

**BID DOCUMENTS  
FOR  
LOUISIANA SWAMP  
BASE FLOATING DOCK  
AT-25**

**ST. MARTIN PARISH, LOUISIANA**



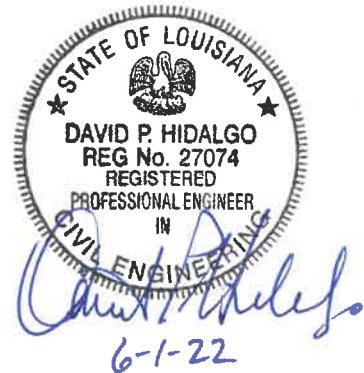
**STATE OF LOUISIANA  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY**

**JUNE 2022**

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AUCOIN & ASSOCIATES, INC.  
P.O. BOX 969  
EUNICE, LA 70535



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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., September 7, 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: **Louisiana Swampbase Boat Dock  
St. Martin Parish, Louisiana**

PROJECT NUMBER: **AT-0025**

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: [cpa.bidding@la.gov](mailto:cpa.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**

**2:00 PM on August 23, 2022 via Zoom webinar at: <https://us06web.zoom.us/j/84185852002>**

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: 215-861-0674; Conference code: 5918836

Contact Bevin Barringer at (225) 342-4525 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; Highway, Street and Bridge Construction; Specialty: Wharves, Docks, Harbor Improvements and Terminals.** 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 ninety (90) consecutive calendar days subject to such extensions as may be granted under Section GP-44 in 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 Hundred) Dollars (\$ 500.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

## ARTICLE 1

### DEFINITIONS

1.1 The Bid Documents include the following:

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

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

1.3 Addenda are written and/or graphic instruments issued by the Architect 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 Job Site Visit, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the entire Pre-Bid Conference 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 Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

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

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

### ARTICLE 4

#### BID DOCUMENTS

##### 4.1 Copies

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

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

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

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

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

##### 4.2 Interpretation or Correction of Bid Documents

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

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

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

#### 4.3 Substitutions

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

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (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, if given, is 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 shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

#### 4.4 Addenda

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

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

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

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

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

### ARTICLE 5

#### BID PROCEDURE

##### 5.1 Form and Style of Bids

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

5.1.2 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 La. 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 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 a 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 bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

### ARTICLE 6

#### CONSIDERATION OF BIDS

##### 6.1 Opening of Bids

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

##### 6.2 Rejection of Bids

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

### 6.3 Acceptance of Bid

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

## ARTICLE 7

### POST-BID INFORMATION

#### 7.1 Submissions

7.1.1 The Contractor shall submit 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 responsible for actions or inactions of Subcontractors and/or material suppliers.

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

7.1.3 The lowest responsive and responsible bidder shall submit to the Architect and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be

one that has received prior approval or is named in the specifications.

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 Facility Planning and Control within 10 days after the opening of bids.

## ARTICLE 8

### PERFORMANCE AND PAYMENT BOND

#### 8.1 Bond Required

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

## 8.2 Time of Delivery and Form of Bond

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

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

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

## ARTICLE 9

### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 9.1 Form to be Used

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

#### 9.2 Award

9.2.1 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 the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

**BID FOR:** Louisiana Swamp Base  
Floating Dock  
AT-0025  
St. Martin Parish, LA  
(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: Aucoin & Associates, Inc. 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:

\_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ N/A \_\_\_\_\_)

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

\_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ N/A \_\_\_\_\_)

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

\_\_\_\_\_ N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ N/A \_\_\_\_\_)

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

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

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

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

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

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

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

## **THE 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 R.S. 38:2218(A) attached to and made a part of this bid.

# 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 than 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:

Louisiana Swamp Base Floating Dock (AT-0025) St. Martin Parish, Louisiana

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)

**PROJECT NAME: LOUISIANA SWAMP BASE**  
**FLOATING DOCK, ST. MARTIN PARISH, LA**  
**Name of Project**

**AT-0025**  
**Project No.**

**STATE OF** Louisiana

**PARISH OF** St. Martin

**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.
- 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.

**PROJECT NAME: LOUISIANA SWAMP BASE**  
**FLOATING DOCK, ST. MARTIN PARISH, LA**  
**Name of Project**

**AT-0025**  
**Project No.**

**L.A. 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 \_\_\_\_\_, 2022, 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. AT-0025

Project Name Louisiana Swamp Base Floating Dock, St. Martin Parish, Louisiana

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 \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

NAME \_\_\_\_\_

LOCATION: \_\_\_\_\_

### AFFIDAVIT

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

#### PART I.

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

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

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

#### PART II.

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

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

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

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

AFFIANT

\_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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: 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.



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- 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.

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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 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,

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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

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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.

GENERAL PROVISIONS  
REVISED May 2020

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 Work to be performed is located at the Louisiana Swamp Base Camp in Henderson, LA. The project location is depicted in the plans.

The Work Site is owned by Louisiana Swamp Base, and access shall be coordinated with them prior to beginning construction. Contact information is provided within these Plans and Specifications.

### SP-2 WORK TO BE DONE

The Louisiana Swamp Base Floating Dock (AT-0025) Project includes improvements to an existing boat dock. The proposed dock system includes the installation of two (2) new floating docks, one dock approximately 100 ft. long by 10 ft. wide and another L shaped dock approximately 100 ft. long by 10 ft. wide with a 50 ft. long by 10 ft. wide L at the end. Each dock will include a hand cranked spud and a wheeled access gangway for ease of movement with fluctuating water levels. The new docks and gangways shall comply with the current edition of the ADA Accessibility Guidelines, Chapter 10: Recreational Boating Facilities.

- A. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings, all as prepared by Aucoin & Associates, Inc.
- B. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration, including restoration of vegetative cover required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all Federal, State, and local codes which are applicable to the proposed construction work.

### SP-3 BID ITEMS AND CONTRACT DATES

The project will be bid as a lump sum project. There are no specific bid items for the work. Consequently, only page one (1) of the Louisiana Uniform Public Work Bid Form is included.

Milestone	Location or Recipient	Date Due	Specification
Advertisement For Bids	Publications	As advertised	N/A
Non-Mandatory Pre-Bid Conference	Provided in Advertisement for Bids	As advertised	Advertisement for Bids
Questions on Bid Documents	Submit to Engineer	As Announced at Pre-Bid Conference	GP-5
Effective Date of Contract	Contractor and Owner	Stated in Contract	Contract
Start of Contract Time	Contractor and Owner	As stated in Notice to Proceed	GP-7
List of Subcontractors	Submit to Engineer	Prior to awarding subcontracts	GP-19
Work Plan	Submit to Engineer	At least 14 days prior to Pre-Construction Conference	GP-8
Progress Schedule	Submit to Engineer	At least 14 days prior to starting construction, bi-weekly thereafter	GP-9

Daily Progress Report	Submit electronically to CPRA	Daily	GP-10
Pre-Construction Conference	Contractor and Engineer	As determined by the Engineer after Notice to Proceed is issued	GP-14
Progress Meetings and Reports	At Project Site	Daily or as determined at the Pre-Construction Conference	GP-13, GP-39
Date(s) the Equipment are on Premises	Submit to Engineer	30 days after receipt of Notice to Proceed	SP-4
Pre-Construction Survey	N/A	N/A	N/A
Start of Work	Submit to Engineer	2 weeks after equipment has arrived on site	SP-4
Process Surveys	N/A	N/A	N/A
Delivery Slips	Submit to Engineer or Resident Project Representative	Upon arrival to Project Site	SP-4
Final Inspection and Acceptance	Submit to Engineer	Upon completion of Work	GP-53
As-Build Drawings	Deliver to Engineer	Prior to Final Inspection as scheduled by the Engineer	GP-54
Written Notice of Completion of Work	Deliver to Engineer	Upon completion of Work	GP-53
End of Contract Time	At Project Site	As noted in Instructions to Bidders	Instructions to bidders

#### SP-4 DELIVERABLES

- 4.1 Prior to Construction: The contractor shall submit the following documents to the engineer prior to the Pre-Construction Conference specified in GP-14:
  - 4.1.1 Work Plan as specified in GP-8;
  - 4.1.2 Progress Schedule as specified in GP-9;
  - 4.1.3 Copy of typical Daily Progress Report as specified in GP-10.
  - 4.1.4 Hurricane and Severe Storm Plan as specified in GP-11;
  - 4.1.5 Sample Invoice;
  - 4.1.6 Health and Safety Plan as specified in GP-12;
  - 4.1.7 Records of communication between the Contractor and private property owners, pipeline operators, government agencies, etc.
  - 4.1.8 The estimated duration of operations;
  - 4.1.9 The anticipated date(s) for site layout and staking;
  - 4.1.10 The anticipated initiation of equipment at the work location;
  - 4.1.11 Schedule of Values
- 4.2 During Construction: The Contractor shall provide the following information to the Engineer during construction:
  - 4.2.1 Daily Progress Reports as specified in GP-10. Details shall include a daily record of work performed such as duration of activities, Field or Change Orders, compliance with the approved Work Schedule, weather conditions

(wind speed and direction, temperature, seas, sky conditions, and precipitation), and non-working days which shall be included with the weekly reports of progress. The daily reports shall be submitted Electronically to CPRA on a daily basis.

- 4.2.2 Progress Scheduled as specified in GP-9;
- 4.2.3 Copies of all inspection and monitoring reports;
- 4.2.4 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;
- 4.2.5 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.

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

#### 4.3 Post Construction

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

- 4.3.1 Copy of the Contract Documents at the site in proper order and marked to show all Field and Change Orders made by the Owner;
- 4.3.2 Construction survey drawings as indicated in the General Provisions and Technical Specifications showing the location of project features. Any lines, points, polygons, or other shapes used to specify the location must be accompanied by GPS data. As-built information shall be red-lined on project plans. The markups can be electronically submitted on the original plans provided.

#### SP-5 CONTACT INFORMATION

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

150 Terrace Avenue Baton Rouge, La. 70802  
P.O. Box 44027  
Baton Rouge, La. 70804-4027  
225-342-1150 (Phone)  
225-800-5599 (Fax)  
Email: [cpa.bidding@la.gov](mailto:cpa.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 Engineers are listed as follows:

CPRA Project Engineer Bevin Barringer, P.E.  
The Water Campus  
150 Terrace Avenue  
Baton Rouge, LA 70802

225-342-4525 (Phone)  
Email: Bevin.Barringer@la.gov

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

#### SP-6 LANDOWNER REQUIREMENTS

The Owner is providing temporary easement, servitude, and right-of-way agreements required for construction of the Project as outlined in Article II of the Cooperative Endeavor Agreement provided in Appendices of these specifications. The Contractor will work cooperatively with the Owner to abide these conditions and provide notification to the landowner prior to accessing the site. Contact information is provided below:

Louisiana Swamp Base, Inc.  
Contact: Ben Pierce, Executive Director  
Phone: 337-235-8552

Contractor shall also acquire a list of all users of the boat launch from the owner and coordinate construction activities (including access or limitation of work times) with such users.

#### SP-7 PROTECTION OF WORK

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

#### SP-8 WORK PLAN SUPPLEMENTAL

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

- 8.1 The types of equipment the Contractor proposes to use for delivering equipment and transporting materials, personnel, etc.
- 8.2 The estimated Work Schedule that shows the planned schedule of dates and time lines for the major elements of work required to complete the Work described in these Specifications, including but not limited to the anticipated dates of the following:
  - 8.2.1 The anticipated dates equipment is to be delivered to project site
  - 8.2.2 The anticipated date(s) for the site layout and staking;
  - 8.2.3 The anticipated initiation of major work items.
  - 8.2.4 The estimated duration of construction operation.

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

#### SP-9 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of fifteen hundred dollars (\$1,500) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

#### SP-10 COMMENCEMENT, EXECUTION AND COMPLETION

The Contractor shall be required to attend a pre-construction conference under the Contract immediately following the Notice to Proceed from the Owner and before the work begins.

Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time limit specified.

#### SP-11 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

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

- 11.1 The weather experienced at the Project Site during the Contract Time must be found to be unusually severe; that is, more severe than the adverse weather anticipation for the Project Site during any given month as listed in GP-9;
- 11.2 The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor. Throughout the Contract, the Contractor will record on the Daily Progress Report, the actual occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month) be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of anticipated days, the Engineer may grant an extension of Contract Time, giving full consideration for equivalent fair weather work days, in accordance with GP-44.

#### SP-12 SITE ACCESS

The Contractor shall visit the Project Site and determine the best unloading and staging locations. Transportation from the unloading and staging locations to the excavation and placement areas may be limited to specific access corridors approved and by the Engineer and the Contractor during construction. The Contractor shall verify the types of equipment necessary for accessing the site and completing the Work as specified.

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

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

#### SP-13 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.

### 13.1 Minimum Scope and Limits of Insurance

#### 13.1.1 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.

#### 13.1.2 Commercial General Liability

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

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

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

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

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

#### 13.1.3 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 nonlicensed motor vehicles and/or watercraft are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of any such vehicles.

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



#### 13.1.4 Excess Umbrella

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

13.1.5 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.

#### 13.1.6 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.

### 13.2 Other Insurance Provisions

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

#### 13.2.1 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.

#### 13.2.2 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.

#### 13.2.3 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.

#### 13.2.4 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.

#### 13.2.5 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 # AT-0025

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.

#### 13.2.6 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.

#### 13.2.7 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.

#### 13.2.8 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.

## END OF PART II – SPECIAL PROVISIONS

### **PART III - TECHNICAL SPECIFICATIONS**

#### **TS-1 MOBILIZATION**

##### **DESCRIPTION:**

This work consist of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to the project site; the establishment of offices, buildings and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

##### **MEASUREMENT AND PAYMENT**

##### **PAYMENT:**

- A. When the contract does not include a pay item for mobilization, no direct payment will be made for mobilization.

## PART III – TECHNICAL SPECIFICATIONS

### TS-2 CONCRETE FLOATING DOCK SYSTEM

#### 1. GENERAL

##### 1.1 THE SCOPE

The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor, supervision, fabrication, assembly, and installation of a complete concrete float system.

##### 1.2 CONTRACTOR SITE INSPECTION

The Contractor shall examine the jobsite before preparing his shop drawings to verify all physical conditions and surroundings.

##### 1.3 TECHNICAL

The following specifications are based upon the use of a Bellingham Marine concrete floating dock. The material, products and equipment described establishes a standard of required function, dimension, appearance and quality to be met. Equivalent products will be acceptable, but only with written prior approval as described in the Instruction to Bidders, Section 4.3 Substitutions.

The flotation system shall consist of modular sections designed in such a manner that modules may be replaced with standard modules in case of repairs. Float modules shall be structurally connected by a treated timber waler system that will allow replacement without affecting the float modules. Connection methods that create structural failure of the float module when over stressed will not be allowed. Concrete float modules must have concrete cover for protection on all six sides. Floats without concrete bottoms will not be allowed. Minimum concrete deck, bottom and wall sections shall be as follows:

Deck 2.00"

Walls 1.50"

Bottoms 1.25"

Sufficient flotation shall be provided to support a live load of fifty (50) pounds per square foot of deck area with a minimum freeboard of six (6) inches.

Freeboard under dead load only shall not be less than seventeen (17) inches or exceed twenty (20) inches.

Contractor should exercise caution to insure that all dead loads are accurately determined and included in buoyancy calculations. These loads should include appropriate safety factors if used and any specific manufacturing considerations that will affect the final freeboard.

Dead loads shall consist of the floats, framing, waler system, attachment steel, miscellaneous connection devices, and all other permanently attached equipment such as utilities, boxes, fire protection equipment, etc.

Special floats must be designed to support the additional concentrated loads as imposed by gangways, transformers, or other equipment. Floats with special loadings shall have the same freeboard as floats with no such loading, so that there will be **no** residual stresses or tilting when such floats are interconnected unless specifically approved by the float system engineer.

The weight of lumber for these calculations shall be assumed at no less than forty (40) pounds per cubic foot.

Walking surface of concrete floats shall be level and flush with respect to the adjacent floats.

Floats shall be designed to float level under dead load only. The decks of the floats shall be within the followings tolerances of being level:

- Maximum transverse slope for main floats: two (2) inches per ten (10) feet of width
- Maximum longitudinal slope: two (2) inches per ten (10) feet

Flotation units shall be located within the structure so as to be capable of supporting a 300-pound point load moving in any area on a float without excessive rolling or tilting on the dock. When a 400-pound load is applied one foot from the end of the finger, that finger will lose no more than four inches of freeboard. When a 300-pound load is applied to on one outer corner of the finger there should be no more than 2 inches in freeboard differential per three feet of width between the outer corners of the finger. This should be done once the system is totally connected and in its final intended condition.

Float and anchorage systems shall be designed for the following load cases as a minimum:

- Wind pressure of 15 PSF (77 MPH fastest mile wind at 33 feet standard elevation, Exposure C, per ASCE 7-93) acting on the projected area of all docks and moored vessels assuming full occupancy of the marina.
- Minimum current pressure of 0 PSF (0 feet per second current velocity) acting on the projected area of all docks and moored vessels assuming occupancy levels will reflect those expected during the flood season.

Vertical wave loads, as they exist at the specific site.

- Lateral wave loads for waves having a significant wave heights exceeding one foot if they are expected to occur at the specific site.

- Load cases should be combined based upon the probability of simultaneous occurrence of the events.
- Lateral pile loads at the maximum surge level.

#### 1.4 STANDARDS

All docks, structures and components must be designed per one of the following codes or authorities, depending upon the application:

UBC (Uniform Building Code)  
 SBC (Standard Building Code)  
 MBMA (Metal Building Mfg. Assoc.)  
 BOCA (Building Official Congress of America)  
 City/State/County Building Code  
 Army Corps Manual SR-2  
 ASTM Standards  
 AISI (American Iron and Steel Institute)  
 AISC (American Institute of Steel Construction)  
 AWWA (American Wood Preservers Assoc.)  
 PCI (Prestressed Concrete Institute)  
 CRSI (Concrete Reinforcing Steel Institute)  
 All dock structures shall comply with the latest revision of ADA Accessibility Guidelines, Chapter 10: Recreational Boating Facilities

#### Parameters

- Wind load calculations shall be based on an average vessel profile height equal to 15% of the slip length.
- Current load calculations shall be based on the average vessel draft determined by the intended vessel types.
- Calculations are to be performed for wind and current loads both parallel to and perpendicular to the slips.
- Full wind and current loads shall be applied to all exposed vessels. To account for sheltering effects, 15% of the full load shall be applied to all vessels sheltered by the exposed vessel.
- Calculations shall assume that any given boat/slip may be exposed during a design event.
- Allowable material stresses shall be based on the latest edition of the Uniform Building Code.

#### 1.5 DRAWINGS

Prior to fabrication or construction, the Contractor shall furnish sufficient information to describe his floating dock system, and shall submit complete shop drawings and calculations for approval by the Owner. Dock and anchorage drawings and calculations shall be affixed with the appropriate stamps and signatures of a registered professional coastal engineer, maintaining professional liability insurance with a minimum policy limit of \$2,000,000. The engineer of

record shall seal all drawings with a stamp identifying him or her as a registered professional engineer licensed in the state in which the project is located. The engineer shall have designed at least ten previous marina projects of a size and function similar to this project that has been in use for a minimum of five years.

Shop drawings shall show the layout of the dock system, layout of complete mooring/anchoring system, details of all connections, waler sizing and splice pattern, anchorage connections, utility routings and all other details necessary and pertinent to the construction of the floating dock system.

## 1.6 CALCULATIONS

All design calculations shall assume that all slips are occupied, that any individual slip may be exposed during a design event and that all reasonable dead loads have been incorporated into the system.

Once the loads are determined by the applicable codes listed above, the design and calculations shall be prepared in accordance with AISI and AISC specifications and guidelines.

All engineering and calculations shall be done in accordance with these guidelines using the appropriate allowable capacities and safety factors. Calculations are to be stamped by a registered professional coastal engineer, maintaining professional liability insurance with a minimum policy limit of \$2,000,000. The engineer of record shall seal all calculations with a stamp identifying him or her as a registered professional engineer licensed in the state in which the project is located. The engineer shall have designed at least ten previous marina projects of a size and function similar to this project that has been in use for a minimum of five years.

In addition to sizing all members for these codes and specifications, the following calculations shall be submitted as a minimum for the dock system:

- Anchorage attachment points to insure reactions shall be appropriately and rationally distributed throughout the system.
- Finger lateral loads from current and wind in the shielded and unshielded condition for each finger length.
- Calculations will provide transfer assumptions for both cantilever and non-cantilever type fingers, including fingert-to-walk connections.
- Overall system loads under full occupancy with consideration for shielding factors and deflections of the system and its effects on anchor loading.
- Anchorage system capacity for individual and overall load considerations.
- If anchor piling are utilized for mooring, the special design information should include:
  - Pile size and cross section
  - Overall pile length
  - Minimum embedment



- Vertical loading due to wave action and live load requirements including both walkways and fingers.

## 1.7 QUALITY ASSURANCE

The manufacturer must have an ongoing quality management system. This quality system must be regularly assessed and currently certified as meeting the ISO 9001 Standard. The scope of this certification must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. The registrar providing this certification must be accredited according to EN 45012.

All steel fabrication and welding will be performed in a facility currently certified as meeting the ISO 9001 Standard. All structural steel welders shall be qualified in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code.

All structural steel welding shall be completed in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code-Steel, and utilizing 0.035 welding wire AWS A5.18, AWS E70S-6.

All aluminum welding shall be completed in accordance with requirements of ANSI/AWS D1.2 Structural Welding-Aluminum, utilizing 3/64" ER4043 Welding Wire, ANSI/AWS A5.10.

## 2. MATERIALS

### 2.1 GENERAL

The Contractor shall submit for approval by the Owner, all items he intends on using for the construction of this project, as well as any alternate materials.

The Owner will be allowed access to all sites where materials pertaining to this contract are manufactured or constructed for purposes of inspection.

Materials delivered and stored at either the manufacturing facility, staging area, or jobsite shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage.

### 2.2 CONCRETE FLOATS

#### Manufacturing

The float manufacturer has a minimum of five (5) consecutive years' experience in the design and manufacturing of concrete floats as their primary business.

The manufacturing facility must have an ongoing quality management system. This quality system must be regularly assessed and currently certified as meeting

the ISO 9001 Standard. The scope of this certification must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. The registrar providing this certification must be accredited according to EN 45012.

Float modules shall be cast monolithically in a single pour. There shall be no cold joints of any type. All modules are to have concrete bottoms and walls.

Float modules shall have a minimum deck thickness of 2" inches and a minimum side wall, end wall thickness of 1-1/2" and bottom thickness of 1-1/4" inches.

### Forms

Floats shall be cast in steel forms, with a smooth, true surface.

Forms shall be designed in such a way to prevent unsightly finished surfaces or definite lines that could result in crack planes. Any rough edges, form marks, or defects shall be cleaned, ground smooth, or patched.

Float forms shall have a tolerance of not more than 1/4 inch from the dimensions shown on the shop drawings. Floats cast from forms more than 1/2" out of square (when measured diagonally) shall be rejected.

Concrete shall be vibrated internally and/or externally to assure a smooth dense finish. The placement will be such that the concrete float is monolithic with no cold joints in any part of the finished float.

### Concrete Mix Design

Prior to the manufacturing of any flotation units, the concrete mix design shall be approved by the Owner.

Concrete shall have a minimum twenty-eight (28) day compressive strength of 5000 psi, per ASTM C-94. Floats made of concrete with less than specified strength may be rejected by the Owner.

The mix shall contain a minimum of 611 pounds (six and one-half sacks) of Portland cement per cubic yard, either Type I or Type II modified, and low alkali. Type III cement may be used if the Tri-Calcium Aluminate of the cement is certified by the manufacturer to be between five (5) and eight (8) percent, and alkali content (Na<sub>2</sub>O) and (K<sub>2</sub>O) is less than 0.6 percent.

Concrete for the flotation units shall contain polypropylene fibrous reinforcement in the deck area at a rate recommended by its supplier.

The theoretical concrete unit weight shall not be more than 120 pounds per cubic foot.

Coarse and fine aggregates shall conform to ASTM C-33-86, ASTM C-330 lightweight aggregates for structural concrete.

All concrete shall be air-entrained from four (4) to seven (7) percent and shall be tested in accordance with ASTM C-138, C-173, or C-231.

Water/cement ratio shall not exceed 0.45 for light-weight concrete.

Slump range shall be three (3) inches to six (6) inches when tested in accordance with ASTM C-143-78.

#### Concrete Testing

All concrete testing shall be done under the guidance by certified personnel. Certification shall be in accordance with the National Ready Mix Concrete Association guidelines or equivalent. All concrete testing methods shall be done in accordance with the respective ASTM specifications.

Four (4) compressive test cylinders shall be taken daily per mix, cured, and tested by either an independent testing laboratory or by an on-site, Owner approved, certified testing facility. Test results will be submitted on one (1) each, seven (7) day; one (1) each, 14 day, one (1) each, twenty-eight (28) day; and one (1) hold cylinder.

Unit weight and entrained air tests will be taken daily from the same material sample used for the compressive test cylinders.

Daily concrete cylinder test reports shall be submitted to the Owner on a job complete basis. All concrete testing shall be done at the Contractor's expense.

#### Concrete Reinforcement

Galvanized welded wire fabrication used as concrete reinforcement shall be 2" X 2" - 14/14. Welded wire fabric is required in the deck and the bottom sections with a minimum of a two (2) inch return to the sides and ends. Where splicing occurs, the overlap will be a minimum of four (4) inches. Galvanized wire mesh shall meet ASTM A-185.

Reinforcing steel bars shall be grade 40 or 60, conform to ASTM 615, and shall be epoxy coated in accordance with ASTM A775 or galvanized in accordance with ASTM A 767.

### Expanded Polystyrene Core (EPS)

The closed cell expanded polystyrene core used inside the concrete unit shall meet Federal Specification C-578-85, which superseded Federal Specification HH-I-524C. The expanded polystyrene core must be fully encapsulated by concrete (all six sides).

The foam shall weigh between .95 and 1.10 pounds per cubic foot. EPS to have a maximum absorption of three (3) percent by volume as tested by ASTM Method C-272.

The foam core shall be held in a true position during the casting operation with an allowable variation of 1/8 inch from the dimensions shown on the shop drawings.

Foam billets will have a dimensional tolerance of plus 0.125 inch and minus 0.125 inch.

Foam core may not have more than ten (10) percent reground EPS foam material. Reground foam pieces shall not exceed 3/8 inch in diameter.

Foam core shall be made up of not more than four (4) laminated sections.

The laminated foam core shall be glued with low solvent glue, and shall be strapped to prevent delamination during transportation and handling.

No horizontal lamination may occur in the upper ten (10) inches of the foam core.

### FRP Thru-Rod Connections

The minimum dimension for all thru-rods for structural attachment is 3/4-inch thread diameter.

All thru-rods shall be placed within PVC sleeves cast in the float units. The maximum inside diameter of PVC shall not exceed 7/8 inch.

All cast in inserts will be stainless steel, 3/4-inch diameter, with a welded loop or horizontal restraining bar.

Walers shall be securely fastened to the concrete floats using fiber reinforced plastic (FRP) of high strength pultruded rods. At the time of manufacture the pultruded tie rods shall meet the following specifications:

1. Profile Dimensions and Tolerances
  - a. Diameter  $0.782 \pm 0.008$  in
  - b. Nominal weight  $0.405 \text{ lb/ft} \pm 5\%$  (weight is for rod before grinding)
  - c. Density (nominal)  $125 \text{ lb/ft}^3 \pm 5\%$
  - d. Cut length Customer advised length  $\pm 0.1$  in up to 6.6 ft lengths  $\pm 0.2$  in for lengths above 6.6 ft.
  - e. Straightness Customer advised length  $\pm 0.1$  in up to 6.6 ft lengths  $\pm 0.2$  in

for lengths above 6.6 ft.

2. Raw Materials
  - a. Matrix based on hybrid epoxy vinyl ester resin
  - b. ECR Glass
3. Resin matrix properties
  - a. Glass transition temperature of resin
  - b. Onset reaction temp  $\geq 212^{\circ}\text{F}$
  - c. Heat of cure  $\geq 72 \text{ kJ/lb}$
  - d. Peak Exotherm  $\geq 248^{\circ}\text{F}$
4. Reinforcement properties
  - a. Direct roving's, Boron-free ECR glass ASTM D5780
  - b. Single filament tensile Strength 450 to 550 ksi, ASTM D2101
  - c. Young's modulus 11.5 to 11.7 msi Sonic method
5. Physical Properties
  - a. Transverse shear  $> 13.5 \text{ kip}$  (single sided shear), ASTM D7617/D7617M
  - b. Nut pull off strength  $> 15.7 \text{ kip}$ , In house test
  - c. Dynamic Flexural Modulus  $> 6 \text{ msi}$  ASTM E1640
  - d. Moisture absorption  $< 0.1\%$ , ASTM D570 Method 7.1
  - e. Glass transition temperature of finished rod measured by Dynamic Mechanical Thermal Analysis  $284^{\circ}\text{F}$  Storage modulus curve
  - f.  $320^{\circ}\text{F}$  Tan $\delta$  curve peak ASTM E1640
  - g. Cure Ratio  $>95\%$  CSA S870-10
6. Other
  - a. Color - Dark Grey
  - b. Surface finish - Surface to be free from cracking, loose fibers and blistering.
7. A test certificate for each production batch shall include:
  - QA/QC Inward Raw Materials

- Glass type
- Resin type
- Resin release number
- Incoming Resin QC Differential Scanning Calorimeter (DSC)
- Test & Analysis (ASTM E1356)
- Onset reaction temperature
- Heat of cure
- Peak exothermic
- Glass transition temperature (T<sub>g</sub>)
- QA/QC Product and Production
- Surface finish
- Diameter (Ø)
- Product glass transition temperature (T<sub>g</sub>)(ASTM E1640)
- Nut pull off strength
- Transverse shear strength
- DSC and DMTA Thermogram graphs

All bolted connections shall include ¾" (nominal) nylon nuts manufactured from a high toughness 50% glass filled nylon 6, and contain high quality UV stabilizers for maximum longevity.

A minimum of four (4) thru-rods per float unit are required, with a minimum average of one (1) thru-rod per two (2) lineal feet of float length. The quantity and configuration of the thru-rods will be determined by the float system structural engineer's load calculations on each dock section.

Thru-rods shall be placed through each float unit within six (6) inches of each end of that unit, and within six (6) inches of each lumber splice.

No connecting device shall protrude beyond the fascia into the berth area. Any connecting device protruding above the surface of the deck shall have a low, rounded profile.

All nuts at triangle frame connections shall Bracket ¾" (nominal) Nylon Nuts. Nuts at the triangle frame shall be re-tightened immediately before receiving utility covers.

#### Deck Finish

The float deck surface shall be trowel finished with a steel trowel and a slip-resistant finish applied transversely to the walking surface.

Contractor shall establish finishing methods and procedures to insure an even and consistent broom or screed finish on all deck surfaces.

All top edges shall have a 3/8 inch tooled radius with a minimum 1-1/2 inch wide smooth hard steel finished face.

Outside top edges and corners shall be filed smooth.

All work shall be performed by persons experienced and skilled in their trade.

#### Curing, Handling, and Storage

Except as otherwise approved, floats shall be cured for a minimum of seven (7) days or until they have reached 80% of design strength before transporting or assembling.

The Contractor shall select his own method of curing and be responsible for the result, except that all curing shall include the application of a curing compound as soon as practical after finishing and that the concrete modules be placed under cover with complete protection from direct sunlight, wind, and freezing for a period of three (3) days or until they have reached 70% of design strength.

Curing compound referenced shall meet the following requirements:

- Must be a balanced combination of sodium, potassium and meta silicate compounds with a surface reducing agent.
- Must not contain any chlorides, waxes, resins or oils.
- Must not separate or settle out.
- Must not leave a residue on the concrete that would prevent the application of sealers or epoxies.
- Must combine chemically with the free lime in concrete to form a barrier to reduce moisture evaporation to a level that allows the complete hydration of the concrete.

Contractor shall take care in establishing handling methods to avoid damage to floats during form removal, storage, assembly, and installation. Storage of flotation units shall be on level surfaces, and it shall be the responsibility of the Contractor to determine how high to stack units to avoid damage. Care shall be taken to avoid damage caused by over-stacking.

Floats shall be protected against damage from any cause.

Any damaged units shall be rejected and removed from the assigned job.

### Cracks

Concrete cracking shall be minimized through proper design and control methods. However, it is typical for precast concrete to develop cracks. The structural nature of concrete is that the concrete must crack in order to mobilize the steel reinforcing.

Cracks that are determined to be structural in nature by the float system design engineer and not located in the deck of the module shall be V-cut out and patched with a non-shrink patching compound approved by the engineer. Cracks that are determined to be structural in nature by the float system design engineer which are located in the deck of the float module shall be patched in accordance with methods and materials approved by the owner and the design engineer on a case by case basis.

The design engineer shall determine if excessive cracking in a single flotation unit shall be cause for rejecting that unit. Rock pockets exceeding one (1) inches in

diameter and/or 1/2 inch in depth and/or honeycombing, shall be patched with an approved non-shrink grout of a color similar to the cured concrete. Any pockets which expose mesh or rebar shall be chipped out, cleaned, and filled with an approved epoxy patching compound.

#### Float Weight

The weight of the complete flotation units shall not vary from the theoretical weight or mean weight of all similar units by more than six (6) percent.

Submit program to verify actual float weights, quantity to be weighed, and method of record keeping.

#### Float Identification

All floats are to be clearly identified on one side between the bottom of the waler and the waterline with the date of manufacture, specific float type, and job number.

### 2.3 LUMBER

All timber walers and structural lumber shall be of Southern Yellow Pine; "No. 1" or better in accordance with either the Southern Pine Inspection Bureau or the Timber Products Inspection Bureau grading rules. Lumber shall be fabricated accurately to provide uniform gaps and butt joint connections. Lumber splices shall not exceed 1/2 inch between adjoining ends.

All walers, fascia, spacers, plywood, or any other member, which is subject to foot traffic, shall be flush with the concrete walking surface.

### 2.4 LUMBER TREATMENT

All lumber shall be pressure preservative treated with CCA or ACZA to .6 pound retention after fabrication.

All lumber, with the exception of laminated beams, will be cut to length and all holes drilled prior to pressure treatment as far as is possible.

Tie bands used for delivery must have plates between the bands and the wood to prevent crushing. Bundle identification shall be done so as not to stain lumber surfaces.

### 2.5 STEEL

All structural steel channels, angles, and plates shall be fabricated from mild steel conforming to ASTM A-36, and shall be hot dipped galvanized after fabrication.

All steel fabrication and welding will be performed in a facility currently certified as meeting the ISO 9001 Standard. All structural steel welders shall be qualified in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code.



All structural steel welding shall be completed in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code-Steel, and utilizing 0.035 welding wire AWS A5.18, ABS ER70S-6.

All aluminum welding shall be completed in accordance with requirements of ANSI/AWS D1.2 Structural Welding-Aluminum, utilizing 3/64" ER4043 Welding Wire, ANSI/AWS A5.10.

## 2.6 GALVANIZED COATING

A hot dipped galvanized coating shall be required on all thru-rods, bolts, miscellaneous hardware, cleats, steel plates, angles, and shapes in accordance with either ASTM A-123 or ASTM A-153 as the process applies to the specific material.

Zinc coating thickness to be a minimum of three (3) mils.

## 2.7 HARDWARE

Bolts, nuts, washers, and thru-rods shall be mild steel, in accordance with ASTM A-307, and have a minimum of 1-1/2 inch of thread. All hardware shall be hot dipped galvanized in accordance with ASTM A-123.

Washers shall be used with all nuts and bolts, which bear on wood or steel.

Round plate washers shall be used on all thru-rods bearing on wood surfaces. Cut washers shall be used on all surfaces bearing on steel surfaces.

## 2.8 WELDMENT AND TRENCH COVER PANELS

Cover panels, which provide continuous walking surfaces with the concrete deck, shall be of medium-density copolymer polyethylene or FRP, specially formulated to provide toughness and durability in a marine environment. The plastic shall contain UV stabilization for optimum performance in direct sunlight and weigh a minimum of .0342-lbs/cubic inch. The material shall be fabricated with a non-slip surface molded in the panels.

## 2.9 GANGWAY

All materials for gangway shall be marine grade aluminum.

All gangway fasteners shall be stainless steel.

Aluminum gangway shall comply with the latest revision of the ADA Accessibility Guidelines, Chapter 10: Recreational Boating Facilities.

**END OF SECTION**

# APPENDIX

## PERMITS & LANDOWNER AGREEMENT



## ATCHAFALAYA BASIN LEVEE DISTRICT

P. O. Box 170  
Port Allen, Louisiana 70767-0170

Phone (225) 387-2249  
Fax (225) 387-4742

September 16, 2021

Mr. Brandon Muller  
GeoEngineers  
11955 Lakeland Park Blvd., Suite 100  
Baton Rouge, LA 70809

Dear Mr. Muller,

This will acknowledge receipt of your letter dated May 5, 2021, on behalf of Boy Scouts of America, concerning permission to construct two docks on spuds, approximately 235 feet on the floodside of the West Atchafalaya Basin Protection Levee, vicinity of levee station 2984+51, at Henderson, Louisiana, in St. Martin Parish.

This request has been examined by the Coastal Protection and Restoration Authority of Louisiana and no objection was offered, therefore this letter of no objection is hereby granted, provided that the proposed work is performed in accordance with the above mentioned letter and accompanying location map: provided also

1. This Letter of No Objection is only for stated work within or adjacent to the Levee District right-of-way, and must be accomplished in accordance with the details set forth in the applicant's request and the conditions contained herein. Any changes to the limits or scope of the proposed work must be submitted for additional review. The Levee District must be contacted in writing prior to commencement and at the end of activities. The applicant is responsible for obtaining and providing copies of any permits or lease agreements necessary from the U.S. Army Corps of Engineers, the State Land Office, the Parish Government, and/or any other applicable agencies, as well as documented approval from the area landowner (s) prior to the initiation of the work. The applicant is responsible for adhering to the provisions of any existing permits. The proposed work must not restrict the Levee District's maintenance operations, or any potential flood fight activities at the levee, nor shall it obstruct or impede drainage, or create areas of standing water on the levee batture. The applicant must employ and maintain at the project site suitable erosion protection measures to the satisfaction of the Levee Board. The applicant or owner must immediately notify the Levee Board of any seepage or sandboils that occur during high water conditions. All materials associated with the proposed work must be removed from the area upon completion of the project and the area must be returned to its original state of existence or better. Any damage done to the levee, floodwall or other flood control structure, revetment, or surrounding project area, resulting from the proposed work must be repaired or replaced by the applicant. Finally, should any change in the location of the existing levee, river, floodwall, drainage canal, waterway, or general prevailing conditions in the vicinity, or should any changes in the area be required in the future, in the public interest, the applicant at his own expense shall make such changes in the project as necessary.

2. The applicant must provide written notification to this office of the construction timeline to include the proposed start and end dates. Additionally, the applicant must notify this office prior to commencement and upon completion of the work permitted herein.
3. That the proposed activities occur and are completed prior to or after high water stages or hurricane conditions such that no operations are conducted at saturated levee systems. Authorization for work periods will be determined at the discretion of the Atchafalaya Basin Levee District.
4. This Letter of No Objection (LNO) is conditioned upon the applicant/agent providing the following to CPRA, USACE, and the levee district, before commencing any activity allowed under the LNO. Final work products deemed necessary for granting of this Letter of No Objection associated with this project shall be stamped (construction ready drawings, designs, reports, as-builts differing significantly from final plans, etc...) by each professional engineer responsible for their relevant field of practice for the project. Failure to provide information requested or failure to abide by the conditions and requirements contained herein shall constitute grounds for rescinding this Letter of No Objection. In such an event, CPRA will provide notice to USACE and the Atchafalaya Basin Levee district that the LNO has been rescinded.
5. That no equipment, vehicles, or materials of any kind are parked or stored on the levee or on its slopes without prior approval from the Atchafalaya Basin Levee district.
6. That no heavy equipment is allowed to cross any drains, intakes, or discharge pipes.
7. For levee crossings, an approved stability analysis is required for equipment which weighs more than a total of 72,000 pounds. All necessary documentation shall be signed and sealed by a professional engineer registered in Louisiana and furnished to CPRA, USACE, and the Atchafalaya Basin Levee District.
8. Heavy equipment crossing the levee shall be limited to one vehicle on the haul route at a time and shall be completed without stopping.
9. That the applicant must provide adequate assurance that the proposed levee crossing site(s) can bear the transport of the proposed load prior to initiation of the operations, and will also have sufficient clearance such that no disturbance of the levee design section will be required. No authorization for the proposed operations should be allowed after to the Mississippi River attains or exceeds + 11.0 feet NGVD on the Carrollton Gage at New Orleans, or during sodden levee conditions.
10. That the work and/or installation poses no hazard to area navigation.
11. That the applicant install and maintain any hazard markers and/or navigation aids that may be required by the U. S. Department of Homeland Security, United States Coast Guard.
12. That the applicant is responsible for maintaining the existing level of flood protection at all times to the satisfaction of the Atchafalaya Basin Levee District.

13. That the work will not damage the floodwall, floodgate, or levee and must not obstruct the operation of these structures.

This letter of no objection is based upon engineering criteria and potential impacts to the flood protection system only, and no interpretation or comments regarding local drainage or traffic issues, local laws, zoning, or ordinances concerning property rights, etc., have been made. Additionally, this letter of no objection does not obviate the applicant's requirement to obtain federal, state, or local permits required by law, including, but not limited to, a Department of the Army permit for any portion of the proposed project that impacts wetlands or waters of the United States. This letter of no objection does not constitute a repose to a Section 404/10 permit application.

Sincerely,

Board of Commissioners for the  
Atchafalaya Basin Levee District



William Tyson  
Executive Director

tlw

cc: U. S. Army Corps of Engineers, New Orleans, LA



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT  
7400 LEAKE AVE  
NEW ORLEANS, LA 70118-3651

13 September 2021

Regulatory Division  
Western Evaluation Branch

**SUBJECT: MVN-2021-00421-WS**

Mr. Ben Pierce  
Louisiana Swamp Base, Inc.  
2266 South College Rd., Suite E  
Lafayette, LA 70508

Dear Mr. Pierce:

We are in receipt of your application for a Department of the Army to install and maintain two moveable floating docks, located in the Atchafalaya Basin, in Henderson, St. Martin Parish, Louisiana.

In accordance with Parts 320 through 332 of Title 33, Code of Federal Regulations, relative to Letters of Permission, and with the delegated authority from the Commander, U.S. Army Corps of Engineers, you are hereby granted a Letter of Permission to install a dock in accordance with the drawings, in seven sheets, attached to this letter. The statutory authority to perform the proposed work is defined under Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403). The time limit to complete the work authorized by this approval expires on June 30, 2026.

A copy of the first page of this letter of permission must be conspicuously displayed at the project site. Also, you must keep a copy of this signed letter, with attached drawings, at the project site until the work is completed.

The following special conditions are made a part of this authorization:

1. The permittee shall adhere to the attached special conditions for the West Indian Manatee, and to avoid and minimize potential impacts to the species.
2. All work shall be done in accordance with the approved plans and confined to the permitted work area(s) represented within the attached drawings. If the project requires modifications to the authorized plan, the permittee shall contact this office to obtain a permit amendment and/or review and decision on the plans, prior to commencement of those alterations.
3. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove,

relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
5. You must install and maintain, at your expense, any safety lights, signs and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on your authorized facilities. Any inquiries concerning a U.S. Coast Guard Private Aids to Navigation marking determination may be directed to the Eighth Coast Guard District (dpw), Hale Boggs Federal Building, 500 Poydras St., Suite 1230, New Orleans, Louisiana 70130, at (504) 671-2330 or via email to: [D8oanPATON@uscg.mil](mailto:D8oanPATON@uscg.mil). For general information related to Private Aids to Navigation, you may visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>
6. If the authorized project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the Eighth Coast Guard District so that a Notice to Mariners, if required, may be prepared. Notification with a copy of this permit approval and drawings can be emailed to: [D8MarineInfo@uscg.mil](mailto:D8MarineInfo@uscg.mil), or mailed to the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Suite 1230, New Orleans, Louisiana 70130. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2118.

It is necessary that you notify this office in writing prior to commencement of work and also upon its completion. Attached is a copy of ENG Form 1721, Nov 86, titled "DEPARTMENT OF THE ARMY PERMIT". This Letter of Permission is subject to the conditions cited in ENG Form 1721.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

**Martin**  
**S. Mayer**

Digitally signed by  
Martin S. Mayer  
Date: 2021.09.13  
13:15:42 -05'00'

Martin S. Mayer  
Acting Chief, Regulatory Division  
for  
Stephen F. Murphy  
Colonel, U.S. Army  
District Commander

Attachments

## **STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES**

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.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). To minimize potential impacts to manatees in areas of their potential presence, the permittee shall insure the following are adhered to:

- 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 shall 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 shall follow routes of deep water whenever possible.
- If used, siltation or turbidity barriers shall 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 shall be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities shall 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" shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall 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 shall 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.



# DEPARTMENT OF THE ARMY

## (Letter of Permission - General Conditions)

Issuing Office: New Orleans District

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

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

### LOP General Conditions:

1. The time limit for completing the work authorized ends on the date specified in your Letter of Permission. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

### Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - ( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.

- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

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

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

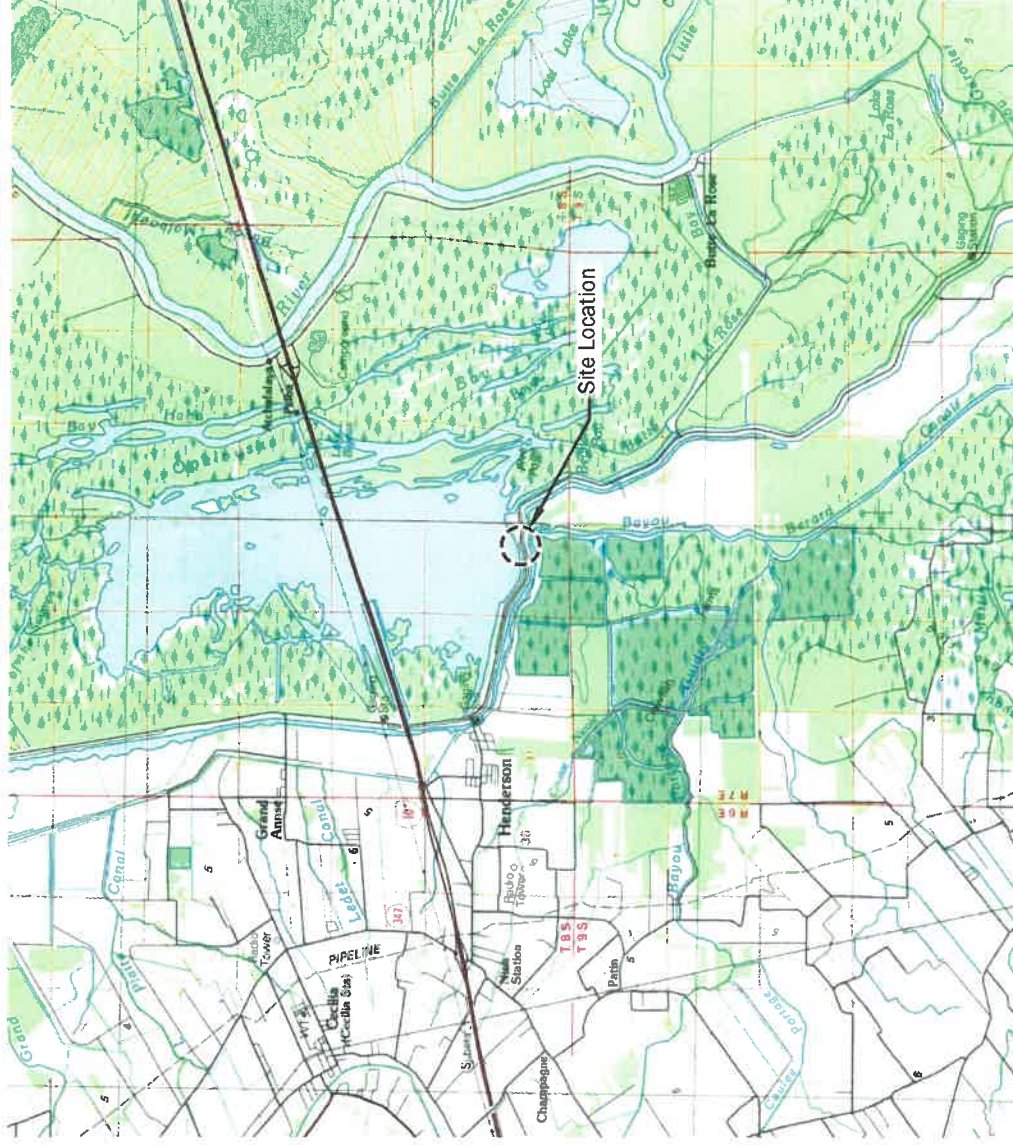
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

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

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

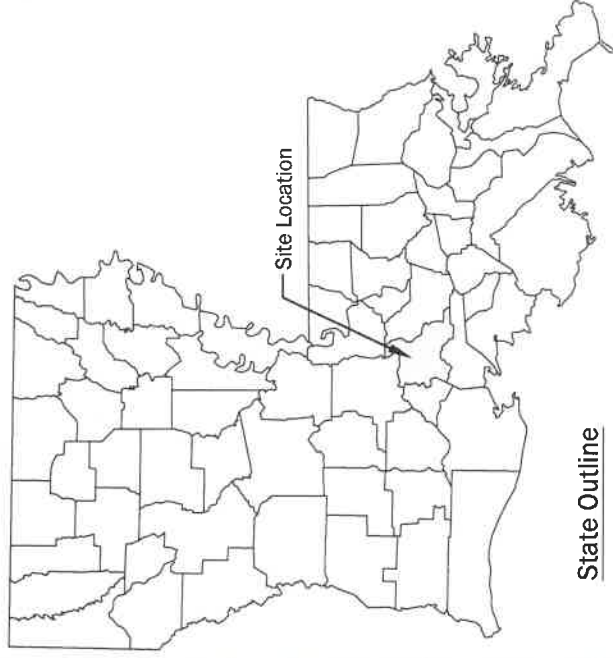


#### Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Topographic Image was taken from USGS,  
Quad: Baton Rouge, dated 1984

Projection: Louisiana State Plane, Southern Zone, NAD83, US Foot



#### Vicinity Map

Boy Scouts of America Swamp Base Dock  
Henderson, Louisiana



Figure 1



**AGREEMENT**  
**BETWEEN**  
**STATE OF LOUISIANA,**  
**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY**  
**AND**  
**LOUISIANA SWAMP BASE, INC.**  
**REGARDING**  
**SWAMP BASE CAMP AT HENDERSON, LA**

THIS COOPERATIVE ENDEAVOR, made and entered into this 25<sup>th</sup> day of May 2022 by and between the Coastal Protection and Restoration Authority of the State of Louisiana, hereinafter referred to as "State," and/or "Agency" and/or "CPRA", and Louisiana Swamp Base, Inc., officially domiciled at 2266 S. College Road Extension, Suite E, Lafayette, Louisiana 70508, hereinafter referred to as "LSB".

**ARTICLE I**

**WITNESSETH:**

**1.1** WHEREAS, Article VII, Section 14 of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

**1.2** WHEREAS, Act 4 of the 2017 Second Extraordinary Session of the Louisiana Legislature, is the comprehensive state capital outlay budget for the 2017-2018 Fiscal Year, and said Act contains a line item appropriation within the Agency's budget for the benefit of Louisiana Swamp Base, Inc. of which the sum of SIX-HUNDRED-THOUSAND & NO/100 (\$600,000.00) DOLLARS has been allocated for this project, as set forth herein and in Appendix A, which is attached to this agreement and made a part hereof;

**1.3** WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority ("CPRA") is the implementation and enforcement arm of the CPRA Board and is directed by the policy set by CPRA Board, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the CPRA Board and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1; and

**1.4** WHEREAS, Act 570 of the 2018 Regular Session of the Louisiana Legislature, found at LA R.S. 49:214.8.1, transferred the responsibilities of the Atchafalaya Basin Research and Promotion Board and the Atchafalaya Basin Program from the Department of Natural Resources (DNR) to the Coastal Protection and Restoration Authority (CPRA); and

**1.5** WHEREAS, the Agency desires to cooperate with the LSB in the implementation of the Project as hereinafter provided;

1.6 WHEREAS, the public purpose is described as: Promoting public access to the swamp habitat of the Atchafalaya Basin through use of its Swamp Base Camp at Henderson, St. Martin Parish, Louisiana; and to specifically provide access to State agencies and public educational institutions for research and educational outreach programs, and to specifically promote access for children with special needs by making the activities more easily accessible to persons with disabilities, including but not limited to the purchase and/or construction of parking areas, boat launches, piers, docks bulkheads and other facilities designed to provide accessibility for citizens with disabilities and special needs;

1.7 WHEREAS, the LSB has provided all required information in accordance with State Procurement Law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE II**

### **SCOPE OF SERVICES**

2.1 The LSB shall: provide access to the State and the third party contracted by Agency to its property to construct in accordance with all applicable state, federal, and local laws, including Titles II and III of the Americans with Disabilities Act, as amended, accessibility features at the Atchafalaya Swamp Base basecamp to make activities more accessible (hereafter "accessibility features") to qualified individuals and other persons with disabilities (collectively "persons with disabilities"); maintain the accessibility features for a period of no less than twenty (20) years; make all practicable effort to allow public access to accessibility features; and allow access to the State, including but not limited to, the Agency, other State agencies and educational institutions for research and educational purposes for a period of no less than twenty (20) years *as more specifically detailed in the Memorandum of Agreement between Agency and LSB Appendix "A" MOU.*

2.2 Deliverables: LSB shall provide access to the property for the construction of accessibility features; maintain the constructed accessibility features for a period of no less than twenty (20) years from the date of acceptance by CPRA of completion of project construction; and upon request, allow access for the Agency, other State agencies and educational institutions for research and educational purposes for no less than twenty (20) years from the date of acceptance by CPRA of completion of project construction; all *as more specifically detailed herein and on the Appendix "A".*

2.3 Budget: There shall be no budget associated with this agreement, as the State, shall bid for and contract separately for the actual design and construction of the access features.

## **ARTICLE III**

### **CONTRACT MONITOR**

3.1 The Contract Monitor for this contract shall be identified by the director of the Atchafalaya Basin Program, CPRA. Notice of the identity of the Contract Monitor shall be provided by Agency to LSB.

3.2 **Operation and Monitoring Plan (O & M Plan):** During the term of this agreement, LSB shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's O & M Plan **as required by the MOU (Appendix A)** to ensure Contracting Party's compliance with contract requirements. The Contract Monitor shall also review and analyze the Contracting Party's written **monitoring reports and other documentation required by the O& M Plan and the MOU** as well as any work product for compliance with the Scope of Services.

Between required performance reporting dates, LSB shall inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the LSB and any assistance which may be needed to resolve the situation.

#### **ARTICLE IV**

##### **FUNDING**

4.1 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

4.2 The State of Louisiana shall provide a sum not to exceed \$600,000.00 from Capital Outlay funds, to fund work including but not limited to the purchase and/or construction of parking areas, boat launches, piers, docks, bulkheads, and other facilities designed to provide accessibility for citizens with disabilities and special needs approved by the ABP. Under no circumstances shall the State have any obligation to LSB or to any third person, association, partnership or corporation for any additional sum or contribution.

4.3 As outlined in section 2.3 there shall be no budget associated with this agreement, as the State, shall bid for and contract separately for the actual design and construction of the access features described in section 4.2.

4.4 Any procurement, including but not limited to the purchase of equipment and/or services, which utilize the funds provided by the State, shall be made pursuant to Louisiana's public bid laws (La. R.S. 38:2211 et seq.) and/or procurement laws (La. R.S. 39:1581 et seq.) as may be necessary.

#### **ARTICLE V**

##### **TERMINATION FOR CAUSE**

5.1 The STATE may terminate this Agreement for cause based upon the failure of LSB to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the LSB written notice specifying the LSB's failure. If within thirty (30) days after receipt of such notice, the LSB shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the LSB in default and the Agreement may terminate on the date specified in such notice.

5.2 The LSB may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the STATE to comply with the terms and conditions of this Agreement; provided that the LSB shall give the STATE written notice specifying the STATE's failure and providing a reasonable opportunity for the STATE to cure the defect.

5.3 In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.



**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the LSB. The LSB may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The LSB shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the LSB incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

6.2 In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to LSB by the State shall remain the property of the State, and shall be returned by LSB to the State, at Contracting Party's expense, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by LSB in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by LSB to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 LSB shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to LSB from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of LSB which relate to this agreement.

10.2 Contractor and any subcontractors paid under this agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of final payment under the prime contract and any subcontract entered into under this agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

## **ARTICLE XII**

### **FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **ARTICLE XIII**

### **CONTRACTING AND PROCURMENT STANDARDS AND REQUIREMENTS**

13.1 This Article is left intentionally blank as no payments under this Agreement are foreseen.

## **ARTICLE XIV**

### **INDEMNITY AND HOLD HARMLESS**

14.1 The LSB shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the LSB, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the LSB shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

## **ARTICLE XV**

### **INSURANCE**

15.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

15.2 Insurance: No entity, including but not limited to the architect, engineer and contractor employed by either the LSB or CPRA, or any subcontractor thereof, (hereafter Architect/Engineer/Contractor/Subcontractor), shall commence work under this Agreement until it has obtained all workers' compensation, commercial general liability, special hazard and motor vehicle insurance required by State law. Certificates of Insurance, fully executed by officers of the Insurance



Company written or countersigned by an agent authorized in Louisiana, shall be filed with the State of Louisiana for approval. If so requested, LSB shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall be maintained during the life of this Agreement and not hereafter be canceled, permitted to expire, or changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**15.3 Workers' Compensation Insurance:** Architect/Engineer/Contractor/Subcontractor shall maintain Workers' Compensation Insurance for all of its employees employed at the site of the project unless Subcontractor's employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under the Workers' Compensation Statute, Architect/Engineer/Contractor/Subcontractor shall provide Employer's Liability Insurance for the protection of such employees.

**15.4 Commercial General Liability Insurance:** Architect/Engineer/Contractor/Subcontractor shall maintain Commercial General Liability Insurance which shall provide coverage during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations are conducted by Architect/Engineer/Contractor/Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall name the State and LSB as additional insured for claims arising from or as the result of the operations of Architect/Engineer/Contractor/Subcontractor. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**15.5 Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by Architect/Engineer/Contractor/Subcontractor, or by separate policies of insurance in the amounts as defined in any Special Conditions contained in subsequent agreements.

**15.6 Licensed and Non-Licensed Motor Vehicles:** Architect/Engineer/Contractor/Subcontractor shall maintain Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of all motor vehicles engaged in operations within the terms of this Agreement unless such coverage is included in insurance elsewhere specified.

## **ARTICLE XVI**

### **APPLICABLE LAW**

**16.1** This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. This agreement is subject to the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; and, executive orders, standard terms and conditions, special terms and conditions, and specifications listed in the RFP and this Agreement. Venue for any action brought in connection with this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**ARTICLE XVII**  
**TERM OF CONTRACT**

17.1 This agreement shall begin on December 2, 2020 and shall terminate on December 1, 2025.

**ARTICLE XVIII**  
**DISCRIMINATION CLAUSE**

18.1 The LSB 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 Employment Opportunity Act of 1972, Federal Executive Order 11246, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and LSB agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. LSB agrees to not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement. Further, throughout the twenty year duration wherein LSB must maintain accessibility features and allow access herein, LSB will not discriminate on the basis of disability or any other prohibited factor in the services, programs or activities provided at the Atchafalaya Swamp Base basecamp.

**ARTICLE XIX**  
**ATTACHMENTS AND EXHIBITS**

19.1 Appendix A is attached and made a part of this agreement by reference.

**ARTICLE XX**  
**PROJECT CHANGES**

20.1 The LSB must obtain written approval from the State for major Project changes to increase or decrease or in any way substantially change the scope of the project. These include: (a) changes of substance in the Project design or items set forth in the approved scope of work; and (b) changes in the approved Project budget.

**ARTICLE XXI**  
**REMEDIES FOR DEFAULT**

21.1 Any claim or controversy between the parties arising out of this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

**ARTICLE XXII**  
**NO THIRD PARTY BENEFICIARY**

22.1 Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

**ARTICLE XXIII**  
**RELATIONSHIP OF PARTIES**

23.1 In the exercise of their respective rights and obligations under this Agreement, the LSB and the STATE each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.

23.2 In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/ subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.

23.3 The participation by STATE in the Project shall in no way be construed to make the STATE a party to any contract between the LSB, consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the LSB in the Project shall in no way be construed to make LSB a party to any contract between the STATE and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

**ARTICLE XXIV**  
**DELAY OR OMISSION**

24.1 No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**ARTICLE XXV**  
**ENTIRE AGREEMENT**

25.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**ARTICLE XXVI**  
**PROVISION REQUIRED BY LAW DEEMED INSERTED**

26.1 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

**ARTICLE XXVII**  
**CONVENANT AGAINST CONTINGENT FEES**

27.1 LSB shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the STATE shall have the right to annul this Agreement without liability in accordance with Article 5 ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

**ARTICLE XXVIII**  
**CONSULTANT**

28.1 LSB may, with prior written permission from the STATE, enter into subcontracts with third parties for the performance of any part of LSB's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of LSB to the STATE for any breach in the performance of LSB's or any subcontractor's duties.

**ARTICLE XXIX**  
**COPYRIGHT**

29.1 The STATE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The LSB also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

**ARTICLE XXX**  
**NO AUTHORSHIP PRESUMPTIONS**

30.1 Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**ARTICLE XXXI**  
**RECORD KEEPING, REPORTING, AUDITS, AND MONITORING**

31.1 The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Alicia McAlhane, or her designee. The STATE



shall provide the LSB notice of any changes to the designated Project Manager within seven (7) days of any such change.

31.2 The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the LSB shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by the STATE at any time and upon request.

31.3 The LSB and its consultants, contractors and/or subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Office of the Inspector General, the Louisiana Legislative Auditor, the United States Department of the Interior's Office of Inspector General (DOI OIG) (if applicable), and the Government Accountability Office (GAO) (if applicable); however, prior to disposal of any Project data for the Project, the LSB shall obtain prior written approval from the STATE.

31.4 Each Party acknowledges and agrees that the STATE, the Office of the Inspector General, the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, DOI OIG (if applicable), and the GAO (if applicable) shall have the authority to audit all records and accounts of CPRA and the LSB that relate to this CEA, and those of any subcontractors which relate to this CEA. Any audit shall be performed in accordance with applicable State law and/or 2 C.F.R. part 200, Subpart F "Audit Requirements," as applicable. The LSB further agrees to make available to the STATE, the Office of the Inspector General, the Legislative Auditor of the State of the Louisiana, the Office of the Governor, Division of Administration, the DOI OIG (if applicable), and the GAO (if applicable) any documents, papers or other records, including electronic records of the LSB that are pertinent to the Project in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the LSB's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

31.5 The purpose of submission of documentation by STATE to the LSB, or by the LSB to the STATE as required by this CEA is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this CEA. As between CPRA and the LSB, CPRA assumes no responsibility to provide extensive document review for any documents received from the LSB or its consultants, contractors or subcontractors or to determine the completeness or accuracy of any such documentation. The LSB and its consultants, contractors or subcontractors shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this CEA.

31.6 CPRA and the LSB, and any consultants/contractors/subcontractors paid under this CEA shall maintain all books and records pertaining to this CEA for a period of five (5) years after the date of final payment under the prime contract and any subaward, contract, or subcontract entered into under this CEA.

31.7 The LSB shall assist CPRA with any audit reporting required by 2 C.F.R. 200 and as provided above shall comply with 2 C.F.R. Part 200, Subpart F "Audit Requirements if applicable."

31.8 The LSB shall be responsible for monitoring any consultants, contractors, and subcontractors to ensure that work performed in connection with this CEA comports with the CEA's terms and all applicable federal and state laws, rules, regulations, and guidelines.

**ARTICLE XXXII**  
**OWNERSHIP**

32.1 All records, reports, documents and other material delivered or transmitted to the LSB by the STATE shall remain the property of the STATE and shall be returned by the LSB to the STATE upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the LSB in connection with performance of the services contracted for herein shall be the property of the LSB, and shall be retained in accordance with the terms of this Agreement.

**ARTICLE XXXIII**  
**NO ASSIGNMENT**

33.1 The LSB shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of the STATE, provided however, that claims for money due or to become due to the LSB from the STATE may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the STATE.

**ARTICLE XXXIV**  
**FINANCIAL CAPABILITY**

34.1 LSB hereby acknowledges and certifies that it is aware of the financial obligations of the LSB under this Agreement and that LSB will have the financial capability to satisfy the obligations of the LSB under this Agreement.

34.2 LSB agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by LSB pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of the LSB for the Project, LSB is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent STATE from seeking additional funding to assist the BOARD, CPRA or LSB with the responsibilities undertaken by any Party pursuant to this Agreement.

**ARTICLE XXXV**  
**FISCAL FUNDING CLAUSE**

35.1 The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature and the release of funds to the State from the Federal Government. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State in case of an emergency, or by the Federal Government, or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

**ARTICLE XXXVI**  
**ANTI-LOBBYING**

**36.1** LSB and its consultant(s), contractor(s), or subcontractor(s) agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**ARTICLE XXXVII**  
**REPORTING OF FRAUD, WASTE, ABUSE, OR CRIMINAL ACTIVITY**

**37.1** In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

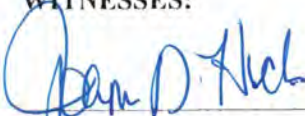
Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

**SIGNATURE PAGE FOLLOWS**

THUS DONE AND SIGNED AT BATON ROUGE, Louisiana on the 16 day, of MAY, 2022

WITNESSES:

COASTAL PROTECTION RESTORATION AUTHORITY

  
Signature

  
Lawrence B. Haase, Executive Director

Joann D. Hicks  
Printed Name


  
Signature

JENNIFER DARK MOON  
Printed Name

WITNESSES:

LOUISIANA SWAMP BASE, INC.

  
Signature

  
Ben Pierce, Executive Director  
Louisiana Swamp Base, Inc.

ROBERT DONAIDIEU  
Printed Name

  
Signature

Maurice Melancon  
Printed Name



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 16 day of May, 2022, personally came and appeared Lawrence B. Haase to me known, who declared that he is the Executive Director of the Coastal Protection and Restoration Authority, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

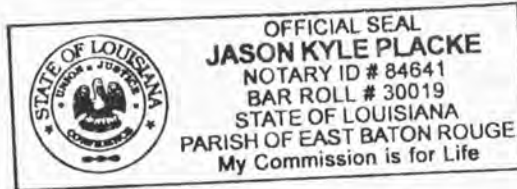
Signature

Print Name

Louisiana Notary Public / Bar Number

My commission expires:  
(SEAL)


AT DEATH





STATE OF LOUISIANA  
PARISH OF Calcasieu

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 26 day of May, 2022, personally came and appeared Ben Pierce to me known, who declared that he is the Executive Director of Louisiana Swamp Base, Inc., that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

  
Signature  
Print Name Amy E. Boudrye  
143976  
Louisiana Notary Public / Bar Number

My commission expires: on life  
(SEAL.)