BID DOCUMENTS
FOR

OAKS/AVERY HYDROLOGIC RESTORATION PROJECT (TV-013A) REMOVAL AND REPLACEMENT OF THE COW PATH WEIR

VERMILION PARISH, LOUISIANA

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

MAY 2023

STATE OF LOUISIANA
NICHOLAS A. SONNIER
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PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

5/23/2023
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5/23/2023
Reviewed By
S/A #9410-08

Sellers & Associates, Inc.
Engineers
Lafayette – Abbeville
Surveyors
Louisiana

TABLE OF CONTENTS

GENERAL

Project Title Page 1-Page
Table of Contents 3-Pages
List of Drawings 1-Page

PROCUREMENT REQUIREMENTS

Advertisement for Bids 1-Page
Instructions to Bidders 5-Pages

BID DOCUMENTS

Louisiana Uniform Public Work Bid Form 2-Pages
Bid Bond with Surety's Power of Attorney Certification 1-Page
Certificate of Signing Authority 1-Page

DOCUMENT TO BE COMPLETED BY APPARENT LOW BIDDER

Attestations Affidavit 2-Pages

DOCUMENTS TO BE COMPLETED BY SUCCESSFUL LOW BIDDER

Contract Between Owner and Contractor and Performance and Payment Bond 2-Pages
Affidavit 1-Page
Certificate of Insurance 1-Page

PART I – GENERAL PROVISIONS

GP-1 Definition of Terms 1
GP-2 Bid Requirements 2
GP-3 Availability of Plans and Specifications 3
GP-4 Laws, Regulations, Standards, Specifications, and Codes 3
GP-5 Pre-Bid Conference and Site Visit 4
GP-6 Notice of Award 4
GP-7 Notice to Proceed and Contract Time 4
GP-8 Work Plan 5
GP-9 Progress Schedule 5
GP-10 Daily Progress Reports 5
GP-11 Hurricane and Severe Storm Plan 6
GP-12 Health and Safety Plan and Inspection 6
GP-13 Progress Meetings and Reports 6
GP-14 Pre-Construction Conference 7
GP-15 Contract Intent 7
GP-16 Engineer and Authority of Engineer 7
GP-17 Conformity with Plans and Specifications 7
GP-18 Clarifications and Amendments to Contract Documents 7
GP-19 Subcontracts 8
GP-20 Workers, Methods, and Equipment 8
GP-21 Accident Prevention, Investigations, and Reporting 9
GP-22 Preservation and Restoration of Property, monuments, Etc. 9
GP-23 Protection of the Work, Materials, and Equipment 9
GP-24 Land Rights 9
GP-25 Utilities 9
GP-26 Permits 10

PART I – GENERAL PROVISIONS (continued)

GP-27 Project Site Clean-Up 10
GP-28 Owner Inspection 10
GP-29 Duties of Resident Project Representative 10
GP-30 Construction Stakes, Lines, and Grades 10
GP-31 Contractor's Responsibility for Work 11
GP-32 Environmental Protection 11
GP-33 Sanitary Provision 11
GP-34 Payment of Taxes 11
GP-35 Radio and Telephones 11
GP-36 Navigation 12
GP-37 Obstruction to Navigation 12
GP-38 Marine Vessels and Marine Activities 12
GP-39 Record Keeping 12
GP-40 Certificates of Compliance 12
GP-41 Submittals 13
GP-42 Claims for Extra Cost 13
GP-43 Alteration of the Contract and Compensation 13
GP-44 Extension of Contract Time 14
GP-45 Owner's Right to Terminate Contract for Cause or Convenience 14
GP-46 Temporary Suspension of Work 15
GP-47 Non-Conforming and Unauthorized Work 15
GP-48 Contractor's Right to Terminate Contract 15
GP-49 Breach of Contract 15
GP-50 Waiver of Legal Rights 15
GP-51 Liability for Damages and Injuries 15
GP-52 Liability for Losses by Acts of the Government 16
GP-53 Final Inspection and Acceptance 16
GP-54 Built Drawings 16
GP-55 Completion of Contract 16
GP-56 Contractor's Guarantee 16
GP-57 Dispute Resolution 17
GP-58 Payment 17
GP-59 Payments Withheld 18
GP-60 Liens 18
GP-61 Equal Employment Opportunity 18
GP-62 Anti-Kickback Clause 19
GP-63 Suspension / Debarment 19
GP-64 Louisiana First Hiring Act 19

PART II – SPECIAL PROVISIONS

SP-01 Location of Work 1
SP-02 Work to Be Done 1
SP-03 Bid Items, Contract Dates, and Deliverables 2
SP-04 Deliverables 2
SP-05 Contact Information 3
SP-06 Failure to Complete on Time 4
SP-07 Transportation 4
SP-08 Office for Owner 4
SP-09 Landowner and Pipeline Requirements 5
SP-10 Oyster Lease Restrictions 5
SP-11 Barge Displacement Table 5
SP-12 Sequence of Construction 6
SP-13 Insurance and Bonds 6
SP-14 Employee Whistleblower Protection 9
SP-15 Removing Structures and Obstructions 10
SP-16 Remove and Relocate Existing Navigation Sign 10

PART III – TECHNICAL SPECIFICATIONS

TS-101 Mobilization and Demobilization 1
TS-201 Construction Surveys 2
TS-610 Woven Geotextile Fabric 5
TS-702 650-Pound Class Rock 7

APPENDICES

APPENDIX A: CPRA Construction Phase Forms 1

Attachment A1: Coastal Construction and Vegetative Projects – Subcontractor Report
(This form should be included in all bid packages. See Intranet for form.)

Attachment A2: Plant and Equipment Schedule

Attachment A3: Change Order Form

Attachment A4: Change Order Summary Form

APPENDIX B: Engineer's Clarification (GP-19) 5

Attachment B1: Interpretation or Clarification By Engineer Form

APPENDIX C: Directions To Site (SP-1) 7

APPENDIX D: Survey Control 9

APPENDIX E: Landrights Memorandum (GP-25 AND SP-9) 11

APPENDIX F: Government Obtained Permits 13

APPENDIX G: Davis-Bacon Act Prevailing Wage Determinations 14

LIST OF DRAWING SHEETS

SHEET NO.	DESCRIPTION
1	Title Sheet
2	General Notes and Summary of Estimated Quantities
3	Plan layout – Overall Area
4	Plan and Section View – Base Bid
5	Plan and Section View – Base Bid and Alternate No. 1
6	Plan and Section View – Removal of Existing Weir
7	Typical Sections and Details

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Thursday, August 3, 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: **Oaks/Avery Hydrologic Restoration – Removal & Replacement of the Cow Path Weir**
Iberia and Vermilion Parish

PROJECT NUMBER: **TV-0013A**

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
10:00 AM on Monday, July 17, 2023 at 635 Cajundome Blvd, Abdalla Hall Auditorium (Room 102), Lafayette, LA 70506.

Contact Dion Broussard at (337) 482-0686 with any questions or issues related to the pre-bid meeting.

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 Classification: Coastal Restoration and Habitat Enhancement**. In accordance with LA. R.S. 37:2163(D), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Ninety (90)** consecutive calendar days for the Base Bid and Additive Alternate No. 1 (if awarded), 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 **One Thousand Three Hundred Forty Dollars ($1,340.00)** 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 nonresponsive and shall cause its rejection.

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

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

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

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

5.2 Bid Security

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

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

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

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

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

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, <u>and license number</u> of the Bidder.

The envelope shall not contain multiple bid forms and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Coastal Protection

and Restoration Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

Coastal Protection and Restoration Authority
P. 0. Box 44027
Baton Rouge, Louisiana 70804-4027

Bids sent by express delivery shall be delivered to:

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

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

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

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

5.4 Modification or Withdrawal of Bid

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

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

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

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

5.5 Prohibition of Discriminatory Boycotts of Israel

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

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

ARTICLE 6
CONSIDERATION OF BIDS

6.1 Opening of Bids

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

6.2 Rejection of Bids

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

6.3 Acceptance of Bid

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

ARTICLE 7
POST-BID INFORMATION

7.1 Submissions

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

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

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

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

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

ARTICLE 8
PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9
FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Oaks/Avery Hydrologic Restoration
Project (TV-013A)
Removal and Replacement
of the Cow Path Weir
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: **SELLERS & ASSOCIATES, INC.**, dated: **MAY 2023** *(Owner to provide name of entity preparing bidding documents.)*

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

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

_____ Dollars ($ _____)

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

Alternate No. 1: ***ADD: (Additional Rock Dike)*** for the lump sum of:

_____ Dollars ($ _____)

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

N/A Dollars ($ **N/A**)

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

N/A Dollars ($ **N/A**)

NAME OF BIDDER: _____
ADDRESS OF BIDDER: _____
_____
LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____
NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER**: _____
DATE: _____

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

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

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

BID FOR: Oaks/Avery Hydrologic Restoration
Project (TV-013A)
Removal and Replacement
of the Cow Path Weir

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)*
101	1	Lump Sum	$	$

DESCRIPTION:	☑ **Base Bid** or ❑ Alt.# ___		Construction Surveys	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
201	1	Lump Sum	$	$

DESCRIPTION:	☑ **Base Bid** or ❑ Alt.# ___		Woven Geo-Textile Fabric	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
610	1025	Square Yard	$	$

DESCRIPTION:	☑ **Base Bid** or ❑ Alt.# ___		650-Pound Class Rock	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
702	925	Ton	$	$

DESCRIPTION:	☑ **Base Bid** or ❑ Alt.# ___		Removal of Existing Weir Structure	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1001	1	Lump Sum	$	$

DESCRIPTION:	☑ **Base Bid** or ❑ Alt.# ___		Removal and Replacement of Navigation Sign	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1002	1	Each	$	$

DESCRIPTION:	❑ Base Bid or ☑ **Alt.# 1**		Woven Geo-Textile Fabric	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
610	425	Square Yard	$	$

DESCRIPTION:	❑ Base Bid or ☑ **Alt.# 1**		650-Pound Class Rock	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
702	275	Ton	$	$

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

BID BOND

FOR

COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal,

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

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

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

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

OAKS / AVERY HYDROLOGIC RESTORATION
PROJECT (TV-013A)
REMOVAL AND REPLACEMENT OF THE COW PATH WEIR

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)

Company Letterhead **Address**
Phone
Fax

SAMPLE CERTIFICATE OF AUTHORITY

STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

Attn: _____

Re: Oaks/Avery Hydrologic Restoration Project (TV-013A)

To Whom It May Concern,

I, individually and on behalf of **Company Name**, do by my signature below, certify that:

Company Name is a limited liability company (if LLC, or define type) duly organized and existing under the laws of **Louisiana**;

I am the Secretary, an officer of the Company, authorized to sign on its behalf: and

Name, President, is an officer of the Company authorized to make, execute, and approve on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between **Company Name** and the Coastal Protection and Restoration Authority.

In witness whereof, I hereby set my hand this _____ day of _____, 2023.

Signature

Name
Company Title
Company Name
Phone Fax Etc.

Notary
Seal

OAKS / AVERY HYDROLOGIC RESTORATION REMOVAL AND REPLACEMENT OF THE COW PATH WEIR

Name of Project

TV-013A

Project No.

STATE OF **Louisiana**

PARISH OF **Vermilion**

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.

OAKS / AVERY HYDROLOGIC RESTORATION REMOVAL AND REPLACEMENT OF THE COW PATH WEIR | **TV-013A**

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 _____, 2023.

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 _____ 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. TV-13A

State ID No. TV-13A Site Code: _____

in strict accordance with Contract Documents prepared by Owner.

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

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within **90 consecutive calendar days** from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **$ 5,000** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

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

Performance and Payment Bond: To these presents personally came and intervened _____ _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____ **Dollars ($_____)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

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

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

Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, sex, religion, national origin, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in **four (4)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

STATE OF LOUISIANA

COASTAL PROTECTION AND RESTORATION AUTHORITY

WITNESSES:

_____

_____

BY: _____

Lawrence B. Haase, Executive Director

WITNESSES:

_____

_____

SURETY:

BY: _____

ATTORNEY IN FACT

_____

_____

ADDRESS

_____

TELEPHONE NUMBER

STATE OF LOUISIANA

PARISH OF: **Vermilion**

PROJECT NO.: **TV-13A**
NAME: **Removal and Replacement of the Cow Path Weir**
LOCATION: **Vermilion Parish, Louisiana**

AFFIDAVIT

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

PART I.

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

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

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

PART II.

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

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

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

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

_____
AFFIANT

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

_____
NOTARY

SAMPLE CONTRACTOR'S CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: THE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY
150 TERRACE AVENUE, BATON ROUGE, LA 70802

That the following described policies in at least the face amounts shown below have been issued to:

Name of Insured:
Address of Insured:

Effective for the policy periods shown within the State of **LOUISIANA**.

For Project: **REMOVAL AND REPLACEMENT OF THE COW PATH WEIR (TV-13A)**

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS, OR ALTERS THE COVERAGE AFFORDED BY POLICIES SHOWN BELOW. (CHECK APPLICABLE COVERAGES):

TYPE OF POLICY AND COVERAGE	COMPANY	NUMBER	POLICY PERIOD	POLICY MINIMUM	LIMITS OF LIABILITY LIABILITY LIMITS, UNLESS OTHERWISE REQUIRED BY CONTRACT	
I. ☑ STANDARD WORKER'S COMPENSATION EMPLOYER'S LIABILITY					STATUTORY **$1,000**	
					LIABILITY IN THOUSANDS	
II. ☑ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	
A. ❑ Premises Operations					Bodily Injury	**$1,000**
B. ❑ Independent Contractor's Liability					Property Damage	**$1,000**
C. ❑ Products-Completed Operations					BI & PD Combined	**$1,000**
D. ❑ Contractual Liability						
E. ❑ Broad Form Property Damage						
☑ ASBESTOS ABATEMENT LIABILITY						
☑ CONTRACTOR'S POLLUTION LIABILITY: **$1,000**						
POLICY **DOES** ☑ DOES NOT ❑ PROVIDE COVERAGE FOR UNDERGROUND EXPLOSION AND COLLAPSE HAZARD: **$1,000**						
					LIABILITY IN THOUSANDS	
III. ☑ BUSINESS AUTO LIABILITY AND WATERCRAFT LIABILITY					Bodily Injury Per Accident	**$1,000**
A. ❑ Any Auto					Bodily Injury Per Accident	**$1,000**
B. ❑ Owned					Property Damage	**$1,000**
C. ❑ Non-Owned					BI & PD Combined	$
D. ❑ Hired						
IV. ❑ UMBRELLA LIABILITY					BI & PD Combined	$

NOTE: Lower primary limits will be accepted if Umbrella Liability Coverage is provided with limits equal to required limits including the primary coverage shown in this certificate.

V. ☑ State of Louisiana Coastal Protection and Restoration Authority (CPRA), its officials, employees, and volunteers shall be listed as additional insured on all liability policies.

VI. ❑ Coverage afforded the State of Louisiana Coastal Protection and Restoration Authority, its officials, employees, and volunteers as insureds, applies as primary and not excess or contributing to any other insurance issued in the name of the named or additional insured(s).

VII. ☑ A waiver of subrogation shall be provided in favor of the named additional insureds on the Workers' Compensation Insurance policy.

IN THE EVENT OF CANCELLATION OF THE POLICY OR POLICIES OR MATERIAL CHANGES IN SUCH POLICIES, THE CERTIFICATE HOLDER SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION OR CHANGE AT THE ADDRESS STATED ABOVE BEFORE SUCH CANCELLATION OR CHANGE IS EFFECTIVE AGAINST THE CERTIFICATE HOLDER.

THE ATTACHED CERTIFICATE OF INSURANCE CORRELATES DIRECTLY WITH THE INSURANCE REQUIREMENTS OF THE CONTRACT. THE STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY REQUIRES THEREFORE THAT THIS PARTICULAR CERTIFICATE BE USED FOR APPROVAL OF THE CONTRACT.

Date: _____

BY: _____

AUTHORIZED REPRESENTATIVE:

ADDRESS:

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 workday 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. he 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.
j. 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 tugboats 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 benchmarks, 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.

GP-26 Permits

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.

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

GP-27 Project Site Clean-Up

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

GP-28 Owner Inspection

The Owner, Resident Project Representative, and Federal Sponsor shall have the right to perform reasonable inspections and testing of the Work at the Project Site. Access shall be granted to the entire Project Site including all materials intended for use in the Work. The Contractor shall allow reasonable time for these inspections and tests to be performed. The inspections shall not relieve the Contractor from any obligation in accordance with the requirements of the Contract. The Owner shall notify the Contractor prior to all tests, inspections, and approvals of the Work which are to be conducted at the Project Site. The Owner shall also provide the Contractor with the written results of all inspections and tests. Inspections, tests, or Payments made by the Owner shall not constitute acceptance of non-conforming Work or prejudice the Owner's rights under the Contract.

GP-29 Duties of Resident Project Representative

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

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

GP-30 Construction Stakes, Lines, and Grades

The Engineer shall direct the Contractor to all control points necessary for setting stakes and establishing lines and grades as shown on the Plans. The Contractor shall be responsible for laying out all of the Work. All layouts shall be witnessed and verified by the Engineer or Resident Project Representative prior to beginning the Work. The Contractor shall be responsible for proper execution of the Work according to the layouts after receiving verification from the Engineer. The Contractor shall be responsible for furnishing and maintaining stakes such that the Work can be verified for acceptance. The Engineer may suspend the Work at any time if it cannot be adequately verified due to the number, quality, or condition of the stakes.

GP-31 Contractor's Responsibility for Work

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

GP-32 Environmental Protection

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

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

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

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

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

GP-33 Sanitary Provision

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

GP-34 Payment of Taxes

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

GP-35 Radio and Telephones

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

GP-36 Navigation

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

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

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

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

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

GP-37 Obstruction to Navigation

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

GP-38 Marine Vessels and Marine Activities

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

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

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

GP-39 Record Keeping

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

GP-40 Certificates of Compliance

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

GP-41 Submittals

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

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

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

GP-42 Claims for Extra Cost

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

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

GP-43 Alteration of the Contract and Compensation

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

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

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

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

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

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

GP-44 Extension of Contract Time

The Contractor is expected to complete the Work within the Contract Time specified in the Bid Documents. A legitimate increase of the Contract time may be requested by the Contractor throughout the course of the Work. This Claim must be submitted to the Engineer in writing within fourteen (14) days of the event which caused the time delay to the Contractor. If an extension of Contract Time involves an increase in Contract Price, both claims shall be submitted together. The Contractor shall justify the increase of the Contract Time in the Claim using supporting data and calculations. The Engineer may deny the claim if there is insufficient information to make a determination. If the Claim is approved, the Engineer shall issue a Change Order within thirty (30) days of the Claim. The Contract Time shall be increased on a basis that is commensurate with the amount of additional or remaining Work. For example, the Contract Time can be increased where the number of actual adverse weather days exceeds the number of days estimated in the Contract.

GP-45 Owner's Right to Terminate Contract for Cause or Convenience

45.1 Termination for Cause

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

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

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

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

d. The Work is discontinued; or

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

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

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

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

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

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

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

45.2 Termination for Convenience

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

GP-46 Temporary Suspension of Work

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

GP-47 Non-Conforming and Unauthorized Work

Work not conforming to the Plans, Specifications, Field Orders, or Change Orders shall not be accepted for payment. Unacceptable or unauthorized work shall be removed and replaced in an acceptable manner at the expense of the Contractor in order to obtain final acceptance of the Work. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after seven (7) calendar days written notice to the Contractor, may correct such deficiencies itself or by use of other contractors without prejudice to any other remedy it may have, and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

GP-48 Contractor's Right to Terminate Contract

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

GP-49 Breach of Contract

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

GP-50 No Waiver of Legal Rights

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

GP-51 Liability for Damages and Injuries

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

The indemnification obligations of the Contractor shall not extend to the liability of the Owner, Engineer, and their affiliates arising out of the preparation or approval of the Plans, Specifications, maps, opinions, reports, surveys, or Change Orders, or for providing directions or instructions which are the primary cause of the injury or damage. Should the Owner or Contractor suffer from any injury or damage due to an error, omission, or act of the other party or their legally liable affiliates, a written Claim shall be submitted to the other party within ten (10) days. The Claim shall provide all details regarding the injury or damage, the results of any investigations, and the action to be taken to prevent any reoccurrence.

GP-52 Liability for Losses by Acts of the Government

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

GP-53 Final Inspection and Acceptance

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

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

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

GP-54 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.

b. 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.

c. 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.

d. 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 Work site is located near the Iberia/Vermilion Parish border in the Cow Path Channel along the Gulf Intracoastal Waterway.

The project sites are accessible from the public boat launch at Intracoastal City, the GIWW, and Vermilion Bay. See **Appendix E** for directions to the boat launch at Intracoastal City.

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 at or to the Project Site, Construction Surveys, Removal of Existing Weir Structure, and Delivery and Placement of Geotextile Fabric and Riprap. 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 Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan. The major tasks associated with the Work are described as follows:

2.1 Description of Bid Variations

2.1.1 Base Bid

The Base Bid includes the removal of the existing steel sheet pile weir and construction of a rock weir replacement located north of the existing location which will be located north of the existing structure as labeled and shown on the plans.

2.1.2 Additive Alternate #1

Additive Alternate #1 includes the construction of bankline armoring at the rock weir dike as labeled and shown on the plans.

2.2 Surveying

Prior to construction, the survey transects established in the design survey shall be resurveyed for bathymetry and topography. Also, the Contractor shall perform a magnetometer survey along the access channels and the proposed work area including the existing sheet pile weir and the proposed rock weir location for any potential pipelines, and along the rock dike. After construction is complete, the Contractor shall perform an As-Built Survey, which shall be reviewed by the Engineer for acceptance of the Work.

2.3 Delivery and Placement of Rip-Rap

A rock weir across Cow Path channel dike shall be constructed in accordance with the Plans and Specifications.

2.4 Use of Equipment

The equipment used for the Work shall be operated within the boundaries of the Project Construction Limits and away from existing vegetated wetlands or any other sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-existing conditions at no expense to the Owner.

SP-3 - BID ITEMS, CONTRACT DATES, AND DELIVERABLES

MILESTONE	LOCATION OR RECIPIENT	DATE DUE
Advertisement for Bids	Publications	As Advertised
Non-Mandatory Pre-Bid Conference and Recommended Site Visit	Provided in Advertisement for Bids	Provided in Advertisement for Bids
Questions on Bid Documents	Deliver to CPRA	As Stated in Instructions to Bidders
Effective Date of Contract	Contractor and Owner	As Stated in Contract Between Owner and Contractor
Start of Contract Time	Contractor and Owner	As Stated in Notice to Proceed
Work Plan	Submit to Engineer	At Least 14-days Prior to Pre-Construction Conference
Progress Schedule	Submit to Engineer	At Least 14-Days Prior to Starting Construction, Monthly Thereafter
Pre-Construction Conference	Contractor and Engineer	As Determined by the Engineer After the Notice to Proceed is Issued
Pre-Construction Survey Drawings	Submit to Engineer	As Determined by the Engineer After the Pre-Construction Conference and Prior to Construction.
Progress Meetings and Reports	At Project Site	Bi-Weekly or as Determined at the Pre-Construction Conference (See **GP-13**, **GP-39**)
As-Built Drawings	Deliver to Engineer	Prior to Final Inspection as Scheduled by the Engineer
End of Contract Time After Notice to Proceed	At Project Site	Base Bid: 90-Calendar Days Additive Alternate No. 1: Additional 0-Calendar Days
Daily Progress Reports	Resident Project Representative	By Noon Daily

SP-4 - DELIVERABLES

4.1 Prior to Construction

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

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

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

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

4.2 During Construction

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

4.2.1 The results of all surveys and calculations as specified in **TS-201**;
4.2.2 Progress Schedule as specified in **GP-9**;
4.2.3 Daily Progress Reports as specified in **GP-10**;
4.2.4 Copies of all inspection reports;
4.2.5 All Change Orders, Field Orders, Claims, Clarifications, Amendments, and
4.2.6 Results of any materials testing.

4.3 Administrative Records

4.3.1 Relocation of Navigational Aids

Temporary removal of any navigation aids located within or near the work areas shall be coordinated by Contractor with the U.S. Coast Guard prior to removal. The Contractor shall not otherwise remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation. The Contractor shall notify the Eighth U.S. Coast Guard District, New Orleans, Louisiana, in writing, with a copy to the Owner and Engineer, seven (7) days in advance of the time he plans to work adjacent to any aids which require relocation to facilitate the work. The Contractor shall contact the U.S. Coast Guard for information concerning the position to which the aids will be relocated.

4.3.2 Dredging Aids (NOT APPLICABLE)

4.3.3 Notification of Discovery of Historical or Cultural Sites

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

4.4 Post Construction

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

4.4.1 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the project site;

4.4.2 As-Built Surveys as specified in **TS-201**.

4.5 Summary of Project Submittals

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

SPECIFICATION	DELIVERABLE	SUBMITTAL
GP-9	Progress/Work Schedule	Prior to Pre-Construction Conference
GP-10	Daily Progress Reports	As Directed By the Engineer
GP-19	Names of All Subcontractors	Prior to Awarding Subcontracts
GP-53	Written Notice of Completion of Work	Upon Completion of Work

SP-5 - CONTACT INFORMATION

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

State Purchasing Officer:
Attn: Sharissa Felder
Coastal Protection and Restoration Authority (CPRA)
150 Terrace Avenue, Suite 100, Baton Rouge, LA 70802
Tel: (225) 342-0811 / Fax: (225) 800-5599
E-Mail: cpra.bidding@la.gov

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

Project Engineer Intern:
Emily A. Faulk, E.I.
148-B Easy Street, Lafayette, LA 70506
Tel: (337) 232-0777 / Fax: (337) 232-0851

CPRA Project Engineer
Dion Broussard, P.E.
635 Cajundome Blvd., Lafayette, LA 70506
Tel: (337) 482-0686 / Fax: (337) 482-0685

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

SP-6 - FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in the Instructions to Bidders and **SP-3**, or Extension of Contract Time, as specified in **GP-44**, the sum of one thousand three hundred forty dollars and no cents ($1,340.00) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-7 - TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the marine access structure, staging area, and Project Site for the Engineer and the federal sponsor throughout the Work. The schedule and pickup location shall be arranged by the Engineer and the Contractor prior to mobilization. Upon request, overnight room and board shall be provided to these personnel by the Contractor if adequate facilities are available. The Contractor shall provide a boat for the exclusive use of the Engineer and/or Resident Project Representative to tour the Project Site during the Work. The boat shall have the following features:

7.1 An enclosed cabin space;

7.2 Capable of maintaining 25 knots (29 mph);

7.3 Six (6) passenger capacity;

7.4 Coast Guard certified;

7.5 Operable marine radio;

7.6 All safety equipment required by the Coast Guard for the size and type of that boat, and

7.7 Draft of two feet (2') or less.

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

SP-8 - OFFICE FOR OWNER

The Contractor shall provide an office for the Engineer and Resident Project Representative at the Project Site if requested by the Engineer. This office shall be for the sole use of the Engineer or Resident Project Representative, suitably sized, and provided with lighting, heat, and air conditioning. The office furnishings shall include a worktable, drafting table, stool, and two chairs.

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

SP-9 - LANDOWNER AND PIPELINE REQUIREMENTS

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

ADJACENT LANDOWNER: Isadore Delcambre, etal
c/o Troy Dubois
Telephone: (337) 685-4230
Email: troy@delcambre.net

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

The Contractor shall notify all pipeline companies at least seventy-two (72) hours in advance of any construction work. All pipelines located within one hundred fifty feet (150') of the dike alignments shall be probed and their locations marked prior and throughout the duration of construction activities.

SP-10 - OYSTER LEASE RESTRICTIONS

There are no known existing oyster leases near or within the boundaries of the Project Site. Therefore, no oyster lease restrictions are provided for performing the Work within the boundaries of the Project Site.

SP-11 - BARGE DISPLACEMENT TABLE

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

Each barge shall be suitably marked with two (2) displacement gaging lines along each side of the barge. Each gaging line shall be painted perpendicular to the edge of the barge and be no less than four (4) inches wide and one (1) foot long on both the deck and side of the barge. Barges with rakes shall have the displacement gaging lines placed at each comer of the box section between the rakes. If a barge has a box end or ends, the gaging lines shall be placed approximately four (4) feet from the box end. The freeboard will be measured at the four (4) gaging locations and the displacement determined by the use of the "CELMV Standard Barge Tables" from the average of these measurements. The displacement shall be determined before and after the barge is unloaded and the difference between these values shall be the quantity delivered.

If the barge tables were originally furnished for fresh water and the barge displacement measurements are being taken in salt water, the Contractor has the option to obtain water samples and determine the densities or unit weights of the water. Water sampling shall be performed concurrently with the measurements of the barges, both when fully loaded and empty. Water samples shall be taken by the Contractor and witnessed by the Engineer. The water samples shall be taken in accordance with ASTM D-3370 (Practice A- Grade Sample) at depths of four (4) and eight (8) feet in the area where measurements are made using a "Polypro" 2,000-ml water sampler, or approved equal.

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

SP-12 - SEQUENCE OF CONSTRUCTION

The Contractor shall remove the existing steel sheet pile weir (Base Bid) before beginning construction on the rock dike structures. The Contractor shall then begin and complete construction operations on the rock dike.

SP-13 - INSURANCE AND BONDS

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

13.1 Minimum Scope and Limits of Insurance

13.1.1 Worker's Compensation

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

13.1.2 Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

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

13.1.3 Automobile and Watercraft Liability

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

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

13.1.4 Excess Umbrella

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

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

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

13.1.6 Deductibles and Self-Insured Retentions

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

13.2 Other Insurance Provisions

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

13.2.1 Worker's Compensation and Employers Liability Coverage

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

13.2.2 General Liability Coverage

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

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

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

13.2.3 All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30-days written notice has been given to the Owner. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

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

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

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

13.2.4 Acceptability of Insurers

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

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

13.2.5 Verification of Coverage

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

The Certificate Holder must be listed as follows:

State of Louisiana
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Project # TV-013A

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

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

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

13.2.6 Subcontractors

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

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

13.2.7 Worker's Compensation Indemnity

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

13.2.8 Indemnification/Hold Harmless Agreement

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

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

SP-14 - EMPLOYEE WHISTLEBLOWER PROTECTION

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239)(and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in Section 3.908 of the F.A.R.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

SP-15 - REMOVING STRUCTURES AND OBSTRUCTIONS

15.1 Description

This work consists of the removal of the existing steel sheet pile weir located in the Project Area, hereinafter referred to as “structure”, from the project area unless specified otherwise.

The removal of a structure from the project area is the razing, demolishing, and disposal of the structure after salvageable parts, components, and materials, as designated on the plans, have been recovered by the contractor.

For the purposes of this section, remove structures and obstructions visible at the time of bid, including all related structures or as designated in the plans. Structures designated for removal in this project include the existing steel sheet pile weir located in Cow Path Channel.

15.2 General Construction Requirements

Remove and dispose of all portions of structures located within the project area designated for removal during construction. Materials not specified to be salvaged shall be disposed of off the project area in accordance with regulatory requirements. Materials or portions of structures designated to be salvaged and re-used shall be removed and stored on-site during construction. Furnish copies of agreements (including rights of entry, etc.) with the final disposal site to the Engineer prior to the beginning of work. The agreement must contain language holding CPRA harmless regarding any liabilities of the contractor or property owners and will be required before final acceptance.

If any environmentally sensitive or contaminated sites are located during construction, stop construction activity in the immediate vicinity of the environmentally sensitive or contaminated site and notify the Engineer immediately.

15.3 Removing Structures

All components of a structure to be removed shall be removed to 1-foot below the existing mudline. Unsalvageable materials in a structure designated for removal shall become the property of the Contractor and shall be removed and disposed of by the Contractor. Demolish and remove appurtenances forming a part of a structure to be demolished, whether integral or not integral to the structure.

15.4 Measurement and Payment

Removing structures and obstructions will be measured on a lump sum basis as stipulated in the contract and shall include all portions of the structure. Hauling salvaged materials to storage sites will not be measured for payment. Payment for removal of structures and disposal will be made at the contract price per unit or lump sum as specified. This will include demolishing, removing, and disposing of such items as well as the excavation and backfill incidental to their removal when required.

SP-16 – REMOVE AND RELOCATE EXISTING NAVIGATION SIGN

16.1 Description

This work consists of removing the existing navigation signs and pile located in the Project Area, hereinafter referred to as “sign”, and reinstalling the pile and signs at the new weir structure.

16.2 General Construction Requirements

The Contractor shall take all precautions necessary to prevent damage to the existing signs, hardware, and pile when removing these parts so they can be relocated and reused on this project. Any parts damaged by the Contractor due to negligence or improper handling shall be replaced by the Contractor at no additional cost to the Owner.

The Contractor shall remove all signage, hardware, and the galvanized metal pile covering from the timber pile prior to removing the pile. The Contractor shall extract the timber pile from the channel by pulling it vertically without pushing or pulling the pile horizontally.

The existing pile shall be relocated to the new weir structure location. The pile shall be driven vertically to the elevation shown on the plans. The existing hardware, signs, and pile covering shall be reinstalled onto the timber pile. The Contractor shall drill any holes necessary to reinstall the hardware to position the sign appropriately.

If the Contractor encounters any obstacles or issues that would prevent the removal and relocation of the existing signs, hardware, pile covering, or pile, the Owner’s representative shall be notified immediately prior to any further action.

16.3 Measurement and Payment

Removing and relocating existing navigation signs will be measured per each pile removed. Salvaging or storing materials will not be measured for payment. Payment for removing and relocating existing navigation signs will be made at the contract price per each as specified. This will include, but is not limited to, removing, storing, or reinstalling such items as well as materials, equipment, or labor incidental to removal and relocation when required.

END OF PART II – SPECIAL PROVISIONS

PART III - TECHNICAL SPECIFICATIONS

TS-101 - MOBILIZATION AND DEMOBILIZATION

101.1 Description

The Contractor shall provide all labor and equipment costs necessary to move personnel, equipment, supplies, and incidentals to and from the Project Site, establish offices, buildings, and other facilities necessary for the Work, obtain bonds, required insurance and any other pre-construction expenses necessary to perform the Work. This section shall exclude the cost of construction materials.

101.2 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 cost to the Owner.

101.3 Ratio of Mobilization (60%) and Demobilization (40%) Payment

Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon complete mobilization to the Project Site. The remaining forty percent (40%) will be paid to the Contractor upon final acceptance of the Work and removal of all equipment and unused materials.

101.4 Justification of Costs

In the event the unit cost does not bear a reasonable relation to the amount of work for mobilization and demobilization in the Contract, the Engineer may require the Contractor to produce cost data to justify the unit cost in the Bid. Failure to justify such cost to the satisfaction of the Engineer will result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, and actual demobilization cost at the completion of the demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the Engineer is not subject to appeal.

101.5 Measurement and Payment

Payment for mobilization and demobilization shall be paid for at the contract lump sum price for ***Base Bid Item No. 101, "Mobilization and Demobilization"***. Payment shall constitute full compensation for moving personnel, equipment, supplies, and incidentals to and from the job site and establishing offices, buildings and other facilities for the work, obtaining bonds, insurance and any other associated expenses. No additional payment will be made to Contractor if Alternate Bid No. 1 is awarded.

TS-201 - CONSTRUCTION SURVEYS

201.1 Scope

The Contractor shall furnish all of the materials, labor and equipment necessary to perform preconstruction, process and as-built surveys of the baseline, transects, rock dikes, settlement plates, and flotation channels as shown in the Plans. All surveys shall be performed by qualified personnel under the direct supervision and stamped by a professional land surveyor or professional engineer licensed in the State of Louisiana. Survey data shall reference the North American Datum of 1983 (NAD 83), Louisiana South Zone, U. S. Survey Feet for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88) (GEOID 12A), U. S. Survey Feet for vertical control. Horizontal and vertical control shall be established by using the monuments specified in Appendix D.

201.2 Pre-Construction Survey

The baseline transects and benchmarks shown on the Plans shall be re-surveyed and staked by the Contractor after the Pre-Construction Conference and prior to construction. This survey shall be used to verify the alignment of the various project features and to make modifications or adjustments as deemed necessary by the Engineer. Drawings of the plan views and cross sections and calculations of the projected quantities of materials shall be developed from this survey by the Contractor.

201.2.1 Temporary Bench Marks (TBM)

TBMs shall be installed at locations necessary to complete all surveys. Horizontal and vertical coordinates shall be determined for all TBMs installed. The Contractor shall maintain the TBMs for the duration of the Work. In the event that a single TBM is disturbed and/or destroyed, the TBM shall be reinstalled at no cost to the Owner by qualified personnel that are approved by the Engineer. If multiple TBMs are destroyed, the Engineer may require the TBMs to be reinstalled by a professional land surveyor licensed in the State of Louisiana. The TBMs shall be shown on the plan view drawings.

201.2.2 Baseline

If necessary, an offset to the baseline shall be surveyed and staked at all points of inflection and at intersections with the transects, where possible to traverse over land, as shown in the Plans. The baseline shall be shown on the plan view drawings.

201.2.3 Transects

The transects shall be surveyed from the baseline as shown on the plans.

The transects shall be staked at each ends, at all intersections with the rock dike alignments. The inflection points, points of curvature and radius points of the rock dike alignments shall also be surveyed and staked.

The Contractor shall develop drawings which show the cross sections and plan views of the bankline and rock dikes. Elevations, coordinates, lines and grades for each of these features shall all be shown on the drawings. Contours at elevations +1.0’, 0.0’,-1.0, -3.0’, and -5.0’ NAVD 88 shall also be shown on all plan view drawings.

The Contractor shall also determine the projected quantities for rock and geotextile fabric. The quantities of rock shall be calculated using a method that is approved by the Engineer, such as the average end area. The projected quantities of rock shall be calculated in tons and account for an in-place unit weight of rock equal to 1.5-tons per cubic yard and the assumed settled section (below existing ground) shown in the Plans.

201.2.4 Stakes

The stakes shall be untreated wood of sufficient diameter and length such that they are embedded at least 3- feet into the soil and protrude 5-feet above existing grade if within marsh, or 5-feet above mean water elevation if within canal.

201.2.5 Magnetometer Survey

A magnetometer survey shall be performed along the flotation channels and pipelines, where possible. Perpendicular track lines shall be run at 500-foot intervals and extend 25-feet beyond the outside edge of each of these proposed features, where possible. All pipelines shall also be probed and appropriately marked throughout construction according to United States Coast Guard Standards. The magnetometer survey shall show all track lines, coordinates, amplitudes, signature types, and signature widths of all hits. The survey shall also show the coordinates, top elevation and ground cover for all pipelines.

201.3 Process Surveys

201.3.1 Rock Dikes

The rock weir shall be surveyed once all riprap has been placed and on days 14 and 28 after the initial as-built survey. The crown and both toes of the rock dikes shall be surveyed at all survey transects, inflection points, points of curvature and radius points along the rock alignments. The Engineer shall determine if the lift on each Reach is to be accepted or modified based on these surveys. Those portions of dikes which are modified must also be re-surveyed.

201.4 As-Built Surveys

The rock dikes shall be surveyed by the Contractor after construction is complete. Final payment will not be received until the as-built survey and work have been accepted by the Engineer.

201.4.1 Rock Dikes

The final process surveys for rock dikes that are accepted by the Engineer shall be incorporated into the as-built survey.

201.5 Deliverables

The pre-construction process and as-built surveys shall be stamped by a Professional Land Surveyor or Professional Engineer licensed in the State of Louisiana. The Contractor shall provide the details for the survey layout and stakeout in the Work Plan.

The pre-construction survey drawings and projected material quantities shall be submitted to the Engineer for review and approval by the date provided in SP-3. Three (3) copies shall be provided on 11” x 17” paper and one (1) digital copy provided in AutoCAD or an approved equal.

The process survey drawings, in-place material quantities, and supporting calculations shall be submitted to the Engineer for review immediately after they are completed in order to receive acceptance and payment. Three (3) copies shall be provided on 11” x 17” paper and one (1) digital copy provided in AutoCAD or an approved equal.

The as-built survey and in-place material quantities shall be submitted to the Engineer by the date provided in SP-3 in order to receive acceptance and final payment. Three (3) copies shall be provided on 11” x 17” paper and one (1) digital copy provided in AutoCAD or an approved equal. The survey shall incorporate all field changes, change orders, and quantities of materials placed. All revisions shall be shown in red and be easily distinguishable from the original design.

Point files of the pre-construction, process and as-built surveys shall be included in the digital copies and shall contain the following information:

201.5.1 Point Number;
201.5.2 Northing (NAD 83 US. FT.);
201.5.3 Easting (NAD 83 US. FT.);
201.5.4 Elevation (NAVD 88 FT.), and
201.5.5 Description.

201.6 Measurement and Payment

Payment for Construction Surveys shall be paid for at the contract lump sum price for ***Base Bid Item No. 201, "Construction Surveys***". Price and payment shall constitute full compensation for furnishing all labor, materials, and equipment to perform the pre-construction process and as-built surveys specified herein. Sixty percent (60%) of the construction survey lump sum price shall be paid to the Contractor upon complete acceptance of the pre-construction surveys. The remaining forty percent (40%) shall be paid to the Contractor upon final acceptance of the as-built surveys. No additional payment will be made to Contractor if Alternate Bid No. 1 is awarded.

TS-610 - WOVEN GEOTEXTILE FABRIC

610.1 Scope

The Work provided herein consists of furnishing all labor, material, equipment, and performance of all operations required for furnishing, hauling, placing, completing, and maintaining the woven geotextile fabric until placement of the stone cover is completed and accepted, as specified herein and on the plans.

610.2 Materials

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

MINIMUM PHYSICAL PROPERTY REQUIREMENTS FOR WOVEN GEOTEXTILE FABRIC

Physical Property	Test Method	Geotextile Fabric Requirements
*Wide Width Tensile Strength (lb./ft.)	ASTM D4595	4,800 (lb/ft) minimum, indirection perpendicular to centerline
**Seam Strength, (lb./ft.)	ASTM D 4884	2,400 (lb/ft) minimum, in direction perpendicular to centerline
Elongation at Break, (%)	ASTM D 4595	9% in any principal direction
Puncture Resistance, (lb.)	ASTM D 4833	90 minimum
Ultraviolet Radiation Stability, (% residual strength)	ASTM D 4355	70% at 500 hrs. minimum
Apparent Open Size- AOS	ASTM 4751	No finer than U. S. standard sieve size number 50 and no courser tan U. S. standard sieve size number 30
Water Permittivity, (sec -1)	ASTM D 4491	0.1 minimum
Flow Rate, (gal/min/ft^2)	ASTM 4491	minimum of 10 and a maximum of 50
Trapezoid Tear Strength, (lb.)	ASTM D 4533	220 minimum

(*) Value represents minimum average roll value (MARV) in the direction perpendicular to the centerline of the new geotextile fabric received from the manufacturer or distributor (i.e., any roll in a lot shall meet or exceed the minimum strength value in the table).

(**) All of the samples shall yield test values greater than the minimum strength value specified.

610.3 Shipment and Storage

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

610.4 Seams and End Laps

A woven geotextile fabric panel shall consist of multiple geotextile fabric strips sewn together at the factory for as large a panel area as manageable. All geotextile fabric panel seams shall be sewn at the factory using a double row, "butterfly" two-thread ("401") chainstitch. Each row of stitching shall be located a minimum of 2-inches from the geotextile fabric edge. The sewing shall consist of two (2) parallel stitched rows at a minimum spacing of 1-inch. The panel width must cover the minimum structure width shown on the plans and shall overlap the structure edge a minimum of 1-foot and a maximum of 3-feet on each side. No payment will be made for material placed outside of the maximum edge overlap stated above. Each geotextile fabric panel end lap shall be overlapped a minimum of 5-feet to provide the area coverage shown on the plans. In areas deemed necessary by the Engineer, the geotextile fabric shall be overlapped a minimum of 10-feet or as directed by Engineer.

610.5 Installation

The woven geotextile fabric shall be placed with the machine direction perpendicular to the centerline under the stone at the locations, and to the lines and grades shown on the plans. The Contractor shall prepare the surface to receive the geotextile fabric, insuring the surface is relatively smooth and free of obstructions, depressions, debris, soft or low density pockets of material, and stone, which could damage the geotextile fabric during placement. At the time of installation, the geotextile fabric shall be rejected if defects, rips, holes, flaws, deterioration or damage incur during manufacture, transportation, or storage. The geotextile fabric shall be protected at all times during construction to insure the geotextile fabric's original chemical and physical properties are unchanged. Work shall be scheduled so that the geotextile fabric placed is completely covered with a layer of the specified material by the end of each workday. Failure to comply shall require replacement of geotextile fabric. All wrinkles and sags shall be stretched out immediately before stone is placed on the geotextile fabric. The geotextile fabric shall be protected from damage during placement of stone. This shall be accomplished by limiting the height of drop to less than 1-foot. In the event the stone placement damages the geotextile fabric, the stone shall be placed directly on the geotextile fabric with zero (0) height of drop. Before placement of stone, the Contractor shall demonstrate the stone placement will not damage the geotextile fabric. Any geotextile fabric rejected or damaged shall be replaced by the Contractor at no additional cost to the Owner. The Contractor shall also submit a geotextile fabric panel placement plan for each site and the corresponding factory sewn panel dimensions. The Contractor shall allow the Engineer a minimum of 7- days for review and approval of the placement plan, prior to geotextile fabric fabrication.

610.6 Acceptance

All brands of geotextile fabric and all seams used in construction will be accepted on the following basis. At least 30-days prior to installation, the Contractor shall furnish to the Engineer, in duplicates, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile fabric. The certificate shall contain the signer's title, the name and address of the Contractor, the contract number, and the project name and location. The mill certificate or affidavit shall attest the geotextile fabric meets the chemical, physical, and manufacturing requirements stated above in this specification, and the seams used to meet the seam requirements. Accompanying the certificate/affidavit, the Contractor shall submit a 3-foot by 3-foot sample of each geotextile fabric to be used. If seams are used, an additional 3-foot by 3-foot sample containing a seam in the center of the geotextile fabric sample shall be submitted.

610.7 Measurement and Payment

Payment for this item will be made at the contract unit price per square yard for ***Bid Item No. 610, "Woven Geotextile Fabric" for the Base Bid and Alternate No. 1 if awarded***. The unit price shall be the same for the Base Bid and Alternate Bid No. 1. The woven geotextile fabric will be measured in place to the nearest square yard, as delineated on the plans. Overlaps will be measured as a single layer. Price and payment shall constitute full compensation for providing all plant, labor, material, and equipment and performing all operations necessary for the complete and satisfactory installation of the woven geotextile fabric. No payment shall be made for geotextile fabric that is rejected or damaged due to Contractor fault or negligence.

TS-702 - 650-POUND CLASS ROCK

702.1 Scope

The Contractor shall furnish all of the materials, labor and equipment necessary to construct the rock weir and bankline armoring in conformity to the lines, grades, and thicknesses provided on the Plans and in these Specifications, or as directed by the Engineer.

702.2 Materials

The rock shall not disintegrate upon exposure to the elements or be easily broken from handling and shall be reasonably free from earth and other foreign materials. When tested in accordance with AASHTO Designation T 85, the solid weight of rock shall be at least 150-pounds per cubic foot (based on bulk specific gravity) and the absorption shall not exceed 2-percent. The least dimension of an individual rock shall be at least 1/3 its maximum dimension.

702.3 Quarries

On the basis of information and data available to the Engineer, rock which meets the quality requirements of this specification is produced by the sources listed in the following table.

PRODUCER	NEAREST TOWN TO PIT	PIT DESIGNATION
B.E. Construction Co.	Murfreesboro, AR	Murfreesboro Quarry
Boorhem Fields, Inc.	Black Rock, AR	Valley Stone Quarry
Bussen Quarries, Inc.	Mehlville, MO	Bussen Quarry
Central Stone Co.	Withers Mill, MO	Pitt No. 1
Central Stone Co.	Perry, MO	Pitt No. 9
Central Stone Co.	Danby, MO	Plattin Quarry
Dravo Basic Material Co., Inc.	Smithland, KY	Three Rivers Quarry
Farmer's Limestone Co.	Uniontown, MO	Farmer's Limestone Quarry
Graysonia Quarries, Inc.	Delight, AR	Delight Quarry
H.M.B. Construction	Dequeen, AR	H.M.B. Quarry
Industrial Mineral Products Div/3M	Little Rock, AR	3M Arch Street Quarry
Little Rock Quarry Co., Inc.	Caddo Valley, AR	DeRock Creek Quarry
Little Rock Quarry Co., Inc.	Little Rock, AR	Little Rock Quarry
McGeorge Corp.	Sweet Home, AR	Granite Mountain Quarry
Pine Bluff Sand and Gravel	Delaware, Ark.	River Mountain Quarry
Reed Crushed Stone Co.	Lake City, KY	Givertsville Quarry
Rigsby-Barnard Quarry, Inc.	Cave-In-Rock, IL	Rigsby-Barnard Quarry
Tower Rock Stone Co.	St. Genevieve, MO	Tower Rock Stone Quarry
Vulcan Materials Co.	Tuscumbia, AL	Quarry No. 114
Vulcan Materials Co.	Iuka, MS	Iuka Plant
West Lake Quarry Materials	Scott City, MO	Gray's Point Quarry
West Lake Quarry Materials	Neely's Landing, MO	Neely's Landing Quarry
West Lake Quarry Materials	Barnhart, MO	Barnhart Quarry
West Lake Quarry No. 2	Musicks Ferry, MO	West Lake Quarry

Other rock supplies may be accepted prior to construction by the Engineer. In order to gain acceptance, the Contractor shall obtain and test samples of the rock for gradation under the supervision of the Engineer. The Engineer shall accept the rock if the test results comply with this specification.

702.4 Gradation

All rock shall be LA-DOTD Class 650-pound graded riprap as specified by Section 711.02(a) of the Louisiana Standard Specifications For Roads and Bridges, latest Edition or Owner approved equivalent. The rock shall meet the following gradation:

ROCK RIPRAP 650# STONE GRADATION	
Particle Mass (lbs.)	**% Lighter**
650	100
280	50
130	25
40	5-Max

Control of gradation will be by visual inspection either at the source, or Project Site or both. The Engineer reserves the right to verify the gradation of any shipment by testing two uniform size random samples. The equipment, labor, and cost for testing the samples shall be provided by the Contractor.

702.5 Free Fall

The rock shall be placed carefully onto the geotextile fabric by limiting the height of drop to less than 1-foot. If this height of drop causes damage to the geotextile fabric, the stone shall be placed directly onto the geotextile fabric with a zero (0) height of drop. Before placement of stone, the Contractor shall demonstrate to the Engineer that the stone will not damage the geotextile fabric.

702.6 Losses

The Contractor is responsible to reclaim and utilize all rock that is lost during shipment or construction.

702.7 Placement of the Rock Dikes

All rock lifts shall be constructed according to the lines, grades and elevations specified in the Plans and these Specifications. The rock shall be placed approximately three feet from each edge on top of the geotextile fabric and worked toward the center. The Contractor shall take all precautions so as not to damage the woven geotextile fabric when constructing the rock dike.

702.8 Equipment

The Contractor shall provide a proposed list of equipment in the Work Plan which will be used to construct the rock weir, protection layer and scour protections berm. This list shall include the type (drag bucket, etc.), number of each type, and capacity (cubic yards, etc.) of the equipment. All rock shall be placed with a “drag” bucket or approved equal. “Orange peel” or “clamshell” buckets are prohibited.

702.9 Staging Area

The Contractor is responsible for locating a staging area with adequate depth to light load the rock barges. The Contractor shall include the proposed location of the staging area in the Work Plan. If the Staging area is within 150-feet of a well head or pipeline, they shall be probed and appropriately marked by the Contractor. The Contractor shall also submit any letters of “No Objection” or “Agreements for Temporary Easements” from the landowner, well owner, or pipeline owner to the Engineer.

702.10 Tolerances

The stone shall be placed according to the cross sections (elevations, slopes, dimensions, etc.) shown on the Plans with a maximum tolerance of plus or minus half a foot (±0.5’). Any stone placed outside of the specified tolerances will not be paid for by the Owner and must be added or removed by the Contractor.

702.11 Acceptance

Acceptance of the rock weir and bankline armoring shall be accepted by the Engineer if it achieves compliance with the lines, grades, elevations, and tolerances in the Plans and these Specifications. Compliance shall be based upon the as-built survey. The Engineer may require the Contractor to remove rock or place additional rock as necessary in order to achieve compliance.

702.12 Measurement and Payment

Payment for this item will be made at the contract unit price per ton for ***Bid Item No. 702, "650-Pound Class Rock" for the Base Bid and Alternate No. 1 if awarded***. The unit price shall be the same for the Base Bid and Alternate Bid No. 1. The unit of measurement for rock shall be the ton (2,000-pounds). Quantities will be computed to the nearest whole ton using the Barge Displacement Table as specified in **SP-11**. The Contractor shall provide the Engineer with certified weight tickets issued by the stone quarry for each barge. The Contractor shall measure the weight of the rock by barge displacement prior to unloading any rock from the barge. The Engineer will verify this measurement prior to payment. No payment will be made for any unauthorized or non-conforming placement of the rock.

APPENDIX A

CPRA FORMS

Attachment A1
Coastal Construction and Vegetative Projects

CURRENT INVOICE NO. _____

PURCHASE ORDER NO. _____

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

Attachment A2
Plant and Equipment Schedule

OAKS/AVERY HYDROLOGIC RESTORATION (TV-013A)

PLANT AND EQUIPMENT SCHEDULE

EQUIPMENT CATEGORY:

Type	Capacity	Manufacturer	Age & Condition	Location

EQUIPMENT CATEGORY:

Type	Capacity	Manufacturer	Age & Condition	Location

EQUIPMENT CATEGORY:

Type	Capacity	Manufacturer	Age & Condition	Location

<u>NOTE:</u> The Plant and Equipment Schedule is for information purposes only. The information submitted is pertinent to the evaluation of the proposed dredges and their capability to perform the Work as required and as agreed to by the Bidder through the submittal of a Proposal. The Bidder may only omit information that he/she considers proprietary. Provide separate table for each category of equipment including dredging, excavating, material handling, pile driving, barges, loading, grading, earthworks, trucking, etc. Specify production rate of equipment. Use separate line for each major item. Use additional pages if necessary.

(CONTRACTOR TO INCLUDE WITH WORK PLAN)

Attachment A3
Change Order Form

CHANGE ORDER NO. _____

OWNER:	State of Louisiana, Coastal Protection and Restoration Authority
CONTRACTOR:	
PROJECT:	Oaks/Avery Hydrologic Restoration Project (TV-013A) Removal/Replacement of the Cow Path Weir
FILE NO:	S/A #9410-03
PURCHASE ORDER NO:	
ENGINEER:	Sellers & Associates, Inc.

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:	RECOMMENDED:	ACCEPTED:
By: _____	By: _____	By: _____
CPRA Design Engineer	CPRA Construction Manager	Contractor
Date: _____	Date: _____	Date: _____

APPENDIX B

ENGINEER'S CLARIFICATION

Interpretation or Clarification by Engineer Form

Oaks/Avery Hydrologic Restoration (TV-013A) Project
Removal and Replacement of the Cow Path Weir

Interpretation or Clarification by Engineer

Number: _____

Date: _____

Subject: _____

Summary of Matter by Contractor:

_____

Interpretation or Clarification of Matter by Engineer:

_____

APPENDIX C

DIRECTIONS TO BOAT LAUNCH

Directions to Public Boat Launch at Intracoastal City

From Lafayette, take LA HWY 167 South to Abbeville. Take a left at LA HWY 14 then turn right on LA HWY 82. Continue south on LA HWY 82 until reaching the intersection of LA HWY 333. Continue south on LA HWY 82 to Intracoastal City. The boat launch is located on the left as shown in the images below.
Owner: Abbeville Harbor & Terminal District
Address: 25197 Pintail Avenue, Abbeville, Louisiana 70510
Telephone: (337) 893-9465
Latitude: 29º47’6.42” N / Longitude: 92° 9'13.00" W

APPENDIX D

SURVEY CONTROL

VICINITY MAP Not to Scale

Reproduced from USC&GS "TIGRE LAGOON" Quadrangle

Station Name: TV13-SM-01

Location: The station is located north of Vermillion Bay in Iberia Parish, Louisiana, set on the spoil bank behind a protective rock barrier at the southeast junction of Intracoastal Waterway and Oaks Canal.

Monument Description: Aluminum cap attached to a steel rod driven to refusal within a 6" PVC sleeve and protective cover set in concrete and stamped "OAKS."

Stamping: "OAKS CANAL"

Originally Installed: October 2000
Established By: John Chance Land Surveys, Inc.
Adjusted: August 2001, John Chance Land Surveys, Inc.
Adjusted: June 2015, Sellers & Associates, Inc.

NAD83 (2011) Epoch 2010.00 Geodetic Position
Lat. 29°49'57.67615" N
Long. 91°59'11.13035" W

NAD83 (2011) Epoch 2010.00 Datum LSZ (1702) Ft
N = 485,238.06
E = 3,073,763.26

NAVD88 Height (2011)
Elevation = 2.07 feet (0.632 meters)
Ellipsoid Height = -25.549 meters
Geoid12A Height = -26.181 meters

NAVD88 Height (August 2001)
Elevation = 3.17 feet (0.965 meters)
Ellipsoid Height = -25.353 meters
Geoid99 Height = -26.318 meters

Adjusted Position Established by Sellers & Associates, Inc. for the Coastal Protection & Restoration Authority of Louisiana

APPENDIX E

LANDRIGHTS MEMORANDUM

LANDRIGHTS MEMORANDUM

The State of Louisiana owns the water bottom around the project features. All Landowner inquiries should be made to Donice Bass at the State Land Office. Her Phone Number is (225) 342-0120. Her email address is donice.bass@la.gov.

Troy Dubois serves as the land representative for the land adjacent to the project site. His Phone Number is (337) 224-9718. His email address is troy@delcambre.net.

APPENDIX F

GOVERNMENT OBTAINED PERMITS

APPENDIX G

DAVIS-BACON
WAGE DETERMINATION

"General Decision Number: LA20230004 04/14/2023

Superseded General Decision Number: LA20220004

State: Louisiana

Construction Type: Heavy

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	03/31/2023
3	04/14/2023

ELEC0130-007 12/05/2022

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River) PARISHES

	Rates	Fringes
ELECTRICIAN	$ 32.75	14.51

ELEC0194-006 09/05/2022

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River), and RED RIVER PARISHES

	Rates	Fringes
ELECTRICIAN	$ 31.25	14.34

ELEC0446-004 03/01/2023

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

	Rates	Fringes
ELECTRICIAN	$ 26.95	2%+13.11

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* ELEC0576-002 03/01/2023

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES

	Rates	Fringes
ELECTRICIAN	$ 26.90	4.25%+9.90

ELEC0861-004 09/01/2022

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River), AND VERMILION PARISHES

	Rates	Fringes
ELECTRICIAN	$ 29.53	4.34%+13.05

ELEC0995-002 01/01/2023

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES

	Rates	Fringes
ELECTRICIAN	$ 27.49	12.66

ELEC1077-005 12/05/2022

TANGIPAHOA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN	$ 27.39	3%+9.42

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* SULA2004-008 05/19/2004

	Rates	Fringes
CARPENTER (including formsetting/formbuilding)	$ 14.75 **	0.00
Laborers:		
Common	$ 7.60 **	0.00
Pipelayer	$ 8.47 **	0.00
PIPEFITTER (excluding pipelaying)	$ 18.75	4.05
Power equipment operators:		
Backhoe/Excavator	$ 11.67 **	0.00
Boring Machine	$ 10.25 **	0.00
Bulldozer	$ 11.82 **	0.00
Crane	$ 13.60 **	0.00
Dragline	$ 13.12 **	0.00
Front End Loader	$ 9.93 **	0.00
Mechanic	$ 12.50 **	0.00
Trackhoe	$ 11.99 **	0.00
Tractor	$ 10.43 **	0.00
Water Well Driller	$ 10.73 **	2.01
Truck drivers:		
Dump	$ 10.00 **	0.00
Water	$ 8.00 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"