RABBIT ISLAND RESTORATION SHORELINE PROTECTION PROJECT (CS-0080)

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

MAY 2023

STATE OF LOUISIANA
ZACHARY J. ROMAINE
License No. 45158
5/23/23
PROFESSIONAL ENGINEER

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ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Tuesday, July 25, 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: **Rabbit Island Restoration Shoreline Protection Project**
Cameron Parish, Louisiana

PROJECT NUMBER: **CS-0080**

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) 342-0811 Fax: (225) 800-5599

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

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

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD at
2:00 PM on Monday, July 10, 2023 at
635 Cajundome Boulevard, Abdalla Hall Conference Room A (Room 101), Lafayette, LA 70506.

Contact Jody White at (337) 482-0664 with any questions or issues related to the webinar link.

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

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction and/or Specialty: 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 **Ninety (90)** consecutive calendar days for the Base Bid, an additional **Seven (7)** consecutive calendar days for Additive Alternative No. 1, and an additional **Seven (7)** consecutive calendar days for Additive Alternate No. 2, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **Two Thousand Two Hundred Dollars ($2,200.00)** 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).

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

5.2 Bid Security

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

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

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

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

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

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque

envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Coastal Protection and Restoration Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

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

BID FOR: Rabbit Island Restoration Shoreline Protection Project (CS-0080)

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, L.L.C., 1231 Camellia Blvd., Lafayette, LA 70508 (337) 456-5351 and dated: May 23, 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.

Additive Alternate No. 1 Gabion Basket Shoreline Protection North Extension for the sum of:

_____Dollars ($ _____)

Additive Alternate No. 2 Gabion Basket Shoreline Protection South Extension for the sum of:

_____Dollars ($ _____)

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

N/A_____Dollars ($_____N/A_____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER:_____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: **Coastal Protection and Restoration Authority**

150 Terrace Ave. Suite 100
Baton Rouge, Louisiana 70802

BID FOR: **Rabbit Island Restoration Shoreline Protection Project (CS-0080)**

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			
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			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	Lump Sum		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Non-Woven Geotextile Fabric			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	1,382	Square Yard		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Gabion Basket Shoreline Protection Unit			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	267	Each		

DESCRIPTION:	☒Base Bid or ❑ Alt.# ___ Permanent Warning Signs			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	4	Each		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _1_ Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1-1	1	Lump Sum		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _1_ Surveys			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2-1	1	Lump Sum		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _1_ Non-Woven Geotextile Fabric			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3-1	356	Square Yard		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _1_ Gabion Basket Shoreline Protection Unit			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4-1	69	Each		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _1_ Permanent Warning Signs			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5-1	1	Each		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _2_ Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1-2	1	Lump Sum		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _2_ Surveys			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2-2	1	Lump Sum		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _2_ Non-Woven Geotextile Fabric			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3-2	356	Square Yard		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _2__ Gabion Basket Shoreline Protection Unit			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4-2	69	Each		

DESCRIPTION:	❑Base Bid or ☒ Alt.# _2__Permanent Warning Signs			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5-2	1	Each		

DESCRIPTION:	❑Base Bid or ❑Alt.# ___N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	❑Base Bid or ❑ Alt.# ___N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	❑Base Bid or ❑ Alt.# ___N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	❑Base Bid or ❑ Alt.# ___N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
N/A	N/A	N/A	N/A	N/A

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 attor- ney.

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)

PROJECT NAME
RABBIT ISLAND RESTORATION
SHORELINE PROTECTION

Name of Project

CS-80
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.

RABBIT ISLAND RESTORATION
SHORELINE PROTECTION

CS-80

Name of Project

Project No.

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

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

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

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

SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the_____day of_____, 20____.

Notary Public

FOR INFORMATION ONLY

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

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this day of_____, 2023, 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 90 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **$2,200** 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-80
NAME: Rabbit Island Restoration Shoreline Protection
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, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: http://www.wdol.gov/dba.aspx#3. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

GP-5 PRE-BID CONFERENCE AND SITE VISIT

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

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

GP-6 NOTICE OF AWARD

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

GP-7 NOTICE TO PROCEED AND CONTRACT TIME

The Contractor shall start the Work and begin the Contract Time on the dates provided in the Notice to Proceed. The Work shall be conducted using sufficient labor, materials, and equipment as necessary to ensure completion within the Contract Time. The Contract Time for completion of the Base Bid for the Work is provided in the Instructions To Bidders, unless an extension is granted to the Contract Time as specified in GP-44. If the Bid contains an Alternate Bid(s), and the Alternate Bid(s) is awarded and included in the Contract, the Contract Time associated with the Alternate Bid(s) will be as provided in the Instructions To Bidders.
Unless otherwise noted in the Contract Documents, Contract Time will be on a calendar day basis. Contract Time shall consist of the number of calendar days stated in the Instructions To Bidders and the Contract beginning with the date noted in the written Notice to Proceed, including Saturdays, Sundays, holidays and non-work days.

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

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

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

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

GP-8 WORK PLAN

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

a. Typical report form for the Bi-Weekly Progress Meeting;

b. Typical form for Daily Progress Report;

c. Hurricane and Severe Storm Plan;

d. Site-specific Health and Safety Plan;

e. The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).

f. The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;

g. Shop drawings, test results, and sample submittals;

h. Survey layout and stakeout;

i. All supplemental items specified in the Special Provisions.

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

GP-9 PROGRESS SCHEDULE

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

a. All of the elements in the Work Plan, including updates;

b. A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;

c. A telephone log verifying that all property owners and utilities have been contacted. This log should list the time, date, and names of the personnel representing the property owners, utilities, and Contractor;

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

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

GP-10 DAILY PROGRESS REPORTS

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

a. Date and signature of the author of the report;

b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;

c. Field notes of all surveys;

d. Notes on all inspections;

e. Details of Health and Safety meetings;

f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;

g. Condition of all navigation aids (i.e., warning signs, lighted marker buoys) and any repairs performed on them;

h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);

i. The amount of time lost to severe weather or personnel injury, etc;

j. Notes regarding compliance with the Progress Schedule;

k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

GP-11 HURRICANE AND SEVERE STORM PLAN

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

a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.

b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.

c. Equipment list with details on their ability to handle adverse weather and wave conditions.

d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.

e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.

f. Method of securing equipment at the safe harbors or ports.

g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.

h. Methods which will be used to secure equipment left onsite during adverse weather conditions.

i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.

j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.

k. Communications protocol with local law enforcement and fire and rescue agencies.

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

GP-12 HEALTH AND SAFETY PLAN AND INSPECTIONS

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

Safety and Health Administration (OSHA) and all applicable Health and Safety Provisions of the State of Louisiana.

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

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

GP-13 PROGRESS MEETINGS AND REPORTS

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

GP-14 PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference shall be held by the Contractor, Owner, Engineer, local stakeholders, and other appropriate personnel prior to starting construction on the date specified in the Special Provisions. This conference shall serve to establish a mutual understanding of the Work to be performed, the elements of the Progress Schedule and Work Plan, expectations for bi-weekly progress meetings, the Plans and Specifications, processing Applications for Payment, and any other items of concern. If any subcontractors are not present, another pre-construction conference will be required.

GP-15 CONTRACT INTENT

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

GP-16 ENGINEER AND AUTHORITY OF ENGINEER

The Engineer will be the designated representative of the Owner, the initial interpreter of the Contract Documents and the judge over acceptability of all the Work. Claims, disputes, and other matters relating to the acceptability of the Work, performance by the Contractor or the interpretation of the requirements of the Contract Documents must be submitted to the Engineer in writing. Upon written request from the Contractor, the Engineer shall issue written clarifications or interpretations which are consistent with the overall intent of the Contract

Documents. Such written clarifications and interpretations will be binding on the Owner and the Contractor. Either the Owner or the Contractor may make a Claim if a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times.

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

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

GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

The Contract Documents may be clarified or amended by the Engineer to account for additions, deletions, and revisions to the Work after the Effective Date of the Contract. The clarifications and amendments shall be addressed by either a Change Order or a written clarification by the Engineer. The Contractor shall not proceed with the Work until the Change Order or clarification has been issued by the Engineer. The Contractor shall not be liable to the Owner or Engineer for failure to report any such discrepancy unless the Contractor had reasonable knowledge.

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

a. Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or

b. Any conflict, error, ambiguity, or discrepancy between the Bid Documents and the provision of any Law or Regulation applicable to the performance of the Bid; or

c. Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or

d. Instructions by a supplier.

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

GP-19 SUBCONTRACTS

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

GP-20 WORKERS, METHODS, AND EQUIPMENT

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

The on-site superintendent for the Contractor shall be competent, English-speaking, and qualified to receive orders, supervise, and coordinate all Work for the Contractor and any Subcontractors. The qualifications of the superintendent must be established and approved by the Engineer prior to commencement of the Work. The superintendent shall be furnished by the Contractor regardless of how much Work may be sublet. In the performance of the Work under this Contract, the Contractor shall conduct operations to avoid interference with any other Contractors.

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

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

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

a. It is at least equal in quality, durability, appearance, strength, and design characteristics;

b. There is no increase in any cost including capital, installation, or operating to the Owner;

c. The proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

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

GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

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

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

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

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

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

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

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

GP-24 LAND RIGHTS

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

GP-25 UTILITIES

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

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

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

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

GP-26 PERMITS

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

GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

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

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

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

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

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

GP-31 CONTRACTOR'S RESPONSIBILITIES 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 SANNITARY 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 TERMIANTE 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 WAIVE 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 West Cove, the south-western portion of Calcasieu Lake. Approximate coordinates for the center of the project are 29°51'8.70" N and 93°22'53.81" W (NAD 83). The Project Site is only accessible by boat. The General Notes in the Plans give information on the tides in this area. A boat launch is located in the Sabine National Wildlife Refuge and directions are provided in Appendix F.

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, placement of geotextile fabric, construction and placement of gabion basket shoreline protection units, and installation of permanent warning signs. 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 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:

2.1 Site Examination**:** The Contractor shall examine and make determinations of the character of the Project Site. 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.

2.2 Surveying: Prior to construction, a Pre-Construction Survey shall be performed along the shoreline protection alignment. After construction is complete, the Contractor shall develop an As-Built Survey for final Acceptance of all the Work.

2.3 Channels: Temporary access channels will not be permitted to be dredged due to the presence of public oyster resources in West Cove.

2.4 Geotextile Fabric: Geotextile fabric shall be installed prior to placement of gabion basket shoreline protection units as shown on the Plans.

2.5 Gabion Baskets: Gabion basket shoreline protection units shall be constructed offsite, transported to the Project Site, and installed as shown on the Plans.

2.6 Permanent Warning Signs: Permanent warning signs affixed to treated timber piles shall be installed as shown on the Plans.

2.7 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. Contractor shall utilize equipment that will not disturb water-bottom and oyster resources. Prop washing will not be allowed.

2.8 Existing Infrastructure: The Contractor shall be responsible for investigating, locating, and

protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the area where Work is to be performed. The Owner will not be held responsible for damage to the Contractor's equipment, employees, subcontractors, adjacent property owners, or anyone else connected with the project due to encountering objects above and/or below the water line. If the Contractor fails to discover an underground installation and damages the same, the Contractor shall be responsible for the cost of the repair of the infrastructure plus the cost of any environmental damage and clean up.

SP-3. CONTRACT TIME

The contract time is Ninety (90) consecutive calendar days for the Base Bid, an additional Seven (7) consecutive calendar days for Additive Alternative No. 1, and an additional Seven (7) consecutive calendar days for Additive Alternate No. 2.

SP-4. CONTRACT MILESTONES

Milestone	Locations and Recipient	Date Due
Bid Advertisement	Publications	As advertised
Non-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 subcon- tracts
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 thereafter
Daily Progress Report (GP-10)	Submit to Resident Project Representative	Daily during construction
USCG Notice to Mariners (SP-15)	Submit to Engineer	Prior to mobilization of the dredge and dredge pipeline
Pre-Construction Conference (GP-14)	Contractor, Engineer and Resident Project Representative	Scheduled by the Engineer after the Notice to Proceed is 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
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 and SP-3

SP-5. DELIVERABLES

5.1 Prior to Construction: The Contractor shall provide the following information to the Engineer at the Pre-Construction Conference:

5.1.1 Work Plan and Progress Schedule; (GP-8 Work Plan, GP-9 Progress Schedule, SP-8 Work Plan Supplemental);

5.1.2 Updates to the Work Plan and Progress Schedule based on comments from the Engineer;

5.1.3 Proposed changes to the layout of the Work:

5.1.4 Records of communication between the Contractor and private property owners, pipeline operators, government agencies, etc.

5.2 During Construction: The Contractor shall provide the following information to the Engineer during construction:

5.2.1 The results of all surveys, survey data in proper format, and calculations as specified in TS-210 "Surveys";

5.2.2 Progress Schedule as specified in GP-9;

5.2.3 Daily Progress Reports as specified in GP-10;

5.2.4 Copies of all inspection and monitoring reports;

5.2.5 All Change Orders, Field Orders, Claims, Requests for Information, and Amendments;

5.2.6 Plan of work and results of any materials testing as specified in SP-8 and corresponding Technical Specification sections;

5.2.7 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;

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

5.3.1 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: 225-342-0811
Fax: 225-800-5599
Email: cpra.bidding@la.gov

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

CPRA Construction Manager
Jody White, P.E.
635 Cajundome Blvd., Suite 203A
Lafayette, LA 70506
E-mail: jody.white@la.gov
Phone: 337-482-0664
Fax: 337-482-0687

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 <u>each project</u>. 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 ContractAmount	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 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 and Automobile 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 re- instatement 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 authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

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

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-0080 (Rabbit Island Restoration Shoreline Protection Project)

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, dis- continued 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 suspend- ed 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 subcon- tractor. 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 the 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.

SP-8. WORK PLAN SUPPLEMENTAL

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

8.1 The field equipment, methodology and software to be used for survey data collection, post-processing, and calculations of quantities (see TS-210 "Surveys");

8.2 Layout of equipment staging areas;

8.3 Layout for all equipment access routes (TS-120 "Mobilization and Demobilization");

8.4 Geotextile manufacturer's specifications and construction methodology and sequencing (TS-640 "Non-Woven Geotextile Fabric");

8.5 Gabion basket manufacturer's specifications, construction and installation methodology, and work sequencing (TS-751 'Gabion Basket Shoreline Protection Units");

8.6 Stone supplier and rock gradations (TS-751 "Gabion Basket Shoreline Protection Units");

8.7 Timber pile and warning sign product manufacturer's specifications and construction methodology (TS-801 "Permanent Warning Signs");

8.8 Layout, schedule, and shop drawings;

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 two thousand two hundred dollars ($2,200) 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. OYSTER LEASE AND SEED GROUND RESTRICTIONS

There are no known existing oyster leases near or within the project footprint. However, Tier I Public Oyster Seed Grounds are located within West Cove. The Contractor shall avoid impacts to Oyster Seed Grounds. All ingress and egress of vessels and equipment shall occur via floating vessels and shall not impact the water-bottom or oyster habitat. See Appendix E for further information regarding Oyster Seed Ground conditions as provided by the LDWF.

SP-12. ALLOWABLE WORK PERIOD

Work shall not commence at the project site until on or after August 15, 2023. Louisiana Department of Wildlife and Fisheries (LDWF) will conduct site visits prior to this date to perform bird monitoring. Coordination between the Contractor and LDWF may be required prior to commencement of work in order for LDWF to make recommendations on nest encroachment buffers to ensure birds are not disturbed or harassed. However, the Contractor will be allowed uninterrupted, continuous work during the allowable work period. Clarifications or changes relative to the contract documents shall be coordinated with the Engineer. The LDWF POC for this project is Mr. Jon Wiebe:

Jon Wiebe
Program Manager
Restoration Program
Coastal and Nongame Resources Division
Louisiana Dept. of Wildlife and Fisheries

200 Dulles Dr
Lafayette, LA 70506
W: 337-735-8662
C: 337-207-4120
jwiebe@wlf.la.gov

SP-13. 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-14. 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 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", Appendix E "Permits Obtained by the Owner, and Appendix H "Survey Report" 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.

SP-15. 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 to provide all necessary information. 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".

SP-16. AIDS TO NAVIGATION

The Owner has contacted the Eighth Coastal Region District of the United States Coast Guard and has a letter of no objection for the warning signs and warning sign locations (Appendix E). The final draft of the plan has been submitted to the USCG by the Owner. The Contractor shall abide by USCG Navigation Rules, specifically Rule 27, and shall display appropriate lights at night and in periods of restricted visibility in accordance with Title 33 CFR 66 & 88.15 regulations. The types of aids to navigation that are required to be installed or removed in order to safely perform the Work may include warning signs, buoys, beacons, or lights. New aids to navigation shall not be installed in a manner which conflicts with existing aids to navigation. The Contractor shall not otherwise remove, modify, obstruct, willfully damage, make fast to or interfere with any existing aids to navigation. Any pipeline lighting, marking, and/or signage layout shall be detailed by the Contractor in the Work Plan. The costs associated with installing, maintaining, and removing aids to navigation shall be included in Bid Item No. 1, "Mobilization and Demobilization (TS-120)".

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. 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.

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 shoreline protection work area and conveyance corridors 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 Equipment Access: West Cove is a Tier I Public Oyster Seed Ground. Project features have been designed for the protection of this resource. Equipment access shall be limited to open water. Any impacts to wetlands or water bottoms located external to the Project Site shall be repaired prior to demobilization at no direct pay. Any damage to the existing marsh shall be repaired by the Contractor at no expense to the Owner. Channel excavation shall not be allowed (SP-14 "Navigation"). The Contractor shall not traverse across any pipeline with equipment that could damage the pipeline. Refer to SP-3 "Contract Time" outlining the allowable work period and conditions for mobilization and demobilization.

120.4 Ratio of Effort: Fifty percent (50%) of the Contract cost for this bid item will be paid to the Contractor upon confirmation of the start of gabion basket placement. Fifty percent (50%) 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 the placed gabion baskets.

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 Nos. 1, 1-1, and 1-2, "Mobilization and Demobilization (TS-120)". If Alternates are awarded, payment of this bid item shall be under Bid Item Nos. 1-1 and 1-2. 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 and As-Built Surveys of the Work in compliance with the Sheets 4 & 6-8 of the Plans and these Specifications. All surveys shall be performed by personnel who are approved by the Engineer and under the direct supervision of a professional engineer or surveyor licensed in the state of Louisiana. 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 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 H. 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. A six (6) inch diameter metal plate shall be attached to the bottom of the survey rod to prevent the rod from sinking into the ground or protruding into the interior of the gabion basket. 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 H 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. Refer to SP-3 "Contract Time" outlining the allowable work period. 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. 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 Survey, Non-Woven Geotextile Fabric, and Gabion Basket Shoreline Protection Unit bid items. 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 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.

210.8.5 Shoreline Protection Alignment: A topographic/bathymetric/magnetometer shall be performed along the centerline alignment of the shoreline protection and design cross sections depicted on the Plans, as well as at the location of permanent warning signs. Elevations and coordinates shall be recorded at one-hundred (100) foot intervals along the centerline or where there is a change in grade greater than ±0.5 feet and at all points of inflection. Stationing shall be established along the centerline alignment.

A magnetometer investigation was performed in October 2019 following review of a 2011 magnetometer survey of Rabbit Island. Refer to Sheets 4 and 9 of the Plans for more information.

210.8.5.1 Stake Out: Survey stakes shall be placed at one-hundred (100) foot intervals and at all points of inflection along the centerline alignment of the shoreline protection.

210.8.5.2 Shoreline Protection Realignment: If a spot elevation is deeper than -1.0 ft. NAVD88 anywhere along the alignment, the Contractor shall extend a perpendicular transect from the spot elevation until reaching the -1.0 ft. NAVD88 elevation. Ground elevations and coordinates shall be recorded at five (5) foot intervals along the transect or where there is a change in grade greater than 0.5 feet. Following submittal of the Preconstruction Survey, the Engineer shall reserve the ability to perform a re-

design/re-alignment of the shoreline protection. If the Engineer realigns the shoreline protection based on this additional survey data, the Contractor shall re-survey the topographic transects consistent with the realigned portion of the shoreline protection.

210.9 Process Surveys: The Process Survey shall be used to verify payment and determine Acceptance. The Process 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. The Process Survey submittal shall include the following items:

210.9.1 Quantities: The constructed quantities for each constructed bid item.

210.9.2 Shoreline Protection: Elevations and coordinates shall be recorded for the tops of the baskets. These measurements shall be repeated at one-hundred (100) foot intervals along the centerline of the shoreline protection and at all points of inflection. The total quantity for the shoreline protection shall also be recorded.

210.10 As-Built Survey: The As-Built Survey shall be used to verify final payment and Acceptance of all Work. Accepted process Surveys may be included as part of the As-Built Survey. 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. The As-Built Survey submittal shall include the following items:

210.10.1 Quantities: The constructed quantities for each constructed bid item.

210.10.2 Shoreline Protection: Elevations and coordinates shall be recorded for the tops of the baskets. These measurements shall be repeated at one-hundred (100) foot intervals along the centerline of the shoreline protection and at all points of inflection. The total quantity for the shoreline protection shall also be recorded.

210.11 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.

210.11.1 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:

210.11.1.1 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. The elevation data for the settlement plates shall be provided in tables and line graphs which show fill, containment dike, and top of riser pipe elevations versus time.

210.11.2 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:

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

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

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

210.11.2.4 Magnetometer anomalies and infrastructure (pipelines, power lines, etc.) shall be shown in plan view. Infrastructure and magnetic anomalies higher than 50 gammas shall also be shown in profile;

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

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

210.12 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.

210.12.1 Pre-Construction Survey: The Contractor may mobilize equipment but shall not start construction until Acceptance of the Pre-Construction Survey. The Pre-Construction survey for the shoreline protection alignment must gain Acceptance prior to placement of the shoreline protection.

210.12.2 Process Survey: 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.

210.12.3 As-Built Survey: A draft of the As-Built Survey shall be submitted to the Engineer for review prior to the Final Inspection as per SP-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.

210.13 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. Forty percent (40%) will be paid to the Contractor upon Acceptance of all Process Surveys. The remaining twenty percent (20%) will be paid to the Contractor upon Acceptance of the As-Built Survey.

210.14 Measurement and Payment: The Contractor shall submit Applications for Payment after gaining Acceptance. Payment shall be made at the Contract Lump Sum price for Bid Item Nos.

2, 2-1, and 2-2 "Surveys (TS-210)". If Alternates are awarded, payment of this bid item shall be under Bid Item Nos. 2-1 and 2-2. Payment shall constitute full compensation for furnishing the material, labor, equipment and other incidentals related to this item of the Work.

TS-640. NON-WOVEN GEOTEXTILE FABRIC

640.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and place non-woven geotextile fabric along the shoreline protection alignment prior to placement of gabion baskets. 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.

640.2 Materials: The Non-Woven Geotextile Fabric shall meet or exceed the geotextile physical property requirements specified in the Louisiana Standard Specifications for Roads and Bridges, 2006 Edition, Section 1019.01, Table 1019-1 for Class D geotextile. The Material shall be a Non-Woven Geotextile consisting only of long chain polymeric 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 percent (85%), by weight of the material shall be polypropylenes, polyesters, polyamides, polyethylene, or polyolefins. The Non-Woven Geotextile Fabric shall be free of any treatment or coating which might adversely alter the geotextile's hydraulic or physical properties after installation. When required, the Non-Woven 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 Non-Woven Geotextile Fabric shall be selvedge. The Non-Woven Geotextile Fabric shall be free from defects or tears. Thread used for factory or field sewing shall be of contrasting color to the geotextile and made of high strength polypropylene, polyester, or polyamide thread. The Apparent Opening Size (AOS) of Non-Woven Geotextile Fabric shall be of sufficient minimum spacing size needed to prevent material losses through the openings in the fabric media.

Table 1019-1 for Class D Geotextile

Property	**Test Method**	**Value**
AOS, Metric Sieve, µm, Max	ASTM D4751	212
Grab Tensile, N, Min.	ASTM D4632	800
% Elongation @ Failure, Min.	ASTM D4632	50
Burst Strength, N, Min.	ASTM D3787	1290
Puncture, N. Min.	ASTM D4833	330
Trapezoid Tear Strength, N, Min.	ASTM D4533	220
Permittivity, Sec.$^{-1}$, Min.	ASTM D4491	1.0
Grab Tensile Strength Retained After Weathering 150 h, UVA lamps, %, Min.	ASTM D4632, ASTM G154	70

640.3 Installation: The Non-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 Non-Woven Geotextile Fabric shall be prior to the placement of the gabion basket shoreline protection units. All wrinkles and sags shall

be stretched out immediately before gabion basket installation. Prior to installation, any Non-Woven Geotextile Fabric with defects, rips, holes, flaws, deterioration, or damage shall be rejected. The Non-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 five (5) feet.

Any Non-Woven Geotextile Fabric rejected or damaged shall be replaced by the Contractor prior to utilizing as part of the fulfillment of Bid Item No. 3, 3-1, and 3-2 "Non-Woven Geotextile Fabric (TS-640)".

640.4 Shipment and Storage: Rolls of Non-Woven Geotextile Fabric shall be shipped, transported, and maintained in a protective cover prior to placement. Each roll shall be labeled or tagged with the manufacturer's name, date of manufacture, batch number, and name of product.

640.5 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-8. The mill certificate or affidavit shall attest the Non-Woven Geotextile Fabric and seams are in compliance with the requirements of these Specifications.

640.6 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 Non-Woven Geotextile Fabric and acceptance of gabion basket shoreline protection units.

640.7 Measurement and Payment: Payment shall be made at the Contract Unit Price per Square Yard for Bid Item Nos. 3, 3-1, and 3-2, "Non-Woven Geotextile Fabric (TS-640)". If Alternates are awarded, payment of this bid item shall be under Bid Item Nos. 3-1 and 3-2. 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 Non-Woven Geotextile Fabric placed. This quantity shall be determined by multiplying the theoretical Non-Woven Geotextile Fabric section width by the number of gabion baskets placed and the length of each basket .

TS-751. GABION BASKET SHORELINE PROTECTION UNITS

751.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and place Gabion Basket Shoreline Protection Units along the specified alignment. 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.

751.2 Materials:

751.2.1 Gabions shall consist of rectangular wire mesh formed containers filled with rock. Gabions will conform to the following: Welded wire mesh with a uniform square OR rectangular pattern and a resistance weld at each intersection. The welded wire connections shall conform to the requirements of ASTM A185; except that the welded connections shall have minimum average shear strength of 70% and minimum shear strength of 60% of the minimum ultimate tensile strength of the wire. The wire mesh shall be galvanized before forming into mesh.

751.2.2 Baskets shall be fabricated within a dimension tolerance of +/- 5%.

751.2.3 Materials not covered by project specifications shall meet commercial grade standards and shall be approved by the Engineer before being incorporated into the project.

751.2.4 Gabions shall be fabricated, assembled, and installed in accordance with the nominal wire sizes and dimensions (nominal) found in Table 1, using the following materials. Wire for fabrication and assembly shall be hot-dipped galvanized. The wire shall have a minimum tensile strength of 60,000 psi. Galvanized steel wire shall conform to ASTM A 641, Class 3, and Soft Temper.

Table 1. Minimum Gabion Basket Requirements

Type of Wire	Mesh Size (inches)	Wire Diameter (inches)	Galvanized Coating (oz./SF)
Lacing Wire		0.086	0.70
Welded Mesh	1.5x1.5	0.118	0.80
Spiral Binder		0.105	0.80

751.2.5 The wire sizes shown in Table 1 are the size of the wire after galvanizing.

751.2.6 Alternate fasteners for use with wire mesh gabions, such as ring fasteners, shall be formed from wire meeting the same quality requirements as specified for the gabions. Test results must be provided to certify that the ring fasteners provide the same joint strength.

751.2.7 Standard fasteners and alternate fasteners must provide a minimum strength of 1,400 lbs per lineal foot for gabion baskets. All fasteners shall meet all of the closing requirements of the gabion manufacturer.

751.2.8 Rock shall conform to the quality requirements as follows and at least 85 percent of the rock particles, by weight, shall be within the predominant rock size range (Table 2). Recycled concrete may be used in lieu of the specified aggregate at the Engineer's discretion.

Table 2. Minimum Rock Requirements

Predominant Rock Size (inches)	Minimum Rock Dimensions (inches)	Maximum Rock Dimensions (inches)
4 to 8	4	8

751.2.9 At least 30 days prior to delivery to the site, the Contractor shall inform the Engineer in writing of the source from which the rock will be obtained and include the test data and other information by which the material was determined by the Contractor to meet the specification. The Contractor shall provide the Engineer free access to the source for the purpose of obtaining samples.

751.2.10 Geotextile shall conform to the requirements in Section 640 or the manufacturer's recommendation.

751.3 Assembly: Gabion baskets are to be assembled in accordance with manufacturer recommendations. Rotate the gabion panels into position and join the vertical edges with fasteners for gabion assembly. Where lacing wire is used, wrap the wire with alternating single and double half hitches at intervals between four (4) to five (5) inches. Where spiral

fasteners are used, crimp the ends to secure the spirals in place. Where ring type alternate fasteners are used for basket assembly, install the fasteners at a maximum spacing of 6 inches. Use the same fastening procedures to install interior diaphragms where they are required.

Interior diaphragms will be required where any inside dimension exceeds three (3) feet for gabion baskets thicker than 12". Diaphragms will be installed to assure that no open intervals are present that exceeds three (3) feet. Diaphragms shall be assembled in accordance with manufacturer recommendations.

751.4 Filling Operations:

751.4.1 In welded mesh gabions, crossties or stiffeners will be placed across the corners of the gabions (at 12 inches from the corners) providing diagonal bracing. Lacing wire or preformed wire stiffeners may be used.

751.4.2 The gabions shall be carefully filled with rock, either by machine or hand methods, ensuring alignment, avoiding bulges, and providing a compact mass that minimizes voids. At no point in the filling process may rock be mechanically placed from a height of over 36" from machine to fill area. Machine placement may require supplementing with handwork to ensure the desired results. The cells in any row shall be filled in stages so that the depth of rock placed in any one cell does not exceed the depth of rock in any adjoining cell by more than 12 inches. Along the exposed faces, the outer layer of stone shall be carefully placed and arranged by hand to ensure a neat, compact placement with a uniform appearance.

751.4.3 The last layer of rock shall be uniformly leveled to the top edges of the gabions. Lids shall be placed over the rock filling using only approved lid closing tools as necessary. The use of crowbars or other single point leverage bars for lid closing is prohibited due to the potential for damage to the baskets.

751.4.4 The gabion lid shall then be secured to the sides, ends, and diaphragms with spiral binders, approved alternate fasteners, or lacing wire wrapped with alternating single and double half hitches in the mesh openings.

751.4.5 Any damage to the wire during assembly, placement and filling shall be repaired promptly in accordance with the manufacturer's recommendations or replaced with undamaged gabion baskets.

751.5 Placement: Place the gabions on the fabric and interconnect the adjacent gabions along the top and vertical edges using lacing wire or spirals. Wrap the wire with alternating single and double half hitches at intervals between four (4) to six (6) inches. Spiral fasteners are commonly used for the assembly and interconnection of welded mesh gabions. Spirals are screwed down at the connecting edges then each end of the spiral is crimped to secure it in place. Lacing may be used as needed to supplement the interconnection of welded mesh gabions, and the closing of lids. Placement of the gabions should occur via mechanical means. Placement methods/equipment should utilize a sufficient number of contact points when lifting such that the welded mesh gabions are not compromised or damaged. The Contractor shall include a description of the lifting apparatus in the Work Plan. The Contractor shall meet with the Engineer prior to mobilization to the work site and demonstrate the planned method of lifting and placement of the gabion basket shoreline protection units. This demonstration shall occur in a terrestrial setting such as a shop or yard in order for the Engineer and

Contractor to be able to visually inspect the planned methods of installation. Any damage to the wire during placement shall be repaired promptly in accordance with the manufacturer's recommendations or replaced with undamaged gabion baskets. Interconnect adjacent gabion baskets to one another using lacing wire or spirals. Wrap the wire with alternating single and double half hitches at intervals between 4 and 6 inches. Interconnect baskets along at least one of the following adjoining locations: front, back or top.

751.6 Measurement and Payment: Payment shall be made at the Contract Unit Price per Each for Bid Item Nos. 4, 4-1, and 4-2, "Gabion Basket Shoreline Protection Units (TS-751)". If Alternates are awarded, payment of this bid item shall be under Bid Item Nos. 4-1 and 4-2. 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 the number of Gabion Basket Shoreline Protection Units placed.

TS-801. PERMANENT WARNING SIGNS

801.1 Scope: The Contractor shall furnish all of the materials, labor, and equipment necessary to obtain and install Permanent Warning Signs at the locations specified in the Plans. All work shall be in accordance with the Plans and these Specifications. Manufacturer's Certifications and Shop Drawings shall be submitted in the Work Plan.

801.2 Materials: Contractor shall submit certifications showing accordance with the material requirements for the treated timber post, aluminum plate signage, hardware, and reflective tape prior to installation.

801.2.1 Signs: Sign shall be four (4) feet by four (4) feet and consist of 0.1875 inch thick marine grade aluminum with white sheeting on one side. A two (2) inch orange reflective border shall be on the sign face. "DANGER" shall be in 6" black letters per the Plans Sheet 5. "OBSTRUCTION" shall be in 3" black letters per the Plans Sheet 5.

801.2.2 Support Bracing: Bracing shall be provided at 3 locations as shown on the Plans Sheet 5 via 6061 Aluminum 3"x2"x1/4" angle. The timber pile shall be notched so that the short leg of the angle is inserted into the pile and the long leg fits flush with the pile face. Angles shall be welded to the sign rear face according to the weld schedule indicated on the Plans Sheet 5.

801.2.3 Piling: Post shall consist of ASTM D25 twelve (12) inch diameter by forty (40) feet long treated timber post with seven (7) inch minimum tip with a 2.5 CCA retention value.

801.2.4 Conspicuity Tape: 2" wide conspicuity tape, red and white in color, shall be taped around each pile at elevations +2.0, +3.0, and +4.0 NAVD88.

801.2.5 Hardware and Connections: Hardware shall consist of three (3) 0.75 inch diameter A307 (HDG) dome head bolts with ogee washer and nut. Nuts shall be tack welded to bolts. Lettering and additional requirements are shown in the Plans.

801.3 Installation: Warning signs shall be installed at locations shown on the Plans or as directed by the Engineer. The top of pile shall be set at +11.0 ft NAVD88.

801.4 Measurement and Payment: Payment shall be made at the Contract Unit Price per Each for

Bid Item Nos. 5, 5-1, and 5-2, “Permanent Warning Signs (TS-801)”. If Alternates are awarded, payment of this bid item shall be under Bid Item Nos. 5-1 and 5-2. 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 the number of Permanent Warning Signs installed.

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: SUBCONTRACTOR REPORT

CURRENT INVOICE NO._____
PURCHASE ORDER NO. _____

APPENDIX A, ATTACHMENT A1

COASTAL CONSTRUCTION AND VEGETATIVE PROJECTS

SUBCONTRACTOR REPORT

PRIME CONTRACTOR _____

Name & Address of Subcontractor(s)	$ Value Paid to Subs for this Invoice Period	Cumulative $ Value Paid to Subs for this Purchase Order

APPENDIX B: REQUEST FOR INFORMATION FORM

Rabbit Island Restoration Shoreline Protection Project (CS-0080)
Request for Information (RFI)

DATE:

RFI Number:

Summary of RFI by Contractor
Signature:

Response to RFI by Engineer
Signature:

APPENDIX C: CHANGE ORDER FORM

CHANGE ORDER NO. __

OWNER: State of Louisiana, Coastal Protection & Restoration Authority
CONTRACTOR _____
PROJECT: Rabbit Island Restoration Shoreline Protection Project (CS-0080)
FILE NO: _____
SOLICITATION NO: _____
ENGINEER: _____

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

-

Description: See attached summary.

Attachments (list documents supporting change):

-

Change in Contract Price		Change in Contract Time	
Original Contract Price		Original Contract Time (calendar days)	
Net Increase /(Decrease) from previous Change Orders		Net Increase /Decrease from previous Change Orders (days)	
Contract Price prior to this Change Order		Contract Time prior to this Change Order (calendar days)	
Net Increase/(Decrease) of this Change Order		Net Increase (Decrease) of this Change Order (days)	
Contract Price with this Change Order		Contract Time with this Change Order (calendar days)	

RECOMMENDED:

By:_____
Engineer
Date:_____

RECOMMENDED:

By:_____
CPRA Construction Manager
Date:_____

ACCEPTED:

By:_____
Contractor
Date:_____

RABBIT ISLAND RESTORATION PROJECT (CS-0080)

SUMMARY OF CHANGE ORDER NO:_____

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT OVERRUN	AMOUNT UNDERRUN
Net Increase of this Change Order							

Justification:

-

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

APPENDIX D: RECOMMENDATION OF ACCEPTANCE FORM

ATTACHMENT A4

❖ NOT FOR RECORDATION PURPOSES ❖

RECOMMENDATION OF ACCEPTANCE

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

FROM:

_____
Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: _____

SITE CODE:_____ STATE ID:_____ CFMS:_____

CONTRACTOR: _____

_____

ORIGINAL CONTRACT AMOUNT: $_____

FINAL CONTRACT AMOUNT: $ _____

DATE OF ACCEPTANCE:_____

CONTRACT DATE OF COMPLETION:_____

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

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $_____VALUE OF PUNCH LIST $_____*(Attach punch list)*

Signed:_____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed:_ PROJECT MANAGER

❖ NOT FOR RECORDATION PURPOSES ❖

APPENDIX E: PERMITS OBTAINED BY THE OWNER

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

October 6, 2022

Regulatory Division
Western Evaluation Branch

SUBJECT: MVN-2018-01009 WLL

Coastal Protection and Restoration Authority
635 Cajun Dome Blvd.
Lafayette, Louisiana 70506

Gentlemen:

Additional plans furnished with your application dated May 17, 2022 covering the placement of 2,400 linear feet of limestone filled Gabion baskets for oyster reef restoration and shoreline protection in a foreshore alignment along the northeastern shoreline of Rabbit Island, all to protect the Island from erosion and provide oyster reef habitat, are approved and will be included in your plans for the work authorized by the Secretary of the Army in permit dated August 6, 2019 from the District Engineer at New Orleans, Louisiana.

The conditions, to which the work is made subject, remain in full force and effect.

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

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Martin S. Mayer
Chief, Regulatory Division
for
Cullen A. Jones, P.E., PMP
Colonel, U.S. Army
District Commander

Enclosure

SHEET INDEX

1 - VICINITY MAP
2 - ACCESS ROUTE
3 - PROJECT LAYOUT
4 - TYPICAL SECTION
5 - NOTES
6 - WARNING SIGN DETAIL

THESE DRAWINGS WERE PREPARED EXCLUSIVELY FOR OBTAINING REGULATORY APPROVALS AND DO NOT PURPORT TO BE CONSTRUCTION DRAWINGS OR SPECIFICATIONS.

APPLICATION BY: COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	CPRA ROYAL ENGINEERS	COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	RABBIT ISLAND RESTORATION SHORELINE PROTECTION	VICINITY MAP
			STATE PROJECT NUMBER: CS-0080	DATE: MAY 2022
DRAWN BY: REC	DESIGNED BY: ZR	APPROVED BY: BT	FEDERAL PROJECT NUMBER: CS-0080	SHEET 1 OF 6

APPLICATION BY: COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	CPRA ROYAL ENGINEERS	COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	RABBIT ISLAND RESTORATION SHORELINE PROTECTION	ACCESS ROUTE
			STATE PROJECT NUMBER: CS-0080	DATE: MAY 2022
DRAWN BY: REC	DESIGNED BY: ZR	APPROVED BY: BT	FEDERAL PROJECT NUMBER: CS-0080	SHEET 2 OF 6

PROJECT LAYOUT

ENLARGED DETAIL

SCALE: 1" = 20'

ALIGNMENT COORDINATES				
	NORTHING	EASTING	LATITUDE	LONGITUDE
1	496,768.1945	2,632,163.8285	N29° 51' 00.32"	W93° 22' 46.81"
2	496,856.4867	2,631,994.3033	N29° 51' 01.16"	W93° 22' 48.75"
3	497,010.6766	2,631,866.4307	N29° 51' 02.67"	W93° 22' 50.23"
4	497,108.1642	2,631,840.7755	N29° 51' 03.63"	W93° 22' 50.54"
5	497,184.4607	2,631,763.5274	N29° 51' 04.37"	W93° 22' 51.44"
6	497,363.6922	2,631,663.6002	N29° 51' 06.13"	W93° 22' 52.61"
7	497,480.7620	2,631,654.4299	N29° 51' 07.28"	W93° 22' 52.74"
8	497,567.4527	2,631,592.8872	N29° 51' 08.13"	W93° 22' 53.45"
9	497,709.3687	2,631,444.5510	N29° 51' 09.51"	W93° 22' 55.17"
10	497,828.4649	2,631,285.1593	N29° 51' 10.66"	W93° 22' 57.00"
11	497,940.3549	2,631,107.7160	N29° 51' 11.73"	W93° 22' 59.04"
12	498,026.2572	2,630,903.4482	N29° 51' 12.55"	W93° 23' 01.37"
13	498,120.6703	2,630,707.0631	N29° 51' 13.45"	W93° 23' 03.62"
14	498,276.7940	2,630,582.2580	N29° 51' 14.97"	W93° 23' 05.07"
WARNING SIGN COORDINATES				
A	496,788.5188	2,632,173.5141	N29° 51' 00.52"	W93° 22' 46.70"
B	496,920.4569	2,631,986.0720	N29° 51' 01.80"	W93° 22' 48.86"
C	497,336.6713	2,631,718.1649	N29° 51' 05.87"	W93° 22' 51.98"
D	497,755.0974	2,631,440.9887	N29° 51' 09.96"	W93° 22' 55.22"
E	498,023.8085	2,630,998.2679	N29° 51' 12.54"	W93° 23' 00.30"
F	498,288.4999	2,630,601.7059	N29° 51' 15.09"	W93° 23' 04.85"

APPLICATION BY: COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	CPRA ROYAL ENGINEERS	COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	RABBIT ISLAND RESTORATION SHORELINE PROTECTION	PROJECT LAYOUT
			STATE PROJECT NUMBER: CS-0080	DATE: MAY 2022
DRAWN BY: REC	DESIGNED BY: ZR	APPROVED BY: BT	FEDERAL PROJECT NUMBER: CS-0080	SHEET 3 OF 6

TYPICAL SECTION
SCALE: 1" = 1'

ISOMETRIC VIEW
SCALE: 1" = 5'

APPLICATION BY: COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	CPRA ROYAL ENGINEERS	COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	RABBIT ISLAND RESTORATION SHORELINE PROTECTION	TYPICAL SECTION
			STATE PROJECT NUMBER: CS-0080	DATE: MAY 2022
DRAWN BY: REC	DESIGNED BY: ZR	APPROVED BY: BT	FEDERAL PROJECT NUMBER: CS-0080	SHEET 4 OF 6

GENERAL NOTES

1. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) U.S. SURVEY FEET (FEET), GEOID 12B. ALL HORIZONTAL COORDINATES ARE GIVEN IN THE NORTH AMERICAN DATUM OF 1983 (NAD83, LOUISIANA STATE PLANE SOUTH ZONE U.S. FEET)
2. THE CONTRACTOR SHALL CONTACT LOUISIANA ONE CALL AT LEAST 5 WORKING DAYS PRIOR TO MOBILIZATION.
3. THE PLANS AND BID DOCUMENTS ARE COMPLEMENTARY; WHAT IS REQUIRED IN ONE IS AS BINDING AS IF REQUIRED BY THE OTHER. ALL CLARIFICATIONS, INTERPRETATIONS, OR NOTIFICATIONS OF MINOR VARIATIONS AND DEVIATIONS IN THE CONTRACT DOCUMENTS WILL BE ISSUED BY THE ENGINEER, IF NECESSARY.
4. THE ELEVATIONS SHOWN ON THE PLANS ARE BASED ON SURVEYS PERFORMED BY T. BAKER SMITH NOVEMBER 2021. THE ALIGNMENT OF THE BREAKWATER MAY BE REVISED BY THE ENGINEER BEFORE CONSTRUCTION TO REFLECT CHANGES IN FIELD CONDITIONS BASED ON THE RESULTS OF THE CONTRACTOR'S INITIAL SURVEY.
5. MEAN HIGH WATER (MHW) AND MEAN LOW WATER (MLW) WERE CALCULATED FROM NOAA GAUGE 8768094 IN THE CALCASIEU SHIP CHANNEL.
6. AVOID IMPACT TO EXISTING VEGETATION. NO EQUIPMENT WILL BE ALLOWED ON EXISTING MARSH AT ANY TIME.

WARNING SIGN ELEVATION

SIGN DETAIL

TYPICAL TIMBER PILE CAP

WARNING SIGN ELEVATION

NOTES:

1. PERMANENT WARNING SIGNS, INCLUDING TIMBER PILES, SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE PLANS. THE 2" BORDER ON THE WARNING SIGN WILL BE REFLECTIVE MATERIAL OF ORANGE COLOR. THE LETTERING FIELD WE BE A REFLECTIVE MATERIAL OF WHITE COLOR. THE LETTERING FOR THE WARNING SIGNS WILL BE BLACK. ALL SIGNS MUST MEET U.S. COAST GUARD STANDARDS; IN ACCORDANCE WITH 33 CFR 330.4 (a)(1) WHICH CAN BE DOWNLOADED AT http://www.access.gpo.gov/nara/cfr/waisidx_0233cfr330_02.html
1. NEOPRENE WASHERS SHALL BE PLACED BETWEEN THE SIGN AND THE PILING AT ALL POINTS OF CONTACT.
2. HARDWARE FOR TIMBER CONNECTIONS SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH SECTION 811.5 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS PUBLISHED BY THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, LATEST EDITION.
3. TIMBER PILES SHALL CONFORM TO SECTIONS 804 AND 1014 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS PUBLISHED BY THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, LATEST EDITION. PILES SHALL BE TREATED WITH A CREOSOTE SOLUTION CONFORMING TO AWPA P2 TO A MINIMUM RETENTION OF 20 PCF AND CAPPED ACCORDING TO LA DOTD SPECIFICATION 812.06.
4. TIMBER PILINGS SHALL BE 40' IN LENGTH WITH A NOMINAL 12" DIAMETER BUTT AND 7" MINIMUM DIAMETER AT THE TIP.
5. THE TOP OF THE PILES SHALL BE COATED WITH COAL TAR EPOXY PAINT PRIOR TO PLACING CAP. THE PILE CAP SHALL BE ATTACHED USING ALUMINUM OR STAINLESS STEEL NAILS.

PERMANENT WARNING SIGN TYPICAL DETAIL

SEE SHEET 3 FOR WARNING SIGN LOCATIONS

APPLICATION BY: COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	CPRA ROYAL ENGINEERS	COASTAL PROTECTION AND RESTORATION AUTHORITY 635 CAJUNDOME BOULEVARD LAFAYETTE, LOUISIANA 70506	RABBIT ISLAND RESTORATION SHORELINE PROTECTION	WARNING SIGN DETAIL
			STATE PROJECT NUMBER: CS-0080	DATE: MAY 2022
DRAWN BY: REC	DESIGNED BY: ZR	APPROVED BY: BT	FEDERAL PROJECT NUMBER: CS-0080	SHEET 6 OF 6

DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT

P.O. BOX 44487
BATON ROUGE, LOUISIANA 70804-4487
(225)342-7591
1-800-267-4019

COASTAL USE PERMIT/CONSISTENCY DETERMINATION

C.U.P. No.: **P20220447**

C.O.E. No.:

NAME: **COASTAL PROTECTION AND RESTORATION AUTHORITY**
c/o ROYAL ENGINEERS & CONSULTANTS
1231 CAMELLIA BLVD.
LAFAYETTE, LA 70508
Attn: Levi Lebourgeois

LOCATION: **Cameron Parish, LA**
Lat 29-51-6.580N / Long 93-22-52.54W; Section 9, 10 T14S R10W;

DESCRIPTION: CPRA will construct a total of approximately 2,400 linear feet oyster reef restoration and shoreline protection near Rabbit Island in West Cove of Calcasieu Lake. The reefs will be constructed in a foreshore alignment by placing approx. 808 c.y. of limestone in Gabion baskets to promote oyster reef growth and reduce shoreline erosion. The reefs will be constructed in segments to allow gapping for fish passage.

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

1. Carry out, perform, and/or operate the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The applicant will notify the Office of Coastal Management of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the Office of Coastal Management by entering a commencement date through the online system, or by mailing said information to OCM.
10. Unless specified elsewhere in this permit, this permit authorizes the initiation of the coastal use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee on the original permit which was August 31, 2022. If the coastal use is not initiated within this two (2) year period, then this permit will expire and the applicant will be required to submit a new application. Initiation of the coastal use, for the purposes of this permit, means the actual physical beginning of the use of activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the coastal use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, the permittee must, in good faith, and with due diligence, reasonably progress toward completion of the project once the coastal use has been initiated.
11. The following special conditions must also be met in order for the use to meet the guidelines of the Coastal Resources Program:

   a. All structures built under the authorization and conditions of this permit shall be removed from the site within 120 days of abandonment of the facilities for the herein permitted use, or when these structures fall into a state of disrepair such that they can no longer function as intended. This condition does not preclude the necessity for revising the current permit or obtaining a separate Coastal Use Permit, should one be required, for such removal activities.

   b. Structures must be marked/lighted in accordance with U. S. Coast Guard regulations.

c. The professional staff of the Louisiana Department of Wildlife and Fisheries (LDWF) has reviewed the notice referenced above. The following recommendations have been provided by the appropriate biologist(s):

Ecological Studies:
It is anticipated that this proposed Coastal Protection and Restoration Authority (CPRA) project will benefit wildlife resources; therefore, Ecological Studies has no objection.

Wildlife Diversity Program:
The database indicates that the West Indian Manatee (Trichechus manatus) may occur in the surrounding waterbodies of the project area. The manatee is a large mammal that inhabits both fresh and salt water. Although the manatee is a year round resident of Florida and Central America, the species has been known to migrate to areas along the Atlantic and Gulf coasts during the summer months. The West Indian Manatee is a threatened species protected under the Endangered Species Act of 1973 and the Federal Marine Mammal Protection Act of 1972. In Louisiana, take or harassment of a manatee is a violation of state and federal laws. Critical habitat for the manatee includes beds of submerged aquatic vegetation (e.g., sea-grass beds). Areas with sea-grass beds should be avoided during project activities. Report all manatee sightings to the Louisiana Department of Wildlife and Fisheries at 504-286-4052 or 1-800-442-2511.

The Mississippi Diamond-backed Terrapin (Malaclemys terrapin pileata) may occur near the project area and is considered vulnerable (S3) in Louisiana. This species inhabits brackish water habitats, especially coastal marshes. Primary threats to this species include pollution; habitat disturbance; nest destruction, especially near human-populated coastal sites; and coastal erosion. Terrapins nest from April to July with nest cavities dug at the sandy edges of marshes and dunes. Hatchlings usually emerge from nests during August and September, but may overwinter in nests until the following spring. Nest searches should be conducted if project activities, including mobilization and demobilization, occur in aforementioned sandy areas. If nests are found at any time, the applicant should contact Keri Lejeune at 337-735-8676 for further guidance.

The database indicates that American Oystercatcher (Haematopus palliatus) may occur near the project area. This charismatic, boldly patterned bird is considered critically imperiled (S1) in Louisiana due to habitat loss and degradation and human disturbance. Oystercatchers prefer sand beaches, coastal salt marshes, and tidal flats, particularly on remote and uninhabited beaches. Like other solitary, beach nesting birds, their nests and eggs are cryptic and unlikely to be noticed. Behavior of nearby adults, especially agitated, calling individuals, can be helpful in alerting to the presence of nests or chicks. Avoid negative alterations to beach habitat and remain vigilant to nesting birds from February to July. Contact Rob Dobbs at 337-735-8675 for more information.

d. The database also indicates the presence of bird nesting colonies within the project area. Please be aware that entry into or disturbance of active breeding colonies is prohibited by the Louisiana Department of Wildlife and Fisheries (LDWF). In addition, LDWF prohibits work within a certain radius of an active nesting colony. Nesting colonies can move from year to year, and no current information is available on the status of these colonies. If work for the proposed project will commence during the nesting season, conduct a field visit to the worksite to look for evidence of nesting colonies. This field visit should take place no more than two weeks before the project begins. If no nesting colonies are found within 1000 feet (2000 feet for Brown Pelicans) of the proposed project, no further consultation with LDWF will be necessary. If active nesting colonies are found within the previously stated distances of the proposed project, further consultation with LDWF will be required. In addition, colonies should be surveyed by a qualified biologist to document species present and the extent of colonies. Provide LDWF with a survey report which is to include the following information:

1. qualifications of survey personnel;
2. survey methodology including dates, site characteristics, and size of survey area;
3. species of birds present, activity, estimates of number of nests present, and general vegetation type including digital photographs representing the site; and
4. topographic maps and ArcGIS shapefiles projected in UTM NAD83 Zone 15 to illustrate the location and extent of the colony.

Please mail survey reports on CD to:
Wildlife Diversity Program

La. Dept. of Wildlife & Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000

To minimize disturbance to colonial nesting birds, the following restrictions on activity should be observed:
- For colonies containing nesting wading birds (e.g., herons, egrets, night-herons, ibis, Roseate Spoonbills) or Anhingas or cormorants, all project activity occurring within 1000 feet of an active nesting colony should be restricted to the non-nesting period (i.e., September 1 through February 15).
- For colonies containing nesting gulls, terns, or Black Skimmers, all project activity occurring within 650 feet (2000 feet for Brown Pelicans) of an active nesting colony should be restricted to the non-nesting period (i.e., September 16 through April 1).

If you have any questions or need additional information on birds, please contact Rob Dobbs at 337-735-8675.

No other impacts to rare, threatened or endangered species or critical habitats are anticipated from the proposed project. No state or federal parks, wildlife refuges, wildlife management areas or scenic rivers are known at the specified site or within ¼ mile of the proposed project.

The Wildlife Diversity Program (WDP) reports summarize the existing information known at the time of the request regarding the location in question. WDP reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. If at any time WDP tracked species are encountered within the project area, please contact our biologist at 225-763-3554.

e. Oyster Seed Grounds:
1. Applicant shall be liable for, and shall compensate the state for, any damages to the oyster seed grounds caused by Applicant or Applicant's contractors during any work done under this permit. Prior to commencement of the permitted activity, Applicant will also provide LDWF with the name of an individual in authority who can be contacted regarding any work done under the permit.

2. Compensation for impacts to the public oyster seed grounds shall be in the form of the planting of cultch material (i.e. crushed concrete, limestone, oyster shell, etc) at the rate of 1 cubic yard per acre of impacted area for barren, non-supportive areas of the seed grounds, 50 cubic yards per acre of impacted area for supportive areas, and 187 cubic yards per acre of impacted area for reef areas plus the value of any living oyster resources destroyed. Applicant shall bear the expense of acquisition and deposition of cultch. The cultch shall be deposited by the Applicant, Applicant's contractor, or sub-contractor, under the direct supervision of LDWF, and shall be deposited at a time, place, and in a manner prescribed by the Department. In lieu of planting cultch material, the Applicant may make payment directly to the Public Oyster Resource Management Account.

3. Applicant, Applicant's contractors and sub-contractors shall not discharge any produced waters, human waste that does not meet or exceed the requirements of the Department of Health and Hospitals, or drilling and/or workover effluent except for flocculated filtered water into the waters in the areas of the proposed activity or along any proposed access routes. Discharge rate of water shall not exceed the rate of filtering. If deemed appropriate Applicant shall have at the project location float booms for containing any spills.

4. All vessels utilized under this permit shall be of such size and loaded in such a manner as to not impact the water bottoms over which they pass. If access route traverses a currently productive public oyster area, the Applicant shall secure approval of the access route from LDWF and shall ingress and egress to the project location only along the approved route. If deemed appropriate by LDWF Applicant shall establish and maintain, until the project is complete, along the access route appropriate access route markings for vessels traveling to and from the project location. These markings may be subject to applicable local, state, and federal navigation requirements. These markings shall be sufficient to be used during day and night operations as well as in any climatic and sea condition which may occur during permitted activities.

f. 5. Applicant shall provide legal representation and indemnification to LDWF for any and all lawsuits and legal claims that may be filed or made against LDWF as a result of the activities by Applicant.

6. This permit specifically does not authorize prop washing, wheel washing, dredging, or jetting beyond what is shown in the application and drawings. Any changes or variances in the location, access route, volume of material moved and/or magnitude of the area of impact shall require formal application to, and prior written authorization from, the Department of Natural Resources (DNR). The decision by DNR whether to authorize those changes will require consultation by DNR with LDWF in strict adherence to all applicable provisions of the February 3, 2005 Memorandum of Agreement between those two agencies.

7. At the discretion of the Secretary or Assistant Secretary of the Louisiana Department of Wildlife and Fisheries, any activities may be suspended until more favorable conditions prevail.

8. Applicant shall provide a letter of completion or as-built drawings of the completed project to the Department no later than 30 days following completion of the permitted activity.

9. A post-project bottom contour and side-scan survey may be required, covering the permitted project area or any other area outside the project footprint suspected of being directly impacted by permitted activities. The results of these surveys will be made available to the Department within 14 days of completion.

10. At the discretion of LDWF, the Applicant may be required to return all or part of water bottoms to pre-project conditions. If applicable, Applicant shall remove or spread any dredged material which is greater than 0.5 feet above original water bottom contours unless otherwise specified in the coastal use permit. The Louisiana Department of Wildlife and Fisheries appreciates the opportunity to review and provide recommendations to you regarding this proposed activity. Please do not hesitate to contact LDWF Permits Coordinator Dave Butler at 225-763-3595 should you need further assistance.

g. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.

h. The permittee shall insure that all sanitary sewage and/or related domestic wastes generated during the subject project activity and at the site, thereafter, as may become necessary shall not be discharged into any of the streams or adjacent waters of the area without authorization from DH and/or DEQ or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code and DEQ regulations. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to DH for purpose of review and approval prior to any utilization of such provisions.

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

j. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.

k. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.

l. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee on the original permit which was August 31, 2022. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto

the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:I.723.D.). Please note that a request for permit extension MUST be made no sooner than one hundred eighty (180) days and no later than sixty (60) days prior to the expiration of the permit.

The expiration date of this permit is five (5) years from the date of the signature of the Secretary or his designee on the original permit which was August 31, 2022. If the Coastal Use is not completed within this five (5) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (LAC 43:I.723(D)).

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

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

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

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

I affix my signature and issue this permit this 31st day of August, 2022.

THE DEPARTMENT OF NATURAL RESOURCES

Karl L. Morgan, Administrator
Office of Coastal Management

This agreement becomes binding when signed by Administrator of
the Office of Coastal Management Permits/Mitigation Division, Department of Natural Resources.

Attachments

Final Plats:

1) P20220447 Final Plats 07/25/2022

cc: Martin Mayer, COE w/attachments
Dave Butler, LDWF w/attachments
Jordan Cobbs, OCM w/attachments
Quintin Waguespack, OCM/FI w/attachments
Cameron Parish w/attachments

COASTAL PROTECTION AND RESTORATION AUTHORITY w/attachments

CURTIS FOUNTAIN
PRESIDENT

JOE DUPONT
VICE PRESIDENT

KATIE ARMENTOR
ADMINISTRATOR

MARY CARROLL
SECRETARY

KAYLA JOHNSON
TREASURER

P.O. BOX 1280
CAMERON, LA 70631
(337) 775-5718
(337) 775-5567 FAX
WWW.CAMERONPJ.ORG

DISTRICT 1
MAGNUS MCGEE
DISTRICT 2
CURTIS FOUNTAIN
DISTRICT 3
KIRK QUINN
DISTRICT 4
THOMAS MCDANIEL
DISTRICT 5
SCOTT TRAHAN
DISTRICT 6
JOE DUPONT
DISTRICT 7
MCKINLEY GUIDRY
DISTRICT 8
LAWRENCE FAULK, JR.

July 11, 2022

Royal Engineers and Consultants
Attn: Levi LeBourgeois
1231 Camellia Blvd.
Lafayette, LA 70508

CUP: P20220447

CPRA, West Cove in Calcasieu Lake, Section 9, 10, T14S, R10W (proposed Rabbit Island Shoreline Protection Maintenance Event, construct approx. 2,400 linear oyster reef restoration. Reefs to be constructed in a foreshore alignment by placing approx. 808 cy of limestone in Gabion baskets to promote oyster reef growth and reduce shoreline erosion. The reefs will be constructed in segments to allow gapping for fish passage. The project will provide protection to the north-eastern shoreline of Rabbit Island from wave scour), Cameron Parish, Louisiana.

Dear Mr. LeBourgeois:

This letter is to advise you that the Cameron Parish Police Jury has no objections to the above captioned permit. You may proceed with the work detailed in your permit application as long as drainage is not compromised to complete the project. Please be advised that work cannot commence until all Federal and State permits have been obtained.

We request that a copy of your permit application and letter of no objection from the Police Jury be maintained on the job site at all times.

Sincerely,

Kara Bonsall

Kara Bonsall, Coastal Zone Administrator
CAMERON PARISH POLICE JURY

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard

OMB Approval: 1625-0011
Expiration Date: 05/31/2021

PRIVATE AIDS TO NAVIGATION APPLICATION

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

NO PRIVATE AID TO NAVIGATION MAY BE AUTHORIZED UNLESS A COMPLETED APPLICATION FORM HAS BEEN RECEIVED (14 U.S.C. 83; 33 CFR. 66. 01-5).

1. ACTION REQUESTED FOR PRIVATE AIDS TO NAVIGATION: [x] A. ESTABLISH AND MAINTAIN [ ] B. DISCONTINUE [ ] C. CHANGE [ ] D. TRANSFER OWNERSHIP

2. DATE ACTION TO START: 10/01/2022

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

4. NECESSITY FOR AID *(Continue in Block 8)*
Warning signs for proposed shoreline protection

5. GENERAL LOCALITY
West Cove, Calcasieu Lake

6. AUTHORIZING PERMIT FOR THIS STRUCTURE OR BUOY
USACE [x] PERMIT AND/ OR STATE [ ] PERMIT (Valid Permit Number) _____

FOR DISTRICT COMMANDERS ONLY		7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS									
LIGHT LIST NUMBER	NAME OF AID	NO. OR LTR (7a)	LIGHT: FLASH PERIOD (7b)	LIGHT: FLASH LENGTH (7c)	LIGHT: COLOR (7d)	POSITION (7e)	DEPTH OF WATER (7f)	CANDELA (7g)	FOCAL PLANE HEIGHT (7h)	STRUCTURE: TYPE, COLOR, AND HEIGHT ABOVE GROUND (7i)	REMARKS *(See instructions)* *(7j)*
		1				N 29° 51' 00.52" W 93° 22' 46.70"	2 Ft			Sign mounted on 12" dia. timber pile or 4" dia. metal pipe	4' Danger Obstruction sign w/ 2" orange reflective border
		2				N 29° 51' 01.80" W 93° 22' 40.86"	2 Ft			Sign mounted on 12" dia. timber pile or 4" dia. metal pipe	4' Danger Obstruction sign w/ 2" orange reflective border
		3				N 29° 51' 05.87" W 93° 22' 51.98"	2 Ft			Sign mounted on 12" dia. timber pile or 4" dia. metal pipe	4' Danger Obstruction sign w/ 2" orange reflective border
		4				N 29° 51' 09.96" W 93° 22' 55.22"	2 Ft			Sign mounted on 12" dia. timber pile or 4" dia. metal pipe	4' Danger Obstruction sign w/ 2" orange reflective border
		5				N 29° 51' 12.54" W 93° 23' 00.30"	2 Ft			Sign mounted on 12" dia. timber pile or 4" dia. metal pipe	4' Danger Obstruction sign w/ 2" orange reflective border
		6				N 29° 51' 15.09" W 93° 23' 04.85"	2 Ft			Sign mounted on 12" dia. timber pile or 4" dia. metal pipe	4' Danger Obstruction sign w/ 2" orange reflective border

8. ADDITIONAL COMMENTS
feature to be installed in West Cove to protect the recently restored bird nesting habitat at Rabbit Island.

9a. NAME AND ADDRESS OF PERSON IN DIRECT CHARGE OF THE AID(S)
Royal Eng., Levi LeBourgeois, 1231 Camellia Blvd. Lafayette, LA 70508

9b. TELEPHONE NO.
337.456.5351

9c. E-MAIL ADDRESS
llebourgeois@royalengineering.net

10a. NAME AND ADDRESS OF PERSON OR CORPORATION AT WHOSE EXPENSE THE AID(S) WILL BE MAINTAINED
Coastal Protection & Restoration Authority
Attn: Jody Roger-White
635 Cajundome Blvd. Lafayette, LA 70506
337.482.0664

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

10c. DATE
05/11/2022

10d. SIGNATURE AND TITLE OF OFFICIAL SIGNING

FOR USE BY DISTRICT COMMANDER		RECD	DATE APPROVED	SIGNATURE *(By direction)*
SERIAL NO.	CLASSIFICATION OF AIDS(S)	CHART		
		LNM		

REMARKS

DATE	REFERENCE	ACTION AND REMARKS

	J	F	M	A	M	J	J	A	S	O	N	D

NAME OF AID

LIGHT LIST NO.

PRIVACY NOTICE

Authority: 14 U.S.C. 83, 14 U.S.C. 85.

Purpose: To obtain approval to establish a private aid to navigation, applicants must submit CG 2554 (Private Aids to Navigation Application). Information about the private aid to navigation (type, color, geographic position), as well as the applicant's contact information is stored in the U.S. Coast Guard's United States Aids to Navigation Information Management System (USAIMS). USAIMS is the U.S. Coast Guard's comprehensive database for managing information about aids to navigation. USAIMS has user access controls in place to govern who may view or access information.

Routine Uses: Authorized USCG personnel will utilize this information to contact owners in the event of a discrepancy or a mishap to a private aid to navigation. Any external disclosures of data within this record will be made in accordance with DHS/ALL-002, Department of Homeland Security (DHS) Mailing and Other Lists System, November 25, 2008, 73 FR 71659.

Consequences of Failure to Provide Information: Mandatory. Failure to provide the required contact information will prevent approval to establish a private aid to navigation.

U.S. COAST GUARD
PRIVATE AIDS TO NAVIGATION APPLICATION
INSTRUCTIONS

1. The rules, regulations, and procedures pertaining to private aids to navigation are set forth in the excerpt of the Code of Federal Regulations; Title 33, Chapter 1, Part 66 on the following pages.

2. One copy of the application for private aids to navigation shall be forwarded via postal mail, electronic mail, or facsimile to the Commander of the Coast Guard District in which the aids will be located. Sections of charts or sketches showing the work proposed should accompany each application.

3. When making application for private aids to navigation to mark structures and mooring buoys in navigable waters or to mark the excavating or depositing of material therein, evidence is required of the authorization obtained from the U.S. Army Corps of Engineers (USACE), Department of the Army, for such work, (Code of Federal Regulations; Title 33, Part 322.) and/or State Regulatory Agency.

4. The applicant shall complete all of Blocks 1, 2, 3, 4, 5, 9 and 10 for all new applications. When a private aid to navigation is being discontinued, Block 3 need not be completed. Block 6 shall be completed whenever authorization is required to be obtained from Corps of Engineers (See Instruction No. 3). Columns in Block 7 will be completed as follows:
   a. Unlighted buoy(s) - 7a, 7e, 7f, and 7j.
   b. Lighted buoy(s) - 7a, 7b, 7c, 7d, 7e, 7f, 7g, 7h, and 7j.
   c. Daybeacon(s) - 7a, 7e, 7f (if applicable), 7h, 7i, and 7j.
   d. Light(s) on a structure - 7a, 7b, 7c, 7d, 7e, 7f (if applicable), 7g, 7h, 7i, and 7j.

5. When a private aid to navigation is being changed, Block 8 shall be used to describe the nature of the change.

6. The required information for each column includes the following:
   (7a) Proposed number or letter to be assigned to the private aid to navigation.
   (7b) Period of light (time in seconds for one complete cycle).
   (7c) Flash length in seconds. For complex or multiple flashes, explain in column (7j).
   (7d) Color of light.
   (7e) Position as determined by Global Positioning System (GPS), differential GPS, professional surveyor, by two or more horizontal angles, or bearing and distance from a prominent charted landmark. If a prominent charted landmark is not available, show latitude and longitude as precisely as the chart permits.
   (7f) Depth of water at buoy or structure (if marine site). All depths are measured from mean lower low water except on Great Lakes where depths are measured from low water datum.
   (7g) Candela, if known; otherwise, include the following information in column (7j); lens size, lamp voltage and amperage if electric, or details of other illuminant to be used.
   (7h) If lighted, the height of the light's optic above the water.
   (7i) Include details of structure (type, color).
   (7j) Used for the following specific information, plus any other useful details: a. buoys - size, shape, color, and reflective material used; b. structures - dayboard shape and color; c. sound signal on a buoy or structure - type and model, audible range, and characteristic (number of strokes or blasts, period and blast length).

7. This form may be used to cover more than one private aid to navigation in the same geographic area. Draw a line between each aid as indicated in example below. Attach separate sheet if additional space is required.

8. Attach a section of chart showing the proposed location of the private aid(s) to navigation.

9. a. After receipt of the approved form, the applicant will advise the District Commander by telephone, postal mail, electronic mail, or facsimile when the authorized work is actually accomplished.
   b. If the private aid(s) to navigation have not been installed within one year of the approval date, the approved application is automatically cancelled.
   c. Any discrepancy in the operation of the private aid(s) to navigation at any time shall be reported to the District Commander by telephone, postal mail, electronic mail, or facsimile in order that Notices to Mariners may be issued. A discrepancy exists whenever the private aid to navigation is not operating as described in the approved application, i.e., lack of signal, incorrect light characteristic, or improper color, shape, or position of shore structure or buoy. The correction of the discrepancy will also be reported by the same method.

10. All classes of private aids to navigation shall be maintained in proper condition. They are subject to inspection by the Coast Guard at any time and without prior notice to the maintainer.

EXAMPLE OF USE OF APPLICATION

FOR DISTRICT COMMANDERS ONLY		7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS									
LIGHT LIST NUMBER	NAME OF AID	NO. OR LTR (7a)	LIGHT			POSITION (7e)	DEPTH OF WATER (7f)	CANDELA (7g)	FOCAL PLANE HEIGHT (7h)	BUOY/STRUCTURE	REMARKS *(See instructions)* *(7j)*
			FLASH PERIOD (7b)	FLASH LENGTH (7c)	COLOR (7d)					TYPE, COLOR, AND HEIGHT ABOVE GROUND (7i)	
		1	4s	0.4s	Green	dd°mm'ss.sss"N ddd°mm'ss.sss"W	9 Ft			5' lighted buoy, Green	
		2				dd°mm'ss.sss"N ddd°mm'ss.sss"W	8 Ft			Nun buoy, Red	
		3				dd°mm'ss.sss"N ddd°mm'ss.sss"W	7 Ft			Single Pile	2' square dayboard, Green
		4	2.5s	0.5s	Red	dd°mm'ss.sss"N ddd°mm'ss.sss"W	9 Ft		14 Ft	Multi-Pile	3' triangular dayboard, Red

An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number.

The U.S. Coast Guard estimates the average burden for this report is 1 hour. You may submit any comments concerning the accuracy of this burden estimate or any suggestions for reducing the burden to: COMMANDANT (CG-NAV-1), U.S. COAST GUARD STOP 7418, 2703 MARTIN LUTHER KING JR AVE SE, WASHINGTON DC 20593-7418 or OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0011), WASHINGTON, DC 20590-0001.

§ 66.01-1 Basic provisions.

(a) No person, public body, or instrumentality not under the control of the Commandant, exclusive of the Armed Forces, will establish and maintain, discontinue, change or transfer ownership of any aid to maritime navigation, without first obtaining permission to do so from the Commandant.

(b) For the purposes of this subpart, the term private aids to navigation includes all marine aids to navigation operated in the navigable waters of the United States other than those operated by the Federal Government (part 62 of this subchapter) or those operated in State waters for private aids to navigation (subpart 66.05).

(c) Coast Guard authorization of a private aid to navigation does not authorize any invasion of private rights, nor grant any exclusive privileges, nor does it obviate the necessity of complying with any other Federal, State or local laws or regulations.

(d) With the exception of radar beacons (racons) and shore based radar stations, operation of electronic aids to navigation as private aids will not be authorized.

§ 66.01-3 Delegation of authority to District Commanders.

(a) Under Section 888 of Pub. L. 107-296, 116 Stat. 2135, the Commandant delegates to the District Commanders within the confines of their respective districts (see Part 3 of this chapter for descriptions) the authority to grant permission to establish and maintain, discontinue, change or transfer ownership of private aids to maritime navigation, and otherwise administer the requirements of this subpart.

(b) The decisions of the District Commander may be appealed within 30 days from the date of decision. The decision of the Commandant in any case is final.

§ 66.01-5 Application procedure.

To establish and maintain, discontinue, change, or transfer ownership of a private aid to navigation, you must apply to the Commander of the Coast Guard District in which the aid is or will be located. You can find application form CG-2554 at http://www.uscg.mil/forms/cg/CG_2554.pdf. You must complete all parts of the form applicable to the aid concerned, and must forward the application to the District Commander. You must include the following information:

(a) The proposed position of the aid to navigation by two or more horizontal angles, bearings and distance from charted landmarks, or the latitude and longitude as determined by GPS or differential GPS. Attach a section of chart or sketch showing the proposed position.

(b) The name and address of the person at whose expense the aid will be maintained.

(c) The name and address of the person who will maintain the aid to navigation.

(d) The time and dates during which it is proposed to operate the aid.

(e) The necessity for the aid.

(f) For lights: The color, characteristic, range, effective intensity, height above water, and description of illuminating apparatus. Attach a copy of the manufacturer's data sheet to the application.

(g) For sound signals: Type (whistle, horn, bell, etc.) and characteristic.

(h) For buoys or daybeacons: Shape, color, number, or letter, depth of water in which located or height above water.

(i) For racons: Manufacturer and model number of racon, height above water of desired installation, and requested coding characteristic. Equipment must have FCC authorization.

§ 66.01-10 Characteristics.

The characteristics of a private aid to navigation must conform to those prescribed by the United States Aids to Navigation System set forth in subpart B of part 62 of this subchapter.

§ 66.01-11 Lights.

(a) Except for range and sector lights, each light approved as a private aid to navigation must:

(1) Have at least the effective intensity required by this subpart omnidirectionally in the horizontal plane, except at the seams of its lens-mold.

(2) Have at least 50% of the effective intensity required by this subpart within ±2° of the horizontal plane.

(3) Have a minimum effective intensity of at least 1 candela for a range of 1 nautical mile, 3 candelas for one of 2 nautical miles, 10 candelas for one of 3 nautical miles, and 54 candelas for one of 5 nautical miles. The District Commander may change the requirements for minimum intensity to account for local environmental conditions. For a flashing light this intensity is determined by the following formula:

$$Ie=G/(0.2+t_2-t_1)$$

Where:

Ie = Effective intensity

G = The integral of the instantaneous intensity of the flashed light with respect to time

t_1 = Time in seconds at the beginning of the flash

t_2 = Time in seconds at the end of the flash

t_2-t_1 is greater than or equal to 0.2 seconds.

(4) Unless the light is a prefocused lantern, have a means of verifying that the source of the light is at the focal point of the lens.

(5) Emit a color within the angle of 50% effective intensity with color coordinates lying within the boundaries defined by the corner coordinates in Table 66.01-11(5) of this part when plotted on the Standard Observer Diagram of the International Commission on Illumination (CIE).

Table 66.01-11(5)--Coordinates of Chromaticity

Color	Coordinates of chromaticity	
	x axis	y axis
White	0.500	0.382
	0.440	0.382
	0.285	0.264
	0.285	0.332
	0.453	0.440
	0.500	0.440
Green	0.305	0.689
	0.321	0.494
	0.228	0.351
	0.028	0.385
Red	0.735	0.265
	0.721	0.259
	0.645	0.335
	0.665	0.335
Yellow	0.618	0.382
	0.612	0.382
	0.555	0.435
	0.560	0.440

(6) Have a recommended interval for replacement of the source of light that ensures that the lantern meets the minimal required intensity stated in paragraph (a)(3) of this section in case of degradation of either the source of light or the lens.

(7) Have autonomy of at least 10 days if the light has a self-contained power system. Power production for the prospective position should exceed the load during the worst average month of insolation. The literature concerning the light must clearly state the operating limits and service intervals. Low-voltage disconnects used to protect the battery must operate so as to prevent sporadic operation at night.

(b) The manufacturer of each light approved as a private aid to navigation must certify compliance by means of an indelible plate or label affixed to the aid that meets the requirements of § 66.01-14.

§ 66.01-12 May I continue to use the private aid to navigation I am currently using?

If, after March 8, 2004, you modify, replace, or install any light that requires a new application as described in § 66.01-5, you must comply with the rules in this part.

§ 66.01-13 When must my newly manufactured equipment comply with these rules?

After March 8, 2004, equipment manufactured for use as a private aid to navigation must comply with the rules in this part.

§ 66.01-14 Label affixed by manufacturer.

(a) Each light, intended or used as a private aid to navigation authorized by this part, must bear a legible, indelible label (or labels) affixed by the manufacturer and containing the following information:

(1) Name of the manufacturer.

(2) Model number.

(3) Serial number.

(4) Words to this effect: "This equipment complies with requirements of the U.S. Coast Guard in 33 CFR part 66."

(b) This label must last the service life of the equipment.

(c) The manufacturer must provide the purchaser a data sheet containing the following information:
(1) Recommended service life based on the degradation of either the source of light or the lamp.
(2) Range in nautical miles.
(3) Effective intensity in candela.
(4) Size of lamp (incandescent only).
(5) Interval, in days or years, for replacement of dry-cell or rechargeable battery.

§ 66.01-15 Action by Coast Guard.

(a) The District Commander receiving the application will review it for completeness and will assign the aid one of the following classifications:

Class I: Aids to navigation on marine structures or other works which the owners are legally obligated to establish, maintain and operate as prescribed by the Coast Guard.

Class II: Aids to navigation exclusive of Class I located in waters used by general navigation.

Class III: Aids to navigation exclusive of Class I located in waters not ordinarily used by general navigation.

(b) Upon approval by the District Commander, a signed copy of the application will be returned to the applicant. Approval for the operation of radar beacons (racons) will be effective for an initial two year period, then subject to annual review without further submission required of the owner.

§ 66.01-20 Inspection.

All classes of private aids to navigation shall be maintained in proper operating condition. They are subject to inspection by the Coast Guard at any time and without prior notice.

§ 66.01-25 Discontinuance and removal.

(a) No person, public body or instrumentality shall change, move or discontinue any authorized private aid to navigation required by statute or regulation (Class I, § 66.01-15) without first obtaining permission to do so from the District Commander.

(b) Any authorized private aid to navigation not required by statute or regulation (Classes II and III, § 66.01-15) may be discontinued and removed by the owner after 30 days' notice to the District Commander to whom the original request for authorization for establishment of the aid was submitted.

(c) Private aids to navigation which have been authorized pursuant to this part shall be discontinued and removed without expense to the United States by the person, public body or instrumentality establishing or maintaining such aids when so directed by the District Commander.

§ 66.01-30 Corps of Engineers' approval.

(a) Before any private aid to navigation consisting of a fixed structure is placed in the navigable waters of the United States, authorization to erect such structure shall first be obtained from the District Engineer, U.S. Army Corps of Engineers in whose district the aid will be located.

(b) The application to establish any private aid to navigation consisting of a fixed structure shall show evidence of the required permit having been issued by the Corps of Engineers.

§ 66.01-40 Exemptions.

(a) Nothing in the preceding sections of this subpart shall be construed to interfere with or nullify the requirements of existing laws and regulations pertaining to the marking of structures, vessels and other obstructions sunken in waters subject to the jurisdiction of the United States (Part 64 of this subchapter), the marking of artificial islands and structures which are erected on or over the seabed and subsoil of the Outer Continental Shelf (Part 67 of this subchapter), or the lighting of bridges over navigable waters of the United States (Subchapter J of this subchapter).

(b) Persons marking bridges pursuant to Subchapter J of this title are exempted from the provisions of § 66.01-5.

§ 66.01-45 Penalties.

Any person, public body or instrumentality, excluding the armed forces, who shall establish, erect or maintain any aid to maritime navigation without first obtaining authority to do so from the Coast Guard, with the exception of those established in accordance with § 64.11 of this chapter, or who shall violate the regulations relative thereto issued in this part, is subject to the provisions of 14 U.S.C. 83.

§ 66.01-50 Protection of private aids to navigation.

Private aids to navigation lawfully maintained under these regulations are entitled to the same protection against interference or obstruction as is afforded by law to Coast Guard aids to navigation (Part 70 of this subchapter). If interference or obstruction occurs, a prompt report containing all the evidence available should be made to the Commander of the Coast Guard District in which the aids are located.

§ 66.01-55 Transfer of ownership.

(a) When any private aid to navigation authorized by the District Commander, or the essential real estate or facility with which the aid is associated, is sold or transferred, both parties to the transaction shall submit application (§66.01-5) to the Commander of the Coast Guard District in which the aid is located requesting authority to transfer responsibility for maintenance of the aid.

(b) The party relinquishing responsibility for maintenance of the private aid to navigation shall indicate on the application form (CG-2554) both the discontinuance and the change of ownership of the aid sold or transferred.

(c) The party accepting responsibility for maintenance of the private aid to navigation shall indicate on the application form (CG-2554) both the establishment and the change of ownership of the aid sold or transferred.

(d) In the event the new owner of the essential real estate or facility with which the aid is associated refuses to accept responsibility for maintenance of the aid, the former owner shall be required to remove the aid without expense to the United States. This requirement shall not apply in the case of any authorized private aid to navigation required by statute or regulation (Class I, § 66.01-15) which shall be maintained by the new owner until the conditions which made the aid necessary have been eliminated.

RE: Rabbit Island Shoreline Protection - Private Aids to Navigation

Boriskie, Timothy B CIV DHS (USA) <Timothy.B.Boriskie@uscg.mil>

Wed 2/22/2023 2:42 PM

To: Levi LeBourgeois <llebourgeois@royalengineering.net>

Cc: D08-DG-District-DPWPaton <D08-DG-District-DPWPaton@uscg.mil>

CAUTION: This email originated from outside of the organization.

Levi,

Upon review of MVN-2018-01009 WLL, we have no objections to the 7 proposed Unlighted DANGER Marks illustrated within the Corp permit information. The Danger Marks appear to be appropriate.

You are required to forward a signed and completed CG-2554 Private Aids to Navigation application for the 7 Unlighted Danger Marks at least 180 days prior installation via email to: D8oanPATON@uscg.mil

If you have questions, wish to discuss, or need assistance with application please contact our office.

Thank you.

Tim

v/r
Tim Boriskie
D8 Program Manager
for Private Aids to Navigation
==========
Eighth District Artificial Reef, Aquaculture and
Offshore Wind Energy Structure Coordinator
==========
Mailing address:
Eighth Coast Guard District (dpw)
Private Aids to Navigation Section
500 Poydras St., Suite 1230
New Orleans, LA 70130
==========
Direct: (504) 671-2155
Office: (504) 671-2124 or (504) 671-2330
Fax: (504) 671-2137
Private Aids Inquiries Email to: D8oanPATON@uscg.mil
CGD8 District Website: http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON

"Good judgment comes from experience, and a lot of that comes from bad judgment. " - Will Rogers

APPENDIX F: DIRECTIONS TO BOAT LAUNCH

Directions to Boat Launch: From I-10 take Exit 20 toward LA1256/Cameron/Sulphur. Turn south onto LA-1256 S/Ruth St. Follow for 2.3 miles and continue onto LA-108/LA-27. Follow for 42.4 miles. Cameron Parish ferry boat launch will be on the left, just north of the ferry.

APPENDIX G: SECONDARY SURVEY MONUMENT DATA SHEET

VICINITY MAP Scale: 1" = 2000' Reproduced from USC&GS "BROWNS LAKE" Quadrangle

Station Name: CS23-SM-02

Monument Location: From the drawbridge in Hackberry, Louisiana, proceed south on State Highway 27 for 9.8 miles to a driveway on left just prior to Shell Canal and the Sabine Refuge Headquarters. Turn left on driveway and proceed on shell driveway to a gate and the monument on the right near the edge of the canal and south of a bird observation tower.

Monument Description: NGS Style Floating Sleeve Monument; datum point set on 9/16" stainless steel rods driven 52 feet to refusal, set in sand filled 6" PVC pipe with access cover and set in concrete flush with ground.

Stamping: "LOOKOUT"

Date: February 2002

Monument Established By: John Chance Land Surveys, Inc.

For: *Louisiana Department of Natural Resources, CRD*

Adjusted NAD 83 (1992) Geodetic Position
Lat. 29° 53' 23.030200" N
Long. 93° 24' 03.187067" W

Adjusted NAD 1983 DatumLSZ (1702) Ft
N= 511,302.52
E= 2,625,699.19

Adjusted NAVD88 Height
Elevation = 3.28 feet / 0.998m

Ellipsoid Height = -25.969m
Geoid99 Height = -26.967m

Differential Levels from
"T 211" to "LOOKOUT"
Elevation = 3.25 feet

Adjusted Position Established by John Chance Land Surveys, Inc. for Louisiana Department of Natural Resources, CRD

APPENDIX H: SURVEY REPORT

https://cims.coastal.louisiana.gov/RecordDetail.aspx?Root=0&sid=23007

APPENDIX I: EQUIPMENT DATA SHEET

EQUIPMENT DATA SHEET

RABBIT ISLAND RESTORATION SHORELINE PROTECTION PROJECT (CS-0080)

The Contractor shall submit the following Equipment Data Sheet in the Work Plan for each piece of heavy construction equipment (I.E., barge, track hoe, dozer, pile hammer, etc.) that is proposed to be utilized to perform the Work. The Equipment Data Sheet shall only be utilized for informational purposes. The submitted information is pertinent to the evaluation of the proposed equipment and their capability to perform the Work. The Contractor shall only omit data or information considered to be proprietary. The Equipment Data Sheet shall constitute a certification that the proposed equipment is available to and under control of the Contractor during the Work.

Type of equipment	
Manufacturer and manufacture date	
Condition	
Current location	
Description of use on project	

Owner/Lease (specify) name	
Contact person	
Contact address	
Contact phone number	

Expected production rate (Daily or hourly)	
Weight (tons)	
Dimensions (ft)	
Method of mobilization and demobilization	

Type of equipment	
Manufacturer and manufacture date	
Condition	
Current location	
Description of use on project	

Owner/Lease (specify) name	
Contact person	
Contact address	
Contact phone number	

Expected production rate (Daily or hourly)	
Weight (tons)	
Dimensions (ft)	
Method of mobilization and demobilization	