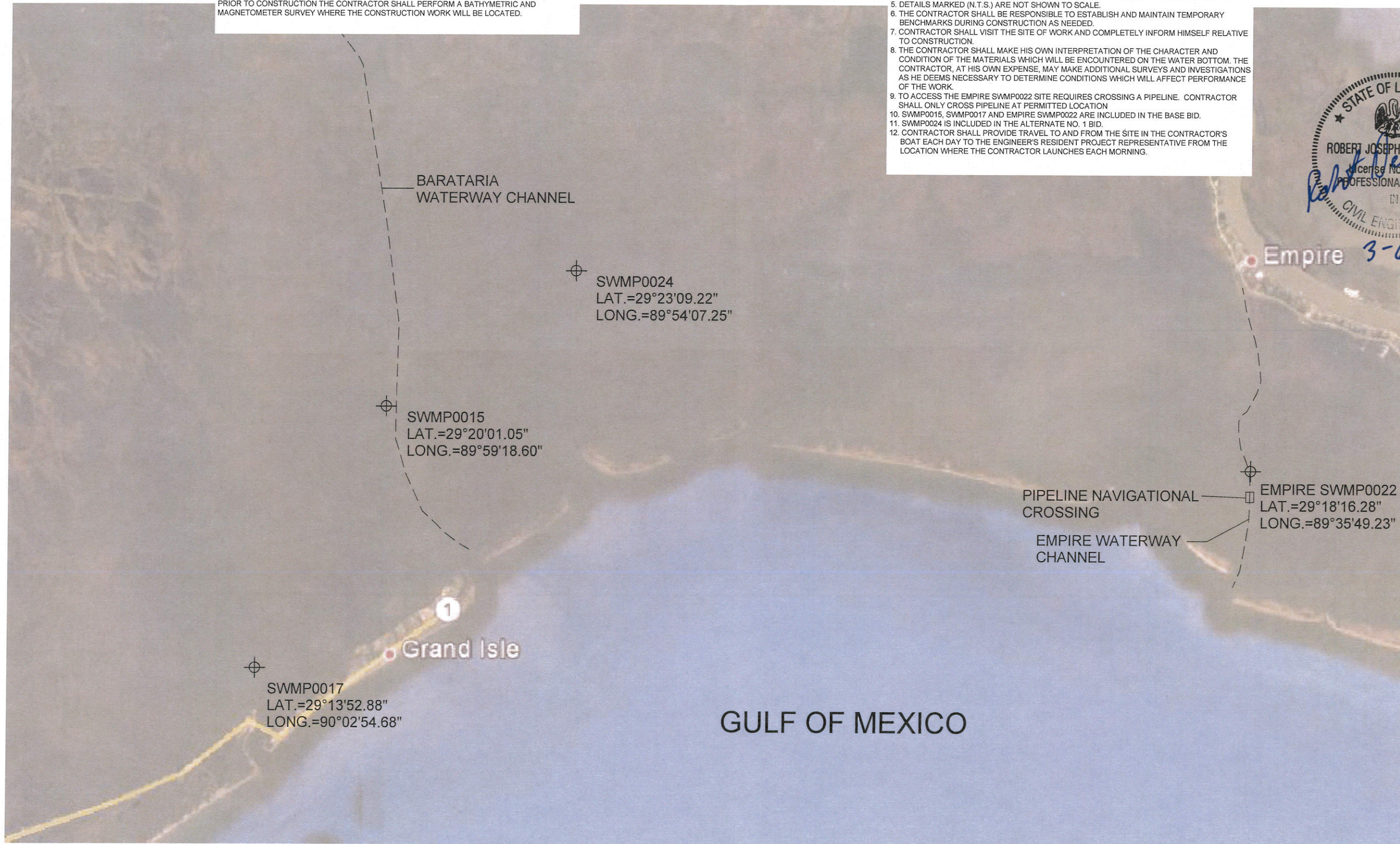
| PLATFORM | LAT          | LON          | DEPTH MLW | DEPTH MHW |
|----------|--------------|--------------|-----------|-----------|
| SVMP0017 | 29°13'52.88" | 90°02'54.68" | 5.68      | 6.72      |
| SVMP0015 | 29°20'01.05" | 89°59'18.60" | 6.93      | 7.97      |
| SVMP0022 | 29°18'16.28" | 89°35'49.23" | 6.93      | 7.97      |
| SVMP0024 | 29°23'09.22" | 89°54'07.25" | 6.93      | 7.97      |

**UTILITY NOTE:**

PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PERFORM A BATHYMETRIC AND MAGNETOMETER SURVEY WHERE THE CONSTRUCTION WORK WILL BE LOCATED.

**GENERAL NOTES:**

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, EXISTING ELEVATIONS AND CONDITIONS SHOWN ON THE PLANS PRIOR TO ORDERING MATERIAL, COMMENCEMENT OF CONSTRUCTION, AND PREPARATION OF SHOP DRAWINGS. ENGINEER SHALL BE NOTIFIED OF ALL DISCREPANCIES.
2. VERTICAL CONTROL: N.A.V.D. 88' DATUM.
3. HORIZONTAL CONTROL: LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
4. DIMENSIONS AND/OR ELEVATIONS MARKED THUS (±) ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ACTUAL DIMENSIONS IN THE FIELD WITH THE PROJECT REPRESENTATIVE.
5. DETAILS MARKED (N.T.S.) ARE NOT SHOWN TO SCALE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO ESTABLISH AND MAINTAIN TEMPORARY BENCHMARKS DURING CONSTRUCTION AS NEEDED.
7. CONTRACTOR SHALL VISIT THE SITE OF WORK AND COMPLETELY INFORM HIMSELF RELATIVE TO CONSTRUCTION.
8. THE CONTRACTOR SHALL MAKE HIS OWN INTERPRETATION OF THE CHARACTER AND CONDITION OF THE MATERIALS WHICH WILL BE ENCOUNTERED ON THE WATER BOTTOM. THE CONTRACTOR, AT HIS OWN EXPENSE, MAY MAKE ADDITIONAL SURVEYS AND INVESTIGATIONS AS HE DEEMS NECESSARY TO DETERMINE CONDITIONS WHICH WILL AFFECT PERFORMANCE OF THE WORK.
9. TO ACCESS THE EMPIRE SWMP0022 SITE REQUIRES CROSSING A PIPELINE. CONTRACTOR SHALL ONLY CROSS PIPELINE AT PERMITTED LOCATION
10. SWMP0015, SWMP0017 AND EMPIRE SWMP0022 ARE INCLUDED IN THE BASE BID.
11. SWMP0024 IS INCLUDED IN THE ALTERNATE NO. 1 BID.
12. CONTRACTOR SHALL PROVIDE TRAVEL TO AND FROM THE SITE IN THE CONTRACTOR'S BOAT EACH DAY TO THE ENGINEER'S RESIDENT PROJECT REPRESENTATIVE FROM THE LOCATION WHERE THE CONTRACTOR LAUNCHES EACH MORNING.

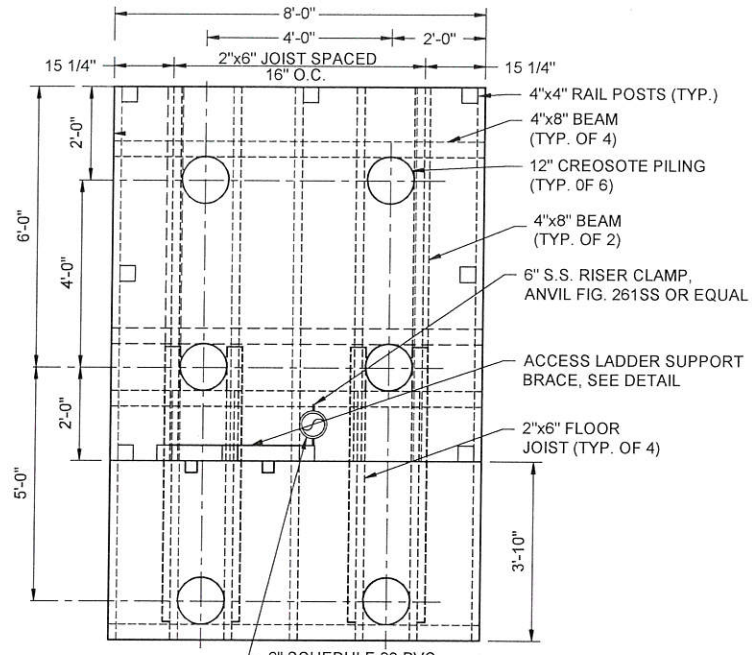


527 W. ESPLANADE AVE., STE. 200 - KENNER, LA, 70065 - PH. (504) 466-6129  
 DESIGNED BY: JS  
 CHECKED BY: RD  
 DRAWN BY: MP  
 CHECKED BY: JS  
 PROJECT MGR.: JS  
 APPROVED BY: RD

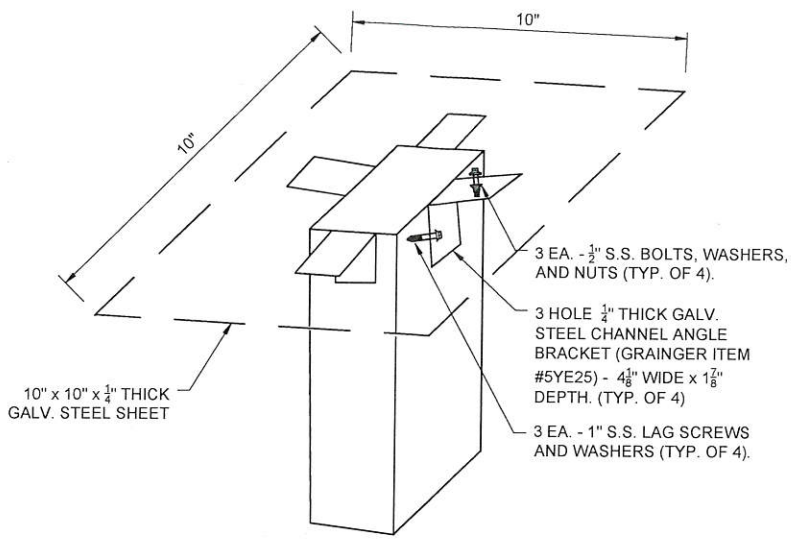
COASTAL PROTECTION AND RESTORATION  
 AUTHORITY  
 SWMP DCP INSTALLATIONS BARATARIA BASIN  
 SWMP DCP LOCATIONS

|             |            |
|-------------|------------|
| PROJECT NO. | B1371317   |
| DATE        | FEB., 2017 |
| SCALE       | AS SHOWN   |
| SHEET NO.   | 2          |

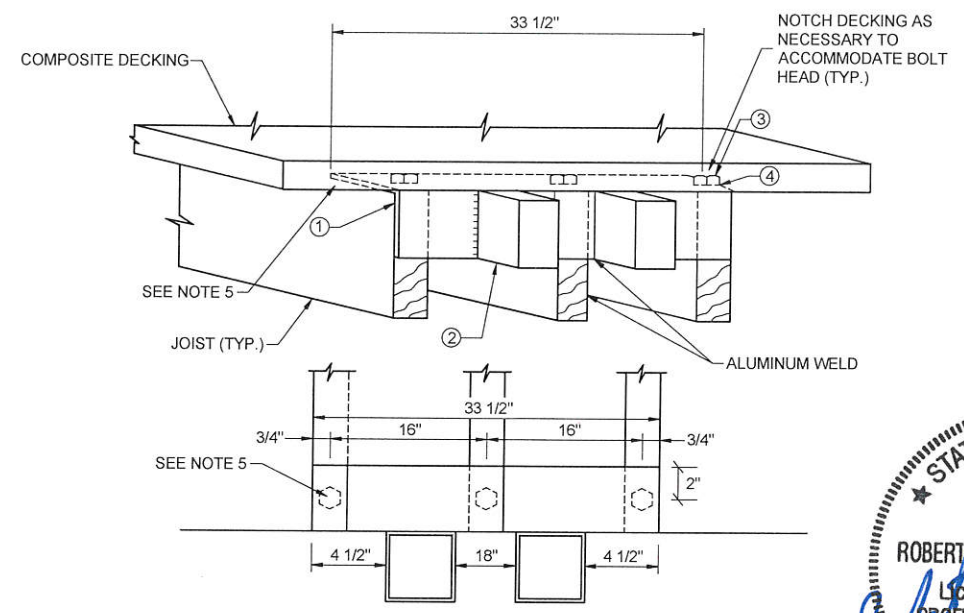




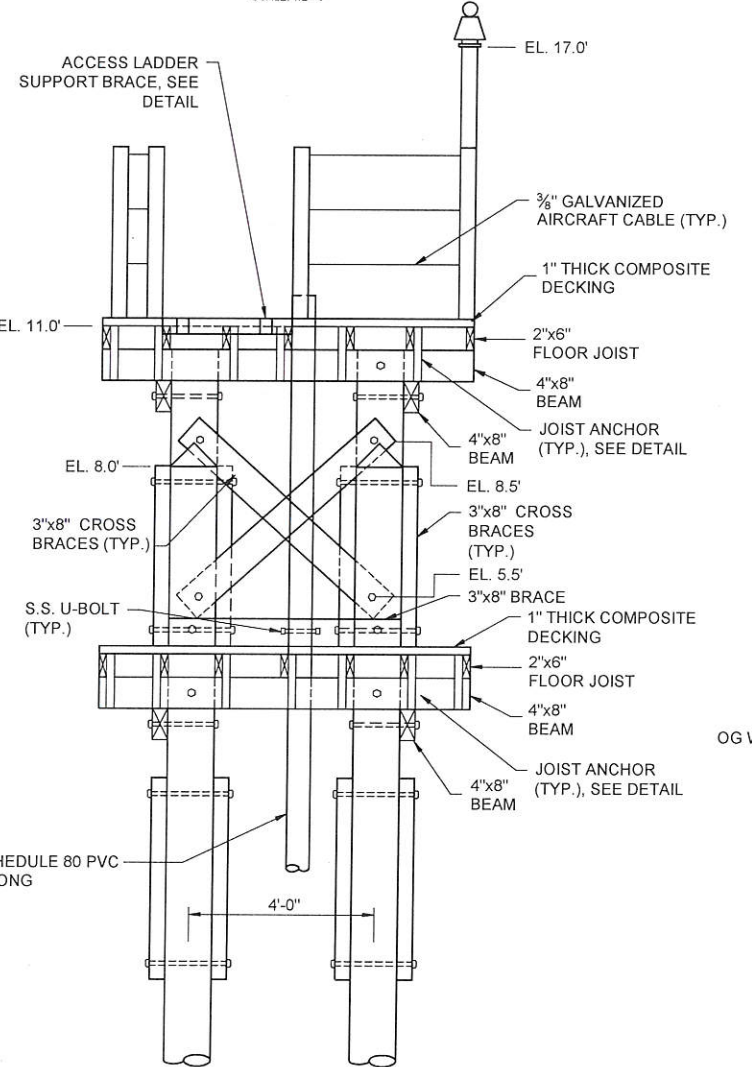
**DATA COLLECTION PLATFORM  
 TOP VIEW (ALL PLATFORMS)**  
 SCALE: 1/2"=1'



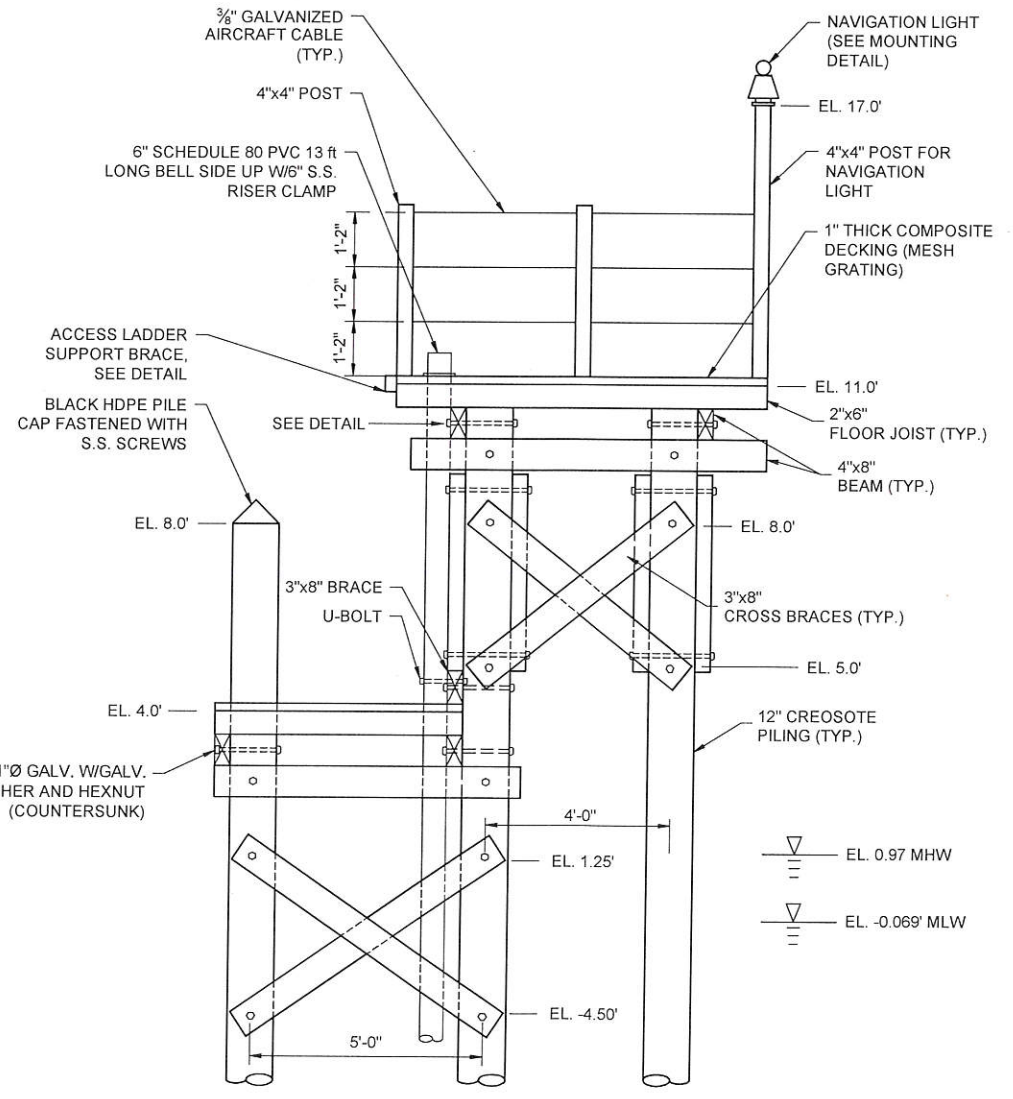
**NAVIGATION LIGHT MOUNTING DETAIL**  
 N.T.S.



**ACCESS LADDER SUPPORT BRACE**  
 N.T.S.

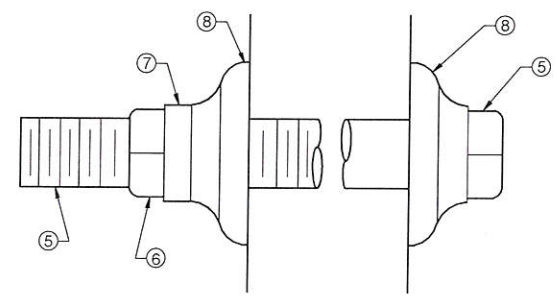


**FRONT VIEW**  
 (SWMP0015, SWMP0017 & SWMP0024)  
 SCALE: 1/2"=1'



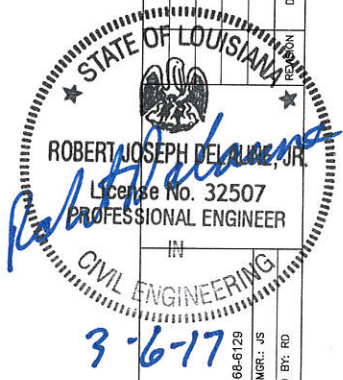
**SIDE VIEW**  
 (SWMP0015, SWMP0017 & SWMP0024)  
 SCALE: 1/2"=1'

| ITEM | DESCRIPTION   | MATERIAL/SPEC.                | SIZE           |
|------|---------------|-------------------------------|----------------|
| ①    | ANGLE         | ALUMINUM                      | 3/8"x4"x4"     |
| ②    | TUBING        | ALUMINUM                      | 3"x3"x1/2"     |
| ③    | LAG BOLT      | STAINLESS STEEL               | 1/2"-8 UNC x4" |
| ④    | WASHER LOCK   | STAINLESS STEEL               | 1/2" BOLT SIZE |
| ⑤    | HEX. BOLT TIE | GALVANIZED STEEL-SPEC NO. 582 | 1" - 8 YBC     |
| ⑥    | NUT           | GALVANIZED STEEL-SPEC NO. 582 | 1" - 8 UNC HEX |
| ⑦    | WASHER, LOCK  | GALVANIZED STEEL-SPEC NO. 582 | 1" BOLT SIZE   |
| ⑧    | WASHER, O.G.  | GALVANIZED STEEL-SPEC NO. 582 | 1" BOLT SIZE   |



**DETAIL**  
 N.T.S.

- NOTE:**
- TREATED PILES SHALL BE PER TS-5.
  - ALL ELEVATIONS ARE NAVD 88.
  - MHW AND MLW ELEVATIONS ARE BASED ON NOAA TIDE GAUGE 8761724 LOCATED ON GRAND ISLE, LA. REFERENCE DATUM IS NAVD 88.
  - TREATED TIMBER SHALL BE PER TS-6.
  - COUNTER SINK ACCESS LADDER SUPPORT BRACE FLUSH WITH TOP OF JOISTS.
  - NAVIGATION LIGHT SHALL BE INSTALLED ON SWMP0015, SWMP0017, AND SWMP0024.
  - NAVIGATION LIGHT / FOGHORN SHALL BE INSTALLED ON EMPIRE SWMP 0022 (SEE SHEET 4).



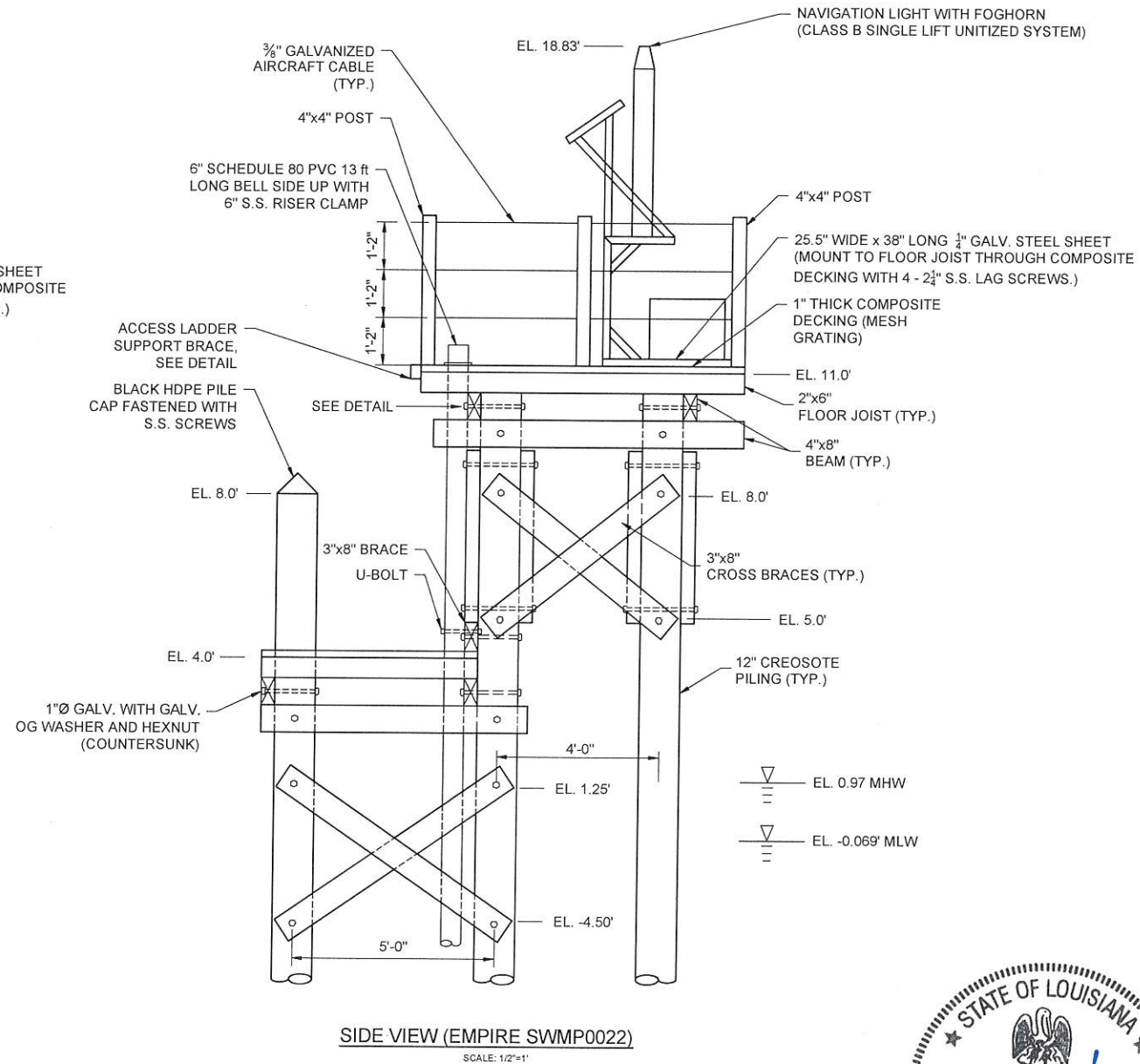
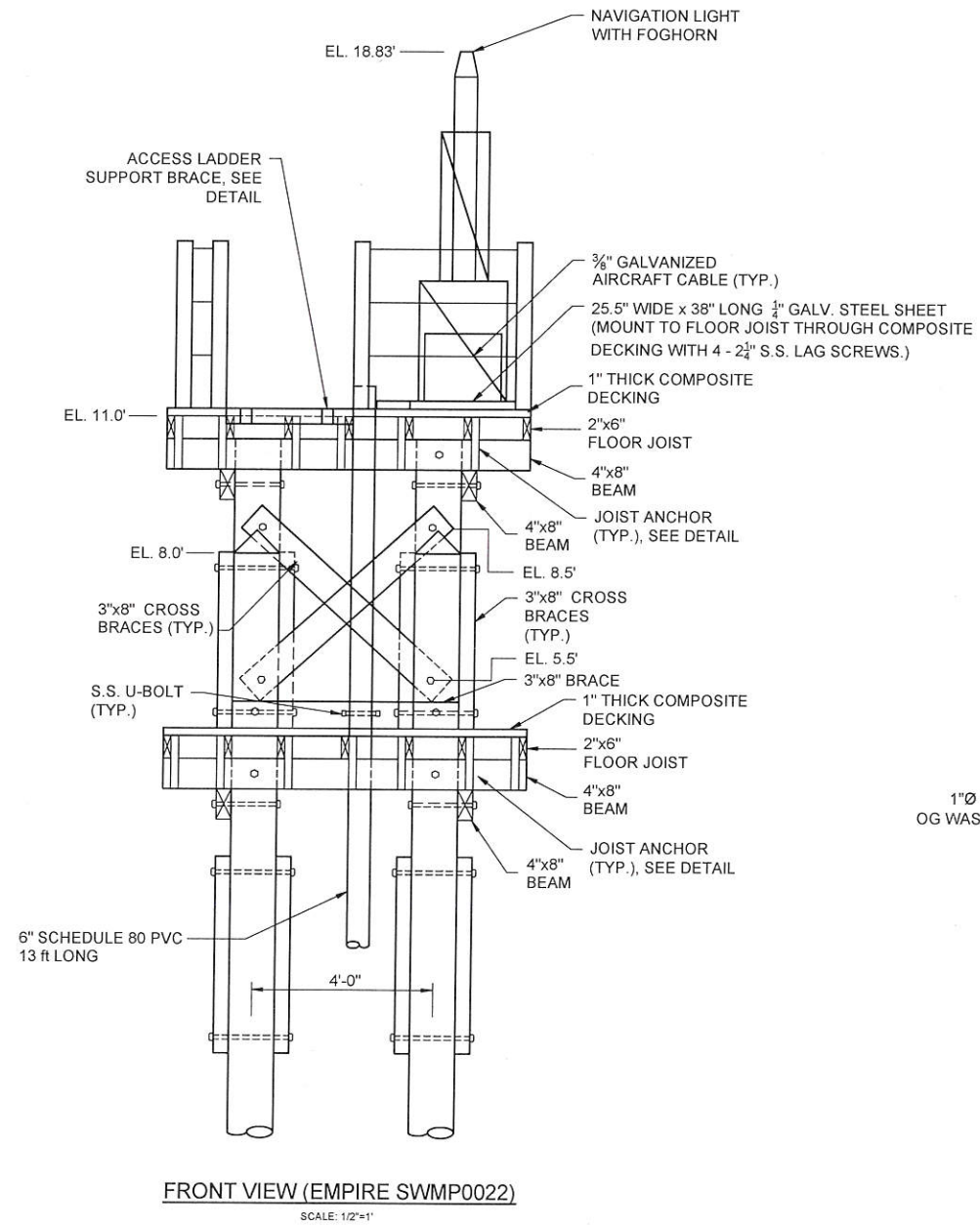
COASTAL PROTECTION AND RESTORATION AUTHORITY  
 SWMP DCP INSTALLATIONS BARATARIA BASIN

|             |            |
|-------------|------------|
| PROJECT NO. | B1371317   |
| DATE        | FEB., 2017 |
| SCALE       | AS SHOWN   |
| SHEET NO.   | 3          |

DATA COLLECTION PLATFORMS



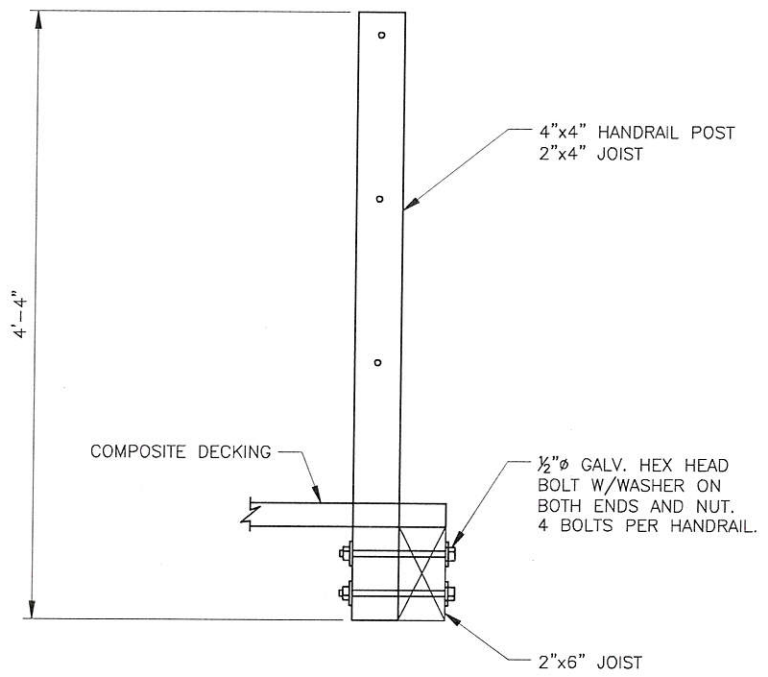
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 DWG NAME: CPRA Platform



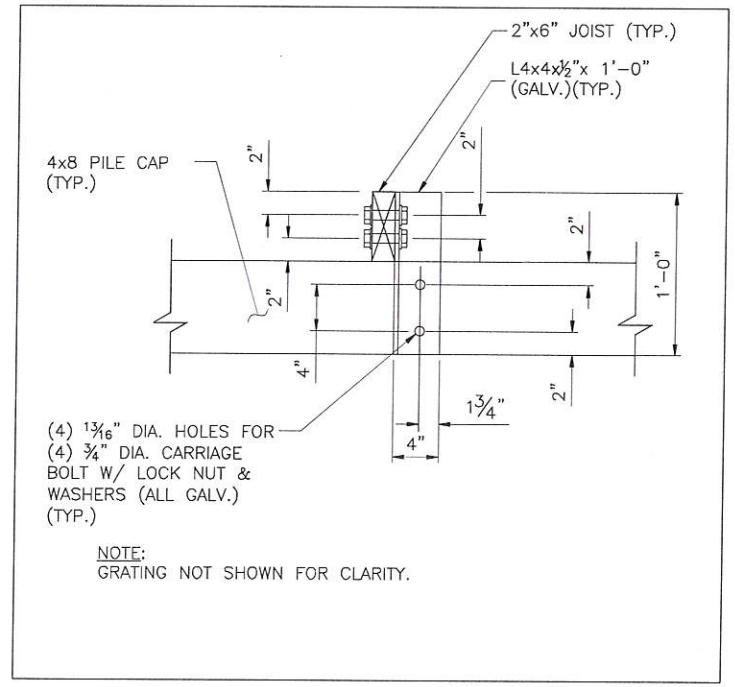
STATE OF LOUISIANA  
 ROBERT JOSEPH DELAUNE JR.  
 License No. 32507  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
 3-6-17

|  |          |   |            |                                     |          |
|--|----------|---|------------|-------------------------------------|----------|
| COASTAL PROTECTION AND RESTORATION AUTHORITY<br>SWMP DCP INSTALLATIONS BARATARIA BASIN |          | DESIGNED BY: JS<br>DRAWN BY: MP<br>CHECKED BY: JS |            | PROJECT MGR.: JS<br>APPROVED BY: RD |          |
| DATA COLLECTION PLATFORMS  |          | DESIGNED BY: JS<br>DRAWN BY: MP<br>CHECKED BY: JS |            | PROJECT MGR.: JS<br>APPROVED BY: RD |          |
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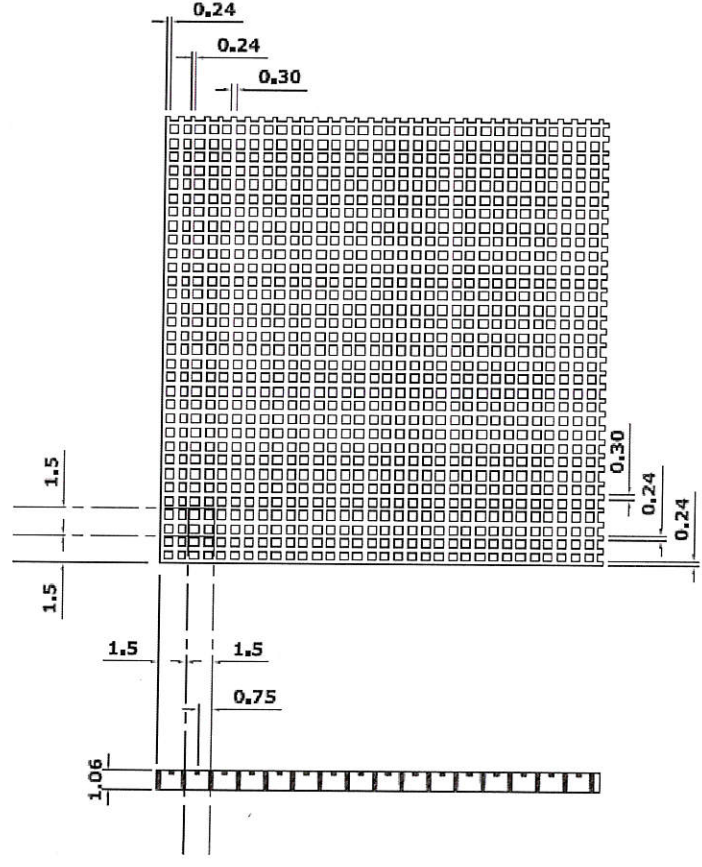
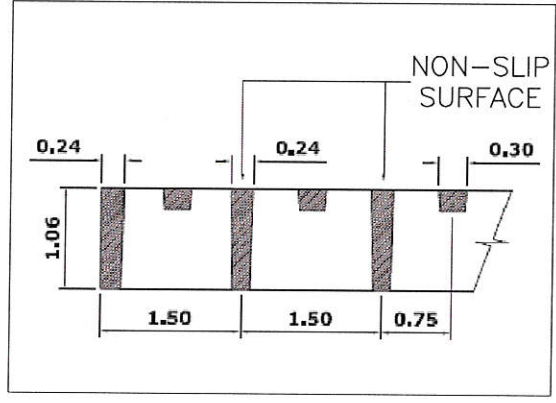
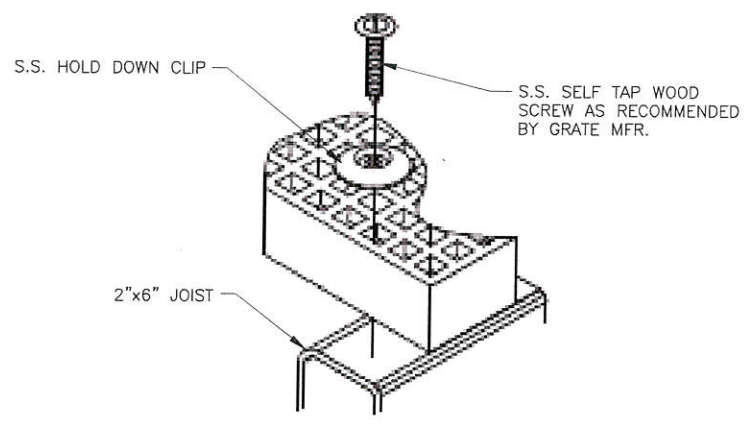
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 DWG NAME: CPRA Platform  
 PLOT DATE: Monday, February 27, 2017 @ 11:58am



**HANDRAIL CONNECTION**  
 SCALE: 1 1/2" = 1'-0"



**STANDARD JOIST ANCHOR DETAIL**  
 SCALE: 1 1/2" = 1'-0"



**MICRO-MESH**  
**1" DEEP X 3/4" TOP SQ MESH**  
**MOLDED GRATING**  
 NTS

STATE OF LOUISIANA  
 ROBERT JOSEPH DELAUNE, JR.  
 License No. 32507  
 PROFESSIONAL ENGINEER  
 IN  
 CIVIL ENGINEERING  
 3-6-17

|  |  |  |                |                  |      |             |    |
|--|--|--|----------------|------------------|------|-------------|----|
| PROJECT NO. B1371317   |  | DESIGNED BY: JS  | CHECKED BY: RD | APPROVED BY: RD  | DATE | DESCRIPTION | BY |
| DATE FEB., 2017  |  | DRAWN BY: MP   |                | PROJECT MGR.: JS |      |             |    |
| SCALE AS SHOWN   |  | 527 W. ESPLANADE AVE., STE. 200 - KENNER, LA, 70065 - PH. (504) 468-6129 |                | PROJECT MGR.: JS |      |             |    |
| SHEET NO. 5  |  | 527 W. ESPLANADE AVE., STE. 200 - KENNER, LA, 70065 - PH. (504) 468-6129 |                | PROJECT MGR.: JS |      |             |    |
| COASTAL PROTECTION AND RESTORATION AUTHORITY SWAMP DCP INSTALLATIONS BARATARIA BASIN |  | digital engineering  |                | DESIGNED BY: JS  |      |             |    |
| DETAILS  |  | 527 W. ESPLANADE AVE., STE. 200 - KENNER, LA, 70065 - PH. (504) 468-6129 |                | CHECKED BY: JS   |      |             |    |



CONTRACT DOCUMENTS, SPECIFICATIONS  
AND  
CONTRACT DRAWINGS  
FOR  
STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
SWAMP DCP INSTALLATIONS  
BARATARIA BASIN  
JEFFERSON AND PLAQUEMINES PARISHES, LOUISIANA  
PROJECT NO. LA-0252

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ADDENDUM NO. 1

DATE ISSUED: May 15, 2017

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BID DATE: May 24, 2017 at 2:00 PM  
BID LOCATION: Coastal Protection and Restoration Authority  
150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center  
Baton Rouge, Louisiana 70802

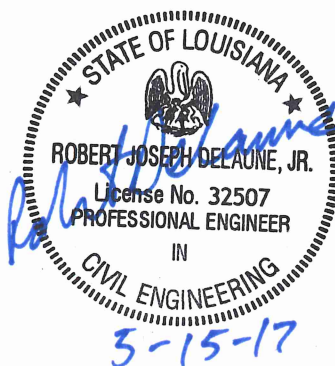
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This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices.

Acknowledge receipt of the addendum by inserting its number and date on the Bid Form of the Bid Documents. Failure to do so may subject the bidder to disqualifications.

This Addendum No. 1 consists of 20 pages including the title sheet and all attachments.



## **Pre-Bid**

A pre-bid conference was held on May 11, 2017 at 10:00 am. The pre-bid meeting memorandum and sign-in sheet are provided as attachments to this addendum.

## **General**

The deadline to submit questions via email to [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov) regarding the project before the bid is May 17, 2017 at 5:00 PM. Questions submitted after this deadline are not guaranteed to receive a response.

## **Permits**

As part of the Coastal Use Permit Approval proposed access routes to each platform site had to be submitted for approval. These routes are attached for reference. These are the permitted access routes which show that no active oyster leases will be crossed to access each platform site. Should the contractor decide to propose alternate access routes they will have to be submitted for approval and a permit modification will be required.

## **Magnetometer and Bathymetric Survey Limits**

Contractor shall conduct magnetometer and bathymetric surveys at three project platforms for the base bid and one project platform for alternate no. 1 bid which provides a grid sufficient to identify any obstructions on the proposed project sites.

## **Drawings**

Sheet No. 2 – Delete General Note number 9 since the construction pipeline referenced has been removed from the Empire Waterway since the project it was used for is complete.

**Note:** The following items are attached and are hereby made part of this addendum:

- a) Pre-Bid Conference Agenda
- b) Pre-Bid Conference Sign-In Sheet
- c) Contractors' questions submitted in writing
- d) Coast Guard Private Aids to Navigation Permit Approvals

END OF ADDENDUM

AGENDA  
PRE-BID MEETING  
SWAMP DCP INSTALLATIONS BARATARIA BASIN  
JEFFERSON AND PLAQUEMINES PARISHES, LOUISIANA

MAY 11, 2017

**Location:**

**Coastal Protection and Restoration Authority Conference Room  
2045 Lakeshore Drive, CERM Building, Room 438  
New Orleans, LA 70122**

I. Project Overview:

The work to be performed is located in Jefferson Parish and Plaquemines Parish, Louisiana in the Barataria Basin, which is the area north east of Grand Isle in Jefferson Parish and near the Empire Waterway Channel in Plaquemines Parish. The sites are accessible only by water. See Plans for vicinity map and overall site plan.

Base Bid: The Work shall include, but not be limited to, mobilization and demobilization at or to the Project Site, installation of three (3) data collection platforms (SWMP0015, SWMP0017 and Empire SWMP 0022), implementation of environmental protection measures, magnetometer surveying, and installation of navigation aids as required to perform the Work. The Work shall be performed in accordance with the Plans, Specifications, Coastal Use Permit and Coast Guard Private Aids to Navigation and in conformity to lines, grades, and elevations shown on the Plans or as directed by Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan.

Time of Construction: 75 consecutive calendar days

Engineer's Cost Estimate: \$ 205,830

Alternate No. 1 Bid: The Work shall include, but not be limited to, mobilization and demobilization at or to the Project Site, installation of one (1) data collection platform (SWMP 0024), implementation of environmental protection measures, magnetometer surveying, and installation of navigation aids as required to perform the Work. The Work shall be performed in accordance with the Plans, Specifications, Coastal Use Permit and Coast Guard Aids to Navigation and in conformity to lines, grades, and elevations shown on the Plans or as directed by Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan.

Time of Construction: 15 additional consecutive calendar days

Engineer's Cost Estimate: \$ 69,450

II. Coordination with Engineer and CPRA

- a) Digital Engineering Contact – Rob Delaune, P.E. – Project Manager - Office (504-468-6129) or Cell (504-258-6190) email: [rdelaune@deii.net](mailto:rdelaune@deii.net)
- b) Coastal Protection and Restoration Authority – David Chambers, P.E. – CPRA Project Manager - Office (504-280-4069) email: [david.chambers@la.gov](mailto:david.chambers@la.gov)

### III. Issuance of Addenda

All technical questions will be made in writing via email to [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov). There is no guaranteed response for any questions posed within 72 hours of the Bid Date (Wednesday, May 24, 2017).

Addenda will be released by CPRA by posting addenda on the [coastal.la.gov](http://coastal.la.gov) website.

### IV. Bid Opening

Bids will be received until 2:00 PM, Wednesday May 24, 2017 at the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center, Baton Rouge, Louisiana 70802. Late Bids will not be accepted.

On the outside of the bid package envelope, please provide the company name and address, bid number, and the company's license number.

On the inside of the bid package envelope, please include the completed bid form, a corporate resolution (if the signature on the bid form is not of a company officer), and 5% surety bond, signed in original ink. Any corrections must be initialed by bid signee.

On the public bid form, please acknowledge the receipt of all addenda.

### V. Permits

- a) Coastal Use Permit – A copy of the coastal use permit is included in the specifications. Specific access routes to avoid active oyster leases were mapped to each platform location in order to receive the permit. These access routes will be provided by addendum.
- b) US Coast Guard Private Aids to Navigation – an application for each platform site has been approved. Three sites will have a navigation light and one site will have a combination navigation light/foghorn.

### VI. Construction Notes

- Contractor shall make his own interpretation of the character and condition of the materials which will be encountered on the water bottom. Contractor will be required to conduct a bathymetric and magnetometer survey at each platform site before beginning any work. Contractor at his own expense may make additional surveys and investigations as he deems necessary to determine the conditions which will affect performance of the work.
- Contractor shall provide travel to and from the site in the contractor's boat each day to the engineer's resident project representative from the location the contractor launches each morning.
- ~~Access to the Empire SWMP0022 site requires crossing a pipeline. Contractor shall cross pipeline at permitted location.~~

### VII. Contractor questions



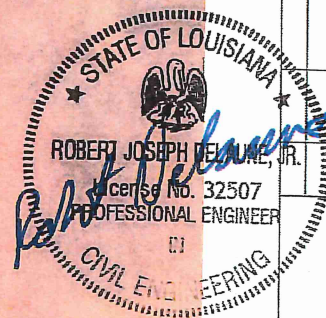
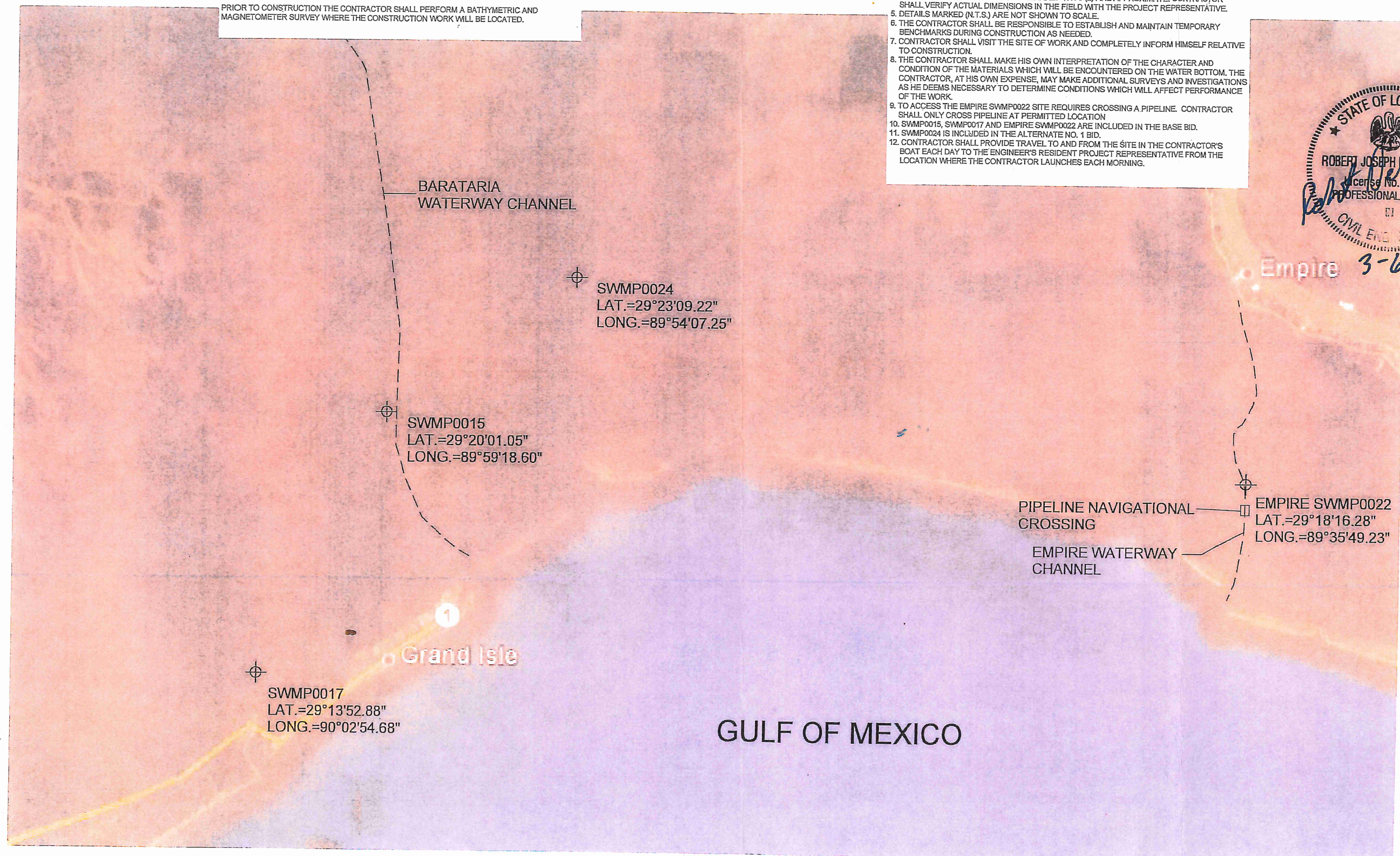
| PLATFORM | LAT          | LON          | DEPTH MLW | DEPTH MHW |
|----------|--------------|--------------|-----------|-----------|
| SWMP0017 | 29°13'52.88" | 90°02'54.68" | 5.68      | 6.72      |
| SWMP0015 | 29°20'01.05" | 89°59'18.60" | 6.93      | 7.97      |
| SWMP0022 | 29°18'16.28" | 89°35'49.23" | 6.93      | 7.97      |
| SWMP0024 | 29°23'09.22" | 89°54'07.25" | 6.93      | 7.97      |

**UTILITY NOTE:**

PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PERFORM A BATHYMETRIC AND MAGNETOMETER SURVEY WHERE THE CONSTRUCTION WORK WILL BE LOCATED.

**GENERAL NOTES:**

- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, EXISTING ELEVATIONS AND CONDITIONS SHOWN ON THE PLANS PRIOR TO ORDERING MATERIAL, COMMENCEMENT OF CONSTRUCTION, AND PREPARATION OF SHOP DRAWINGS. ENGINEER SHALL BE NOTIFIED OF ALL DISCREPANCIES.
- VERTICAL CONTROL: N.A.V.D. 88' DATUM.
- HORIZONTAL CONTROL: LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
- DIMENSIONS AND/OR ELEVATIONS MARKED THUS (A) ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ACTUAL DIMENSIONS IN THE FIELD WITH THE PROJECT REPRESENTATIVE.
- DETAILS MARKED (N.T.S.) ARE NOT SHOWN TO SCALE.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO ESTABLISH AND MAINTAIN TEMPORARY BENCHMARKS DURING CONSTRUCTION AS NEEDED.
- CONTRACTOR SHALL VISIT THE SITE OF WORK AND COMPLETELY INFORM HIMSELF RELATIVE TO CONSTRUCTION.
- THE CONTRACTOR SHALL MAKE HIS OWN INTERPRETATION OF THE CHARACTER AND CONDITION OF THE MATERIALS WHICH WILL BE ENCOUNTERED ON THE WATER BOTTOM. THE CONTRACTOR, AT HIS OWN EXPENSE, MAY MAKE ADDITIONAL SURVEYS AND INVESTIGATIONS AS HE DEEMS NECESSARY TO DETERMINE CONDITIONS WHICH WILL AFFECT PERFORMANCE OF THE WORK.
- TO ACCESS THE EMPIRE SWMP0022 SITE REQUIRES CROSSING A PIPELINE. CONTRACTOR SHALL ONLY CROSS PIPELINE AT PERMITTED LOCATION.
- SWMP0015, SWMP0017 AND EMPIRE SWMP0022 ARE INCLUDED IN THE BASE BID.
- SWMP0024 IS INCLUDED IN THE ALTERNATE NO. 1 BID.
- CONTRACTOR SHALL PROVIDE TRAVEL TO AND FROM THE SITE IN THE CONTRACTOR'S BOAT EACH DAY TO THE ENGINEER'S RESIDENT PROJECT REPRESENTATIVE FROM THE LOCATION WHERE THE CONTRACTOR LAUNCHES EACH MORNING.



Empire 3-6-17

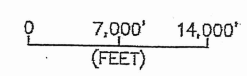
| REVISION | DATE | DESCRIPTION | BY |
|----------|------|-------------|----|
|          |      |             |    |
|          |      |             |    |
|          |      |             |    |



527 W. ESPLANADE AVE., STE. 200 - KENNER, LA, 70005 - PH. (504) 466-9129  
 DRAWN BY: JF PROJECT MGR: JS  
 CHECKED BY: JS APPROVED BY: RD

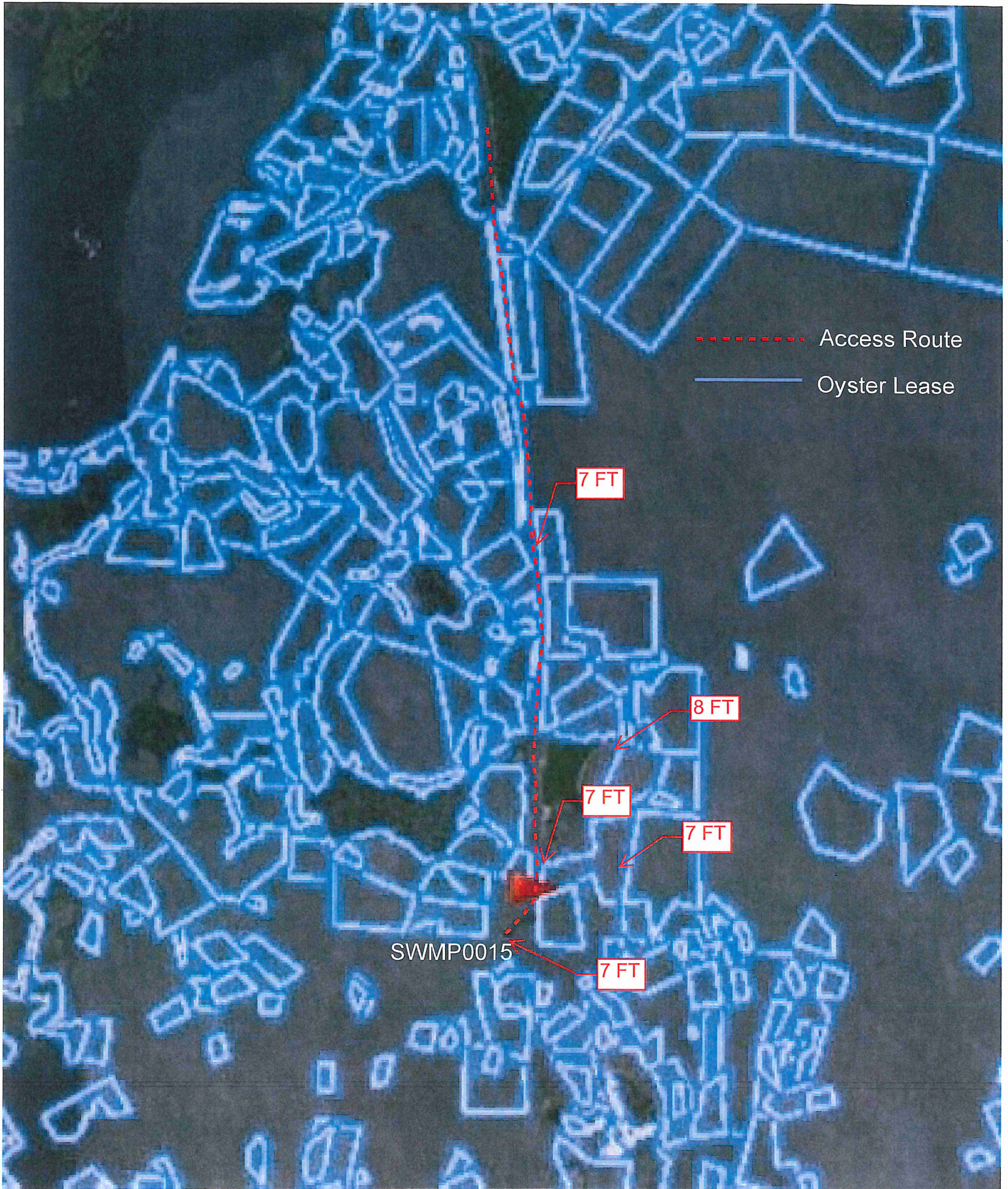
COASTAL PROTECTION AND RESTORATION AUTHORITY  
 SWMP DCP INSTALLATIONS BARATARIA BASIN  
 SWMP DCP LOCATIONS

PROJECT NO. B1371317  
 DATE FEB., 2017  
 SCALE AS SHOWN  
 SHEET NO. 2



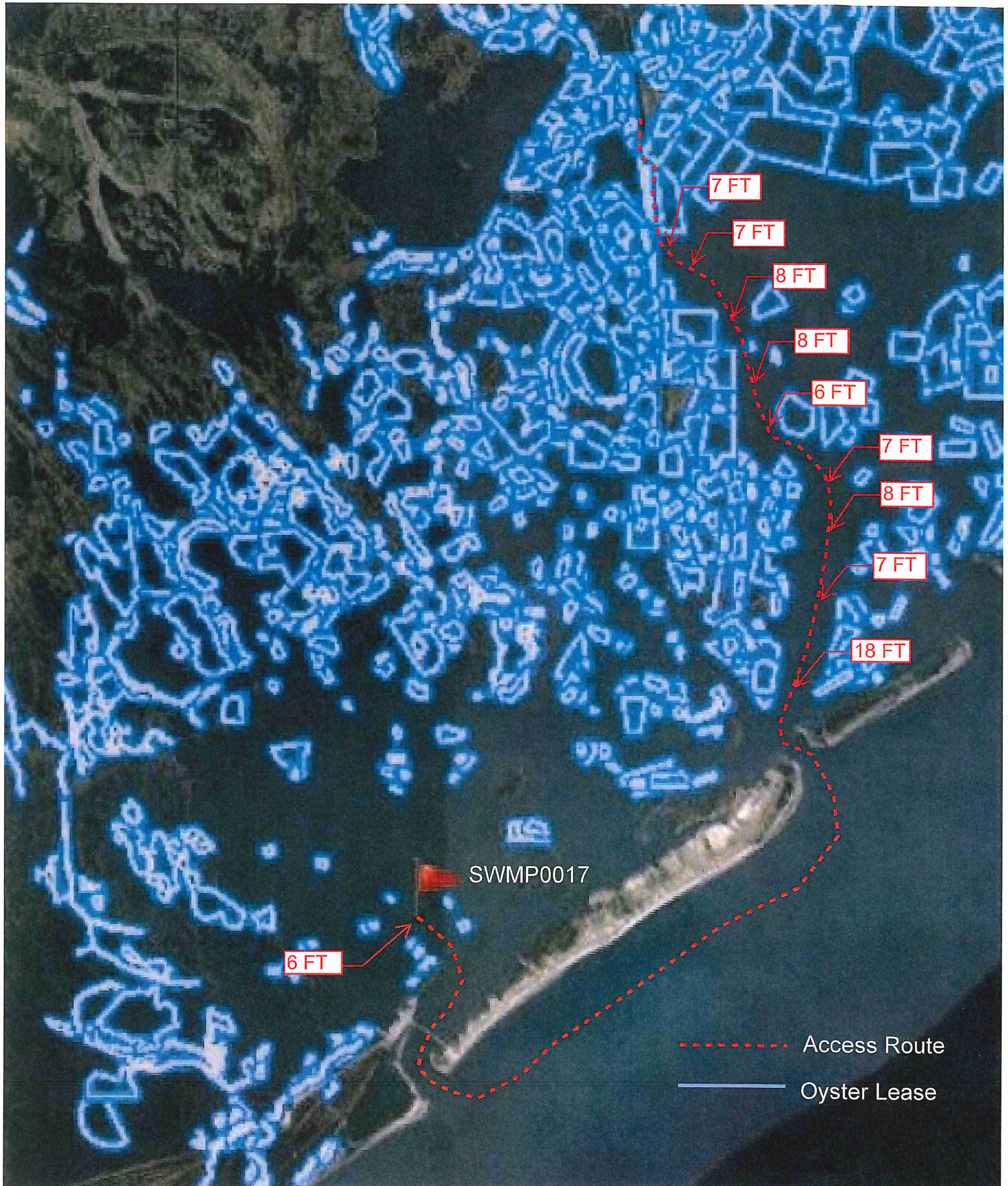


# ACCESS ROUTE TO PLATFORM SWMP0015



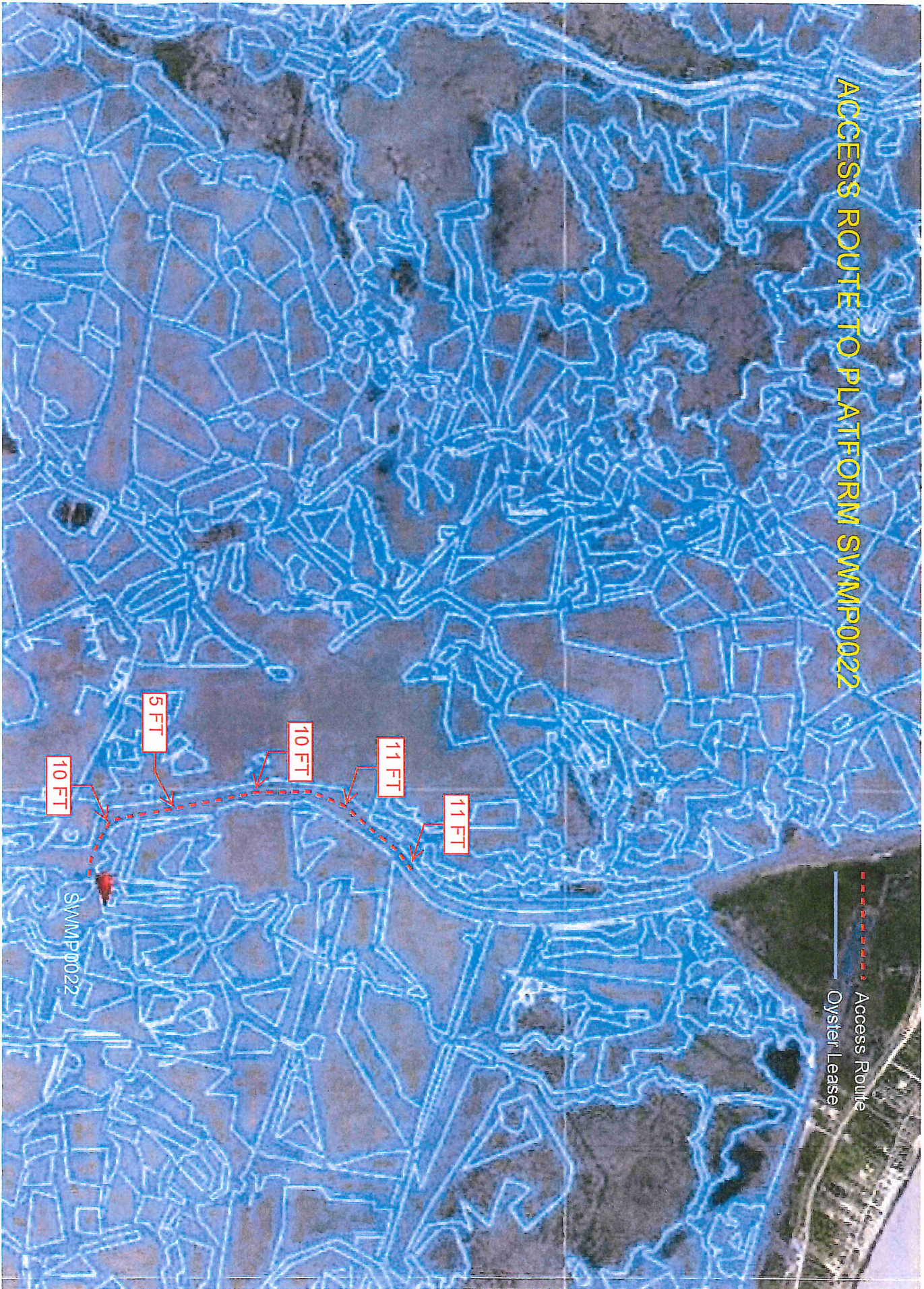


# ACCESS ROUTE TO PLATFORM SWMP0017



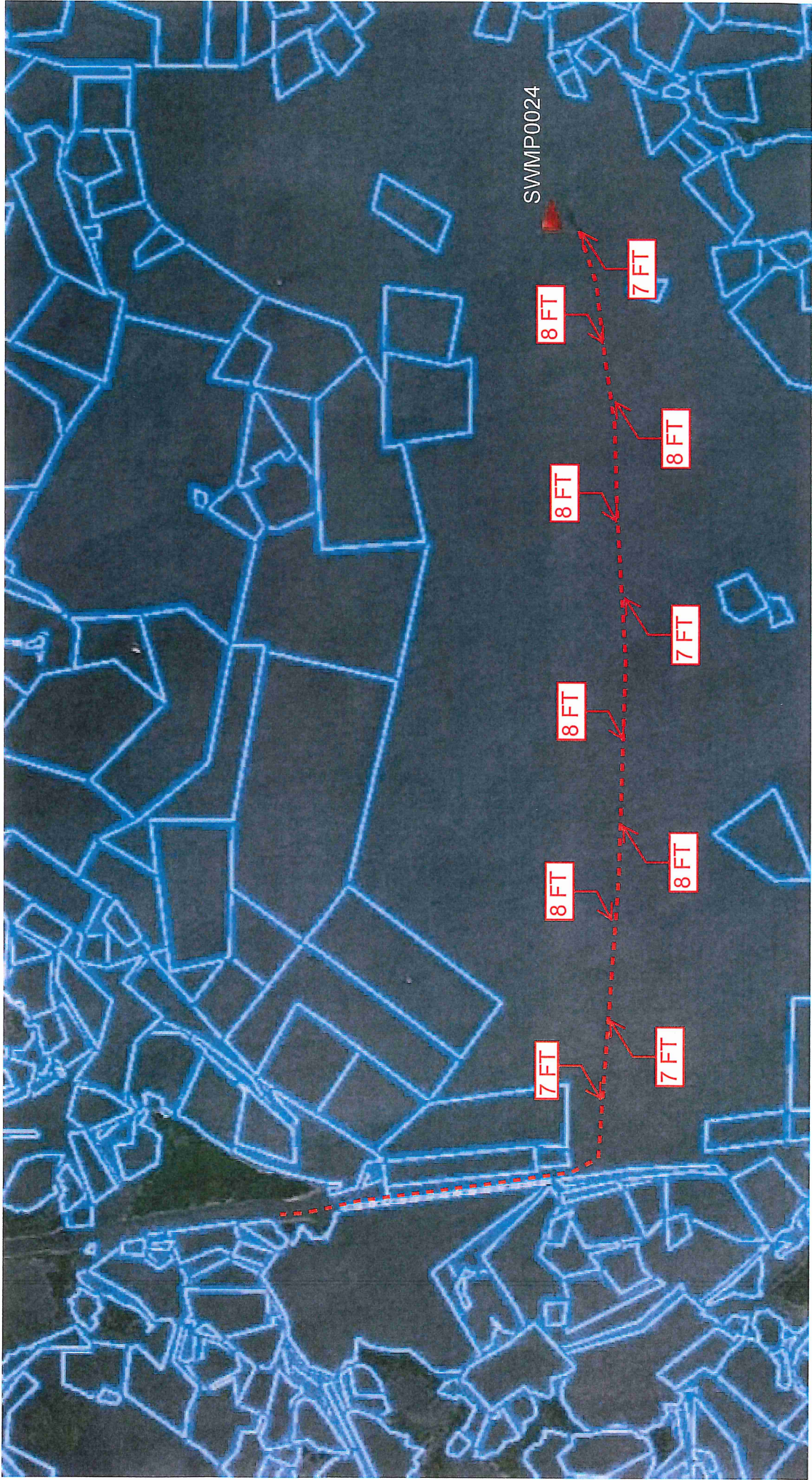


# ACCESS ROUTE TO PLATFORM SWMP0022





# ACCESS ROUTE TO PLATFORM SWMP0024



--- Access Route  
— Oyster Lease



Thursday, May 11, 2017  
 2045 Lakeshore Drive CERM Building, Room 438  
 New Orleans, Louisiana 70122

Meeting Purpose:

SWAMP DCP Installations Barataria Basin Pre-Bid Meeting  
 Jefferson and Plaquemines Parishes, Louisiana  
 Project No. LA-0252

Project Sponsor:

Coastal Protection and Restoration Authority

ATTENDANCE REGISTER

|    | NAME                | ✓ | ADDRESS & AFFILIATION            | TELEPHONE NUMBER | EMAIL ADDRESS                 |
|----|---------------------|---|----------------------------------|------------------|-------------------------------|
| 1  | Gil Hildebrand      |   | Hildebrand Group                 | 305<br>731-3452  |                               |
| 2  | Tom Miller          |   | CH Fenstermaker                  | 337<br>234 2200  | Tom.Miller@ Fenstermaker.com  |
| 3  | Troy Foret          |   | Centaur / Circle                 | 504-394-7611     | troy@centauryville.com        |
| 4  | MIKE NITSKA         |   | HYDROTERRA TECH                  | 337<br>315-2190  | MIKE.NITSKA@HYDROTERRATEC.COM |
| 5  | Tracy Comardelle    |   | LAWSON ENV. Services             | 225-235-5970     | tcomardelle@cox.net           |
| 6  | James Miller        |   | Cycle Construction               | 504 467-1444     | Jmiller@cycleconstruction.com |
| 7  | Clay Worley         |   | CPRA                             | 337-513-2643     | Clay.Worley@ca.gov            |
| 8  | Ricky L. Thibodeaux |   | Bery Bas. ben. Cont. L.L.C.      | 985-384-8770     | ricky@bbgc.com                |
| 9  | Rob Delaune         |   | Digital Engineering              | 504-468-6129     | rdelaune@dei.net              |
| 10 | David Chambers      |   | CPRA                             | 504-280-4219     | david.chambers@ca.gov         |
| 11 | John Troutman       |   | CPRA                             | 280-4068         | - - -                         |
| 12 | Boogie LeBlanc      |   | Automatic Power                  | 985-665-8894     | rleblanc@automaticpower.com   |
| 13 | David Waldvogel     |   | Grillot Construction             | 504-579-6010     | david@bn/can-grillot.com      |
| 14 | Brian P. Champagne  |   | DEEP SOUTH OILFIELD CONSTRUCTION | 504.392.0554     | brian@medcoenergy.com         |
| 15 | MIKE BELLARD        |   | THE BELL TECH GROUP              | 337-981-2268     | btg.mike@LUSFIBER.net         |
| 16 | Keith Scheenaeyer   |   | Dean Equipment                   | 337 501-4546     | Vilmor@DeanEquipment.com      |
| 17 |                     |   |                                  |                  |                               |
| 18 |                     |   |                                  |                  |                               |
| 19 |                     |   |                                  |                  |                               |
| 20 |                     |   |                                  |                  |                               |

**SWAMP DCP Installations  
Barataria Basin  
Jefferson and Plaquemines Parishes, Louisiana  
Contractor Questions and Answers**

Cycle Construction Questions and Answers

Question 1: Would you let me know the cost estimate for the above mentioned job? Also, where would I be able to download the plans and specs?

Answer 1: The cost estimate is included in the pre-bid meeting agenda as part of this addendum. You can download the plans and specs at <http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/>

Washburn Marine Questions and Answers

Question 1: My name is Courtney I'm with Washburn Marine Shipyard, I'm wondering if this bid pertains to use and the structural work we do, please let me know if we qualify and I will have Darby submit a bid?

Answer 1: Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of Heavy Construction. The plans and specifications can be downloaded at <http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/>

Deep South Oilfield Construction Questions and Answers

Question 1: Is work financed through government grant and therefore tax-free or do state and local taxes apply?

Answer 1: Since this is a Louisiana State project it qualifies for tax exemption. Designation of a construction contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate will have to be completed and provided to the awarded contractor to designate the contractor and suppliers as tax exempt agents for this project.

Question 2: Will the decision be made on the 4<sup>th</sup> DCP structure prior to mobilization for the other three sites? If not, there will be additional mobilization costs.

Answer 2: The decision on the 4<sup>th</sup> DCP structure will be made prior to awarding the bid for the project therefore it will be prior to mobilization for the other three sites.

Question 3: Will a DCP be relocated if it is close (within 200 feet) of a pipeline?

Answer 3: To our knowledge no DCPs are located within 200 feet of a pipeline. Should additional information arise on pipeline locations within 200 feet of a proposed DCP potential relocation will be considered at that time.

Hydroterra Technologies, LLC Questions and Answers

Question 1: Is a magnetometer and bathymetric survey required for the access routes to each site or just with 200' of each site?

Answer 1: A magnetometer and bathymetric survey is not required for the access routes to each site. Contractor shall conduct magnetometer and bathymetric surveys at three project platforms for the base bid and one project platform for alternate no. 1 bid which provides a grid sufficient to identify any obstructions on the proposed project sites.

DEPARTMENT OF HOMELAND SECURITY  
 U.S. Coast Guard  
**PRIVATE AIDS TO NAVIGATION APPLICATION**  
*(See attached instructions and copy of Code of Federal Regulations, Title 33, Chap. 1, Part 66)*

NO PRIVATE AID TO NAVIGATION MAY BE AUTHORIZED UNLESS A COMPLETED APPLICATION FORM HAS BEEN RECEIVED (14 U.S.C. 83; 33 CFR. 66.01-5)

1. ACTION REQUESTED FOR PRIVATE AIDS TO NAVIGATION:  A. ESTABLISH AND MAINTAIN  B. DISCONTINUE  C. CHANGE  D. TRANSFER OWNERSHIP  E. TEMPORARILY UNTIL  F. SEASONAL FROM  G. AUTHORIZING PERMIT FOR THIS STRUCTURE OR BUOY USACE  PERMIT AND/OR STATE  PERMIT (Valid Permit Number) 20161220ES

2. DATE ACTION TO START: 3/13/17

3. AIDS WILL BE OPERATED:  A. YEAR-ROUND  B. TEMPORARILY UNTIL  C. SEASONAL FROM  TO

4. NECESSITY FOR AID (Continue in Block 8)  
 Platform (SNNP0022) will support environmental

5. GENERAL LOCALITY  
 Barataria Basin

7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS

| LIGHT LIST NUMBER | NAME OF AID                                    | LIGHT           |                   |                   | POSITION (7e) | DEPTH OF WATER (7f)              | CANDELA (7g) | FOCAL PLANE HEIGHT (7h) | STRUCTURE TYPE, COLOR, AND HEIGHT ABOVE GROUND (7i)     | REMARKS (See Instructions) (7j)                               |
|-------------------|--|-----------------|-------------------|-------------------|---------------|----------------------------------|--------------|-------------------------|---|---|
|                   |  | NO OR ULTR (7b) | FLASH PERIOD (7c) | FLASH LENGTH (7d) |               |                                  |              |                         |   |   |
| 15727             | CPRA BARATARIA BASIN SCIENTIFIC PLATFORM LIGHT |                 | 0.7               | 0.3               | White         | 29d 16' 16.28"<br>95d 35' 45.23" | 7.5          | 7                       | Multi-pile platform, composite decking, 10 ft above NHH | TideLand class B Single Lift Unlashed Navigational aid system |
|                   |  |                 |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                 |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                 |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                 |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                 |                   |                   |               |                                  |              |                         |   |   |

8. ADDITIONAL COMMENTS  
 data collection equipment for monitoring hydrological & meteorological parameters for Coastal Restoration Projects.

9a. NAME AND ADDRESS OF PERSON IN DIRECT CHARGE OF THE AID(S)  
 Garron Ross, USGS

9b. TELEPHONE NO.  
 225-258-5481

9c. E-MAIL ADDRESS  
 garron.ross@usgs.gov

10a. NAME AND ADDRESS OF PERSON OR CORPORATION AT WHOSE EXPENSE THE AID(S) WILL BE MAINTAINED  
 David Chambers, P.E.  
 Coastal Protection and Restoration Authority  
 2045 Lakeshore Drive, CERM Suite 309  
 New Orleans, LA 70122

10b. THE APPLICANT AGREES TO SAVE THE COAST GUARD HARMLESS WITH RESPECT TO ANY CLAIM OR CLAIMS THAT MAY RESULT ARISING FROM THE ALLEGED NEGLIGENCE OF THE MAINTENANCE OR OPERATION OF THE APPROVED AID(S)

10c. DATE: 3/13/17

10d. SIGNATURE AND TITLE OF OFFICIAL SIGNING  
 David Chambers  
 CPRA Operations Engineer

DATE APPROVED: 5/2/17

SIGNATURE (By direction): [Signature]

FOR USE BY DISTRICT COMMANDER

SERIAL NO. CLASSIFICATION OF AIDS(S)  
 11358.11364  
 I

RECD CHART LNM  
 19/17

**LIGHT EMITTING DIODE (LED) OBSTRUCTION LIGHTS SHALL HAVE A MINIMUM INTENSITY RATING OF 125 CANDELA RATING FOR A 5 NM LIGHT, 25 CANDELA RATING FOR A 3 NM LIGHT AND 1 CANDELA RATING FOR A 1 NM LIGHT. MANUFACTURERS ARE REQUIRED TO PROVIDE PROOF OF MINIMUM INTENSITY RATINGS TO THE U.S. COAST GUARD AND CUSTOMER UPON REQUEST.**

**TO RETAIN THIS APPROVAL YOUR CLASS I PRIVATE AIDS TO NAVIGATION MUST BE SELF INSPECTED AND MAINTAINED IN ACCORDANCE WITH 33 CFR PART 66. A REPORT SHALL BE MADE ANNUALLY TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8OANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130.**

THE UNITED STATES SHALL IN NO CASE BE LIABLE FOR ANY DAMAGE OR INJURY TO THE STRUCTURE OR WORK HEREIN AUTHORIZED WHICH MAY BE CAUSED BY OR RESULT FROM FUTURE OPERATIONS UNDER TAKEN BY THE GOVERNMENT FOR THE CONSERVATION OR IMPROVEMENT OF NAVIGATION, OR FOR OTHER PURPOSES AND NO CLAIM OR RIGHT TO COMPENSATION SHALL ACCRUE FROM ANY SUCH DAMAGE.

**"ANY CHANGES IN BLOCKS 1 THRU 10 SHALL IMMEDIATELY BE REPORTED TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8OANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130."**

APPLICANT'S NAME: JAVIER DOMESTINI PEREZ  
 ADDRESS: 10000 LAKE DRIVE  
 HOUSTON, TEXAS 77055  
 PHONE: (713) 241-1111  
 FAX: (713) 241-1111  
 EMAIL: javier@domestini.com

DEPARTMENT OF HOMELAND SECURITY  
 U.S. Coast Guard

PRIVATE AIDS TO NAVIGATION APPLICATION

(See attached instructions and copy of Code of Federal Regulations, Title 33, Chap. 1, Part 66)

NO PRIVATE AID TO NAVIGATION MAY BE AUTHORIZED UNLESS A COMPLETED APPLICATION FORM HAS BEEN RECEIVED (14 U.S.C. § 33 CFR 66-01-5)

1 ACTION REQUESTED FOR PRIVATE AIDS TO NAVIGATION:  A. ESTABLISH AND MAINTAIN  B. DISCONTINUE  C. CHANGE  D. TRANSFER OWNERSHIP 2. DATE ACTION TO START: 12/15/2017

3 AIDS WILL BE OPERATED:  A. YEAR-ROUND  B. TEMPORARILY UNTIL \_\_\_\_\_ C. SEASONAL FROM \_\_\_\_\_ TO \_\_\_\_\_

4 NECESSITY FOR AID (Continue in Block 8) Platform (SNMP0024) will support environmental 5. GENERAL LOCALITY Barataria Basin 6. AUTHORIZING PERMIT FOR THIS STRUCTURE OR BUOY USAGE:  PERMIT AND/  OR STATE PERMIT (Valid Permit Number) 20161220ES

| LIGHT LIST NUMBER | NAME OF AID                                    | NO OR LTR (7a) | LIGHT             |                   | POSITION (7e) | DEPTH OF WATER (7f)              | CANDELA (7g) | FOCAL PLANE HEIGHT (7h) | STRUCTURE TYPE, COLOR, AND HEIGHT ABOVE GROUND (7i)      | REMARKS (See instructions) (7j)                         |
|-------------------|--|----------------|-------------------|-------------------|---------------|----------------------------------|--------------|-------------------------|--|---|
|                   |  |                | FLASH PERIOD (7b) | FLASH LENGTH (7c) |               |                                  |              |                         |  |   |
| 15744             | CPRA BARATARIA BASIN SCIENTIFIC PLATFORM LIGHT |                | 0.7               | 0.3               | White         | 29d 33' 05.22"<br>59d 54' 07.25" | 7.5          | 3                       | Multi-pile platform, composite decking, ~10 ft above MHW | TideLand Solamax 3 Self-Contained Solar-Powered Lantern |
|                   |  |                |                   |                   |               |                                  |              |                         |  |   |
|                   |  |                |                   |                   |               |                                  |              |                         |  |   |
|                   |  |                |                   |                   |               |                                  |              |                         |  |   |
|                   |  |                |                   |                   |               |                                  |              |                         |  |   |
|                   |  |                |                   |                   |               |                                  |              |                         |  |   |
|                   |  |                |                   |                   |               |                                  |              |                         |  |   |

7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS

8 ADDITIONAL COMMENTS data collection equipment for monitoring hydrological & meteorological parameters for Coastal Restoration Projects.

9a. NAME AND ADDRESS OF PERSON IN DIRECT CHARGE OF THE AID(S)  
 Garrison Ross, USGS

9b. TELEPHONE NO.  
 225-298-5481

9c. E-MAIL ADDRESS  
 gbrass@usgs.gov

10a. NAME AND ADDRESS OF PERSON OR CORPORATION AT WHOSE EXPENSE THE AID(S) WILL BE MAINTAINED  
 David Chambers, P.E.  
 Coastal Protection and Restoration Authority  
 2045 Lakeshore Drive, CERM Suite 309  
 New Orleans, LA 70122

10b. THE APPLICANT AGREES TO SAVE THE COAST GUARD HARMLESS WITH RESPECT TO ANY CLAIM OR CLAIMS THAT MAY RESULT ARISING FROM THE ALLEGED NEGLIGENCE OF THE MAINTENANCE OR OPERATION OF THE APPROVED AID(S)

10c. DATE 3/3/17 10d. SIGNATURE AND TITLE OF OFFICIAL SIGNING  
 David Chambers CPRA Operations Engineer

FOR USE BY DISTRICT COMMANDER  
 RECD \_\_\_\_\_ DATE APPROVED 5/2/17 SIGNATURE (By direction) Ch [Signature]  
 CLASSIFICATION OF AID(S) I CHART 11358, 11364, 11365 LNM 1917  
 SERIAL NO. \_\_\_\_\_

**LIGHT EMITTING DIODE (LED) OBSTRUCTION LIGHTS SHALL HAVE A MINIMUM INTENSITY RATING OF 125 CANDELA RATING FOR A 5 NM LIGHT, 25 CANDELA RATING FOR A 3 NM LIGHT AND 1 CANDELA RATING FOR A 1 NM LIGHT. MANUFACTURERS ARE REQUIRED TO PROVIDE PROOF OF MINIMUM INTENSITY RATINGS TO THE U.S. COAST GUARD AND CUSTOMER UPON REQUEST.**

"TO RETAIN THIS APPROVAL YOUR CLASS I PRIVATE AIDS TO NAVIGATION MUST BE SELF INSPECTED AND MAINTAINED IN ACCORDANCE WITH 33 CFR PART 66. A REPORT SHALL BE MADE ANNUALLY TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8OANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130."

THE UNITED STATES SHALL IN NO CASE BE LIABLE FOR ANY DAMAGE OR INJURY TO THE STRUCTURE OR WORK HEREIN AUTHORIZED WHICH MAY BE CAUSED BY OR RESULT FROM FUTURE OPERATIONS UNDER TAKEN BY THE GOVERNMENT FOR THE CONSERVATION OR IMPROVEMENT OF NAVIGATION, OR FOR OTHER PURPOSES AND NO CLAIM OR RIGHT TO COMPENSATION SHALL ACCRUE FROM ANY SUCH DAMAGE.

"ANY CHANGES IN BLOCKS 1 THRU 10 SHALL IMMEDIATELY BE REPORTED TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8OANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130."



DEPARTMENT OF HOMELAND SECURITY  
U.S. Coast Guard  
PRIVATE AIDS TO NAVIGATION APPLICATION  
Title 33 Code of Federal Regulations, Part 166  
(See attached instructions and copy of Code of Federal Regulations, Title 33 Code of Federal Regulations, Part 166)  
NO PRIVATE AID TO NAVIGATION MAY BE AUTHORIZED UNLESS A COMPLETED APPLICATION FORM HAS BEEN RECEIVED (44 U.S.C. 3303) AND THE PERMIT NUMBER IS ENTERED IN THE SPACE PROVIDED FOR THAT PURPOSE.

1. ACTION REQUESTED FOR PRIVATE AIDS TO NAVIGATION.  A. ESTABLISH AND MAINTAIN  B. DISCONTINUE  C. CHANGE  D. TRANSFER OWNERSHIP  E. DATE OF OPERATION TO START  F. DATE OF EXPIRATION  G. JUNE 30 2017

3. AIDS WILL BE OPERATED.  A. YEAR-ROUND  B. TEMPORARILY UNTIL \_\_\_\_\_ TO \_\_\_\_\_ C. SEASONAL FROM \_\_\_\_\_ PERMIT AND/OR STATE PERMIT (Valid Permit Number) 20161220ES

4. NECESSITY FOR AID (Continue in Block 8) Platform (SWMP0017) will support environmental Barataria Basin

7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS

| LIGHT LIST NUMBER | NAME OF AID                                    | NO. OR LTR. (7a) | LIGHT             |                   | POSITION (7e) | DEPTH OF WATER (7f)              | CANDELA (7g) | FOCAL PLANE HEIGHT (7h) | STRUCTURE TYPE, COLOR, AND HEIGHT ABOVE GROUND (7i) | REMARKS (7j)  |
|-------------------|--|------------------|-------------------|-------------------|---------------|----------------------------------|--------------|-------------------------|---|---|
|                   |  |                  | FLASH PERIOD (7b) | FLASH LENGTH (7c) |               |                                  |              |                         |   |   |
| 16617             | CPRA BARATARIA BASIN SCIENTIFIC PLATFORM LIGHT |                  | 0.7               | 0.3               | White         | 25d 13' 52.88"<br>90d 02' 54.69" | 6            | 3                       | 1.6 ft  | Multi-pile platform, composite decking, 10 ft above MHW<br>Tideland SolisMax 3 Self-Contained Solar-powered lantern |
|                   |  |                  |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                  |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                  |                   |                   |               |                                  |              |                         |   |   |
|                   |  |                  |                   |                   |               |                                  |              |                         |   |   |

8. ADDITIONAL COMMENTS  
data collection equipment for monitoring hydrological & meteorological parameters for Coastal Restoration Projects.

9a. NAME AND ADDRESS OF PERSON IN DIRECT CHARGE OF THE AID(S)  
Garrison Ross, USCG  
225-298-5481  
gbr@uscg.mil

9b. TELEPHONE NO.  
225-298-5481

9c. E-MAIL ADDRESS  
gbr@uscg.mil

10a. NAME AND ADDRESS OF PERSON OR CORPORATION AT WHOSE EXPENSE THE AID(S) WILL BE MAINTAINED  
David Chambers, P.E.  
Coastal Protection and Restoration Authority  
2045 Lakeshore Drive, CERM Suite 309  
New Orleans, LA 70122

10b. THE APPLICANT AGREES TO SAVE THE COAST GUARD HARMLESS WITH RESPECT TO ANY CLAIM OR CLAIMS THAT MAY RESULT ARISING FROM THE ALLEGED NEGLIGENCE OF THE MAINTENANCE OR OPERATION OF THE APPROVED AID(S)

10c. DATE  
3/3/17

10d. SIGNATURE AND TITLE OF OFFICIAL SIGNING  
David Chambers  
CPRA Operations Engineer

FOR USE BY DISTRICT COMMANDER  
CLASSIFICATION OF AID(S)  
I

SERIAL NO.  
11358, 11365

RECD  
CHART  
LNM  
19/17

DATE APPROVED  
5/2/17

SIGNATURE (By direction)  
[Signature]

CG-2554 (02/15)

**LIGHT EMITTING DIODE (LED) OBSTRUCTION LIGHTS SHALL HAVE A MINIMUM INTENSITY RATING OF 125 CANDELA RATING FOR A 5 NM LIGHT, 25 CANDELA RATING FOR A 3 NM LIGHT AND 1 CANDELA RATING FOR A 1 NM LIGHT. MANUFACTURERS ARE REQUIRED TO PROVIDE PROOF OF MINIMUM INTENSITY RATINGS TO THE U.S. COAST GUARD AND CUSTOMER UPON REQUEST.**

TO RETAIN THIS APPROVAL YOUR CLASS I PRIVATE AIDS TO NAVIGATION MUST BE SELF INSPECTED AND MAINTAINED IN ACCORDANCE WITH 33 CFR PART 86. A REPORT SHALL BE MADE ANNUALLY TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8OANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130.\*

THE UNITED STATES SHALL IN NO CASE BE LIABLE FOR ANY DAMAGE OR INJURY TO THE STRUCTURE OR WORK HEREIN AUTHORIZED WHICH MAY BE CAUSED BY OR RESULT FROM FUTURE OPERATIONS UNDER TAKEN BY THE GOVERNMENT FOR THE CONSERVATION OR IMPROVEMENT OF NAVIGATION, OR FOR OTHER PURPOSES AND NO CLAIM OR RIGHT TO COMPENSATION SHALL ACCRUE FROM ANY SUCH DAMAGE.

\*ANY CHANGES IN BLOCKS 1 THRU 10 SHALL IMMEDIATELY BE REPORTED TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8OANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130.\*

DEPARTMENT OF HOMELAND SECURITY  
 U.S. Coast Guard  
**PRIVATE AIDS TO NAVIGATION APPLICATION**  
 (See attached instructions and copy of Code of Federal Regulations, Title 33, Chap. 1, Part 66)

NO PRIVATE AID TO NAVIGATION MAY BE AUTHORIZED UNLESS A COMPLETED APPLICATION FORM HAS BEEN RECEIVED (14 U.S.C. 83; 33 CFR '66. 01-5).  
 1. ACTION REQUESTED FOR PRIVATE AIDS TO NAVIGATION:  
 A. ESTABLISH AND MAINTAIN  
 B. DISCONTINUE  
 C. CHANGE  
 D. TRANSFER OWNERSHIP  
 E. TEMPORARILY UNTIL  
 F. SEASONAL FROM  
 G. PERMIT AND/OR STATE PERMIT (Valid Permit Number) 20161220ES

2. DATE ACTION TO START: \_\_\_\_\_  
 3. AIDS WILL BE OPERATED:  
 A. YEAR-ROUND  
 B. TEMPORARILY UNTIL \_\_\_\_\_  
 C. SEASONAL FROM \_\_\_\_\_ TO \_\_\_\_\_  
 4. NECESSITY FOR AID (Continue in Block 8)  
 Platform (SMP#0015) will support environmental

5. GENERAL LOCALITY  
 Barataria Basin

| LIGHT LIST NUMBER | NAME OF AID                                    | LIGHT          |                   |                   | POSITION (7e) | DEPTH OF WATER (7f)              | CANDELA (7g) | FOCAL PLANE HEIGHT (7h) | STRUCTURE TYPE, COLOR, AND HEIGHT ABOVE GROUND (7i) | REMARKS (See instructions) (7j)  |
|-------------------|--|----------------|-------------------|-------------------|---------------|----------------------------------|--------------|-------------------------|---|--|
|                   |  | NO OR LTR (7a) | FLASH PERIOD (7b) | FLASH LENGTH (7c) |               |                                  |              |                         |   |  |
| 16222             | CPRA BARATARIA BASIN SCIENTIFIC PLATFORM LIGHT |                | 0.7               | 0.3               | White         | 29d 20' 03.05"<br>89d 59' 19.80" | 7.5          | 3                       | 16 ft   | Multi-pile platform, composite decking, -10 ft above MHW<br><br>Tidelands Solara 3 Self-Contained Solar Powered Lantern<br><br>Tidelands A2-26 Audiobeam 1/2 NS Fog Signal |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |
|                   |  |                |                   |                   |               |                                  |              |                         |   |  |

7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS

8. ADDITIONAL COMMENTS  
 data collection equipment for monitoring hydrological & meteorological parameters for Coastal Restoration Projects.

9a. NAME AND ADDRESS OF PERSON IN DIRECT CHARGE  
 Gairon Ross, USGS  
 9b. TELEPHONE NO.  
 225-298-5481  
 9c. E-MAIL ADDRESS  
 gross@usgs.gov

10a. NAME AND ADDRESS OF PERSON OR CORPORATION AT WHOSE EXPENSE THE AID(S) WILL BE MAINTAINED  
 David Chambers, P.E.  
 Coastal Protection and Restoration Authority  
 2045 Lakeshore Drive, CERM Suite 309  
 New Orleans, LA 70122

10b. THE APPLICANT AGREES TO WAIVE THE COAST GUARD HARMLESS WITH RESPECT TO ANY CLAIM OR CLAIMS THAT MAY RESULT ARISING FROM THE ALLEGED NEGLIGENCE OF THE MAINTENANCE OR OPERATION OF THE APPROVED AID(S).

10c. DATE  
 3/3/17  
 10d. SIGNATURE AND TITLE OF OFFICIAL SIGNING  
 David Chambers  
 CPRA Operations Engineer

FOR USE BY DISTRICT COMMANDER  
 SERIAL NO. CLASSIFICATION OF AIDS(S)  
 I  
 REC'D CHART 11358, 11364, 11365  
 LNM 19/17  
 DATE APPROVED 5/2/17  
 SIGNATURE (By direction) [Signature]  
 CG-2554 (02/15) 6012 Tuckey 08 (Rev)

**LIGHT EMITTING DIODE (LED) OBSTRUCTION LIGHTS SHALL HAVE A MINIMUM INTENSITY RATING OF 125 CANDELA RATING FOR A 5 NM LIGHT, 25 CANDELA RATING FOR A 3 NM LIGHT AND 1 CANDELA RATING FOR A 1 NM LIGHT. MANUFACTURERS ARE REQUIRED TO PROVIDE PROOF OF MINIMUM INTENSITY RATINGS TO THE U.S. COAST GUARD AND CUSTOMER UPON REQUEST.**

"TO RETAIN THIS APPROVAL YOUR CLASS I PRIVATE AIDS TO NAVIGATION MUST BE SELF INSPECTED AND MAINTAINED IN ACCORDANCE WITH 33 CFR PART 68. A REPORT SHALL BE MADE ANNUALLY TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8QANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130."

THE UNITED STATES SHALL IN NO CASE BE LIABLE FOR ANY DAMAGE OR LIABILITY TO THE STATE OR COUNTY OF MISSISSIPPI ARISING FROM ANY LIGHTS WHICH ARE NOT AUTHORIZED WHICH MAY BE CAUSED BY OR RESULT FROM FUTURE OPERATIONS UNDER THE AUTHORITY OF THE GOVERNMENT FOR THE CONSTRUCTION OR IMPROVEMENT OF NAVIGATION, OR FOR OTHER PURPOSES AND NO CLAIM OF RIGHT TO COMPENSATION SHALL ACCRUE FROM ANY SUCH DAMAGE.

"ANY CHANGES IN BLOCKS 1 THRU 10 SHALL IMMEDIATELY BE REPORTED TO THE EIGHTH COAST GUARD DISTRICT, WATERWAYS BRANCH, PRIVATE AIDS TO NAVIGATION SECTION VIA EMAIL TO: D8QANPATON@USCG.MIL OR MAIL TO: EIGHTH COAST GUARD DISTRICT (DPW), 500 POYDRAS STREET, NEW ORLEANS, LA 70130."

CONTRACT DOCUMENTS, SPECIFICATIONS  
AND  
CONTRACT DRAWINGS  
FOR  
STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
SWAMP DCP INSTALLATIONS  
BARATARIA BASIN  
JEFFERSON AND PLAQUEMINES PARISHES, LOUISIANA  
PROJECT NO. LA-0252

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ADDENDUM NO. 2

DATE ISSUED: May 18, 2017

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BID DATE: May 24, 2017 at 2:00 PM  
BID LOCATION: Coastal Protection and Restoration Authority  
150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center  
Baton Rouge, Louisiana 70802

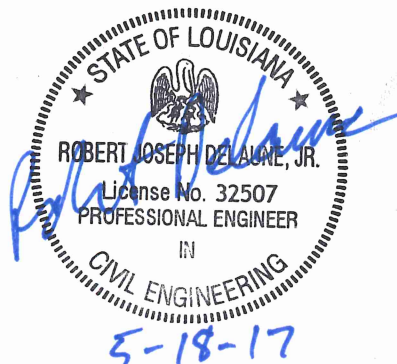
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This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices.

Acknowledge receipt of the addendum by inserting its number and date on the Bid Form of the Bid Documents. Failure to do so may subject the bidder to disqualifications.

This Addendum No. 2 consists of 6 pages including the title sheet and all attachments.



## **Drawings**

Sheet No. 3

Access ladder support brace item number 2 Aluminum Tubing - In lieu of purchasing 3" x 3" x ½" aluminum prefabricated tubing the contractor shall be allowed to aluminum weld 3" x ½" aluminum flat bar together to fabricate the tubing.

**Note:** The following items are attached and are hereby made part of this addendum:

- a) Contractors' questions submitted in writing
- b) Copper Naphthenate RTU Specification
- c) List of companies that downloaded plans from CPRA website

END OF ADDENDUM

**SWAMP DCP Installations  
Barataria Basin  
Jefferson and Plaquemines Parishes, Louisiana  
Contractor Questions and Answers**

Crosby Construction Questions and Answers

Question 1: Can 2.5 CCA be used in place of creosote for the timber piles?

Answer 1: Timber pile treatment shall be creosote as previously specified in Technical Specification Section 5.4.

Question 2: On bid description 7, you are showing 2 each for the navigation light. Is that 2 each per platform? If so, it doesn't show anywhere on the drawings where the second one goes.

Answer 2: Bid Item No. 7 is one per platform. Two platforms in the base bid (SWMP0015 and SWMP0017) will have one navigation light and the third platform in the base bid (Empire SWMP0022) will receive a navigation light/foghorn unit. The alternate bid number 1 platform (SWMP0024) will receive one navigation light.

Berry Bros. General Contractors, Inc. Questions and Answers

Question 1: In TS-5 the treatment for the timber piling is specified to be 20# creosote. Would a 2.5 CCA treatment be acceptable?

Answer 1: Timber pile treatment shall be creosote as previously specified in Technical Specification Section 5.4.

Question 2: In TS-5, it calls for field repairs to be creosote. Creosote is not available, we are requesting that Copper Naphthenate RTU wood preservative be used as a substitute.

Answer 2: Copper Naphthenate RTU wood preservative shall be allowed as a substitute to creosote for field repairs. The specification for this product is attached as part of this addendum number 2.

Question 3: In TS-7, 7.2 Timbers – states to provide treated timber per TS-5, that is the creosote specification. Should it be as per TS-6 instead?

Answer 3: Yes, the timbers should be treated as per TS-6.

Question 4: In TS-9 Composite Decking in item 9.5 – Product Delivery and Storage, under G. it calls for a depth of 1-1/2", while on sheet 5 of the drawings it specifies a 1" depth. Which one do we need to furnish?

Answer 4: Provide the 1" deep x 3/4" top square mesh molded grating as specified on the drawing sheet number 5.

Question 5: Again in TS-9, 9.5 – H calls for 2'0" x 2'0" square panels. Can larger panels be utilized?

Answer 5: Yes, larger panels can be utilized.

#### Flowcor, LLC Questions and Answers

Question 1: I was in need of a complete bidders list for the above referenced project that bids on May 24<sup>th</sup>. Could you possibly email it to me?

Answer 1: A list of companies that downloaded plans from the CPRA website is included as part of this addendum number 2.

#### Crosby Dredging, LLC Questions and Answers

Question 1: I am not having any success finding the 3"x3"x1/2" aluminum tubing .Is it possible we could go with a thinner wall thickness like 3/8" or take some 3"x1/2" aluminum flat bar and fabricate the ladder support brackets.

Answer 1: Aluminum welded 3" x 1/2" aluminum flat bar is acceptable to fabricate the ladder support brackets.



# QNAP<sup>®</sup>2

**COPPER NAPHTHENATE RTU**

## Wood Preservative

- Stops termites, wood destroying beetles and carpenter ants. • For preserving cedar shake roofs.
- Prolongs the life of non-pressure treated wood. • Ideal for pressure-treated wood end cut protection.
- Meets AWPA Standard M4 for end cut treatments

**Active Ingredient:**

|  |             |
|--|-------------|
| Copper Naphthenate (CAS No. 1338-02-9) ..... | 17%*        |
| <b>Other Ingredients</b> .....               | <b>83%</b>  |
| <b>Total</b> .....                           | <b>100%</b> |

Contains Petroleum Distillates

\*Equivalent to 2% metallic copper

**Keep Out of Reach of Children**  
**WARNING**

EPA Reg. No. 64405-22

EPA Est. No. 64405-TN-1

**First Aid**

|   |  |
|---|--|
| <b>If in Eyes</b>   | <ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> </ul>  |
| <b>If on Skin or Clothing</b>   | <ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Immediately rinse skin with plenty of water for 15-20 minutes.</li> </ul>  |
| <b>If Swallowed</b>   | <ul style="list-style-type: none"> <li>• Immediately call a poison control center or doctor.</li> <li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li> <li>• Do not give any liquid to the person.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul> |
| <b>If Inhaled</b>   | <ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible.</li> </ul>  |
| Call a Poison Control Center or doctor for further treatment advice. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. |  |
| NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage. Contains petroleum distillates. Vomiting may cause aspiration pneumonia.                         |  |

**Personal Protective Equipment (PPE)**

- Applicators, mixers and other handlers must wear chemical resistant gloves, protective eyewear, long-sleeved shirt, long pants, socks and shoes when handling or applying this product.
- When applying this product to non-pressure treated wood, with a brush/roller, applicator must wear an organic vapor respirator.
- Some materials that are chemical-resistant to this product are barrier laminate; butyl, nitrile, neoprene and natural rubbers  $\geq$  14 mils; polyethylene; polyvinyl chloride; and viton  $\geq$  14 mils. If you want more options, follow the instructions for category C on an EPA chemical-resistance category selection chart.

**User Safety Requirements**

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

**Users must:**

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet;
- Remove clothing immediately if pesticide gets inside, then wash thoroughly and put on clean clothing;
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

**Environmental Hazards**

This product is toxic to aquatic invertebrates, shrimp and oysters/clams. For Terrestrial Uses: Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwater or rinsate. This product may contaminate water through runoff. Poorly draining soils and soils with shallow water tables are more prone to produce runoff that contains this product. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance contact your state water board or regional office of the EPA.

**Physical or Chemical Hazards**

**PRECAUTIONARY STATEMENTS**  
**Hazards to Humans & Domestic Animals**  
**WARNING**

Causes skin and eye irritation. Prolonged or repeated skin contact may cause allergic reaction in some individuals. Harmful if swallowed or inhaled. Do not breathe vapors or mist during brush, roll, and dip applications. Do not get in eyes, on skin, or on clothing.

Application of this product may produce a strong, lingering, unpleasant odor.

Wear chemical resistant gloves, protective eyewear, long-sleeved shirt, long pants, socks and shoes when handling or applying this product. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse.

SWAMP DCP Installations  
Plan Holders List by Company

| Company  |
|--|
| Amec Foster Wheeler                                  |
| Anders Construction, Inc.                            |
| Barriere Construction Co., LLC                       |
| Berry Bros. General Contractors, Inc.                |
| Bertucci Contracting Co., LLC.                       |
| Beverlyinc.com                                       |
| Boh Bros. Construction Co., L.L.C.                   |
| C. H. Fenstermaker & Associates, L.L.C.              |
| Cajun Bath Co., LLC                                  |
| Cajun Maritime, LLC                                  |
| CAYO, LLC  |
| CBI  |
| C-Dive, LLC  |
| Centaur LLC  |
| Circle Construction, LLC                             |
| Clark Construction                                   |
| Coastal Concepts                                     |
| Coastal Dredging Company, Inc.                       |
| Coastal Environments, Inc.                           |
| Coastal Marine Contractors                           |
| Crosby Dredging                                      |
| Cvitanovic Towing                                    |
| Cycle Marine Group, Inc.                             |
| Dauterive Contractors                                |
| Dean Equipment, Inc.                                 |
| Deep South Oilfield Construction                     |
| Digital Engineering                                  |
| Dodge Data and Analytics                             |
| Dolphin Services, LLC                                |
| DQSI, LLC  |
| EarthBalance   |
| EDF  |
| Fenstermaker   |
| Fleming Construction Co., L.L.C.                     |
| FP&C   |
| General Engineering & Environmental Companies, Inc., |
| GHD  |
| Gill's Crane & Dozer Service Inc.                    |
| Grillot Construction, LLC                            |
| Hero & Son   |
| Hildebrand Group                                     |

| Company                                     |
|---|
| Hydroterra Technologies                     |
| Inland Dredging Company, LLC                |
| Insulation Technologies Inc                 |
| Jag Construction Services, Inc.             |
| James Construction Group                    |
| jandjdiving corporation                     |
| Kostmayer Construction                      |
| Lawson Environmental Services               |
| Leblanc Marine                              |
| LMB Services                                |
| Louisiana Coastal Services, Inc.            |
| Luhr Bros., Inc.                            |
| M & C Oilfield Services, Inc.               |
| Massman Construction Co.                    |
| Mike Hooks, LLC                             |
| NewFields                                   |
| North America Procurement Council, Inc. PBC |
| Office Partners                             |
| ORA Estuaries                               |
| Pharos Marine Automatic Power               |
| Phylway Construction, LLC                   |
| Pontchartrain Partners, LLC                 |
| Remont Engineering & Design Group, LLC      |
| RES   |
| River/Road Construction, Inc.               |
| Safety Spot                                 |
| Seven Point Marine                          |
| Shoreline Marine                            |
| Specialty Services and Equipment            |
| T Baker Smith                               |
| THE BELLTECH GROUP, INC.                    |
| The Lemoine Company                         |
| Tice Engineering, Inc.                      |
| Tikigaq Construction                        |
| USA Environment, LP                         |
| Washburn Marine, LLC                        |
| Weeks Marine, Inc.                          |
| Westguard Solutions                         |
| Wilco Marsh Buggies                         |
| Zealous Energy Services, LLC                |