

**BID DOCUMENTS
FOR
CAMERON PARISH SHORELINE RESTORATION
SAND FENCE REPLACEMENT (CS-33)**

CAMERON PARISH, LOUISIANA



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

JANUARY 2015



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LIST OF DRAWING SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1.	TITLE SHEET
2.	GENERAL NOTES
3.	PROJECT LAYOUT
4.	SAND FENCE DETAILS

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1-145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M., **Thursday, May 28, 2015**.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **Shoreline Restoration Sand Fence Replacement
Cameron Parish, Louisiana**

PROJECT NUMBER: CS-33

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from <http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=432>. Printed copies can also be obtained from CPRA.

Questions about this procedure shall be directed to Renee McKee:

Coastal Protection and Restoration Authority (CPRA)

450 Laurel Street

Suite 1501

Baton Rouge, LA 70801

Telephone: 225-342-0811

Fax: 225-342-4674

E-mail: cpra.bidding@la.gov

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 Wednesday, May 13, 2015 at CPRA Lafayette Regional Office, Abdalla Hall,
Conference Room A, 635 Cajundome Blvd., Lafayette, LA 70506.**

It is the responsibility of all potential bidders to visit the job site to assess the location, logistics, and site conditions prior to bidding.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction, Subclassification: Landscaping, Grading & Beautification; OR Specialty, Subclassification: Coastal Restoration & Habitat Enhancement; OR Specialty, Subclassification: Seeding, Sodding, Load & Soil Stabilization, Erosion Control, Sheet Piling; OR Specialty, Subclassification: Fencing.**

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) 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 Entrepreneurship Program. Bidders are encouraged to consider participation. Information is available from Coastal Protection and Restoration Authority or on its website at <http://coastal.la.gov/>.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
MARK A. MOSES, DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **NINETY (90)** calendar days, 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 **FIFTEEN Hundred Dollars (\$1,500.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

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

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

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

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

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

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

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

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

ARTICLE 2

PRE-BID CONFERENCE

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

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

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

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

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

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

4.2 Interpretation or Correction of Bid Documents

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

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

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

4.3 Substitutions

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

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

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

4.4 Addenda

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

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

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

4.4.4 Each Bidder shall ascertain from the Coastal Protection and Restoration Authority prior to submitting his bid that he has received all addenda

issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (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 and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

(a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on

file with Secretary of State.

(b) Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the 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. 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 Facility Planning and Control Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

Facility Planning and Control,
P. O. Box 94095
Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:
Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
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 Facility Planning and Control within 10 days after the

opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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

8.2 Time of Delivery and Form of Bond

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

8.2.2 Bond shall be in the form furnished by the

Coastal Protection and Restoration Authority, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: FACILITY PLANNING AND CONTROL
P.O. BOX 94095
CLAIBORNE BUILDING
BATON ROUGE, LA 70804

(Owner to provide name and address of owner)

BID FOR: CAMERON PARISH SHORELINE
RESTORATION
SAND FENCE REPLACEMENT
(CS-33)

(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:

CPRA and dated: January 2015

(Owner to provide name of entity preparing bidding document)

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

_____ .

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

_____ Dollars (\$ _____)

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

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Not Applicable _____ Dollars (\$ _____ N/A _____)

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

_____ Not Applicable _____ Dollars (\$ _____ N/A _____)

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

_____ Not Applicable _____ Dollars (\$ _____ N/A _____)

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: FACILITY PLANNING AND CONTROL
P.O. BOX 94095
CLAIBORNE BUILDING
BATON ROUGE, LA 70804
(Owner to provide name and address of owner)

BID FOR: CAMERON PARISH SHORELINE
RESTORATION
SAND FENCE REPLACEMENT
(CS-33)
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL AND DISPOSAL OF DAMAGED SAND FENCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	1	LUMP SUM		

DESCRIPTION:	✓ Base Bid or <input type="checkbox"/> Alt.# ____ INSTALLATION OF SAND FENCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	27,257	LINEAR FOOT		

DESCRIPTION:	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>
N/A	N/A	N/A	NOT APPLICABLE	NOT APPLICABLE

DESCRIPTION:	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>
N/A	N/A	N/A	NOT APPLICABLE	NOT APPLICABLE

DESCRIPTION:	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>
N/A	N/A	N/A	NOT APPLICABLE	NOT APPLICABLE

DESCRIPTION:	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>
N/A	N/A	N/A	NOT APPLICABLE	NOT APPLICABLE

DESCRIPTION:	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>
N/A	N/A	N/A	NOT APPLICABLE	NOT APPLICABLE

DESCRIPTION:	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>
N/A	N/A	N/A	NOT APPLICABLE	NOT APPLICABLE

Wording for “DESCRIPTION” is to be provided by the Owner.

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

BID BOND
FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

STATE OF LOUISIANA

PARISH OF CAMERON

ATTESTATIONS AFFIDAVIT

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

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

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

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:23)

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

(a) Theft (R.S. 14:67)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record
(R.S.14:67.20)

(h) Contractors; misapplication of
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks
(R.S. 14:71)

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

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

Name of Project

Project No.

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 _____, 2015, 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: _____
Kyle Graham, Executive Director

BY: _____

SURETY: _____

BY: _____
ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF CAMERON

PROJECT NO. CS-33

NAME: CAMERON PARISH SHORELINE RESTORATION
SAND FENCE REPLACEMENT

LOCATION: CAMERON PARISH

AFFIDAVIT

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

PART I.

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

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

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

PART II.

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

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

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2015.

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 (Division of Administration, Office of Facility Planning and Control), 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 Special Provisions.

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 A. 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. The project site is located on state waterways.

GP-25 UTILITIES

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

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

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

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

GP-26 PERMITS

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

GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

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

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

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

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

GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

GP-32 ENVIRONMENTAL PROTECTION

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

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

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

Contractor shall maintain and operate equipment to minimize noise, dust, and vibration near noise, dust and vibration-sensitive areas such as churches, hospitals, schools, and residential areas, and assure that any

activities conducted near such areas are not unduly disruptive. Contractor shall maintain all equipment with properly functioning mufflers.

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

GP-33 SANITARY PROVISION

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

GP-34 PAYMENT OF TAXES

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

GP-35 RADIO AND TELEPHONES

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

GP-36 NAVIGATION

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

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

These rules can be found on the Internet at:

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

GP-37 OBSTRUCTION TO NAVIGATION

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

GP-38 MARINE VESSELS AND MARINE ACTIVITIES

All marine vessels operated by the Contractor shall possess a valid United States Coast Guard (USCG) inspection certificate and current American Bureau of Shipping (ABS) Classification. All officers and crew shall possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.

All marine vessels not subject to USCG certification or ABS Classification shall be inspected annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS). All inspections shall be documented using an appropriate report format. At a minimum, the inspections shall evaluate the structural integrity of the vessel and comply with the National Fire Protection Association Code No. 302- Pleasure and Commercial Motor Craft. The most recent inspection report shall be posted in a public area on board each vessel.

GP-39 RECORD KEEPING

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

GP-40 CERTIFICATES OF COMPLIANCE

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

GP-41 SUBMITTALS

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

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

All Submittals 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 shall issue a Notice of Acceptance identifying the date the Project reached Substantial Completion and attach a punch list identifying the remaining items that must be completed before final payment. The Owner will then file an official Notice of Acceptance with the Clerk of Court in the Parish where the work is performed and will forward one copy of the recorded acceptance to the Contractor 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:

- 57.a.1 A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
- 57.a.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
- 57.a.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:

- 57.b.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
- 57.b.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:

- 57.c.1 Observations by the Owner or Engineer; or
- 57.c.2 Recommendations by the Engineer or payment by the Owner; or
- 57.c.3 Use of the Work by the Owner; or
- 57.c.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or
- 57.c.5 Any inspection, test, or approval by others; or
- 57.c.6 Any correction to non-conforming work by the Owner.

GP-58 DISPUTE RESOLUTION

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

mediator, then the mediator shall be selected by the American Arbitration Association, upon the filing of a demand for mediation.

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

GP-59 PAYMENT

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

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

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 and as permitted under Section SP-6 of the Special Provisions, from any amounts which may be due and owing the Contractor for work performed under the contract.

GP-61 LIENS

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

GP-62 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

GP-63 ANTI-KICKBACK CLAUSE

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

GP-64 SUSPENSION/DEBARMENT

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

via the internet at www.epls.gov.

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

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

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

GP-65 LOUISIANA FIRST HIRING ACT

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

- 65.a.1 The number and types of jobs anticipated for the Work.
- 65.a.2 The skill level of the jobs anticipated for the Work.
- 65.a.3 The wage or salary range for each job anticipated for the Work.
- 65.a.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

This project is located in Cameron Parish in extreme southwest Louisiana. The project area involves a 5-mile stretch of the Gulf of Mexico coast, starting on the western side of the Calcasieu Ship Channel's gulf outlet and proceeding to approximately one mile east of Holly Beach.

The Cameron Parish Shoreline project is a State Only project and has a twenty –year (20 year) economic life, which began in April 2014.

SP-2 WORK TO BE DONE

The Work to be performed under these Plans and Specifications consists of furnishing all labor, equipment, and materials including associated mobilization and demobilization required to remove and replace existing sand fence in accordance with these Specifications and in conformity with the alignments and elevations shown on the Plans or as directed by Engineer in compliance with all local, state, and federal laws and regulations.

Major tasks associated with this Work include, but may not necessarily be limited to, the following:

- 2.1 Removal and disposal of damaged sand fence (27,257 LF)
- 2.2 Replace sand fence (27,257 LF)

All Work will be performed in accordance with Louisiana Standard Specifications for Roads and Bridges, latest edition, unless otherwise specified herein.

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

Milestone	Location or Recipient	Date Due
Advertisement for Bids	Publications	As advertised
Mandatory Pre-Bid Conference and Site Visit	Provided in Advertisement for Bids	Provided in Advertisement for Bids
Questions on Bid Documents	Deliver to CPRA	As Announced at the Pre-Bid Conference
Effective Date of Contract	Contractor and Owner	Stated in Contract between Owner and Contractor
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, monthly thereafter
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after the Notice to Proceed is issued
Progress Meetings and Reports	At Project Site	Bi-weekly or as determined at the Pre-Construction Conference (See GP-13, GP-39)
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer
End of Contract Time	At Project Site	90 calendar days after Notice to Proceed

SP-4 DELIVERABLES

4.1 Prior to Construction

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

- 4.1.1.1 Work Plan as specified in GP-8 and SP-6;
- 4.1.1.2 Progress Schedule as specified in GP-9;
- 4.1.1.3 Copy of typical Daily Progress Report as specified in GP-10.
- 4.1.1.4 Hurricane and Severe Storm Plan as specified in GP-11;
- 4.1.1.5 Health and Safety Plan as specified in GP-12.

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

- 4.1.2.1 Updates to all plans and schedules based on comments from the Engineer;
- 4.1.2.2 Potential construction corridors (if needed, other than from what is provided) which may be approved on an as needed basis.

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

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

4.3 Administrative Records

4.3.1 Notification of Discovery of Historical or Cultural Sites

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

4.4 Post Construction

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

- 4.4.1 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;
- 4.4.2 As-Built Drawings.

4.5 Summary of Project Submittals

The following table is a summary of submittals required of the Contractor as part of this section and other sections of these Specifications:

SPECIFICATION	DELIVERABLE	SUBMITTAL
GP-9	Progress/Work Schedule	Prior to Pre-construction conference
GP-19	Names of all Subcontractors	Prior to awarding subcontracts
GP-10	Daily Progress Reports	As directed by the Engineer
GP-54	Written Notice of Completion of Work	Upon completion of work

SP-5 CONTACT INFORMATION

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

Coastal Protection and Restoration Officer
Coastal Protection and Restoration Authority
450 Laurel Street, Suite 1501
Baton Rouge, LA 70801
Phone: 225-342-0811
Fax: 225-342-4674
Email : cpra.bidding@la.gov

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

Project Engineer
Darrell Pontiff, P.E.
635 Cajundome Boulevard
Lafayette, LA 70506
Phone : 337-482-0683
Fax: 337-482-0685
Email : darrell.pontiff@la.gov

Field Engineer
Dion Broussard, E.I.
635 Cajundome Boulevard
Lafayette, LA 70506
Phone: 337-482-0686
Fax: 337-482-0685
Email : dion.broussard@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 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of fifteen hundred dollars (\$1,500.00) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-7 TRANSPORTATION (NOT APPLICABLE)

The Contractor shall provide a safe and reasonable means of transportation to and from the marine access structure, staging area, and Project Site for the Engineer and the federal sponsor throughout the Work. The schedule and pickup location shall be arranged by the Engineer and the Contractor prior to mobilization.

Upon request, overnight room and board shall be provided to these personnel by the Contractor if adequate facilities are available. The Contractor shall provide a boat for the exclusive use of the Engineer and/or Resident Project Representative to tour the Project Site during the Work. The boat shall have the following features:

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

The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within twelve (12) hours. In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary boats at the expense of the Contractor. The costs associated with providing the boats shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization".

SP-8 LANDOWNER AND PIPELINE REQUIREMENTS

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

None

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

The Contractor shall notify all pipeline companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dike alignments, marsh fill areas, borrow area, and dredge slurry pipeline corridor shall be probed and their locations marked prior to excavation and installation of the dredge slurry pipeline, for the duration of construction activities. No excavation shall be permitted within fifty feet (50') of any pipeline.

SP-09 THREATENED AND ENDANGERED SPECIES (NOT APPLICABLE)

The Environmental Assessment for this project identifies Pallid Sturgeon, Brown Pelicans, Bald Eagles, and West Indian Manatees as threatened and endangered species which have the potential to exist within the boundaries of the Project Site. The Contractor shall review and comply with the restrictions listed below regarding construction activities.

West Indian Manatee – The following precautions will be implemented from May to October, when manatees have the greatest potential for entering the project area:

- All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s).
- All personnel associated with the project shall be instructed about the possible presence of manatees and the need to avoid collisions with and injury to manatees. Any sighting of, collision with, or injury to a manatee shall be immediately reported to the Engineer.

The following special operating conditions shall be implemented upon the sighting of a manatee within one hundred (100) yards of the active work zone:

- No operation of moving equipment within fifty feet (50') of a manatee;
- All vessels shall operate at no wake/idle speeds within one hundred (100) yards of the work area; and
- Siltation barriers, if used, shall be re-secured and monitored.

Bald Eagles – Construction activities will ensure that bald eagle nest trees are not adversely affected, including their root systems through soil compaction or disturbance.

Pallid Sturgeon – To ensure protection of the pallid sturgeon, all personnel associated with the project will be informed of the potential presence of the pallid sturgeon and take actions to induce them to leave the immediate work area prior to dredging regardless of water depth or time of year. The following actions shall be implemented to help prevent any potential project related direct or indirect effects to the pallid sturgeon:

- The cutterhead shall remain completely buried in the bottom material during dredging operations.
- If pumping water through the cutterhead is necessary to dislodge material or to clean the pumps or cutterhead, etc., the pumping rate shall be reduced to the lowest rate possible until the cutterhead is at mid-depth, where the pumping rate can then be increased.
- During dredging, the pumping rates shall be reduced to the slowest speed feasible while the cutterhead is descending to the channel bottom.

SP-10 INSURANCE AND BONDS

10.1 INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS, AND RENOVATIONS

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.

10.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 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.

10.2.2 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>
Up to \$1,000,000	\$1,000,000
From \$1,000,001 to \$2,000,000	\$2,000,000
Over \$2,000,000	\$5,000,000

10.2.3 AUTOMOBILE AND WATERCRAFT LIABILITY

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

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

10.2.4 EXCESS UMBRELLA

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

10.2.5 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.

10.2.6 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.

10.3 OTHER INSURANCE PROVISIONS

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

10.3.1 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.

10.3.2 GENERAL LIABILITY COVERAGE

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

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

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

10.3.3 ALL COVERAGES

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

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

- 10.3.3.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- 10.3.3.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

10.3.4 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.

10.3.5 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
450 Laurel Street, Suite 1501
Baton Rouge, LA 70501
Attn: Project # CS-33**

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.

10.3.6 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.

10.3.7 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.

10.3.8 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.

10.4 PERFORMANCE AND PAYMENT BOND

RECORDATION OF CONTRACT AND BOND [RS 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 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.

END OF PART II -SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-1 GENERAL REQUIREMENTS

- 1.1 Scope. The Work covered by these Specifications consists of furnishing all materials, equipment and labor, for performing all required Work for the mobilization, demobilization, and sand fence installation in accordance with these Specifications and in conformity shown on the Plans or as directed by Engineer. Major tasks associated with this Work include, but may not be limited to, the following:
 - 1.1.1 The Contractor shall supply, transport, store and install approximately 27,257 linear feet of sand fencing on the dune platform to aid in the stabilization of sand and in the retention of wind-blown sand at the Project Site as specified. Date and time for delivery and sand fence installation shall be coordinated with the Owner.
 - 1.1.2 The Contractor shall remove and dispose of damaged sand fence currently on site.
- 1.2 Site Examination. Bidders are required to examine the Project Site of Work. Investigation of the Project Site may show that sand bars, mudflats, rock, logs, stumps, snags, debris and other obstructions may be encountered. No removal or disposal of these obstructions shall be made.
 - 1.2.1 The Contractor shall become familiar with the location and conditions of the Project Site. The Contractor shall be aware of shallow waters, stumps, logs, sand bars, mudflats, and any obstructions near the site. Marine maps showing the location of nearby structures, channels, sandbars, and other pertinent information may be obtained from the U.S. Coast Guard.
 - 1.2.2 The Contractor is advised to visit the Project Site and determine the best unloading and staging locations. The Contractor shall be responsible for securing all staging and unloading locations. The Contractor shall use maps and information for the Project Site area, but must always judge site conditions because of changing conditions of tides and currents. No additional compensation shall be allowed for difficult access due to adverse weather and low tides. The Contractor shall verify the types of equipment necessary for accessing the Project Site and completing the Work as specified.

TS-2 MOBILIZATION AND DEMOBILIZATION

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

shall be included at no direct pay.

TS-3 Remove and Dispose of Existing 4 x 4 Inch Posts and Fencing

- 3.1 The Contractor shall be responsible for removing all existing 4 x 4 inch posts visible above the sand line damaged by the weather induced tsunami. These include posts still standing, posts broken off, splintered and/or leaning. Existing sand fencing including wire and any wire without wood slats visible above the sand line shall also be removed. Minimal excavation will be allowed to facilitate removal of the broken posts, sand fencing and miscellaneous wire. All posts, sand fencing and wire removed from the project area by the Contractor shall be properly disposed of offsite. Prior to disposal of these materials, Contractor shall advise CPRA by written letter of the proposed disposal site to be used.

The Contractor shall be allowed to re-use existing 4 inch x 4 inch x 8 foot posts if the posts are still sound, straight and without damage after being pulled from the sand. These posts shall be set aside for inspection by CPRA or its inspector to determine if these posts are acceptable for re-use with the new sand fencing. In addition, the Contractor will be allowed to salvage the posts that are still sound and straight to his place of business in lieu of re-use or disposal offsite. The Contractor shall provide written documentation (address of business, number of posts, dates posts were salvaged) to CPRA if the salvage option is chosen.

Removal of existing fence posts, sand fencing and wire shall be in both vegetated and non-vegetated areas. Contractor shall exercise caution when working in these areas.

- 3.2 Measurement and Payment: Payment for the removal of existing sand fencing, 4 x 4 posts and wire shall be paid for at the contract lump sum price for Removal and Disposal of Damaged Fence (Ref. No. 1). All disposal fees shall be included in the lump sum price for Ref. No. 1.

TS-4 SAND FENCING

- 4.1 Description: Sand fencing shall be installed on accepted segments of dune in accordance with the Plans to aid in the stabilization of sand and in the retention of wind-blown sand within the Project Site. Section lengths and configurations may vary. Gaps, as shown on the Plans will separate the beginning and end of each fence section to facilitate movement through the fencing. Sand fencing shall be fastened to wooden fence posts at the top, middle and bottom. The wire shall be corrosion resistant and affixed with no less than three (3) tie clips around the posts. At the end of fence sections, two (2) wraps of wiring shall be used at each fence wire and at the top and bottom. Additional rows of fencing, or parts thereof, may be installed at various locations should site conditions warrant it. Tie clips or wire must be approved by the Owner or Engineer prior to construction. Three (3) wraps of the wire shall be used at all tie locations on the fence.

- 4.2 Fence Post: Fence posts shall be 4 inch x 4 inch diameter posts eight (8) feet long driven four (4) feet into the ground and placed ten (10) feet on center. The top of the posts shall be flush with the top of the installed sand fencing. The posts shall be vertically plumb and the alignment shall be in straight lines. Posts shall be new wooden post of black locust, red cedar, white cedar, pressure-treated pine certified by the American Wood Preserves Bureau (AWPB), or other wood of equal life and strength.

- 4.3 Fencing: Sand fencing shall be standard, weather resistant snow fencing. Sand fence shall be furnished in rolls of 50 feet or 100 feet. The sand fence is to be composed of the following elements:

4.3.1 Slats shall be made of No. 1 aspen or spruce measuring 3/8 inch thick, 1-1/2 inch wide by 4 feet long. The distance between slats shall be 3 inches on center (50% porosity). The slat shall be painted with a high quality red iron oxide stain.

4.3.2 Fence wire for securing slats shall be good commercial quality steel that has been hot-

dipped galvanized with a minimum gauge rating of 13. The wire shall be twisted around the slats sufficiently to penetrate the slat to hold it in place. Wire strands shall not exceed ten (10) inches and shall not be closer than four (4) inches from slat ends.

4.3.3 The tie wire that is used to tie the fence to the post shall be galvanized and shall be at least one gauge larger than the individual wires used for the fencing. Galvanized staples two (2) inches in length may be used to attach sand fence to 4 inch x 4 inch posts in lieu of tie wire.

4.3.4 Where sections of sand fence are joined, a minimum of ten (10) inches of each section shall overlap. The overlaps shall be secured using four (4) wraps of wiring at four (4) places: top, bottom, middle top and middle bottom as specified.

4.4 Fence Installation: Sand fence location and alignment shall be in conformance with the Plans unless otherwise required or approved by the Owner or Engineer in order to accommodate site conditions that exist at the time of installation. Such location and alignment changes should not reduce the Contract quantity of fencing materials. The sand fence shall be installed facing the Gulf of Mexico on the southern side of the post.

4.4.1 Equipment used for the installation of fence posts, the transportation of fencing Materials and movement of personnel shall be appropriate for the Work and approved by the Owner and Engineer. To be appropriate, Contractor's Equipment shall be of the type that shall not cause non-repairable damage to surface area of the beach and dune when properly used. All Equipment proposed for use on the beach and dune shall be acceptable to the Owner and Engineer prior to mobilization. Equipment operators shall be fully instructed with regards to avoiding damage to the beach and dune surfaces and vegetation. At the discretion of Owner and Engineer, the Contractor may be required to restore beach surface elevations changed by ± 0.5 feet or more by the Contractor during mobilization, construction or demobilization.

4.4.2 Fence installations shall be on the dune platform only. Fence installation may be in both vegetated and non-vegetated areas. In vegetated areas, ingress and egress of Equipment and personnel and the movement and placement of fence Materials shall be restricted and must be closely supervised by the Contractor. In non-vegetated areas, these factors shall be less restrictive but must be controlled; access to and from any non-vegetated area shall not be through vegetated areas. Unwarranted damage to the beach and dune environment shall be justification for the immediate removal of those responsible from the Work Area.

4.4.3 Fencing materials stored within the Work Area shall be placed in an easily accessible location that has been approved by the Owner or Engineer. Stored Materials shall be placed and maintained in a neat, orderly, and safe manner.

4.5 Measurement and Payment: Payment for this item will be made at the contract unit price per linear foot for Sand Fence (Ref. No. 2), which price and payment shall constitute compensation for furnishing all overhead, profit, labor, materials, equipment for installation, and any other cost incidental to performing all Work as specified herein. Splice overlaps mentioned shall not be measured for payment. Measurement and recordation of all constructed fence segments is included in this pay item.

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: CLARIFICATION, CHANGE ORDERS, AND ACCEPTANCE FORMS

ATTACHMENT A1

CAMERON PARISH SHORELINE RESTORATION SAND FENCE REPLACEMENT
(CS-33)

Interpretation or Clarification by Engineer
Number (____)

DATE:

SUBJECT:

SUMMARY OF MATTER BY CONTRACTOR

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

CHANGE ORDER NO. #_____

OWNER: State of Louisiana, Coastal Protection and Restoration Authority
CONTRACTOR: _____
PROJECT: Cameron Parish Shoreline Restoration Sand Fence Replacement (CS-33)
FILE NO: _____
PURCHASE ORDER NO: _____
ENGINEER: CPRA

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

Description: See Attached Summary.

Attachments (List Documents Supporting Change):

Change in Contract Price		Change in Contract Time	
Original Contract Price	\$	Original Contract Time (Calendar Days)	
Net Increase (Decrease) from Previous Change Orders	\$	Net Increase (Decrease) from Previous Change Orders (Days)	
Contract Price prior to this Change Order	\$	Contract Time prior to this Change Order (Calendar Days)	
Net Increase (Decrease) of this Change Orders	\$	Net Increase (Decrease) of this Change Order (Days)	
Contract Price with this Change Order	\$	Contract Time with this Change Order (Calendar Days)	

RECOMMENDED:

By: _____
Engineer

Date: _____

RECOMMENDED:

By: _____
CPRA Construction Manager

Date: _____

ACCEPTED:

By: _____
Contractor

Date: _____

ATTACHMENT A3

CAMERON PARISH SHORELINE RESTORATION SAND FENCE REPLACEMENT

FILE NO: _____, PURCHASE ORDER NO: _____

SUMMARY OF CHANGE ORDER NO. _____

Item No.	Description	Unit	Original Quantity	Adjusted Quantity	Unit Price	Amount Overrun	Amount Underrun
Total Amount Overrun:							\$
Total Amount Underrun:							\$
Net Increase (Decrease) of this Change Order							\$

JUSTIFICATION:

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

NOT FOR RECORDATION PURPOSES

RECOMMENDATION OF ACCEPTANCE

TO: Coastal Protection and Restoration Authority
450 Laurel Street, Suite 1501
Baton Rouge, LA 70801

From: _____

Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: _____

SITE CODE: _____ STATE ID: _____ CFMS: _____

CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

DATE OF ACCPETANCE: _____

CONTRACT DATE OF COMPLETION: _____

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

LIQUIDATED DAMAGES PER DAY AS STIPULATED IN CONTRACT \$ _____

VALUE OF PUNCH LIST \$ _____
(Attach Punch List)

Signed: _____
Designer

FOR USE OF PROJECT MANGER

Signed: _____
Project Manager

NOT FOR RECORDATION PURPOSES

APPENDIX B: GOVERNMENT PERMITS

Section 10/404 Permit No. MVN-2011-01601-WII
From the U.S. Army Corps of Engineers (USACE)



DEPARTMENT OF THE ARMY

NEW ORLEANS DISTRICT, CORPS OF ENGINEERS

P. O. BOX 60267

NEW ORLEANS, LOUISIANA 701600267

REPLY TO
ATTENTION OF:

APR 17 2012

RECEIVED

APR 19 2012

OCPR
EXECUTIVE

Operations Division
Western Evaluation Section

SUBJECT: MVN-2011-1601-WII

Louisiana Office of Coastal Protection and Restoration
Post Office Box 44027
Baton Rouge, Louisiana 70804

Gentlemen:

Enclosed is a permit dated this date, subject as above, authorizing work under the Department of the Army permit program.

You are again reminded that any work not in accordance with the approved plans is subject to removal regardless of the expense and the inconvenience that such removal may involve and regardless of the date when the discrepancy is discovered.

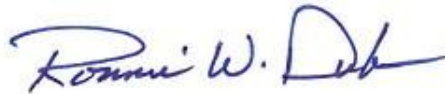
Your attention is directed to all the terms and conditions of the approval. In order to have the work approved in accordance with the issued permit, all terms and conditions of the permit and plans shown on the drawings attached thereto must be rigidly adhered to.

It is necessary that you notify the District Engineer, Attention: Western Evaluation Section, in writing, prior to commencement of work and also upon its completion. The notification must include the permittee's name, as shown on the permit, and the permit number. Please note the expiration date on the permit. Should the project not be completed by that date, you may request a permit time extension. Such requests must be received before, but no sooner than six months before, the permit expiration date and must show the work completed and the reason the project was not finished within the time period granted by the permit.

A copy of Page 1 of the permit (ENG Form 1721) must be conspicuously displayed at the project site. Also, you must keep a copy of the signed permit at the project site until the work is completed.

The New Orleans District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete and return the attached Customer Service Survey or go to the survey found on our web site at <http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,

A handwritten signature in blue ink that reads "Ronnie W. Duke". The signature is fluid and cursive, with the first name "Ronnie" being the most prominent.

Ronnie W. Duke
Chief, Western Evaluation Section

Enclosure

DEPARTMENT OF THE ARMY PERMIT

Permittee: Louisiana Office of Coastal Protection & Restoration

Permit No. MVN-2011-1601-WII

Issuing Office: New Orleans District

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

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

Project Description: Strategically place sand material borrowed from offshore sources to re-establish/create a continuous beach and dune system, in accordance with drawings attached in 15 sheets, dated, June 6, 2011.

Project Location: (Along the existing shoreline from just west of the Calcasieu Ship Channel to approximately 2.0 miles west of Holly Beach, Louisiana, in Calcasieu Parish.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **APRIL 30, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: Pages 4 - 7

Further Information:

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

- ☒ (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- ☒ (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ☐ () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

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

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

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

X William C. Seigel
(PERMITTEE)

X 4/12/2012
(DATE)

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

Ronnie W. Duke
Ronnie W. Duke
Chief, Western Evaluation Section

April 17, 2012
(DATE)

for Edward R. Fleming, District Commander

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

(TRANSFeree)

(DATE)

Special Conditions: MVN-2011-1601-WII

7. If the proposed project requires any additional work not expressly permitted herein, or impacts any wetlands other than the areas indicated on the attached drawings, the permittee must apply for an amendment to this authorization.
8. That any excavated and/or fill material placed within wetlands must be free of contaminants, to the best of the applicant's knowledge.
9. The permittee must install and maintain, at his expense, any safety lights and signals prescribed by the US Coast Guard, through regulations or otherwise, on the authorized facilities.
10. The permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
11. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
12. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredging equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the US Coast Guard so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the US Coast Guard, Sector New Orleans Command Center, 201 Hammond Highway, Metairie, Louisiana 70005, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 365-2282.
13. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. Your project involves dredging and/or placement of fill, therefore, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your proposed activities with local floodplain ordinances, regulations or permits.
14. The permittee, in order to minimize take on non-breeding Piping Plovers (*Charadrius melodus*) during implementation of the proposed project within the action area, shall execute the following terms and conditions, as stated in the US Fish and Wildlife Service Biological Opinion (04EL1000-2012-F-0262), dated 23 February 2012. These terms and conditions are non-discretionary.

Special Conditions: MVN-2011-1601-WII

Marking Project Boundaries

1. The permit applicant should carefully survey and mark the boundaries of the project footprint along the Gulf shoreline.
2. Boundary markers should be semi-permanent such that they should be maintained throughout construction activities and should persist until all construction-related activities are completed.
3. The Service's Louisiana Ecological Services Office (337/291-3108) should be notified immediately if any work or project-related actions exceed the boundary markers so that reinitiation of section 7 consultation can proceed as quickly and efficiently as possible to avoid delay in the project schedule.

Monitoring Requirements for Piping Plover Surveys

1. A survey schedule (with dates) is listed in Appendix C and the recommendation is for at least 3 survey dates per month; this schedule should be followed as closely as possible. The Service recognizes that given the potential for inclement weather conditions during the piping plover wintering season, three survey dates per month may be difficult to achieve in Louisiana. If conditions require a deviation from the recommended survey schedule, such information should be carefully documented, including an explanation why any deviation from the recommended schedule was deemed necessary.
2. Piping plover identification, especially when in non-breeding plumage, can be difficult. Qualified professionals with shorebird/habitat survey experience must conduct the required survey work. Piping plover monitors must be capable of detecting and recording locations of roosting and foraging plovers, and documenting observations in legible, complete field notes. Aptitude for monitoring includes keen powers of observation, familiarity with avian biology and behavior, experience observing birds or other wildlife for sustained periods, tolerance for adverse weather, experience in data collection and management, and patience.
3. Binoculars, a global positioning system (GPS) unit, a 10-60x spotting scope with a tripod, and the Service datasheet (Appendix C) must be used to conduct the surveys.
4. Negative (i.e., no plovers seen) and positive survey data shall be recorded and reported.
5. Piping plover locations shall be recorded with a GPS unit set to record in decimal degrees in universal transverse mercator (UTM) North American Datum 1983 (NAD83).
6. Habitat, landscape, and substrate features used by piping plovers when seen shall be recorded. Such features are outlined on the Service data sheet in Appendix C.

Special Conditions: MVN-2011-1601-WII

7. Behavior of piping plovers (e.g., foraging, roosting, preening, bathing, flying, aggression, walking) shall be documented on the Service data sheet in Appendix C.
8. Color-bands seen on piping plovers shall also be carefully documented, and should also be reported according to the information found at the following websites. Information regarding color-band observations can be found at:
http://www.fishwild.vt.edu/piping_plover/Protocols_final_draft.pdf,
http://www.waterbirds.umn.edu/Piping_Plovers/piping2.htm, and
<http://www.fws.gov/northeast/pipingplover/pdf/BahamasBandReporting2010.pdf>.

Reporting Requirements

1. Incorporate all data collected into an appropriate database.
2. Quarterly update reports should be provided to the Service by the 30th of each quarter month once construction begins. Quarterly update reports should include data sheets, maps, a copy of the database, and the progress and initial findings of piping plover surveys, as well as any problematic issues that may hinder future survey efforts.
3. If the Corps, or permit applicant, foresees any problematic issues that would require a change in the recommended survey schedule due to work conditions or project delays, the Corps or permit applicant should immediately notify the Service so that we can resolve/correct any such issues.
4. A final comprehensive report should be provided to the Service by June 30 following the final year of surveys. That final report should include an analysis of all data results from the piping plover surveys.
15. Upon locating a dead or injured piping plover that may have been harmed or destroyed as a direct or indirect result of the proposed project, the Corps and/or permit applicant shall be responsible for notifying the Service's Lafayette, Louisiana, Field Office (337/291-3100) and the LDWF's Natural Heritage Program (225/765-2821). Care shall be taken in handling an injured piping plover to ensure effective treatment or disposition and in handling dead specimens to preserve biological materials in the best possible state for later analysis.
16. The permittee will be required to monitor the re-handling area to assure that dredged material does not run into the adjacent Calcasieu River Ship Channel. Before construction base surveys, extending from water's edge to water's edge, shall be taken within the channel, along the entire limits of the re-handling area and within the jetty reach. The re-handling area must also be monitored by the permittee throughout the contract duration with additional surveys to determine whether or not material enters the limits of the Calcasieu River Ship Channel adjacent to the re-handling area or downstream within the jetty. If material does end up in the channel, the permittee shall coordinate with Ms. Tracy Falk, Calcasieu River Ship Channel and Pass Operations Manager, at (504) 862-2971, and the permittee will be required to remove and dispose of the material from the impacted area at his/her own cost.

Special Conditions: MVN-2011-1601-WII

17. The permittee and all contract personnel associated with the project should be informed of the potential presence of West Indian manatees (*Trichechus manatus*) and the need to avoid collisions with manatees, which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. All construction personnel are responsible for observing water-related activities for the presence of manatees. Temporary signs should be posted prior to and during all construction/dredging activities to remind personnel to be observant for manatees during active construction/dredging operations or within vessel movement zones (i.e., work area), and at least one sign should be placed where it is visible to the vessel operator. Siltation barriers, if used, should be made of material in which manatees could not become entangled, and should be properly secured and monitored. If a manatee is sighted within 100 yards of the active work zone, special operating conditions should be implemented, including: no operation of moving equipment within 50 feet of a manatee; all vessels should operate at no wake/idle speeds within 100 yards of the work area; and siltation barriers, if used, should be re-secured and monitored. Once the manatee has left the 100 yard buffer zone around the work area on its own accord, special operating conditions are no longer necessary, but careful observations would be resumed. Any manatee sighting should be immediately reported to the Service's Lafayette, Louisiana Field Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Additional guidance for avoiding and minimizing potential project-related effects to manatees is enclosed and labeled as **"Guidelines for Activities in Proximity to Manatees and their Habitat"**.

18. The permittee, in order to minimize disturbance to nesting gulls, terns, and/or black skimmers, shall work with the USFWS, Lafayette, Louisiana Field Office to develop a migratory bird abatement plan, if necessary. Such action will prevent bird mortality by deterring birds from nesting on the shoreline, and will allow the proposed restoration work to proceed as scheduled.

APPENDIX C

Non-breeding Piping Plover Survey Guidelines



Louisiana Piping Plover Non-Breeding Season Survey Guidelines

The purpose of these guidelines is to assess and/or monitor piping plover use of coastal restoration features related to the Cameron Parish Shoreline Restoration Project. Survey locations should include the coastal restoration features plus adjacent suitable shorebird habitat (i.e., intertidal beaches, mud flats, sand flats, algal flats, wash-over passes, and associated dunes and flats above annual high tide). Monitoring should be conducted July 15 through May 15 to follow the International Shorebird Survey (ISS) census dates listed below. The ISS schedule usually results in three surveys per month. If this is not feasible, try to do at least two surveys per month on the ISS census dates. Surveys should be conducted on ISS dates plus or minus two days. For example, a survey scheduled for the 15th could be conducted on any day between the 13th through the 17th of that month.

Spring Migration

February 25
March 5
March 25
April 5
April 15
April 25
May 5
May 15

Fall Migration

July 15
July 25
August 5
August 15
August 25
September 5
September 15
September 25
October 5

Winter

October 15
October 25
November 5
November 15
November 25
December 5
December 15
December 25
January 5
January 15
January 25
February 5
February 15

To the extent possible, surveys should be conducted when birds are foraging. The best time is at low tide, but surveys can also be conducted on a falling or rising tide provided that the foraging areas are not completely covered. During high tide, birds will be roosting. Although piping plovers often roost near foraging areas, the birds will be more difficult to locate. Avoid conducting surveys during poor weather conditions (e.g., high winds, rain).

Methods

In most cases surveys will be conducted by foot. All terrain vehicles (ATVs) may be used to expedite the transport of observers over long stretches of liner routes ("leapfrogging" teams down a beach in 0.5 to 1 mile increments), but all bird counting will be conducted while walking. **[Driving on vegetated areas shall not be permitted.]** Birds on exposed mudflats that may be inaccessible by foot should be counted from boats. Each survey crew should use their best professional judgment on the most efficient way to conduct the survey and should document in detail if any deviations to these guidelines are deemed necessary.

Observers should work in teams of two to four people, depending on the width of the beach and beach/tidal interface. Wide coastal beaches will require a greater number of observers in order to

assure that birds are not missed on the back (aft) side of the dune. Observers working on beaches that contain moderate to high dunes should climb them every 0.5 to 1 mile and look for wash-over flats and pools that may not be visible from the beach. Coastal islands will be surveyed on both the Gulf and bay sides (this may require multiple teams of observers in order to finish the surveys in a timely manner).

Piping plover locations will be recorded with global positioning system (GPS) units. GPS locations will be recorded in universal transverse mercator (UTM) map datum NAD 83 CONUS. Each survey team should carry aerial photography of the survey route so that new breaks (cuts) in the beach or island can be noted on the survey maps. Habitat data will also be collected and will include foraging substrate, portion of the beach used and side of the island on which the birds are found (see attached data sheet). These habitat criteria have been adapted from the 2006 International Winter Piping Plover Census organized by the U.S. Geological Survey. Behavioral data (e.g., foraging, roosting, preening, bathing, flying, aggression, walking) of piping plovers when seen should also be documented.

Negative data is as important as positive data. Indicate when surveys have been done and no birds were observed. Although piping plovers are the target species, any additional observations of other species would help the Fish and Wildlife Service to identify shorebird concentration areas and management needs.

Louisiana Piping Plover Survey Form

(Note: Most criteria adopted from the 2006 Wintering Piping Plover Census Form)

- A. Total # Piping Plovers Observed: _____
- B. Location Description (Name): _____
1. Parish: _____
 2. UTM location NAD 83 CONUS (center):
Northing _____ Easting _____
 3. Land Ownership:
____ Federal ____ State ____ Municipal ____ Private ____ County ____ Tribal
- C. Date of survey: _____ Time survey conducted: _____ to _____
- D. Weather Conditions:
1. Tide stage(s): ____ Low ____ Mid ____ High (____ Rising / ____ Falling)
 2. General weather: ____ Sunny ____ Partly cloudy ____ Overcast ____ Rain ____ Fog
____ Other (describe): _____
 3. Approximate temperature: _____ Celsius / Fahrenheit (circle one)
 4. Wind speed: _____ miles/hr Wind direction: _____
- E. Description of Habitat Surveyed (check as many as apply). The Code designation will be used in Section F table below:
- **Body of Water Type:**
____ I. Ocean ____ II. Protected bay, harbor, cove, lagoon ____ III. Gulf of Mexico
____ IV. Ocean Inlet ____ V. Other (describe) _____
 - **Shoreline Type:**
____ A. Mainland ____ B. Barrier Island ____ C. Spoil Island ____ D. Bar
____ E. Other Island ____ F. Washover area ____ G. Other (describe) _____
 - **Specific Description:**
____ 1. Sand beach ____ 2. Sand spit ____ 3. Sand flat ____ 4. Sand bar
____ 5. Salt flat ____ 6. Gravel shore ____ 7. Oyster reef ____ 8. Mudflat
____ 9. Vegetation (algal) mat ____ 10. Vegetated shoreline
____ 11. Other (describe) _____
 - **Location Description** (criteria for islands only):
____ i. Gulf-side of island ____ ii. Bay-side of island
____ a. Tidal interface ____ b. Fore dune ____ c. Top of dune ____ d. Aft dune

K. Additional species encountered (for flying flocks lump as peeps and estimate number).
 Species of special interest are listed below; please add any additional species.

OTHER SPECIES	TOTAL#	OTHER SPECIES	TOTAL#
Reddish Egret			
Marbled Godwit			
Red Knot			
Western Sandpiper			
Stilt Sandpiper			
Short-billed Dowitcher			
Snowy Plover			
Wilson's Plover			
Long-billed Curlew			
American Oystercatcher			

GUIDELINES FOR ACTIVITIES IN PROXIMITY TO MANATEES AND THEIR HABITAT

I. General Guidance for In-water Work Activities

- A. All personnel associated with the project should be informed of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with and injury to manatees. Such personnel instruction should also include a discussion of the civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973.
- B. All contract and/or construction personnel are responsible for observing water-related activities for the presence of manatee(s).
- C. Temporary signs should be posted prior to and during all construction/dredging activities to remind personnel to be observant for manatees during active construction/dredging operations or within vessel movement zones (i.e., work area), and at least one sign should be placed where it is visible to the vessel operator.
- D. Siltation barriers, if used, should be made of material in which manatees could not become entangled, and should be properly secured and regularly monitored. Barriers should not impede manatee movement.
- E. If a manatee is sighted within 100 yards of the active work zone, special operating conditions should be implemented, including: no operation of moving equipment within 50 feet of a manatee; all vessels should operate at no wake/idle speeds within 100 yards of the work area; and siltation barriers, if used, should be re-secured and monitored. Once the manatee has left the 100-yard buffer zone around the work area on its own accord, special operating conditions are no longer necessary, but careful observations would be resumed.
- F. Any manatee sighting should be immediately reported to the U.S. Fish and Wildlife Service's (Service) Lafayette, Louisiana, Field Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries (LDWF), Natural Heritage Program (225/765-2821).

II. Guidelines to Minimize and/or Avoid Manatee Entrapment

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

1. Aerial Survey:

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

2. Waterway Closure:

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

B. Post-construction:

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

INDEX TO SHEETS

SHEET

NO. DESCRIPTION

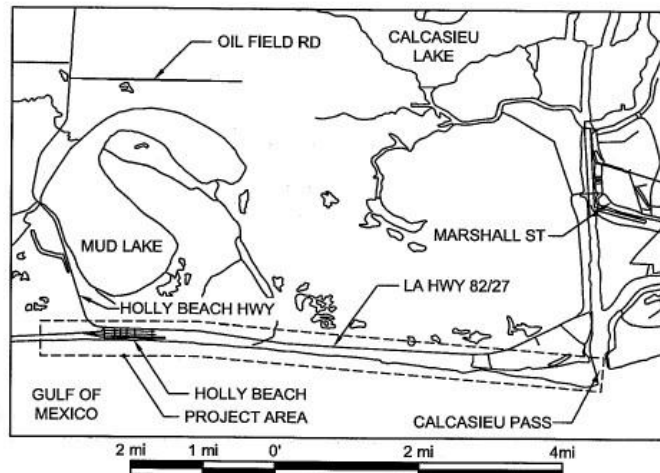
1. TITLE SHEET
2. OVERALL PROJECT LOCATION
3. OVERALL PROJECT LOCATION WITH OCS HAZARDS
4. SITE PLAN - BORROW AREA HF
5. SITE PLAN - BORROW AREA JF
6. SECTIONS - BORROW AREA HF
7. SECTIONS - BORROW AREA JF
8. SITE PLAN - CALCASIEU PASS REHANDLING
9. SITE PLAN - CALCASIEU PASS PUMP-OUT
10. SECTIONS - CALCASIEU PASS REHANDLING & PUMP-OUT
11. SITE PLAN - NOURISHMENT
12. SECTIONS - NOURISHMENT
13. SECTIONS - NOURISHMENT
14. SECTIONS - NOURISHMENT
15. SECTION - TEMPORARY ACCESS ROAD



STATE OF LOUISIANA
OFFICE OF COASTAL PROTECTION AND RESTORATION
ENGINEERING BRANCH

CAMERON PARISH
SHORELINE RESTORATION (CS-33 SF)

CAMERON PARISH, LA



PREPARED BY:



COAST & HARBOR ENGINEERING

3410 FAR WEST BLVD., SUITE 210
AUSTIN, TEXAS 78731
PH 512-342-9516
FAX 512-342-9708

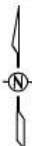
APPLICATION BY:

STATE OF LOUISIANA
OFFICE OF COASTAL PROTECTION AND RESTORATION
P.O. BOX 44027
BATON ROUGE, LA 70804-4027

OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

TITLE SHEET



LOCATION	AREA (ACRES)
BORROW SITE HF	286
BORROW SITE JF	335
REHANDLING SITE	16.7
BEACH NOURISHMENT SITE	840

**TIDAL VERTICAL DATUMS (NAVD88)
UNLESS NOTED OTHERWISE**

MEAN HIGHER HIGH WATER (MHHW)	+1.24'
MEAN SEA LEVEL (MSL)	+0.48'
MEAN LOWER LOW WATER (MLLW)	-0.74'

NOTES:

1. ALL COORDINATES ARE GIVEN IN NAD83 LOUISIANA STATE PLANE, SOUTH ZONE, U.S. FOOT OR NAD83 GEOGRAPHIC COORDINATES.
2. ALL ELEVATIONS ARE IN FEET AND REFERENCED TO NAVD88 UNLESS NOTED OTHERWISE.

PREPARED BY:

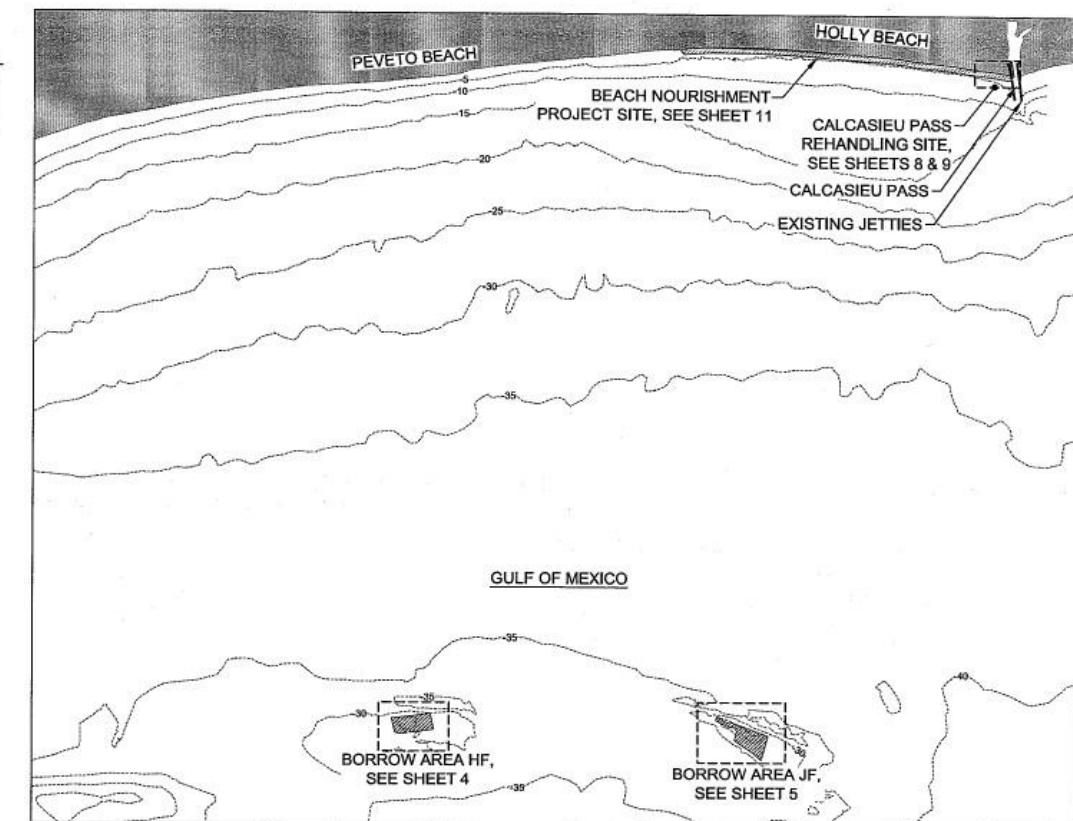


COAST & HARBOR ENGINEERING

3410 FAR WEST BLVD., SUITE 210
AUSTIN, TEXAS 78731
PH 512-342-9516
FAX 512-342-9708

APPLICATION BY:

STATE OF LOUISIANA
OFFICE OF COASTAL PROTECTION AND RESTORATION
P.O. BOX 14027
BATON ROUGE, LA 70804-4027

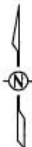


20,000' 10,000' 0' 20,000' 40,000'






OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

OVERALL PROJECT LOCATION



LEGEND

-  BORROW AREA
-  OIL PLATFORM (EST. 500FT RADIUS)
-  BOEMRE BLOCKS
-  PIPELINES
-  NAVIGATION FAIRWAYS

PREPARED BY:



COAST & HARBOR ENGINEERING
3410 FAR WEST BLVD., SUITE 210
AUSTIN, TEXAS 78731
PH 512-342-9516
FAX 512-342-9708

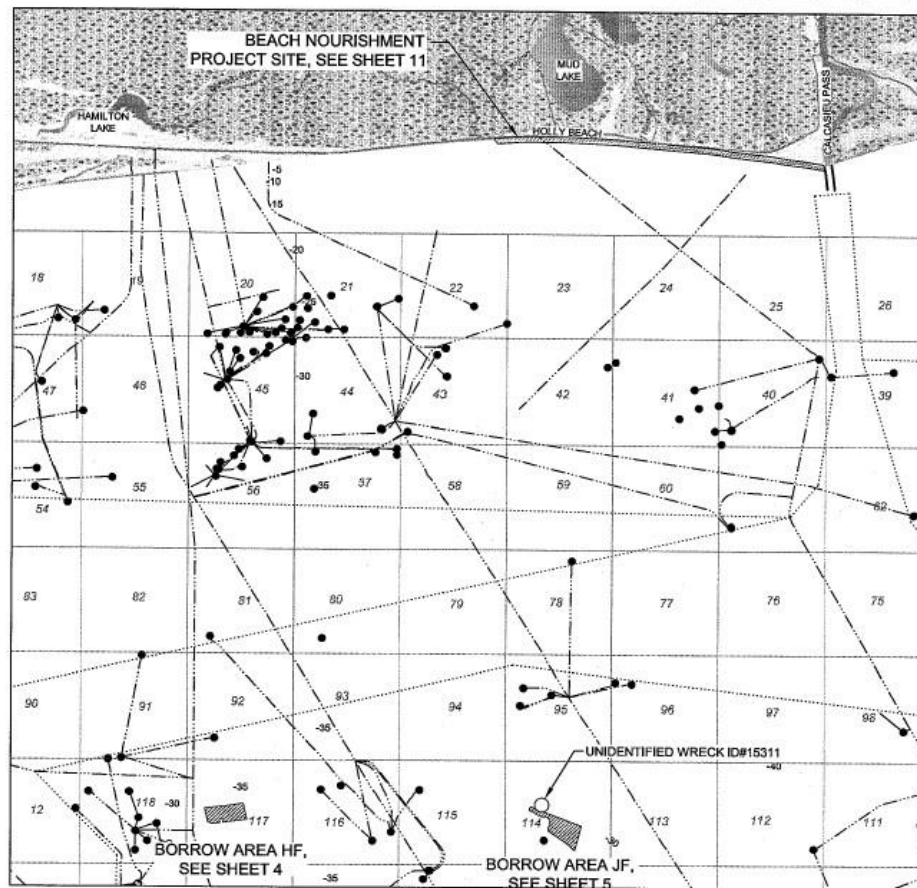
APPLICATION BY:

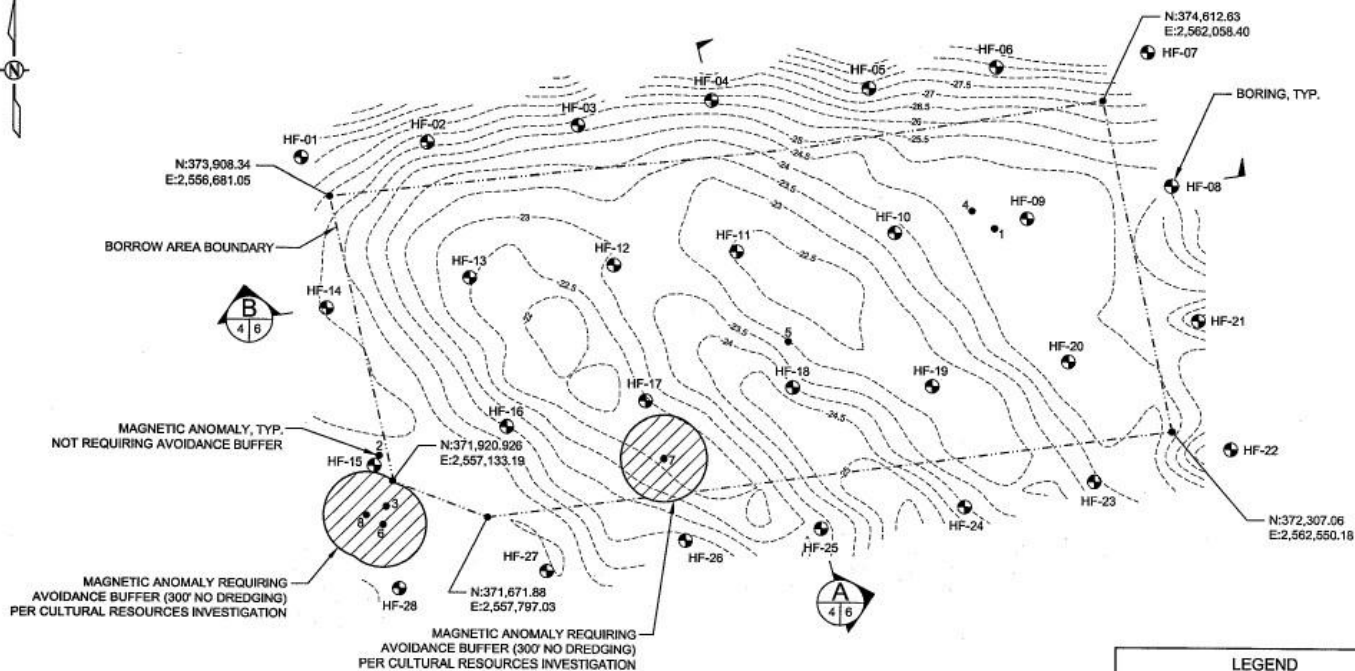
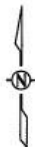
STATE OF LOUISIANA
OFFICE OF COASTAL PROTECTION AND RESTORATION
P.O. BOX 44027
BATON ROUGE, LA 70804-4027

OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

OVERALL PROJECT LOCATION
WITH OCS HAZARDS





BORROW AREA HF (286 ACRES)



LEGEND	
	MAGNETOMETER TARGETS
	AVOIDANCE (NO DREDGING) BUFFER
	BORINGS
	BATHYMETRIC CONTOURS (FT)
	BORROW SITE BOUNDARY

PREPARED BY:



COAST & HARBOR ENGINEERING

3410 FAR WEST BLVD., SUITE 210
AUSTIN, TEXAS 78731
PH 512-342-9516
FAX 512-342-9708

NOTES:

1. COORDINATES ARE GIVEN IN NAD 83, LOUISIANA STATE PLANE, SOUTHERN ZONE, U.S. FOOT.
2. BORROW AREA HF HAS AVAILABLE APPROXIMATELY 4,400,000 CUBIC YARDS OF MATERIAL. NOTE THAT THIS TOTAL VOLUME MAY NOT BE DREDGED.
3. CONTRACTOR IS NOT TO DREDGE OUTSIDE BORROW AREA LIMITS OR WITHIN THE AVOIDANCE BUFFER.
4. SEE SHEET 6 FOR SECTIONS A AND B.

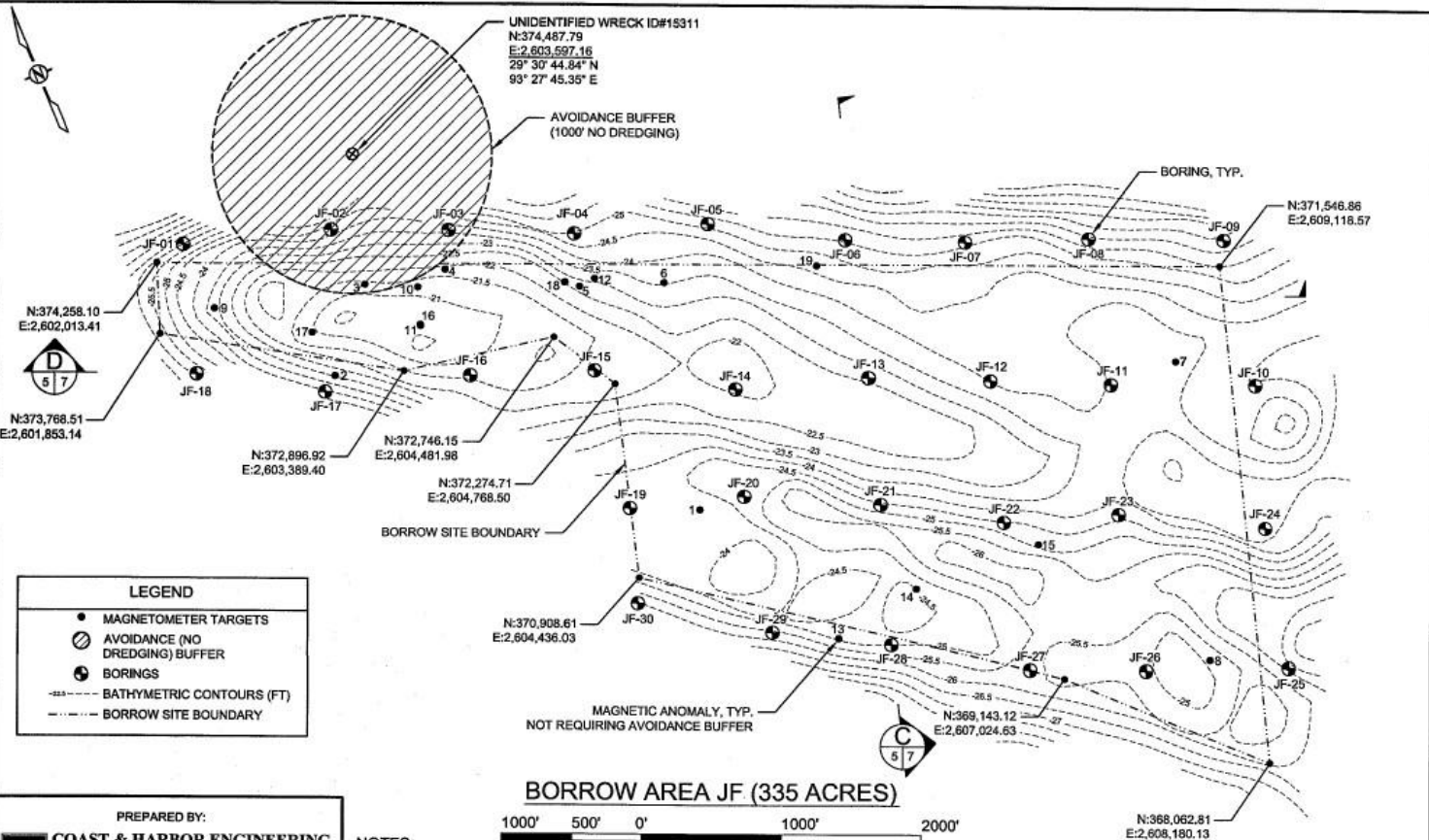
APPLICATION BY:

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450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

SITE PLAN - BORROW AREA HF



PREPARED BY:



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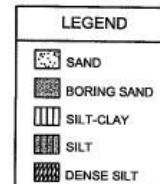
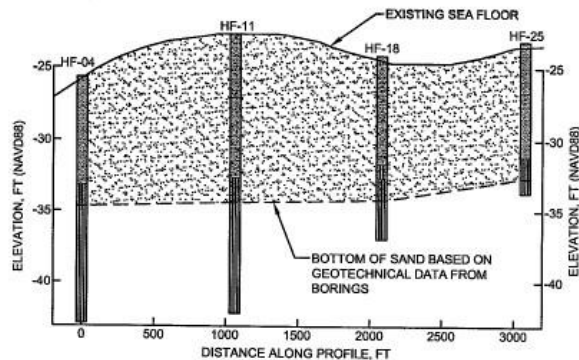
APPLICATION BY:

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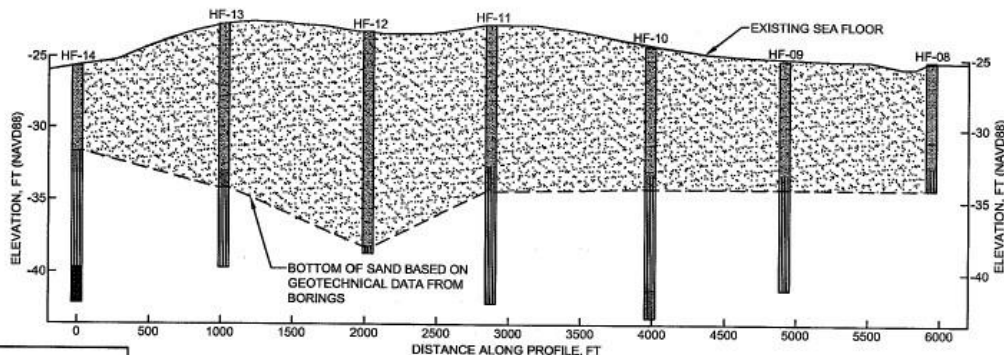
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 RESTORATION ENGINEERING DIVISION
 450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
 SHORELINE RESTORATION

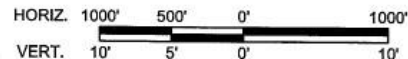
SITE PLAN - BORROW AREA JF



A SECTION
BORROW AREA HF



B SECTION
BORROW AREA HF



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APPLICATION BY:

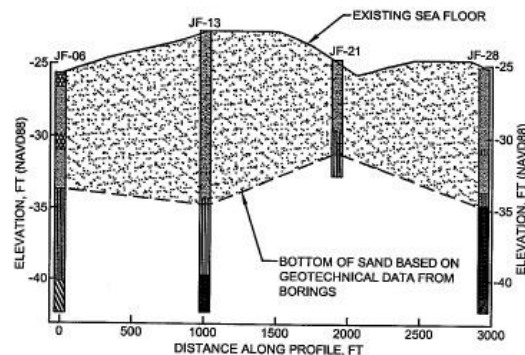
STATE OF LOUISIANA
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BATON ROUGE, LA 70804-4027

**OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION**

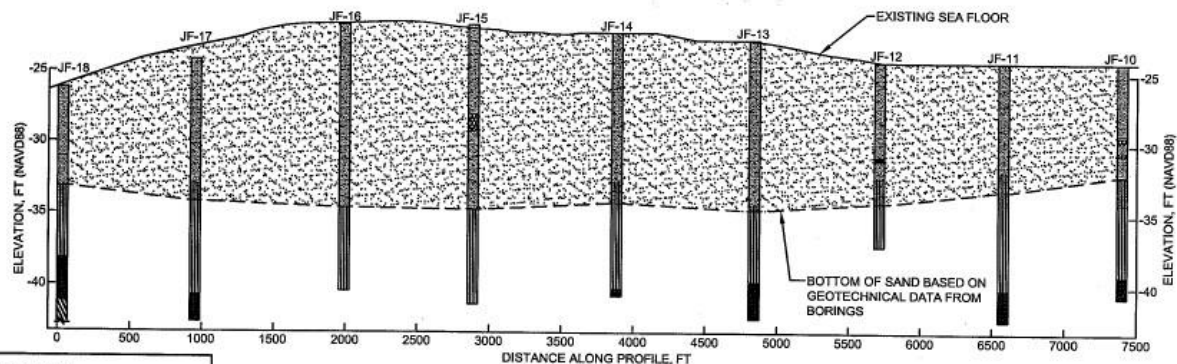
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

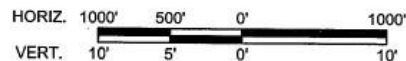
SECTIONS - BORROW AREA HF



C
SECTION
BORROW AREA JF



D
SECTION
BORROW AREA JF



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PREPARED BY:

APPLICATION BY:

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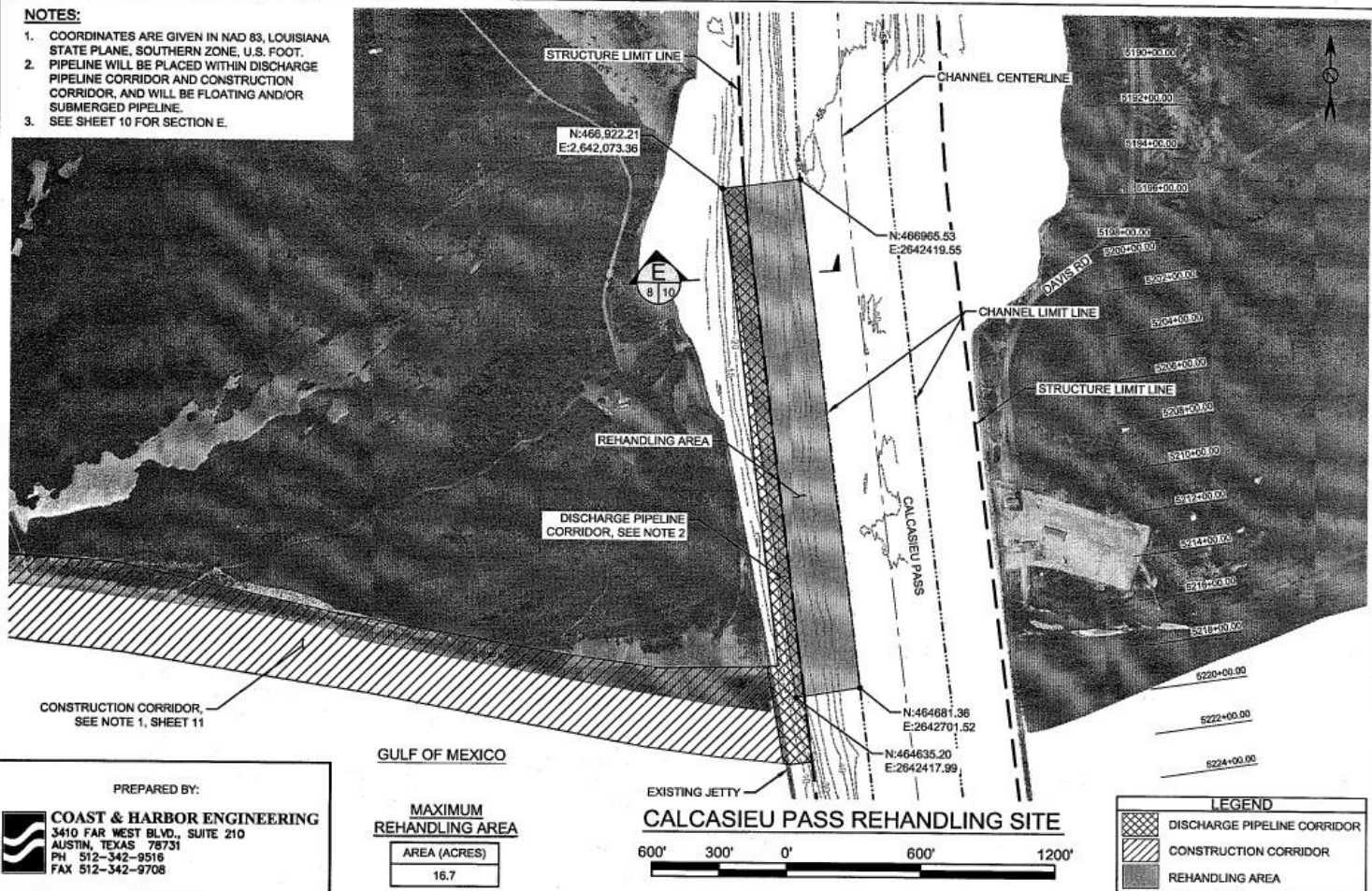
OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

SECTIONS - BORROW AREA JF

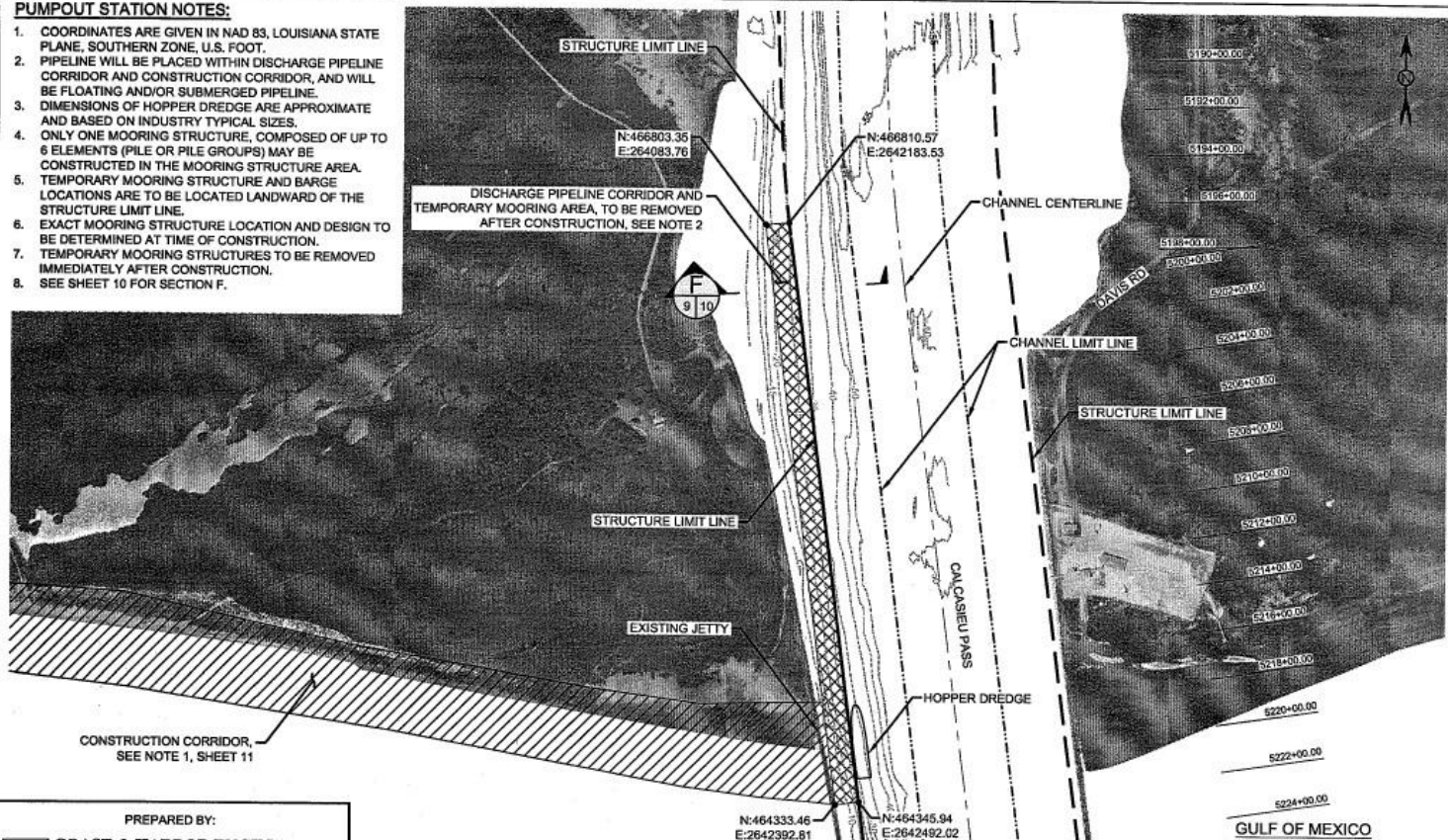
NOTES:

1. COORDINATES ARE GIVEN IN NAD 83, LOUISIANA STATE PLANE, SOUTHERN ZONE, U.S. FOOT.
2. PIPELINE WILL BE PLACED WITHIN DISCHARGE PIPELINE CORRIDOR AND CONSTRUCTION CORRIDOR, AND WILL BE FLOATING AND/OR SUBMERGED PIPELINE.
3. SEE SHEET 10 FOR SECTION E.



PUMPOUT STATION NOTES:

1. COORDINATES ARE GIVEN IN NAD 83, LOUISIANA STATE PLANE, SOUTHERN ZONE, U.S. FOOT.
2. PIPELINE WILL BE PLACED WITHIN DISCHARGE PIPELINE CORRIDOR AND CONSTRUCTION CORRIDOR, AND WILL BE FLOATING AND/OR SUBMERGED PIPELINE.
3. DIMENSIONS OF HOPPER DREDGE ARE APPROXIMATE AND BASED ON INDUSTRY TYPICAL SIZES.
4. ONLY ONE MOORING STRUCTURE, COMPOSED OF UP TO 6 ELEMENTS (PILE OR PILE GROUPS) MAY BE CONSTRUCTED IN THE MOORING STRUCTURE AREA.
5. TEMPORARY MOORING STRUCTURE AND BARGE LOCATIONS ARE TO BE LOCATED LANDWARD OF THE STRUCTURE LIMIT LINE.
6. EXACT MOORING STRUCTURE LOCATION AND DESIGN TO BE DETERMINED AT TIME OF CONSTRUCTION.
7. TEMPORARY MOORING STRUCTURES TO BE REMOVED IMMEDIATELY AFTER CONSTRUCTION.
8. SEE SHEET 10 FOR SECTION F.



PREPARED BY:



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APPLICATION BY:

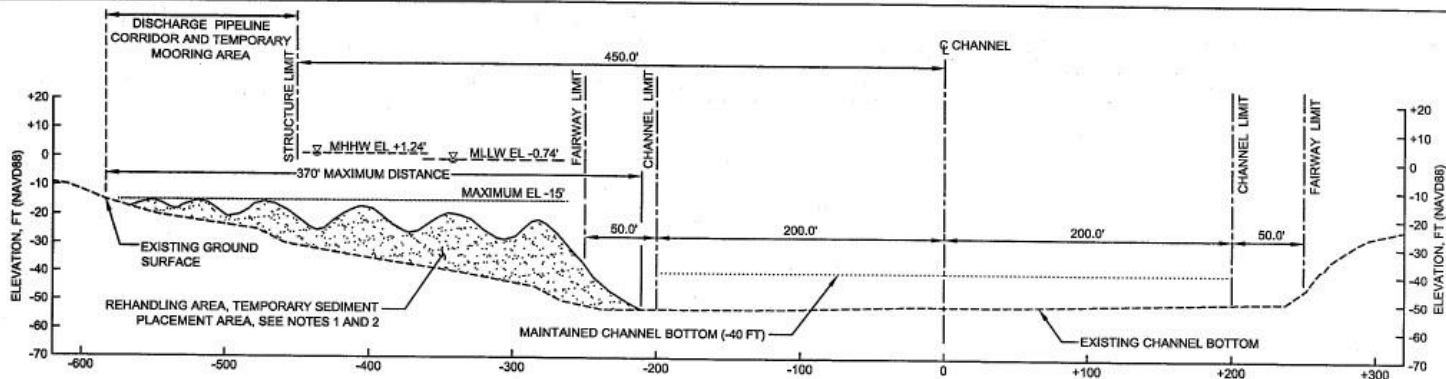
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**OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION**

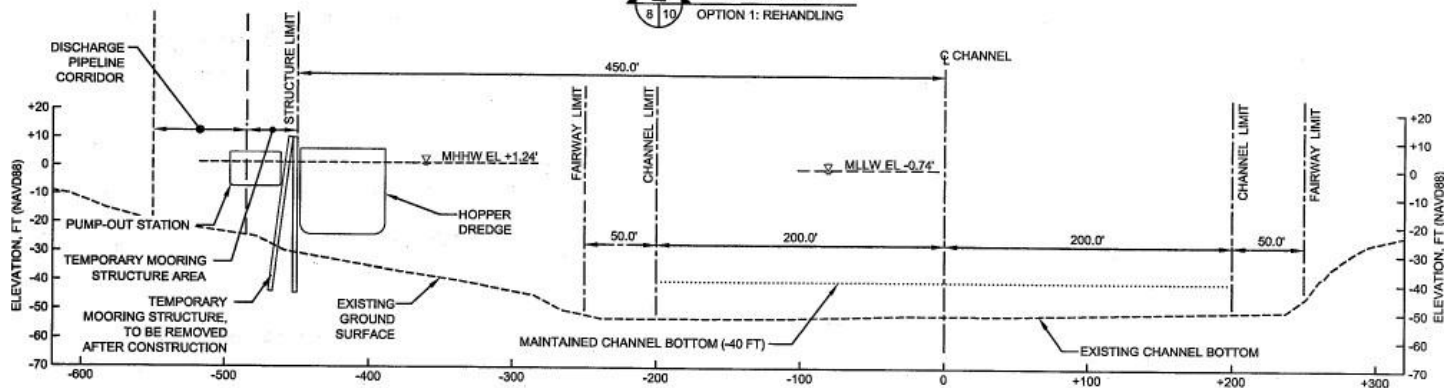
450 LAUREL STREET, FLOOR

CAMERON PARISH
SHORELINE RESTORATION

**SITE PLAN - CALCASIEU PASS
PUMP-OUT**



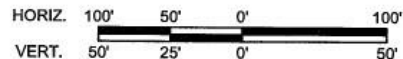
SECTION
8 10
OPTION 1: REHANDLING



SECTION
9 10
OPTION 2: PUMP-OUT

NOTES:

1. SLOPE TO ENSURE SEDIMENT DOES NOT SLOUGH INTO CHANNEL OR PAST CHANNEL LIMIT LINE.
2. ELEVATION AND SLOPES OF REHANDLING MATERIAL WILL DEPEND ON CONTRACTOR EQUIPMENT AND CONSTRUCTION METHODS.



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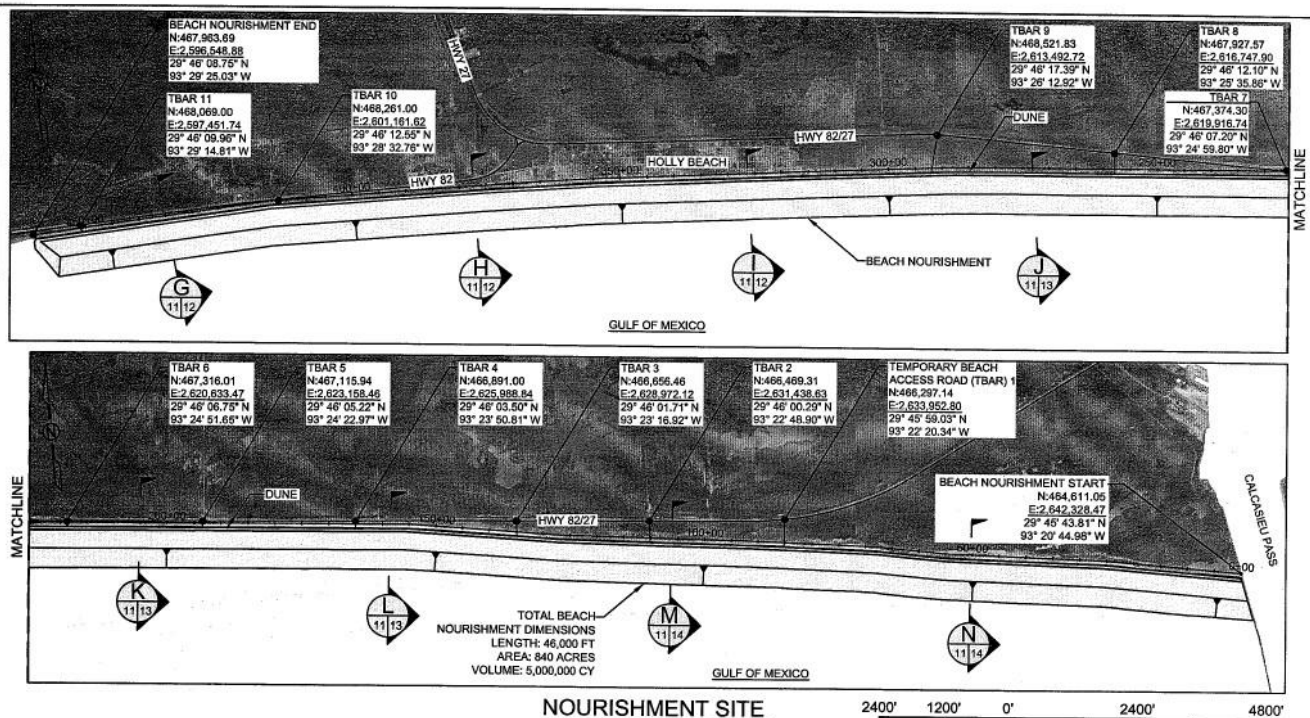
PREPARED BY:

APPLICATION BY:
STATE OF LOUISIANA
OFFICE OF COASTAL PROTECTION AND RESTORATION
P.O. BOX 44027
BATON ROUGE, LA 70804-4027

**OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION**
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

SECTIONS - CALCASIEU PASS
REHANDLING & PUMP-OUT



NOURISHMENT SITE

2400' 1200' 0' 2400' 4800'

NOTES:

1. THE CONSTRUCTION CORRIDOR SHALL BE AS FOLLOWS:
 - WITHIN BEACH FILL/DUNE RE-CONSTRUCTION AREAS.
 - LANDWARD FROM FILL TEMPLATE 10', BUT SHALL NOT EXTEND LANDWARD OF EXISTING STRUCTURES.
 - NO FURTHER SEAWARD THAN FILL TEMPLATE TOE.
 - WITHIN LDOTD, CAMERON PARISH, OR TOWN OF HOLLY BEACH RIGHT-OF-WAY.
2. OPERATION OF CONSTRUCTION EQUIPMENT, LOCATION OF STAGING AREAS, OR STOCKPILING OF MATERIALS SHALL NOT BE CONDUCTED OUTSIDE CONSTRUCTION CORRIDOR.
3. SEE SHEETS 12-14 FOR TYPICAL SECTIONS.
4. TEMPORARY BEACH ACCESS ROADS WILL UTILIZE TIMBER (OR SIMILAR) CONSTRUCTION MATTRESSES. MATTRESSES TO BE REMOVED AFTER CONSTRUCTION. ACCESS ROAD IS LIMITED TO 20 FT WIDTH.

PREPARED BY:



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APPLICATION BY:

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 OFFICE OF COASTAL PROTECTION AND RESTORATION
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 BATON ROUGE, LA 70804-4027

OFFICE OF COASTAL PROTECTION AND RESTORATION RESTORATION ENGINEERING DIVISION

450 LAUREL STREET, 12TH FLOOR
 BATON ROUGE, LOUISIANA 70801

CAMERON PARISH
 SHORELINE RESTORATION

SITE PLAN - NOURISHMENT

DRAWN BY: T. MORRISON

DESIGNED BY: J. CARTER

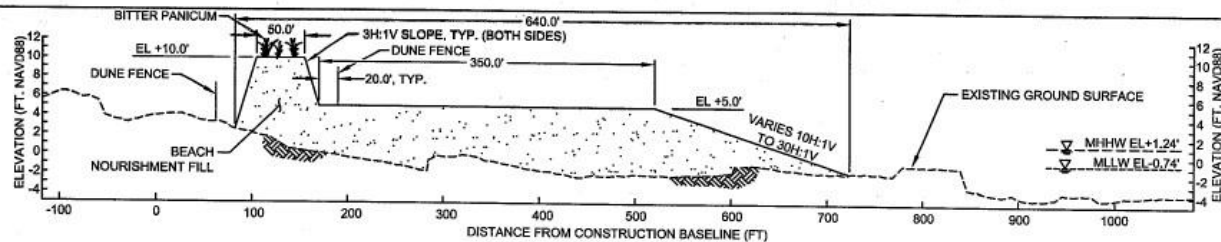
APPROVED BY: H. BERMUDEZ

STATE PROJECT NUMBER: CS-33 SF

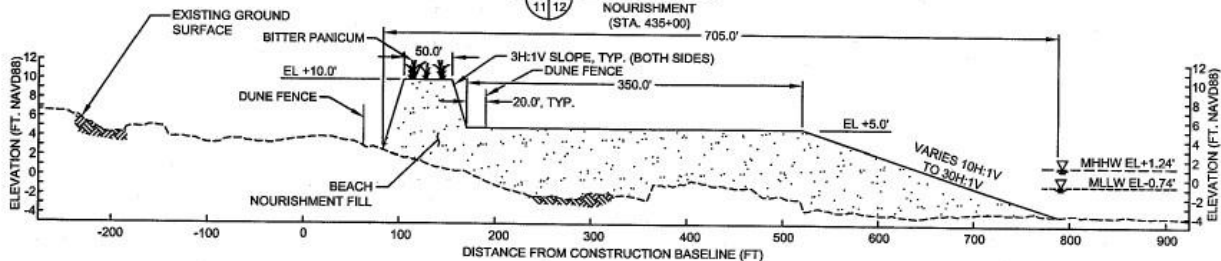
DATE: 6/7/11

FEDERAL PROJECT NUMBER:

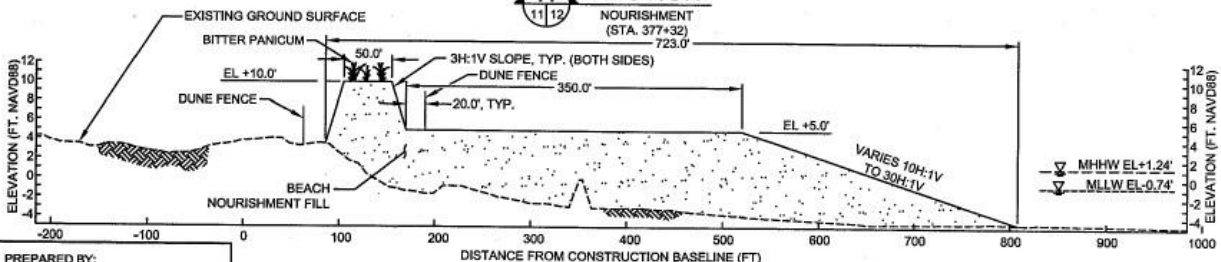
SHEET 11 OF 15



SECTION
11 12
NOURISHMENT
(STA. 435+00)



SECTION
11 12
NOURISHMENT
(STA. 377+32)



SECTION
11 12
NOURISHMENT
(STA. 326+23)

PREPARED BY:



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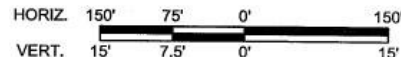
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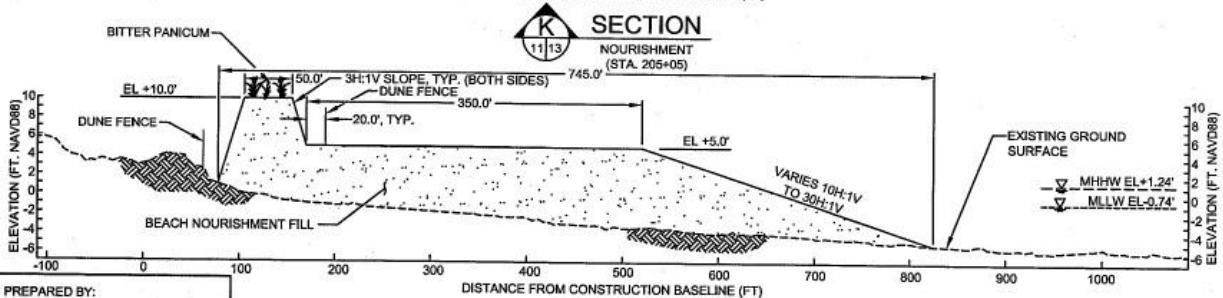
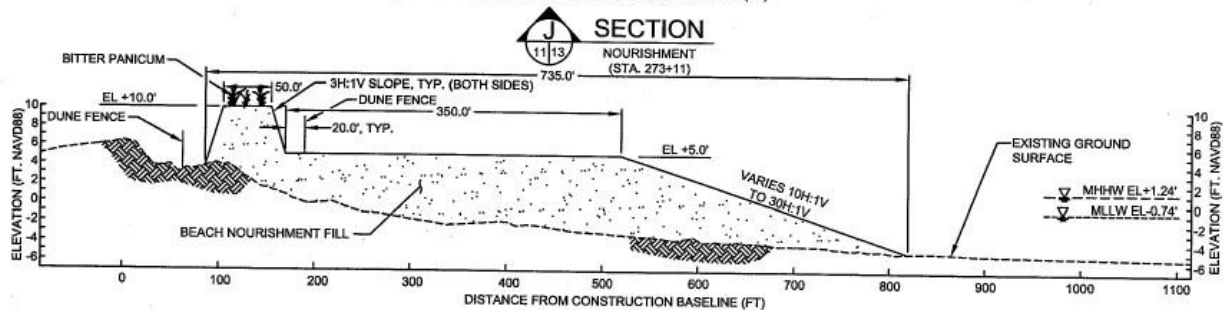
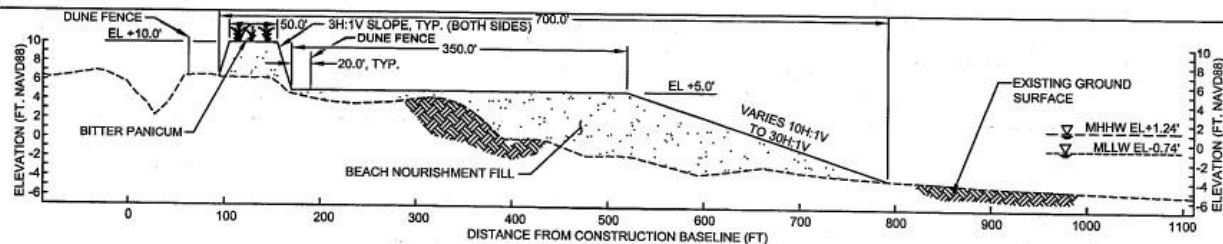
STATE OF LOUISIANA
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**OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION**

CAMERON PARISH
SHORELINE RESTORATION

SECTIONS - NOURISHMENT





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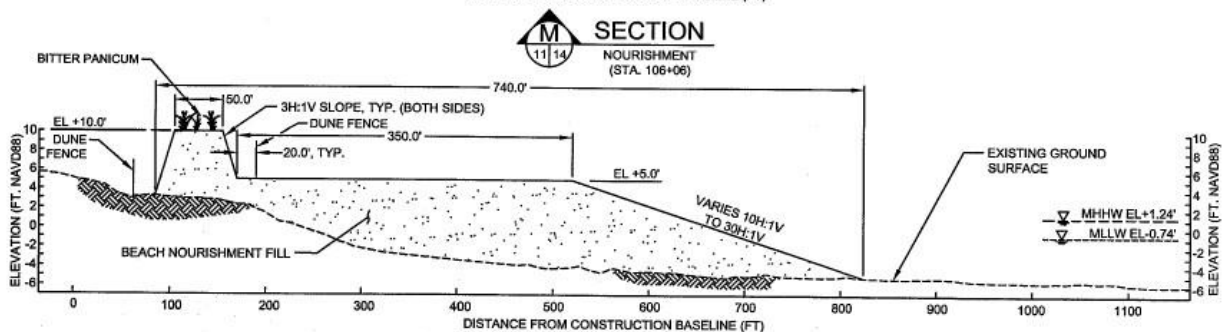
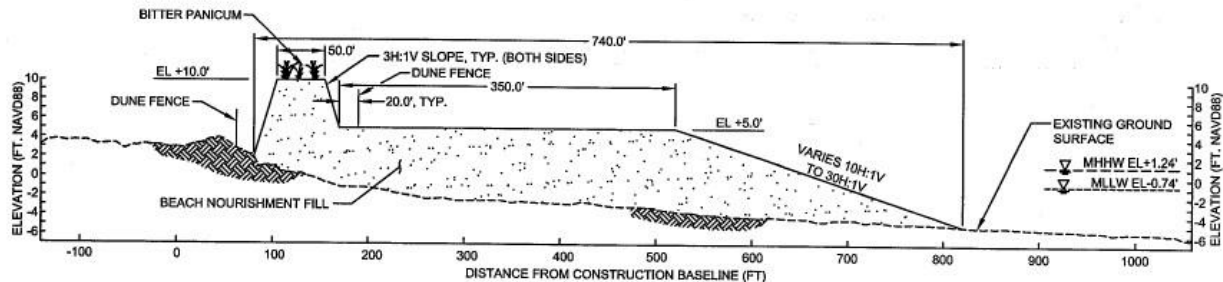
STATE OF LOUISIANA
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RESTORATION ENGINEERING DIVISION
450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

SECTIONS - NOURISHMENT

HORIZ. 150' 75' 0' 150'
VERT. 15' 7.5' 0' 15'



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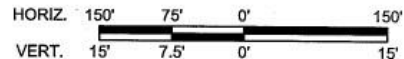
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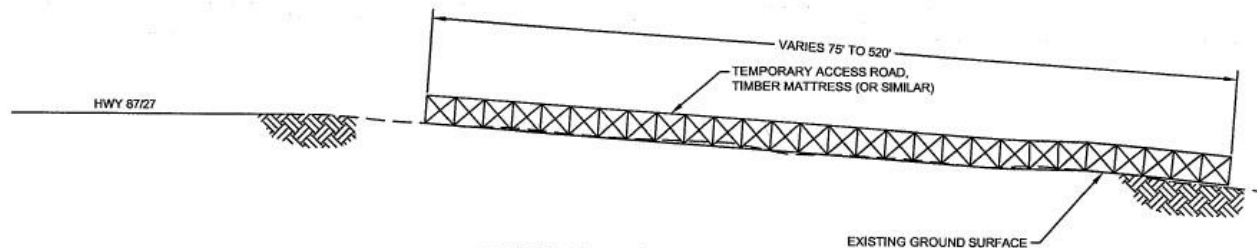
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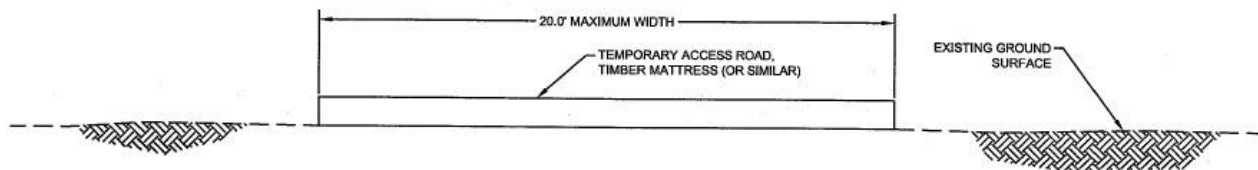
SECTIONS - NOURISHMENT





TYPICAL PROFILE

TEMPORARY ACCESS ROAD



TYPICAL SECTION

TEMPORARY ACCESS ROAD

PREPARED BY:



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APPLICATION BY:

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**OFFICE OF COASTAL PROTECTION AND RESTORATION
RESTORATION ENGINEERING DIVISION**

450 LAUREL STREET, 12TH FLOOR

CAMERON PARISH
SHORELINE RESTORATION

**SECTION - TEMPORARY
ACCESS ROAD**



Coastal Use Permit (CUP) No. P20110728 from the
Louisiana Department of Natural Resources/Coastal Management
Division (LDNR/CMD)

**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.: P20110728

C.O.E. No.: MVN-2011-01601-WII

NAME: LOUISIANA OFFICE OF COASTAL PROTECTION AND RESTORATION

P.O. BOX 44027

BATON ROUGE, LA 70804

Attn: Kristi Cantu

LOCATION: Cameron Parish, LA

This project extends from Lat 29° 45' 43.81"N, Long 93° 20' 44.98"W (just west of the Calcasieu Ship Channel and the Cameron Pass Jetties) to Lat 29° 46' 08.75"N, Long 93° 29' 25.03"W (approx. 2 miles west of Holly Beach).

DESCRIPTION: Cameron Parish Shoreline Restoration Project (OCPR Project CS-33 F). The proposed project includes the re-establishment of the eroded headland/beach through the creation of a continuous beach and dune system for approx. 8.7 miles of shoreline, or approx. 840 acres of restored beach habitat. These features shall be constructed using sand material from designated borrow sources (Borrow Areas HF and JF) approx. 20 miles offshore on the Sabine Banks in the Gulf of Mexico. Approx. 5,000,000 cu. yds. of sand will be delivered to the project site through a multi-step process: First, a hydraulic hopper dredge will remove the sand from the borrow sites and transport it to a site in Calcasieu Pass, adjacent to the beach on the western side of the pass and outside of the navigation channel. Then, two alternatives are available to the contractor to deliver the sand to the beach nourishment placement site. For Alternative 1 (the Calcasieu Pass Rehandling method), the hopper dredge will bottom dump the sand into a rehandling site (see Sheet 8 of the drawings). The sand will then be redredged via a hydraulic dredge and pumped through a temporary pipeline for beach placement in the designated fill areas. For Alternative 2, (the Calcasieu Pass Pumpout method), the hopper dredge will arrive at the pumpout station (see Sheet 9 of the drawings) and directly connect to a pipeline and pump the sand from its hopper through the temporary pipeline for beach placement in the designated fill areas. The 50-foot crowns of the dunes will be planted with bitter panicum vegetation. Temporary access roads will be matted and utilized to access the fill areas. Also, temporary mooring piles will be installed in the channel to aid in mooring. No additional dredge or fill is required.

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

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



the permittee must, in good faith, and with due diligence, reasonably progress toward completion of the project once the coastal use has been initiated.

11. The following special conditions must also be met in order for the use to meet the guidelines of the Coastal Resources Program:

- a. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.
- b. The requirement for compensatory mitigation for impacts to marsh habitat resulting from proposed project will be determined after one full growing season (March 1 to November 1) following the completion of the permitted activities. This assessment shall include both primary impacts and secondary impacts which may result from the permitted activities.

Permittee shall provide on-ground pre- and post-construction scaled photographic documentation at a scale that clearly shows the marsh areas that may be impacted by the temporary board access roads. The pre- and post-construction photos should be at the same scale. The post-construction documentation shall be acquired (photos actually taken) and submitted within 60 days of the end of the first full growing season following completion of the project. Permittee shall notify OCM of the date of completion of permitted activities within 5 working days of completion.

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

- c. All tracked/wheeled vehicles and equipment shall remain within the proposed work areas, which include the 20-foot-wide temporary beach access roads, as indicated on the plats. Neither tracked/wheeled vehicles nor equipment shall be allowed or utilized on the adjacent wetlands or cheniere ridges.
- d. The piping plover (*Charadrius melodus*) may occur within one mile of the project area. This species is federally listed as threatened with its critical habitat designated along the Louisiana coast. Piping plovers winter in Louisiana feeding at intertidal beaches, mudflats, and sand flats with sparse emergent vegetation. Primary threats to this species are destruction and degradation of winter habitat, habitat alteration through shoreline erosion, woody species encroachment of lake shorelines and riverbanks, and human disturbance of foraging birds. For more information on piping plover critical habitat, visit the U.S. Fish and Wildlife website: <http://endangered.fws.gov>.

The Louisiana Natural Heritage Program (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 the LDWF biologist at 225-765-2643.

- e. Federally listed as an endangered species, West Indian manatees (*Trichechus manatus*) frequently enter Lakes Pontchartrain and Maurepas, and associated coastal waters and streams during the summer months (i.e., June through September). Manatee occurrences in Louisiana are increasing, and they have been regularly reported in the Amite, Blind, Tchefuncte, and Tickfaw Rivers, and in canals within the adjacent coastal marshes of southeastern Louisiana. Manatees may also infrequently be observed in the Mississippi River and coastal areas of southwestern Louisiana. Threats to this species include collisions with boats and barges, entrapment in flood control structures, poaching, habitat loss, and pollution. Cold weather and outbreaks of red tide may also adversely affect these animals.



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

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

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

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

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

Any manatee sighting should 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).

- f. In the temporary placement of material at the re-handling site in Calcasieu Pass, the material shall be placed and sloped in such a manner to ensure that the material does not slough into the navigation channel or past the channel line limit.
- g. At the rehandling site in Calcasieu Pass, the spoil shall be marked in accordance with USCG regulations for marking temporary spoil mounds.
- h. The discharge pipe shall be marked in accordance with USCG regulations, if floating or submerged.
- i. No material shall be placed on the adjacent marsh.
- j. To minimize and/or avoid manatee entrapment in the PRE-CONSTRUCTION phase:
Water control structures, trash rakes, barriers and other devices that may entrap manatees (even temporarily) within a closed waterway could result in harm or death to the entrapped manatee. At least 90 days prior to installing a structure that may be a barrier or impediment to manatee movement, advanced consultation with the USFWS and the LDWF should occur. When a manatee-accessible waterway is proposed to be closed to manatees (exclusion area), aerial and ground surveys should be conducted to ensure that manatees are not entrapped in a closed system.

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

Waterway Closure: If no manatees are sighted within the exclusion area, the waterway should be closed off immediately following that survey. If manatees are sighted within the exclusion area, they should be observed to see if they move beyond the proposed barrier. If they do not move out of the waterway within 10 days, the project proponent



should consult with the USFWS and LDWF to determine if the barrier should be put in place. Manatees should not be herded, poked, prodded or harassed in any way to move them along the waterway.

- k. To minimize and/or avoid manatee entrapment in the POST-CONSTRUCTION phase:
Once the barrier has been installed, the barrier and waterway should be monitored by land once daily for a period of one week to check for the presence of manatees. If manatees are sighted within the exclusion area, the USFWS (337/291-3100) and LDWF (225/765-2821) should be contacted for further guidance.
- l. There are five species of federally listed threatened or endangered SEA TURTLES that forage in the nearshore waters, bays, and estuaries of Louisiana. The National Marine Fisheries Service (NMFS) is responsible for aquatic marine threatened or endangered species. Please contact Eric Hawk (727/824-5312) at the NMFS Regional Office in St. Petersburg, Florida, for information concerning those species in the aquatic environment. Please also contact Brigitte Firmin of the USFWS (337/291-3108).
- m. All logs, stumps and other debris encountered during dredging activities shall be removed from the site during or immediately after the activity and disposed of in accordance with all applicable laws and regulations.
- n. The applicant shall be aware of and comply with any and all applicable Louisiana State Sanitary Code regulations (LAC 51, as applicable). If the applicant intends to use onsite wastewater treatment and/or onsite potable water production/treatment facilities, the applicant shall obtain the required permits for such facilities from the DHH Parish Health Unit with jurisdiction over the locality of the proposed project prior to commencing construction.

In the event of any future discovery of evidence of non-compliance with the Louisiana Administrative Code Title 51 (Public Health-Sanitary Code) and the Title 48 (Public Health-General) regulations or any applicable public health laws or statutes which may have escaped our awareness during the course of this cursory review, please be advised that this office's preliminary determination on this project shall not be construed as absolving the applicant of responsibility, if any, with respect to compliance with the Louisiana Administrative Code Title 51 (Public Health-Sanitary Code) and the Title 48 (Public Health-General) regulations or any other applicable public health laws or statutes.
- o. All structures, including any temporary mooring structures and boards/mats for the temporary beach access roads, shall be removed immediately after construction.
- p. As-built drawings and/or plats shall have written on them the date of completion of said activities and shall be submitted to the Louisiana Department of Natural Resources, Office of Coastal Management, P.O. Box 44487, Baton Rouge, LA 70804-4487 within 30 days following project completion.
- q. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by this action.
- r. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.
- s. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.
- t. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not



include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:1.723.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.

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

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

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

I affix my signature and issue this permit this 31st day of August, 2011.

THE DEPARTMENT OF NATURAL RESOURCES

Karl L. Morgan, Acting 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

C.U.P. No.: P20110728

C.O.E. No.: MVN-2011-01601-WII



Final Plats:

1) [P20110728](#) [Final Plats](#) [06/09/2011](#)

cc: Pete Serio, COE w/attachments
Dave Butler, LDWF w/attachments
Patti Holland, USFWS w/attachments
Rick Hartman, NOAA w/attachments
Ernest Broussard, WCamPC w/attachments
Stephen Broussard, LED w/attachments
Lynn Hohensee, WCalcP w/attachments
Channing Hayden, Jr., PortLC w/attachments
Peggy Rooney, OCM w/attachments
Kaili Mills, OCM/FI w/attachments
Cameron Parish w/attachments