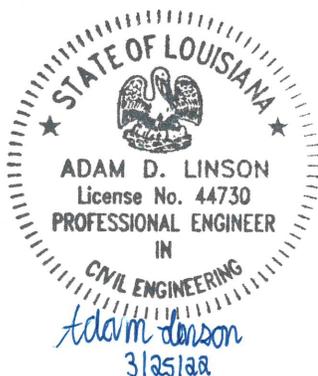


**BID DOCUMENTS  
FOR  
GRANDE CHENIERE RIDGE MARSH CREATION PROJECT  
(BA-0240)  
PLAQUEMINES PARISH, LOUISIANA**



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

**MARCH 2022**



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**ADVERTISEMENT FOR BIDS**

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4<sup>th</sup> Floor Conference Center, Baton Rouge, Louisiana 70802 until **2:00 P.M., Wednesday, June 1, 2022.**

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

FOR: **Grande Cheniere Ridge Marsh Creation Project  
Plaquemines Parish, Louisiana**

PROJECT NUMBER: **BA-0240**

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

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)  
150 Terrace Avenue, Baton Rouge, LA 70802  
Attn: Jordan DeLaune  
E-mail: [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov) Phone: (225) 342-1150 Fax: (225) 800-5599

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

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

**A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD at  
1:00 PM on May 11, 2022 via Zoom webinar at: <https://us06web.zoom.us/j/88329064711>**

Meeting audio may be accessed through your computer/device. If your computer/device does not have audio, meeting audio can be accessed via phone with the following call-in information:  
Conference Line Phone Number: 213- 270-2124; Conference code: 707334

Contact Tye Fitzgerald at (225) 342-6507 if assistance is needed for the Non-Mandatory Pre-Bid Conference.

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

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

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

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

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

STATE OF LOUISIANA, COASTAL PROTECTION AND RESTORATION AUTHORITY  
LAWRENCE B. HAASE, EXECUTIVE DIRECTOR

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Six Hundred Ninety-Five (695)** consecutive calendar days for the Base Bid, an additional **One Hundred Twenty (120)** consecutive calendar days for Alternate No. 1, and an additional **One Hundred Fifteen (115)** consecutive calendar days for Alternate No. 2, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

## LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of Five Thousand Dollars (\$5,000.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

## ARTICLE 1

### DEFINITIONS

1.1 The Bid Documents include the following:

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

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

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

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

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

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

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

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

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

## ARTICLE 2

## PRE-BID CONFERENCE

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

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

## ARTICLE 3

### BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

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

## ARTICLE 4

### BID DOCUMENTS

4.1 Copies

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

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

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

4.1.3 The Owner or Engineer in making copies

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

#### 4.2 Interpretation or Correction of Bid Documents

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

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

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

#### 4.3 Substitutions

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

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes

required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

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

#### 4.4 Addenda

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

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

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

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

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

### **ARTICLE 5**

#### **BID PROCEDURE**

## 5.1 Form and Style of Bids

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

5.1.2 The Bidder shall ensure that all applicable blanks on the Bid Form are completely and accurately filled in.

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. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

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

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212(B)(5).

5.1.9 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 fifteen (15) 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 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 not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids.

It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Coastal Protection and Restoration Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

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

Bids sent by express delivery shall be delivered to:

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

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

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

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

#### 5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the

receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, 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.

#### 5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting its bid, the bidder certifies and agrees that the following information is correct:

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

responsible for actions or inactions of Subcontractors and/or material suppliers.

## **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 a Work Plan and Progress Schedule prior to the Pre-Construction Conference in conformance with applicable sections of the General and 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 General Contractor shall be

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 In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall 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 to the Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids within 10 days after the opening of bids.

## **ARTICLE 8**

### **PERFORMANCE AND PAYMENT BOND**

#### **8.1 Bond Required**

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000.

However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Coastal Protection and Restoration Authority.

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.

## 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 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

9.2.2 In accordance with Louisiana Law, when

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** Coastal Protection and Restoration Authority **BID FOR:** Grande Cheniere Ridge  
150 Terrace Avenue Marsh Creation Project  
Suite 100 (BA-0240)  
Baton Rouge, LA 70802  
*(Owner to provide name and address of owner)* *(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Coastal Protection and Restoration Authority and dated: March 2022.  
*(Owner to provide name of entity preparing bidding documents.)*

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

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

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

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

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

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

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:  
Not Applicable Dollars (\$ Not Applicable)

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

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

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

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

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

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

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

## **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

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

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO:** Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Suite 100  
Baton Rouge, LA 70802

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

**BID FOR:** Grande Cheniere Ridge  
Marsh Creation Project  
(BA-0240)

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

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

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ MOBILIZATION AND DEMOBILIZATION (TS-100)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	1	Lump Sum		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ SURVEYS (TS-200)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	1	Lump Sum		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ SETTLEMENT PLATES (TS-270)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	15	Each		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ EARTHEN CONTAINMENT DIKES (TS-300)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	31,890	Linear Foot		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ EARTHEN RIDGE (TS-320)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
5	4,400	Linear Foot		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ EQUIPMENT ACCESS CORRIDOR DREDGING – REACH I (TS-330)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
6	1	Lump Sum		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ EQUIPMENT ACCESS CORRIDOR DREDGING – REACH II (TS-330)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
7	1	Lump Sum		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ EQUIPMENT ACCESS CORRIDOR DREDGING – REACH III (TS-330)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
8	1	Lump Sum		

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

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

**TO:** Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Suite 100  
Baton Rouge, LA 70802

**BID FOR:** Grande Cheniere Ridge  
Marsh Creation Project  
(BA-0240)

(Owner to provide name and address of owner)

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

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ HYDRAULIC DREDGING AND MARSH CREATION – MCA-1 (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
9	708,500	Cubic Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ HYDRAULIC DREDGING AND MARSH CREATION – MCA-2 (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
10	1,440,700	Cubic Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ HYDRAULIC DREDGING AND MARSH CREATION – MCA-3 (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
11	638,000	Cubic Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ ABANDONED PIPELINE REMOVAL (TS-1100)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
12	2,900	Linear Foot		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> SURVEYS – MCA-4A (TS-200)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
13	1	Lump Sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> SETTLEMENT PLATES – MCA-4A (TS-270)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
14	2	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> EARTHEN CONTAINMENT DIKES – MCA-4A (TS-300)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
15	5,080	Linear Foot		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> DEDUCT EARTHEN CONTAINMENT DIKES – MCA-3 (TS-300)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
16	-1,650	Linear Foot		

**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.**

**TO:** Coastal Protection and Restoration Authority  
 150 Terrace Avenue  
 Suite 100  
 Baton Rouge, LA 70802

**BID FOR:** Grande Cheniere Ridge  
 Marsh Creation Project  
 (BA-0240)

(Owner to provide name and address of owner)

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

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

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> HYDRAULIC DREDGING AND MARSH CREATION – MCA-4A (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
17	559,500	Cubic Yard		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> DEDUCT HYDRAULIC DREDGING AND MARSH CREATION – MCA-3 (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
18	-20,600	Cubic Yard		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> SURVEYS – MCA-4B (TS-200)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
19	1	Lump Sum		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> SETTLEMENT PLATES – MCA-4B (TS-270)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
20	2	Each		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> EARTHEN CONTAINMENT DIKES – MCA-4B (TS-300)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
21	4,700	Linear Foot		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> DEDUCT EARTHEN CONTAINMENT DIKES – MCA-4A (TS-300)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
22	-1,860	Linear Foot		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> HYDRAULIC DREDGING AND MARSH CREATION – MCA-4B (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
23	459,300	Cubic Yard		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> DEDUCT HYDRAULIC DREDGING AND MARSH CREATION – MCA-4A (TS-420)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
24	-24,800	Cubic Yard		

**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)

GRANDE CHENIERE RIDGE  
MARSH CREATION PROJECT  
**Name of Project**

BA-0240  
**Project No.**

**STATE OF** LOUISIANA

**PARISH OF** PLAQUEMINES

**ATTESTATIONS AFFIDAVIT**

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

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

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

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)         |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

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

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

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

GRANDE CHENIERE RIDGE  
MARSH CREATION PROJECT  
**Name of Project**

BA-0240  
**Project No.**

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.

**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 \_\_\_\_\_, 2021, 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. \_\_\_\_\_  
Project Name \_\_\_\_\_

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 of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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 seven (7) 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: \_\_\_\_\_  
Lawrence B. Haase, Executive Director

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

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

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

\_\_\_\_\_

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA  
PARISH OF PLAQUEMINES

PROJECT NO.: BA-0240  
NAME: GRANDE CHENIERE RIDGE MARSH  
CREATION PROJECT  
LOCATION: PLAQUEMINES PARISH, LA

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

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

**PART I.**

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

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

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

**PART II.**

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

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

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

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

---

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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NOTARY

**PART I GENERAL PROVISIONS**

GP-1 DEFINITION OF TERMS

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

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

- a. Acceptance: A written approval from the Engineer which certifies that specific items of work in the Contract have been completed and/or obligations have been fulfilled by the Contractor.
- b. Addenda: Those written or graphic documents which are issued prior to opening of Bids in accordance with the Bidding Requirements and clarify or change the bidding requirements or the proposed Contract Documents.
- c. Application of Payment: That form which is used by the Contractor to request partial and final payment and is deemed acceptable to the Owner. It shall be accompanied by any supporting documentation required by the Contract Documents.
- d. A.S.T.M.: American Society for Testing and Materials.
- e. Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- f. Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- g. Bidding Requirements: The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- h. Change Order: A written order which is submitted to the Contractor, signed by the Owner, and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.
- i. Claim: A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.
- j. Contract: The written agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to also include all Contract Documents.
- k. Contract Documents: The Contract, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any

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

- l. Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Contract.
- m. Contract Time: The number of calendar days specified in the Contract for completion of the Work, together with any extensions authorized through change orders.
- n. Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- o. Contracting Agency: The State of Louisiana, Coastal Protection and Restoration Authority (CPRA).
- p. Day: When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.
- q. Design Report: A written report by the Engineer which provides the design methodology for the Work.
- r. Effective Date of the Contract: The date indicated in the Contract on which it becomes effective.
- s. Engineer: The State of Louisiana, Coastal Protection and Restoration Authority, or its designee.
- t. Equipment: All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.
- u. Extension of Contract: Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Coastal Protection and Restoration Authority in the form of a Change Order.
- v. Federal Sponsor: The federal agency which has been tasked, if applicable, to manage the implementation of the project.
- w. Field Order: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- x. Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.

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- y. Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- z. Materials: Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.
- aa. Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- bb. Notice of Award: A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Payment and Performance Bond and Non-Collusion Affidavit.
- cc. Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- dd. Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- ee. Performance and Payment Bond: The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.
- ff. Plans: That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.
- gg. Project Site: The location where the Work is to be performed as stated in the Contract Documents.
- hh. Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- ii. Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- jj. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.
- kk. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.
- ll. Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto.
- mm. State: The State of Louisiana.

- nn. Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- oo. Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.
- pp. Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.
- qq. Successful Bidder: The lowest responsive and responsible Bidder whom the Owner makes an award.
- rr. Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.
- ss. Surety: The corporate body, licensed to do business in Louisiana, bound with and for the Contractor's primary liability, and engages to be responsible for payment of all obligations pertaining to acceptable performance of the Work contracted.
- tt. Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- uu. Work: All work specified herein or indicated on the Plans.
- vv. Work Plan: A written plan by the Contractor that details how the Work will be provided including layout drawings, projected schedule (Initial Progress Schedule), and a list of labor hours, materials, and equipment.

## GP-2 BID REQUIREMENTS

The Contract and Bonds which govern the Work shall be performed in accordance with the Plans, Specifications, and the Louisiana Standard Specifications for Roads and Bridges, 2016 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

- 2.1. Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;
- 2.2. Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;
- 2.3. Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;
- 2.4. Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;

- 2.5. Submit a written notice to the Engineer within three (3) days regarding any conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and
- 2.6. Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

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

#### GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

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

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

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

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

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

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on

projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

**GP-5 PRE-BID CONFERENCE AND SITE VISIT**

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

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

**GP-6 NOTICE OF AWARD**

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

**GP-7 NOTICE TO PROCEED AND CONTRACT TIME**

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

Unless otherwise noted in the Contract Documents, Contract Time will be on a calendar day basis. Contract Time shall consist of the number of calendar days stated in the Instructions To Bidders and the Contract beginning with the date noted in the written Notice to Proceed, including Saturdays, Sundays, holidays and non-work days.

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

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

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

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in Contract Time due to weather shall not be cause for an increase in the contract sum.

#### GP-8 WORK PLAN

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

- a. Typical report form for the Bi-Weekly Progress Meeting;
- b. Typical form for Daily Progress Report;
- c. Hurricane and Severe Storm Plan;
- d. Site-specific Health and Safety Plan;
- e. The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).
- f. The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;
- g. Shop drawings, test results, and sample submittals;
- h. Survey layout and stakeout;

- i. All supplemental items specified in the Special Provisions.

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

#### GP-9 PROGRESS SCHEDULE

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

- a. All of the elements in the Work Plan, including updates;
- b. A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;
- c. A telephone log verifying that all property owners and utilities have been contacted. This log should list the time, date, and names of the personnel representing the property owners, utilities, and Contractor;

The Progress schedule must reflect the anticipated adverse weather delays described in GP-7 on all weather dependent activities.

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

#### GP-10 DAILY PROGRESS REPORTS

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

- a. Date and signature of the author of the report;
- b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;
- c. Field notes of all surveys;

- d. Notes on all inspections;
- e. Details of Health and Safety meetings;
- f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- g. Condition of all navigation aids (i.e., warning signs, lighted marker buoys) and any repairs performed on them;
- h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- i. The amount of time lost to severe weather or personnel injury, etc;
- j. Notes regarding compliance with the Progress Schedule;
- k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

#### GP-11 HURRICANE AND SEVERE STORM PLAN

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

- a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.
- b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- c. Equipment list with details on their ability to handle adverse weather and wave conditions.
- d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- f. Method of securing equipment at the safe harbors or ports.
- g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.

- h. Methods which will be used to secure equipment left onsite during adverse weather conditions.
- i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- k. Communications protocol with local law enforcement and fire and rescue agencies.

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

#### GP-12 HEALTH AND SAFETY PLAN AND INSPECTIONS

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

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

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

#### GP-13 PROGRESS MEETINGS AND REPORTS

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

#### GP-14 PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference shall be held by the Contractor, Owner, Engineer, local stakeholders, and other appropriate personnel prior to starting construction on the date specified

in the Special Provisions. This conference shall serve to establish a mutual understanding of the Work to be performed, the elements of the Progress Schedule and Work Plan, expectations for bi-weekly progress meetings, the Plans and Specifications, processing Applications for Payment, and any other items of concern. If any subcontractors are not present, another pre-construction conference will be required.

#### GP-15 CONTRACT INTENT

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

#### GP-16 ENGINEER AND AUTHORITY OF ENGINEER

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

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

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

#### GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

#### GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

The Contract Documents may be clarified or amended by the Engineer to account for additions, deletions, and revisions to the Work after the Effective Date of the Contract. The clarifications

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

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

- a. Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or
- b. Any conflict, error, ambiguity, or discrepancy between the Bid Documents and the provision of any Law or Regulation applicable to the performance of the Bid; or
- c. Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or
- d. Instructions by a supplier.

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

#### GP-19 SUBCONTRACTS

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

#### GP-20 WORKERS, METHODS, AND EQUIPMENT

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

The on-site superintendent for the Contractor shall be competent, English-speaking, and qualified to receive orders, supervise, and coordinate all Work for the Contractor and any Subcontractors. The qualifications of the superintendent must be established and approved by the Engineer prior to commencement of the Work. The superintendent shall be furnished by

the Contractor regardless of how much Work may be sublet. In the performance of the Work under this Contract, the Contractor shall conduct operations to avoid interference with any other Contractors.

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

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

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

- a. It is at least equal in quality, durability, appearance, strength, and design characteristics;
- b. There is no increase in any cost including capital, installation, or operating to the Owner;
- c. The proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

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

#### GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

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

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

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

The Contractor shall protect all land monuments, State and United States bench marks, geodetic and geological survey monuments, and property markers from disturbance or damage until an authorized agent has witnessed or otherwise referenced their location. The Contractor shall also provide protection for all public and private property including trees, utilities, pipes, conduits, structures, etc. These items shall not be removed unless directed by the Engineer.

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

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

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

GP-24 LAND RIGHTS

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

GP-25 UTILITIES

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from known public and private utilities in order to perform the Work. The utilities include, but are not limited to telephone, telegraph, power poles or lines, water or fire hydrants,

water or gas mains and pipelines, sewers, conduits, and other accessories or appurtenances of a similar nature which are fixed or controlled by a city, public utility company or corporation.

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s). The Contractor shall also call Louisiana One Call at 811 or (800) 272-3020 a minimum of 5 working days prior to construction to locate existing utilities at the Project Site.

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

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

#### GP-26 PERMITS

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

#### GP-27 PROJECT SITE CLEAN-UP

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

#### GP-28 OWNER INSPECTION

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

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

#### GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

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

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

#### GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

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

#### GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

#### GP-32 ENVIRONMENTAL PROTECTION

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

and conditions of federal, state, and local air and water pollution control laws and programs and their rules and regulations, including the federal Clean Air Act and the federal Clean Water Act.

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

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

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

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

#### GP-33 SANITARY PROVISION

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

#### GP-34 PAYMENT OF TAXES

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

#### GP-35 RADIO AND TELEPHONES

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

#### GP-36 NAVIGATION

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

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

These rules can be found on the Internet at:  
<http://www.navcen.uscg.gov/?pageName=navRulesContent>.

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

#### GP-37 OBSTRUCTION TO NAVIGATION

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

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

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

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

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

#### GP-39 RECORD KEEPING

The Contractor shall maintain orderly records of the Progress Schedule, Daily Progress Reports, Progress Meetings, correspondence, submittals, reproductions of original Contract

Documents, Change Orders, Field Orders, certificates, additional drawings issued subsequent to the executed Contract, clarifications and interpretations of the Contract Documents by the Engineer, and other related documents at the Project Site until all of the Work is accepted by the Engineer.

#### GP-40 CERTIFICATES OF COMPLIANCE

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

#### GP-41 SUBMITTALS

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

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

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

#### GP-42 CLAIMS FOR EXTRA COST

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

calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

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

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

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

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

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

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

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

#### GP-44 EXTENSION OF CONTRACT TIME

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

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

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

##### 45.1 TERMINATION FOR CAUSE

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

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

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

##### 45.2 TERMINATION FOR CONVENIENCE

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

**GP-46 TEMPORARY SUSPENSION OF WORK**

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

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

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

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

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

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

**GP-49 BREACH OF CONTRACT**

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

to provide a proper response within ten (10) days shall result in justification of the Claim by default.

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

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

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

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

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

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

**GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT**

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

GP-53 FINAL INSPECTION AND ACCEPTANCE

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

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

The Owner will record the Notice of Acceptance with the Clerk of Court in the Parish(s) in which the Work has been performed. The recording of the Notice of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage will be withheld by the Owner. The Owner will provide the Contractor with a copy of the Certificate of Recordation.

GP-54 AS-BUILT DRAWINGS

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

GP-55 COMPLETION OF CONTRACT

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

GP-56 CONTRACTOR'S GUARANTEE

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

- a. The guarantee shall include:
  1. A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
  2. Any necessary repair or replacement of the warranted equipment during the

guarantee period at no cost to the Owner.

3. Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.
- b. The guarantee shall exclude defects or damage caused by:
1. Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
  2. Wear and tear under normal usage.
- c. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:
1. Observations by the Owner or Engineer; or
  2. Recommendations by the Engineer or payment by the Owner; or
  3. Use of the Work by the Owner; or
  4. Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or
  5. Any inspection, test, or approval by others; or
  6. Any correction to non-conforming work by the Owner.

#### GP-57 DISPUTE RESOLUTION

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

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

GP-58 PAYMENT

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

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

A Subcontractor Report (included in the appendices of the Contract Documents) should be submitted by the Contractor with each request for partial payment, to be used for informational purposes only by CPRA.

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

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

There shall be reserved from the payments provided for the Contract ten percent (10%) for contracts less than \$500,000 or five percent (5%) for contracts of \$500,000 or more, of the estimates submitted, said sum to constitute a trust fund for the protection of and payment to any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract, or the doing of said work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and shall be withheld for a minimum of forty-five (45) calendar days after final acceptance of the completed contract and filing of the Notice of Acceptance as described in GP-53.

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

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

GP-59 PAYMENTS WITHHELD

In addition to the percentage provided for in Section GP-58 of these General Provisions and in accordance with any other provision of this Contract, the Owner may withhold such amounts from any payment as may be necessary to protect himself from loss on account of:

- a) Defective work not remedied;
- b) Claims filed or reasonable evidence indicating probable filing of claims;
- c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d) Reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover damages for the anticipated delay;
- e) A reasonable doubt that the contract can be completed within the time period remaining under the contract;
- f) Damage to another contractor;
- g) Failure to submit required reports; or
- h) Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

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

#### GP-60 LIENS

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

#### GP-61 EQUAL EMPLOYMENT OPPORTUNITY

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

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

The Contractor agrees not to discriminate in its employment practices, and will render services

the Contract, without regard to their race, age, color, religion, sex, national origin, veteran status, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of the Contract.

GP-62 ANTI-KICKBACK CLAUSE

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

GP-63 SUSPENSION/DEBARMENT

Contractor certifies, by signing and submitting any bid, that their company, any subcontractors, or principals are not suspended, debarred, or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

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

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

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

GP-64 LOUISIANA FIRST HIRING ACT

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

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

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

**END OF PART I - GENERAL PROVISIONS**

## **PART II SPECIAL PROVISIONS**

### **SP-1 LOCATION OF WORK**

The Project Site is located in Plaquemines Parish, Louisiana, southwest of West Pointe a La Hache and the community of Magnolia, LA, and south of Lake Hermitage (also known as Lake Judge Perez). The Marsh Creation Areas span along portions of Jefferson Canal (south of Lake Hermitage) and along the eastern bank of Bayou Grande Cheniere and are only accessible by boat. The Mississippi River Borrow Areas, the Point Celeste Anchorage Borrow Area and Magnolia Anchorage Borrow Area, are accessible via the Mississippi River and are located near RM 49 to 52 and RM 45 and 47, respectively. Approximate coordinates for the center of the Marsh Creation Areas are 29°31'55.15" N and 89°50'36.23" W (NAD 83), the approximate center of the Point Celeste Anchorage Borrow Area is 29°35'21.10" N and 89°49'28.98" W (NAD 83), and the approximate center of the Magnolia Anchorage Borrow Area is 29°32'57.33" N and 89°46'10.12" W (NAD 83).

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

The Contractor shall provide all labor, Materials, and Equipment necessary to perform the Work. The Work shall be performed in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of the Work shall be provided in the Work Plan.

The Equipment used for the Work shall be operated within the boundaries of the Project Site and away from delineated no work zones, existing vegetated wetlands, or any other sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-construction conditions at no additional expense to the Owner.

#### **2.1 Base Bid**

The work associated with the Base Bid is listed in the Louisiana Uniform Public Works Bid Form provided with these Specifications. Additional details on these construction bid items are listed in the Technical Specifications. The following are major tasks of the Work associated with the Base Bid:

2.1.1 Mobilization and Demobilization: The Contractor shall mobilize and demobilize all personnel, Equipment, supplies, and incidentals necessary to complete the Work to the Project Site. Mobilization also includes the establishment of offices, buildings, or other facilities necessary for the Work.

2.1.2 Site Examination: The Contractor shall examine the Project Site and data included in the Appendices of these Specifications to make determinations of the character of the material to be dredged, the dredge pipeline corridor alignment, and the condition of the proposed Marsh Creation Areas and Earthen Ridge. Material such as logs, stumps, snags, tires, scrap, debris, and other obstructions may be encountered within the Project Site. If these materials are encountered, the Engineer will determine if they shall be dispersed within or removed from the Project Site. No separate payment for removal and disposal of these obstructions shall be made. No consideration shall be given to any claims for additional payments based on the failure of the

Contractor to inspect the Project Site and data provided in the Appendices of these Specifications.

- 2.1.3 Surveying: Prior to construction, a Pre-Construction Survey shall be performed on the Mississippi River Borrow Areas, Marsh Creation Areas, Earthen Containment Dikes, Earthen Containment Dike Borrow Areas, Earthen Ridge, Earthen Ridge Borrow Areas, Dredge Pipeline Corridor and associated crossings, Equipment Access Corridors and Turning Basin, Temporary Canal Crossings, and Settlement Plates. During construction, Process Surveys shall be performed for partial Acceptance and payment as per TS-200. After construction is complete, the Contractor shall perform an As-Built Survey for Acceptance of the Work.
- 2.1.4 Locating Pipelines, Utilities, and Existing Infrastructure: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, high-voltage power lines, pipelines, and other utilities on, above, or under the surface of the Project Site. The Owner shall not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this project due to encountering objects above and below the water line and existing ground.
- Existing infrastructure, where indicated on the Plans, is shown only to the extent such information was made available to, or discovered by, the Engineer during preparation of the Plans. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness is expressly disclaimed. If the Contractor fails to discover an underground installation and damages the same, the Contractor shall be responsible for the cost of the repair of the infrastructure plus the cost of environmental damage and clean up.
- 2.1.5 Navigation Aids: The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard (USCG) and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work.
- 2.1.6 Dredge Pipeline Corridor: A hydraulic dredge pipeline, which facilitates the transfer of dredge material from the Mississippi River Borrow Areas to the Marsh Creation Areas, shall be installed along the proposed Dredge Pipeline Corridor shown in the Plans. This corridor includes crossing the Mississippi River and Tributaries (MR&T) Levee, the New Orleans to Venice (NOV) Flood Protection System, Louisiana Highway 23 (LA 23), Grand Bayou, Jefferson Canal, and several existing pipelines and utilities. The Contractor shall provide any proposed modifications to the Dredge Pipeline Corridor in the Work Plan.
- 2.1.7 Equipment Access Dredging: Excavation / mechanical dredging of the Equipment Access Corridors may be necessary for mobilization to the Project Site.

- 2.1.8 Earthen Containment Dikes: The Earthen Containment Dikes (ECDs) shall be constructed from in-situ soils in order to create full perimeter containment for the Marsh Creation Areas as shown on the Plans.
- 2.1.9 Earthen Ridge: The Earthen Ridge shall be constructed from in-situ soils as shown on the Plans.
- 2.1.10 Marsh Creation Areas: Fill material shall be hydraulically dredged from the Mississippi River Borrow Area(s) and placed in the Marsh Creation Areas as shown on the Plans.
- 2.1.11 Settlement Plates: Settlement Plates shall be installed in the Marsh Creation Areas and along the Earthen Ridge as shown on the Plans.

## 2.2 Alternate Bid #1

An Alternate Bid is defined as the portion of the Work that is priced separately to be included in the Work if accepted by the Owner and included in the award of the Contract. The Work associated with the Alternate Bid #1 is listed in the Louisiana Uniform Public Works Bid Form provided with these Specifications.

The Contractor will be responsible for: (1) Coordination related to requirements among sections of Specifications as required that relate to the alternate bid item, (2) Include as part of each alternate bid item labor, Equipment, and Material necessary to complete the construction of the item, and (3) Coordination of alternate bid item Work with adjacent Work and modify and/or adjust as necessary to ensure all Work is integrated. The following are major tasks of Work associated with Alternate Bid #1:

- 2.2.1 Surveying: Additional performance and administration of Construction Surveys for a 61.7-acre expansion, MCA-4a.
- 2.2.2 Earthen Containment Dikes: Construction of Earthen Containment Dikes associated with the boundaries of the 61.7-acre expansion area, MCA-4a.
- 2.2.3 Marsh Creation Area: Additional fill material shall be hydraulically dredged from the Mississippi River Borrow Area(s) and placed in MCA-4a as shown on the Plans.
- 2.2.4 Settlement Plates: Installation of additional Settlement Plates associated with the 61.7-acre expansion, MCA-4a.

## 2.3 Alternate Bid #2

An Alternate Bid is defined as the portion of the Work that is priced separately to be included in the Work if accepted by the Owner and included in the award of the Contract. The Work associated with the Alternate Bid #2 is listed in the Louisiana Uniform Public Works Bid Form provided with these Specifications.

The Contractor will be responsible for: (1) Coordination related to requirements among sections of Specifications as required that relate to the alternate bid item, (2) Include as part of each alternate bid item labor, Equipment, and Material necessary to complete the construction of the item, and (3) Coordination of alternate bid item Work with adjacent Work and modify and/or adjust as necessary to ensure all Work is integrated. The following are major tasks of Work associated with Alternate Bid #2:

- 2.3.1 Surveying: Additional performance and administration of Construction Surveys for a 59.9-acre expansion, MCA-4b.
- 2.3.2 Earthen Containment Dikes: Construction of Earthen Containment Dikes associated with the boundaries of the 59.9-acre expansion, MCA-4b.
- 2.3.3 Marsh Creation Area: Additional fill material shall be hydraulically dredged from the Mississippi River Borrow Area(s) and placed in MCA-4b as shown on the Plans.
- 2.3.4 Settlement Plates: Installation of additional Settlement Plates associated with the 59.9-acre expansion, MCA-4b.

SP-3 CONTRACT MILESTONES

<b>Milestone</b>	<b>Date</b>
Bid Advertisement	As advertised
Mandatory Pre-Bid Conference and Non-Mandatory Site Visit (GP-5)	Provided in Advertisement for Bids.
Questions on Bid Documents (GP-5 and SP-5)	Provided in Instructions to Bidders.
Effective Date of Contract	Stated in Contract.
Start of Contract Time	Stated in Notice to Proceed.
Work Plan (GP-8 and SP-7)	Submitted fourteen (14) days prior to Pre-Construction Conference.
Pre-Construction Conference (GP-14)	Scheduled by the Engineer after the Notice to Proceed is issued.
Pre-Construction Survey (TS-200)	Submitted fourteen (14) working days prior to anticipated start of Construction.
As-Built Survey (TS-200)	Draft submitted five (5) working days prior to Final Inspection. Final submitted fourteen (14) working days after Final Inspection.
Final Inspection (GP-53)	Upon completion of the Work.
End of Contract Time	Six hundred ninety-five (695) consecutive calendar days from the Notice to Proceed (additional one hundred twenty (120) consecutive calendar days for Alternate 1; additional one hundred fifteen (115) consecutive calendar days for Alternate No. 2).

## 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-7;
  - 4.1.1.2 Progress Schedule as specified in GP-9;
- 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 the Work Plan and Progress Schedule based on comments from the Engineer;
  - 4.1.2.2 A communication plan, which specifies the Contractor chain of command, Owner, Engineer, and Resident Project Representative(s) points of contact, corresponding contact information, and procedures for routine and emergency notification.
- 4.1.3 Records of communication, including any permits, between the Contractor and private property owners, pipeline operators, government agencies, etc.;
- 4.1.4 The Contractor shall submit a Pre-Construction survey a minimum of fourteen (14) working days prior to the start of Construction. This survey shall be conducted as described in Sections TS-200 of the Technical Specifications.

### 4.2 During Construction

The Contractor shall provide the following information to the Engineer during construction upon request or as specified in these provisions:

- 4.2.1 The results of all surveys and calculations as specified in TS-200;
- 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 and monitoring reports;
- 4.2.5 Copies of all pipeline owner/operator Agreements/Letters of No Objection/Letters of Consent, and/or any other communications with pipeline Owners/Operators;
- 4.2.6 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
- 4.2.7 Results of any materials testing;
- 4.2.8 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.

4.2.9 The Contractor shall contact the Engineer a minimum of five (5) working days prior to the anticipated completion of the Work in order to schedule the Final Inspection. The Contractor shall also submit a Written Notice of the Completion of Work and a draft version of the As-Built Drawings.

4.3 Post Construction

The following documents shall be submitted to the Engineer after completion and Acceptance of the Work:

4.3.1 As-Built Drawings (as specified in GP-54 and TS-200) with revisions such as field or change orders shown in red such that revisions are easily distinguishable from the original design.

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

4.4 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.

<b>Submittal</b>	<b>Recipient</b>	<b>Date Due</b>
Questions on Bid Documents (GP-5 & SP-5)	Submit to CPRA	Provided in Instructions to Bidders
List of all Subcontractors (GP-19)	Submit to Engineer	Prior to awarding any subcontracts
Work Plan (GP-8 & SP-7)	Submit to Engineer	Fourteen (14) days prior to Pre-Construction Conference
Progress Schedule (GP-9)	Submit to Engineer	At least fourteen (14) days prior to starting construction, monthly thereafter
Daily Progress Report (GP-10)	Resident Project Representative, Engineer, CPRA Project Engineer, CPRA Project Manager, and Construction Manager (contact info to be provided at pre-construction conference)	By 12:00 PM the following day from mobilization to demobilization
USCG Notice to Mariners (SP-17)	Submit to USCG; Submit copy to Engineer	Thirty (30) days prior to mobilization of the dredge and dredge pipeline
Copy of Navigational Aids Permits (SP-18)	Submit to Engineer	Seven (7) days prior to any excavation or hydraulic

		dredging
Progress Meetings and Reports (GP-13)	Engineer and Resident Project Representative	Bi-weekly or as determined at the Pre-Construction Conference
Copies of Pipeline Agreements/LONOs/Letters of Consent	Submit to Engineer	Prior to any work within 500 feet (500') of the associated pipeline
<b>Submittal</b>	<b>Recipient</b>	<b>Date Due</b>
Pre-Construction Survey (TS-200)	Submit to Engineer	Fourteen (14) working days prior to anticipated start of Construction
Process Survey (TS-200)	Submit to Engineer	Within five (5) working days after notification that field data collection for each Process Survey is complete
As-Built Survey (TS-200)	Submit to Engineer	Draft version due five (5) working days prior to the anticipated completion of the Work. Final version due fourteen (14) working days after Final Inspection
Written Notice of Completion of Work (GP-53)	Submit to Engineer	Five (5) working days prior to the anticipated completion of the Work.

SP-5 CONTACT INFORMATION

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

Coastal Protection and Restoration Authority (CPRA)  
 150 Terrace Avenue  
 Baton Rouge, LA 70802  
 Attn: Jordan DeLaune  
 Phone: (225) 342-1150  
 Fax: (225) 342-4002  
 Email: [cpra.bidding@la.gov](mailto:cpra.bidding@la.gov)

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

<p><b>CPRA Construction Manager</b>          Barry Richard, P.E.          CERM Building, Suite 309          2045 Lakeshore Drive          New Orleans, LA 70122          Phone: 504-280-4059</p>	<p><b>CPRA Project Engineer</b>          Adam D. Linson, P.E.          150 Terrace Ave.          Baton Rouge, LA 70802          Phone: (225) 342-4485          Fax: (225) 800-5596</p>	<p><b>CPRA Project Engineer</b>          Russ Joffrion, P.E.          150 Terrace Ave.          Baton Rouge, LA 70802          Phone: (225) 342-6850          Fax: (225) 800-5596</p>
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Fax: 504-280-4066  
E-mail: [barry.richard@la.gov](mailto:barry.richard@la.gov)

E-mail: [adam.linson@la.gov](mailto:adam.linson@la.gov) E-mail: [russ.joffrion@la.gov](mailto:russ.joffrion@la.gov)

The Owner and Engineer shall submit all written Claims, Field Orders, Change Orders and all other documentation to the Contractor at the address indicated on the Bid.

## SP-6 INSURANCE AND BONDS

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

### 6.1 Minimum Scope and Limits of Insurance

#### 6.1.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation Law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime Law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

#### 6.1.2 Commercial General Liability

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

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

### 6.1.3 Automobile and Watercraft Liability

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

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

### 6.1.4 Excess Umbrella

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

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

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A Claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

### 6.1.6 Deductibles and Self-Insured Retentions

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

## 6.2 Other Insurance Provisions

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

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

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

#### 6.2.2 General Liability Coverage

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

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

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

#### 6.2.3 All Coverages

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

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

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

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

#### 6.2.4 Acceptability of Insurers

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

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

#### 6.2.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

State of Louisiana  
Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
Attn: Project # BA-0240

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

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

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

#### 6.2.6 Subcontractors

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

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

#### 6.2.7 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies,

agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### 6.2.8 Indemnification/Hold Harmless Agreement

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

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

#### 6.2.9 Performance and Payment Bond

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

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

#### SP-7 WORK PLAN SUPPLEMENTAL

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

- 7.1 Any proposed changes to the layout of the Work;
- 7.2 Schedule for all survey field work and deliverables and the field equipment,

- methodology, and software to be used for survey data collection, post-processing, and calculations of quantities;
- 7.3 Hydraulic Dredge Data Sheet in Appendix K;
  - 7.4 Equipment Data Sheet in Appendix L for all proposed equipment;
  - 7.5 Equipment protection plan for the hydraulic dredge;
  - 7.6 Proposed temporary marine access docks for Mississippi River Borrow Area(s);
  - 7.7 Location and details of any vessel-shore transfers (SP-16);
  - 7.8 Layout of equipment staging area(s) and booster pump area(s);
  - 7.9 Layout and schedule for Equipment Access Corridors or staging areas (other than what is provided) which may be approved by the Engineer on an as-needed basis;
  - 7.10 Proposed methods for marking existing infrastructure;
  - 7.11 Layout and materials for the installation of protective measures at all equipment and pipeline crossings;
  - 7.12 Schedule and plan for abandoned pipeline removal, if required;
  - 7.13 Layout and schedule for installing and removing all portions (trunk and laterals) of the dredge pipeline. This information shall include the type, diameter and length of the dredge pipeline, and plans for all dredge pipeline crossings including location and details for any permanent or temporary pipeline markers;
  - 7.14 Temporary Retaining Structure (TRS) Plan (see Appendix N for requirements);
  - 7.15 Traffic Control / Sign Placement Plan for the LA 23 Crossing;
  - 7.16 Layout and schedule for construction of the Earthen Containment Dikes;
  - 7.17 Layout and schedule for construction of the Earthen Ridge;
  - 7.18 Layout and schedule for construction of the Temporary Canal Crossing(s);
  - 7.19 Earthen Containment Dike and Earthen Ridge breach repair procedures and communications protocol;
  - 7.20 Layout and schedule for gapping of Earthen Containment Dikes;
  - 7.21 Dredge Plan for dredging the Mississippi River Borrow Area(s) (See Appendix O for template);
  - 7.22 Proposed dredge location equipment and tide correction methods;
  - 7.23 Layout and schedule for dredged material placement into the Marsh Creation Areas;

7.24 Layout and schedule for dewatering the Marsh Creation Areas, including proposed locations of the dewatering structures;

The Work Plan shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in SP-4. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the Work Plan.

SP-8 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of five thousand dollars (\$5,000) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-9 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the staging area(s) and Project Site for the Engineer, Construction Manager, and Resident Project Representative. The schedule and pickup location shall be arranged by the Owner with the Contractor prior to Mobilization.

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

The Contractor shall provide the Engineer, Construction Manager, Resident Project Representative, and other representatives from the State daily access to a boat, an airboat, and a track-mounted vehicle or equivalent, as necessary, capable of access to the entire Work area, to properly inspect the various project features during the duration of construction activities. The boat or airboat shall have the following features:

- Four (4) passenger capacity;
- Capable of maintaining 25 knots (29 mph)
- Coast Guard Certified;
- Operable marine radio;
- All safety equipment required by the Coast Guard for the size and type of that boat;

The Contractor shall supply an operator and fuel and shall maintain the boat or airboat. All mechanical malfunctions 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-10 OFFICE FOR OWNER

The Contractor shall provide an office for the Engineer and Resident Project Representative at the Project Site. This office shall be for the sole use of the Engineer or Resident Project

Representative, suitably sized, and provided with lighting, heat, air conditioning, sufficient electrical outlets for a computer workstation, and a high-speed internet connection. The office furnishings shall include a work table, stool, two chairs, and locking doors for security purposes.

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

## SP-11 LANDOWNER, PIPELINE OWNER/OPERATOR, AND UTILITY REQUIREMENTS

### 11.1 Landowner Requirements

#### 11.1.1 General

The Owner has executed temporary landowner easement, servitude, or right-of-way agreements required to perform the Work at the Project Site. Copies of these agreements with landowners (Grantors) are included in the Land Rights Memorandum in Appendix D. The Contractor shall abide by the stipulations set forth by the executed agreements.

The Contractor shall add all Grantors 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.

#### 11.1.2 Landowner Notifications

The Contractor shall notify all Grantors at least fourteen (14) working days prior to initiation of access to the said lands for the purpose of work planning, implementing, constructing, operating, modifying, monitoring and maintaining the Project Site, or as otherwise stipulated in the executed agreements. The Contractor shall abide by the stipulations set forth by the respective landowners below:

**Bradish Johnson Co. LTD**  
Attn: Camille Stachan  
1113 Saint Andrew Street  
New Orleans, LA 70130  
(504) 523-7784 (office)

**Captain Zach's Myrtle Grove  
Properties**  
Attn: Raymond J. Brandt  
3017 12<sup>th</sup> Street  
Metairie, LA 70002

(504) 481-0384 (cell)  
[cjstrachan@gmail.com](mailto:cjstrachan@gmail.com)

(504) 837-2088

**Plaquemines Parish Government**

Attn: LV Cooley  
333 F Edward Hebert Blvd.  
Belle Chasse, LA 70037  
(985) 445-3292  
lv@ppgov.net

**Shingle Point, LLC**

Attn: Mark Pivach  
Post Office Box 7125  
Belle Chasse, Louisiana 70037  
(504) 394-1870

**Lynn Perez**

Attn: Lynn Perez  
4881 Hwy 39  
Braithwaite, LA 70040  
(318) 985-3224

11.2 Pipeline Owner/Operator Requirements

11.2.1 General

Pipelines exist within the Project Site and include, but are not limited to, flow lines, pipelines, and associated pipeline facilities. Generally, “pipelines” are larger diameter, long-distance, high-pressure lines, and are subject to federal regulations. Pipelines typically range in size from 6 inches (6”) to 48 inches (48”) in diameter. “flow lines” or “production lines” are generally smaller, short-distance, or lower-pressure lines, and typically range from 2 inches (2”) to 6 inches (6”) in diameter. These lines are typically located within the coastal zone, are primarily underwater, and may contain oil, gas, water, or other substances. For clarity, both flow lines and pipelines are designated as pipelines on the Plans and in the specifications, and do not include oil and gas operations that might commence at some future date.

The Owner has sent Notice of Construction letters to all known pipeline owners/operators within the proposed Work limits. The Notice of Construction letters are included in Appendix D.

CPRA has **NOT** acquired written agreements with pipeline owners/operators to perform the Work. The Contractor will be responsible for obtaining all necessary pipeline owners/operators Agreements/Letters of No Objections (LONOs)/Letters of Consent, as required by the pipeline owners/operators, to perform the Work within the pipeline owners/operators right-of-ways. Copies of all Contractor and pipeline owners/operators Agreements/(LONOs)/Letters of Consent, shall be submitted to the Owner prior to the commencement of Work within five hundred feet (500’) of any pipeline. The Contractor shall also provide the Engineer with written correspondence for any pipeline owners/operators not requiring Agreements/(LONOs)/Letters of Consent.

The Owner has performed a two-part pipeline investigation in accordance with the American Society of Civil Engineers, CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. The initial investigation consisted of reviewing Geographic Information System

(GIS) pipeline location records meeting CI/ASCE 38-02 Quality Level D. Upon completion of this review, the Owner conducted magnetometer surveys meeting Quality Level B. Additionally, the Owner performed probings of pipeline locations identified from the magnetometer survey to evaluate pipeline horizontal and vertical positions.

To verify pipeline locations, the Contractor shall provide an independent magnetometer survey prior to construction as per TS-200. The verification of pipeline locations, horizontal and vertical positions, and vessel draft of the Contractor's equipment, is essential for project safety. The dredge pipeline shall be floated over pipelines as shown on the Plans, or as required by the pipeline owners/operators stipulations.

#### 11.2.2 Pipeline Safety

The Contractor shall safely conduct Work operations in such a manner as to adhere to current federal and state of Louisiana Administrative Code, Title 43, Part XI, pipeline safety, damage prevention, incident prevention, and emergency response practices, and not interfere with pipeline operations. The Contractor shall provide written correspondence to the Engineer for any pipeline owners/operators requiring, or not requiring, pipeline protective measures, and shall submit a pipeline emergency response plan in the Work Plan.

The Contractor shall adhere to the most current publications of "Recommended Best Practices Guide for Safe Dredging near Underwater Gas & Hazardous Liquid Pipelines", developed by the Council for Dredging and Marine Construction Safety, [www.cdmcs.org](http://www.cdmcs.org), and "Working Safely Near Underwater Pipelines", developed by the Coastal and Marine Operators Pipeline Industry Initiative (CAMO) and the Lake Pontchartrain Basin Foundation (LPBF):

<http://www.camogroup.org/wp-content/uploads/2020/04/Working-Safely-Near-Underwater-Pipelines.pdf>

#### 11.2.3 Pipeline Excavation Tolerances

No excavation, anchors, or spuds, shall be permitted within a tolerance zone of **seventy-five feet (75')** from any existing pipeline, unless specified otherwise in the Contract Documents. No dredging, excavation, anchors, or spuds, shall be permitted within a tolerance zone **of five hundred feet (500')** from any existing pipeline in the Mississippi River Borrow Areas, unless specified otherwise in the Contract Documents.

#### 11.2.4 Pipeline Location Markings

The Contractor shall investigate, locate, mark, and protect all pipelines where equipment and construction activities will be performed. Pipeline location markings as specified in TS-200 and any protective measures required in the Agreement(s)/LONO's shall be installed minimum of five (5) days prior to

commencement of Work near pipelines. Pipeline locations markings shall be maintained throughout construction.

#### 11.2.5 Pipeline Notifications

The Contractor shall contact Louisiana 811 at 1-800-272-3020 at least five (5) business days prior to any construction activities. Notification of pipeline owner(s)/operators shall be performed in accordance with the timeline(s) established in the Agreement(s)/(LONO's) specified in SP-11.2.1, but not less than 14 days, prior to commencement of Work near affected utilities.

#### 11.2.6 Known Pipeline Owners/Operators Contact Information

The following entities are known to have pipelines within the project limits and shall be notified in accordance with SP-11.2.5. If additional pipelines are identified during the Pre-Construction Survey specified in TS-200, the Contractor shall provide contact information for pipeline owner/operators to the Engineer and notify the utility owner operators in accordance with SP-11.2.5

**Phillips 66 Pipeline, LLC**

Attn: Todd Tullio  
(832) 765-1636  
[todd.t.tullio@p66.com](mailto:todd.t.tullio@p66.com)

**Gulf South Pipeline Company,  
LLC**

Attn: Gerald Roser  
(504) 415-4321 (cell)  
(504) 469-5903 (ext)  
[geraldroser@bwpipelines.com](mailto:geraldroser@bwpipelines.com)

**Shell Pipeline Co. L.P.**

Attn: David Bergeron  
Land Agent  
(225) 474-7089  
[d.bergeron@shell.com](mailto:d.bergeron@shell.com)

**Shell Pipeline Co. L.P.**

Attn: Damian Cambre  
Land and Permitting  
(225) 474-7453  
[damian.cambre@shell.com](mailto:damian.cambre@shell.com)

**High Point Gas Transmission,  
LLC**

c/o Third Coast Midstream  
Attn: Robin Asevado  
(504) 800-6686  
[RAsevado@3CMidstream.com](mailto:RAsevado@3CMidstream.com)

**Targa Resources Operating, LLC**

Attn: Keith Adams  
(225) 788-3787  
[KCAdams@targaresources.com](mailto:KCAdams@targaresources.com)

**Perdido Energy, LLC**

Attn: Jacob Sanchez  
(832) 260-6213  
[jsanchez@perdidoenergy.com](mailto:jsanchez@perdidoenergy.com)

**Venture Global Gator Express,  
LLC**

Attn: German Ortega  
(202) 793-4441 (office)  
(713) 231-6398 (cell)  
[gortega@vlgng.com](mailto:gortega@vlgng.com)

## 11.3 Utility Requirements

### 11.3.1 General

Utilities exist within the Project Site and include, but are not limited to, telecommunications, 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 Owner has sent Notice of Construction letters to the known utilities within the proposed Work limits, but has **NOT** acquired written agreements with the utilities to perform the Work. The Contractor will be responsible for obtaining all necessary utility Agreements/(LONOs)/Letters of Consent, as required by the utilities, to perform the Work within the utilities right-of-ways. Copies of all Contractor and utility Agreements/(LONOs)/Letters of Consent, shall be submitted to the Owner prior to the commencement of Work within five hundred feet (500') of any utility. The Contractor shall also provide the Engineer written correspondence for any utility not requiring Agreements/(LONOs)/Letters of Consent. The Notice of Construction letters are included in Appendix D.

Utility information shown on the Plans is a compilation of prior surveys, in accordance with the American Society of Civil Engineers, CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, meeting Quality Level C, and Geographic Information System (GIS) utility location records meeting CI/ASCE 38-02 Quality Level D.

The utility locations, horizontal and vertical positions, shown on the Plans, shall be considered approximate. To verify utility locations the Contractor shall provide an independent survey prior to construction as per TS-200. The verification of utility locations, horizontal and vertical positions, will be essential for project safety.

### 11.3.2 Utility Safety

The Contractor shall safely conduct Work operations in such a manner as to utilize current federal and state utility safety, damage prevention, incident prevention, and emergency response practices, and not interfere with utility operations. The Contractor shall provide written correspondence to the Engineer for any utility provider requiring, or not requiring, utility protective measures, and shall submit a utility emergency response plan in the Work Plan.

The Contractor shall adhere to the most current publication of:

- ATMOS Energy, "Damage Prevention Awareness Brochure 2021", <https://www.atmosenergy.com/safety/call-811-excavating>;
- Current Entergy Contractor Safety requirements <https://www.energy.com/safety/contractor/>, and;

- “Best Practices, The Definitive Guide for Underground Safety and Damage Prevention”, developed by the Common Ground Alliance for Work near underground utilities and facilities, <https://commongroundalliance.com/Publications-Media/Best-Practices-Guide>

### 11.3.3 Utility Excavation Tolerance Zones

No excavation shall be permitted within a tolerance zone of **twenty-five feet (25’)** of any existing utility, unless specified otherwise in the Contract Documents, or permitted by the utility provider in writing. No dredging, excavation, anchors, or spuds, shall be permitted **within five hundred feet (500’)** of any existing utility in the Mississippi River Borrow Areas, unless specified otherwise in the Contract Documents, or permitted by the utility provider in writing.

### 11.3.4 Utility Location Markings

The Contractor shall investigate, locate, mark, and protect all existing utilities, facilities, structures, and services on, above, or below the surface of the area where equipment and construction activities will be performed. All utility locations shall be marked as specified in TS-200 and any protective measures required in the Agreement(s)/LONO’s installed minimum of five (5) days prior to commencement of Work near utilities.

### 11.3.5 Utility Notifications

The Contractor shall contact Louisiana 811 at 1-800-272-3020 at least **five (5)** business days prior to any construction activities. Notification of utility owner(s)/operators shall be performed in accordance with the timeline(s) established in the Agreement(s)/(LONO’s) specified in SP-11.3.1, but not less than fourteen (14) days, prior to commencement of Work near affected utilities.

### 11.3.6 Utility Contact Information

The following entities are known to have utilities within the project limits and shall be notified in accordance with SP-11.3.5. If additional utilities are identified during the Pre-Construction Survey as specified in TS-200, the Contractor shall provide contact information for utilities owner/operators to the Engineer and notify the utility owner operators in accordance with SP-11.3.5.

#### **Atmos Energy Corporation**

Attn: Brian P. Blum  
 (504) 214-6356 (cell)  
 (504) 362-5258 (office)  
[brian.blum@atmosenergy.com](mailto:brian.blum@atmosenergy.com)  
 Emergency Phone: 1-800-322-8667

#### **Entergy Louisiana LLC**

Attn: Alex Padilla  
 (504) 402-0553 (office)  
[apadill@entergy.com](mailto:apadill@entergy.com)  
 Emergency Phone: 1-800-968-8243

**Plaquemines Parish Government**

**(PPG) (Waterline)**

Attn: John Helmers

(504) 351-3556 (cell)

(504) 934-6297 (office)

[jhelmers@ppgov.net](mailto:jhelmers@ppgov.net)

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

All oyster leases within the project area have been acquired and extinguished.

**SP-13 THREATENED AND ENDANGERED SPECIES**

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

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). We recommend the following to minimize potential impacts to manatees in areas of their potential presence:

- All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).
- If a manatee(s) is sighted in or near the project area, all vessels associated with the project should operate at “no wake/idle” speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels should follow routes of deep water whenever possible.
- If used, siltation or turbidity barriers should be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.
- Temporary signs concerning manatees should be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities should display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8½ " X 11" reading language similar to the following: “CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT”. A second temporary sign measuring 8½ " X 11" should be posted at a location prominently visible to all personnel engaged in water-related activities and should read language similar to the following: “CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN

IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION”.

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

#### SP-14 NOTIFICATION OF DISCOVERY OF HISTORICAL OR CULTURAL SITES

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

#### SP-15 NAVIGATION

The Contractor shall assure that the Work does not impede or interfere with navigation on the Mississippi River and shall maintain daily ongoing coordination with the Marine Navigation Safety Association (MNSA), River Pilots Association, and the United States Coast Guard. Navigable waterways shall not be impaired except as allowed by applicable laws or regulations. Dredging of access channels shall not be permitted unless otherwise specified in the Contract Documents. It is the responsibility of the Contractor to select equipment that can navigate from a maintained navigation channel to the Project Site without deepening or widening existing water bottoms unless otherwise specified in the Contract Documents. All equipment shall remain floating at all times during transit to the Project Site. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the water bottom depths in the vicinity of the Project Site.

#### SP-16 VESSEL-SHORE TRANSFERS

For shore-to-vessel and vessel-to-shore transfers of personnel and supplies, the Contractor may utilize any commercial, public, or private facility for shallow draft vessels. It is the responsibility of the Contractor to obtain the required permission from the facility owner and to pay any costs associated with the use of the sites. The Contractor shall be responsible for any damages caused by the use of any site for landing and transfers, and shall maintain navigation through all navigation channels and boat ramps. The Contractor shall use any landing site, transfer area, or staging area at their own risk. For informational purposes, the Contractor will be required to inform the Engineer of the site that the Contractor will be using for vessel-shore transfers. Temporary docks and landing facilities may be used. Details on these features should be included in the Work Plan for review by the Engineer.

#### SP-17 NOTICE TO MARINERS

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

#### SP-18 AIDS TO NAVIGATION

The Contractor shall contact the Eighth Coastal Region District of the USCG and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work no later than ninety (90) days prior to installation of any fixed structures in navigable waters and/or prior to installation of any floating private aids to navigation. The types of aids to navigation may include warning signs, buoys, beacons, or lights. The USCG typically requires that aids to navigation be installed along dredge pipelines, temporary spoil banks, and access channels. The Contractor shall also submit a permit application and obtain a permit from the USCG prior to installation or removal of any aids to navigation. The permit application shall include the type, position, color, and dates for installation or removal of all aids to navigation. New aids to navigation shall not be installed in a manner which conflicts with existing aids to navigation. The Contractor shall not otherwise remove, modify, obstruct, willfully damage, make fast to or interfere with any existing aids to navigation. The Contractor shall provide a copy of the permit and permit application to the Engineer at least seven (7) days prior to performing any excavation or hydraulic dredging.

#### SP-19 ADJUSTMENT OF QUANTITIES

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

#### SP-20 FINAL CLEAN-UP

Final clean-up shall include the removal of the Contractor's plant, all equipment, and materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash, and garbage from the Project Site prior to Acceptance. Unless otherwise approved in writing by the Engineer, the Contractor is not permitted to abandon pipelines, cables, pipeline supports, pontoons, or other equipment or materials in the disposal area, pipeline access areas, water areas, underwater in the Mississippi River, or in any harbors, canals, passes, or inlets, or other areas adjacent to the Work site. Any stakes or other markers placed by the Contractor shall be removed as a part of the final clean-up. All stakes placed as part of the Work shall be completely removed and not be left buried in the fill. Upon completion of the final clean-up (i.e., removal of all stakes, debris, and equipment), the Work area shall be redressed to eliminate any undrained pockets, ridges, and depressions in the hydraulic fill surfaces prior to Acceptance; the contractor shall use a dragged pipe for this task.

#### SP-21 AERIAL PHOTOGRAPHY

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

The Contractor shall provide notice to the Engineer and name/contact information for aerial photography subcontractor a minimum of one (1) week prior to execution of aerial photography.

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

#### SP-22 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN STATE PROCUREMENT

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

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

#### SP-23 COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change to the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a et seq). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all

provisions of this Contract.

#### SP-24 PROTECTION OF WORK

The Work Areas may be subject to water inundation during construction. It will be the responsibility of the Contractor to protect his/her Work and Equipment from damages due to inflows, rises in the Mississippi River or other surrounding bodies of water, and ground water. The Owner shall not be held liable or responsible for delays or damages to the Contractor's Work or Equipment resulting from inflows of surface or ground water or other conditions.

The Project Site is within close proximity to residential property, camps, recreational areas, and areas of public congregation, the Contractor shall protect the job site from public access at all times.

#### SP-25 WORK BY OTHERS

The Contractor will afford other contractors performing work within or adjacent to the Project Site independent of this contract reasonable opportunity for the mobilization, delivery, and storage of Materials and Equipment, and the execution of the work in their contract. Additionally, the Contractor shall properly communicate and coordinate the Work of these Contract Documents with the work of other contractors. Should work by others entail relocation of Materials and/or Equipment that is not part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible.

##### 25.1 Woodlands Borrow Pit (CUP NUM: P20210230)

Woodlands Borrow Pits, LLC (Woodlands) is permitted to dredge material within a portion of the Point Celeste Borrow Pit (29°34'58"N, 89°48'47"W) permitted for construction of the BA-0240 project. Woodlands has been notified that their proposed dredging area is in the vicinity of the permitted borrow area for the BA-0240 project. Woodlands is required to coordinate with the Coastal Protection and Restoration Authority (CPRA) before hydraulic dredging activities begin. Additionally, information on Woodlands' dredge site (exact location), proposed equipment, and schedule shall be provided to CPRA for approval to ensure there is no impact to construction activities and sediment availability associated with construction of the project. The Contractor will be required to communicate and coordinate with Woodlands in order to ensure execution of the Work.

##### 25.2 Construction of the NOV

The Contractor shall work cooperatively with the USACE NOV Levee Project Team during construction of the NOV Levee Project during the Work, and shall coordinate the NOV Flood Protection System dredge pipeline crossing with the USACE using the contact information listed in Section 11.3 of SP-11. Refer to the Plans.

#### SP-26 MISPLACED MATERIAL AND EQUIPMENT

The Project Site is within close proximity to residential property, camps, recreational areas, oil/gas infrastructure, and areas of public congregation. This includes the presence of heavy marine traffic in the Mississippi River. The Contractor should at all times be aware of the location and/or position of the any slurry, dredged sediment, Equipment, or other Materials.

Should the Contractor, during the progress of the Work misplace any slurry, dredged sediment, Equipment, or other Materials outside of what is authorized and permitted without the approval of the Owner or Engineer, the Contractor shall give immediate notice, with description and location of such misplaced Materials to the Owner and Engineer. Following coordination with the Engineer, the Contractor shall immediately recover and remove the misplaced Material. This may require redeposit or redistribution of misplaced dredge sediments as directed by the Owner or Engineer. Misplaced Materials shall be removed at the Contractor's expense. Additionally, the Contractor will be responsible for restoring unauthorized disposal areas to pre-construction conditions at his/her own expense.

In the event of refusal, neglect, or delay in compliance with the above requirements, such misplaced Materials may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor or may be recovered under his/her bond.

**END OF PART II - SPECIAL PROVISIONS**

## **PART III TECHNICAL SPECIFICATIONS**

### **TS-100 MOBILIZATION AND DEMOBILIZATION**

- 100.1 Scope: The Contractor shall furnish all labor and Equipment necessary to mobilize a hydraulic dredge and any necessary booster pump(s), as well as furnish all labor and Equipment necessary to move personnel, Equipment, construction materials (including dredge pipeline), and incidentals necessary to perform the Work to and from the Project Site. This work shall include, but is not limited to, establishing offices, buildings, and other facilities necessary for the Work. As part of this Bid Item, the Contractor shall obtain bonds, required insurance, and include any other Pre-Construction expenses necessary to perform the Work. This Bid Item shall exclude the cost of other construction materials explicitly listed on the Bid Form. All costs associated with the dredge pipeline corridor and associated appurtenances and crossings shall be included in Bid Item No. 1 “Mobilization and Demobilization”. Refer to TS-101 “Dredge Pipeline Mobilization, Installation, and Demobilization”.
- 100.2 Arbitrary Mobilization and Demobilization by Contractor: The Owner shall pay for only one (1) Mobilization and Demobilization effort. Should the Contractor choose to demobilize and/or remobilize prior to completing the Work, it shall be performed at no additional expense to the Owner.
- 100.3 Equipment: All Equipment shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth on the Plans and in these Specifications and shall be subject to inspection by the Engineer or Resident Project Representative at all times.
- 100.3.1 Hydraulic Dredge and Booster Pump(s): The Contractor shall utilize an appropriate hydraulic cutter head dredge and, if necessary, a booster pump(s) to perform the Work within the Contract Time. This Equipment shall have sufficient draft to access the Project Site without excavating water bottoms (unless otherwise specified on the Plans or in these Specifications) or causing damage to existing infrastructure. This Equipment shall be sized such that it efficiently performs the Work within the Contact Time, the production capacity does not overwhelm the Earthen Containment Dikes during fill placement, and the fill elevation of the Marsh Creation Areas is achieved within the specified tolerances. All Equipment shall remain in satisfactory working condition and be subject to inspection by the Engineer or Resident Project Representative throughout the duration of the Work. All Equipment shall be able to withstand difficult wave and weather conditions in the Mississippi River and the Contractor shall provide an Equipment protection plan in the Work Plan addressing procedures for stage fluctuations and adverse weather conditions.

If utilized, the booster pump(s) shall be positioned within the limits of the Mississippi River Borrow Area(s), or within the Dredge Pipeline Corridor at the locations specified on the Plans, at all times during the Work. The proposed booster pump location along the dredge pipeline corridor was chosen based on existing conditions. The Contractor may submit additional and/or alternate proposed booster pump(s) locations in the Work Plan for approval by the Engineer. If the Contractor proposes additional and/or alternate booster pump locations that require waterline removal, the waterline shall be removed at the Contractor's expense. The booster pump(s) shall remain floating and shall not be anchored within five-hundred feet

(500') of infrastructure or pipelines throughout the duration of the Work, unless otherwise specified on the Plans.

- 100.3.2 Hydraulic Dredge Data Sheet: The Hydraulic Dredge Data Sheet in Appendix K shall be included in the Work Plan. Submittal of the Hydraulic Dredge Data Sheet shall constitute a certificate that the described equipment is available to, and under control of, the Contractor. The data is pertinent to the evaluation of the proposed dredge and its capability to perform the Work. The Contractor may omit data or information that is considered to be proprietary. The Data Sheets shall be updated and submitted to the Engineer prior to mobilizing different Equipment.
- 100.3.3 Data Sheets: The Equipment Data Sheet in Appendix L shall be submitted in the Work Plan for all heavy Equipment proposed to perform the Work other than the hydraulic dredge (i.e. marsh buggies, tenders, etc.). The Data Sheet in Appendix L shall be included in the Bid for any and all booster pump(s) proposed to perform the Work. The Data Sheets shall serve as certification that the Equipment is under the control of the Contractor and is capable of performing the Work. The Contractor may omit information deemed proprietary from the Data Sheets. The Data Sheets shall be updated and submitted to the Engineer prior to mobilizing different Equipment.
- 100.4 Equipment Access: Refer to TS-330 "Equipment Access Corridor".
- 100.5 Ratio of Effort: Ten percent (10%) of the Contract cost for this bid item shall be paid to the Contractor after all dredge pipeline within "Reach 1: Mississippi River to LA 23" has been installed. Ten percent (10%) of the Contract cost for this bid item shall be paid to the Contractor after all dredge pipeline within "Reach 2: LA 23 Crossing" has been installed. Ten percent (10%) of the Contract cost for this bid item shall be paid to the Contractor after all dredge pipeline within "Reach 3: LA 23 to Grand Bayou" has been installed. Ten percent (10%) of the Contract cost for this bid item shall be paid to the Contractor after all dredge pipeline within "Reach 4: Grand Bayou to Marsh Creation Area 1" and "Reach 5: Dredge Pipeline Corridor Split to MCA-4b" has been installed. Forty percent (40%) of the cost for this bid item will be paid to the Contractor after mobilization of the hydraulic dredge, booster pump(s), and support equipment; and hydraulic dredging operations have commenced. The remaining twenty percent (20%) of the cost for this bid item will be paid to the Contractor upon Acceptance of the Work and removal of all equipment and unused materials.
- 100.6 Justification of Costs: If the Engineer determines that the unit price for this bid item does not bear a reasonable relation to the amount of Work, the Contractor shall be required to justify the unit price in the Application for Payment using cost data. Failure to justify such price to the satisfaction of the Engineer may result in payment of actual Mobilization and Demobilization costs, as determined by the Engineer, at the completion of Mobilization and Demobilization, respectively. Payment of the remainder of this item will be made in the final payment under this contract. The determination by the Engineer is not subject to appeal.
- 100.7 Measurement and Payment: Payment for Mobilization and Demobilization shall be made at the Contract Lump Sum price for Bid Item No. 1, "Mobilization and Demobilization (TS-100)". Payment shall constitute full compensation for moving personnel, Equipment, supplies, and incidentals to and from the job site and establishing offices, buildings, and

other facilities for the Work, obtaining bonds, insurance, permit application fees, and any other associated expenses.

#### TS-101 DREDGE PIPELINE MOBILIZATION, INSTALLATION, AND DEMOBILIZATION

- 101.1 Scope: The Contractor shall furnish all of the labor, Equipment, and Materials necessary to mobilize, install, maintain, remove, and demobilize the dredge pipeline, the dredge pipeline corridor, and associated appurtenances and crossings in accordance with these Specifications and in conformity to the lines, grades, elevations, and tolerances shown on the Plans, or otherwise modified by the Engineer as a result of the Pre-Construction Survey.
- 101.2 Construction Limits: All construction Equipment must be located within the construction limits shown on the Plans. The construction limits of the proposed dredge pipeline corridor shall be no greater than seventy-five feet (75') in width.
- 101.3 Equipment Access: Refer to TS-330 "Equipment Access Corridor".
- 101.4 Dredge Pipeline: The Contractor shall utilize a dredge pipeline to transfer dredge material from the Mississippi River Borrow Area(s) to the Marsh Creation Areas along the corridors shown on the Plans. The Contractor shall utilize the most appropriate type, diameter, and length of the dredge pipeline which will efficiently perform the Work. The dredge pipeline shall be subject to inspection by the Engineer or Resident Project Representative at all times. Proposed modifications to the corridors shall be submitted in the Work Plan and approved by the Engineer. Navigational channels and existing drainage shall not be impeded due to placement of the dredge pipeline.
- 101.4.1 Floating or Pontoon-Supported Dredge Pipelines: Dredge pipelines that are floating or supported on pontoons shall display appropriate lights at night and in periods of restricted visibility in accordance with USCG Navigation Rules.
- 101.4.2 Submerged Dredge Pipeline: Refer to TS-150 "Aids to Navigation".
- 101.4.3 Dredge Pipeline Outfalls: Lateral lines may be installed from the trunk line to the dredge outfall as deemed necessary. Each outfall location of the dredge pipeline shall be placed a sufficient distance away from the Earthen Containment Dikes and settlement plates such that the integrity of the Earthen Containment Dikes and settlement plates are maintained during fill placement.
- 101.5 Dredge Pipeline Reaches: The dredge pipeline shall be placed in the following reaches:
- 101.5.1 Reach 1 – Mississippi River to LA 23 Crossing: The dredge pipeline shall exit the Mississippi River near the West Point a la Hache Siphons and be placed along the Dredge Pipeline Corridor to the LA 23 crossing as shown on the Plans. This reach includes the Mississippi River and Tributaries (MR&T) Levee crossing (refer to TS-101.6.1) and adjacent gravel road crossing as shown on the Plans (refer to TS-101.6.2).
- 101.5.2 Reach 2 – LA 23 Crossing: The dredge pipeline shall cross underneath LA 23 through the use of an existing forty-two inch (42") steel casing pipe. A temporary retaining structure (TRS) shall be used to facilitate the temporary placement of the dredge pipeline. Refer to TS-101.6.3 "LA 23 Crossing Existing Casing Pipe"

Crossing”.

- 101.5.3 Reach 3 – LA 23 Crossing to Grand Bayou: The dredge pipeline shall extend from the LA 23 Crossing to the north bank of Grand Bayou along the Dredge Pipeline Corridor shown on the Plans. This reach includes the New Orleans to Venice (NOV) Flood Protection System crossing (refer to TS-101.6.1).
- 101.5.4 Reach 4 – Grand Bayou to Marsh Creation Area 1: The dredge pipeline shall extend from the north bank of Grand Bayou in a northeasterly-to-southwesterly direction, where the dredge pipeline shall be placed within the limits of MCA-1, as shown on the Plans. This reach includes the navigation canal crossings of Grand Bayou and Jefferson Canal (refer to TS-101.6.4). This reach also includes crossings of the Gulf South pipelines and Shell pipeline (refer to TS-101.7.4).
- 101.5.5 Reach 5 – Dredge Pipeline Corridor Split to Marsh Creation Area 4b: The dredge pipeline corridor shall extend from the split in the dredge pipeline corridor (29°32'17.26" N, 89°50'53.31" W (NAD 83)) to Marsh Creation Area 4b. The dredge pipeline corridor from Marsh Creation Area 3 to Marsh Creation Area 4b shall be proposed by the Contractor and included in the Work Plan. This reach shall include one (1) (and up to two (2)) Temporary Canal Crossings (refer to TS-101.6.5).
- 101.6 Dredge Pipeline Crossings: The Contractor shall furnish all labor, Equipment, and Materials needed to construct the following dredge pipeline crossings:
- 101.6.1 Mississippi River & Tributaries (MR&T) Levee and New Orleans to Venice (NOV) Flood Protection System Crossings: The Mississippi River and Tributaries (MR&T) Levee and New Orleans to Venice (NOV) Flood Protection System must be crossed at the locations shown on the Plans. No excavation shall be permitted within one hundred feet (100') from the toe of the MR&T and the NOV levees. Dredge pipeline installation, removal of the dredge pipe, and work over the MR&T levee is limited to when the stage of the Mississippi River is below elevation **+11.0' NGVD 1929** on the Carrollton Gage, at New Orleans, Louisiana. The dredge pipeline shall be placed onto 6"x6"x4' treated timber, or other equal as approved by the Engineer. Timbers shall be spaced 5 feet (5') apart.
- 101.6.1.1 Temporary Pipeline Markers: Temporary pipeline markers indicating the owner, contents, and address for contacting the Contractor shall be placed and maintained at each toe of the MR&T and NOV near the dredge pipeline. A proposed drawing of the temporary pipeline markers is shown on the Plans. The final location and detail of the temporary pipeline markers shall be included in the Work Plan for approval by the Engineer. Temporary pipeline markers shall be constructed and installed in accordance with LADOTD Standard Specification 729.
- 101.6.2 Gravel Road and Driveway Crossings: Gravel roads and driveways shall be crossed at the locations shown on the Plans. The typical crossing shown on the Plans may be modified to provide access for landowners for gravel roads and/or driveways. Existing roads and/or driveways may be excavated to facilitate the placement of the dredge pipeline and shall be backfilled prior to demobilization. All gravel road and driveway crossings shall be sufficient to accommodate vehicle traffic during construction. Existing gravel roads and driveways cannot be unusable or out of

service for longer than twelve (12) consecutive hours. All gravel road and/or driveway crossings shall be restored to pre-project conditions prior to demobilization. Typical crossing plans shall be submitted in the Work Plan prior to mobilization. The crushed aggregate shall conform to the LADOTD Standard Specification 1003.05.1.

101.6.3 LA 23 Existing Casing Pipe Crossing: The Contractor shall furnish all of the Materials, labor, and Equipment necessary to place temporary dredge pipeline in the existing forty-two-inch (42") diameter steel casing pipe underneath LA 23 in conformity with the locations, lines, and grades provided on the Plans and in these Specifications. Typical sections for the casing pipe crossing is shown on the Plans. The Contractor shall notify highway representatives prior to construction and after the Work is complete. Refer to SP-11 "Landowner, Pipeline, and Utility Requirements" for the LA 23 representative's contact information.

101.6.3.1 Installation: Pits or trenches shall be excavated for dredge pipeline installation and dredging operations as shown on the Plans or as necessary for installation. A Temporary Retaining Structure (TRS) shall be required for all pits or trenches greater than four (4) foot. The TRS design shall be signed and sealed by a Professional Engineer licensed in the State of Louisiana. TRS design requirements are provided in Appendix N. The proposed TRS design shall be submitted in the Temporary Retaining Structure (TRS) Plan and subject to approval by the Engineer. Disturbed areas shall be seeded or protected from erosion. The installation pit locations are based on the proposed dredge pipeline corridor alignment shown on the Plans. The Contractor shall install and maintain safety netting around all open cut excavations during construction to ensure public safety. Pumps shall be used to dewater excavation pits and maintain a dry bottom. Installation pits shall be backfilled after installation of the dredge pipeline to pre-construction conditions with a plus or minus one-half foot ( $\pm 0.5'$ ) tolerance.

If operations necessitate the removal of nearby fences, a temporary structure shall be constructed to maintain landowner/lessee operations. Fences shall be reconstructed prior to demobilization, and the area shall be restored to pre-project conditions.

The Contractor shall not impede or disrupt the LA 23 travel lanes. Barricades and lights shall be installed for the protection of traffic and pedestrians as directed by the Engineer and LADOTD. The Contractor should submit a Traffic Control/Sign Placement Plan in the Work Plan prior to the initiation of this Work.

Upon Acceptance of all Marsh Creation Areas, the dredge pipeline shall be removed from the casing pipe, the casing pipes shall be capped as per TS-101.6.3.2, excavation pits shall be backfilled, and the dredge pipeline corridor shall be restored to pre-construction conditions with a minus one-half foot ( $- 0.5'$ ) tolerance.

101.6.3.2 Casing Pipe Caps: After the Marsh Creation Areas have been Accepted and the dredge pipeline has been removed from the casing pipe, each end of the casing pipe shall be filled with water and capped as shown on the Plans.

Casing pipe caps shall be one-half inch (0.5”) thick and shall be coated with coal tar epoxy-polyamide paint in accordance with LADOTD Standard Specification 1008.04. Casing pipe caps shall be welded to the casing pipe and shall be water tight.

- 101.6.3.3 Permanent Casing Pipe Markers: Permanent casing pipe markers shall be placed on each side of the highway as shown on the Plans to mark the crossing locations. Markers shall be placed subsequent to backfilling the excavation pits, prior to demobilization. One (1) permanent pipeline marker for the casing pipe exists on the south side of the LA 23. This marker shall be removed and replaced. A proposed drawing of the permanent markers is shown on the Plans. The final location and detail of the permanent casing pipe markers shall be included in the Work Plan for approval by the Engineer. The permanent casing pipe markers shall be constructed and installed in accordance with LADOTD Standard Specification 729.
- 101.6.3.4 Utility Considerations: Refer to TS-101.7 “Existing Infrastructure”.
- 101.6.4 Grand Bayou and Jefferson Canal Navigation Crossings: The Contractor shall furnish all of the Materials, labor, and Equipment necessary to construct the Grand Bayou and Jefferson Canal Crossings in conformity with the locations, lines, and grades provided on the Plans and in these Specifications. Typical sections and the locations of the Grand Bayou Crossing are shown on the Plans. The Contractor may submit an alternate proposed Navigation Crossing location in the Work Plan for approval by the Engineer.
- 101.6.4.1 Installation: The Contractor shall excavate a trench to place the top of the dredge pipeline a minimum of four feet (4’) below the existing mudline. If Equipment Access Corridor Dredging is performed in this location, the Contractor shall excavate a trench to place the top of the dredge pipeline a minimum of four feet (4’) below the access-dredged mudline (refer to TS-330.4). The excavated material shall be placed to the side of the trench as shown on the Plans. If the excavated material is placed within the navigable channel(s), temporary signage will be required (refer to TS-150). After installation of the dredge pipeline in the excavated trench, the trench shall be backfilled to pre-construction conditions with a minus one-half foot (-0.5’) tolerance. Prior to Demobilization, the dredge pipeline shall be removed from the trench by excavation of the trench, and the trench shall be backfilled to pre-construction conditions with a minus one-half foot (-0.5’) tolerance.
- 101.6.5 Temporary Canal Crossing(s): The Contractor shall furnish all of the Materials, labor, and Equipment necessary to construct the Temporary Canal Crossing to MCA-2 in conformity with the locations, lines, and grades provided on the Plans and in these Specifications. The Contractor may also elect to construct the optional Temporary Canal Crossings to facilitate equipment access and dredge pipeline placement between Marsh Creation Areas 2 and 3. Typical sections and the locations of the Temporary Pipeline Crossings are shown on the Plans. Canal flow shall not be impeded by the dredge pipeline or the installation of the Temporary Pipeline Crossings. The Contractor may submit alternate Temporary Canal Crossing locations in the Work Plan for approval by the Engineer.

- 101.6.5.1 **Installation**: Each Temporary Canal Crossings shall consist of three (3) pipe culverts, with a minimum diameter of thirty inches (30”), installed with top of pipe elevations at or below the mean low water level. Pipe culvert dimensions and type shall be included in the Work Plan for approval by the Engineer. The Temporary Canal Crossings shall be constructed using material hydraulically dredged from the Mississippi River Borrow Area(s).
- 101.6.5.2 **Removal**: Prior to demobilization, the Contractor shall re-grade the Temporary Canal Crossings to pre-project conditions with a plus one-half-foot (+0.5’) tolerance.

## 101.7 **Existing Infrastructure**

- 101.7.1 **West Point a La Hache Siphons**: The siphon pipes shall be probed, located, and marked prior to excavation and placement of equipment. No excavation shall be permitted within twenty-five feet (75’) of the edge of the siphon pipes. The dredge pipeline shall be placed a minimum of twenty-five feet (25’) from the edge of the siphon pipes.
- 101.7.2 **Overhead Utilities**: Construction activities will take place near Entergy power lines and precautions shall be taken to avoid impeding regular operations. It is understood and agreed that the wires supported by structures on the Entergy right of way are conductors of high voltage electricity. No person, or object in contact with a person, may touch or be near to said wires or other fixtures on said structures, because to do so or to permit such would be dangerous to the life of the party so doing, as well as anyone else in the area where such occurred. The Contractor agrees to inform each and every individual of such facts before such party enters upon any part of the easement area shown on Plans during the time such work is being prepared, done or completed, or any Equipment moved to, upon or from said property and Entergy shall be indemnified by the Contractor from any injury or death resulting there from in accordance with the terms of the indemnity agreement set forth in the land rights memorandum.

The area within Entergy’s right-of-way is to be used only for the purposes disclosed to Entergy, and no buildings or components of buildings are to be located or protruding into the right-of-way. Any work performed in this area must be done in accordance with all NESC (National Electric Safety Code) requirements concerning clearances from energized facilities, grounding of any installations and any other applicable code requirements. All OSHA regulations must be met and maintained during the construction, operation, and maintenance of all facilities within the right-of-way.

It is also agreed and understood that Contractor will at all times indemnify and hold harmless Entergy 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 and death to employees of Entergy and 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 the Contractor’s rights hereunder, or to the Contractor’s presence upon or use of Entergy premises above referred to, or to the use or existence of the Contractor’s

facilities on such premises. The indemnity provisions of this section shall not apply if any such injury, death, damage, liability claim or cause of action is caused by the sole negligence of Entergy, its employees, agents, or representatives.

All Equipment used on the property shall have a maximum height not to exceed NESC clearances allowed, or shall be provided with guard chains limiting moveable parts of the Equipment to that maximum height. No fencing, tents, jack-up lighting, or light poles of any kind are permitted inside Entergy's right-of-way at any time. Entergy will have full access and use of the right-of-way at all times for any work projects or maintenance and shall not be responsible for any damage to the proposed pipeline crossing Entergy's right-of-way. Entergy must approve any additional improvements to the right-of-way area. Upon termination of the use of the Entergy Right-of-Way, Contractor shall return the property to as near as practical to its pre-use condition.

101.7.3 Infrastructure near the LA 23 Crossing: A waterline, pipeline, and culvert exist adjacent to LA 23. These and all other utilities that may exist in this area should be probed, located, and marked prior to construction and excavation. If the existing underground utility lines are damaged during construction, the lines shall be repaired immediately to pre-project condition at no cost to the Owner.

101.7.4 Oil and Gas Pipelines:

101.7.4.1 Gulf South Pipelines: Two (2) natural gas pipelines (8 inches and 20 inches in diameter) operated by Gulf South Pipeline Company, LP, cross the dredge pipeline corridor within Jefferson Canal at the locations shown on the Plans. Pipelines shall be surveyed, probed, and marked in accordance with TS-200.8.4 "Existing Infrastructure".

101.7.4.2 Shell Pipeline: One (1) crude oil pipeline (20 inches in diameter) operated by Shell Pipeline Co., L.P. crosses the dredge pipeline corridor within Jefferson Canal at the location shown on the Plans. The pipeline shall be surveyed, probed, and marked in accordance with TS-200.8.4 "Existing Infrastructure".

101.7.4.3 Modifications to Proposed Oil/Gas Pipeline Crossings: Dredge pipelines shall be floating or supported on pontoons for the purpose of crossing existing infrastructures (i.e. pipelines). The Contractor will be allowed to modify crossings of these existing infrastructures via a written agreement with the pipeline/infrastructure owner/operator. Modifications of these crossings are subject to approval by the Engineer.

101.8 Landowner Requirements: The Contractor shall coordinate with the following landowner regarding uninterrupted access, and minimizing disturbance to, private lands within Reach 3 of the dredge pipeline corridor during construction:

**Shingle Point, LLC**  
Attn: Mark Pivach  
Post Office Box 7125  
Belle Chasse, Louisiana 70037  
(504) 394-1870

The Contractor shall meet all landowner requirements specified in the executed agreements found in the Land Rights Memorandum in Appendix D. Refer to SP-11 for further information.

- 101.9 Maintenance: The Contractor shall maintain a stable and non-leaking dredge pipeline at all times during dredging and placement of fill. If a leak does occur, dredging shall cease, the Engineer shall be notified, and the leak shall be repaired. If requested by the Engineer, the Contractor will transport the Engineer or Resident Project Representative to the location of the leak for a visual inspection. The Engineer may require the Contractor to survey and remove all material deposited as a result of a pipeline leak at no cost to the Owner.
- 101.10 Removal: After removal of the dredge pipeline, the Contractor shall re-grade the Dredge Pipeline Corridor to pre-project conditions with a minus one-half-foot (-0.5') tolerance.
- 101.11 Measurement and Payment: No separate payment shall be made for this item. All costs associated with the dredge pipeline corridor and associated appurtenances and crossings shall be included in Bid Item No. 1 "Mobilization and Demobilization".

#### TS-150 AIDS TO NAVIGATION

- 150.1 General Description: The Contractor shall provide, install, maintain, and remove aids to navigation as specified herein at no additional expense to the Owner. The Contractor shall contact the Eight Coastal Region District of the United States Coast Guard (USCG) and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work no later than ninety (90) days prior to installation of any fixed structures in navigable waters and/or prior to installation of any floating private aids to navigation. Additional information can be found in the Department of the Army Permit. The types of aids to navigation may include, but not be limited to, warning signs, buoys, beacons, and/or lights. The Contractor shall also submit a permit application and obtain a permit from the USCG prior to installation or removal of any aids to navigation. The permit application shall include the type, position, color, and dates for installation or removal of all aids to navigation. New aids to navigation shall not be installed in a manner which conflicts with existing aids to navigation. The Contractor shall not otherwise remove, modify, obstruct, willfully damage, make fast to or interfere with any existing aids to navigation. Discharge lines that cross a navigable channel shall be submerged. Lighted aids to navigation shall be deployed prior to commencement of any dredging operations. Lighted aids to navigation are required to maintain safe working conditions for construction in navigation channels. Any damages to existing USCG or private navigation aids caused by the Contractor shall be repaired by the Contractor the USCG standards at no expense to the Owner. The Contractor shall provide a copy of the permit and permit application to the Engineer at least seven (7) days prior to installation of the dredge pipeline and/or performing any excavation.
- 150.2 Temporary Warning Signs: The Contractor shall furnish all of the Materials, labor, and equipment necessary to construct and install the Temporary Warning Signs in accordance with the Plans and these Specifications. The USCG typically requires that aids to navigation be installed along the temporary spoil placement areas associated with the access channel, including at navigation crossings, such as the navigation crossings of Jefferson Canal and Grand Bayou. Temporary warning signs shall also be installed prior to any dredging Equipment entering the Mississippi River Borrow

Area(s) or placing the dredge discharge pipeline from the Mississippi River Borrow Area(s) to the Marsh Creation Areas. Submerged pipelines and any anchors securing the pipeline shall rest on the channel and shall conform to Title 3, Chapter 1 of the Code of Federal Regulations which requires signage, lighted buoys, or a combination of both aids to be installed near hazards to navigation. The USCG may require that the Contractor provide the coordinates of the Temporary Warning Signs after they are installed. The depth of any pipeline crossing a navigation channel shall be submitted to the USCG for publication. All submerged pipelines installed shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one-hundred fifty feet (150') for the length of the pipeline. "DANGER SUBMERGED PIPELINE" signs shall also be placed at the beginning and end of all submerged pipelines and at all abrupt changes of direction. Unless otherwise specified by the USCG, submerged pipelines are considered to require special marks in accordance with USCG regulations and shall have USCG approved flashing yellow lights. When the submerged line is placed in shallow water outside the navigable channel, where the possibility for small boats to cross over the submerged pipeline, the pipeline shall be marked with fluorescent orange buoys and signs stating "DANGER SUBMERGED PIPELINE" every one-hundred fifty feet (150') throughout the length of the submerged pipeline. The Contractor shall notify the USCG in accordance with subparagraph "Notice to Mariners" as described in SP-17. The notification shall contain maps, latitude/longitude coordinates, and descriptions of lighted aids for inclusion in the Notice to Mariners.

- 150.3 Operation and Maintenance: The Contractor shall operate and maintain all aids to navigation, piles, chains, anchors, and buoys. Should the Contractor's aids to navigation be displaced from their positioned locations, or otherwise fail to function as required, the Contractor shall reposition/repair the aids within twenty-four (24) hours. If any of the buoys are not maintained in the proper location or condition, the Contractor shall cease dredging operations until the buoys are maintained, replaced, or repositioned.
- 150.4 Lighting and Markings: The dredge, anchor buoys, and floating dredge lines in the area shall be marked in accordance with USCG Navigation Rules. The lights must have a one-mile nominal range and should be set every half-mile.
- 150.5 Removal: The Contractor shall removal all aids to navigation, piles, chains, anchors, and buoys from the project area upon completion of this project.
- 150.6 Measurement and Payment: No direct payment will be made for this item. The Contractor shall include all costs for Aids to Navigation in the Lump Sum price for Bid Item No. 1 "Mobilization and Demobilization", Bid Item No. 6 "Equipment Access Corridor Dredging – Reach I", Bid Item No. 7 "Equipment Access Corridor Dredging – Reach II", and Bid Item No. 8 "Equipment Access Corridor Dredging – Reach III".

## TS-200 SURVEYS

- 200.1 Scope: The Contractor shall furnish all of the Materials, labor and Equipment necessary to perform the Pre-Construction, Process, and As-Built Surveys of the Work in compliance with the Plans and these Specifications. All Surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a

professional engineer or land surveyor licensed in the state of Louisiana. All survey drawings shall be signed and sealed by the Louisiana licensed professional surveyor, or professional engineer, under which supervision of the surveys were conducted. The Contractor shall provide schedules for the survey field work and deliverables in the Work Plan.

- 200.2 Notifications to the Engineer: The Contractor shall notify the Engineer a minimum of two (2) working days prior to performing the Pre-Construction, Process, and As-Built Surveys. The Contractor shall also notify the Engineer immediately after the field data collection for each survey is complete. The Owner may stop the associated portions of the Work if the notifications are not made. The Contractor shall not submit a Claim for this type of Work stoppage.
- 200.3 Reference and Control: Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), U. S. Survey Feet Geoid 12B-Epoch 2010.00. Horizontal and vertical control shall be established by using the CPRA monuments provided in Appendix G.

Temporary Benchmarks (TBMs) shall be installed as deemed necessary by the Contractor to perform all surveys. Proposed TBMs shall be included in the Work Plan. Horizontal and vertical coordinates shall be determined for all TBMs installed. The Contractor shall maintain the TBMs for the duration of the Work. In the event that a single TBM is disturbed and/or destroyed, the TBM may be reinstalled by approved personnel at the expense of the Contractor. If multiple TBMs are destroyed, the Engineer may require the TBMs to be reinstalled by a Professional Surveyor licensed in the State of Louisiana.

- 200.4 Method: Surveys shall follow CPRA's *Contractor's Guide to the Standard Practice – Surveying* (<http://coastal.la.gov/engineering-and-design-standards/>) and utilize conventional Real-Time Kinematic (RTK) surveying methods or an appropriate Global Navigation Satellite System (GNSS) or Global Positioning System (GPS) Real Time Network such as the Gulfnet Virtual Real-Time Network (VRS).

- 200.5 Survey Equipment: The Contractor shall utilize appropriate equipment to survey the Work as follows:

200.5.1 Topographic Surveys: Topographic survey equipment shall have a minimum vertical and horizontal accuracy of one-tenth of a foot (0.1'). A six-inch (6") diameter metal plate shall be attached to the bottom of the survey rod to prevent the rod from sinking below ground level. In vegetated areas, the survey rod shall rest among living vegetative stems and be supported by soil containing living vegetative roots. Bathymetric and topographic surveys shall overlap by twenty-five feet (25') at all interfaces between land and water.

200.5.2 Bathymetric Surveys: Bathymetric survey Equipment shall have a minimum vertical accuracy of one-tenth of a foot (0.1') +/-0.1% of depth and a minimum horizontal accuracy of one-tenth of a foot (0.1'). Bathymetric surveys collected on board vessels must be differentially corrected to the referenced datum for tidal fluctuations and vessel pitch, roll, and heave.

Bathymetric and topographic surveys shall overlap by twenty-five feet (25') at all interfaces between land and water.

- 200.5.3 Magnetometer Surveys: Magnetometer survey Equipment shall have a minimum accuracy of three (3) gammas throughout its operational range.
- 200.5.4 Survey Stakes: Survey stakes utilized for topographic survey stakeout shall consist of forty-eight inch (48") long survey laths and be composed of #1 grade pine wood or approved equal. Survey stakes utilized for bathymetric survey stakeout shall consist of bamboo cane of sufficient length to remain a minimum of two feet (2') above mean water level. Survey stakes shall be removed after completion of the project unless otherwise directed by the Engineer.
- 200.6 Design Survey: The Design Survey Report is provided in Appendix H. Mississippi River Geophysical Data is provided in Appendix I. The layout of the design survey shown on the Plans is for informational purposes only.
- 200.7 Construction Survey Layout: The construction survey layout for the Work is provided in the Plans and shall be used to perform the Pre-Construction, Process and As-Built Surveys. Any modifications to the construction survey layout shall be submitted in the Work Plan for approval by the Engineer.
- 200.8 Pre-Construction Survey: The Pre-Construction Surveys shall be performed after the Pre-Construction Conference, Acceptance of the Work Plan, and prior to Mobilization, unless otherwise stated in these Specifications. This survey shall be used to verify the existing conditions at the Project Site, adjust quantities of the bid items (if needed), modify the layout of the Work as deemed necessary by the Engineer, and lay out and stake out the Work. The Pre-Construction Survey shall show the existing bathymetry, topography, existing infrastructure, and magnetic detections in plan and profile using markers, spot elevations, coordinates, contours, lines, and grades. The Pre-Construction Survey shall follow the Construction Survey Layout shown on the Plans and shall include the following items:
- 200.8.1 Quantities: The Pre-Construction Survey shall provide the calculated quantities of all the bid items. The methodology or software that is proposed to be used to calculate quantities shall be approved by the Engineer and provided in the Work Plan.
- 200.8.2 Temporary Benchmarks (TBMs): Contractor shall install TBMs at any location within the Project Site as necessary to perform the Work. The Contractor shall maintain the TBMs for the duration of the Work. All TBMs shall be repaired and resurveyed at the expense of the Contractor if disturbed or damaged during construction.
- 200.8.3 Temporary Aids to Navigation: All temporary aids to navigation shall be surveyed after installation and coordinates submitted to the Owner within two (2) weeks of installation.
- 200.8.4 Existing Infrastructure: All infrastructure (pipelines, power lines, utilities, etc.) that is located within five hundred (500') of the Mississippi River

Borrow Areas, Earthen Containment Dikes, Earthen Containment Dike Borrow Areas, Earthen Ridge, Earthen Ridge Borrow Area, Equipment Access Corridors and Crossings, and the Dredge Pipeline Corridor (and associated crossings) shall be surveyed and marked at a minimum of fifty-foot (50') intervals and all points of inflection. The proposed methods for marking the infrastructure shall be included in the Work Plan. Pipelines shall be identified to a CI/ASCE 38-02 minimum utility level of B and probed for depth of cover (top of pipe to existing ground) at fifty foot (50') intervals.

200.8.5 **Significant Magnetic Detections:** For all anomalies that exhibit amplitudes greater than fifty (50) gammas, the elevation, mudline elevation, and source of the anomalies shall be determined by running a thirty-foot (30') closed loop path and by probing. The Contractor shall determine if the sources of any anomalies will interfere with the performance of the Work and provide proposed corrective measures in the Progress Schedule. Failure by the Contractor to identify the sources of anomalies and provide corrective measures shall not provide grounds for any Claims against the Owner.

200.8.6 **Equipment Access Corridors:** A bathymetric and magnetometer survey of the proposed Equipment Access Corridors (TS-330) was performed in preparation for this project in an effort to determine equipment access and the dredging that may be required to access the Project Area and provide floatation for equipment. For Equipment Access Corridors that are not permitted for access dredging, a centerline profile shall be surveyed and recorded at fifty-foot (50') intervals in accordance to the layout and coordinates shown in the Plans. Cross sections of the Equipment Access Corridors without permitted access dredging shall also be surveyed at one thousand-foot (1000') intervals. These cross sections shall extend two hundred fifty feet (250') on each side of the centerline profile. The elevation and coordinates at each cross section/transect shall be recorded in twenty-five-foot (25') intervals.

The permitted Equipment Access Corridor Dredging (refer to TS-330.4) centerlines shall be surveyed and recorded at fifty-foot (50') intervals and at changes in elevation greater than one-foot (1.0'), along these survey transects. Cross sections shall also be taken every two-hundred fifty feet (250') and extend two-hundred fifty feet (250') on each side of the centerline profile. Elevations shall be surveyed and recorded every twenty-five feet (25'), and at changes in elevation greater than one-foot (1.0'), along these survey transects.

The Pre-Construction Equipment Access Corridor Survey shall be submitted and approved by the Engineer prior to Mobilization of the mechanical dredge, dredge pipe, and booster pump(s). Details of the survey shall be included in the Work Plan.

200.8.7 **Staging Area(s):** A topographic/bathymetric and magnetometer survey of the staging area(s) shall be performed in a 50-foot (50') grid pattern as shown on the Plans. Elevations shall be recorded every twenty-five (25) feet, and at changes in elevation greater than one half (0.5) foot. The staging area shall be memorialized, via video recording, prior to mobilization of equipment.

- 200.8.8 Booster Pump(s): A topographic/bathymetric and magnetometer survey shall be performed in a twenty-five-foot (25') grid pattern at the booster pump locations approved by the Engineer. Elevations shall be recorded every twenty-five (25) feet, and at changes in elevation greater than one half (0.5) foot. The booster pump location shall be memorialized, via video recording, prior to mobilization of equipment.
- 200.8.9 Turning Basin: Magnetometer and bathymetric surveys shall be performed in within the Turning Basin location. Transects shall be consistent with the construction survey layout shown on the Plans. Elevations shall be recorded every twenty-five (25) feet, and at changes in elevation greater than one half (0.5) foot. The Turning Basin location shall be memorialized, via video recording, prior to mobilization of equipment.
- 200.8.10 Dredge Pipeline Corridor: A topographic/bathymetric and magnetometer survey shall be performed along the entirety of the Dredge Pipeline Corridor prior to installation. These surveys shall extend from the Mississippi River Borrow Area to the Marsh Creation Areas. A centerline survey shall be taken along the entire corridor. Bottom elevations and coordinates shall be recorded along the centerline of the corridor at one-hundred-foot (100') intervals, all points of inflection, and changes in elevation greater than one-half foot (0.5'). Perpendicular transects shall be surveyed at one thousand-foot (1,000') intervals along the centerline and shall extend two-hundred and fifty feet (250') on each side of the Dredge Pipeline Corridor centerline, as shown on the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the perpendicular transects at five-foot (5') intervals, and changes in elevation greater than one-half-foot (0.5'). The Contractor shall submit a Dredge Pipeline Corridor Plan prior to Dredge Pipeline Corridor construction, establish stationing along the entire dredge pipeline corridor, and include proposed booster pump locations. The dredge pipeline corridor shall be memorialized, via video recording, prior to mobilization of equipment.
- 200.8.10.1 MR&T & NOV Crossing: For the portions of the Dredge Pipeline Corridor crossing the MR&T and NOV, perpendicular transects to the centerline of the Dredge Pipeline Corridor shall be surveyed at the inside and outside toe and crest of the MR&T and NOV, and shall extend one hundred feet (100') on either side of the Dredge Pipeline Corridor centerline, as shown on the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the centerline of the corridor at twenty-five-foot (25') intervals, all points of inflection, and changes in elevation greater than one-half-foot (0.5'). Bottom elevations and coordinates shall be recorded along the perpendicular transects at twenty-five-foot (25') intervals, and changes in elevation greater than one-half-foot (0.5').
- 200.8.10.2 LA 23 Crossing: For the portion of the Dredge Pipeline Corridor crossing beneath LA 23 through existing forty-two-inch (42") steel casing pipe, two (2) perpendicular transects (topographic and magnetometer) to the centerline of the Dredge

Pipeline Corridor shall be surveyed within the boundaries of each of the two (2) proposed excavation pits shown on the Plans. Perpendicular transects shall extend ten feet (10') on either side of the Dredge Pipeline Corridor Centerline. Bottom elevations and coordinates shall be recorded along the centerline of the corridor at five-foot (5') intervals, and changes in elevation greater than one-half-foot (0.5'). Bottom elevations and coordinates shall be recorded along the perpendicular transects at five-foot (5') intervals and changes in elevation greater than one-half-foot (0.5').

200.8.10.3 Grand Bayou and Jefferson Canal Navigation Crossings: For the navigation crossings of the Dredge Pipeline Corridor at Grand Bayou and Jefferson Canal, perpendicular transects shall be surveyed at fifty-foot (50') intervals along the centerline and shall extend one hundred feet (100') on each side of the dredge pipeline corridor centerline, as shown on the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the centerline of the corridor at on twenty-five-foot (25') intervals, all points of inflection, and changes in elevation greater than one-half-foot (0.5'). Bottom elevations and coordinates shall be recorded along the perpendicular transects at five-foot (5') intervals, and changes in elevation greater than one-half-foot (0.5').

200.8.11 Temporary Canal Crossings: For the portion of the Dredge Pipeline Corridor utilizing Temporary Canal Crossings, a centerline survey shall be taken along the entire length of the crossing. Perpendicular transects shall also be surveyed at one-hundred foot (100') intervals along the centerline, and shall extend one hundred feet (100') on each side of the dredge pipeline corridor centerline, as shown on the construction survey layout on the Plans. Bottom elevations and coordinates shall be recorded along the centerline of the corridor at on twenty-five-foot (25') intervals, all points of inflection, and changes in elevation greater than one-half-foot (0.5'). Bottom elevations and coordinates shall be recorded along the perpendicular transects at five-foot (5') intervals, and changes in elevation greater than one-half-foot (0.5').  
Mississippi River Borrow Areas: A bathymetric and magnetometer survey shall be performed in the Mississippi River Borrow Areas. The bathymetric survey shall be performed using multi-beam. Transects shall be consistent with the construction survey layout shown on the Plans, and shall be taken no more than four hundred feet (400') apart, perpendicular to the borrow area centerline, and extend five hundred feet (500') past the limit of the cut, unless otherwise specified. Ground elevations and coordinates shall be recorded at fifty-foot (50') intervals or where changes in elevation of greater than one-half feet (0.5') occur. The projected quantity of available borrow shall be calculated based on this survey and the design dimensions shown on the Plans. The Pre-Construction Mississippi River Borrow Areas survey must be submitted to and approved by the Engineer prior to beginning dredging.

200.8.12 Marsh Creation Areas: A topographic/bathymetric and magnetometer

survey shall be performed within each Marsh Creation Area. Transects shall be consistent with the construction survey layout shown on the Plans. Ground elevations and coordinates shall be recorded at twenty-five-foot (25') intervals, changes in elevation greater than one-half-foot (0.5'), and extend to the centerline of the Earthen Containment Dike. The Contractor shall calculate the projected fill quantities for the Marsh Creation Areas based on this survey and the construction marsh fill elevations. **So that interior Containment Dike Borrow Areas are captured in this survey, the Contractor shall not begin the Pre-Construction Marsh Creation Area Surveys until the constructed Earthen Containment Dike for the respective Marsh Creation Area has been Accepted by the Engineer.** Details of this survey shall be included in the Work Plan.

- 200.8.13 Earthen Containment Dikes: A magnetometer, bathymetric, and/or topographic survey shall be performed along the centerline alignment and perpendicular transects of the Earthen Containment Dikes and their respective borrow areas. Ground elevations and coordinates shall be recorded at twenty-five (25) foot intervals along the centerline, change in grade greater than one-half (0.5) foot, and at all points of inflection. The projected quantities for the Earthen Containment Dikes shall be calculated based on this survey and the Earthen Containment Dike dimensions shown in the Plans. Stationing shall be established along the centerline alignment of the Earthen Containment Dike.

For construction layout, the Earthen Containment Dike footprint (inside toe and crest, outside crest and toe) and the inside toe of the Earthen Containment Dike Borrow Area (the toe nearer the Earthen Containment Dike) shall be surveyed and staked out every two-hundred fifty feet (250') (at a maximum) and at each point of inflection shown in the Plans. As a baseline for the Process Surveys, cross sections shall also be surveyed every two-hundred fifty feet (250') perpendicular to the Earthen Containment Dike centerline and at each point of inflection. Each cross section shall include the five (5) points stated above (inside toe and crest, outside crest and toe and the inside toe of the Earthen Containment Dike Borrow Area (the toe nearer the Earthen Containment Dike)) and extend one hundred twenty-five feet (125') beyond the toes of the Earthen Containment Dike, perpendicular, in both directions. Elevations shall be surveyed and recorded every twenty-five feet (25') and at changes in elevation greater than one-half-foot (0.5'), along these survey transects. Details of this survey shall be included in the Work Plan.

If the Engineer realigns any portion of the Earthen Containment Dike and associated borrow area, the Contractor shall re-survey the realigned portion of the Earthen Containment Dike and borrow area and recalculate projected quantities.

- 200.8.14 Earthen Ridge: A magnetometer, bathymetric, and/or topographic survey shall be performed along the centerline alignment and perpendicular transects of the Earthen Ridge and its respective borrow area. Ground elevations and coordinates shall be recorded at twenty-five-foot (25') intervals along the centerline, change in grade greater than one-half-foot

(0.5'), and at all points of inflection. The projected quantities for the Earthen Ridge shall be calculated based on this survey and the Earthen Ridge dimensions shown in the Plans. Stationing shall be established along the centerline alignment of the Earthen Ridge.

For construction layout, the Earthen Ridge footprint (inside toe and crest, outside crest and toe) and the inside toe of the Earthen Ridge Borrow Area (the toe nearer the Earthen Ridge) shall be surveyed and staked out every two-hundred fifty feet (250') (at a maximum) and at each point of inflection shown in the Plans. As a baseline for the Process Surveys, cross sections shall also be surveyed every two-hundred fifty feet (250') perpendicular to the Earthen Ridge centerline. Each cross section shall include the five (5) points stated above (inside toe and crest, outside crest and toe and the inside toe of the Earthen Ridge Borrow Area (the toe nearer the Earthen Ridge)) and extend one-hundred and twenty-five feet (125') beyond the toes of the Earthen Ridge, perpendicular, in both directions. Elevations shall be surveyed and recorded every twenty-five feet (25') and at changes in elevation greater than one-half-foot (0.5'), along these survey transects. Details of this survey shall be included in the Work Plan.

If the Engineer realigns any portion of the Earthen Ridge and associated borrow area, the Contractor shall re-survey the realigned portion of the Earthen Ridge and associated borrow area and recalculate projected quantities.

- 200.8.15 Settlement Plates: Each Settlement Plate shall be surveyed immediately after installation in the Marsh Creation Area(s). The identification number, existing ground elevation, coordinates and elevation of the top of pipe shall be recorded. This survey shall be repeated every thirty (30) days until hydraulic dredge placement begins and no more than five (5) days prior to dredge material placement into Marsh Creation Area(s).
- 200.9 Process Surveys: The Process Surveys shall be used to verify partial payments, determine Acceptance for completed portions of the Work, and to adjust quantities of the bid items as deemed necessary by the Engineer. The Process Surveys shall show the constructed bid items in plan and profile using elevations, coordinates, lines and grades. The Process Surveys shall be consistent with the Pre-Construction Surveys, any modifications to these surveys, and shall include the following items:
- 200.9.1 Quantities: The Process Survey shall show the constructed quantities for each bid item. The calculation methodology used to determine the quantities shall be consistent with the Pre-Construction Surveys.
- 200.9.2 Equipment Access Corridor: Once the Contractor deems all Equipment Access Corridors are acceptable for construction, or prior to hydraulic dredging (at the latest), the dredged portion of the Equipment Access Corridors (if applicable) shall be re-surveyed, in accordance with TS-200.8.6. This shall be done to ensure that the dredged channels are constructed to the lines, grades, and elevations shown in the Plans should they be necessary for construction.

- 200.9.3 Mississippi River Borrow Areas: The location of the cutter head shall be known at all times during dredging operations as per TS-420.4.4. Process surveys shall be taken of the borrow area(s) every thirty (30) days during dredging along the transects shown in the Plans. Survey transects shall be spaced four hundred feet (400') apart, perpendicular to the borrow area centerline and extend five hundred feet (500') past the limit of the cut, unless otherwise shown on the Plans. A multi-beam survey shall be conducted of the borrow area(s) once half of the marsh fill material has been placed.
- 200.9.4 Marsh Creation Areas: A topographic/bathymetric survey shall be performed within the Marsh Creation Areas. Transects shall be consistent with the Pre-Construction Survey (TS-200.8.11).

The Marsh Creation Areas shall be surveyed every thirty (30) days, or as directed by the Engineer. The Engineer shall evaluate the Process Surveys to determine if the fill lift is to be Accepted or modified as per the grades shown on the Plans and TS-420.7. The Contractor shall perform additional survey transects in Marsh Creation Areas as deemed necessary by the Engineer. Those portions of dredge fill which are modified must also be resurveyed. Plan views and cross sections shall be used for the calculation of the marsh fill volume. The marsh fill quantities shall be calculated using a method that is approved by the Engineer, such as the average end area method or AutoCAD.

Process Surveys to be used for payment shall include x,y,z data representing the intersection of the dredged fill material with the Earthen Containment Dike. Points shall be taken at transect and containment dike profile locations around the boundary of the Marsh Creation Area where the pumped material meets the earthen containment dike or marsh fill area boundary and at any change in direction of marsh creation area boundary. These points shall be coded "MLN" and submitted in x,y,z format.

- 200.9.5 Earthen Containment Dikes: The topography of the Earthen Containment Dikes and associated borrow areas shall be surveyed after being fully constructed and prior to placement of the hydraulic dredge fill material into the respective Marsh Creation Area. Ground elevations and coordinates shall be recorded for the inside and outside crests and toes of the dikes and the inside and outside troughs of the associated borrow areas. These measurements shall be repeated at two hundred and fifty-foot (250') intervals along the centerline of the dike and at all points of inflection. The total length (in feet), in-place fill quantity (cubic yards), and excavated borrow quantity (cubic yards) for the dikes around each Marsh Creation Area shall also be calculated and shown on the Process Survey drawings.

After the Earthen Containment Dike is Accepted by the Engineer, and until Acceptance of all Marsh Creation Areas, the Contractor shall resurvey the centerline profile every fourteen (14) days. During these surveys, horizontal and vertical positions shall be surveyed and recorded every twenty-five feet (25') and at changes in topography greater than one-half foot (0.5'). The Engineer may require dike cross sections (locations chosen by the Engineer) to be surveyed based on results of the bi-weekly centerline profile surveys.

These cross sections shall extend twenty-five feet (25') beyond the outer limits of the adjacent Earthen Containment Dike Borrow Area and the outside toe of the Earthen Containment Dike, with horizontal and vertical positions recorded every twenty-five feet (25') and at changes in topography greater than one-half foot (0.5').

- 200.9.6 Earthen Ridge: The topography of the Earthen Ridge and associated borrow area shall be surveyed after being fully constructed. Ground elevations and coordinates shall be recorded for the inside and outside crests and toes of the Earthen Ridge and the inside and outside troughs of the associated Earthen Ridge Borrow Area. These measurements shall be repeated at two hundred and fifty-foot (250') intervals along the centerline of the Earthen Ridge and at all points of inflections. The total in-place fill quantity and excavated borrow quantity for the Earthen Ridge shall also be calculated and shown on the survey plans.

After the Earthen Ridge is Accepted by the Engineer, and until Acceptance of all Marsh Creation Areas, the Contractor shall resurvey the centerline profile every fourteen (14) days. During these surveys, horizontal and vertical positions shall be surveyed and recorded every twenty-five feet (25') and at changes in topography greater than one-half-foot (0.5'). The Engineer may require Earthen Ridge cross sections (locations chosen by the Engineer) to be surveyed based on results of the bi-weekly centerline surveys. These cross sections shall extend twenty-five feet (25') beyond the outer limits of the adjacent Earthen Ridge Borrow Area and the outside toe of the Earthen Ridge, with horizontal and vertical positions recorded every twenty-five feet (25') and at changes in topography greater than one-half foot (0.5').

- 200.9.7 Post-Process Surveys: The Engineer may require the Contractor to re-survey the Earthen Containment Dike, Earthen Ridge, and associated borrow areas if any of the following conditions are met:

200.9.7.1 The Earthen Containment Dikes or Earthen Ridge are/is reworked due to material being placed above or below the specified tolerances.

200.9.7.2 Maintenance is performed on the Earthen Containment Dikes or Earthen Ridge after Acceptance.

200.9.7.3 The time between Acceptance of the Earthen Containment Dikes and beginning of fill placement into the respective Marsh Creation Area is thirty (30) calendar days or longer.

The Contractor shall submit updated in-place and excavated borrow quantities for all post-process surveys.

- 200.9.8 Settlement Plates: The marsh fill elevation and top of pipe for all Settlement Plates within Marsh Creation Areas shall be surveyed at the following intervals

- Every five (5) days during fill placement prior to Acceptance of the

respective Marsh Creation Area;

- Every seven (7) days until one (1) month after Acceptance of the respective Marsh Creation Area, and;
- Bi-weekly thereafter until all Acceptance of all Marsh Creation Areas.

The marsh fill elevation and top of pipe for all Settlement Plates within the Earthen Ridge template shall be surveyed bi-weekly until Acceptance of all Marsh Creation Areas.

200.10 As-Built Survey: The As-Built Survey shall be used to verify final payments and Acceptance for all Work. Accepted Process Surveys may be included as part of the As-Built Survey. The As-Built Survey shall show all constructed bid items in plan and profile using elevations, coordinates, lines and grades consistent with the Process Surveys. The As-Built Survey shall be consistent with the Pre-Construction and Process Surveys, any modifications to these surveys, and shall include the following items:

200.10.1 Quantities: The As-Built Surveys shall show the constructed quantities for each constructed bid item.

200.10.2 Dredge Pipeline Corridor: The bathymetry/topography of the Dredge Pipeline Corridor shall be resurveyed, consistent with the Pre-Construction Survey, after the dredge pipeline has been removed. Those portions of the corridor which have been reworked due to exceedance of the specified tolerances, upper or lower, shall be resurveyed for Acceptance.

200.10.3 Equipment Access Corridors: The topography/bathymetry of the Equipment Access Corridors shall be resurveyed consistent with the Pre-Construction Survey prior to demobilization and after all temporary spoil has been placed back in the channel (refer to TS-330).

200.10.4 Staging Area(s): The topography/bathymetry of the staging area(s) shall be resurveyed consistent with the Pre-Construction Survey after all Equipment has been demobilized and all staging area(s) have been restored to pre-project conditions.

200.10.5 Earthen Containment Dikes: The As-Built survey for the Earthen Containment Dike shall be composed of the most recently accepted process survey. Any portions of the Earthen Containment Dike that have been reworked since the last accepted process survey due to exceedance of the specified tolerances, upper or lower, shall be resurveyed consistent with the Pre-Construction Survey in order to gain Acceptance.

200.10.6 Earthen Ridge: The topography of the Earthen Ridge shall be resurveyed, consistent with the Pre-Construction Survey, per TS-200.8.13, after Acceptance of all Marsh Creation Areas.

200.10.7 Marsh Creation Areas: The As-Built Survey shall incorporate the approved and accepted process surveys for all of the marsh fill areas. The Contractor shall develop drawings, which include the cross sections, plan views, elevations, quantities, and volumes from the process surveys. The dates, elevations, and volumes for each

process survey shall be superimposed onto the corresponding marsh fill areas on the plan views. Any portions of the Marsh Creation Area which have been reworked due to exceedance of the specified fill elevation tolerances, upper or lower, shall be resurveyed for Acceptance.

- 200.10.7.1 Post Construction Marsh Creation Area Surveys: The Contractor shall perform a Post Construction Survey thirty (30) days after the Acceptance of all Marsh Creation Areas. This survey shall be consistent with the Pre-Construction Survey. Additionally, Settlement Plates shall be resurveyed and consistent with the Pre-Construction Survey. The results of this survey are for informational purposes only and shall not affect Acceptance and payment of the Marsh Creation Area(s).
- 200.10.8 Booster Pump: The booster pump location(s) shall be resurveyed consistent with the Pre-Construction Survey prior to demobilization once all booster pump location(s) have been restored to pre-project conditions.
- 200.10.9 Degradation of Earthen Containment Dike Survey: Upon completion of Earthen Containment Dike degradation as specified in TS-300.8, the Contractor shall survey the centerline profile of the degraded portion of Earthen Containment Dike with three (3) perpendicular cross-sections equally spaced along the centerline profile within the degraded section extending thirty (30) feet from the centerline on both sides with horizontal and vertical positions recorded every five feet (5') and at changes in topography greater than one-half foot (0.5'). The Centerline Profile shall extend at least twenty-five feet (25') past the degraded section of the Earthen Containment Dike on each side with horizontal and vertical positions recorded every five feet (5') and at changes in topography greater than one-half foot (0.5').
- 200.11 Deliverables: The Contractor shall submit survey data and drawings to Engineer for review and Acceptance by the dates specified in SP-3 and SP-4. The Owner may stop the associated portions of the Work if the surveys are not submitted by the specified date. The Contractor shall not submit a Claim for an adjustment to either the Contract Time or Price on any bid item for failure to submit the surveys by the specified date.
- 200.11.1 Survey Data: Survey data shall be provided in Microsoft Excel, or approved equal, on a USB flash drive and a web-based file transfer site. Survey data shall be presented as follows:
  - 200.11.1.1 Bathymetric and topographic survey data shall be provided in .csv format and include separate columns for the transect/alignment number, point number, point description, northing coordinate, easting coordinate, and elevation. Bathymetric survey data shall include bar check results, survey scroll or BIN file, and corrections for tidal fluctuations and vessel pitch, roll and heave.
  - 200.11.1.2 Magnetometer detections shall be provided in .csv format and include the transect/alignment number, shot point number, northing coordinate, easting coordinate, sensor height, signature type, amplitude and duration. Elevations and depth of cover shall be provided for all pipelines and magnetic detections higher than fifty (50) gammas. Descriptions shall also be provided for the probable causes of all magnetic detections higher than fifty (50) gammas.

- 200.11.1.3 The elevation data for the Settlement Plates shall be provided in .csv format and line graphs which show marsh fill and top of riser pipe elevations verses time.
- 200.11.1.4 Digital copy of field notes for each survey submittal in PDF.
- 200.11.2 Survey Drawings: Survey drawings shall be provided in the latest version of AutoCAD and Adobe Acrobat (PDF) on a USB flash drive or a web-based file transfer site. Three (3) hard copies of the As-Built Survey drawings shall be provided to the Engineer. All survey drawings shall conform to CPRA drafting standards and be presented as follows:
  - 200.11.2.1 All sheets shall include the project name, number and seal of a professional engineer or surveyor licensed in the State of Louisiana;
  - 200.11.2.2 The location of all secondary survey monuments and temporary benchmarks shall appear in plan view with table or call out showing horizontal and vertical coordinates;
  - 200.11.2.3 Survey transects, spot elevations and +/-1.0 foot contours shall be shown in plan view. Transects shall also be shown in profile and include mean high and mean low water levels;
  - 200.11.2.4 Magnetic anomalies and infrastructure (Pipelines, power lines, etc.) shall be shown in plan view. Infrastructure and magnetic anomalies higher than fifty (50) gammas shall also be shown in profile;
  - 200.11.2.5 All plan views shall be overlaid onto the most recent geo-rectified Digital Orthophoto Quarter Quadrangle aerial color photographs;
  - 200.11.2.6 Revisions such as field or change orders shall be noted, shown in red and be easily distinguishable from the original design.
- 200.12 Acceptance: The Contractor shall submit a request for Acceptance after completion of the Pre-Construction, Process, and As-Built Surveys. The Engineer shall determine Acceptance of this Work based on these surveys and conformance to the Plans and Specifications. The Engineer shall be afforded fourteen (14) working days from the date of receipt to review and determine Acceptance of each survey.
  - 200.12.1 Pre-Construction Survey: The Contractor may mobilize equipment prior to Acceptance of Pre-Construction surveys, but shall not begin construction of any Work item until the associated Pre-Construction survey as required in Section 200.8 has been Accepted. The Contractor may submit the Earthen Containment Dike Pre-Construction survey by Marsh Creation Area for partial Acceptance.
  - 200.12.2 Process Surveys: Payment for bid items shall not be made until Acceptance of the associated Process Surveys. Those portions of the Work which are required to be re-worked, repaired or replaced due to non-compliance with the Plans and these Specifications shall be resurveyed for Acceptance.
  - 200.12.3 As-Built Survey: A draft of the As-Built Survey shall be submitted to the Engineer

for review prior to the Final Inspection as per SP-3. A final version of the As-Built Survey shall be submitted to the Engineer for Acceptance after the Final Inspection as per SP-3. Final payment for this bid item will not be received until the As-Built Surveys have gained Acceptance from the Engineer.

- 200.13 Ratio of Effort/Payment: Fifty percent (50%) of the Contract cost for this bid item will be paid to the Contractor upon Acceptance of the Pre-Construction Surveys, less the Marsh Creation Area survey(s). Thirty percent (30%) will be paid to the Contractor upon Acceptance of all Process Surveys and the Marsh Creation Area Pre-Construction Surveys. The remaining twenty percent (20%) will be paid to the Contractor upon Acceptance of the complete As-Built Survey.
- 200.14 Measurement and Payment: The Contractor shall submit Applications for Payment after gaining Acceptance. Payment shall be made at the Contract lump sum price for Bid Item No. 2, "Surveys (TS-200)". Payment shall constitute full compensation for furnishing the material, labor, Equipment and other incidentals related to this item of the Work.
- 200.14.1 Alternate Bid #1: If Alternate Bid #1 is awarded, payment shall be made at the contract lump sum price for Bid Item No. 13 "Surveys – MCA-4a (TS-200)".
- 200.14.2 Alternate Bid #2: If Alternate Bid #2 is awarded, payment shall be made at the contact unit price per each for Bid Item No. 19 "Surveys – MCA-4b (TS-200)".

#### TS-270 SETTLEMENT PLATES

- 270.1 Scope: The Contractor shall furnish all Materials, labor, and Equipment necessary to construct, install, survey, and maintain the Settlement Plates within the Marsh Creation Areas and Earthen Ridge as shown on the Plans.
- 270.2 Materials: The base plate for each settlement plate shall be fabricated with a four (4) foot by four (4) foot by one-fourth (1/4) inch thick steel plate. A two and seven-eighths (2-7/8) inch diameter hole shall be drilled or cut through the center of the base plate for installation of the riser pipe and stand pipe.

The riser pipe for each of the Marsh Creation Area settlement plates shall be two and one-half (2-1/2) inch nominal diameter Schedule 40 steel pipe that is eight feet (8') long. The riser pipe for each of the Earthen Ridge settlement plates shall be two and one-half (2-1/2) inch nominal diameter Schedule 40 steel pipe that is twelve feet (12') long. The riser shall be inserted two (2) feet through the hole in the center of the base plate and welded on both sides of the plate using a 3/16" continuous fillet. The stand pipe shall be one and one-half (1-1/2) inch nominal diameter Schedule 40 steel pipe that is twelve feet (12') long. The top of the housing shall be fitted with a threaded steel cap. After fabrication, the Settlement Plates shall be hot-dip galvanized.

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

- 270.4 Installation: The Settlement Plates shall be installed a minimum of two (2) weeks prior to placement of dredged material in the Marsh Creation Areas. Settlement Plates shall be installed inside the limits of the Marsh Creation Areas as shown on the Plans, or as directed by the Engineer. Leveling of the plate bed shall be accomplished by removing the minimum amount of earth necessary to produce a level foundation. Leveling of the plate bed by the addition of any material will not be permitted.
- 270.5 Maintenance: The Contractor shall maintain all Settlement Plates until the Work is completed. Damaged Settlement Plates shall be immediately repaired or replaced and resurveyed by the Contractor at no expense to the Owner.
- 270.6 Acceptance: The Contractor shall request Acceptance after installation of the Settlement Plates. The Engineer shall determine Acceptance based on a review of the Pre-Construction Surveys. This Acceptance does not remove the Contractor of their responsibility to maintain the Settlement Plates as stated in TS-270.5.
- 270.7 Ratio of Effort/Payment: Ninety percent (90%) of the Contract cost for this bid item will be paid to the Contractor upon Acceptance of the Settlement Plates. The remaining ten percent (10%) will be paid to the Contractor upon Acceptance of the Marsh Creation Fill Areas.
- 270.8 Measurement and Payment: The Contractor shall submit Applications for Payment after gaining Acceptance. Payment shall be made for the Contract unit price per each for Bid Item No. 3, "Settlement Plates (TS-270)". Payment shall constitute full compensation for furnishing the material, labor, Equipment and other incidentals related to this item of the Work. No payment shall be made for Settlement Plates that are rejected or damaged due to fault or negligence by the Contractor.
- 270.8.1 Alternate Bid #1: If Alternate Bid #1 is awarded, payment shall be made at the contract unit price per each for Bid Item No. 14 "Settlement Plates – MCA 4a (TS-270)".
- 270.8.2 Alternate Bid #2: If Alternate Bid #2 is awarded, payment shall be made at the contact unit price per each for Bid Item No. 20 "Settlement Plates – MCA 4b (TS-270)".

### TS-300 EARTHEN CONTAINMENT DIKES

- 300.1 Scope: The Contractor shall furnish all of the Material, labor and Equipment necessary to construct, maintain, and degrade/gap the Earthen Containment Dikes (ECDs) in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans, or otherwise modified by the Engineer as a result of the Pre-Construction Survey. Construction sequencing of this item shall be included in the Work Plan. The Contractor shall not begin construction of the Earthen Containment Dikes prior to Acceptance of the Earthen Containment Dike Pre-Construction Survey (TS-200.8.12).
- 300.2 Equipment: All ECDs shall be constructed and maintained using mechanical excavation equipment. The Equipment Data Sheet in Appendix L shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently

performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

300.3 Equipment Access: Refer to TS-330 “Equipment Access Corridor”.

300.4 Construction: The ECDs shall be constructed along the perimeter of all Marsh Creation Areas using in-situ borrow material that is excavated adjacent to the ECDs. Contractor shall not anchor, spud, or excavate within seventy-five feet (75’) of pipelines, unless noted otherwise on the Plans. All ECD reaches shall be constructed with interior borrow areas from within the alignment of the Marsh Creation Areas as shown on the Plans. The borrow material shall not be excavated within the minimum offset distance from the toe of the ECDs as shown on the Plans. Material shall not be excavated from the borrow areas below the maximum cut elevation shown on the Plans.

300.4.1 Tolerance: The vertical elevation tolerance for the crest height of the ECDs shall be plus one-half (+0.5) foot. The Contractor shall provide for a minimum freeboard of one foot (1.0’) from the projected marsh fill elevation to the crest elevation of the Dike that shall be maintained until the acceptance of all Marsh Creation Areas.

300.5 Borrow Material: The soil properties of the borrow material may vary across the Project Site. The geotechnical investigation report is provided in Appendix J. All unsuitable organic debris (logs, stumps, snags, etc.) greater than two inches (2”) in diameter or two feet (2’) in length that is encountered in the ECD borrow area shall remain and not be utilized to construct the ECDs. All unsuitable inorganic debris (tires, scrap, etc.) greater than five (5) pounds that is encountered in the ECD borrow areas shall be disposed off-site in an approved waste disposal facility.

300.6 Existing Infrastructure: Borrow materials shall not be excavated within seventy-five feet (75’) of existing pipelines, unless otherwise shown on the Plans. The Earthen Containment Dike shall be constructed in a manner such that impacts to pipelines are minimized. Construction at pipeline crossings may require double handling of borrow.

300.6.1 Existing Infrastructure Protective Measures: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, utilities, and pipelines on, above, or under the surface of the Project Site. The Contractor shall not traverse across any pipeline with land-based equipment (e.g. Marsh Excavator) prior to placement of protective measures (as required by the pipeline owner) during construction and maintenance of the ECDs. Protective measures shall be capable of supporting equipment and pipeline loads while protecting the existing buried pipelines from damage. Types of materials and protective measures used shall be coordinated with and approved by the pipeline owner and included in the Work Plan. In the event that protective measures are not required by the pipeline owner, the Contractor shall provide written documentation from the pipeline owner stating as such in the Work Plan. The Contractor shall remove the protective measures from the Project Area prior to demobilization.

The Contractor shall not traverse across any pipeline with equipment which could damage the pipeline. Equipment shall remain floating at all times when crossing the pipelines found in the vicinity of the Project Area as shown on the Plans. Any damages to existing infrastructure shall be returned to pre-construction conditions at no additional cost to the Owner. The Owner will not be held responsible for

damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this Work due to negligence by the Contractor.

Refer to SP-11 "Landowner, Pipeline, and Utility Requirements" for a list of infrastructure owners and contact information.

- 300.7 Maintenance: All ECDs shall be maintained by the Contractor until Acceptance of all Marsh Creation Areas at no expense to the Owner. Maintenance on the ECDs shall be required for nonconformance based on inspections or Process Surveys. Should a breach or failure of any of the ECDs occur before all Marsh Creation Areas gain Acceptance, the Contractor shall immediately notify the Engineer, cease filling of the Marsh Creation Area(s) and initiate repairs to the ECD. All external spills of fill or ECD material from the Marsh Creation Area shall be immediately returned to the Marsh Creation Area by the Contractor at no pay. The Contractor shall include a detailed procedure and communication protocol for the repair and reporting of ECD breaches in the Work Plan.
- 300.8 Degradation/Gapping of Earthen Containment Dikes: Upon Acceptance of the Marsh Creation Areas, segments of the ECDs shall be gapped or degraded to the same elevation as the Marsh Creation Areas. Upon Acceptance of all Marsh Creation Areas, the Contractor shall submit proposed locations and widths for gapping/degradation of the ECD for approval by the Engineer. Spoil from ECDs degradation or gapping shall be used to fill nearby low lying areas within the Marsh Creation Areas that may exist as a result of the ECD borrow pits, unless otherwise instructed by the Engineer. Upon completion of the ECD degradation, the Contractor shall survey the degraded areas as described in TS-200.10.9.
- 300.9 Acceptance: ECDs shall gain Acceptance after the Process Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and are Accepted by the Engineer. The Engineer may require the addition or removal of material that is excavated or placed beyond the specified tolerances at no additional cost to the Owner. Partial Acceptance of the ECDs may be requested in one-thousand-foot (1,000') (minimum) sections. Acceptance by the Engineer does not relieve the Contractor of their responsibility to maintain the ECDs until Acceptance of the respective Marsh Creation Area.
- 300.10 Ratio of Effort/Payment: Ninety percent (90%) of the Contract cost for this bid item will be paid to the Contractor after Acceptance of the ECDs. The remaining ten percent (10%) will be paid to the Contractor after Acceptance of all Marsh Creation Areas and the As-Built Survey of the degraded sections of ECDs specified in TS-200.10.9.
- 300.11 Measurement and Payment: Payment for these ECDs shall be made at the Contract unit price per linear foot for Bid Item No. 4, "Earthen Containment Dikes (TS-300)". Payment shall constitute full compensation for furnishing the labor, Equipment, and other incidentals related to these items of the Work. The Contractor may request partial payment, in one-thousand-foot (1,000') (minimum) continuous, unbroken, and Accepted sections, on a monthly basis based on the linear feet of ECD constructed.
- 300.11.1 Alternate Bid #1: If Alternate Bid #1 is awarded, payment shall be made at the contract unit price per linear foot for Bid Item No. 15 "Earthen Containment Dikes – MCA-4a (TS-300)" and Bid Item No. 16 "Deduct Earthen Containment Dikes – MCA-3 (TS-300)".

- 300.11.2 Alternate Bid #2: If Alternate Bid #2 is awarded, payment shall be made at the contact unit price per linear foot for Bid Item No. 21 “Earthen Containment Dikes – MCA-4b (TS-300)” and Bid Item No. 22 “Deduct Earthen Containment Dikes – MCA-4a (TS-300)”.

## TS-320 EARTHEN RIDGE

- 320.1 Scope: The Contractor shall furnish all of the Material, labor and Equipment necessary to construct and maintain the Earthen Ridge in accordance with these Specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans, or otherwise modified by the Engineer as a result of the Pre-Construction Survey. Construction sequencing of this item shall be included in the Work Plan. The Contractor shall not begin construction of the Earthen Ridge prior to Acceptance of the Earthen Ridge Pre-Construction Survey (TS-200.8.13).
- 320.2 Equipment: The Earthen Ridge shall be constructed and maintained using mechanical excavation equipment. The Equipment Data Sheet in Appendix L shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.
- 320.3 Equipment Access: Refer to TS-330 “Equipment Access Corridor”.
- 320.4 Construction: The Earthen Ridge shall be constructed along the southern bank of Jefferson Canal. The Earthen Ridge shall be constructed with in-situ borrow areas as shown on the Plans. The borrow material shall not be excavated within the minimum offset distance from the toe of the Earthen Ridge as shown on the Plans. Material shall not be excavated from the borrow areas below the maximum elevation shown on the Plans.
- 320.4.1 Tolerance: The vertical elevation tolerance for the crest height of the Earthen Ridge shall be plus or minus one-half ( $\pm 0.5$ ) foot.
- 320.5 Borrow Material: The soil properties of the borrow material may vary across the Project Site. The geotechnical investigation report is provided in Appendix J. All unsuitable organic debris (Logs, stumps, snags, etc.) greater than two inches (2”) in diameter or two feet (2’) in length that is encountered in the Earthen Ridge borrow area shall remain and not be utilized to construct the Earthen Ridge. All unsuitable inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the Earthen Ridge borrow areas shall be disposed off-site in an approved waste disposal facility.
- 320.6 Existing Infrastructure: Borrow materials shall not be excavated within seventy-five feet (75’) of existing pipelines, unless otherwise shown on the Plans. The Earthen Ridge shall be constructed in a manner such that impacts to pipelines are minimized. Construction at pipeline crossings may require double handling of borrow.
- 320.6.1 Existing Infrastructure Protective Measures: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, utilities, and pipelines on, above, or under the surface of the Project Site. The Contractor shall not traverse across any pipeline with land-based equipment (e.g. Marsh Excavator) prior to placement of protective measures (as required by the pipeline

owner) during construction and maintenance of the Earthen Ridge. Protective measures shall be capable of supporting equipment and pipeline loads while protecting the existing buried pipelines from damage. Types of materials and protective measures used shall be coordinated with and approved by the pipeline owner and included in the Work Plan. In the event that protective measures are not required by the pipeline owner, the Contractor shall provide written documentation from the pipeline owner stating as such in the Work Plan. The Contractor shall remove the protective measures from the Project Area prior to demobilization.

The Contractor shall not traverse across any pipeline with equipment which could damage the pipeline. Equipment shall remain floating at all times when crossing the pipelines found in the vicinity of the Project Area as shown on the Plans. Any damages to existing infrastructure shall be returned to pre-construction conditions at no additional cost to the Owner. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this Work due to negligence by the Contractor.

Refer to SP-11 "Landowner, Pipeline, and Utility Requirements" for a list of infrastructure owners and contact information.

- 320.7 Maintenance: The Contractor shall maintain the Earthen Ridge to the lines, grades, elevations, and tolerances shown on the Plans until Acceptance of all Marsh Creation Areas. Should a breach or failure of any of the Earthen Ridge occur before Acceptance, the Contractor shall immediately notify the Engineer and initiate repairs to the Earthen Ridge. The Contractor shall include a detailed procedure and communication protocol for the repair and reporting of Earthen Ridge breaches in the Work Plan.
- 320.8 Acceptance: The Earthen Ridge shall gain Acceptance after the Process Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and are Accepted by the Engineer. The Engineer may require the addition or removal of material that is excavated or placed beyond the specified tolerances at no additional cost to the Owner. Partial Acceptance of the Earthen Ridge may be requested in one-thousand-foot (1,000') (minimum) sections. Acceptance by the Engineer does not relieve the Contractor of their responsibility to maintain the Earthen Ridge until Acceptance of all Marsh Creation Areas.
- 320.9 Ratio of Effort/Payment: Seventy percent (70%) of the Contract cost for this bid item will be paid to the Contractor after Acceptance of the Earthen Ridge. The remaining thirty percent (30%) will be paid to the Contractor after Acceptance of all Marsh Creation Areas and after the As-Built Survey of the Earthen Ridge showing conformity with the lines, grades, elevations, and tolerances shown on the Plans.
- 320.10 Measurement and Payment: Payment for the Earthen Ridge shall be made at the Contract unit price per linear foot for Bid Item No. 5 "Earthen Ridge (TS-320)". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to these items of the Work. The Contractor may request partial payment, in one-thousand (1,000) foot (minimum) continuous, unbroken, and Accepted sections, on a monthly basis based on the linear feet of Earthen Ridge constructed.

## TS-330 EQUIPMENT ACCESS CORRIDOR

- 330.1 Scope: The Contractor shall furnish all Materials, labor, and Equipment necessary to access the Project Site. The dredged section(s) of the Equipment Access Corridor shall be in accordance with these Specifications and in conformity to the lines, grades, elevations, and tolerances shown on the Plans. The dredged section(s) may not be required, or need to be dredged to the elevation shown on the Plans, depending on the draft requirements of the Contractor's Equipment and as determined by the Contractor. The dredging limits may be less than what is shown on the Plans, but shall not exceed the limits shown on the Plans. In the event that the dredged section(s) of the Equipment Access Corridor will be dredged to a template different than what is shown on the Plans, the Contractor shall provide the lines, grades, and elevations of the proposed template to the Engineer for approval. The Equipment Access Channels shall be maintained in a useable configuration throughout the duration of the Work at the expense of the Contractor.
- 330.2 Equipment Access Corridor Reaches: The Equipment access corridor is separated into the following reaches:
- 330.2.1 Reach I – Western Access Route: This reach extends from Barataria Waterway to the intersection of Jefferson Canal and Bayou Grande Cheniere, and passes through Round Lake, Lake Laurier, and an unnamed lake, as shown on the Plans.
- 330.2.2 Reach II – Jefferson Canal: This reach extends from the intersection of Jefferson Canal and Bayou Grande Cheniere to the NOV Flood Protection System, as shown on the Plans.
- 330.2.3 Reach III – DPC from Jefferson Canal to the MCAs: This reach extends from the intersection of the DPC at Jefferson Canal to the MCAs, as shown on the Plans. This reach includes potential access dredging for booster pump placement (TS-330.5) and a turning basin (TS-330.6).
- 330.3 Equipment Access Limits and Staging Areas: All construction Equipment must be located within the Equipment Access Corridor as shown on the Plans. Excess Materials and equipment shall not be stored within the Equipment Access Corridor. Materials not in use shall be stored in the permitted equipment staging area as shown on the Plans. It is the Contractor's responsibility to make minimum necessary improvements to the staging area as required to perform the Work. Any proposed alternative Equipment Access Corridors and staging areas shall be provided in the Work Plan. All Equipment Access Corridors and staging areas utilized during Construction shall meet landowner requirements specified in SP-11 "Landowner, Pipeline, and Utility Requirements". All staging areas shall be restored to pre-project conditions prior to demobilization.

Dredge pipelines, marsh buggies, and marsh creation construction Equipment shall enter the Marsh Creation Areas via state water bottoms or the Equipment Access Corridors as shown on the Plans. Equipment access shall be limited to open water unless otherwise specified in these Specifications or shown on the Plans. Existing drainage or access shall not be impeded due to the placement of the dredge pipeline or construction equipment. Travel across marsh vegetation outside the designated Marsh Creation Areas and Equipment Access Corridor will not be allowed. Access to the internal areas shall be through open water to the extent possible. Any impacts to wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no direct

pay. The Contractor shall re-grade those portions of the Equipment Access Corridor that have been disturbed to the original bottom with a minus one-half-foot (-0.5') tolerance. Channel excavation shall only be allowed as specified on the Plans and these Specifications.

If it is necessary to remove existing fencing to facilitate access, then temporary fencing, if required by the landowner, shall be constructed to perform the purposes of the existing fencing. Existing fencing shall be returned to pre-construction conditions, or better, at the Contractor's expense prior to Demobilization to the satisfaction of the Owner.

- 330.4 Existing Infrastructure Protective Measures: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, utilities, and pipelines on, above, or under the surface of the Equipment Access Corridor and Project Site. The Contractor shall not traverse across any pipeline with land-based Equipment (e.g. Marsh Excavator) prior to placement of protective measures (as required by the pipeline owner). Protective measures shall be capable of supporting Equipment and pipeline loads while protecting the existing buried pipelines from damage. Types of Materials and protective measures used shall be coordinated with and approved by the pipeline owner and included in the Work Plan. The Contractor shall remove the protective measures from the Equipment Access Corridor and Project Area prior to Demobilization.

The Contractor shall not traverse across any pipeline with Equipment which could damage the pipeline. Equipment shall remain floating at all times when crossing the pipelines found in the Equipment Access Corridor and in vicinity of the Project Area as shown on the Plans. Any damages to existing infrastructure shall be returned to pre-construction conditions at no additional cost to the Owner. The Owner will not be held responsible for damage to the Contractor's Equipment, employees, subcontractors, adjacent property owners, or anyone else connected with this Work due to negligence by the Contractor.

Refer to SP-11 "Landowner, Pipeline, and Utility Requirements" for a list of infrastructure owners and contact information.

- 330.5 Equipment Access Corridor Dredging: If it is determined that a section of Equipment Access Corridor permitted to be dredged is necessary based on the Contractor's Equipment, excavation shall occur within the limits shown on the Plans. The Contractor is not required to fully excavate to the limits shown on the Plans. The Contractor shall pay for all damages and repairs associated with dredging beyond the dimensions shown on the Plans.

- 330.5.1 Method: The Equipment Access Corridors shall be mechanically excavated using a bucket dredge, barge mounted track hoe, or approved equal. The Contractor shall use any environmentally acceptable method that will complete the Work in accordance with the Plans. The Equipment Data Sheet in Appendix L shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

- 330.5.2 Excavation Limits: The limits of excavation shall conform to the lines, grades and slopes specified in the Plans and 404 Permit. It shall be the responsibility of the Contractor to obtain a permit modification and prior approval from the Engineer in order to enlarge or relocate the Equipment Access Corridor. The Contractor shall

also obtain and submit to the Engineer a letter of no objection from any pipeline company for the proposed excavation inside their right-of-way. All inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the excavation limits shall be disposed off-site in an approved waste disposal facility.

- 330.5.3 Spoil Disposal: For the Equipment Access Corridor from Barataria Waterway to Jefferson Canal, any dredged material shall be temporarily deposited on the northern side of the Equipment Access Corridor, include a 50-foot gap for every 1,000 feet of deposited dredge material, and conform to the elevations, grades, and lines specified on the Plans. For the Equipment Access Channels within Jefferson Canal in areas adjacent to the existing marsh creation areas to the north, the dredge material shall be permanently placed within the footprint of the existing marsh creation areas to the north of Jefferson Canal as shown on the Plans.

Spoil material shall not be deposited outside of the limits shown on the Plans without approval from the Engineer. Upon Completion of the Work, the temporary spoil material shall be backfilled into the Equipment Access Corridor as indicated on the Plans. The temporary spoil backfilled into the Equipment Access Corridor shall be reworked to the original bottom with a plus or minus one-half-foot (+/-0.5') tolerance. The temporary disposal areas shall also be reworked to the original bottom, with a plus or minus one-half-foot (+/-0.5') tolerance. Any material that is deposited in areas other than indicated on the Plans or as authorized by the Engineer shall be removed and deposited in an approved location at the expense of the Contractor. Unauthorized disposal areas shall be restored to pre-construction conditions at the expense of the Contractor.

- 330.6 Booster Pump Access Dredging: If it is determined that dredging for booster pump placement is necessary based on the Contractor's Equipment, excavation shall occur within the limits shown on the Plans. The Contractor shall pay for all damages and repairs associated with dredging beyond the dimensions shown on the Plans.

- 330.6.1 Method: Booster pump location(s) shall be mechanically excavated using a bucket dredge, barge mounted track hoe, or approved equal. The Contractor shall use any environmentally acceptable method that will complete the Work in accordance with the Plans. The Equipment Data Sheet in Appendix L shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

- 330.6.2 Excavation Limits: The limits of excavation shall conform to the lines, grades and slopes specified in the Plans and 404 Permit. It shall be the responsibility of the Contractor to obtain a permit modification and prior approval from the Engineer in order to enlarge or relocate the proposed booster pump location(s). The Contractor shall also obtain and submit to the Engineer a letter of no objection from any pipeline company for the proposed excavation inside their right-of-way. All inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the excavation limits shall be disposed off-site in an approved waste disposal facility.

- 330.6.3 Spoil Disposal: For proposed dredging for booster pump placement, all material shall be temporarily deposited at the locations shown on the Plans, and shall include a 50-foot gap for every 1,000 feet of deposited dredge material, and conform to the elevations, grades, and lines specified on the Plans.

Spoil material shall not be deposited outside of the limits shown on the Plans without approval from the Engineer. Upon Completion of the Work, the temporary spoil material shall be backfilled into the booster pump location(s) as indicated on the Plans. The temporary spoil shall be reworked to the original bottom with a plus or minus one-half foot (+/- 0.5') tolerance. The temporary disposal areas shall also be reworked to the original bottom, with a plus or minus one-half foot (+/- 0.5') tolerance. Any material that is deposited in areas other than indicated on the Plans or as authorized by the Engineer shall be removed and deposited in an approved location at the expense of the Contractor. Unauthorized disposal areas shall be restored to pre-construction conditions at the expense of the Contractor.

- 330.7 Turning Basin: If it is determined that dredging of a Turning Basin is necessary to facilitate equipment access, excavation shall occur within the limits shown on the Plans. The Contractor shall pay for all damages and repairs associated with dredging beyond the dimensions shown on the Plans.

- 330.7.1 Method: The optional Turning Basin shall be mechanically excavated using a bucket dredge, barge-mounted track hoe, or approved equal. The Contractor shall use any environmentally acceptable method that will complete the Work in accordance with the Plans. The Equipment Data Sheet in Appendix L shall be included in the Work Plan for all mechanical excavation equipment proposed to perform the Work. The mechanical excavation equipment shall be in satisfactory operating condition, capable of efficiently performing the Work, and shall be subject to inspection by the Owner or Engineer throughout the performance of the Work.

- 330.7.2 Excavation Limits: The limits of excavation shall conform to the lines, grades, and slopes specified in the Plans and 404 Permit. It shall be the responsibility of the Contractor to obtain a permit modification and prior approval from the Engineer in order to enlarge or relocate the proposed Turning Basin. The Contractor shall also obtain and submit to the Engineer a letter of no objection from any pipeline company for the proposed excavation inside their right-of-way. All inorganic debris (Tires, scrap, etc.) greater than five (5) pounds that is encountered in the excavation limits shall be disposed of off-site in an approved waste disposal facility.

- 330.7.3 Spoil Disposal: For proposed excavation of the Turning Basin, all material shall be permanently deposited at the location shown on the Plans, and shall conform to the elevations, grades, and lines specified on the Plans.

Spoil material shall not be deposited outside of the limits shown on the Plans without approval from the Engineer. Any material that is deposited in areas other than indicated on the Plans or as authorized by the Engineer shall be removed and deposited in an approved location at the expense of the Contractor. Unauthorized disposal areas shall be restored to pre-construction conditions at the expense of the Contractor.

- 330.8 Maintenance: The Equipment Access Channels, Booster Pump Access Dredging, and

Turning Basin shall be maintained in accordance with TS-330.5 and as shown on the Plans in order to facilitate access to the Project Site. Maintenance dredging shall be performed at no additional expense to the Owner.

- 330.9 Acceptance: The Equipment Access Corridor, Booster Pump Access Dredging, and Turning Basin shall gain Acceptance after the Process Surveys show compliance with the lines, grades, elevations, and tolerances shown on the Plans and in these Specifications. The Engineer may require the addition or removal of material dredged or placed beyond the specified tolerances. Accepted Pre-Construction, Process, and As-Built Surveys shall be used for verification. Acceptance by the Engineer does not relieve the Contractor of their responsibility to backfill temporary spoil disposal into the channel.
- 330.10 Ratio of Effort/Payment: Once the Contractor has completed dredging and marking the Equipment Access Channels, Turning Basin, and booster pump placement location as shown on the Plans, the Contractor shall be paid seventy percent (70%) of the contract lump sum price. The remaining thirty percent (30%) will be paid upon the successful completion of backfilling operations.
- 330.11 Measurement and Payment: Payment for these items will be made at the contract lump sum price for Bid Item No. 6, "Equipment Access Corridor Dredging – Reach I", Bid Item No. 7 "Equipment Access Corridor Dredging – Reach II", and Bid Item No. 8 "Equipment Access Corridor Dredging – Reach III. Price and payment for these items shall constitute full compensation for all Materials, labor, supplies, and Equipment required for dredging the Equipment Access Channels, the Turning Basin (Bid Item No. 8), and Booster Pump Access Dredging (Bid Item No. 8), and maintaining the dredged areas to the required elevation for the duration of construction. All required maintenance of the Equipment Access Channels, Turning Basin, and Booster Pump Access Dredging shall be performed at no direct pay.

#### TS-420 HYDRAULIC DREDGING AND MARSH CREATION

- 420.1 Scope: The Contractor shall furnish all of the Materials, labor and Equipment necessary to hydraulically dredge the Mississippi River Borrow Area(s) and place the material into the Marsh Creation Areas in accordance with these specifications and in conformity to the lines, grades, elevations and tolerances shown on the Plans, or as directed by the Engineer. Dredging to a maximum cut elevation of -90 feet (NAVD88, Geoid12B) is anticipated, and is permitted, in the Mississippi River Borrow Area(s) shown on the Plans. This section shall include the operation and maintenance of the hydraulic dredge and booster pump(s), if required.
- 420.2 Mississippi River Borrow Area Access: Access to the Mississippi River Borrow Area(s) is only available through use of a boat through Federal and State authorized water bottoms. The Contractor may be required to place a temporary marine access dock to facilitate equipment access to the Mississippi River for the duration of construction activities. Proposed temporary marine access dock shall be included in the Work Plan for approval by the Engineer prior to construction and placed within the construction limits.
- 420.3 Method: The dredge equipment and attendant plant shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth in the Plans and these Specifications, and shall be subject to inspection by the Owner or Engineer prior to beginning the Work and at all times during construction. Ship traffic, waves, stage

fluctuations, and weather conditions within the Mississippi River Borrow Area of the project can prove difficult for some equipment. The Contractor shall include an Equipment Protection Plan in the Work Plan prior to the Pre-Construction Conference. The Dredge Data Sheet, including a complete description of the equipment the Contractor intends to use for dredging (size, horsepower, production rate, draft, etc.) must be completed and submitted with the Bid. The Dredge Data Sheet may be found in Appendix K. A Dredge Plan shall also be included in the Work Plan for approval by the Engineer. An example Dredge Plan is provided in Appendix O.

420.4 Borrow Area Dredging: The Contractor shall dredge the Mississippi River Borrow Area using the hydraulic dredge and associated equipment specified in TS-100 and transfer the dredged material to the Marsh Creation Area using the dredge pipe specified in TS-101.

420.4.1 Borrow Material: The Mississippi River Borrow Area(s) primarily consists of sandy material. However, the materials to be dredged may consist of gravels, silts, clays, muck, or shell. The Mississippi River Borrow Areas' geotechnical information can be found in the design geotechnical report located in Appendix J. Additional materials such as logs, stumps, snags, tires, scrap, and other debris may be encountered within the specified limits of dredging and shall be removed and disposed of by the Contractor.

Borrow Area Cut Sequence and USACE Restrictions: The Contractor must submit a proposed borrow area cut sequence with the Work Plan for approval by the Owner and Engineer prior to dredging operations. Dredging should progress in a sequence to best optimize the Mississippi River Borrow Area(s). No dredging shall be performed except as depicted on the Plans. All hydraulic dredging shall be performed in a uniform and continuous manner to avoid creating multiple holes, valleys, or ridges within the section of the area to be dredged. If material is dredged outside of the area delineated on the Plans, the Contractor may be subject to deductions set forth in GP-47 Non-Conforming and Unauthorized Work. Should the Contractor select the Point Celeste Borrow Area, the Contractor shall begin dredging in the portion of the borrow area north of River Mile 50.5 (AHP). Refer to SP-25.1 "Woodlands Borrow Pit (CUP NUM: P20210230)".

If the dredge pipeline is to be placed parallel to the Mississippi River & Tributaries levee, it shall be located at least forty feet (40') from the toe of the levee. Any barge within one hundred feet (100') of the Mississippi River levee must be sufficiently spudded down when the river stage is above +11.0' NGVD 1929 on the Carrollton Gage at New Orleans, Louisiana. Any damage to the levee, batture, revetment, and/or bank resulting from the Contractor's activities shall be repaired at the Contractor's expense. All disturbed areas on the levee crown and slopes shall be restored to pre-project conditions and to the satisfaction of the West Bank Levee District. The Contractor shall assure that work does not impede or interfere with navigation on the Mississippi River and shall maintain daily ongoing coordination with the Marine Navigation Safety Association (MNSA), River Pilots Association, and the USCG.

420.4.2 Anchor Limits: The Contractor may anchor only within the dredge anchor limits as shown on the Plans. Dredge anchor limits shall be marked with buoys as shown on the Plans and in accordance with USCG regulations.

420.4.3 Dredge Location Control: All dredges and other auxiliary service vessels shall be equipped with bridge-to-bridge radio telephones capable of operating from the main control station and capable of transmitting and receiving on the frequencies required for the exchange of navigational information and maximum safety of operations.

The Contractor will be required to pay any costs, fines, or other expenses related to dredging outside of the borrow limits or permit violations resulting from Contractor negligence. If the Contractor does not pay costs, fines, or other expenses related to dredging outside of the borrow limits and/or permit limits, the Owner will deduct said costs, fines, and expenses from payment due to the Contractor. Additionally, said costs, fines, and expenses may be recovered from the Contractor's bond for payment.

420.4.3.1 Horizontal Location: The Contractor is required to have electronic positioning equipment that will locate the dredge and cutter head when operating in the Mississippi River Borrow Area(s). The Contractor shall keep this equipment functioning on the dredge at all times during construction and when the dredge is within one (1) mile of either Mississippi River Borrow Area. The Contractor is required to calibrate the equipment as required by the manufacturer. Proof of calibration shall be submitted to the Owner and Engineer. Continuous location of the dredge shall be monitored at all times during dredging operations. The location is to be computed by coordinates in the Louisiana State Plane South Coordinate System, NAD 1983 (Lambert Conformal Conic) with a range error not to exceed fifteen feet (15'). Positions shall be recorded at least every ten (10) minutes and furnished daily as part of the Contractor's Daily Progress Report, along with the track of the dredge in relation to the dredge site. The Contractor's method of location of the dredge shall be submitted to the Owner and Engineer in the Contractor's Work Plan.

420.4.3.2 Dredging Elevations: The Contractor is also required to have a dredging depth indicator capable of gauging the depth being dredged at all times for each piece and type of dredging plant being utilized. The instrument shall be of electronic recorder type, and the proposed positioning equipment shall be included in the Work Plan. The depth record produced by this instrument shall be submitted daily with the Daily Progress Report. Flagging or marking the winch cables is not an acceptable option to fulfill this instrument requirement. The indicators shall be in plain view of Operators and Resident Project Representative(s) and be adjusted to the reference datum, NAVD 88 (Geoid 12B). The Contractor shall use surveying equipment and methodology specified in TS-200 to achieve this vertical datum, if possible. If the Mississippi River Borrow Area(s) are out of the range of the specified equipment, the Contractor shall use measured tides to adjust dredging depth to the reference datum. Proposed tide correction methods and measurements must be submitted in the Contractor's Work Plan. The Engineer or Project Representative shall be allowed to board the dredge at any point during construction and observe dredging operations, including access to the bridge.

420.4.4 Existing Infrastructure: No hydraulic excavation may take place within five hundred feet (500') of any existing pipeline or submerged transmission line. The contact information for pipeline and utility representatives are listed in SP-11.

- 420.4.5 Maintenance: The Contractor shall maintain a stable and non-leaking dredge pipeline at all times during dredging and placement of fill. If a leak does occur, dredging shall cease, the Engineer shall be notified, and the leak shall be repaired. If requested by the Engineer, the Contractor will transport the Engineer or Resident Project Representative to the location of the leak for a visual inspection. The Engineer may require the Contractor to survey and remove all material deposited as a result of a pipeline leak at no cost to the Owner.
- 420.5 Marsh Creation: The Contractor shall convey the material dredged from the Mississippi River Borrow Area(s) into the Marsh Creation Areas.

- 420.5.1 Dredged Material Placement: Dredge material placement shall only occur after the Acceptance of the Earthen Containment Dike and Acceptance of the Marsh Creation Area Pre-Construction Survey for each respective cell.

Placement of hydraulic fill material shall be as close to the elevations and areas shown on the Plans as possible, with a maximum vertical tolerance of plus one-half foot (+ 0.5'). The target elevation for marsh creation is +2.5' NAVD88, Geoid12B. The maximum elevation is +3.0' NAVD88, Geoid12B. The Engineer reserves the right to require portions of the project area to be at or near target elevation in order to maximize the amount of emergent marsh created should funding or dredged material properties prevent the entire fill area from reaching the target elevation. The Contractor will be made aware of such situations in writing by the Engineer during Construction. Care shall be taken in placement of the marsh material due to soft in-situ soil conditions. Material placement methods in this area shall be adjusted in the field to the maximum extent possible.

The Contractor shall take all precautions necessary to prevent dredge material from flowing into adjacent properties and onto areas outside the construction limits. Any material that is deposited other than as indicated on the Plans or as approved by the Engineer may be required, by the Engineer, to be removed and deposited in approved areas at the Contractor's expense. Excess runoff of dredged material onto adjacent marshes shall be prevented by maintaining a sufficient distance from the discharge pipe to the Earthen Containment Dikes or through controlling discharge flow rates and material placement. The Contractor shall cease dredging operations if dredge material breaches or overtops the Earthen Containment Dike. The Contractor shall be responsible for the restoration of all damages to adjacent wetlands or water bodies.

- 420.5.2 Fill Sequencing: The Contractor shall begin placement of dredged material into Marsh Creation Area 1. Contractor shall then place dredged material in the following sequence: into Marsh Creation Area 2, into Marsh Creation Area 3, into Marsh Creation Area 4a (Alternate Bid #1), and into Marsh Creation Area 4b (Alternate Bid #2). Alternative fill sequences may be proposed in the Work Plan and subject to review and approval by the Engineer.

- 420.5.3 Right to Vary: The Owner reserves the right to vary the width and grade of the Marsh Creation Areas from the lines and grades shown on the Plans or observed at the Project Site in order to establish a uniform Marsh Creation Area. The Marsh Creation Area cross sections shown on the Plans are for the purpose of estimating the amount of dredged material needed and will be used by the Engineer in making

any change in the lines and grades. Quantities are estimates based on surveys conducted in 2020. Where the quantity of Work with respect to any item is covered by a unit price, such quantities are estimated quantities to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities as may be necessary to complete the Work and remain within funding limits. In the event of material overruns/underruns by less than twenty-five percent (25%), the bid unit cost will be used to determine payment to the Contractor.

- 420.5.4 Dewatering: The construction sequencing of this project shall be determined as necessary for dewatering purposes. The Contractor shall provide temporary facilities, such as turbidity screens, spill boxes, weirs, sedimentation berms, or other device necessary to dewater the material placing the Marsh Creation Areas. Temporary controls shall be removed by the Contractor upon completion of the Work at no direct pay. The Contractor shall include proposed dewatering locations and methodology in the Work Plan, which shall be submitted to the Engineer for approval prior to construction.
- 420.6 Restoration of Marsh Damages: The Contractor will be responsible for the restoration of any damages caused by unnecessary and/or careless operation during construction. Restoration may include the placement of additional dredged material to project elevations within the areas of damage at the expense of the Contractor and will be performed at the discretion and direction of the Engineer. All equipment access routes used within the Marsh Creation Areas shall be repaired by pumping additional material into the area to natural marsh elevation.
- 420.7 Acceptance: The Marsh Creation Areas will be considered for Acceptance when the marsh platform has reached and maintained an elevation between +2.5' and +3.0' NAVD88 for a period of fourteen (14) days after hydraulic dredging is terminated for the respective Marsh Creation Area. Acceptance will be based on the surveyed marsh fill elevation as per TS-200, estimated to the nearest +0.1'. At least 90% of the survey points must be within the acceptable elevation tolerance as shown on the Plans for the respective marsh creation area to be accepted. The average volume contained in each cell shall be calculated if the Process Survey elevations are Accepted by the Engineer. The volume for each cell shall be calculated using the average end area method as per TS-200, or other method approved by the Engineer. Volume calculations shall be submitted to the Engineer for verification. The Engineer shall determine whether or not to accept the in-place volume within three (3) days.

All payment surveys will be performed by the Contractor and witnessed by the Engineer or the Resident Project Representative. If the average elevation of the inspected cell after fourteen (14) days is below the **elevation of +2.5' NAVD88**, the Engineer will require the Contractor to place additional material prior to final payment. If the average elevation of the inspected cell is greater than the **elevation of +3.0' NAVD88**, the Engineer will require material to be removed at the expense of the Contractor. Should funding or dredged material properties prevent the entire fill area to reach the target elevation, the Engineer reserves the right to require portions of the project area to be at or near target elevation through use of training dikes or other such methods, in order to maximize the amount of emergent marsh created. The Contractor will be made aware of such instances in writing by the Engineer during construction.

The Contractor may request partial payments. The volume included in the partial payment

will be determined by the Process Survey cross sections for the Marsh Creation Area(s) that are submitted by the Contractor and approved by the Engineer. All surveys and visual inspections shall be performed when the Engineer or Resident Project Representative is present. The Contractor shall submit copies of all field survey data to the Engineer prior to payment for processing purposes.

- 420.8 Measurement and Payment: Payment for marsh creation will be made at the contract unit price per cubic yard of fill placed in the Marsh Creation Areas shown on the Plans for Bid Item No. 9 through No. 11 “Hydraulic Dredging and Marsh Creation (TS-420)”. The price per cubic yard for Marsh Creation Areas will be paid to the Contractor upon Acceptance of surveys and the volume calculations as specified in TS-200.

Payment will be authorized only for material placement within the Marsh Creation Areas and fill template (with tolerances) specified in TS-420.5.1. There will be no payment for placing quantities in excess of the lines, grades, and elevations shown on the Plans and stated in these Specifications. Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and Equipment for dredging, satisfactory placement of dredged material into designated areas, all operations necessary for containment and dewatering of spoil material, and performing all Work as specified herein.

- 420.8.1 Alternate Bid #1: If Alternate Bid #1 is awarded, payment shall be made at the contract unit price per cubic yard for Bid Item No. 17, “Hydraulic Dredging and Marsh Creation – MCA-4a (TS-420)” and Bid Item No. 18 “Deduct Hydraulic Dredging and Marsh Creation – MCA-3 (TS-420)”.
- 420.8.2 Alternate Bid #2: If Alternate Bid #2 is awarded, payment shall be made at the contract unit price per cubic yard for Bid Item No. 23, “Hydraulic Dredging and Marsh Creation – MCA-4b (TS-420)” and Bid Item No. 24 “Deduct Hydraulic Dredging and Marsh Creation – MCA-4a (TS-420)”.

#### TS-850 PROJECT SIGN

- 850.1 Scope: The Contractor shall furnish all of the materials, labor, and Equipment necessary to construct and install the project funding sign in accordance with the Plans and these specifications.
- 850.2 Materials: The project funding sign shall be fabricated from five-foot (5’) high by seven-foot (7’) wide by eight hundredths-inch (0.08”) thick aluminum alloy 6061-T6 sheet in accordance with Section 1015.04 of the Louisiana Standard Specifications for Roads and Bridges, 2016 edition. The sign panel shall have a blue background with white lettering and display the layout shown on the Plans. The Owner shall provide the Contractor with a digital graphic file of the sign panel layout.
- The sign posts and connections shall be fabricated and installed as shown on the Plans and in accordance with Section 1015.02 of the Louisiana Standard Specifications for Roads and Bridges, 2016 edition. All connections shall be hot-dip galvanized.
- 850.3 Installation: The project funding sign shall be installed at the location provided by the engineer.
- 850.4 Maintenance: The Contractor shall maintain the sign in good condition until Acceptance

of the Work. At the discretion of the Engineer, the Contractor shall repair or replace the project funding sign at no expense to the Owner if the project funding sign becomes damaged, stolen, or removed.

- 850.5 Measurement and Payment: No separate payment shall be made for this item. All costs associated with the project funding sign shall be included in Bid Item No. 1 “Mobilization and Demobilization”.

#### TS-1100 ABANDONED PIPELINE REMOVAL

1100.1 Scope: Several abandoned pipelines are known to exist within the Project Area and portions may require removal to allow for construction of the Equipment Access Channels. The Contractor shall obtain the required permits to conduct removal operations, and copies of the permits shall be submitted to the Engineer. The Contractor shall furnish all Materials, labor, and Equipment necessary to test, flush and capture all contents, cut, remove, cap, and properly dispose of segments of pipelines and their respective contents deemed necessary for removal by the Contractor in order to facilitate potential equipment access dredging. The pipelines shall be removed prior to dredging of the Equipment Access Corridors. The magnetometer survey data is located in Appendix H.

1100.2 Method: The Contractor shall locate, test, and remove the abandoned pipelines deemed necessary by the Contractor, in order to facilitate potential equipment access and access dredging. The Contractor shall be responsible for removing, testing, transporting, and disposing all hazardous and nonhazardous waste, Equipment, and Materials in a manner that complies with all federal, state, and local regulations. The project area shall be kept free from accumulation of waste materials and debris at all times.

The Contractor shall perform a “hot-tapping” procedure or equivalent approved by the Project Engineer, to investigate the status of the discovered pipeline(s) shown in the Plans to determine whether the lines are active or inactive. The Contractor shall submit a “Pipeline Removal Plan” within fourteen (14) days of the completion of the Pre-Construction survey. The Pipeline Removal Plan is subject to approval by the Engineer. At a minimum, the Pipeline Removal Plan shall include the following:

- Pipelines and associated lengths to be removed, tested, transported, and disposed of;
- The means and methods for hot-tapping, flushing, and disposing of the pipeline(s) and their fluids;
- The locations for installing the hot-tapping machines;
- The procedures for performing the required testing;
- Required equipment for performing the testing, and;
- Proposed access routes.

The Contractor shall provide all testing results to the Engineer for review. The Contractor shall not proceed with any subsequent items of work under this specification until sufficient evidence has been provided to the Engineer indicating that the pipeline in question is

inactive. If the pipeline is found to exhibit pressures indicating an active line, the Project Engineer shall be notified immediately and all work shall cease until further direction is provided by the Project Engineer.

Upon Engineer approval, the Contractor shall flush the pipelines in accordance with the details described in the approved Pipeline Removal Plan. All metal shall be cold-worked, including cold-cutting pipe and cold-threading flanges, until the pipeline fluids are tested for volatiles and proven to be inert, as concurred in by the Project Engineer. The Contractor shall use a pigging procedure to evacuate all fluids from the designated portions of the pipelines into approved temporary storage containers. Testing of the fluid shall be the responsibility of the Contractor and shall follow the procedures described in the Pipeline Removal Plan submitted by the Contractor.

The Contractor shall utilize the services of a state certified disposal facility for the proper disposal of the displaced pipeline fluids. All proper documentation as required for the disposal of the fluids shall be the responsibility of the Contractor. The Contractor shall submit a copy of such documentation to the Project Engineer attesting that this disposal activity has been completed in compliance with all applicable local, state, and federal laws and regulations.

Upon removal of the pipeline fluids, the Contractor shall remove the designated portion(s) of the pipeline(s) denoted in the Pipeline Removal Plan. Portions of the pipeline(s) to remain in place shall be plugged using the procedure stated in the Pipeline Removal Plan. All pipelines being removed shall also be tested for naturally occurring radioactive material (NORM) and asbestos. If any pipe is wrapped in asbestos, an asbestos abatement specific license is required to strip the asbestos off the pipe. If any materials are determined to be hazardous the Contractor shall ensure that all pipes are removed, wrapped, and properly disposed according to the Department of Environmental Quality standards is the responsibility of the Contractor. No explosives shall be allowed. Caution and care shall be taken to secure safe transportation to a disposal site.

1100.3 Equipment Access Routes: Refer to TS-330 “Equipment Access Routes”.

1100.4 Deliverables: The Contractor shall submit documentation verifying the lengths of pipeline removed, tested, transported, and disposed of, after removal of the pipeline for approval by the Engineer. This submittal shall include all other deliverables listed in TS-1100.2

1100.5 Acceptance: The Contractor will verify that the pipelines have been removed and disposed as specified in TS-1100.2, and that all deliverables listed in TS-1100.4 have been submitted and approved by the Engineer. The Contractor shall measure and record the NORM levels, presence/absence of pipeline fluids, presence/absence of asbestos, total length of pipeline removed daily, and submit all formal documentation from the disposal drop off site.

1100.6 Measurement and Payment: Payment for Pipeline Removal shall be made at the contract unit price per linear foot for Bid Item No. 12 “Pipeline Removal (TS-1100)”. Price and payment shall constitute full compensation for furnishing all labor, Materials, and Equipment necessary for proper removal, and disposal, of the Work specified herein.

### **END OF PART III – TECHNICAL SPECIFICATIONS**

**APPENDIX A: REQUEST FOR INFORMATION FORM**

**APPENDIX B: CHANGE ORDER FORM**

**APPENDIX C: RECOMMENDATION OF ACCEPTANCE FORM**

**APPENDIX D: LANDRIGHTS MEMORANDUM**

**APPENDIX E: PERMITS OBTAINED BY OWNER**

**APPENDIX F: DIRECTIONS TO BOAT LAUNCH**

**APPENDIX G: SURVEY MONUMENT DATA**

**APPENDIX H: DESIGN SURVEY REPORT**

**APPENDIX I: MISSISSIPPI RIVER GEOPHYSICAL DATA**

**APPENDIX J: GEOTECHNICAL REPORTS**

**APPENDIX K: HYDRAULIC DREDGE DATA SHEET**

**APPENDIX L: EQUIPMENT DATA SHEET**

**APPENDIX M: DAILY PROGRESS REPORT FORM**

**APPENDIX N: TEMPORARY RETAINING STRUCTURE (TRS) REQUIREMENTS**

**APPENDIX O: DREDGING PLAN TEMPLATE**

**APPENDIX P: DAVIS BACON ACT**

**APPENDIX Q: SUBCONTRACTOR REPORT**