BID DOCUMENTS FOR

CAMERON CREOLE MAINTENANCE PROJECT
STORM DAMAGE REPAIRS
(CS-004-A)

CAMERON PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

APRIL 2023

STATE OF LOUISIANA
BEAU J. TATE
License No. 30990
4/3/23
PROFESSIONAL ENGINEER

ROYAL

Table of Contents

GENERAL REQUIREMENTS	Pages Included
Project Title Page	1
Table of Contents	3
List of Drawings	1
Procurement Requirements	
Advertisement for Bids	1
Instruction for Procurement	
Instructions to Bidders	7
Procurement Forms and Supplements	
Louisiana Uniform Public Works Bid Form	4
Bid Security Form	1
Attestations	2
Contracting Requirements	
Contract Between Owner & Contractor & Performance & Payment Bond & Affidavit	5

Section	Title	Page No.
PART I	**GENERAL PROVISIONS**	**26**
GP-1	DEFINITION OF TERMS	26
GP-2	BID REQUIREMENTS	29
GP-3	AVAILABILITY OF PLANS AND SPECIFICATIONS	29
GP-4	LAWS, REGULATIONS, STANDARDS, SPECIFICATIONS, AND CODES	29
GP-5	PRE-BID CONFERENCE AND SITE VISIT	30
GP-6	NOTICE OF AWARD	30
GP-7	NOTICE TO PROCEED AND CONTRACT TIME	30
GP-8	WORK PLAN	31
GP-9	PROGRESS SCHEDULE	32
GP-10	DAILY PROGRESS REPORTS	32
GP-11	HURRICANE AND SEVERE STORM PLAN	33
GP-12	HEALTH AND SAFETY PLAN AND INSPECTIONS	33
GP-13	PROGRESS MEETINGS AND REPORTS	34
GP-14	PRE-CONSTRUCTION CONFERENCE	34
GP-15	CONTRACT INTENT	34
GP-16	ENGINEER AND AUTHORITY OF ENGINEER	34
GP-17	CONFORMITY WITH PLANS AND SPECIFICATIONS	35
GP-18	CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS	35

GP-19 SUBCONTRACTS 35
GP-20 WORKERS, METHODS, AND EQUIPMENT 36
GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING 36
GP-22 PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC. 37
GP-23 PROTECTION OF THE WORK, MATERIALS, AND EQUIPMENT 37
GP-24 LAND RIGHTS 37
GP-25 UTILITIES 37
GP-26 PERMITS 38
GP-27 PROJECT SITE CLEAN-UP 38
GP-28 OWNER INSPECTION 38
GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE 38
GP-30 CONSTRUCTION STAKES, LINES, AND GRADES 39
GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK 39
GP-32 ENVIRONMENTAL PROTECTION 39
GP-33 SANITARY PROVISION 40
GP-34 PAYMENT OF TAXES 40
GP-35 RADIO AND TELEPHONES 40
GP-36 NAVIGATION 40
GP-37 OBSTRUCTION TO NAVIGATION 40
GP-38 MARINE VESSELS AND MARINE ACTIVITIES 40
GP-39 RECORD KEEPING 41
GP-40 CERTIFICATES OF COMPLIANCE 41
GP-41 SUBMITTALS 41
GP-42 CLAIMS FOR EXTRA COST 41
GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION 42
GP-44 EXTENSION OF CONTRACT TIME 42
GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE 43
GP-46 TEMPORARY SUSPENSION OF WORK 44
GP-47 NON-CONFORMING AND UNAUTHORIZED WORK 44
GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT 44
GP-49 BREACH OF CONTRACT 44
GP-50 NO WAIVER OF LEGAL RIGHTS 44
GP-51 LIABILITY FOR DAMAGES AND INJURIES 44
GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT 45
GP-53 FINAL INSPECTION AND ACCEPTANCE 45
GP-54 AS-BUILT DRAWINGS 45

GP-55 COMPLETION OF CONTRACT 46
GP-56 CONTRACTOR'S GUARANTEE 46
GP-57 DISPUTE RESOLUTION 47
GP-58 PAYMENT 47
GP-59 PAYMENTS WITHHELD 48
GP-60 LIENS 48
GP-61 EQUAL EMPLOYMENT OPPORTUNITY 48
GP-62 ANTI-KICKBACK CLAUSE 49
GP-63 SUSPENSION/DEBARMENT 49
GP-64 LOUISIANA FIRST HIRING ACT 49

PART II SPECIAL PROVISIONS 50

SP-1 LOCATION OF WORK 50
SP-2 WORK TO BE DONE 50
SP-3 CONTRACT TIME 51
SP-4 CONTRACT MILESTONES 51
SP-5 DELIVERABLES 52
SP-6 CONTACT INFORMATION 53
SP-7 INSURANCE AND BONDS 53
SP-8 WORK PLAN SUPPLEMENTAL 57
SP-9 FAILURE TO COMPLETE ON TIME 58
SP-10 TRANSPORTATION 58
SP-11 OFFICE FOR THE OWNER 58
SP-12 LANDOWNER REQUIREMENTS 58
SP-13 PIPELINE OWNER/OPERATOR REQUIREMENTS 60
SP-14 NOTIFICATION OF DISCOVERY OF HISTORICAL OR CULTURAL SITES 62
SP-15 NAVIGATION 62
SP-16 NOTICE TO MARINERS 62
SP-17 ADJUSTMENT OF QUANTITIES 62
SP-18 BARGE DISPLACEMENT TABLE 63
SP-19 MARINE MAMMAL SPECIAL CONDITIONS FOR IN WATER USE 63
SP-20 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN STATE PROCUREMENT 64

PART III TECHNICAL SPECIFICATIONS 65

TS-120 MOBILIZATION AND DEMOBILIZATION 65
TS-210 SURVEYS 66
TS-370 EXCAVATION 70
TS-520 GATES 70
TS-601 WOVEN GEOTEXTILE FABRIC 71
TS-700 RIP RAP 73
TS-802 FLOATING BUOYS 75
TS-920 PERMANENT STEEL SHEETING 76
TS-921 PILES 77
TS-950 FENCING 83
TS-951 RAILING 84
TS-952 STAIRS 84
TS-980 METALS 85

APPENDIX A : SUBCONTRACTOR REPORT

APPENDIX B : REQUEST FOR INFORMATION FORM

APPENDIX C : CHANGE ORDER FORM

APPENDIX D : RECOMMENDATION OF ACCEPTANCE FORM

APPENDIX E : DIRECTIONS TO BOAT LAUNCH

APPENDIX F : SECONDARY SURVEY MONUMENT DATA SHEET

APPENDIX G: SURVEY REPORT

APPENDIX H: GEOTECH REPORT

APPENDIX I : EQUIPMENT DATA SHEET

APPENDIX J : PERMITS AND LAND RIGHTS AGREEMENTS OBTAINED BY THE OWNER

APPENDIX K: PROJECT AREA PIPELINE DOCUMENTATION AND INFORMATION

LIST OF DRAWING SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2A-2B	GENERAL NOTES
3	PROJECT SCOPE OF WORK AND ESTIMATED PROJECT QUANTITIES
4	PROJECT VICINITY MAP
5	PROPOSED ACCESS ROUTES
6	MANGROVE BAYOU PROJECT AREA MAP
7	MANGROVE BAYOU WCS OUTLET CHANNEL PLAN/PROFILE
8	PROPOSED MANGROVE BAYOU WCS OUTLET CHANNEL CROSS SECTIONS
9	EXISTING MANGROVE BAYOU PLUG PLAN/PROFILE
10	PROPOSED MANGROVE BAYOU PLUG PLAN/PROFILE
11	MANGROVE BAYOU PLUG CROSS SECTIONS
12	GRAND BAYOU PROJECT AREA MAP
13	EXISTING GRAND BAYOU PLUG PLAN/PROFILE
14	PROPOSED GRAND BAYOU PLUG PLAN/PROFILE
15	GRAND BAYOU PLUG CROSS SECTIONS
16	EXISTING GRAND BAYOU BREACH PLAN/PROFILE
17	PROPOSED GRAND BAYOU BREACH PLAN/PROFILE
18	GRAND BAYOU BREACH CROSS SECTIONS
19	GRAND BAYOU BREACH DETAILS
20	EXISTING GRAND BAYOU WCS PLAN/PROFILE
21	PROPOSED GRAND BAYOU WCS PLAN/PROFILE
22	GRAND BAYOU WCS CROSS SECTIONS
23	MECHANICAL REPAIRS TO GRAND BAYOU WCS ELEVATION VIEW
24	MECHANICAL REPAIRS TO GRAND BAYOU WCS - BUOY ASSEMBLY AND REPLACEMENT
25	LAMBERT BAYOU PROJECT AREA MAP
26	EXISTING LAMBERT BAYOU BREACH PLAN/PROFILE
27	PROPOSED LAMBERT BAYOU BREACH PLAN/PROFILE
28	LAMBERT BAYOU BREACH CROSS SECTIONS
29	LAMBERT BAYOU BREACH DETAILS
30	MECHANICAL REPAIRS TO LAMBERT BAYOU WCS
31	NO NAME BAYOU PROJECT AREA MAP
32	EXISTING NO NAME BAYOU WCS PLAN/PROFILE
33	PROPOSED NO NAME BAYOU WCS PLAN/PROFILE
34	NO NAME BAYOU WCS CROSS SECTIONS
35	MECHANICAL REPAIRS TO NO NAME BAYOU WCS
36	EXISTING NO NAME BAYOU BREACH PLAN/PROFILE
37	PROPOSED NO NAME BAYOU BREACH PLAN/PROFILE
38	NO NAME BAYOU BREACH CROSS SECTIONS
39	GRAND BAYOU FLAP GATE REPAIR DETAILS
40	GRAND BAYOU SLUICE / DROP GATE REPAIR DETAILS
41	STEEL SHEET AND BATTER PILE ASSEMBLY DETAILS
42	STEEL SHEET AND BATTER PILE ASSEMBLY DETAILS
43	STEEL SHEET AND BATTER PILE ASSEMBLY DETAILS
44	LAMBERT BAYOU WCS WEST-SIDE BUMPER DETAILS
45	GUARD RAIL AND ANCHOR BRACKET DETAILS

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Wednesday, May 17, 2023.**

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: **Cameron Creole Maintenance Project - Storm Damage Repairs**
Cameron Parish, Louisiana

PROJECT NUMBER: **CS-004-A**

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: Sharissa Felder
E-mail: cpra.bidding@la.gov Phone: (225) 342-7310 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 MANDATORY PRE-BID CONFERENCE WILL BE HELD at
10:00 AM on **Tuesday, May 2, 2023** at **635 Cajundome Boulevard, Abdalla Hall Auditorium (Room102), Lafayette, LA 70506.**

Bids shall be accepted only from those bidders who attend the Mandatory Pre-Bid Conference in its entirety.

Contact Dion Broussard at (337) 482-0686 with any questions or issues related to the 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 and/or Specialty Classification: Coastal Restoration and Habitat Enhancement**. 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 **One Hundred Fifty Two (152)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **Three Thousand Dollars ($3,000.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

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

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

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

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

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

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

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

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

ARTICLE 2

PRE-BID CONFERENCE

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

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

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

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

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

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

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

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

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

ARTICLE 4

BID DOCUMENTS

4.1 Copies

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

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

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

4.4 Addenda

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

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

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

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

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

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

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

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

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

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

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

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

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

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

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

5.2 Bid Security

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

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

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

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

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

5.3 Submission of Bids

5.3.1 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, <u>and license number</u> 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. 0. Box 44027
Baton Rouge, Louisiana, 70804-4027.

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

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

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

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

5.4 Modification or Withdrawal of Bid

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

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

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

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

5.5 Prohibition of Discriminatory Boycotts of Israel

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

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

and to terminate any contract awarded based on such a false response.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 The Contractor shall submit a Work Plan and Progress Schedule prior to the Pre-Construction Conference in conformance with applicable sections of the General and Special Provisions.

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

7.1.2 The General Contractor shall be 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
In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to the Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids within 10 days after the opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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

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

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 TerraceAvenue
Suite 100
Baton Rouge, LA 70802
(Owner to provide name and address of owner)

BID FOR: Cameron Creole Maintenance Project
Storm Damage Repairs
Project
(CS-004-A)
(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: Royal Engineers & Consultants, LLC and dated: January, 2023.

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

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

_____Dollars ($ _____)

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

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

NOT APPLICABLE Dollars ($ NOT APPLICABLE)

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

NOT APPLICABLE Dollars ($ NOT APPLICABLE)

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

NOT APPLICABLE Dollars ($ NOT APPLICABLE)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE 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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

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

BID FOR: Cameron Creole
Maintenance Project
Storm Damage Repairs
CS-004-A
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___Mobilization and Demobilization (TS-120)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	Lump Sum		

DESCRIPTION:	❑ Base Bid or ❑ Alt.# ___Surveys (TS-210)_			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	Lump Sum		

DESCRIPTION:	❑ Base Bid or ❑ Alt.#___Excavation (TS-370) - Mangrove Bayou Outlet Channel			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	4,000	Cubic Yard		

DESCRIPTION:	❑ Base Bid or ❑ Alt.#___Rip Rap (TS-700) - Mangrove Bayou Interior Canal Plug			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	490	Ton		

DESCRIPTION:	❑ Base Bid or ❑ Alt.#___Woven Geotextile Fabric (TS-601) - Mangrove Bayou Interior Canal Plug			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	590	Square Yard		

DESCRIPTION:	❑ Base Bid or ❑ Alt.#___Rip Rap (TS-700) - Grand Bayou Interior Canal Plug			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6	715	Ton		

DESCRIPTION:	❑ Base Bid or ❑ Alt.#___Woven Geotextile Fabric (TS-601) - Grand Bayou Interior Canal Plug			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
7	695	Square Yard		

DESCRIPTION:	❑ Base Bid or ❑ Alt.#___Rip Rap (TS-700) - Grand Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	170	Ton		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

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

BID FOR: Cameron Creole
Maintenance Project
Storm Damage Repairs
CS-004-A
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___Woven Geotextile Fabric (TS-601) - Grand Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	120	Square Yard		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___Mechanical Repairs to WCS – Grand Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
10	1	Lump Sum		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Rip Rap (TS-700) – Grand Bayou Levee Breach			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
11	3,200	Ton		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Woven Geotextile Fabric (TS-601) – Grand Bayou Levee Breach			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
12	1,215	Square Yard		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Permanent Steel Sheeting (TS-920) – Grand Bayou Levee Breach			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
13	4,800	Square Foot		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Piles (TS-921) – Grand Bayou Levee Breach			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
14	700	Linear Foot		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Rip Rap (TS-700) – Lambert Bayou Levee Breach & Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
15	2,500	Ton		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Woven Geotextile Fabric (TS-601) – Lambert Bayou Levee Breach & Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
16	1,410	Square Yard		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

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

BID FOR: Cameron Creole
Maintenance Project
Storm Damage Repairs
CS-004-A
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___Mechanical Repairs to WCS – Lambert Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
17	1	Lump Sum		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___Permanent Steel Sheeting (TS-920) – Lambert Bayou Levee Breach & Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
18	3,375	Square Foot		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Piles (TS-921) – Lambert Bayou Levee Breach & Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
19	600	Linear Foot		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Rip Rap (TS-700) – No Name Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
20	925	Ton		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Woven Geotextile Fabric (TS-601) – No Name Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
21	560	Square Yard		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Mechanical Repairs to WCS – No Name Bayou Water Control Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
22	1	Lump Sum		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Rip Rap (TS-700) – No Name Bayou Levee Breach			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
23	240	Ton		

DESCRIPTION:	☐ Base Bid or ☐ Alt.#___Woven Geotextile Fabric (TS-601) – No Name Bayou Levee Breach			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
24	230	Square Yard		

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

BID BOND

FOR

COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

_____

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

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

CAMERON CREOLE MAINTENANCE PROJECT
STORM DAMAGE REPAIRS **CS-004-A**
Name of Project **Project No.**

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

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

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

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

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

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

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

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

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

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

_____
SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

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

_____
Notary Public

FOR INFORMATION ONLY

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

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____ , 2020, by (CONTRACTOR NAME) hereinafter called the "Contractor", whose business address is_____, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

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

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

Project No. _____
Project Name _____

in strict accordance with Contract Documents prepared by Owner.

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

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

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

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

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said

company, as Surety for the said Contractor, unto the said Owner, up to the sum of **_____Dollars ($)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

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

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in __seven (7)__ counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

_____

_____

_____

_____

_____

_____

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

BY: _____
Lawrence B. Haase, Executive Director

BY: _____

SURETY: _____

BY:_____
ATTORNEY IN FACT

_____

_____
ADDRESS

_____
TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF CAMERON

PROJECT NO.: CS-004-A

NAME: Cameron Creole Maintenance Project - Storm Damage Repairs
LOCATION: Cameron Parish

A F F I D A V I T

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

PART I.

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

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

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

PART II.

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

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

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

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

_____

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2023.

_____

NOTARY

PART I GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mm. State: The State of Louisiana.

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

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

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

qq. Successful Bidder: The lowest 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 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: https://sam.gov/content/wage-determinations. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

GP-5 PRE-BID CONFERENCE AND SITE VISIT

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

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

GP-6 NOTICE OF AWARD

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

GP-7 NOTICE TO PROCEED AND CONTRACT TIME

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

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

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

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

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

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in Contract Time due to weather 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 Contractor shall be responsible for obtaining all of the temporary easements, servitudes, and right-of-way agreements from public and private landowners in order to perform the Work. The Contractor shall make all arrangements for permits, permissions, and fees associated with accessing the Project and performing the Work with Cameron Parish and the entities listed in SP-12, “Landowner Requirements”. The Contractor is responsible to notify Cameron Parish and all of the contacts listed in SP-12, “Landowner Requirements” and abide by the stipulations set forth by these entities.

GP-25 UTILITIES

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

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s), including but not limited to the entities listed in SP-

13, "Pipeline Owner/Operator Requirements". The Contractor shall also call Louisiana One Call at 811 or (800) 272-3020 a minimum of 5 working days prior to construction to locate existing utilities at the Project Site.

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

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

GP-26 PERMITS

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

GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

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

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

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

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

GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

GP-32 ENVIRONMENTAL PROTECTION

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

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

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

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

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

GP-33 SANITARY PROVISION

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

GP-34 PAYMENT OF TAXES

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

GP-35 RADIO AND TELEPHONES

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

GP-36 NAVIGATION

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

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

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

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

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

GP-37 OBSTRUCTION TO NAVIGATION

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

GP-38 MARINE VESSELS AND MARINE ACTIVITIES

All marine vessels regulated by the USCG shall have the required USCG documentation that is current before being placed in service. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be made available to the Owner and Engineer and a copy shall be on board the vessel. All officers and crew shall

possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.

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

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

GP-39 RECORD KEEPING

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

GP-40 CERTIFICATES OF COMPLIANCE

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

GP-41 SUBMITTALS

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

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

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

GP-42 CLAIMS FOR EXTRA COST

The Contractor is expected to complete the Work according to the Contract Price specified in the Bid Documents. If the Contractor deems additional compensation is due for work, materials, delays or other additional costs/or expenses not covered in the Contract or not ordered as extra work, the Contractor shall give

the Engineer written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Contractor shall justify the claim for extra cost by providing supporting data and calculations. The Engineer shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments of the Contract in accordance with GP-43. If no written claim is made within this fourteen (14) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

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

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

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

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

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

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

GP-44 EXTENSION OF CONTRACT TIME

The Contractor is expected to complete the Work within the Contract Time specified in the Bid Documents. A legitimate increase of the Contract time may be requested by the Contractor throughout the course of the Work. This Claim must be submitted to the Engineer in writing within fourteen (14) days of the event which caused the time delay to the Contractor. If an extension of Contract Time involves an increase in Contract Price, both claims shall be submitted together. The Contractor shall justify the increase of the Contract Time in the Claim using supporting data and calculations. The Engineer may deny the claim if there is insufficient information to make a determination. If the Claim is approved, the Engineer shall issue a Change Order within thirty (30)

days of the Claim. The Contract Time shall be increased on a basis that is commensurate with the amount of additional or remaining Work. For example, the Contract Time can be increased where the number of actual adverse weather days exceeds the number of days estimated in the Contract.

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

45.1 TERMINATION FOR CAUSE

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

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

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

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

d. The Work is discontinued; or

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

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

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

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

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

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

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

45.2 TERMINATION FOR CONVENIENCE

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

GP-46 TEMPORARY SUSPENSION OF WORK

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

GP-47 NON-CONFORMING AND UNAUTHORIZED WORK

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

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

GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

GP-49 BREACH OF CONTRACT

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

GP-50 NO WAIVER OF LEGAL RIGHTS

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

GP-51 LIABILITY FOR DAMAGES AND INJURIES

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their officers, employees, representatives, and/or agents from all suits, actions, claims,

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

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

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

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

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

GP-53 FINAL INSPECTION AND ACCEPTANCE

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

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

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

GP-54 AS-BUILT DRAWINGS

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

GP-55 COMPLETION OF CONTRACT

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

GP-56 CONTRACTOR'S GUARANTEE

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

a. The guarantee shall include:

1. A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.

2. Any necessary repair of 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 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

GP-58 PAYMENT

The Owner hereby agrees to pay to the Contractor as full compensation for all work performed under the contract, and/or supplemental agreements thereto, the monetary value of the actual quantities in the completed work according to the schedule of unit prices and/or lump sum

prices set forth in attached bid proposal and/or duly authorized supplements thereto, and made a part of the Contract.

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

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

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

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

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

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

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

GP-59 PAYMENTS WITHHELD

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

a) Defective work not remedied;

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

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

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

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

f) Damage to another contractor;

g) Failure to submit required reports; or

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

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

GP-60 LIENS

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

GP-61 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

GP-62 ANTI-KICKBACK CLAUSE

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

GP-63 SUSPENSION/DEBARMENT

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

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

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

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

GP-64 LOUISIANA FIRST HIRING ACT

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

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

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

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

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

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Project Site is located in southern Cameron Parish in the south and south eastern portions of Calcasieu Lake. Approximate coordinates for the center of the project are 29°51'47.53" N and 93°14'7.82" W (NAD 83). Public access to the project site is by boat only. Hebert's Marina, south of Deatonville, LA, is listed as a nearby public boat launch for this project and shown on a map with directions provided in in Appendix E. Private access to the project site may be possible through agreements made between the Contractor and nearby landowners.

SP-2 WORK TO BE DONE

The Contractor shall provide all labor, materials, and equipment necessary to perform the Work. The Work shall include, but not be limited to, Mobilization and Demobilization to the Project Site, Surveying, Excavation and Removal of Siltation and Debris, Scour Repairs, Levee Breach Repairs, and Mechanical Repairs to existing Concrete Water Control Structures (WCS). The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by the Engineer. The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands or any other sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-existing conditions at no expense to the Owner. Quantity calculations, layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan. Work shall not be performed by the Contractor until the Engineer issues approval of the Work Plan. The major tasks associated with the Work are described as follows:

A) Site Examination: The Contractor shall examine the Project Site and make determinations of the work site accessibility, construction sequence, character of the material to be excavated and/or dredged and the site conditions. Material such as logs, stumps, snags, tires, scrap, debris and other obstructions may be encountered within the Project Site. No separate payment for removal and disposal of these obstructions

shall be made.

B) Surveying: Prior to construction, a Pre-Construction Survey shall be performed throughout the entire extents of the work site at all project feature locations, and construction equipment access routes. During construction, Process Surveys shall be performed for partial Acceptance and Payment. After construction is complete, the Contractor shall develop an As-Built Survey for final Acceptance of all the Work. All surveying work shall conform to the requirements stated in the Technical Specifications, Section TS-210 SURVEYS.

C) Channels: Temporary access channels within the delineated access route will not be permitted to be dredged due to the presence of public oyster resources in Calcasieu Lake.

D) Excavation and Removal of Siltation and Debris: The Contractor shall remove from the Project Site existing materials, including debris and siltation resulting from Hurricane Laura, at the Mangrove Bayou Outlet Channel as specified in the Plans. Removal of materials shall be performed by excavating and/or mechanically dredging in-place materials which shall then be transported off site. Excavation and Removal of Siltation and Debris shall conform to the requirements stated in the Technical Specifications, Section TS-370 EXCAVATION and shall meet the alignment and cross-sectional parameters detailed in the Plans.

E) Scour Repairs: The Contractor shall perform general scour repairs by filling scoured areas with rip rap along the alignments called for in the drawings. Rip rap installations shall conform to the requirements stated in the Technical Specifications, Sections TS-700 RIP RAP and TS-601 WOVEN GEOTEXTILE FABRIC and shall meet the alignment and cross-sectional parameters detailed in the Plans.

F) Levee Breach Repairs (Extension of Steel Dam Structures): The Contractor shall perform the breach closures by constructing a new steel dam structure, of which shall tie into and be like kind to the existing steel dam structures at the Grand Bayou and Lambert Bayou locations, along the alignments called for in the Plans. The multi-component construction of the steel dam structures shall conform to the requirements stated in the Technical Specifications, Sections TS-920 PERMANENT STEEL SHEETING, TS-921 PILES, TS-700 RIP RAP, and TS-601 WOVEN GEOTEXTILE FABRIC. In continuance, construction of the steel dam structures shall be governed under the parameters dictated by the Plans.

G) Mechanical Repairs to Water Control Structures: The Contractor shall perform Mechanical Repairs to Water Control Structures (WCS) at the Grand Bayou WCS, Lambert Bayou WCS, and the No Name Bayou WCS locations as called for in the Plans. All Mechanical Repair items shall conform to the requirements stated in the Technical Specifications, Sections TS-520 GATES, TS-802 FLOATING BUOYS, TS-950 FENCING, TS-951 RAILING, TS-952 STAIRS, and TS-980 METALS.

H) Use of Equipment: The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands or any other sensitive areas not within the Project Site. The Contractor shall be responsible for returning all disturbed wetlands to pre- existing conditions at no expense to the Owner.

SP-3 CONTRACT TIME

The contract time for this project is 152 calendar days.

SP-4 CONTRACT MILESTONES

Milestone	Locations and Recipient	Date
Bid Advertisement	Publications	As advertised
Mandatory Pre-Bid Conference and Non-Mandatory Site Visit (GP-5)	Location provided in Advertisement for Bids	Provided in Advertisement for Bids
Questions on Bid Documents (GP-5 and SP-6)	Submit to CPRA	Provided in Instructions to Bidders
Effective Date of Contract	Contractor and Owner	Stated in Contract
Start of Contract Time	Contractor and Owner	Stated in Notice to Proceed

List of all Subcontractors (GP-19)	Submit to Engineer	Prior to awarding any subcontracts
Work Plan (GP-8 and SP-8)	Submit to Engineer	14 days prior to Pre-Construction Conference
Progress Schedule (GP-9)	Submit to Engineer	14 days prior to starting construction, monthly
Daily Progress Report (GP-10)	Submit to Resident Project Representative	Daily during construction
USCG Notice to Mariners (SP- 16)	Submit to Engineer	Prior to mobilization of construction equipment
Pre-Construction Conference (GP-14)	Contractor, Engineer and Resident Project Representative	Scheduled by the Engineer prior to the Notice to Proceed being issued
Progress Meetings and Reports (GP-13, GP-39)	Engineer and Resident Project Representative	Bi-weekly
Pre-Construction Survey (TS-210	Submit to Engineer	14 working days prior to anticipated start of Construction
Process Surveys (TS-210)	Submit to Engineer	5 working days after notification that field data collection for each process survey is complete
As-Built Survey (TS-210)	Submit to Engineer	5 working days prior to Final Inspection
Written Notice of Completion of Work	Submit to Engineer	Upon completion of the Work
End of Contract Time	Contractor and Owner	Provided in Instructions to Bidders

SP-5 DELIVERABLES

A) Prior to Construction: The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference:
   a. Updates to the Work Plan and Progress Schedule based on comments from the Engineer;
   b. Proposed changes to the layout of the Work;
   c. Records of communication and permissions between the Contractor and private property owners, government agencies, etc.
   d. Contractor's Proposed Access Routes to all Work Sites
   e. Descriptions of Contractor's Proposed Equipment
   f. Contractor's Proposed Construction Sequencing

B) During Construction: The Contractor shall provide the following information to the Engineer during construction:
   a. The results of all surveys, survey data in proper format, and calculations as specified in TS-210 "Surveys";
   b. Progress Schedule as specified in GP-9;
   c. Daily Progress Reports as specified in GP-10;
   d. Copies of all inspection and monitoring reports;
   e. All Change Orders, Field Orders, Claims, Requests for Information; and Amendments;
   f. Materials data sheets and results of any materials testing required by and included under Technical Specifications, Sections TS-520 Gates, TS-601 Woven Geotextile Fabric, TS-700 Rip Rap, TS-802

Floating Buoys, TS-920 Permanent Steel Sheeting, TS-921 Piles, TS-950 Fencing, TS-951 Railing, TS-952 Stairs, and TS-980 Metals; at least 30 days prior to installation;

g. Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;

h. Barge displacement tables in accordance with SP-18 for material quantity measurements included under TS-700 Rip Rap

C) Post Construction: The following documents shall also be submitted to the Engineer after the completion and final Acceptance of the Work:

a. As-Built Drawings shall show revisions such as field or change orders and shall be noted, shown in red and be easily distinguishable from the original design.

SP-6 CONTACT INFORMATION

Prior to the Bid opening date, the Bidder shall submit all questions regarding the Bid Documents in writing to the Owner as follows:

Coastal Protection and Restoration Authority (CPRA)
150 Terrace Avenue, Suite 100
Baton Rouge, LA 70802
Attn: Sharissa Felder
Phone: 225-342-7310
Fax: 225-800-5599
Email: cpra.bidding@la.gov

After execution of the contract between the Owner and Contractor, the successful Contractor shall direct all communications to the following:

CPRA Construction Manager
Dion Broussard, P.E.
635 Cajundome Blvd., Suite B134
Lafayette, LA 70506
E-mail: dion.broussard@la.gov
Phone: 337-482-0682
Fax: 337-482-0687

ROYAL Engineer of Record
Beau Tate, P.E.
1231 Camellia Blvd
Lafayette, LA 70508
Email : btate@royalengineering.net
Phone: 337-735-4027

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-7 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.

7.1 Minimum Scope and Limits of Insurance

7.1.1 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.

7.1.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

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

7.1.3 Automobile and Watercraft Liability

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

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

7.1.4 Excess Umbrella

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

7.1.5 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.

7.1.6 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.

7.2 Other Insurance Provisions

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

7.2.1.1 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.

7.2.1.2 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.

7.2.1.3 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.

7.2.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully author- ized 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.

7.2.3 Verification of Coverage

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

State of Louisiana
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Project # CS-004-A (Cameron Creole Maintenance Project – Storm Damage Repairs)

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.

7.2.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible

for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

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

7.2.5 Worker's Compensation Indemnity

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

7.2.6 Indemnification/Hold Harmless Agreement

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

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

7.3 Performance and Payment Bond

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

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

SP-8 WORK PLAN SUPPLEMENTAL

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

8.1. The field equipment, methodology, and software to be used for survey data collection, post-processing, and calculations of quantities;

8.2. Layout of for all construction access routes;

8.3. Contractor's proposed method of tying the new steel sheeting into the existing and resultant batter pile location and layout for the Levee Breach Repairs

8.4. Contractor's proposed connection hardware for all Mechanical Repairs included in Bid Item Nos. 10 (Mechanical Repairs to WCS – Grand Bayou Water Control Structure), 17 (Mechanical Repairs to WCS – Lambert Bayou Water Control Structure), and 22 (Mechanical Repairs to WCS – No Name Bayou Water Control Structure)

8.5. Contractor's proposed Rip Rap installment plan for achieving the design elevations and slopes specified in the Plans

SP-9 FAILURE TO COMPLETE ON TIME

For each day in excess of the approved contract days that the Work remains incomplete, the sum of three thousand dollars ($3,000) per calendar day will be assessed by Owner and will be deducted from any money due to Contractor as Liquidated Damages. Contractor and Surety shall be liable for any Liquidated Damages that are in excess of the amount due Contractor.

SP-10 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the Boat Launch and Project Site for the Engineer, and Resident Project Representative throughout the Work. The schedule and pickup location shall be arranged by the Engineer, Resident Project Representative, and the Contractor prior to mobilization. The Contractor shall provide daily access to a shallow draft boat (6 passenger capacity) and/or airboat to observe the various project features during the duration of construction activities. The Contractor shall supply the fuel and maintain the boat. All mechanical malfunctions of the boat shall be repaired within twelve (12) hours.

In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary boats and deduct the cost of this from payments to the Contractor. The costs associated with providing the boats shall be included in the lump sum price for Bid Item No. 1, "Mobilization and Demobilization (TS-120)".

SP-11 OFFICE FOR THE OWNER

The Contractor shall provide an office for the Engineer and Resident Project Representative at the Project Site. This office shall be for the sole use of the Engineer or Resident Project Representative, suitably sized, and provided with lighting, heat, and air conditioning. The office furnishings shall include a worktable and two chairs. Adequate lighting and electrical services shall be provided to operate office equipment supplied by the Owner. Internet access within the offices shall be provided by the Contractor. In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use another necessary office at the expense of the Contractor. The cost for providing and furnishing this office shall be included in the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization (TS- 120)."

SP-12 LANDOWNER REQUIREMENTS

General

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

The Contractor shall add all Grantors as additional insured. It is also agreed and understood that the Contractor will at all times indemnify and hold harmless all landowners from and against any and all claims, demands,

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

Landowner Notifications

The Contractor shall make his/her arrangements for obtaining all access and construction related permits and permissions. Notification shall be made to all landowners (Grantors) at least fourteen (14) working days prior to initiation of access to the said lands for the purpose of work planning, implementing, constructing, operating, modifying, monitoring and maintaining the Project Site, or as otherwise stipulated in the executed agreements. The contractor shall pay all associated fees required to perform the Work specified in the plans. Associated permits, permissions, and fees required may include, but is not limited to , Special Use Permits (Required to be present and construct activities on National Wildlife Refuge Properties), staging, fabrication, barge loading, etc. on private properties.

Permits obtained by the Project Owner and the Land Rights Memorandum are included in Appendix J.

All of the Work included in the Project takes place on private property. The Contractor shall abide by the stipulations set forth by the respective landowners below:

Sabine National Wildlife Refuge
Shaun Ziegler, Project Leader / Refuge Complex Manager
U.S. Fish and Wildlife Service
Southwest Louisiana National Wildlife Refuge Complex
209 Nature Rd
Lake Arthur, LA 70549
Email: shaun_ziegler@fws.gov
Phone: (337) 774-5923

Patrice Betz, Acting Refuge Manager/Oil & Gas Specialist
U.S. Fish and Wildlife Service
Southwest Louisiana National Wildlife Refuge Complex
209 Nature Rd
Lake Arthur, LA 70549
Email: patrice_betz@fws.gov
Phone: (337) 563-7684

Miami Alternatives, LLC
Chad Courville, Property Manager
309 La Rue France, Suite 201
Lafayette, LA 70508
Email: ccourville@miami-corp.com
Phone: (337) 264-1695

McCall, Henry A. Jr.
Rocky Kelley, General Manager
P O Box 186
Email: rockyk@camtel.net
Phone: (337) 264-1695

Robert Gaspard, Property Manager
P O Box 186
Cameron, LA 70631
Phone : (337) 302-6644

SP-13 PIPELINE OWNER/OPERATOR REQUIREMENTS

General

Pipelines exist within the Project Site and include, but are not limited to, flow lines, pipelines, and associated pipeline facilities. Generally, "pipelines" are larger diameter, long-distance, high-pressure lines, and are subject to federal regulations. Pipelines typically range in size from 6 inches (6") to 48 inches (48") in diameter. "flow lines" or "production lines" are generally smaller, short-distance, or lower-pressure lines, and typically range from 2 inches (2") to 6 inches (6") in diameter. These lines are typically located within the coastal zone, are primarily underwater, and may contain oil, gas, water, or other substances.

The Owner has performed a two-part pipeline investigation in accordance with the American Society of Civil Engineers, CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. The initial investigation consisted of reviewing Geographic Information System (GIS) pipeline location records meeting CI/ASCE 38-02 Quality Level D. Upon completion of this review, the Owner conducted magnetometer surveys meeting Quality Level B. Additionally, the Owner performed probings of pipeline locations identified from the magnetometer survey to evaluate pipeline horizontal and vertical positions.

The Owner has sent Notice of Construction letters to all known pipeline owners/operators within the proposed Work limits. The Notice of Construction letters, construction stipulations (LONO provided by the Pipeline Owner/Operator), and pipeline location maps are included in Appendix K.

To verify pipeline locations, the Contractor shall provide an independent magnetometer survey prior to construction as per TS-210.8. The verification of pipeline locations, horizontal and vertical positions, and vessel draft of the Contractor's equipment, is essential for project safety.

Pipeline Owner/Operator Agreements

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

Pipeline Safety

The Contractor shall safely conduct Work operations in such a manner as to adhere to current federal and state of Louisiana Administrative Code, Title 43, Part XI, pipeline safety, damage prevention, incident prevention,

and emergency response practices, and not interfere with pipeline operations. The Contractor shall submit a pipeline emergency response plan in the Work Plan.

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

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

Pipeline Crossings

All equipment shall either remain floating over existing pipelines or shall only traverse over pipelines after the placement of protective measures as required by the pipeline owner/operator. Protective measures shall be capable of supporting equipment and pipeline loads while protecting the existing buried pipelines from damage. For known pipelines, protective measure types/material and dimensions/tolerances shall be coordinated with and approved by the pipeline owner and included in the Work Plan. For unknown pipelines, types of materials used shall be included in the Work Plan for approval by the Engineer. Protective measures shall be installed a minimum of five (5) days prior to commencement of Work within five hundred feet (500') of the respective pipeline. In the event that protective measures are not required by the known pipeline owner(s), the Contractor shall provide written documentation from the pipeline owner stating as such in the Work Plan. The Contractor shall remove the protective measures from the Project Area prior to demobilization. Any damages to existing infrastructure shall be returned to pre-project conditions at no additional cost to the Owner.

Pipeline Excavation Tolerances

No mechanical excavation, anchors, or spuds shall be permitted within a tolerance zone of seventy-five feet (75') from any existing pipeline, unless specified otherwise in the Contract Documents.

Pipeline Location Markings

The Contractor shall investigate, locate, mark, and protect all pipelines where equipment and construction activities will be performed. Pipeline location markings as detailed in TS-210.8.4, Existing Infrastructure, shall be installed a minimum of five (5) days prior to commencement of Work near the pipelines and shall be maintained throughout construction.

Pipeline Notifications

The Contractor shall contact Louisiana 811 at 1-800-272-3020 at least five (5) business days prior to any construction activities. Notification of known pipeline owners/operators shall be performed in accordance with the timelines established in the Agreements/(LONOs), but not less than 14 days, prior to commencement of Work near affected utilities.

Known Pipeline Owners/Operators Contact Information

The following entities are known to have pipelines within the project limits and shall be notified per this specification. If additional pipelines are identified during the Pre-Construction Survey, TS-210.8, the Contractor shall provide contact information for utilities owner/operators to the Engineer and make the necessary notifications to the pipeline owners/operators.

Cheniere Creole Trail Pipeline Company	**Columbia Gulf Transmission, LLC**
Attn: Tommy Boudreaux	Attn: Brandon Comeaux
Phone: (337) 533-2100	Phone: (337) 228-7075
Email: thomas.boudreaux@cheniere.com	Email:brandon_comeaux@tcenergy

SP-14 NOTIFICATION OF DISCOVERY OF HISTORICAL OR CULTURAL SITES

If during construction activities the Contractor observes items that may have prehistoric, historical, archeological, or cultural value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources. Such observations shall be reported immediately to the Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special dispositions of the finds should be made. The Contractor shall not resume work at location without approval from the Engineer.

SP-15 NAVIGATION

The Work shall be performed in accordance with the Navigable Waters and Wetlands Sub-section 107.09 of the latest edition of the Louisiana Standard Specification for Roads and Bridges. Navigable waterways shall not be impaired except as allowed by applicable laws or regulations. Excavation of access channels shall not be permitted unless otherwise specified in the Contract Documents. It is the responsibility of the Contractor to select equipment that can navigate from a maintained navigation channel to the Project Site without excavation of existing water bottoms unless otherwise specified in the Contract Documents. All vessels shall remain floating at all times during transit to the Project Site. See TS-120 "Mobilization and Demobilization", and sheet 5 of the Plans for further information regarding navigation. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the water bottom depths in the vicinity of the Project Site.

Access routes illustrated on sheet 5 of the Plans are proposed only. The contractor shall assume full responsibility for developing all navigation routes, including but not limited to Project Access Routes, and verifying the adequacy of all navigation routes, that he or she plans to utilize to perform the Work as specified in the Plans. Disturbance of water bottoms, including but not limited to existing oyster reefs, is not permitted along any navigation route the Contractor utilizes during the Project. In verifying the adequacy of a particular navigation route, whether proposed in the Plans or not, the Contractor is required to verify that water depths along the entirety of the navigation route are adequate in order to avoid any water bottom disturbances. The Contractor shall assume full responsibility for any water bottom disturbance that occurs outside of the areas permitted for excavation and fill activities as illustrated and specified in the Plans and these Specifications.

SP-16 NOTICE TO MARINERS

The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard at least 30 days prior to mobilization of construction equipment to provide all necessary information regarding the layout and schedule for the entire construction operation. The United States Coast Guard shall publish this information in the local notice to mariners. A copy of the original notice and all updates shall be provided to the Engineer as specified by SP-4 "Contract Milestones". In addition, the Contractor shall also contact the Lake Charles Pilots to provide any and all necessary information regarding the layout and schedule for the entire construction operation:

Lake Charles Pilots
4902 Ihles Rd., Suite A
Lake Charles, LA 70605
(337) 436-0372

SP-17 ADJUSTMENT OF QUANTITIES

The Owner has the right to adjust quantities for contract items 25% higher or 25% lower without an adjustment of the unit price during construction. The contract time may be extended by the Owner if quantities are adjusted higher.

SP-18 BARGE DISPLACEMENT TABLE

Contractor shall develop a barge displacement table for measurement and payment of graded riprap and include it in the Work Plan. The table shall be approved by the Engineer. It shall show the name and/or number, dimensions, name of owner, and name of fabricator for each barge. Contractor shall furnish a dimensioned drawing or sketch of each barge that is sufficient to verify the barge displacement table. The drawings shall show, at a minimum, the length, width, and depth of the barge, and dimensions of rake(s). All new or modified barges shall be field checked for current dimensions by Contractor in the presence of Engineer or the Inspector. Each table shall contain the freeboard of the barge in feet and tenths from zero (0) to the full depth of the barge and the corresponding gross displacement to the nearest ton.

Each barge shall be suitably marked with two displacement gaging lines along each side of the barge. Each gaging line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gaging lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gaging lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gaging locations and the displacement determined by the use of the "CELMV Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered.

Barge displacement measurements shall be taken on final barge used to transport graded riprap to the project footprint. For example, if graded riprap is transported via barge to the project vicinity and then light-loaded onto a different barge before final placement of material in the project footprint, payment related measurements must be taken on the light-loaded barge. Measurements shall be taken when the barge has a minimum of one (1) foot clearance between the underside of the barge and the bay bottom.

If the barge tables were originally furnished for fresh water and the barge displacement measurements are being taken in saltwater, the Contractor has the option to obtain water samples and determine the densities or unit weights of the water. Water sampling shall be performed concurrently with the measurements of the barges, both when fully loaded (ie prior to placing material on site) and empty. Water samples shall be taken by Contractor and witnessed by Engineer. The water samples shall be taken in accordance with ASTM D 3370 (practice A-Grade Sample) at depths of four (4) and eight (8) feet in the area where measurements are made using a "Polypro" 2000 ml. water sampler, or approved equal.

Densities shall be tested and reported in writing according to ASTM D 1429 (Method D Hydrometer method). After review and approval of the test results by the Engineer, the average of the densities for each barge will be used to adjust the measurements. A unit weight of 62.45 pounds/cubic foot is standard for fresh water. If Contractor does not obtain water samples and densities, then no adjustments will be applied to the displacement table and graded riprap quantities.

SP-19 MARINE MAMMAL SPECIAL CONDITIONS FOR IN WATER USE

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, manatees 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 8 ½" 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 8 ½"X11" 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.

SP-20 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN STATE PROCUREMENT

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

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

END OF PART II – SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-120 MOBILIZATION AND DEMOBILIZATION

120.1 Scope: The Contractor shall furnish all of the labor, equipment, and materials necessary for mobilization and demobilization to the work area(s) and construction access route(s) in order to perform the Work. This includes movement of all equipment, personnel, supplies, and any other work necessary to access the Project Site for the duration of the project; the establishment of offices, buildings, and other facilities necessary for the Work on the project; the cost of Bonds and any required insurance; and other pre-construction expenses necessary for the start of the Work, excluding the cost of construction Materials.

120.2 Arbitrary Mobilization by Contractor: The Owner shall pay for only one mobilization and demobilization effort. Should the Contractor demobilize prior to completing the Work, subsequent remobilization shall be performed at no expense to the Owner.

120.3 Equipment: All equipment shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth in the Plans and these Specifications and shall be subject to inspection by the Engineer or Resident Project Representative at all times.

120.3.1 Construction Access: Oyster reefs are present throughout much of Calcasieu Lake. Project features have been designed for the protection of this resource. Construction access routes in Calcasieu Lake shall be limited to open water within the construction access corridors of which are to be developed and verified for adequacy by the Contractor and submitted to the Engineer for record. Access routes illustrated on sheet 5 of the Plans are proposed only (SP-15 "Navigation"). Any impacts to wetlands, oyster reefs or shells, or water bottoms located external to the Project Site and the construction access routes shall be repaired prior to demobilization at no direct pay. Any damage to the existing marsh outside of the specified work areas shall be repaired by the Contractor at no expense to the Owner. Channel excavation shall not be allowed (SP-15 "Navigation"). The Contractor shall not traverse across any pipeline with equipment that could damage the pipeline (SP-13 "Pipeline Owner/Operator Requirements).

120.4 Ratio of Effort: Sixty percent (60%) of the Contract cost for this bid item will be paid to the Contractor upon confirmation of the start of Work. Forty percent (40%) of the Contract cost for this bid item will be paid to the Contractor after all equipment has been removed from the work area and after Acceptance of all Work.

120.5 Justification of Costs: If the Engineer determines that the unit price for this Bid Item does not bear a reasonable relation to the amount of Work, the Contractor shall be required to justify the unit price in the Application for Payment using cost data. Failure to justify such price to the satisfaction of the Engineer will result in payment of actual Mobilization and Demobilization costs, as determined by the Engineer, at the completion of Mobilization

and Demobilization, respectively. Payment of the remainder of this item will be made in the final payment under this contract. The determination of the Engineer is not subject to appeal.

120.6 Measurement and Payment: Payment shall be made at the Contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization (TS-120)". Payment shall constitute full compensation for furnishing the labor, equipment and other incidentals related to this item of the Work.

TS-210 SURVEYS

210.1 Scope: The Contractor shall furnish all material, labor and equipment necessary to perform the Pre-Construction, Process, and As-Built Surveys of the Work in compliance with the Plans and these Specifications. All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a Professional Surveyor, or Professional Engineer, licensed in the state of Louisiana. All survey drawings shall be signed and sealed by a Louisiana licensed, Professional Surveyor or Professional Engineer, under which supervision of the surveys were conducted. The Contractor shall provide the schedule for the surveys and deliverables in the Work Plan.

210.2 Notifications to the Engineer: The Contractor shall notify the Engineer a minimum of two (2) working days prior to performing the Pre-Construction, Process, and As-Built Surveys. The Contractor shall also notify the Engineer immediately after field data collection for each survey is complete. The Owner may stop the respective portions of the Work if the notifications are not made. The Contractor shall not submit a Claim for this type of Work stoppage.

210.3 Reference and Control: Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), U. S. Survey Feet Geoid 12B. Horizontal and vertical control shall be established by using the CPRA monument(s) provided in Appendix F. Temporary Bench Marks (TBMs) shall be installed as deemed necessary by the Contractor to perform all surveys.

210.4 Method: Surveys shall utilize conventional RTK surveying methods or an appropriate GNSS or GPS Real Time Network such as Gulfnet Virtual Real-Time Network (VRS). The Contractor shall follow the recommendations and guidelines established in the latest CPRA "Contractor's Guide to the Standards of Practice: for CPRA Contractors Performing Topographical, Construction, Monitoring Surveys, and Determining GPS Derived Orthometric Heights within the Louisiana Coastal Zone."

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

210.5.1 Topographic Surveys: Topographic survey equipment shall have a minimum vertical and positional accuracy of one-tenth (0.1) of a foot. Bathymetric and topographic surveys shall overlap by 25 feet at all interfaces between land and water.

210.5.2 Bathymetric Surveys: Bathymetric survey equipment shall have a minimum vertical accuracy of one-tenth (0.1) of a foot or ±0.1% of depth, whichever is more. Bathymetric surveys collected on board vessels must be differentially corrected to the referenced datum for tidal fluctuations and vessel pitch, roll and heave. Bathymetric and topographic surveys shall overlap by 25 feet at all interfaces between land and water.

210.5.3 Magnetometer Surveys: Magnetometer survey equipment shall have a minimum accuracy of 3 gammas throughout its operational range.

210.5.4 Survey Stakes: Survey stakes utilized for topographic and bathymetric stakeout shall consist of bamboo cane or roseau cane of sufficient length. Survey stakes shall be removed after completion of the project unless otherwise directed by the Engineer.

210.6 Design Survey: The design survey report in Appendix G is for informational purposes only.

210.7 Modifications to Survey Layout: All approved modifications to the layout of the Work by the Engineer shall be surveyed and included in the Pre-Construction and As-Built Surveys.

210.8 Pre-Construction Survey: The Pre-Construction Survey shall be submitted to the Engineer and will be used to verify the existing conditions at the Project Site, modify the bid quantities as deemed necessary by the Engineer, and lay out and stake out the Work. The Pre-Construction Survey shall show the existing bathymetry, topography, and existing infrastructure in plan and profile using markers, spot elevations, coordinates, contours, lines and grades. All Pre-Construction Surveys must include the seal and signature of a Professional Surveyor, or Professional Engineer, licensed in the State of Louisiana. The Pre-Construction Survey shall be consistent with the Construction Survey Layout shown on the Plans and shall include the following items:

210.8.1 Quantities: The Pre-Construction Survey shall provide the basis for updating projected quantities for bid items 3-4, 6, 8, 11, 14, 18, and 21. Quantities shall be presented per structure as applicable. The methodology or software that is proposed to be used to calculate quantities shall be provided in the Work Plan.

210.8.2 Temporary Bench Marks: The Contractor may install temporary bench marks at any location within the Project Site as necessary to perform the Work. All temporary bench marks shall be repaired and resurveyed if disturbed or damaged during construction.

210.8.3 Temporary Aids to Navigation: Any temporary aids to navigation shall be surveyed after installation.

210.8.4 Existing Infrastructure: All infrastructure (pipelines, power lines, etc.) that is located within one-hundred-fifty (150) feet of the Work Areas or construction access route shall be surveyed and marked at a minimum of fifty (50) foot intervals along the alignment of the infrastructure. The proposed methods for marking the infrastructure shall be included in the Work Plan. Pipelines shall also be probed for depth of cover (top of pipe to existing ground) at fifty (50) foot intervals.

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

210.8.6 Construction Access Route: A topographic/bathymetric and magnetometer survey shall be performed along the entire construction access route(s) prior to equipment mobilization. These surveys shall extend from the start to terminus of all construction access route(s). Perpendicular transects shall be surveyed at one thousand (1,000) foot intervals along the centerline route(s). Bottom elevations and coordinates shall be recorded along the centerline of the construction access route(s) at one hundred (100) foot intervals and at all points of inflection. Bottom elevations and coordinates shall be recorded along the perpendicular transects at twenty-five (25) foot intervals and at all points of inflection.

210.8.7 Excavation: A topobathymetric survey shall be performed in areas to be excavated along the proposed excavation alignment(s) depicted in the Plans which shall capture the cross-sectional data, perpendicular to the centerline, of the proposed dredging extents at fifty (50) foot intervals as well as any additional design cross sections included in and as depicted in the Plans. Elevations and coordinates shall be recorded at twenty five (25) foot intervals along the centerline or where there is a change in grade greater than +/- 0.5ft and at all points of inflection. Stationing shall be established along the centerline alignment as depicted in the Plans which shall directly correlate with the specific locations requiring cross sectional surveys as described above.

210.8.8 Rip Rap: A topobathymetric survey shall be performed in areas to be filled with rip rap along the proposed rip rap installation alignment(s) depicted in the Plans which shall capture the cross-sectional data, perpendicular to the centerline, of the proposed rip rap installation extents at fifteen (15) foot intervals as

well as any additional design cross sections included in and as depicted in the Plans. Elevations and coordinates shall be recorded at fifteen (15) foot intervals along the centerline or where there is a change in grade greater than +/- 0.5ft and at all points of inflection. Stationing shall be established along the centerline alignment as depicted in the Plans which shall directly correlate with the specific locations requiring cross sectional surveys as described above.

210.8.9 Sheetpile Structure: The centerline of the existing and proposed sheetpile structure alignment(s) shall be surveyed and staked in accordance with the existing and proposed batter pile spacing as well as the start and stop locations of the existing and proposed sheetpile structure(s). Cross sectional surveys, perpendicular to the centerline, shall be performed at each staked location. These cross sectional surveys shall extend 100 feet on each side of the centerline. Top of Wall and Topography Elevations shall be surveyed and recorded every fifteen (15) feet and at sudden changes in topography greater than 1 foot along these survey lines. All Batter Pile Cut-Off Elevations and locations should be surveyed and recorded. Details of this survey shall be included in the Work Plan.

210.8.10 Stake Out: Survey stakes shall be placed at fifteen (15) foot intervals and at all points of inflection along the centerline alignment of rip rap placement areas and sheetpile wall additions. Survey stakes shall be placed at twenty-five (25) foot intervals and all points of inflection along the landward extents of excavation.

210.9 Process Surveys: The Process Surveys shall be used to verify Partial Payment and determine Acceptance for completed portions of the Work, and to adjust quantities of Bid Items as deemed necessary by the Engineer. The Contractor shall provide Process Surveys showing the constructed items in plan and profile using elevations, coordinates, lines and grades consistent with the Pre-Construction Surveys unless stated otherwise. Process Surveys documenting quantities for payment shall be performed at a minimum of monthly and are required to include the signature and seal of a Professional Land Surveyor, or Professional Engineer, licensed in the State of Louisiana. The Process Survey submittals shall include the following:

210.9.1 Quantities: Cross-sectional area, volume calculations, and linear footage shall show the constructed quantities for each bid item, as applicable. The calculation methodology used to determine the quantities shall be consistent with the Pre-Construction Survey and as specified in the Contractor's Work Plan.

210.9.2 Excavation: A topobathymetric survey shall be performed in areas excavated along the required cross sections as described in Section TS-210.8.7 of these Technical Specifications. Elevations and coordinates shall be recorded at twenty five (25) foot intervals along the centerline or where there is a change in grade greater than +/- 0.5ft and at all points of inflection. Stationing shall be established along the centerline alignment as depicted in the Plans.

210.9.3 Rip Rap: A topobathymetric survey shall be performed in areas that rip rap installation has begun along the required cross sections as described in Section TS-210.8.8 of these Technical Specifications. Elevations and coordinates shall be recorded at fifteen (15) foot intervals along the centerline or where there is a change in grade greater than +/- 0.5ft and at all points of inflection. Stationing shall be established along the centerline alignment as depicted in the Plans.

210.9.4 Sheetpile Structure: The centerline of the proposed sheetpile structure alignment(s) shall be surveyed in areas that the construction of the sheetpile structure has begun in accordance with the proposed and/or finished batter pile spacing as well as the start and stop locations of the proposed and/or finished sheetpile structure(s). Cross sectional surveys, perpendicular to the centerline, shall be performed at each staked location that construction has manipulated. These cross sectional surveys shall extend 100 feet on each side of the centerline. Top of Wall and Topography Elevations shall be surveyed and recorded every fifteen (15) feet and at sudden changes in topography greater than 1 foot along these survey lines. All finished Batter Pile Cut-Off Elevations and locations as well as connection or tie-in locations should be surveyed and recorded. Details of this survey shall be included in the Work Plan.

210.9.5 Floating Buoys: The coordinates of all buoy anchors shall be surveyed and recorded following placement.

210.10 As-Built Survey: The As-Built Survey shall be used to verify final payment and Acceptance of all Work. The As-Built Survey shall show the constructed bid items in plan and profile using elevations, coordinates, lines, and grades consistent with the Process Surveys unless stated otherwise. As-Built Surveys must include the signature and seal of a Professional Land Surveyor or Professional Engineer, licensed in the State of Louisiana. The As-Built Survey submittal shall include the following items:

210.10.1 Deliverables: The Contractor shall submit all survey data and drawings to the Engineer for review and Acceptance by the dates specified in SP-4 "Contract Milestones". The Owner may stop the respective portions of the Work if the surveys are not submitted by the specified date. The Contractor shall not submit a Claim for an adjustment to either the Contract Time or Price on any bid item for failure to submit the surveys by the specified date.

210.10.2 Survey Data: Survey data shall be provided in x,y,z .csv format, or approved equal on digital compact disk or a web-based file transfer site. Survey data shall be presented as follows:

210.10.2.1 Bathymetry and topography data shall be provided in tables and include separate columns for the transect/alignment number, point number, point description, northing coordinate, easting coordinate and elevation. Bathymetric survey data shall include bar check results, survey scroll of BIN file, and corrected for tidal fluctuations and vessel pitch, roll and heave.

210.10.3 Survey Drawings: Surveys shall be provided on digital compact disk or a web-based file transfer site, and shall be able to be opened in the latest version of AutoCAD (2020) and Adobe Acrobat. Three (3) hard copies of the As-Built Surveys shall be provided to the Engineer. All survey drawings shall conform to CPRA drafting standards and be presented as follows:

210.10.3.1 All sheets shall include the project name, number and seal of a professional land surveyor licensed in the State of Louisiana

210.10.3.2 The location of all secondary survey monuments and temporary benchmarks shall appear in plan view;

210.10.3.3 Survey transects, spot elevations and ±1.0 foot contours shall be shown in plan view. Transects shall also be shown in profile and include mean high and mean low water levels;

210.10.3.4 All plan views shall be overlaid onto the most recent geo-rectified Digital Orthophoto Quarter Quadrangle aerial color photographs;

210.10.3.5 Revisions such as field or change orders shall be noted, shown in red and be easily distinguishable from the original design.

210.11 Acceptance: The Contractor shall request for Acceptance after completion of the Pre- Construction, Process and As-Built Surveys. The Engineer shall determine Acceptance of the Work based on these surveys and conformance to the Plans and Specifications. The engineer shall be afforded fourteen (14) working days from the date of receipt to review and determine Acceptance of each survey.

210.11.1 Pre-Construction Survey: The Contractor may mobilize equipment but shall not start construction until Acceptance of the Pre-Construction Survey. The Pre-Construction survey must gain Acceptance prior beginning of any material placement, excavation, removal, or construction.

210.11.2 Process Surveys: Payment for bid items shall not be made until Acceptance of the associated Process Surveys. Those portions of the Work that are required to be reworked, repaired, or replaced due to non-compliance with the Plans and these Specifications shall be resurveyed for Acceptance.

210.11.3 As-Built Survey: A draft of the As-Built Survey shall be submitted to the Engineer for review prior to the Final Inspection as per SP-4 "Contract Milestones". A final version of the As-Built Survey shall be

submitted to the Engineer for Acceptance after the Final Inspection as per SP-4 "Contract Milestones". Final payment for this bid item will not be received until the As-Built Survey has gained Acceptance from the Engineer.

210.12 Ratio of Effort: Forty percent (40%) of the Contract cost for this bid item will be paid to the Contractor upon Acceptance of the Pre-Construction Survey. The remaining sixty percent (60%) will be paid to the Contractor upon Acceptance of the As-Built Survey.

210.13 Measurement and Payment: The Contractor shall submit Applications for Payment after gaining Acceptance. Payment shall be made at the Contract Lump Sum price for Bid Item No. 2, "Surveys (TS-210)". Payment shall constitute full compensation for furnishing the material, labor, equipment, and other incidentals related to this item of the Work.

TS-370 EXCAVATION

370.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary for excavation of the Mangrove Bayou Outlet Channel as depicted in the Plans. All work shall be in accordance with the Plans and these Specifications. Construction sequencing shall be submitted in the Work Plan.

370.2 Submittals: The Contractor shall submit an excavation plan in his Work Plan detailing methods, survey procedure sequence, and extents of excavation.

370.3 General Requirements: Excavated material shall become the property of the Contractor. Dispose of excavated material in accordance with 202.02 of the Louisiana Standard Specifications for Roads and Bridges 2016. All excavation shall occur within the project footprint as depicted in the Plans.

370.4 Measurement and Payment: Measurement of excavated material will be measured as the difference in volume between pre-construction survey and post-construction survey. Excavation and disposal of material will be paid per cubic yard. No adjustment in contract price will be made.

Payment shall be made at the Contract Unit Price for Bid Item No. 3 "Excavation (TS-370) – Mangrove Bayou Outlet Channel". Payment shall constitute full compensation for furnishing the material, labor, equipment, and other incidentals related to this item of the Work.

TS-520 GATES

520.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and repair wooden lift gates (also known as drop or sluice gates) and flap gates at the Grand Bayou Water Control Structure (WCS). All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan.

520.2 Submittals: The Contractor shall submit complete descriptions of all materials including treated timber boards, bolts, nuts, washers, seals. metals, and other materials necessary to complete the Work. The Contractor shall include shop drawings, construction methods, and work sequencing in his Work Plan.

520.3 Materials: All materials shall comply with the following:

a) Flap Gate Timber Boards: Southern yellow pine, No.1 dense structural grade, smooth on 4 sides. Minimum cross sectional dimension 3.5" and shall be machined so that sides are square and parallel. Shall be horizontal and drawn together by tie rods.
b) Tie Rods: ¾" 316 stainless steel
c) Nuts and Bolts: 316 stainless

d) Hinge Pins: 316 stainless
e) Retainer Strip: 3/16" x 1" stainless steel
f) Wood Screws: 3/8" x 4"
g) Seal: Neoprene, 50-55 Shore A durometer, resilient
h) Plate Splines: 2" x 3/8" x 9'10" stainless steel
i) Lifting Eye Assembly: 5/8" diameter stainless steel bolt with ¼" x 6" x 6" shear plate
j) Lift Gate Timber Boards: Treated Southern yellow pine, No.1 dense structural grade, smooth on 4 sides. Dimensions 10.6' x 6' x 3"

520.4 General Requirements:

a) The Contractor shall replace all necessary timber boards and necessary hardware to complete repair of the gates. Contractor shall not remove pre-existing flap gate frames located on the structure(s). Contractor shall install new timber boards in existing lift gate frames.
b) Flap gate shall be attached to the frame in such a manner as to allow proper seating and full opening of cover.
c) A neoprene seal shall be attached to the inside of the gate and act as a seat for the gate against the frame.

520.5 Installation:

a) Installation of the gates shall be done in a workmanlike manner. It shall be the responsibility of the Contractor to handle, store, and install the equipment specified in this section in strict accordance with the manufacturer's recommendation.
b) The Contractor shall review the installation drawings and prior to installing the gates.

520.6 Measurement and Payment: Gate repairs will be measured as a lump sum item.

Payment shall be made at the Contract Price for Bid Item No. 10 "Mechanical Repairs to WCS – Grand Bayou Water Control Structure". No adjustment in contract price will be made. Payment shall constitute full compensation for furnishing the material, labor, equipment, necessary hardware, and other incidentals related to this item of the Work.

TS-601 WOVEN GEOTEXTILE FABRIC

601.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and place woven geotextile fabric prior to the placement of rip rap. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan.

601.2 Submittals: The Contractor shall submit product data sheets for all woven geotextile fabric placed demonstrating product conformance with these Specifications. Methods of placement and work sequencing shall be detailed in the Contractor Work Plan.

601.3 Materials: The Woven Geotextile Fabric shall meet or exceed the geotextile physical property requirements specified in Table 601 below "Woven Geotextile Properties". The material shall be a woven geotextile consisting only of long chain polymetric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and throughout the design service life. At least eighty-five (85) percent, by weight, of the material shall be polypropylines, polyesters, polyamides, polyethylene, or polyolefins. The geotextile shall be free of any treatment or coating which might adversely alter the geotextile's hydraulic or physical properties after installation. When required, the geotextile fabric shall contain stabilizers and/or inhibitors added to the base material to make filaments resistant to deterioration due to ultraviolet light and/or heat exposure. The edges of the geotextile shall be selvedged. The geotextile shall be free from defects and tears and shall meet or exceed the physical property requirements listed in the table on the next page. Thread used for factory or field sewing shall be of contrasting color to the fabric and made of kevlar, polypropylene, polyester, or polyamide thread. The thread shall be as resistant to deterioration due to

ultraviolet light and/or heat exposure.

Table 601- Woven Geotextile Properties

Property	**Test Method**	**Value**
Wide Width Tensile Strength (lb/ft)	ASTM D4594	4,800 lb/ft
Seam Strength (lb/ft)	ASTM D4884	2,400 lb/ft
Elongation at Break (%)	ASTM D4595	9%
UV Radiation Stability (% residual)	ASTM D4355	70% at 500 hours
Apparent Opening Size (AOS)	ASTM D4751	No finer than US sieve #50 and no courser than US sieve #30
Puncture, (lb)	ASTM D4833	90
Trapezoid Tear Strength, (lb)	ASTM D4533	220
Permittivity, Sec.$^{-1}$	ASTM D4491	0.15

601.4 Installation: The Woven Geotextile Fabric shall be installed in accordance with the lines and grades shown on the Plans, and to the requirements contained in these Specifications, or as directed by the Engineer. Installation of the Woven Geotextile Fabric shall be prior to the placement of the graded rip rap. All wrinkles and sags shall be stretched out immediately before rip rap installation. Prior to installation, any Woven Geotextile Fabric with defects, rips, holes, flaws, deterioration, or damage shall be rejected. The Woven Geotextile Fabric shall be protected at all times to assure the original chemical and physical properties remain unchanged. Adjacent geotextile sheets shall be overlapped a minimum of three (3) feet.

Any Woven Geotextile Fabric rejected or damaged shall be replaced by the Contractor prior to utilizing.

601.5 Shipment and Storage: Rolls of Woven Geotextile Fabric shall be shipped, transported, and maintained in a protective cover prior to placement. During all periods of shipment and storage, the geotextile fabric shall be protected from moisture, dust, debris, ultraviolet light, and other contaminants. Each roll shall be labeled or tagged with the manufacturer's name, date of manufacture, batch number, and name of product.

601.6 Acceptance: The Contractor shall furnish a signed mill certificate of affidavit to the Engineer at least 30 days prior to installation, as stated in SP-5. The mill certificate or affidavit shall attest the Woven Geotextile Fabric and seams are in compliance with the requirements of these Specifications.

601.7 Ratio of Effort: One hundred percent (100%) of the Contract cost for this bid item will be paid to the Contractor after installation of the Woven Geotextile Fabric and acceptance of rip rap placement.

601.8 Measurement and Payment: Woven Geotextile Fabric will be measured by the Square Yard installed. Payment shall be made at the Contract Unit Price per Square Yard for Bid Item Nos. 5 “Woven Geotextile Fabric (TS-601) – Mangrove Bayou Interior Canal Plug”, 7 “Woven Geotextile Fabric (TS-601) – Grand Bayou Interior Canal Plug”, 9 “Woven Geotextile Fabric (TS-601) – Grand Bayou Water Control Structure”, 12 “Woven Geotextile Fabric (TS-601) – Grand Bayou Levee Breach”, 16 “Woven Geotextile Fabric (TS-601) – Lambert Bayou Levee Breach and Water Control Structure”, 21 “Woven Geotextile Fabric (TS-601) – No Name Bayou Water Control structure”, and 24 “Woven Geotextile Fabric (TS-601) – No Name Bayou Levee Breach”. Payment shall constitute full compensation for furnishing labor, equipment, and other incidentals related to this item of Work. The Contractor may request partial payment, monthly, based on square yards of Woven

Geotextile Fabric placed.

TS-700 RIP RAP

700.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and place class 55-pound graded rip rap in accordance with these Specifications and in conformity to lines, grades, and thickness depicted in the Plans or as directed. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan.

700.2 Submittals: The Contractor shall submit the following per SP-5:

Name and Location of Quarry (for information only)
Barge Displacement Tables and Hydrometer (Water Density) Test Reports
Graded Rip Rap Test Reports
Graded Rip Rap Gradation Test Reports

700.3 Materials: The Contractor/Quarry shall provide all equipment and facilities for testing construction materials.

700.3.1 Prior to commencing graded rip rap production, Contractor shall provide the name and location of the quarry that will provide graded rip rap for the project. Suitable test reports and service records are required to determine the acceptability of the graded rip rap from the proposed source. Reports shall be from new test performed on actual graded rip rap to be used on the project. Acceptable graded rip rap shall meet the quality acceptance criteria listed below, in Sections TS-700.3.1.1 through TS-700.3.1.5 of these Technical Specifications, when tested in accordance with the following procedures:

700.3.1.1 Sampling of the graded rip rap shall be performed in accordance with ASTM D 75.
700.3.1.2 The absorption of graded rip rap shall be determined in accordance with ASTM D 6473.
700.3.1.3 The unit weight of graded rip rap shall be provided based on the apparent specific gravity determined in accordance with ASTM D 6473.
700.3.1.4 The loss by abrasion of graded rip rap shall be determined in accordance with ASTM C 535, processed and tested for No. 1 grading.
700.3.1.5 The gradation of the rip rap shall be determined in accordance with ASTM D 5519, Test Method C.

700.3.2 Throughout the duration of Work, Contractor/Quarry shall inspect sample, and test construction materials for compliance with the specified requirements and record the inspection of all operations. All sampling and testing shall be performed by a qualified testing laboratory meeting the requirements of ASTM D 3740 and ASTM E 329. A copy of the records of inspection, as well as the records of corrective action taken, shall be provided to Engineer. Owner reserves the right to test additional samples to verify the submitted test records at Owner's expense. If the first test results indicate that the materials do not meet the specified requirements, the additional test will be at Contractor's expense. As a minimum, Contractor/Quarry shall perform quality control inspection and testing, for both Armor Stone and Bedding Stone, in accordance with the following:

700.3.2.1 Gradation and Quality Tests

Testing Frequency: For each graded rip rap type, one gradation and one quality test shall be submitted prior to construction.

Sample Size: At least 50 stones and 10 tons per test.

700.3.3 Contractor shall be knowledgeable of the methods used at the quarry to produce graded rip rap gradations specified, especially the effects of repeated handling. Contractor shall coordinate with the quarry and use loading and unloading methods that ensure required gradations are provided for placement.

700.3.4 All stone for Graded Rip Rap (GRR) shall be durable natural stone. It shall be free from visible cracks, clay pockets, cavities (vugs), laminations, and other defects that would tend to increase unduly its deterioration from natural causes. Stone shall not include objectionable quantities of dirt, sand, clay, and/or rock fines. Stone shall have a solids unit weight (including the permeable and impermeable voids in the particles, but not including the voids between particles) of 155 PCF (min) and 165 PCF (max) (based on apparent specific gravity). Stone having a solids unit weight greater than 165 PCF may be submitted to Engineer for approval, but may require GRR layer thickness modification to reduce bearing pressure on soft soils. The absorption shall not exceed three percent (3%) and maximum loss by abrasion shall be 36 percent. The GRR shall be reasonably well graded and shall include essentially all stone sizes between the two extremes specified which will result in a dense, fairly well-graded material not having noticeable voids or a lack of the larger sizes. Rip rap shall be reasonably well graded and shall comply with Table 711-1 of the LA DOTD Standard Specifications.

Table 711-1

Riprap Class[1]	Stone Size, lb	Spherical Diameter, foot[2]	Percent of Stone Smaller Than
2 lb	10	0.51	100
	4	0.38	40-100
	2	0.30	15-50
	0.75	0.22	0-15
10 lb	50	0.88	100
	20	0.65	50-100
	10	0.51	15-50
	5	0.41	0-15
30 lb	140	1.24	100
	60	0.94	42-100
	30	0.74	15-50
	10	0.51	0-15
55 lb[3]	275	1.50	100
	110	1.11	42-100
	55	0.88	15-50
	20	0.63	0-15
130 lb[3]	650	2.00	100
	260	1.46	45-100
	130	1.17	15-50
	40	0.79	0-15
250 lb[3]	1250	2.50	100
	500	1.83	45-100
	250	1.46	15-50
	80	1.00	0-15
440 lb[3]	2200	3.00	100
	900	2.23	40-100
	440	1.76	14-50
	130	1.17	0-15
1000 lb[3]	5000	4.00	100
	2000	2.91	45-100
	1000	2.31	10-50
	300	1.55	0-15

1 - The stone size used to define the Riprap Class is the minimum median stone size for the stone class. The minimum thickness of a riprap layer shall be no less than the spherical diameter of the maximum stone size in the Riprap Class.

2 - Spherical diameters of riprap classes up to 30 lb are based on a solid stone weight of 140 lb/cu ft. Spherical diameters of riprap classes above 30 lb are based on a solid stone weight of 155 lb/cu ft.

3 - Recycled portland cement concrete shall not be used in these riprap classes.

700.4 Construction Requirements

700.4.1 Areas on which riprap is to be placed shall be graded to the required section. Graded riprap shall be placed to the lines, slopes, and grades depicted in the Plans with a maximum tolerance of plus of minus half a foot (±0.5ft). Graded rip rap shall be placed in a manner which will produce a reasonably well-graded mass of stone with a minimum practicable percentage of voids. The entire mass of stone will be placed to be in conformance with the lines, grades, and thickness at one operation and to avoid displacing underlying material. Placing of riprap in layers, or dumping into chutes, or by similar methods likely to cause segregation, will not be permitted.

700.4.2 When placement in water currents is required, the contractor shall make drift checks and place graded riprap in such manner as to compensate for drift. The contractor shall furnish necessary facilities and personnel for checking riprap depth and distribution.

700.4.3 Contact between individual stones shall be maximized on all sides. Each stone shall have at minimum three points of contact with other stones.

700.4.4 The rock shall be placed carefully by limiting the height of drop to less than one (1) foot.

700.4.5 If any graded rip rap is deposited elsewhere than in places depicted in the Plans or approved, Contractor may be required to remove such misplaced material and redeposit where directed at his expense.

700.5 Measurement and Payment: Rip Rap shall be measured on a weight basis. The pay unit shall be per Ton (2,000 pounds). When Rip Rap is delivered by vehicles, measurement will be based on certified weight tickets furnished by the Contractor. When Rip Rap is delivered by barge, measurement will be made by calculation from barge displacement tables. Refer to Special Provisions, SP-18, "Barge Displacement Table."

Payment shall be made at the Contract Unit Price per Ton for Bid Item Nos. 4 "Rip Rap (TS-700) – Mangrove Bayou Interior Canal Plug", 6 "Rip Rap (TS-700) – Grand Bayou Interior Canal Plug", 8 "Rip Rap (TS-700) – Grand Bayou Water Control Structure", 11 "Rip Rap (TS-700) – Grand Bayou Levee Breach", 15 "Rip Rap (TS-700) – Lambert Bayou Levee Breach and Water Control Structure", 20 "Rip Rap (TS-700) – No Name Bayou Water Control structure", and 23 "Rip Rap (TS-700) – No Name Bayou Levee Breach". Payment shall constitute full compensation for furnishing labor, equipment, and other incidentals related to this item of Work. The Contractor may request partial payment, monthly, based on tons of Rip Rap placed.

TS-802 FLOATING BUOYS

802.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain, place, connect, and anchor floating buoys at the Grand Bayou Water Control Structure as depicted in the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this item shall be submitted in the Work Plan.

802.2 Submittals: The Contractor shall submit product data sheets for all materials required to complete the Work, including floating buoys, steel cables, concrete, metal reinforcement, and all other incidentals. The Contractor shall include a shop drawings, fabrication plan, methods of placement, and work sequencing in his Work Plan.

802.3 Materials:

802.3.1 Industrial floating buoys shall be Jim Buoy MO. 3000 regulatory buoy or approved equal, Jim Buoy MO. 4418 industrial buoy or approved equal.

802.3.2 All wire rope, rope clips, and wire rope thimbles shall comply with depictions on the Plans page 24 of 44.

802.3.3 Concrete shall possess a minimum 28-day compressive strength of 3,000psi. Concrete reinforcement shall comply with depictions on the Plans page 24 of 44.

802.4 General Requirements

802.4.1 The Contractor shall fabricate the concrete plugs at a terrestrial location prior to delivery to the work area. The Contractor shall allow the Engineer to observe the fabrication process upon request.

802.4.2 Prior to installation, any plugs, buoys, or connections with defects, flaws, deterioration, or damage shall be rejected. Buoys, including plugs, buoys, and connections, shall be protected at all times to assure the original chemical and physical properties remain unchanged. Any buoys or necessary incidental items rejected or damaged shall be replaced by the Contractor prior to placement.

802.5 Measurement and Payment: Floating buoys will be measured as a Lump Sum item.

Payment shall be made at the Contract Price for Bid Item No. 10, "Mechanical Repairs to WCS – Grand Bayou Water Control Structure". Payment shall constitute full compensation for furnishing labor, equipment, materials, and other incidentals including but not limited to wire rope, rope clips, and concrete and concrete reinforcement related to this item of Work.

TS-920 PERMANENT STEEL SHEETING

920.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and install Permanent Steel Sheeting and the associated steel beam whaler as depicted in the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan. All work under this section shall be performed in accordance with Section 802 of the of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (LSSRB 2016).

920.2 Submittals: The Contractor shall submit data sheets demonstrating conformance of materials to these Specifications. The Contractor shall submit a pile driving plan and sheeting cut-back and tie-in plan, for obtaining a clean and adequate connection, within his Work Plan, describing methods, work sequence, equipment to be used, and other information pertinent to installation.

920.3 Materials: Steel sheeting (sheet piling) shall be hot-rolled steel sections conforming to ASTM A572, Grade 50, Type PZ 35 interlocked joint strength in tension in accordance with ShQ ASTM A 690. The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation but not less than 5 degrees when interlocked, and maintain continuous interlocking when installed. Sheet piling including special fabricated sections shall be full-length sections having the dimensions shown on sheets 17, 19, 27, 29, 41, 42, and 43 of the Plans. Sheet piling shall be provided with standard pulling holes. The surface of each steel sheet pile, including the steel W-beam top cap or whaler, shall be cleaned, primed, and coated from the top of the pile/sheet pile to a point 10 feet below the mud line in accordance with Technical Specification, Section TS-980.6: Painting. The top cap or whaler beam for the Permanent Steel Sheeting shall be a W18 x 55 steel beam as listed in the Plans and shall conform with the following sections as well as Technical Specifications, Section TS-980 Metals. Materials shall comply with the following subsections of the LSSRB 2016:

Hardware 1013.08
Metal Sheet Piles 1013.10

920.4. General Requirements

920.4.1. Steel sheet piles shall be fabricated in accordance with Section 807 of the LSSRB 2016. Steel sheet piles are to be considered permanent. Steel sheet piles shall be provided as new.

920.4.2. Steel sheet piles shall have an elastic section modulus of no less than 48.5 in3/ft. Each sheet shall have a width of 22.6 inches and a height of 14.9 inches.

920.4.3. Driving: Drive sheet piles with hammers adequate to drive the piles to required depth in satisfactory condition, in accordance with Section 804 of the LSSRB 2016. To maintain satisfactory alignment, drive sheet piles in increments of penetration necessary to prevent distortion, twisting out of position, or pulling apart at interlocks. Extract sheet piles damaged during driving or driven out of proper position or driven below cut-off elevation and replace with new piles at no additional cost or time to the Owner. The Contractor assumes full responsibility for any damage, settlement, or movement of adjacent structures or embankment settlement caused by the piledriving operation.

920.4.4. Cutoffs for Sheeting to Remain in Place: Cut off tops of sheet piles or drive to a straight line at the elevation depicted on the Plans or as directed. If heads of sheeting are appreciably distorted or otherwise damaged below cut-off level, remove and replace damaged portions. Any lifting eyes shall be removed or filled with welded plate after sheet piles have been driven.

920.4.5. Cut-back and Tie-in to Existing Sheeting: Cut back existing top whaler as needed in order to obtain a clean "knuckle-to-knuckle tie-in of the proposed and existing sheeting. Contractor shall submit the proposed sheeting cut-back and tie-in plan to the engineer for approval prior to performing the tie-in.

920.4.6. Sheet piles shall be shop painted in accordance with Technical Specification 980.6.

920.5 Measurement and Payment: The unit of measure for Permanent Steel Sheeting installed will be square foot. The length and width of the Permanent Steel Sheeting installed will be measured to the nearest tenth of a foot. The total square foot of surface area will be calculated using the measured length and width of the installed steel sheeting.

Payment shall be made at the Contract Unit Price for Bid Item Nos. 13 "Permanent Steel Sheeting (TS-920) – Grand Bayou Levee Breach" and 18 "Permanent Steel Sheeting (TS-920) – Lambert Bayou Levee Breach and Water Control Structure". Payment shall constitute full compensation for furnishing labor, equipment, materials, and other incidentals, including but not limited to the W18 x 55 steel beam whaler, related to this item of Work.

TS-921 PILES

921.1 Scope: This specification section shall correspond to all steel piles and associated components called for in the Plans with the exception of the steel sheeting (steel sheet piling) and steel whaler which is addressed in the Technical Specifications, Section TS-920: Permanent Steel Sheeting. The Contractor shall furnish all of the materials, labor, and equipment necessary to install the connection between the steel sheeting and concrete wingwall, and the steel batter piles of the specified type, dimensions, locations, and elevations depicted in the Plans and described in these Specifications. All work shall be in accordance with the Plans and these Specifications. All work under this section shall be performed in accordance with Section 804 of the Louisiana Standard Specifications for Roads and Bridges (LSSRB) 2016, where applicable, except as noted otherwise herein.

921.2 Submittals:

921.2.1 Pile Installation Plan: Submit a Pile Installation Plan describing the proposed pile driving system for review. Do not transport the pile driving equipment to the project site until acceptance is achieved. Submit

the Pile Installation Plan no later than 14 calendar days prior to commencing pile operations. The Engineer will evaluate the Pile Installation Plan for conformance with the plans and specifications. Within 7 calendar days after receipt of the Pile Installation Plan, the Engineer will give notification of acceptance or if any additional information is required and/or changes that may be necessary to meet the plans and specification requirements. Resubmit any parts of the submittal that are rejected with changes as agreed upon for reevaluation. The Engineer will give notification within seven calendar days after receipt of proposed changes, of their acceptance or rejection.

No changes in the driving system or installation method shall be made after final acceptance without the concurrence of the Engineer. Provide at least the following information in the Pile Installation Plan:

1. Pile and Driving Equipment Data Form. Complete the plan with the proposed pile driving equipment for each unique pile driving system that will be used on the project. Separate forms shall be used for each different pile driving system according to pile type and size. When a hammer cushion or pile cushion is composed of differing materials with varying properties, provide a detailed description of the composite cushion. Describe the material type, layout, and thickness of each cushion component.
2. Procedures for documenting pile construction logs and names and contact information for assigned personnel.
3. A list of equipment to be used to install the piles. Perform and supply a drivability analysis to demonstrate the adequacy of the hammer using the wave equation method. Calculations shall be sealed, signed, and dated by a Louisiana registered professional engineer.
4. Proposed pile driving methods that may be required to facilitate pile driving installation such as preboring or jetting if approved by the Engineer.
5. Detailed drawings of any proposed followers.
6. Detailed drawings of templates.
7. Identify use and location of pile splices, shoring, sheet piling, cofferdams, etc.
8. Pile driving sequence including description of tie-in to H-pile where applicable.
9. Other information shown on the Plans or required by the Engineer.

921.2.2. Pile Driving System Drivability Analysis: Provide a drivability analysis using the wave equation program (WEAP) to the Engineer for each pile type and size required on the plans. Consider all critical conditions (i.e., scour, excavation, etc.) to determine the estimated driving resistance (blows per foot), and maximum tensile and compressive stresses during driving and end-of-drive conditions. Analyze splices, casing used, prebored holes, jetting, and other driving methods, if proposed. Verify driving conditions at various locations if the soil conditions change within the project area. Acceptance of the pile driving system will be based on the wave equation analysis computer program and as required elsewhere in this subsection. Provide sealed, signed, and dated calculations by a Louisiana registered professional Engineer. Acceptance of the pile driving system does not relinquish responsibility for driving the piles to the required pile tip elevation without exceeding the allowable pile stress limitation or causing damage.

The acceptance criteria used to evaluate the pile driving system from the wave equation will be the pile driving resistance and pile driving stresses. The target number of hammer blows at the required end of driving pile resistance for bearing piles shall be a maximum of 120 blows per foot. The pile driving resistance at any depth above the required pile tip elevation shall be less than 240 blows per foot. Do not exceed the maximum allowable pile driving stresses in 804.07.6 of the LSSRB.

The drivability analysis is based on the maximum driving resistance needed to obtain minimum penetration requirements specified on the plans, and overcome resistance of soil that cannot be counted upon to provide axial or lateral resistance throughout the design life of the structure; e.g., material subject to scour or down drag, and obtain the required bearing resistance.

When the wave equation analysis shows the proposed equipment or methods will result in either the inability to drive the pile with a reasonable driving resistance to the desired pile capacity or will exceed the maximum

allowable pile driving stresses, modify or replace the proposed methods or equipment at no expense to the Owner until subsequent wave equation analyses indicate that the proposed pile driving system and driving methods meet the required criteria for acceptability stated herein. As mentioned above, ultimate acceptance of the pile driving system is contingent upon trial and continued satisfactory performance in the field. The Engineer may require further modification of the driving system if field observations indicate that the driving system is inadequate for any of the proposed driving operations for the project.

Make any required changes, including supplying additional hammers, which may result from unsatisfactory field performance.

921.2.3. Pile Construction Log: Prepare a pile construction log document on each pile driven. Use the standard form supplied by the Contractor or its pile-driving sub-contractor in the Work Plan. Fully document the work performed relevant to pile driving activities. Each log shall be signed by the contractor's assigned supervisor of the work as identified in the Pile Installation Plan, and the Owner's inspector. Submit the log to the Engineer within 24 hours of completion of the corresponding activity. Include at least the following information on the log:

- Pile identification number
- Pile type and dimensions
- Pertinent reference elevations including plan and as-built pile tip elevations
- Pile driving template
- Depth and diameter of predrill or jetting, if approved
- Hammer type
- Pile cushion type, thickness, and condition before and after driving
- Instrumentation performed on the pile
- Blow count and stroke height for every foot of drive
- Observations such as work stoppages, equipment problems, pile cracking, pile damage, etc. with associated depth of penetration
- Weather conditions during pile driving
- Recorded ground vibrations if being measured

Submit to the Engineer for review the post-construction site survey upon completion of pile driving activities or construction activities which may create vibrations. Acceptance of the Work will be contingent upon Acceptance of the post-construction site survey.

921.3 Materials: Steel piles shall comply with the following sections. Certified report of tests as made by fabricator or testing laboratory in accordance with ASTM AG/AGM shall constitute the evidence of compliance with this Specification.

The incidental materials and components necessary for installation of the steel batter piles and their connection between the steel sheeting and concrete wingwall, including but not limited to the required pile covers, welded gusset plates and connecters, HP-pile, etc. shall conform with the following sections as well as Technical Specifications, Section TS-980 Metals.

All components addressed in this Specification shall have the dimensions shown on sheets 17, 19, 27, 29, 41, 42, 43, and 44 of the Plans.

921.3.1 Piles: Piles shall be longitudinally welded pipe with beveled ends.

Fabricated piles shall be made from bent, welded plates with staggered splices. Piles shall not be spirally welded. Pile weld inspection reports shall be submitted to the Engineer. Acceptance and repair criteria shall conform to AWS D1.1/D1.1M.

Steel pipe piles (steel batter piles) shall have an outside diameter of 18 inches and a wall thickness of 0.562 inches.

HP-shaped piles shall be HP16 x 141 and conform to AASHTO M 270, Grade 36 and ASTM A572, Fy – 50 ksi

Round structural tubes and steel piles shall be structural pipe or fabricated from structural plate. Seamless or welded pipe, with longitudinal welds and circumferential butt welds, shall conform to one of the following specifications:
a. API Spec SL PSLl (Mill Test Reports traceable to each length of pipe) Grade X42, no spiral welds, Fy - 42 ksi
b. ASTM A 500/A 500M Grade B (Round), Fy - 42 ksi
Fabricated pipe shall be fabricated in accordance with API 2B using grades of structural plates as listed blow:
a. ASTM A 572/A 572M Grade 42 (to 2 inch thick), Fy – 42 ksi
b. API Spec 2H Grade 42, Fy - 42 ksi
c. ASTM A 633/a 633M Grade A, Fy – 42 ksi

Structural pipe shall be fabricated in accordance with API Spec 2B.

921.3.2. Fabrication: Steel piles shall be longitudinally welded pipe with beveled edges. Submit shop drawings of each typical pile. Each pile shall be clearly and indelibly marked at the top of pile with a unique identity number, length, and the date fabricated.

Steel pipe to be used for pipe piling shall conform to the following tolerances:

a. Thickness: In accordance with ASTM A 6/A 6M.
b. Diameter: The outside diameter of the steel pipe shall not vary by more than 1 percent or more than 3/8 inch from that corresponding to the diameter shown on the Plans.
c. Out of Round: The pipe shall not be out of round by more than 1 percent of the diameter nor more than ½ inch.
d. Straightness: The maximum allowable straightness deviation in any 10 feet length shall be 1/8 inch. For lengths over 10 feet, the maximum deviation of the entire length may be computed by the following formula, not to exceed 3/8 inch, in any 40 foot length:
1/8 in X (total length in feet)/ 10 feet.

921.3.3. Limit splices to two field splices per pile. Splice steel piles by welding with full penetration welds in accordance with Section 809 of the LSSRB.

921.3.4. Steel piles shall be shop painted in accordance with Technical Specification 980.6.

921.3.5. Gasket: The gasket to be installed on the HP-pile, performing as a bumper which shall serve to protect and eliminate contact between the HP-pile and the concrete wingwall of the Water Control Structure, is a POLYSTONE M (UHMW-PE) BUMPER or approved equal. The bumpers shall be anchored to the H-piles as dictated in the Plans using ½" stainless steel counter sunk wedge anchors having a 4" maximum embedment depth.

921.4 Pile Lengths: Furnish piles in accordance with the size and lengths shown on the Plans, and provide to the Engineer an itemized order list in the Work Plan Supplemental (SP-8) showing the number, size, length, and location of all permanent piles . Do not fabricate permanent piles prior to receipt of this order list. The lengths given in the order list will be the lengths that are assumed to remain in the completed structure after cutoff. At no expense to the Owner, increase the pile lengths to provide for fresh heading and for such additional length as may be necessary to suit the method of operation.

921.5 Pile Driving Equipment:

921.5.1 Hammers: Do not use non-impact hammers such as vibratory hammers unless specified on the plans or permitted in writing by the Engineer. Hammers shall be rated based on the theoretical potential energy. Calibration of hammers and associated equipment shall be as required by the hammer manufacturer. Provide methods and components for measuring hammer energy. For open-end diesel hammers, provide the Engineer a chart from the hammer manufacturer equating stroke in feet and blows per minute, and an approved device to determine and display ram stroke in feet.

921.5.2 Drive System Components and Accessories

921.5.2.1 Hammer Cushion: Equip all impact pile driving equipment designed to be used with a hammer cushion with a suitable thickness of hammer cushion material to prevent damage to the hammer and pile and to ensure uniform driving behavior. Hammer cushions shall be made of durable, manufactured materials, provided in accordance with the hammer manufacturer's guidelines. Wood, wire rope, and asbestos hammer cushions will not be allowed. Place a striker plate, as recommended by the hammer manufacturer, on the hammer cushion to ensure uniform compression of the cushion material. Inspect the hammer cushion in the presence of the Engineer when beginning pile driving at each structure and after every 100 hours of use during pile driving operations. Replace the cushion when the hammer cushion begins to deteriorate or when the reduction in thickness exceeds 25 percent of the original thickness.

921.5.2.2 Helmet: Provide a properly sized helmet or drive head to piles driven with impact hammers to distribute the hammer blow to the pile head. Axially align the helmet with the hammer and the pile. The helmet shall be guided by the leads, not free-swinging. Fit the helmet around the pile head to prevent transfer of torsion forces during driving, while maintaining proper alignment of hammer and pile. For special types of piles, provide appropriate helmets, mandrels, or other devices in accordance with the manufacturer's recommendations.

921.5.2.3 Leads: Use pile driving leads that align vertical, along with the hammer, in proper position throughout the driving operation. Construct leads in a manner that affords freedom of hammer movement while maintaining alignment of the hammer and the pile to ensure concentric impact for each blow. Leads may be fixed, semi-fixed, or swinging type. Fit with a pipe gate at the bottom of the leads when using swinging leads. Embed leads adequately in the ground or the pile constrained in a structural frame, such as a template to maintain alignment.

921.5.2.4 Templates: Contractor is required to use a template when installing piles. Provide a rigid and securely anchored template when swinging leads are used. Support the bottom of the leads on the template. Construct the template to allow the pile to pass freely through the template without binding. Costs associated with pile template shall be included in the unit price of the pile and at no direct pay.

921.6 Preparation for Installation of Driven Piles

921.6.1 Provide adequate support for piles to prevent damage during transportation, handling, and storage of piles.

921.6.2 Clean, paint, and/or coat the exterior surface of steel piles from the top of the pile to the elevations dictated by the requirements noted on the Plans and in conformance with Technical Specifications, Section TS-980 "Metals". Use a 2-coat coal tar epoxy paint system in accordance with Section 811 of the LSSRB 2016.

921.6.3 Limit splices to two field splices per pile. Splice steel piles by welding full penetration welds in accordance with Section 809 of the LSSRB.

921.7 Construction Requirements

921.7.1 Location and Alignment Tolerances: The horizontal location of the final top center of the pile shall be within 2 inches of plan location. The vertical location of the final top center of the pile shall be plus or minus 1/2 inches of plan cut-off elevation.

The axial alignment shall be within 2 percent of the specified alignment shown on the Plans. The axial alignment will be checked on a minimum 5 feet of exposed pile. The Engineer may suspend driving in order to check the pile alignment. Do not pull laterally on piles to correct misalignment. Do not splice a properly aligned section onto a misaligned section or build up a properly aligned section onto a misaligned section.

If the location or alignment tolerances are exceeded, provide the Engineer with a sketch showing the actual versus plan positions of all piles along with proposed corrective measures. Corrective measures submitted with design documentation may be considered and reviewed by the Engineer. A pile with top center horizontal deviation from plan location measured perpendicular to the cap centerline by an amount greater than the specified tolerance plus 20 percent of the pile least dimension is not acceptable, and will require removal. The Owner will not be responsible for any cost or time necessary for correction of out-of-tolerance piles. All design work shall be sealed, signed, and dated by an Engineer licensed in Louisiana and documented on plan sheets meeting the format requirements of 801.05.2 of the LSSRB, and included in the contract plans. Compensation to the Engineer for review and evaluation of resulting design work shall be according to 105.03 of the LSSRB.

921.7.2 Pile Driving Stresses: Drive the piles without exceeding the maximum allowable driving stresses. For steel piles, do not exceed a compressive driving stress of 90 percent of the yield stress of the pile material.

921.7.3 Extent of Driving: Drive piles to the plan tip elevation or the order list tip elevation in accordance with the plans and specifications. If the penetration requirements and bearing capacity are achieved within 5 feet above the plan tip elevation or order list tip elevation, the Engineer may consider penetration and capacity requirements to be satisfied. If penetration and bearing capacity requirements are not achieved within 5 feet above the plan tip elevation or order list tip elevation, acceptance from the Engineer of record shall be required to terminate pile driving. Use the following requirements to evaluate satisfactory penetration and resistance.

Pile Penetration Requirements: Practical refusal blow count depends on the site soil profile, the pile type, and hammer manufacturer limitations to prevent hammer damage. Practical refusal is broadly defined as a rate of 20 blows per inch at maximum stroke, for 3 consecutive inches. However, depending on site conditions, this criterion may not always be applicable. If practical refusal is encountered above the required plan tip elevation or order list tip elevation, a larger hammer capable of achieving the required penetration or pile installation techniques, such as preboring or jetting, may be required. Assure that the hammer is in proper working order. If hammer performance needs to be evaluated, the Engineer may require dynamic monitoring. If the hammer performance indicates that pile driving system efficiency is not satisfactory, adjust the pile driving system until satisfactory performance is observed. Obtain written acceptance from the Engineer before implementing changes to the accepted Pile Installation Plan, including early termination of driving. The cost of dynamic monitoring due to unsatisfactory hammer performance and any resulting delays shall be at no expense to the Owner.

921.7.4 Production Pile Restrikes: Perform all pile restrikes with a warm hammer that has applied a minimum of 20 blows to another pile or dummy block immediately before being used to restrike the selected pile. During restrike, achieve a maximum penetration of 3 inches or a maximum of 20 blows, whichever occurs first. Report restrike blow counts as the number of hammer blows per increment of 1 inch.

921.7.5 Heaved Piles: If pile heave is observed, take level readings referenced to a fixed datum on all piles within a 15-feet radius after installation and periodically thereafter as adjacent piles are driven to determine the pile heave range. Continue measurements until the Engineer determines that such checking is no longer

required. Redrive all end bearing piles that have heaved more than ½ inch to the required resistance or penetration at no expense to the Owner.

921.7.6 Pile Cut Offs: Cut off perpendicular at the cut-off elevation shown on the plans. Cuts shall be made in clean straight lines. Correct all irregularities due to cutting or burning by grinding or depositing weld material prior to placing caps.

921.7.7 Driving of H-pile: H-pile shall not come into contact with the concrete wingwall during pile driving activities.

920.9. Unsatisfactory Piles: All damaged piles with diagonal or longitudinal cracking, transverse cracking, or other unsatisfactory conditions will be inspected by the Engineer for further evaluation.

Correct all piles that do not meet location and alignment tolerances, do not achieve required resistance, or sustain damage. Do not manipulate piles to force them into proper position. All replaced or repaired piles shall be corrected at no expense to the Owner.

Damaged steel piles will be rejected unless repaired by removing damaged sections and replacement by a new steel section with full penetration welding in accordance with Section 809 of the LSSRB 2016; replace protective coating in accordance with Section 811 of the LSSRB 2016, when applicable.

920.10. Measurement and Payment: The unit of measure for piles installed will be linear foot and the length of piles installed will be measured to the nearest tenth of a foot.

Payment shall be made at the Contract Unit Price for Bid Item Nos. 14 "Piles (TS-921) – Grand Bayou Levee Breach" and 19 "Piles (TS-921) – Lambert Bayou Levee Breach and Water Control Structure". Payment shall constitute full compensation for furnishing all labor, equipment, and materials necessary for installation of the steel batter piles and their connection between the steel sheeting and concrete wingwall, including but not limited to the required pile covers, welded gusset plates and connecters, HP-pile, etc. structural steel components necessary to connect batter piles to the steel sheeting, necessary to complete the item of Work.

TS-950 FENCING

950.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to furnish and install chain link fencing with swing gates on No Name Bayou Water Control Structure, as depicted on the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan.

950.2 Submittals: The Contractor shall submit product data sheets for all materials required to complete the Work, including the fence and gate posts, fencing, swing gates, anchoring apparatus, connection hardware, and all other incidentals. The Contractor shall include a shop drawing, fabrication plan, methods of placement, and work sequencing in his Work Plan.

950.3 Materials: Galvanized chain link fencing and swing gates, galvanized pipe for framework of the fence, fence anchoring apparatus, and any incidental construction items shall conform to Section 1010 of the LSSRB 2016.

950.4 General Requirements:

950.4.1 Prior to installation, any component(s) of the galvanized chain link fencing and swing gates, galvanized pipe for framework of the fence, fence anchoring apparatus, and any incidental construction items associated with the fencing with defects, flaws, deterioration, or damage shall be rejected. Component(s) of the galvanized chain link fencing, galvanized pipe for framework of the fence, fence anchoring apparatus, and any incidental construction items associated with the fencing shall be protected at all times to assure the original chemical and physical properties remain unchanged. Any fencing components or necessary

incidental items rejected or damaged shall be replaced by the Contractor prior to placement.

950.5 Measurement and Payment: Fencing will be measured as a Lump Sum item per water control structure.

All necessary fencing and swing gate material, clips, wire, fasteners, nuts, bolts, and any other materials shall be provided by the Contractor. Payment shall be made at the Contract Lump Sum Price for Bid Item No. 22 "Mechanical Repairs to WCS – No Name Bayou Water Control Structure". Payment shall constitute full compensation for furnishing all labor, equipment, and materials necessary to complete the item of Work.

TS-951 RAILING

951.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to furnish and install railing on water control structures as depicted on the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan.

951.2 Submittals: The Contractor shall submit product data sheets for all materials required to complete the Work, including the guard rails, anchoring apparatus, connection hardware, and all other incidentals. The Contractor shall include shop drawings, fabrication plans, methods of placement, and work sequencing in his Work Plan.

951.3 Materials: Galvanized hand/guard railings, the railing anchoring apparatus, and any incidental construction items shall conform to Section 1010 of the LSSRB 2016.

951.4 General Requirements:

951.4.1 Prior to installation, any component(s) of the galvanized hand/guard railings, the railing anchoring apparatus, and any incidental construction items associated with the railings with defects, flaws, deterioration, or damage shall be rejected. Component(s) of the galvanized hand/guard railings, the railing anchoring apparatus, and any incidental construction items associated with the railings shall be protected at all times to assure the original chemical and physical properties remain unchanged. Any railing components or necessary incidental items rejected or damaged shall be replaced by the Contractor prior to placement

951.5 Measurement and Payment: Railing will be measured as a Lump Sum item per water control structure. All necessary railing material, clips, wire, fasteners, nuts, bolts, and any other materials shall be provided by the Contractor.

Payment shall be made at the Contract Lump Sum Price for Bid Item Nos. 10 "Mechanical Repairs to WCS – Grand Bayou Water Control Structure"., 17 "Mechanical Repairs to WCS – Lambert Bayou Water Control Structure", and 22 "Mechanical Repairs to WCS – No Name Bayou Water Control Structure". Payment shall constitute full compensation for furnishing all labor, equipment, and materials necessary to complete the item of Work.

TS-952 STAIRS

952.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to furnish and install stairs on the Lambert Bayou Water Control Structure as depicted in the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan.

952.2 Submittals: The Contractor shall submit product data sheets for all materials required to complete the Work, including the alternating tread stair set, anchoring apparatus, connection hardware, and all other incidentals. The Contractor shall include a shop drawings, fabrication plan, methods of placement, and work sequencing in

his Work Plan.

952.3 Materials:

952.3.1 Aluminum alternating tread stairs shall be LAPEYRE Alternating Tread Stairs (68 degree) or approved equal.

952.3.2 All anchoring apparatuses, connection hardware, and all other incidentals shall comply with the tread stair manufacturer's specifications and/or recommendations.

952.4 General Requirements:

952.4.1 Prior to installation, any component(s) of the stair set, anchoring apparatus, connection hardware and other incidentals associated with the stair set with defects, flaws, deterioration, or damage shall be rejected. Component(s) of the stair set, anchoring apparatus, connection hardware and other incidentals associated with the stair set shall be protected at all times to assure the original chemical and physical properties remain unchanged. Any stair components or necessary incidental items rejected or damaged shall be replaced by the Contractor prior to placement.

952.5 Measurement and Payment: Stairs will be measured as a Lump Sum item per water control structure.

All necessary stairs material, clips, wire, fasteners, nuts, bolts, and any other materials shall be provided by the Contractor. Payment shall be made at the Contract Lump Sum Price for Bid Item No. 17 "Mechanical Repairs to WCS – Lambert Bayou Water Control Structure". Payment shall constitute full compensation for furnishing all labor, equipment, and materials necessary to complete the item of Work.

TS-980 METALS

980.1 Scope: The Contractor shall furnish, fabricate, and install Structural Metals, including all plates, pile connections, gussets, pile covers, and beams, on the water control structure(s) as depicted in the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Specifications and construction sequencing of this time shall be submitted in the Work Plan. All work shall be performed according to language for "Structural Metals" in Section 807 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition (LSSRB 2016).

980.2 Submittals:

980.2.1 Preconstruction Submittals

Steel Certification
Handling Plan
Welder's Certifications
Procedure Qualification Records (PQR)
Welding Procedures (Certified Welding Procedure Specifications- WPS)
Welding Inspector Certifications
Welder Performance Qualifications Certifications (WPQ)

980.2.2 Shop Drawings including all fabrication notes, piece identification marks, and corresponding erection plan locations

980.3 Materials: Conform to Section 1013 of the LSSRB 2016, unless noted otherwise. Provide ASTM A36 steel, unless specified otherwise.

980.4 Handling Requirements: Structural material, either plain or fabricated, shall be stored at the shop and project

site above ground on platforms, skids, or other supports. It shall be kept free from dirt, grease, and other foreign matter and protected from corrosion. Long members, such as beams, shall be supported on skids placed near enough together to prevent damage from deflection.

980.5 All plates, pile connections, gussets, and pile covers will be measured with each corresponding pile.

980.6 Painting: The surface of each steel pile, steel sheet pile, and steel W-Beam, and all associated caps and connections shall be cleaned, primed, and coated from the top of the pile/sheet pile to a point 10 feet below the mud line. The surfaces to be primed and coated shall be dry grit-blasted to a near white blast finish. All work blasted in one day must be primed on that day and before the dew point has been reached. Any blasted area, not primed, which is exposed overnight, shall be at least whip-blasted again before primer application. All areas of the surface to be blasted which show any trace of oil or grease shall be degreased using V.M. and P. Naptha, or Xylol, prior to grit blasting. All surfaces to be primed shall be completely dry, free of soil, dust, oil, paint, scale, and grit at the time of application of the primer. Dry film thickness of the primer shall be 3 mils minimum. Coating shall be applied using 2 coats of coal tar epoxy-polyamide in accordance with Section 811 of the Louisiana Standard Specifications For Roads and Bridges, latest Edition or Owner approved equivalent. The Contractor shall submit certification that the minimum film thickness requirements have been met. The primer shall be allowed to cure a minimum of 24 hours before application of the coal tar-epoxy. Areas damaged during installation, such as connections or weep holes, shall be cleaned and touched up with 2 coats of coal tar epoxy-polyamide.

980.7 Falsework: Falsework shall be designed by the Contractor.

980.8 Misfits: Correction of minor misfits involving harmless amounts of reaming, cutting, and chipping will be considered a legitimate part of erection. However, any error in fabrication or deformation resulting from handling and transportation which prevents proper assembling and fitting of parts by moderate use of drift pins or reaming and slight chipping or cutting, shall be reported immediately to the inspector and approval of the method of correction obtained. The correction shall be made in the presence of the inspector. The Contractor shall be responsibility for the correction of all misfits, errors, and damages and shall make the necessary corrections and replacement at no direct pay.

980.9 Assembling Steel: Parts shall be accurately assembled, and any match-marks shall be followed. Materials shall be handled so that no parts will be bent, broken, or otherwise damaged. Hammering which will damage or distort members shall not be done. Bearing surfaces and surfaces to be in permanent contact shall be cleaned before members are assembled.

980.10 Measurement and Payment: All metals related to the levee breach repairs will be included in the linear footage and square footage measurements of materials as specified in Technical Specifications, Sections TS-920 Permanent Steel Sheeting and TS-921 Piles. Other metals included in the required components, connection hardware, and other incidentals, as specified in Technical Specifications, Sections TS-520 Gates, TS-802 Floating Buoys, TS-950 Fencing, TS-951 Railing, and TS-952 Stairs, and utilized for mechanical repairs to water control structures, will be measured as a Lump Sum item per water control structure.

All necessary structural metals, falsework, plates, gussets, supports, connectors and any other materials related to the levee breach repairs shall be provided by the Contractor, and Payment for these items shall be made at the Contract Price for Bid Item Nos. 13 “Permanent Steel Sheeting (TS-920) – Grand Bayou Levee Breach”, 14 “Piles (TS-921) – Grand Bayou Levee Breach”, 18 “Permanent Steel Sheeting (TS-920) – Lambert Bayou Levee Breach and Water Control Structure”, and 19 “Piles (TS-921) – Lambert Bayou Levee Breach and Water Control Structure”. All other necessary metals, hardware, plates, reinforcements, supports, connectors, and any other materials related to the mechanical repairs to water control structures, shall be provided by the Contractor, and Payment for these items shall be made at the Contract Price for Bid Item Nos. 10 “Mechanical Repairs to WCS – Grand Bayou Water Control Structure”, 17 “Mechanical Repairs to WCS – Lambert Bayou Water Control Structure”, and 22 “Mechanical Repairs to WCS – No Name Bayou Water Control Structure”.
Payment shall constitute full compensation for furnishing all labor, equipment, and materials necessary to

complete the items of Work listed in this section.