

**BID DOCUMENTS
FOR**

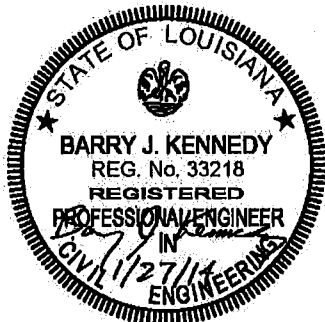
**EAST MARSH ISLAND MARSH CREATION POST-
CONSTRUCTION MAINTENANCE EVENT**

PROJECT NUMBER TV-21

IBERIA PARISH, LOUISIANA



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



JANUARY 27, 2014

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LIST OF DRAWING SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1.	TITLE PAGE
2.	GENERAL NOTES & ESTIMATED QUANTITIES
3.	PROJECT VICINITY
4.	SHORELINE PROTECTION LAYOUT
5.	SHORELINE PROTECTION SURVEY BASELINE
6.	EAST-WEST CANAL ACCESS LAYOUT
7.	TEMPORARY ROCK PLUG REMOVAL & BREACH REPAIR LAYOUT
8.	TIMBER MAT REMOVAL AND GAP "N" DEGRADEMENT LAYOUT
9.	EAST EARTHEN PLUG DEGRADEMENT LAYOUT
10.	WEST EARTHEN PLUG DEGRADEMENT LAYOUT
11.	SHORELINE PROTECTION TYPICAL SECTION A-A & B-B
12.	TIMBER MAT REMOVAL TYPICAL SECTION C-C
13.	TEMPORARY ROCK PLUG REMOVAL & BREACH REPAIR TYPICAL SECTION D-D & E-E
14.	EAST-WEST CANAL TYPICAL SECTION F-F
15.	EAST EARTHEN PLUG DEGRADEMENT TYPICAL SECTION G-G & H-H
16.	WEST EARTHEN PLUG DEGRADEMENT TYPICAL SECTION I-I

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1-145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M., **Wednesday, April 9, 2014.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **East Marsh Island Marsh Creation Post-Construction
Maintenance Event
Iberia Parish, Louisiana**

PROJECT NUMBER: **TV-21**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from <http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=432>. Printed copies can also be obtained from CPRA.

Questions about this procedure shall be directed to Renee McKee at:
Coastal Protection and Restoration Authority (CPRA)

450 Laurel Street
Suite 1501

Baton Rouge, LA 70801

Telephone: 225-342-0811

Fax: 225-342-4674

E-mail: cpra.bidding@la.gov

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

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD

at 10:00 AM on Tuesday, March 25, 2014 at 635 Cajundome Blvd., Auditorium Room 102, Lafayette, LA 70506.

BIDS SHALL BE ACCEPTED ONLY FROM CONTRACTORS THAT ATTEND THE ENTIRE PRE-BID CONFERENCE.

A JOBSITE VISIT IS RECOMMENDED

The job site is located in Iberia Parish at the northeast corner of the Russell Sage Marsh Island Wildlife Refuge along the East Cote Blanche Bay shoreline. The project area can be accessed by boat from the Quintana Canal boat launch at Cypremort Point (15 miles northwest of the site) or the Burns Point Boat Launch (10 miles east of the site). See Appendix D for specific directions to the boat launches. It is the responsibility of all potential bidders to visit the job site to assess the location, logistics, and site conditions prior to bidding. Contractors shall be responsible for providing their own boat (no airboats) and any rental and boat launching fees. The contractor will not have access to interior marsh where potential damage to existing marsh may occur. The Contractor will only be allowed to access project features where water access is available. Cassidy Lejeune with WLF is required to be notified at 337-373-0032 of any site visits to the project area.

Jody White, CPRA, may be contacted at 337-482-0664, if directions are needed to the Mandatory Pre-Bid Conference.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction**. 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(A)(1)(c). No bid may be withdrawn for a period of thirty (30) 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(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission. 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 Entrepreneurship Program. Bidders are encouraged to consider participation. Information is available from Coastal Protection and Restoration Authority or on its website at <http://coastal.la.gov/>.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
MARK A. MOSES, DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **One Hundred Twenty (120)** calendar days, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

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

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

1.3 Addenda are written and/or graphic instruments issued by the 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 MANDATORY Pre-Bid Conference shall 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 is stated in the Advertisement for Bids to be a Manda-

tory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the entire Pre-Bid Conference 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 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. (RS38:2295C) 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 plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. Facility Planning shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

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

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

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

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

5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.

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

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

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

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work.

5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.

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

5.1.9 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

(a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.

(b) Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the

Bid Form.

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

5.2 Bid Security

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

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

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

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

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

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall contain **only one bid form** 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 Facility Planning and Control Department 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:

Facility Planning and Control,
P. O. Box 94095
Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
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 repre-

sentative, 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 mechanical, clerical or mathematical errors 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.

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 all required deliverables in conformance with Section SP-4 of the 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 Contractor will be required to establish to the satisfaction of the Engineer the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. 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 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Engineer.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must 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. The Attestations Affidavit form shall be submitted to Facility Planning and Control within 10 days after the opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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

8.2 Time of Delivery and Form of Bond

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

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

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

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

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

9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

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: FACILITY PLANNING AND CONTROL
P.O. BOX 94095
CLAIBORNE BUILDING
BATON ROUGE, LA 70804

BID FOR: EAST MARSH ISLAND
MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT (TV-21)

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: T. Baker Smith, LLC. and dated: January 27, 2014

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

_____.

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

_____ Dollars (\$ _____)

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

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

_____ Not Applicable _____ Dollars (\$ _____ N/A _____)

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

_____ Not Applicable _____ Dollars (\$ _____ N/A _____)

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

_____ Not Applicable _____ 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 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: FACILITY PLANNING AND CONTROL
P.O. BOX 94095
CLAIBORNE BUILDING
BATON ROUGE, LA 70804

BID FOR: EAST MARSH ISLAND
MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT (TV-21)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ MOBILIZATION & DEMOBILIZATION					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-1	1	LUMP SUM				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ CONSTRUCTION SURVEYS					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-2	1	LUMP SUM				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ ACCESS AND FLOATATION DREDGING & PLUG REMOVAL					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-3	1	LUMP SUM				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ TIMBER MAT REMOVAL					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-4	1	LUMP SUM				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ EARTHEN PLUG & GAP DEGRADEMENT					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-5	1	LUMP SUM				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ ARTICULATED CONCRETE MATS (SHORELINE PROTECTION)					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-6	2,350	SQUARE YARD				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ WOVEN GEOTEXTILE FABRIC (SHORELINE PROTECTION)					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-7	2,350	SQUARE YARD				
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ CONTAINMENT DIKE REPAIR (SHORELINE PROTECTION)					
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION	(Quantity times Unit Price)	
TS-8	2,400	CUBIC YARD				

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

BID BOND
FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT (SEAL)

**EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION MAINTENANCE EVENT**

Name of Project

**TV-21
Project No.**

STATE OF LOUISIANA

PARISH OF IBERIA

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. 14:23)

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) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) 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 hires 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.

EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION MAINTENANCE EVENT

Name of Project

TV-21
Project No.

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

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

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

Notary Public

FOR INFORMATION ONLY

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

CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2014, by (CONTRACTOR NAME) hereinafter called the "Contractor", whose business address is _____, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

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

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

Project No. _____
State ID No. _____ 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 _____ consecutive calendar days from and after the said date.

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

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

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction

Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____ Dollars (\$). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

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

The Contractor agrees to abide by the requirements of the following as applicable: Title VI 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 eight (8) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

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

BY: _____
 Kyle Graham, Executive Director

BY: _____

SURETY: _____

BY: _____
 ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF IBERIA

PROJECT NO. TV-21

NAME: EAST MARSH ISLAND MARSH CREATION POST-
CONSTRUCTION MAINTENANCE EVENT

LOCATION: MARSH ISLAND WILDLIFE REFUGE

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 _____, 2014.

NOTARY

PART I GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

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

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

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

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

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

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

- nn. Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- oo. Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.
- pp. Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.
- qq. Successful Bidder: The lowest 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, 2006 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 Engineering Division of the Coastal Protection and Restoration Authority, 450 Laurel Street, 11th Floor, Baton Rouge, Louisiana 70801.

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

A site visit may also be held at the Project Site as specified in the Advertisement For Bids or at the Pre-Bid conference. If held, bidders will be required to furnish their own transportation to the Project Site. Representatives of the Owner and Engineer will attend the Pre-Bid conference and site visit, if held, to discuss the Work.

All questions shall be in writing and faxed or emailed to the Coastal Protection and Restoration 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 (Division of Administration, Office of Facility Planning and Control), 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 Special Provisions.

GP-8 WORK PLAN

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

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

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

GP-9 PROGRESS SCHEDULE

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

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

The 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

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

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 the compliance with the Progress Schedule.

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 aides (I.E., warning signs, lighted marker buoys) and any repairs performed on them;
- h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- i. The amount of time lost to severe weather or personnel injury, etc;
- j. Notes regarding compliance with the Progress Schedule;
- k. Visitor log (Instructions for format will be furnished by the Field Engineer).

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

GP-11 HURRICANE AND SEVERE STORM PLAN

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

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

- j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- k. Communications protocol with local law enforcement and fire and rescue agencies.

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

GP-12 HEALTH AND SAFETY PLAN AND INSPECTIONS

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

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

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

GP-13 PROGRESS MEETINGS AND REPORTS

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

GP-14 PRE-CONSTRUCTION CONFERENCE

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

GP-15 CONTRACT INTENT

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

GP-16 ENGINEER AND AUTHORITY OF ENGINEER

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

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

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

GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

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

GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

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

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

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

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

GP-19 SUBCONTRACTS

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

GP-20 WORKERS, METHODS, AND EQUIPMENT

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

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

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

Equipment shall not damage adjacent property throughout the performance of the Work. The Plant and Equipment Schedule should be completed by the Contractor.

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

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

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

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

GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

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

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

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

The Contractor shall protect all land monuments, State and United States bench marks, geodetic and geological survey monuments, and property markers from disturbance or damage until an authorized agent has witnessed or otherwise referenced their location. The Contractor shall also

provide protection for all public and private property including trees, utilities, pipes, conduits, structures, etc. These items shall not be removed unless directed by the Engineer.

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

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

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

GP-24 LAND RIGHTS

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from public and private landowners in order to perform the Work. A land rights memorandum which lists all known responsible contacts and required stipulations is provided in Appendix C. 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 1-800-272-3020 a minimum of 5 working days prior to construction to locate existing utilities at the Project Site.

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

Any unidentified pipes or structures which may be discovered within the limits of the Project Site shall not be disturbed and shall be reported to the Engineer as soon as possible. Construction or

excavation shall not be performed around unidentified utilities without prior approval from the Engineer.

GP-26 PERMITS

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

GP-27 PROJECT SITE CLEAN-UP

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

GP-28 OWNER INSPECTION

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

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

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

A Resident Project Representative shall 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/mwv/navrules/navrules.htm> . 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 operated by the Contractor shall possess a valid United States Coast Guard (USCG) inspection certificate and current American Bureau of Shipping (ABS) Classification. 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 marine vessels not subject to USCG certification or ABS Classification shall be inspected annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS). All inspections shall be documented using an appropriate report format. At a minimum, the inspections shall evaluate the structural integrity of the vessel and comply with the National Fire Protection Association Code No. 302- Pleasure and Commercial Motor Craft. The most recent inspection report shall be posted in a public area on board each vessel.

GP-39 RECORD KEEPING

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

GP-40 CERTIFICATES OF COMPLIANCE

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

GP-41 SUBMITTALS

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

and suppliers.

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

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

GP-42 CLAIMS FOR EXTRA COST

The Contractor is expected to complete the Work according to the Contract Price specified in the Bid Documents. If the Contractor deems additional compensation is due for work, materials, delays or other additional costs/or expenses not covered in the Contract or not ordered as extra work, the Contractor shall give the Engineer written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Contractor shall justify the claim for extra cost by providing supporting data and calculations.

The Engineer shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments of the Contract in accordance with GP-43. If no written claim is made within this fourteen (14) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

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

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

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

If none of the above methods is agreed upon, the Contractor, provided he is so ordered by the Owner in writing, shall proceed with the Work on a "force account" basis. In such a case, the Contractor shall keep and preserve in such form as the Engineer may direct, a correct itemized account of the direct cost of labor, materials, equipment, together with vouchers bearing written

certification by the Contractor. In any case, the Engineer shall certify to the amount, including an allowance of fifteen percent (15%) for jobsite and home office overhead indirect expenses and profit due to the Contractor. Where such change involves a subcontractor, an allowance of fifteen percent (15%) for overhead and profit shall be due the subcontractor and an allowance of ten percent (10%) shall be due the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate and as approved in an executed Change Order.

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

GP-44 EXTENSION OF CONTRACT TIME

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

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

45.1 TERMINATION FOR CAUSE

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

- a. The Work is not begun within the time specified in the Notice to Proceed; or
- b. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or
- c. The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or
- d. The Work is discontinued; or
- e. The Work is not completed within the Contract Time or time extension; or

- f. Work is not resumed within a reasonable time after receiving a notice to continue; or
- g. The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- h. The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or
- i. The Contractor makes an assignment for the benefit of creditors; or
- j. The Work is not performed in an acceptable manner.

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

45.2 TERMINATION FOR CONVENIENCE

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

GP-46 TEMPORARY SUSPENSION OF WORK

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

GP-47 NON-CONFORMING AND UNAUTHORIZED WORK

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

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

GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

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

GP-49 BREACH OF CONTRACT

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

GP-50 NO WAIVER OF LEGAL RIGHTS

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

GP-51 LIABILITY FOR DAMAGES AND INJURIES

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their officers, employees, representatives, and/or agents from all suits, actions, claims, costs, losses, demands, and judgments (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought because of injuries or damage sustained by a person or property due to the operations of Contractor; due to negligence in safeguarding the Work, or use of unacceptable materials in constructing the Work; or any negligent act, omission, or misconduct of the Contractor; or claims or amounts recovered under the Workmen's Compensation Act or

other law, ordinance, order, or decree; any money due the Contractor as considered necessary by the Owner for such purpose may be retained for use of the State or in case no money is due, the performance and payment bond may be held until such suits, actions, claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate Workman's Compensation, Public Liability, and Property Damage Insurance are in effect.

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

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

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

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

GP-53 SUBSTANTIAL COMPLETION

Upon notice from the Contractor that it believes the project has reached substantial completion, and before final acceptance, the Engineer will make an inspection of the Work. "Substantial Completion" is defined as the date on which the Work is complete in accordance with the Contract Documents in order that the Owner can occupy and use the project for its intended use. The date of Substantial Completion shall be specified in the Notice of Acceptance.

If the Owner or its representative determines the Project is substantially complete, the Owner shall issue a Notice of Acceptance identifying the date the Project reached Substantial Completion and attach a punch list identifying the remaining items that must be completed before final payment. The Owner will then file an official Notice of Acceptance with the Clerk of Court in the Parish where the work is performed and will forward one copy of the recorded acceptance to the Contractor and Engineer.

If the inspection discloses any work as being unsatisfactory or incomplete and such work generates a formal punch list, the Engineer will give the Contractor instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon satisfactory completion of the corrections, when a "Punch List" is generated, the Engineer shall prepare a "Recommendation of Acceptance" incorporating the punch list and submit to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of the Contract which shall establish the date of Substantial Completion.

Any punch list generated by the Engineer shall be accompanied by a cost estimate to correct the

particular items of work the Engineer has developed. The cost estimate shall be developed based on mobilization, labor, material, and equipment costs of correcting each punch list item and shall be retained from monies owed to the Contractor, above and beyond the standard retainage. The Engineer shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The Owner shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. After that payment, none of the remaining funds shall be due the Contractor until all punch list items are completed and are accepted by the Engineer.

If the dollar value of the punch list exceeds the amount of funds, less retainage amount, in the remaining balance of the Contract, the Project shall not be accepted as Substantially Complete. If the funds remaining are less than required to complete the punch list work, the Contractor shall pay the difference. The provisions listed above shall not be subject to waiver.

Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work/project as provided in the Notice of Acceptance, unless otherwise agreed to in writing by the Owner and Contractor. In the instance where the Owner has accepted the Work/project as substantially complete and issued a Notice of Acceptance, and the Contractor must remain on the premises to complete the "Punch List" or for whatever reason, the Contractor shall maintain Commercial General Liability insurance, Auto Liability insurance and Worker's Compensation insurance as set forth herein until the expiration of the forty-five (45) day lien period or upon the completion of the work/project, whichever is later. Builder's Risk insurance, if applicable, may be cancelled only with the written permission of the Owner or the Owner's representative at Substantial Completion.

If the punch list is not completed within forty-five (45) days, through no fault of Owner or Engineer, the Owner may, but is not required, to place the Contractor in default. Thereafter, the Owner shall notify the Surety. If the Surety has not completed the punch list within forty-five days of receipt of notification, the Owner may, but is not required to, complete the remaining punch list items. Any costs incurred shall be paid for first out of any remaining Contract funds. If the costs incurred exceed the remaining Contract funds, the Contractor and its Surety shall be liable for such costs.

Upon completion of the punch list, Contractor shall request Final Inspection.

GP-54 FINAL INSPECTION AND ACCEPTANCE

Whenever the work provided for, or contemplated by the contract, have 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, that 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.

GP-55 AS-BUILT DRAWINGS

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

GP-56 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-57 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:

- 57.a.1 A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.
- 57.a.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.
- 57.a.3 Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other ancillary expenses incurred by the Owner due to the failure.

b. The guarantee shall exclude defects or damage caused by:

- 57.b.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or
- 57.b.2 Wear and tear under normal usage.

c. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:

- 57.c.1 Observations by the Owner or Engineer; or

- 57.c.2 Recommendations by the Engineer or payment by the Owner; or
- 57.c.3 Use of the Work by the Owner; or
- 57.c.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or
- 57.c.5 Any inspection, test, or approval by others; or
- 57.c.6 Any correction to non-conforming work by the Owner.

GP-58 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-59 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.

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.

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-60 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 and as permitted under Section SP-7 of the Special Provisions, from any amounts which may be due and owing the Contractor for work performed under the contract.

GP-61 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-62 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-63 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-64 SUSPENSION/DEBARMENT

Contractor certifies, by signing and submitting any bid, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.

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 de-

barment 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.

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Project Site is located in Iberia Parish, Louisiana, twenty one miles southwest of the town of Franklin, La and fifteen miles southeast of Cypremort Point, LA, along the East Cote Blanche Bay shoreline of Russell Sage Marsh Island Wildlife Refuge. The Project Site is accessible by boat from Cypremort Point, Burns Point, Intracoastal City, and the Gulf of Mexico. See Appendix D for directions to the nearest available launches.

SP-2 WORK TO BE DONE

- 2.1 **Scope:** 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 the Project Site, dredging of access and flotation channels, repairing existing containment dikes, placing shoreline protection in the form of articulated concrete mats, removing a containment dike plug consisting of timber mats, and degradation of various earthen plugs. The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by the Engineer. 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:
- 2.1.1 **Construction Surveying** – Prior to construction, the baselines and sections defined in the Plans shall be surveyed. The existing bench marks shall be verified or reinstalled if damaged. During construction, surveys for partial payment and quality control shall be performed as deemed necessary by the Contractor and as requested by the Engineer. After construction is complete, the Contractor shall perform an As-Built Survey which shall be reviewed by the Engineer for acceptance of the Work.
 - 2.1.2 **Access and Flotation Channels** – Flotation channels may be dredged in the East-West Canal to allow access to the shoreline protection features and place articulated concrete mats upon woven geotextile fabric. All dredging shall be performed using a mechanical dredge or excavator and the material shall be placed within the existing canal banks, or as shown in the Plans. The rock plug at the mouth of the East-West Canal may be temporarily removed to allow construction access to the East-West Canal, and shall be replaced prior to demobilization.
 - 2.1.3 **Timber Mat Removal** – Timber mats, which were driven to plug a containment dike breach during construction, shall be removed and disposed by the Contractor.
 - 2.1.4 **Earthen Plug & Dike Degradement** – Four earthen plugs constructed during initial construction are to be degraded to allow tidal exchange into emergent marsh. Gap “N”, shown in the Plans, is to be degraded further, to existing marsh elevation.

- 2.1.5 Articulated Concrete Mats (Shoreline Protection) – Articulated concrete mats shall be placed along the repaired section of the existing containment dike. The mats shall be placed width-wise along the dike crest and extending toward East Cote Blanche Bay. The mats are to be placed over the Woven Geotextile Fabric as specified in the Plans. The mats shall be placed according to the cross sections specified in the Plans, or as directed by the Engineer.
- 2.1.6 Woven Geotextile Fabric (Shoreline Protection) – Woven geotextile fabric shall be installed prior to placement of the articulated concrete mats. The fabric is not to be used for any other means during construction.
- 2.1.7 Containment Dike Repair (Shoreline Protection) – An existing containment dike shall be repaired by excavating material from the remnant borrow canal adjacent to the containment dike or the East-West Canal shown in the Plans. The repaired containment dike will then be utilized as the foundation for the woven geotextile fabric and articulated concrete mats.
- 2.1.8 Use of Equipment - The equipment used for the Work shall be operated within the boundaries of the Project Site and away from sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-existing conditions at no expense to the Owner.
- 2.1.9 Navigation Depths - Access and flotation channels shall be dredged and maintained to provide clear and safe navigation of all marine vessels to be used for the Work. Areas containing navigable depths shall not be impaired except as allowed by applicable laws or regulations. It is the responsibility of the Contractor to select equipment that can navigate from a maintained navigation channel to the Project Site without dredging except for the flotation and access channels depicted in the Plans. All equipment shall remain floating at all times during the transit to the Project Site. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the depths in the vicinity of the Project Site.
- 2.1.10 Reference Surveys – A magnetometric survey was performed for the initial construction of the project to locate nearby oil and gas infrastructure. The results of this survey are shown in the Plans as a reference. This shall not alleviate the Contractor from responsibility for any damage caused during construction. The Contractor shall be responsible for any damage or loss inflicted upon any oil and gas infrastructure. It is recommended that the Contractor perform a magnetometric survey of the access routes to the various project sites, but not required. However, the Contractor shall perform a Louisiana One Call as required by law and GP-25 of these specifications.

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

Milestone	Location or Recipient	Date Due
Advertisement for Bids	Publications	As advertised
Mandatory Pre-Bid Conference and Jobsite Visit	Provided in Advertisement for Bids	Provided in Advertisement for Bids
Questions on Bid Documents	Deliver to CPRA	As Announced at the Pre-Bid Conference
Effective Date of Contract	Contractor and Owner	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
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	At Project Site	120 calendar days after Notice to Proceed

SP-4 DELIVERABLES

4.1 Prior to Construction

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

4.1.1.1 Work Plan as specified in GP-8 and SP-6;

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-2;
- 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, and Amendments;
- 4.2.6 Results of any materials testing.

4.3 Administrative Records

4.3.1 Notice of Intent to Dredge

At least 30 days prior to commencement of Work on this Contract, the Contractor shall notify the U.S. Coast Guard, Sector New Orleans Command Center, at the address below, of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) days prior to the commencement of this dredging operation. A copy of the Department of the Army Permit and drawings shall be provided to the U.S. Coast Guard. A copy of the notification shall be provided to the Owner and Engineer.

U.S. Coast Guard
Sector New Orleans Command Center
201 Hammond Hwy
Metairie, LA 70005
504-846-5923

4.3.2 Relocation of Navigational Aids

Temporary removal of any navigation aids located within or near the areas required to be dredged or filled and material stockpile 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 dredge or 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.

4.3.3 Dredging Aids

The Contractor shall obtain approval for all dredging aids, including but not limited to temporary navigation aids, warning signs, buoys, and lights, he requires to conduct the Work specified in this Contract. The Contractor shall obtain a temporary permit from the U.S. Coast Guard for all buoys or dredging aid markers to be placed in the water prior to installation. The permit application shall state the position, color, and dates to be installed and removed for all dredging aid markers and be submitted to the U.S. Coast Guard. Dredging aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids. Copies of the application and permit shall be submitted to the Owner and Engineer seven (7) days prior to commencement of dredging operations.

4.3.4 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 phone, 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 Drawings as specified in TS-2.

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-19	Names of all Subcontractors	Prior to awarding subcontracts
GP-10	Daily Progress Reports	As directed by the Engineer
GP-54	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 Bid Documents to the attention of Renee McKee of Coastal Protection and Restoration Authority. The address and contact information is as follows:

Coastal Protection and Restoration Officer
 Coastal Protection and Restoration Authority
 450 Laurel Street, Suite 1501
 Baton Rouge, LA 70801
 Phone: 225-342-0811
 Fax: 225-342-4674
 Email : cpra.bidding@la.gov

After execution of the Contract between the 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
 Darrell J. Pontiff, P.E.
 Coastal Protection and Restoration
 Authority - Lafayette Field Office
 635 Cajundome Blvd.
 Lafayette, LA 70506

 Phone: 337-482-0683
 Fax: 337-482-0685
 Email: darrell.pontiff@la.gov

Field Engineer
 Jody Roger-White, P.E.
 Coastal Protection and Restoration Authority -
 Lafayette Field Office
 635 Cajundome Blvd.
 Lafayette, LA 70506

 Phone: 337-482-0664
 Fax: 337-482-0685
 Email: jody.white@la.gov

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

SP-6 WORK PLAN SUPPLEMENTAL

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

- 6.1 Layout and construction schedule for temporary removal of the rock plug, including replacement of the plug;
- 6.2 Dredging schedule;
- 6.3 Layout and construction schedule for constructing the staging area and haul route;
- 6.4 Layout and construction schedule for placing woven geotextile fabric and articulated concrete mats;
- 6.5 Layout and construction schedule for removal of the timber mats;
- 6.6 Construction schedule for degradation of earthen plugs and containment dikes.

SP-7 FAILURE TO COMPLETE ON TIME

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

SP-8 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:

- 8.1 An enclosed cabin space;
- 8.2 Capable of maintaining 25 knots (29 mph);
- 8.3 Six (6) passenger capacity;
- 8.4 Coast Guard certified;
- 8.5 Operable marine radio;
- 8.6 All safety equipment required by the Coast Guard for the size and type of that boat;
- 8.7 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-9 RESERVED

SP-10 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 work table, 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-11 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 C. The Contractor shall abide by the stipulations set forth by the respective landowners (Grantors):

Russell Sage Marsh Island Wildlife Refuge
Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000

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

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 containment dike alignments, marsh fill areas, and borrow areas shall be probed and their locations marked prior to excavation. No excavation shall be permitted within fifty feet (50') of any pipeline.

SP-12 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-13 THREATENED AND ENDANGERED SPECIES

The Environmental Assessment for this project identifies Pallid Sturgeon, Brown Pelicans, Bald Eagles, and West Indian Manatees as threatened and endangered species which have the potential to exist within the boundaries of the Project Site. The Contractor shall review and comply with the restrictions listed below regarding construction activities.

West Indian Manatee – The following precautions will be implemented from May to October, when manatees have the greatest potential for entering the project area:

- All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s).
- All personnel associated with the project shall be instructed about the possible presence of manatees and the need to avoid collisions with and injury to manatees. Any sighting of, collision with, or injury to a manatee shall be immediately reported to the Engineer.

The following special operating conditions shall be implemented upon the sighting of a manatee within one hundred (100) yards of the active work zone:

- No operation of moving equipment within fifty feet (50') of a manatee;
- All vessels shall operate at no wake/idle speeds within one hundred (100) yards of the work area; and
- Siltation barriers, if used, shall be re-secured and monitored.

Bald Eagles – Construction activities will ensure that bald eagle nest trees are not adversely affected, including their root systems through soil compaction or disturbance.

Pallid Sturgeon – To ensure protection of the pallid sturgeon, all personnel associated with the project will be informed of the potential presence of the pallid sturgeon and take actions to induce them to leave the immediate work area prior to dredging regardless of water depth or time of year. The following actions shall be implemented to help prevent any potential project related direct or indirect effects to the pallid sturgeon:

- The cutterhead shall remain completely buried in the bottom material during dredging operations.
- If pumping water through the cutterhead is necessary to dislodge material or to clean the pumps or cutterhead, etc., the pumping rate shall be reduced to the lowest rate possible until the cutterhead is at mid-depth, where the pumping rate can then be increased.

- During dredging, the pumping rates shall be reduced to the slowest speed feasible while the cutterhead is descending to the channel bottom.

SP-14 INSURANCE AND BONDS

14.1 INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS, AND RENOVATIONS

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.

14.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

14.2.1 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.

14.2.2 COMMERCIAL GENERAL LIABILITY

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

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

14.2.3 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 are not utilized in the execution of the contract, then automobile and/or watercraft coverage is not required.

14.2.4 EXCESS UMBRELLA

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

14.2.5 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.

14.2.6 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.

14.3 OTHER INSURANCE PROVISIONS

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

14.3.1 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.

14.3.2 GENERAL LIABILITY COVERAGE

- 14.3.2.1 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.
- 14.3.2.2 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.
- 14.3.2.3 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.

14.3.3 ALL COVERAGES

- 14.3.3.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- 14.3.3.2 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.
- 14.3.3.3 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.
- 14.3.3.4 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.

14.3.4 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.

14.3.5 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
450 Laurel Street, Suite 1501
Baton Rouge, LA 70501
Attn: Project # TV-21**

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.

14.3.6 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.

14.3.7 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.

14.3.8 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.

14.4 PERFORMANCE AND PAYMENT BOND

RECORDATION OF CONTRACT AND BOND [RS 38:2241A(2)]

The Owner shall record, within thirty (30) days, the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

END OF PART II -SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-1 MOBILIZATION AND DEMOBILIZATION

- 1.1 Scope: 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.
- 1.2 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.
- 1.3 Ratio of Mobilization and Demobilization Effort: Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon complete mobilization to the Project Site and the commencement of work. The remaining forty percent (40%) will be paid to the Contractor upon acceptance of the As-Built surveys.
- 1.4 Justification of Costs: The Contractor will be required to submit a written Claim to the Engineer if the ratio of mobilization and demobilization effort is in unreasonable relation to the cost of the Work. The Engineer shall make a determination on the justification of the Claim. Failure to adequately justify this relation in the Claim shall result in payment of actual mobilization and demobilization costs in the ratio stated in this section. The determination by the Engineer is not subject to appeal.
- 1.5 Measurement and Payment: The Contractor shall submit an Application for Payment for the costs incurred to mobilize and demobilize all equipment, personnel, and other such costs as denoted in the Contract Documents. Upon approval by the Engineer, invoices shall be paid for at the contract lump sum price for Bid Item No. 1, "Mobilization and Demobilization." No invoice will be paid for demobilization until the As-Built surveys have been accepted by the Engineer as required in TS-2.

TS-2 CONSTRUCTION SURVEYS

- 2.1 Scope: The Contractor shall furnish all of the materials, labor and equipment necessary to perform Preconstruction, Process, and As-Built Surveys of the construction baseline, transects, temporary rock plug removal sections, articulated concrete mat sections, earthen plug degradation sections, and timber mat removal sections as shown in the Plans. All surveys shall be performed by personnel who are approved by the Engineer under the direct supervision of a professional land surveyor 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), U. S. Survey Feet for vertical control. All surveys shall be conducted in reference to Geoid09. Horizontal and vertical control shall be established by using the LaDNR secondary monument specified in Appendix E.
- 2.2 Pre-Construction Survey: The shoreline protection construction 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. This survey shall be used to specify the baseline for payment of containment dike repair work, and the pre-construction condition of the rock plug.
- 2.2.1 Temporary Bench Marks (TBM): TBMs shall be installed by the Contractor 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 surveyor licensed in State of Louisiana. The TBMs shall be shown on the plan view drawings.
- 2.2.2 Shoreline Protection Baseline: The survey baseline for the articulated concrete matting shall be surveyed and staked at all points of inflection and intersections with the sections described in 2.2.3. The baseline is shown on the plan view drawings. The baseline may be revised by the Engineer after review of the pre-construction surveys. The drawings shall be revised with an adjusted baseline for the Contractor. The revised drawings shall show the baseline offset from the previous baseline at every 100 foot station and at every point of inflection. The shoreline protection along the North-South Canal does not require a baseline.
- 2.2.3 Shoreline Protection Transects: Transects at 100 foot maximum spacing along the baseline shall be surveyed from the baseline to a minimum of 100 feet toward the marsh interior and 50 feet toward East Cote Blanche Bay with points surveyed at a maximum of 10 foot intervals. All points of inflection of the proposed concrete mat alignment shall be surveyed and staked. The shoreline protection along the North-South Canal shall be surveyed and staked along four transects with even spacing between transects.

The Contractor shall develop drawings which show the cross sections and plan views of the shoreline, articulated concrete mats, and access and flotation channels. Elevations, coordinates, lines, and grades for each of these features shall all be shown on the drawings. Contour elevations at one foot intervals in NAVD88 shall also be shown on all plan view drawings.

The Contractor shall also determine the projected quantities of mats, geotextile fabric, excavation and embankment. The quantities of mats and excavation and embankment shall be calculated using a method that is approved by the Engineer, such as the average end area or through surface comparisons in AutoCAD Civil 3D. The projected quantities of mats shall be calculated in square yards.

- 2.2.4 Excavation and Embankment: A topographic survey shall be performed on the Timber Mats, Gap "N", Rock Plug, and the Earthen Plugs. A minimum of three sections with a maximum spacing of 20 foot shall be surveyed for each feature and include, but not limited to, the crests, waterline, crest extents, and base of the feature.
- 2.3 Process Surveys: The articulated concrete mats shall be surveyed during construction as follows:
 - 2.3.1 Containment Dike Repairs: The repaired containment dikes shall be surveyed 7 days after the final lift of material has been placed on each of the reaches shown in the Plans. The crown and toes of the repaired containment shall be surveyed at 100-foot intervals along the baseline as shown on the Plans. Points of inflection along the containment dike alignment shall also be surveyed. The ENGINEER shall determine if modification or acceptance is granted based on these surveys. Those portions of dikes which are impacted during construction must also be resurveyed.
- 2.4 As-Built Surveys: The articulated concrete mats, the timber mat removal, gap "N" degradation, and earthen plug degradation 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.
 - 2.4.1 Articulated Concrete Mats: The final survey for the articulated concrete mats on reaches that are accepted by the Engineer shall be incorporated into the As-Built Survey.
 - 2.4.2 Timber Mat Removal: The gap in the containment dike created by removal of the Timber Mats shall be surveyed. A minimum of five (5) evenly-spaced sections shall be surveyed along the existing containment dike alignment and extending a minimum of 50 feet from the dike centerline.
 - 2.4.3 Earthen Plug Degradement: The Earthen Plugs, Gap "N", and Rock Plug shall be surveyed as specified in 2.2.5 and incorporated into the As-Built Survey.
- 2.5 Deliverables: The Pre-Construction, Process, and As-Built Surveys shall be stamped by a professional surveyor 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 copies shall be provided on 11" X 17" paper and one 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 copies shall be provided on 11" X 17" paper and one 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 copies shall be provided on 11" X 17" paper and one 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:

- 2.5.1 Point number;
 - 2.5.2 Northing (NAD 83 US. FT.);
 - 2.5.3 Easting (NAD 83 US. FT.);
 - 2.5.4 Elevation (NAVD 88 FT.);
 - 2.5.5 Description.
- 2.6 Measurement and Payment: Once the contractor has completed the required Pre-Construction Surveys and provided the deliverables as specified in Section 2.5 of this specification, the Contractor shall be paid sixty percent (60%) of the contract lump sum price for Bid Item 2, "Construction Surveys." Price and payment for this item shall constitute full compensation for all materials, labor, supplies, and equipment required to perform the pre-construction surveys. The remaining forty percent (40%) will be paid upon acceptance of the as-built surveys and final acceptance of the project.

TS-3 ACCESS AND FLOTATION DREDGING & PLUG REMOVAL

- 3.1 Scope: The Contractor shall furnish all materials, labor, and equipment necessary to construct the access and flotation channels through removal and placement of dredged material and temporary removal of a rock plug. Excavated material shall be used as fill for a containment dike breach repair, fill for the staging area, and creation of intertidal marsh. The limits of work shall conform to the lines and grades shown on the project Plans. The channels shall be maintained in a useable configuration throughout the duration of the Work at the expense of the Contractor.
- 3.2 Method: The access and flotation channels shall be mechanically excavated using a bucket dredge, barge mounted track hoe, amphibious excavator, or approved equal. The Contractor shall use any environmentally acceptable method that will complete the Work in accordance with the Plans. The Contractor shall provide the method and equipment intended to be used to complete dredging of access and flotation channels in the Work Plan. Equipment required to remove the rock plug may be transported in close proximity of the southern extent of the rock plug in order to access the East-West Canal to perform the Work. The North-South Canal shall be the only access corridor during replacement of the rock plug. The contractor may propose an alternative means of access to the project feature which lays within the access corridors of the Plans. The Contractors' alternative is subject to the approval by the Engineer, and shall be submitted in the Work Plan.
- 3.3 Dredging Limits: The limits of excavation shall conform to the lines, grades and slopes specified in the Plans and all permits. It shall be the responsibility of the Contractor to obtain a permit modification and prior approval from the Engineer in order to enlarge or relocate the proposed channels. The Contractor shall also obtain and submit to the Engineer a letter of no objection from any pipeline company for the proposed excavation inside their right-of-way. Material removed from the rock plug shall be placed in the areas specified on the Plans. Additional material may be excavated beneath the existing rock plug to satisfy draft requirements. Dredging of the North-South Canal shall be strictly limited to wheel-washing or minor dredging to allow direct access to the Rock Plug. This dredging shall be permitted, with approval of the ENGINEER, if found compliant with the necessary consistency permit for the original construction of the project. The material dredged from the North-South Canal shall not be used as fill or a borrow source.
- 3.4 East-West Canal Material Placement: The material dredged from the East-West Canal shall be placed in accordance with the lines, grades, and elevations shown in the Plans.
- 3.4.1 East-West Canal Placement: The material shall be placed within the banks of the East-West Canal with 40 ft. minimum separation between the dredged channel and the placement area. Dredged material shall not be placed on existing emergent marsh or vegetation and shall be within the East-West Canal banklines. The material may be "side-casted" for the entire length of the East-West Canal.
- 3.4.2 Staging Area Placement: Material excavated from the East-West Canal may be used as fill for the Staging Area, as shown in the Plans. The Contractor shall degrade the staging area to existing marsh elevation prior to demobilization.
- 3.4.3 North-South Canal Shoreline Protection Placement: Excavated material from the East-West Canal may be used as fill for the shoreline protection along the North-South Canal

near the Rock Plug. Payment for this placement shall be through Bid Item 8 and specified in TS-8 of these specifications.

- 3.5 Rock Plug Material Placement: Excavated material from the rock plug must be replaced to the lines, grades, and elevations surveyed during the Pre-Construction Surveys. Material lost during removal and replacement of the rock plug shall be replaced with material dredged from the East-West Canal.
- 3.6 Maintenance: The access and flotation channels and constructed rock plug gap shall be maintained according to the dimensions shown on the Plans throughout construction as needed to provide access for construction equipment.
- 3.7 Measurement and Payment: Once the contractor has completed access dredging to the eastern extent of the East-West Canal shown on the plans, the Contractor shall be paid sixty percent (60%) of the contract lump sum price for Bid Item 3, "Access and Flotation Dredging & Plug Removal". Price and payment for this item shall constitute full compensation for all materials, labor, supplies and equipment required for dredging the access and flotation channels and maintaining dredged channels to the required elevation for the duration of construction. Material placed in the staging area and East-West Canal Placement shall be included in this payment. The remaining forty percent (40%) will be paid upon the successful completion of the project and replacement of the rock plug. No additional payment will be made for re-dredging or maintenance of access or flotation channels. Payment for this item will be made at the contract lump sum price for Bid Item No. 3, "Access and Flotation Dredging & Plug Removal". All required maintenance of the access and flotation channels shall be performed at no direct pay.

TS-4 TIMBER MAT REMOVAL

- 4.1 Scope: The Contractor shall furnish all materials, labor, and equipment necessary to remove a series of Timber Mats driven to reinforce a containment dike breach that occurred during initial construction. The remnant containment dike in the vicinity of the Timber Mats shall be degraded as specified in the Plans. The limits of work shall conform to the boundaries and specifications shown on the project Plans.
- 4.2 Method: The mats shall be removed using amphibious excavators or approved equal. The Contractor shall use an environmentally acceptable method that will complete the Work in accordance with the Plans. The Contractor shall provide the method and equipment intended to be used to remove the mats in the Work Plan.
- 4.3 Materials: The timber mats, with dimensions specified in the Plans, are to be removed and disposed at an approved location provided in the Work Plan.
- 4.4 Removal: The mats have degenerated due to weathering. Therefore, the following actions are to be taken in the event of a mat breaking during removal.
- 4.4.1 Fracture above Grade: Material may be excavated to the limits specified in the Plans and removal is to be reattempted. If the mat fractures again, see section 4.4.2.
- 4.4.2 Fracture below Grade: Material may be excavated to the limits specified in the Plans and the exposed portion of the Timber Mat shall be cut to excavated grade.
- 4.4.3 Pit Fill: The hole created by removal of the timber mats shall be filled with the excavated material or containment dike material until the final grade elevation is obtained as shown in the Plans.
- 4.5 Transport: The removed mats shall be transported to the North-South Canal within the boundaries specified with the Plans. The Contractor shall minimize the amount of "trips" between the Project Site and the North-South Canal to minimize impacts on existing marsh.
- 4.6 Finish Grading: The remaining containment dike shall be degraded to the lines, grades, and elevation specified in the Plans, or as instructed by the L.D.W.F Inspector. The Contractor shall be responsible for repairing impacts due to construction which are deemed "excessive" by the Engineer or Owner, at no direct pay.
- 4.7 Payment: Payment for Timber Mat Removal will be made at the Lump Sum for Bid Item No. 4, "Timber Mat Removal" Payment for this bid item will be made after final acceptance of the As-Built Drawings. Payment for this item shall constitute full compensation for all materials, labor, supplies and equipment required for Timber Mat Removal as shown on the plans.

TS-5 EARTHEN PLUG & GAP DEGRADEMENT

- 5.1 Scope: The Contractor shall furnish all materials, labor, and equipment necessary to degrade four (4) Earthen Plugs and one (1) Containment Dike Gap (Gap "N"). The limits of work shall conform to the boundaries and specifications shown on the project Plans. The Contractor is instructed to contact the Louisiana Department of Wildlife and Fisheries seven (7) days in advance so that an Inspector may be present for degradation activities. The Louisiana Dept. of Wildlife and Fisheries Inspector shall have the authority of the Engineer in determining the exact location and amount of degradation.
- 5.2 Method: The plugs shall be degraded using amphibious excavators, or approved equal. The Contractor shall use an environmentally acceptable method that will complete the Work in accordance with the Plans. The Contractor shall provide the method and equipment intended to be used to degrade the plugs and dikes in the Work Plan.
- 5.3 Materials: The material excavated during degradation shall be placed in the designated areas shown in the Plans. The placed material shall follow the lines, grades, and elevations specified in the Plans.
- 5.4 Access: The earthen plugs shall only be accessed through the designated corridors shown on the Plans.
- 5.4.1 Gap "N" Degradement: Access to Gap "N" shall only be allowed within the haul route limits defined in the Plans for Timber Mat Removal.
- 5.4.2 Earthen Plug Degradement: The Eastern Earthen Plugs shall only be accessed through Hawkins Bayou, Hawkins Lake, and the shallow channels on which the earthen plugs are located on the Plans. The Western Earthen Plugs shall only be accessed through Hawkins Bayou, Hawkins Lake, and North-South Canal 2. Access to these Work Sites overland is strictly prohibited. The Contractor shall degrade the southern-most plugs before degrading the northern plugs.
- 5.5 Payment: Payment for Earthen Plug and Dike Degradement will be made at the Lump Sum for Bid Item No. 5, "Earthen Plug & Dike Degradement". Payment for this bid item will be made after final acceptance of the As-Built Drawings. Payment for this item shall constitute full compensation for all materials, labor, supplies and equipment required to degrade the plugs and dikes as shown on the plans.

TS-6 ARTICULATED CONCRETE MATS (SHORELINE PROTECTION)

- 6.1 Scope: The Contractor shall furnish all materials, labor, and equipment necessary to install articulated concrete mats over the existing and repaired containment dikes. In addition to the installation of the articulated concrete mats, the contractor must supply the spreader bar for which articulated concrete mats may be handled. The limits of work shall conform to the lines and grades shown on the project Plans.
- 6.2 Installation Method: The articulated concrete mats may be placed using amphibious excavators, or approved equal. The Contractor shall use any environmentally acceptable method that will complete the Work in accordance with the Plans. The Contractor shall provide the method and equipment intended to be used to place the mats in the Work Plan.
- 6.3 Materials: Concrete for wet-cast/cast-in-place mats shall be Class R conforming to LaDOTD Manual Section 901. Cellular Concrete Revetment blocks shall conform to LaDOTD Manual Subsection 1004.04. Mat elements shall be capable of being field cut without causing adjacent elements to separate from the mat. Anchoring will be in accordance with manufacturer's recommendation. Mats shall be connected by stainless steel cables or ultraviolet stabilized copolymer extracted fiber rope, having a minimum tensile strength of 9,500 lbs., embedded in the mat. All metal cables or connectors shall be stainless steel or ultraviolet stabilized rope. Elements below water will not require connection. The matting shall adhere to the following specifications:
- 6.3.1 Minimum Dimensions: As Specified on the Plans
 - 6.3.2 Minimum Thickness: 9.0"
 - 6.3.3 Minimum Concrete Strength: 4,000 psi
 - 6.3.4 Maximum Allowable Voids: 10%
 - 6.3.5 Minimum Concrete Density: 145 lbs./c.f.

The contractor shall submit to the Engineer the concrete mat specifications prior to installation.

- 6.4 Construction: All articulated concrete mats shall be prefabricated as an assembly of concrete blocks, with specific hydraulic capabilities, bound into 8 ft. by 20 ft. mats with revetment cables. Articulated concrete mats shall be delivered to the project site pre-assembled.
- 6.4.1 Concrete Blocks: All articulated concrete block/mats shall be staggered, beveled, and interlocked for enhanced stability. The cell blocks shall have two ducts and with sufficient wall thickness to resist breakage during shipping and installation. The mats shall be constructed cell blocks as shown on the Plans. Parallel strands of cable, or approved equal, shall extend through openings in each block in a manner which provides for longitudinal binding of the blocks within the mats. Each row of blocks shall not laterally offset by more than one-half block width from the adjacent row so that any block is cabled to four other blocks. Therefore, six adjacent blocks shall surround each block.
- 6.4.2 Visual Inspection: All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or performance of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in transport, shall not be deemed grounds for rejection. Blocks rejected prior to delivery from the point of

manufacture shall be replaced at the manufacturer's expense. Blocks rejected at the project site shall be repaired with structural grout at the contractor's expense.

- 6.5 Installation: The articulated concrete mats shall be placed on the geotextile fabric in such a manner as to produce a smooth planar surface in intimate contact with the geotextile fabric. No individual block within the plane of the placed articulated concrete mats shall protrude more than one-half inch. Mats are to be overlaid at points of inflection along the containment dike. The open areas in the articulated concrete mats shall be filled with excavated material to assure that voids are filled and the geotextile fabric is "flush" with the articulated concrete mats.
- 6.6 Measurement: The articulated concrete mats shall be measured by surface area of coverage. The surface area shall be calculated by multiplying the length and width of each mat that is installed. The length and width shall be obtained by measuring from the center of the corner block to the center of the block on the opposite corner. Design quantities shall be adjusted if the Engineer makes changes to adjust for field conditions, if plan errors are proven, or if design changes are made.
- 6.7 Payment: Payment for the accepted mats will be made at the contract unit price for Bid Item No. 6, "Articulated Concrete Mats", per Square Yard (S.Y.). Payment for this bid item will be made after final acceptance of the As-Built Drawings. Price and payment for this item shall constitute full compensation for all materials, labor, supplies and equipment required for placement of Articulated Concrete Mats as shown on the Plans.

TS-7 WOVEN GEOTEXTILE FABRIC (SHORELINE PROTECTION)

- 7.1 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 articulated concrete mats are completed and accepted, as specified herein and on the plans.
- 7.2 Materials: The material shall be a woven geotextile consisting only of long chain polymetric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and throughout the design service life. At least eighty-five (85) percent, by weight, of the material shall be polypropylenes, polyesters, polyamides, polyethylene, or polyolefins. The geotextile shall be free of any treatment or coating which might adversely alter the geotextile's hydraulic or physical properties after installation. When required, the geotextile fabric shall contain stabilizers and/or inhibitors added to the base material to make filaments resistant to deterioration due to ultraviolet light and/or heat exposure. The edges of the geotextile shall be selvaged. The geotextile shall be free from defects and tears and shall meet or exceed the physical property requirements listed in the table below. 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 resistant to deterioration due to ultraviolet light and/or heat exposure.

MINIMUM PHYSICAL PROPERTY REQUIREMENTS FOR WOVEN GEOTEXTILE FABRIC

Physical Property	Test Method	Geotextile Requirements
* Wide Width Tensile Strength (lb./ft.)	ASTM D4595	4800 (lb/ft) minimum, in direction perpendicular to centerline
** Seam Strength, (lb./ft.)	ASTM D 4884	2400 (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 lb. 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 than U. S. standard sieve size number 30
Water Permittivity, (sec -1)	ASTM D 4491	.15 minimum
Flow Rate, (gpm/ft ²)	ASTM 4491	minimum of 10 gpm/ft ² and a maximum of 50 gpm/ft ²
Trapezoid Tear Strength, (lb.)	ASTM D 4533	220 lb. minimum

(*) Value represents minimum average roll value (MARV) in the direction perpendicular to the centerline of the new geotextile 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.

- 7.3 Shipment and Storage: The geotextile shall be shipped/transported and maintained in a protective cover prior to placement. During all periods of shipment and storage, the geotextile shall be protected from moisture, dust, debris, ultraviolet light, and other contaminants. Each geotextile roll shall be labeled or tagged with the manufacturer's name, date of manufacture, batch number, and name of product.
- 7.4 Seams and End Laps: A woven geotextile panel shall consist of multiple geotextile strips sewn together at the factory for as large a panel area as manageable. All geotextile panel seams shall be sewn at the factory using a double row, "butterfly" two-thread ("401") chain stitch. Each row of stitching shall be located a minimum of two (2) inches from the geotextile edge. The sewing shall consist of two parallel stitched rows at a minimum spacing of one (1) inch. The panel width must cover the minimum structure width shown on the plans and shall overlap the structure edge a minimum of one (1) foot and a maximum of three (3) feet on each side. No payment will be made for material placed outside of the maximum edge overlap stated above. Each geotextile panel end lap shall be overlapped a minimum of five (5) feet to provide the area coverage shown on the plans. In areas deemed necessary by the engineer, the geotextile shall be overlapped a minimum of ten (10) feet or as directed by engineer.
- 7.5 Installation: The woven geotextile fabric shall be placed in a perpendicular direction with respect to the centerline under the articulated concrete mats at the specified locations, and to the lines and grades shown on the Plans. The Contractor shall prepare the surface to receive the geotextile, insuring the surface is relatively smooth and free of obstructions, depressions, debris, soft or low density pockets of material, and vegetation, which could damage the geotextile during placement. At the time of installation, the geotextile shall be rejected if defects, rips, holes, flaws, deterioration, or damage incur during manufacture, transportation, or storage. The geotextile shall be protected at all times during construction to insure the geotextile's original chemical and physical properties are unchanged. Work shall be scheduled so that the geotextile 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. All wrinkles and sags shall be stretched out immediately before concrete mats are placed on the geotextile. The geotextile shall be protected from damage during placement of concrete mats. Before placement of the concrete mats, the Contractor shall demonstrate the mat placement will not damage the geotextile. Any geotextile rejected or damaged shall be replaced by the Contractor at no additional cost to the Owner. The Contractor shall also submit a geotextile panel placement plan for the site and the corresponding factory sewn panel dimensions. The Contractor shall allow the Engineer a minimum of seven days for review and approval of the placement plan, prior to geotextile fabrication.

- 7.6 Submittals: Contractor submittals shall also include a plan of geotextile placement for each site and the corresponding factory sewn panel dimensions. This submittal shall allow the Engineer a minimum of seven-day approval review prior to geotextile fabrication. After placement of articulated concrete mats over the geotextile, any geotextile that extends past the limits of the rock and is above the normal water level shall be cut off. The cut off pieces of material shall be removed from the job site and the contractor shall insure that they are disposed of properly.
- 7.7 Acceptance: All brands of geotextile and all seams used in construction will be accepted on the following basis. At least thirty (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. 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 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 three (3) foot by three (3) foot sample of each geotextile to be used. If seams are used, an additional three (3) foot by three (3) foot sample containing a seam in the center of the geotextile sample shall be submitted.
- 7.8 Measurement and Payment: Payment for this item will be made at the contract unit price per Square Yard (S.Y.) for Bid Item No. 7, "Woven Geotextile Fabric." The woven geotextile will be measured in place to the nearest square yard, as delineated on the plans. Overlaps will be measured as a single layer. Payment for this bid item will be made after final acceptance of the As-Built Drawings. 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. No payment shall be made for geotextile that is rejected or damaged due to Contractor fault or negligence.

TS-8 CONTAINMENT DIKE REPAIR (SHORELINE PROTECTION)

- 8.1 Scope: The work provided herein consists of furnishing all labor, material, equipment, and performance of all operations required for excavating in-situ earthen material to repair existing containment dikes to the lines, grades, and elevations shown on the Plans.
- 8.2 Material: Material shall only be taken from the borrow areas designated in the Plans for use in containment dike repair. This material may only be excavated within the remnant borrow canal adjacent to the existing containment dike or excavated from the East-West Canal. The lines, grade, and elevation limits of excavation are specified in the Plans. "Wet" material excavated shall be placed in an acceptable manner as to de-water the material. Material shall be spread, dried, and compacted prior to installation of geotextile fabric and articulated concrete matting.
- 8.3 Construction: All project features shall be constructed with the use of an amphibious excavator, or approved equivalent. Material excavated from the remnant borrow canal or the East-West Canal shall be placed to the lines, grades, and elevations as specified in the Plans. Reconstructed segments of containment dike shall be undisturbed for a minimum of 7 days. Reconstructed segments with crown elevations less than +4.0' (NAVD88) shall be elevated with additional material to a +5.0' (NAVD88). An additional 7 days shall be observed and the re-elevated containment dike shall be re-surveyed before placement of geotextile fabric and articulated concrete matting.
- 8.4 Access: Equipment shall be transported through the East-West Canal and deployed within the boundaries defined in the Plans. Areas with navigable depths shall not be impaired except as allowed by applicable laws or regulations. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the depths in the vicinity of the Project Site.
- 8.5 Measurement: The measurements of quantities for Containment Dike Repair will be based upon the net-section volume of material placed to repair the dike. Measurement for payment shall be based on the volume of material placed on the dikes. The quantities for payment shall be computed by average-end area method by comparing pre-construction and process survey data. Process surveys shall be performed a minimum of 7 days after final lift of material. See sections 2.2 and 2.3 of TS-2 for survey details.
- 8.6 Payment: Payment for the accepted quantities will be made at the contract unit price per Cubic Yard (C.Y.) for Bid Item No. 8 "Containment Dike Repair" Price and payment shall constitute full compensation for providing all labor, material, and equipment in order to perform all operations necessary for the complete and satisfactory repair of the containment dikes.

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: CLARIFICATION, CHANGE ORDERS, AND ACCEPTANCE FORMS

ATTACHMENT A1

EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION MAINTNENANCE EVENT
(TV-21)

Interpretation or Clarification by Engineer
Number (____)

DATE:

SUBJECT:

SUMMARY OF MATTER BY CONTRACTOR

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

ATTACHMENT A2

CHANGE ORDER NO. # _____

OWNER: State of Louisiana, Coastal Protection and Restoration Authority
CONTRACTOR: _____
PROJECT: East Marsh Island Marsh Creation (TV-21) Post-Construction Maintenance Event
FILE NO: _____
PURCHASE ORDER NO: _____
ENGINEER: CPRA and T. Baker Smith, LLC.

The following changes are hereby proposed to 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 Orders	\$	Net Increase (Decrease) of this Change Order (Days)	
Contract Price with this Change Order	\$	Contract Time with this Change Order (Calendar Days)	

RECOMMENDED:

By: _____
 Engineer

Date: _____

RECOMMENDED:

By: _____
 CPRA Construction Manager

Date: _____

ACCEPTED:

By: _____
 Contractor

Date: _____

ATTACHMENT A3

**EAST MARSH ISLAND MARSH CREATION (TV-21) POST-CONSTRUCTION
MAINTENANCE EVENT**

FILE NO: _____, PURCHASE ORDER NO: _____

SUMMARY OF CHANGE ORDER NO. _____

Item No.	Description	Unit	Original Quantity	Adjusted Quantity	Unit Price	Amount Overrun	Amount Underrun
Total Amount Overrun:							\$
Total Amount Underrun:							\$
Net Increase (Decrease) of this Change Order							\$

JUSTIFICATION:

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

ATTACHMENT A4

NOT FOR RECORDATION PURPOSES

RECOMMENDATION OF ACCEPTANCE

TO: Coastal Protection and Restoration Authority
450 Laurel Street, Suite 1501
Baton Rouge, LA 70801

From: _____

Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: _____

SITE CODE: _____ STATE ID: _____ CFMS: _____

CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

DATE OF ACCPETANCE: _____

CONTRACT DATE OF COMPLETION: _____

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

LIQUIDATED DAMAGES PER DAY AS STIPULATED IN CONTRACT \$ _____

VALUE OF PUNCH LIST \$ _____
(Attach Punch List)

Signed: _____
Designer

FOR USE OF PROJECT MANGER

Signed: _____
Project Manager

NOT FOR RECORDATION PURPOSES

APPENDIX B: LANDRIGHTS MEMORANDUM

BOBBY JINDAL
GOVERNOR



SCOTT A. ANGELLE
SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF THE SECRETARY

October 31, 2008

Mr. Robert J. Barham, Secretary
Department of Wildlife and Fisheries
Post Office Box 98000
Baton Rouge, La. 70898-9000

RE: Letter Agreement
East Marsh Island Marsh Creation Project TV-21
Iberia Parish, Louisiana

Dear Mr. Barham:

When accepted by you, this letter shall constitute an agreement (the Agreement) by and between the Louisiana Department of Natural Resources (DNR) and the Louisiana Department of Wildlife and Fisheries (DWF) whereby DWF authorizes DNR and its assigns to conduct construction, maintenance and monitoring operations for the East Marsh Island Marsh Creation Project TV-21 (Project) being a portion of the Marsh Island Wildlife Refuge (Refuge) as shown on Exhibit A, attached hereto, and made a part hereof.

DWF has no objection to DNR, or its assigns, proceeding with the proposed Project for the purposes authorized by Federal (16 U.S.C. 3951, et seq.) and State (R.S. 49:213-214) law within the Project area shown on Exhibit A, and pursuant to the Project Summary on Exhibit B, also attached hereto and made a part hereof, provided, however, that DNR complies with the following stipulations:

1. DNR shall abide by the Refuge visitor regulations as set forth in the attached Exhibit B, unless otherwise agreed to by DWF.
2. This Agreement pertains to the easternmost portion(s) of the Refuge, as shown on Exhibit A. DNR shall be aware that they are operating on Marsh Island Wildlife Refuge donated to the state by the Russell Sage Foundation and shall abide by the Deed of Donation, as amended, and attached hereto as Exhibit C.
3. Prior to any activities on the Refuge, DNR shall contact Mr. Michael Carloss, or his assign(s) (Program Manager), at (337) 373-0032 to coordinate Project details. In the event any change or condition should develop that affects the Refuge and that would affect DNR's ability to perform the activities granted under this Agreement, DWF and DNR agree to contact each other. Detailed contact information for both DWF and DNR is set forth in the attached Exhibit D.

Post Office Box 94396 • Baton Rouge, Louisiana 70804-9396
617 North Third Street • 12th Floor • Suite 1240 • Baton Rouge, Louisiana 70802
(225) 342-2710 • Fax (225) 342-5861 • <http://www.dnr.state.la.us>
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East Marsh Island Marsh Creation Project TV-21
DWF Letter Agreement

Page 2

4. All equipment and routes shall be approved by the Program Manager or his assigns.
5. No activities will be allowed within 1500 feet of nesting bird colonies unless approved by the Program Manager or his assigns.
6. It shall be the responsibility of DNR to repair any damages which may occur as a result of the Project.
7. DNR agrees to defend, indemnify and hold DWF harmless from and against any and all claims, demands, expense 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 the proposed Project.
8. No activities will be allowed during waterfowl over-wintering seasons unless approved by DWF.
9. This agreement allows DNR to make minor modifications to the Project, but only insofar as changes pertain to materials for project features and minor changes to project features locations, as may be deemed necessary to fully and properly implement and maintain the Project. Further, DNR will notify DWF of such modifications and allow DWF to comment on the modifications prior to the implementation of such modifications, and shall, when practicable, consider and include any comments by DWF. DWF and DNR acknowledge that DWF shall make all determinations for access to and production from mineral leases within the project area, including, if necessary, modifications to project structures which will be made at the sole expense of the mineral lease holder, and which will be designed by DWF and lease holder in a manner which will not compromise the integrity of the project.
10. DNR is responsible for all maintenance and repair of all project features. In the event DWF notifies DNR that project features require maintenance or repair, DNR will provide such maintenance or repair in a time frame that ensures that the objectives of the project are not compromised.
11. DNR will provide a fulltime, on-site construction inspector to ensure compliance with the project plans, specs, and the terms and conditions of this Agreement. If, in the opinion of DWF, DNR's operations conflict with the plans, specs and/or the terms of this Agreement, DWF shall contact DNR, fully describing what is in conflict. DNR will immediately contact the contractor to remedy said conflict. If the conflict is not remedied to DWF's satisfaction within two (2) days, DWF may suspend DNR's operations until such time that conflict can be appropriately addressed and remedied.
12. In the event any change or condition should develop that affects the Refuge and that would affect DNR's ability to perform the activities granted under this Agreement, DWF and DNR agree to contact each other, as set forth in Exhibit E.

East Marsh Island Marsh Creation Project TV-21
DWF Letter Agreement

Page 3


This Agreement shall become effective upon the signature of DWF and shall remain in effect for twenty-five (25) years, unless sooner released by DNR.

DNR may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors in interest, transferees and assigns.

If the foregoing accurately reflects the agreement between DNR and DWF relative to the referenced Project activities on the Refuge, please evidence your approval by signing the three (3) originals and returning the executed originals to this office. The documents will be recorded in the public records of Iberia Parish, and a certified duplicate will be returned to your office upon completion. Thank you for your cooperation in this matter.

Very truly yours,



Scott A. Angelle
Secretary

DEPARTMENT OF NATURAL RESOURCES

WITNESSES:

Virginia C. Reed
Virginia C. Reed
Wendy A. Gray
Wendy A. Gray

ACCEPTED AND APPROVED THIS 17th DAY OF November 2008.

WITNESSES:

Susan G. Falan
Susan G. Falan
Lana A. Ramadas
Lana A. Ramadas

LOUISIANA DEPARTMENT OF WILDLIFE
AND FISHBRIES

By: Robert J. Barham
Robert J. Barham

Title: Secretary

East Marsh Island Marsh Creation Project TV-21
DWF Letter Agreement

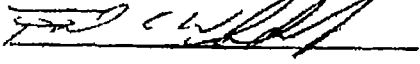
Page 4

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 17th day of November, 2008, personally came and appeared Robert J. Barham, to me known, who declared that he is the Secretary of the Department of Wildlife and Fisheries, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



Print Name: _____
NOTARY PUBLIC

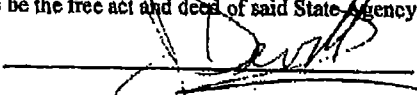
Notary Number: 18042
My commission expires: with life
(SEAL)

FREDERICK C. WHITROCK
Notary Public
State of Louisiana
State Bar Roll #18042
My Commission Expires At Death

STATE OF LOUISIANA


PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 10th day of November, 2008, personally came and appeared Scott A. Angelle, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



Print Name: James J. Devitt III
NOTARY PUBLIC

Notary Number: 8973
My commission expires: with life
(SEAL)

 James J. Devitt, III
Notary No 8973
State of Louisiana
Commissioned for Life

APPENDIX C: GOVERNMENT PERMITS

BOBBY JINDAL
GOVERNOR



STEPHEN CHUSTZ
INTERIM SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT

February 25, 2013

Barry J. Kennedy, P.E.
Project Manager
T. Baker Smith LLC
412 South Van Avenue
Houma, LA 70361

RE: **C20080574 Mod 2**
LDWF
East Marsh Island Marsh Creation CWPPRA Project TV-21; modification to provide erosion control measures to a vulnerable section of the coastline and maintenance dredging of an access canal, **Iberia Parish, Louisiana**

Dear Mr. Kennedy:

The above referenced modification has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1920, as amended. The modification as proposed in the application is consistent with the LCRP. If you have any questions concerning this information request, please contact Brian Marcks of the Consistency Section at (225)342-7939 or 1-800-267-4019.

Sincerely,

A handwritten signature in cursive script that reads "Keith Lovell".

Keith Lovell
Acting Administrator
Interagency Affairs/Field Services Division

KOL/JDH/bgm

Cc: Dave Butler, LDWF
Martin Mayer, COE-NOD
James Miller, Terrebonne Parish
Rod Pierce, CMD FI

Post Office Box 44487 • Baton Rouge, Louisiana 70804-4487
617 North Third Street • 10th Floor • Suite 1078 • Baton Rouge, Louisiana 70802
(225) 342-7591 • Fax (225) 342-9439 • <http://www.dnr.louisiana.gov>

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DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267

REPLY TO
ATTENTION OF:

SUBJECT: MVN-2008-3489-WJJ

FEB 22 2013

Mr. Mike Windham
LA Dept. of Wildlife & Fisheries
2021 Lakeshore Drive Suite 210
New Orleans, Louisiana 70122

Dear Mr. Windham:

This in reference to your permit numbered above for post-construction maintenance to approximately 1000 acres of marsh creation (East Marsh Island Marsh Creation Project), located in Gulf of Mexico, East Cote Blanche Bay, Iberia Parish, Louisiana (29.56061, -91.71033). Specifically, post-construction modification involves: maintenance dredging of an existing oilfield location canal (East-West Canal) to access a vulnerable section of coastline for armoring with articulated concrete mats on top of geotextile fabric; dredged material will be used as fill to repair the existing containment dikes and marsh creation areas, as shown on the attached drawings dated January 16, 2013.

This will be included in your plans for the work authorized by the Secretary of the Army in a permit dated **March 19, 2009**.

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

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

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Sincerely,

Martin S. Mayer
Chief, Regulatory Branch
for
Edward R. Fleming
Colonel, US Army
District Commander

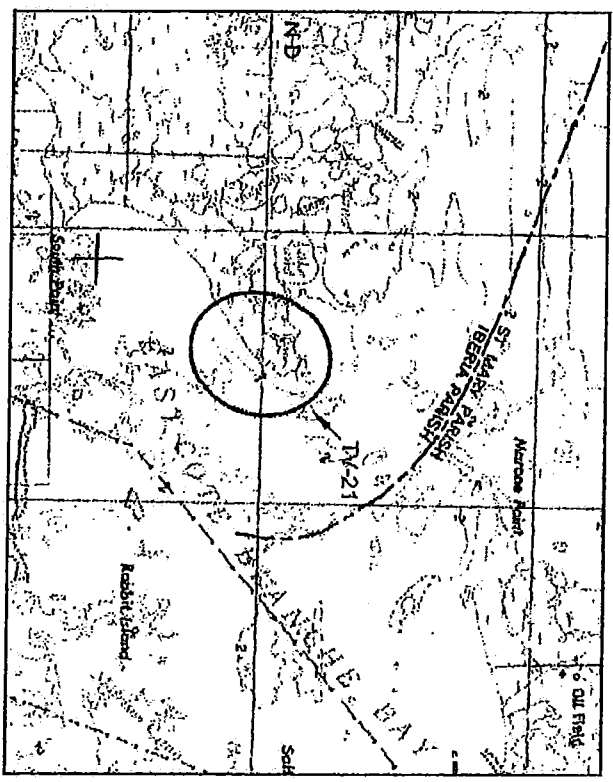
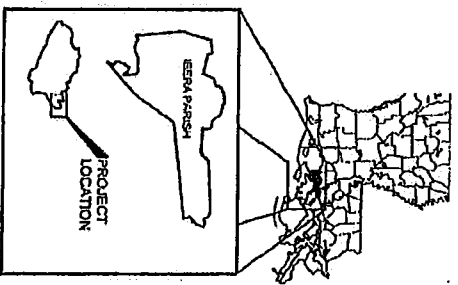
Enclosure



DNRCS



STATE OF LOUISIANA
 COASTAL PROTECTION AND RESTORATION AUTHORITY
 EAST MARSH ISLAND MARSH CREATION
 POST-CONSTRUCTION MAINTENANCE EVENT
 CWPRA PROJECT No. TV-21
 IBERIA PARISH



LICENSE CLASSIFICATION REQUIREMENTS
 MAJOR CLASSIFICATION HEAVY CONSTRUCTION

INDEX TO SHEETS

SHT NO.	DESCRIPTION	TITLE PAGE
1	EAST-WEST CANAL ACCESS LAYOUT	
2	SHORELINE PROTECTION LAYOUT	
3	TYPICAL SECTION A-A	
4	TYPICAL SECTION B-B	

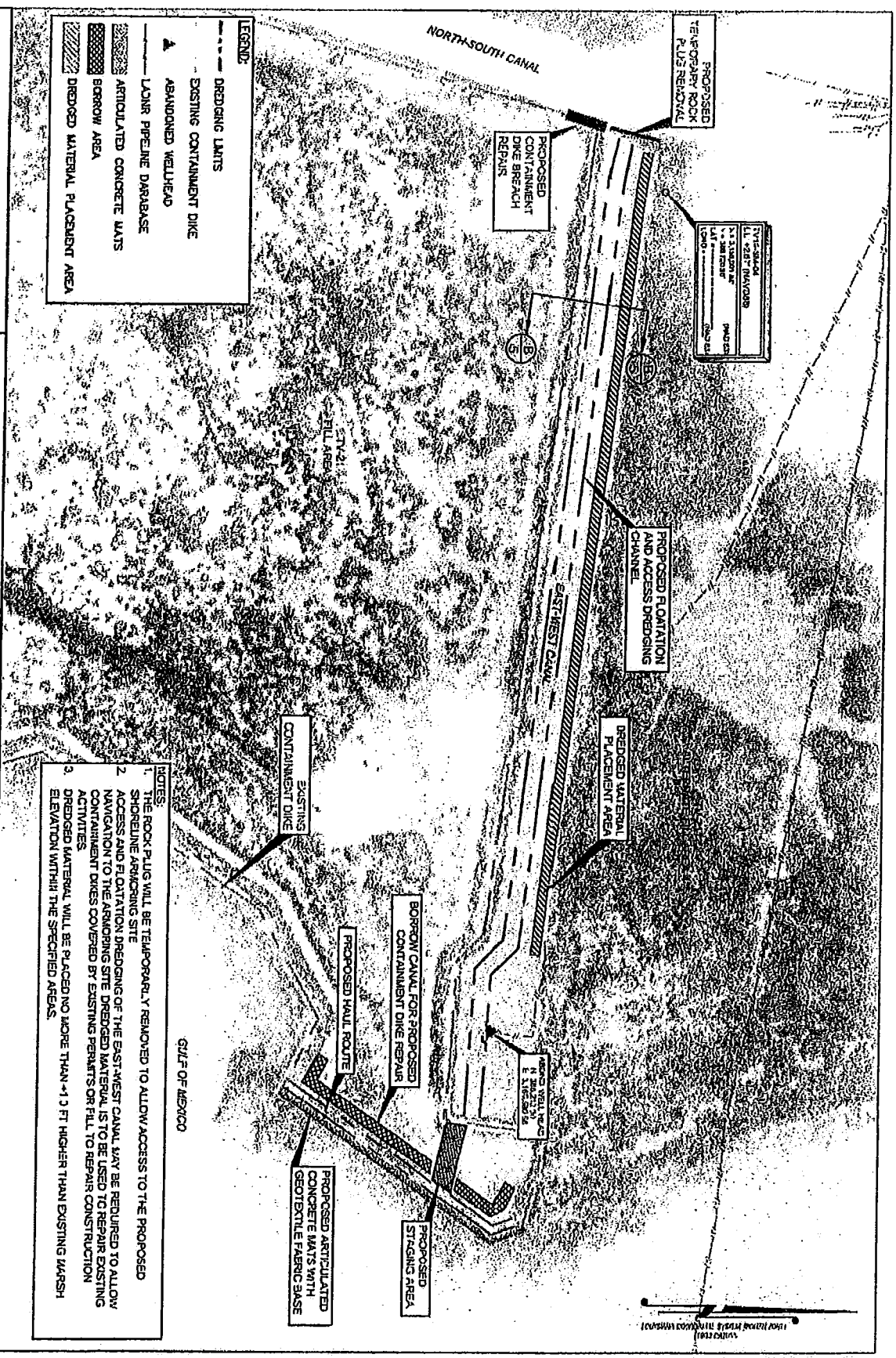
APPLICATION BY
T. BAKER SMITH 18713
 A MEMBER OF A QUALIFIED
 PROFESSIONAL ENGINEERING FIRM
 414 South Main Street, Suite 200
 LARABEE, LOUISIANA 70505

COASTAL PROTECTION AND
 RESTORATION AUTHORITY
 635 CARROLLTON BLVD
 LARABEE, LOUISIANA 70505

EAST MARSH ISLAND MARSH CREATION
 POST-CONSTRUCTION
 MAINTENANCE EVENT

TITLE PAGE

DRAWN BY: KMB	DESIGNED BY: BJK	APPROVED BY: BJK	FEDERAL PROJECT NUMBER: TV-21	DATE: 9/18/13
				SHEET 1 OF 5



APPLICATION BY:
TBS
T. BAKER SMITH | 1513
 A DIVISION OF SOLUTIONS
 1420138 Ave. South, LA 70002
 (504) 835-7800 | www.tbbs.com

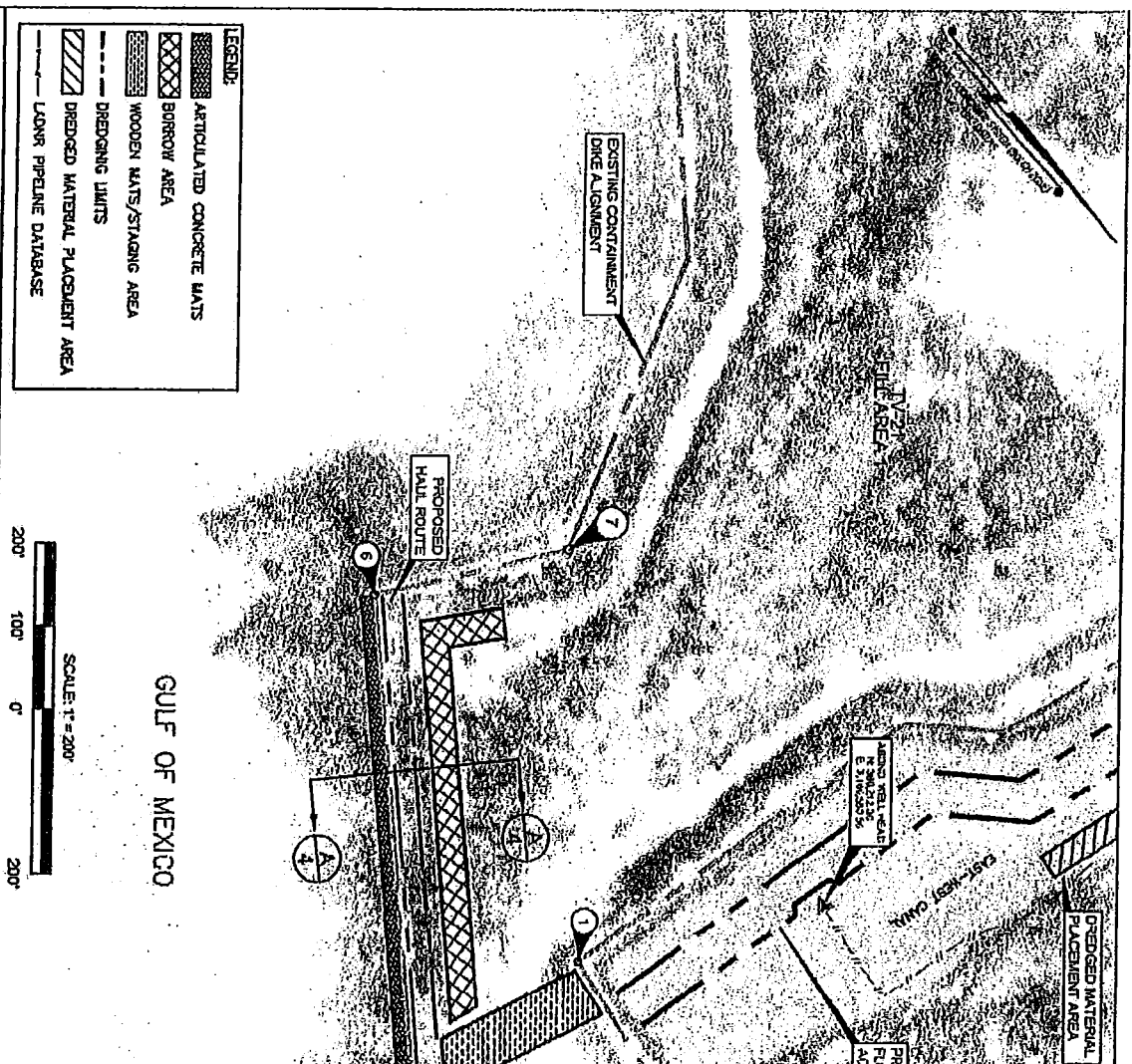
DESIGNED BY: BJK
 APPROVED BY: BJK

COASTAL PROTECTION AND RESTORATION AUTHORITY
 635 CALDWELL BLVD.
 LAFALETTE, LOUISIANA 70506

EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT
 EAST-WEST CANAL ACCESS LAYOUT

DRAWN BY: KMB
 STATE PROJECT NUMBER: TW-21
 FEDERAL PROJECT NUMBER:
 DATE: 11/13/13
 SHEET 2 OF 5

Description	Quantity	Existing	Beating	Length
1	386,075.27	3,160,850.72		304.16
2	386,373.51	3,160,862.56		85.54
3	386,371.03	3,160,978.40		200.88
4	386,317.86	3,161,175.68		406.56
5	386,223.68	3,161,211.22		789.71
6	385,576.61	3,160,758.53		226.98
7	385,882.53	3,160,544.87		



- NOTES**
1. ALL ADS TO CONSTRUCTION SHALL BE REMOVED PRIOR TO DEMOBILIZATION.
 2. BORROW CANAL AND/OR EAST-WEST CANAL DREDGED MATERIAL MAY BE USED TO ELEVATE STAGING AREA TO EXISTING MARSH ELEVATION.
 3. ARTICULATED CONCRETE MATS WILL BE PLACED UPON GEOTEXTILE FABRIC COVERING THE GULFWARD SIDE OF THE REPAIRED CONTAINMENT DIKE.
 4. A HALT ROUTE MAY BE USED BY THE CONTRACTOR TO TRANSPORT CONSTRUCTION MATERIAL AND MUST BE REPAIRED PRIOR TO DEMOBILIZATION.

APPLICATION BY:
T. BAKER SMITH
 A REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12073
 14300 W. BRADSHAW BLVD.
 SUITE 100
 LAS VEGAS, NV 89130

DESIGNED BY: **BAK**
 APPROVED BY: **BAK**

COASTAL PROTECTION AND RESTORATION AUTHORITY
 639 CALUMBOKE BLVD.
 LAFAYETTE, LOUISIANA 70505

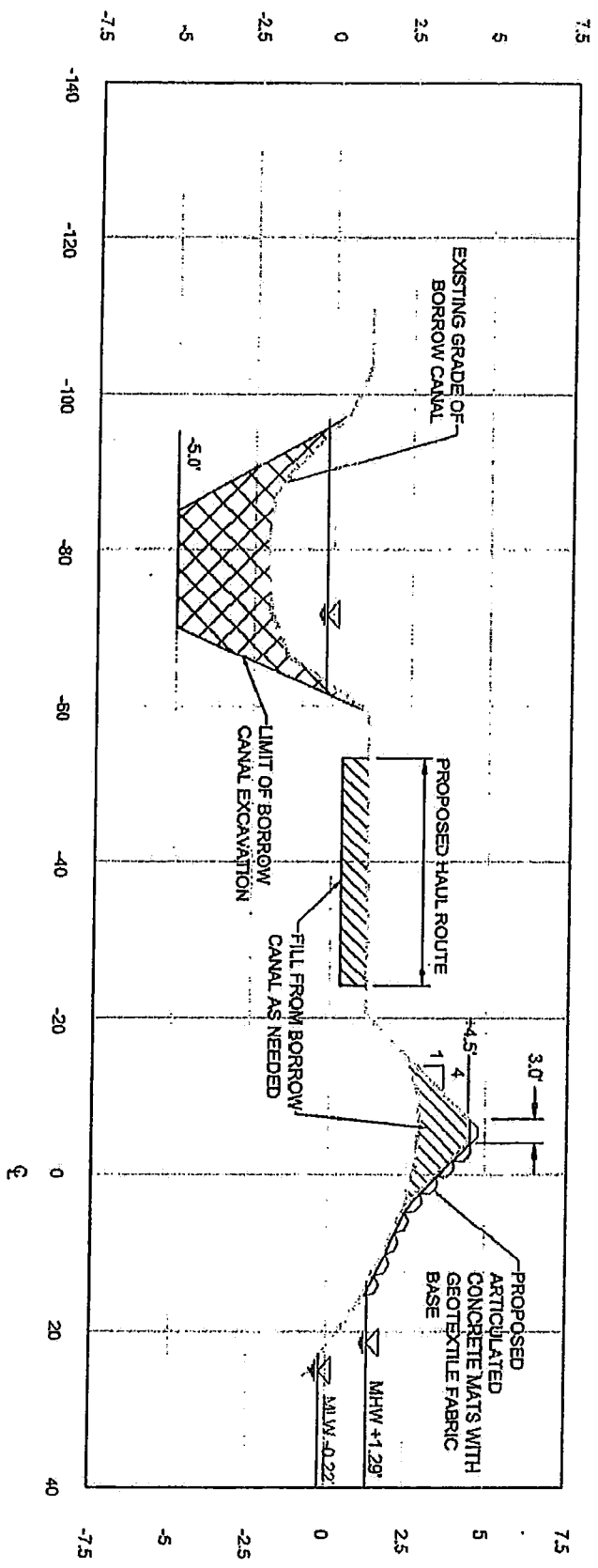
EAST MARSH ISLAND MARSH CREATION
 POST-CONSTRUCTION
 MAINTENANCE EVENT

STATE PROJECT NUMBER: 71-21
 FEDERAL PROJECT NUMBER:

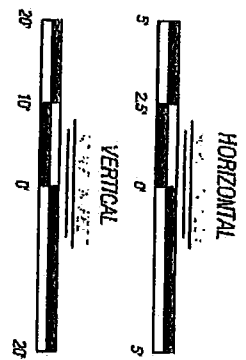
SHORELINE PROTECTION
 LAYOUT

DATE: 11/8/13
 SHEET 3 OF 5

DRAWN BY: **KAB**



TYPICAL SECTION A-A



LEGEND	
	FILL
	BORROW MATERIAL
	PROPOSED GRADE
	EXISTING GROUND

- ARTICULATED CONCRETE MATS NOTES**
1. GEOTEXTILE FABRIC SHALL BE PLACED ALONG THE GUARDRAIL SIDE OF THE REPAIRED CONTAINMENT DIKE AND MARSH.
 2. ARTICULATED CONCRETE MATS WILL BE PLACED FROM THE CREST OF THE REPAIRED CONTAINMENT DIKE OUT TO ONE MAT LENGTH TOWARDS THE SLOPE OF REPAIR.
 3. MATS WILL BE CONNECTED AND OVERLAPPED AT POINTS OF INFLECTION.

- NOTES**
1. TYPICAL SECTION EXISTING FEATURES ARE NOT BASED ON SURVEYED DATA.
 2. MATERIAL EXCAVATED FROM BORROW CANAL MAY BE USED FOR HAUL ROUTE CONSTRUCTION AND CONTAINMENT DIKE REPAIR.

APPLICATION BY:

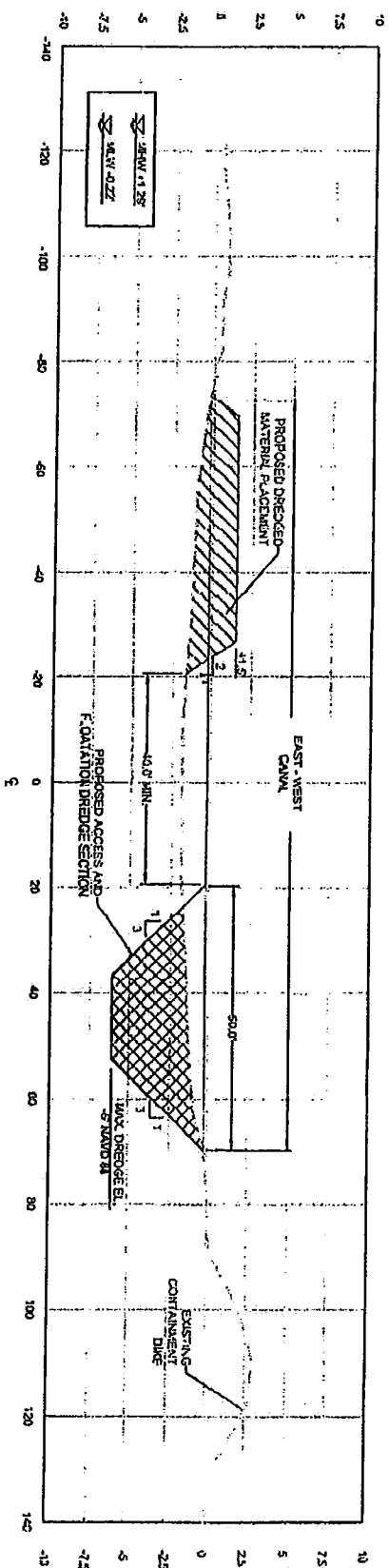


COASTAL PROTECTION AND RESTORATION AUTHORITY
 635 CAUDOUX BLVD
 LA FAYETTE, LOUISIANA 70503

EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT

TYPICAL SECTION A-A

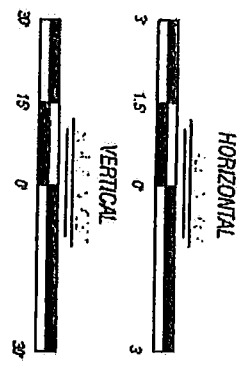
DRAWN BY: KMB	DESIGNED BY: BLK	APPROVED BY: BLK	STATE PROJECT NUMBER: TV-21	DATE: 1/16/13
FEDERAL PROJECT NUMBER:			SHEET 4 OF 5	



TYPICAL SECTION B-B

LEGEND	
	FILL
	BORROW MATERIAL
	PROPOSED GRADE
	EXISTING GROUND

- NOTES:
1. TYPICAL SECTION EXISTING FEATURES ARE NOT BASED ON SURVEYED DATA.
 2. DREDGED MATERIAL IS TO BE PLACED WITHIN THE EXISTING WATERWAY.
 3. MATERIAL MAY ONLY BE EXCAVATED WITHIN THE EXISTING EAST-WEST CANAL TO A MINIMUM ELEVATION OF +6.0 (NAVD83)
 4. THE DREDGED MATERIAL MAY ONLY BE PLACED TO A MAXIMUM ELEVATION OF +1.5 (NAVD83)



APPLICATION BY:
T. BAKER SMITH 1813
 A DIVISION OF **TBS**
 1125 S. GARDNER BLVD. SUITE 100
 LAFAYETTE, LOUISIANA 70503

COASTAL PROTECTION AND RESTORATION AUTHORITY
 635 S. LAUDBOISE BLVD
 LAFAYETTE, LOUISIANA 70505

EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT

TYPICAL SECTION B-B

DRAWN BY: KMB	DESIGNED BY: BLK	APPROVED BY: BLK	STATE PROJECT NUMBER: TV-21	DATE: 1/18/13
			FEDERAL PROJECT NUMBER:	SHEET 5 OF 5

Site Copy

DEPARTMENT OF THE ARMY PERMIT

Permittee: Louisiana Department of Wildlife & Fisheries

Permit No. MVN-2008-03489-WJJ

Issuing Office: New Orleans District

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

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

Project Description: Dredge 2,821,000 cubic yards of material from East Cote Blanche Bay (borrow site to be dredged to a maximum of -20 feet NAVD88) and deposit in shallow open water areas and in fragmented marsh to create/nourish 362 acres of vegetated wetlands (CWPPRA Project TV-21), in accordance with the drawings attached in seven sheets, dated October 2008.

Project Location: East Marsh Island in Iberia Parish, LA (29.55694, -91.71667), as shown on the attached drawings.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **MARCH 31, 2014**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: Pages 4 & 5.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

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

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

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

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

a. You fail to comply with the terms and conditions of this permit.

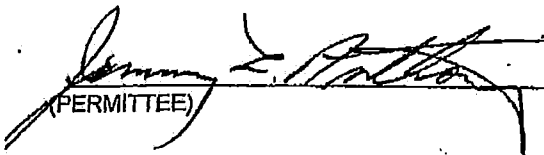
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

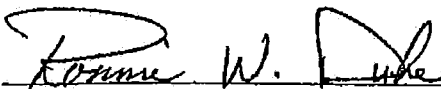
Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 326.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

 (PERMITTEE) X 3-16-09 (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

 March 19, 2009
Ronnie W. Duke, Chief Western Evaluation Section (DATE)

for Alvin B. Lee, District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE) (DATE)

Special Conditions: MVN-2006-4192-WB

7. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
8. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
9. You must install and maintain, at your expense, any safety lights, signs, and signals prescribed by the US Coast Guard, through regulations or otherwise, on your authorized facilities.
10. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the U.S. Coast Guard so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the U.S. Coast Guard, Sector New Orleans Command Center, 201 Hammond Highway, Metairie, Louisiana 70005, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 846-5923.
11. Structures will not be placed across state-owned water bottoms without the approval of the Louisiana Division of Administration, State Lands Office. The permittee will be responsible for contacting the State Land Office to ascertain which, if any, of the structures will be placed over state-owned water bottoms.
12. If archaeological materials and/or human remains are discovered during ground disturbing activities the permittee shall cease and desist all activities in the project area and contact the Corps of Engineers, New Orleans, District and Mr. Philip Rivet of the Louisiana Office of Cultural Development, Division of Archaeology at (225) 342-8160.
13. If the proposed project requires any additional work within waters of the U.S. not expressly permitted herein, the permittee must obtain an amendment to this authorization prior to commencement of work.
14. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. Your project involves dredging and/or placement of fill; therefore, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your proposed activities with local floodplain ordinances, regulations or permits.

Special Conditions: MVN-2006-4192-WB

15. The Chitimacha Tribe of Louisiana has stated that the project area is part of the aboriginal Chitimacha homelands. If during the course of work at the site, prehistoric and/or historic aboriginal cultural materials are discovered, the applicant will contact the Chitimacha Tribe of Louisiana at Post Office Box 661, Charenton, LA 70523, and the Army Corps of Engineers, New Orleans District (CEMVN) Regulatory Branch. CEMVN will initiate the required Federal, State, and Tribal coordination to determine the significance of the cultural materials and the need, if applicable, for additional cultural resource investigations.

BOBBY JINDAL
GOVERNOR



SCOTT A. ANGELLE
SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL RESTORATION AND MANAGEMENT

January 9, 2009

Mike Windham
Louisiana Dept. of Wildlife and Fisheries
2021 Lakeshore Drive, Suite 210
New Orleans, LA 70122

RE: **C20080574 Coastal Zone Consistency**
LDWF
East Marsh Island Marsh Creation CWPPRA Project TV-21, Iberia Parish, Louisiana

Dear Mr. Windham:

The above referenced project has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1920, as amended. The project as proposed in the application is consistent with the LCRP.

If you have any questions concerning this information request, please contact Brian Marcks of the Consistency Section at (225)342-7939 or 1-800-267-4019.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jim Rives".

Jim Rives
Administrator

JR/JH/bgm

cc:

Kristi Cantu, OCPR
Pete Serio, COE-NOD
Charles Mestayer, CMD FC
Jim Anderson, Iberia Parish

BOBBY JINDAL
GOVERNOR

HAROLD LEGGETT, Ph.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SERVICES

February 5, 2009

La. Coastal Protection & Restoration
Box 44027
Baton Rouge, LA 70804

Attention: Kristi Cantu, agent for La. Dept. Wildlife & Fisheries

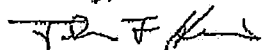
RE: Water Quality Certification (WQC 081119-03/AI 162365/CER 20080001)
Corps of Engineers Permit (MVN-2008-3489-WJJ)
Coastal Management Permit (P20080574)
Iberia Parish East Marsh Island Marsh

Dear Ms. Cantu:

The Department has reviewed your application for a Corps of Engineers permit to dredge water-bottoms for construction of 362 acres of marsh, east of East Marsh Island, in Iberia Parish.

The requirements for Water Quality Certification have been met in accordance with LAC 33:IX.1507.A-E. Based on the information provided in your application, we have determined that the development and placement of the fill material will not violate the water quality standards of Louisiana provided for under LAC 33:IX.Chapter 11. Therefore, the Department has issued this Water Quality Certification.

Sincerely,



Thomas F. Harris
Administrator
Waste Permits Division

TH/dph

c: Corps of Engineers, New Orleans
Coastal Management Division



LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

FILL MATERIAL LICENSE



LICENSE NO. WLF280049

In consideration of a royalty paid to the Department by the applicant, this license for the removal of fill material from water bottoms of the State of Louisiana is issued to :

*licensee Name and Address: OCPR/Dain Gillen
P.O. Box 44027
Baton Rouge, LA 70804*

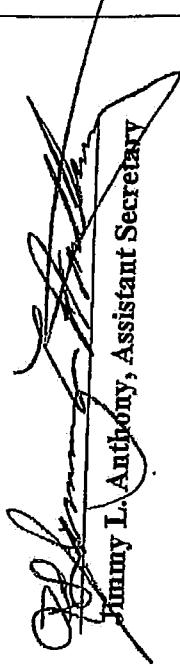
Licensee Site Location: E. Cote Blanche Bay, Lat. 29° 32' 55.4" / Long. 91° 40' 04" Iberia Parish

Project Description: Dredge 2,281,000 cu yds of fill material hydraulically dredged and placed on Marsh Island to create and nourish 365 acres of marsh

The rights and privileges shall begin on the 21st day of October 2008 and expires on the 31st day of December 31st 2008 or until you reach the amount applied for.

The use of the fill material authorized for removal by this license is subject to the following restrictions:

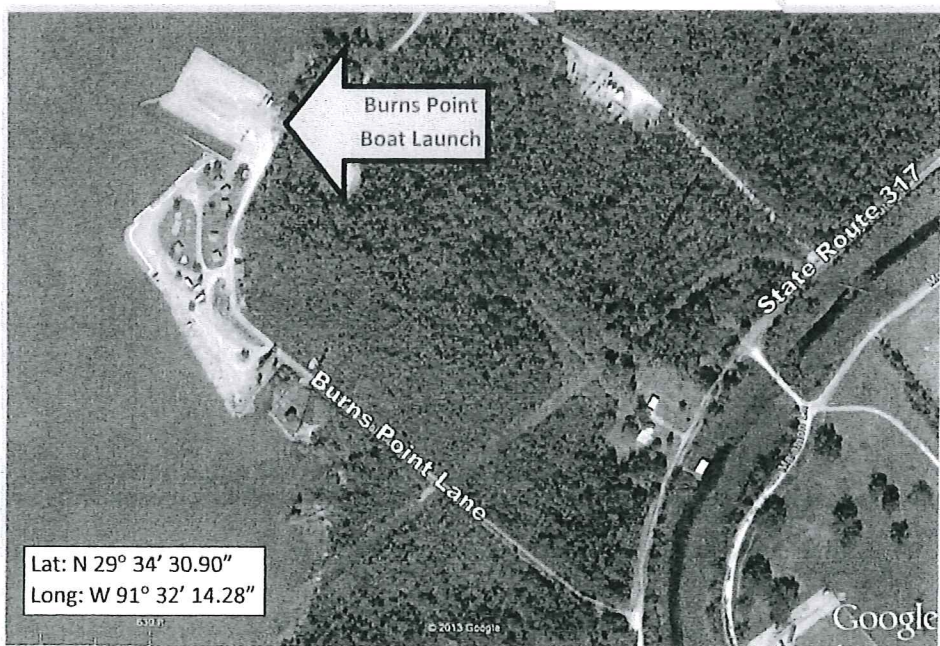
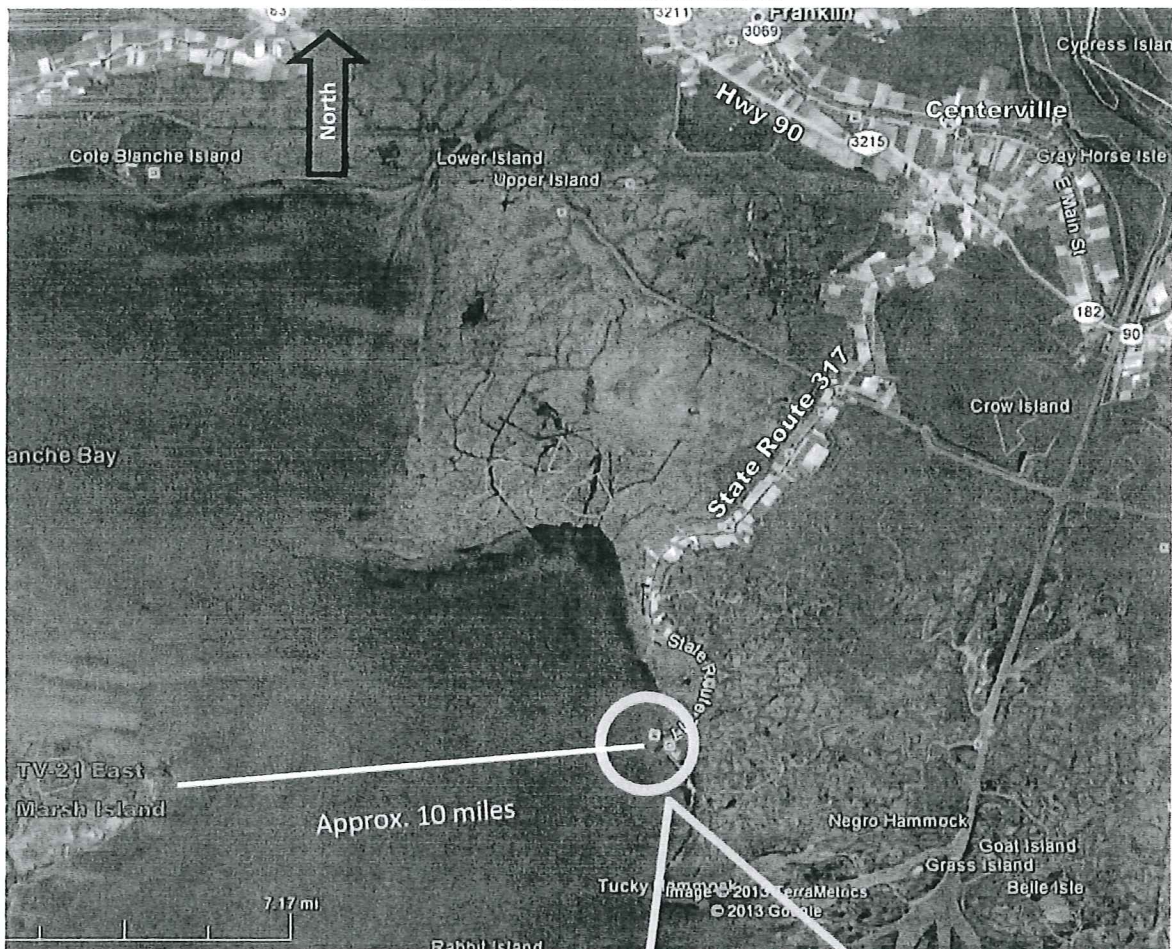
- 1. The Department of Wildlife and Fisheries shall be notified prior to removal of the material and again be notified upon completion of the project.*
- 2. All provisions of the Fill Material License shall be adhered to.*
- 3. This Certificate shall be posted in a conspicuous place at the project site during the activities authorized.*



Jimmy L. Anthony, Assistant Secretary

APPENDIX D: DIRECTIONS TO BOAT LAUNCH

Burns Point Boat Launch



Driving Directions to Burns Point Boat Launch:

Take the Hwy 317 Exit off Hwy 90 and travel West for 16 miles to Burns Point Lane. Turn right and proceed to launch site. There is a fee to launch.

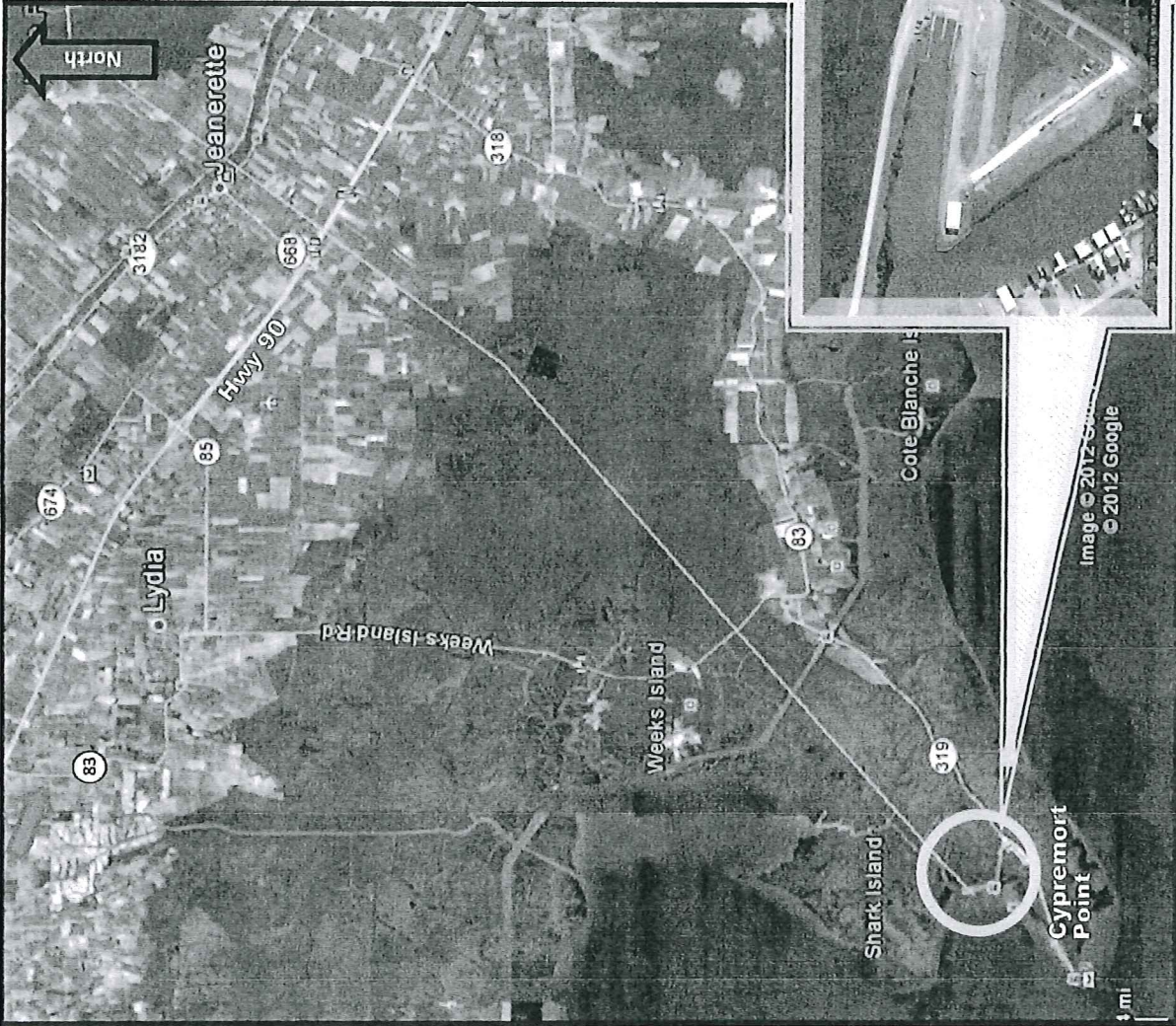
Quintana Canal Boat Launch at Cypremort Point Driving Directions:

Traveling South from New Iberia:

Take the Hwy 83 Exit off Hwy 90 and travel South for 15 miles to Hwy 319. Turn right and proceed an additional 5 miles to the Quintana Canal Boat Launch at Cypremort Point. There is a fee to launch.

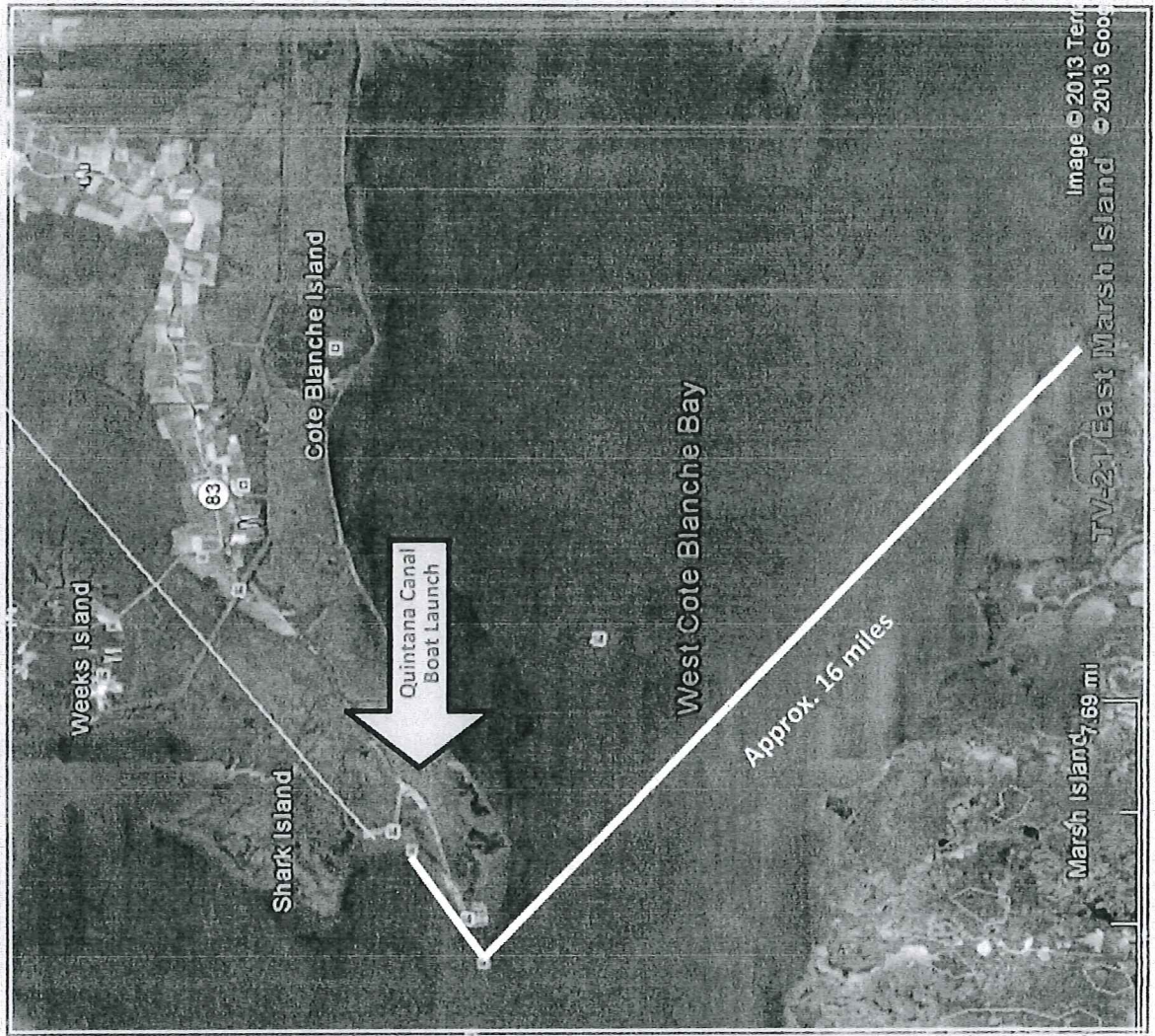
Traveling North from Franklin:

Take the Hwy 318 Exit off Hwy 90 and travel West for 12 miles to Hwy 319. Turn left and proceed an additional 5 miles to the Quintana Canal Boat Launch at Cypremort Point. There is a fee to launch.

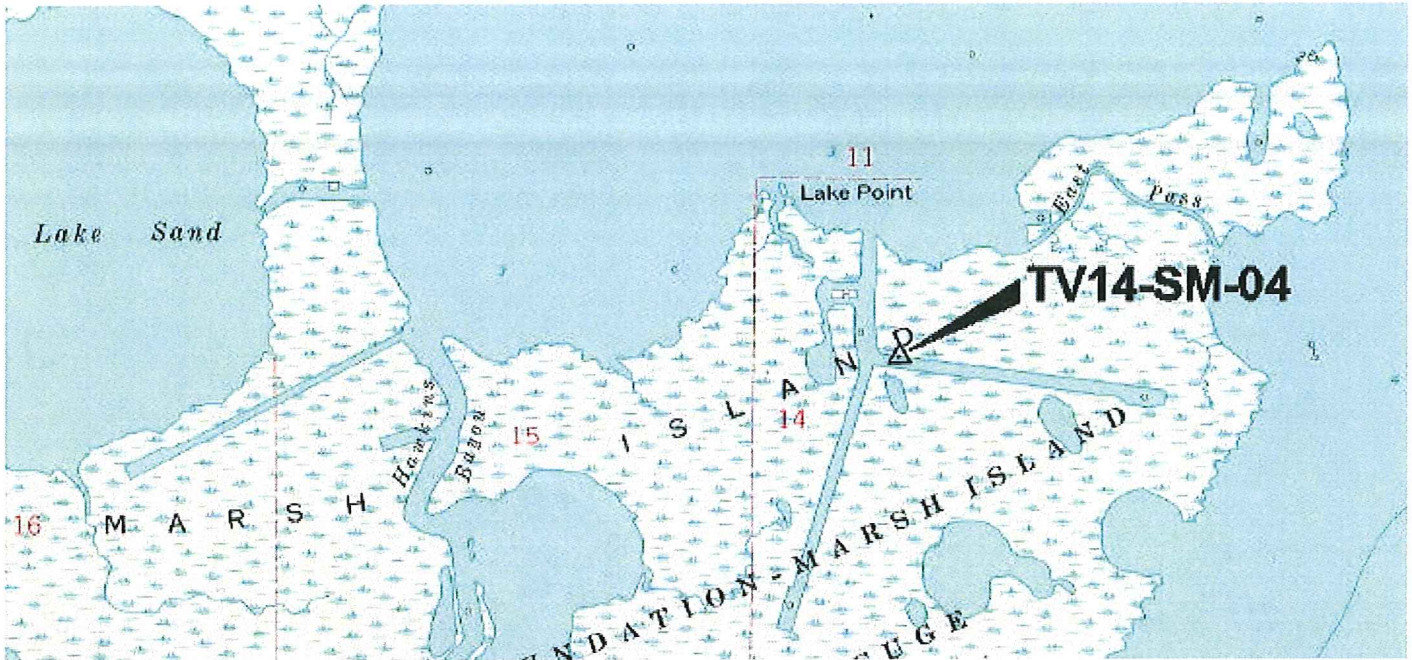


Lat: N 29° 43' 53.43"
Long: W 91° 50' 24.77"

Image © 2012 Google
© 2012 Google



APPENDIX E: SURVEY CONTROL



VICINITY MAP

Scale: 1" = 2000'

Reproduced from USC&GS "LAKE POINT" Quadrangle

Station Name: TV14-SM-04

Monument Location: This station is located on the east side of Marsh Island Wildlife Refuge in Marsh Island, Louisiana, south of Lake Point on the north spoil bank of manmade slip canal.

Monument Description: Standard brass survey disk attached to a steel rod to refusal within a 6" PVC sleeve set in concrete and stamped "MARSH ISLAND – LAKE POINT".

Stamping: "LAKE POINT"

Date: October 2000

Monument Established By: John Chance Land Surveys, Inc.

For: Coastal Protection and Restoration Authority, CPRA

Re-Adjusted January 2012

**Adjusted NAD 83 Geodetic Position
NAD 83 (2011) Position (Epoch 2010.0)**

Lat. 29° 33' 46.18435"N
Long. 91° 43' 10.90081"W

Adjusted NAD 83 Datum LSZ (1702) Ft

N= 386,720.976
E= 3,158,001.84

Adjusted NAVD88 Elevation

2.67 Feet / 0.814 Mtrs

Ellipsoid Height: -24.596 mtrs.
Geoid09 Height: -25.410 mtrs.

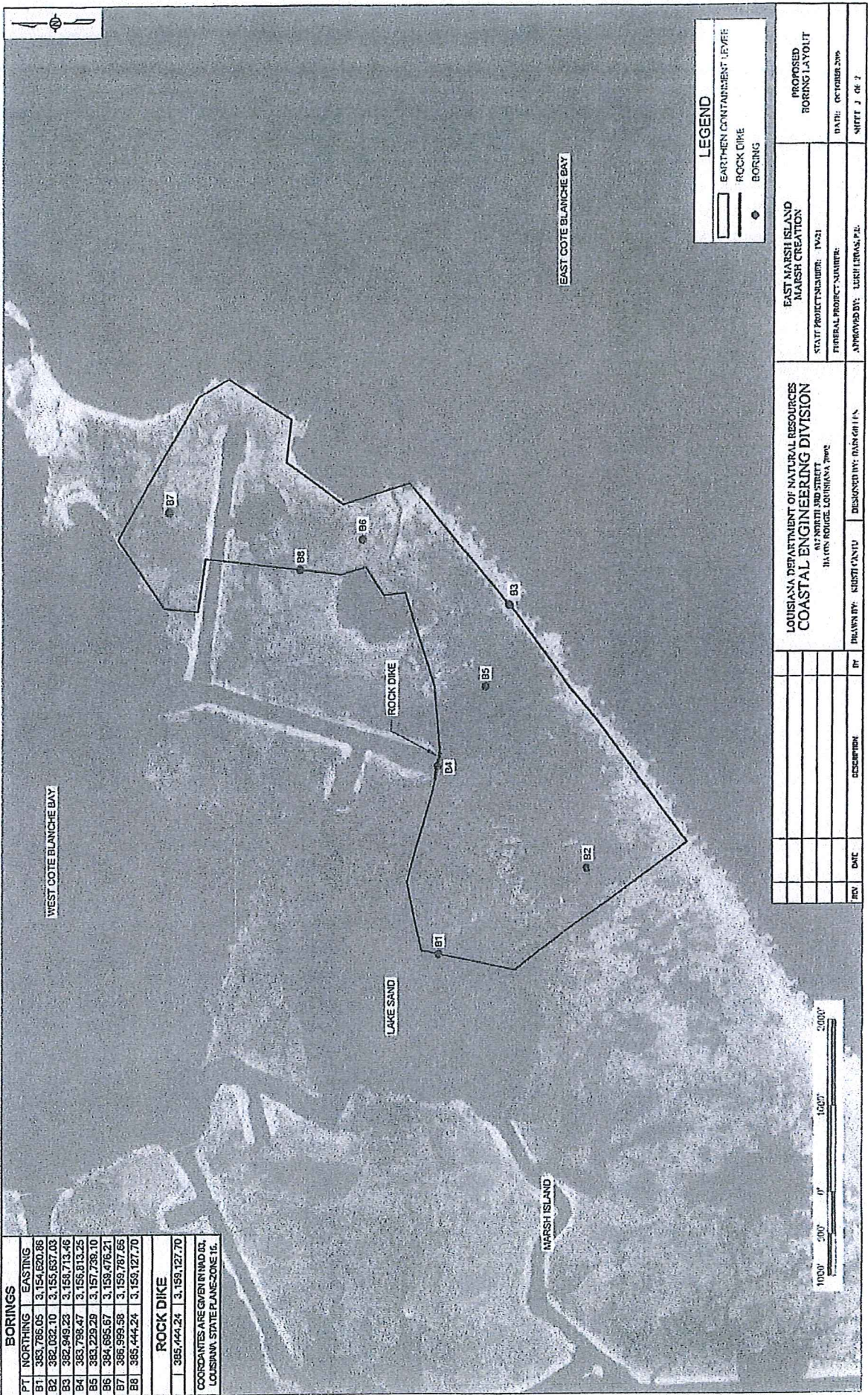


APPENDIX F: SOIL BORING LOGS

BORINGS	
PT	EASTING
B1	383,786.05
B2	382,032.10
B3	382,949.23
B4	383,788.47
B5	383,229.29
B6	384,685.67
B7	386,999.58
B8	385,444.24

ROCK DIKE	
PT	EASTING
B1	385,744.24
B2	3,159,127.70

COORDINATES ARE GIVEN IN NAD 83,
LOUISIANA STATE PLANE ZONE 16.



LEGEND	
[Symbol]	EARTHEN CONTAINMENT LEVEE
[Symbol]	ROCK DIKE
[Symbol]	BORING

PROPOSED BORING LAYOUT	DATE: OCTOBER 2009
EAST MARSH ISLAND MARSH CREATION	APPROVED BY: LARRY LEROUX, P.E.
STATE PROJECT NUMBER: 19-21	
FEDERAL PROJECT NUMBER:	

LOUISIANA DEPARTMENT OF NATURAL RESOURCES COASTAL ENGINEERING DIVISION 613 NORTH BOND STREET BAYOU ROUGE, LOUISIANA 70002	DESIGNED BY: DAVID GILLEN
ILLUSTRATED BY: ROBERT VANTU	DATE: 10/20/09
DESCRIPTION	PT

1000'	500'	200'
2000'		

EAST MARSH ISLAND MARSH CREATION PROJECT (TV-21)
PRELIMINARY DESIGN REPORT - DRAFT

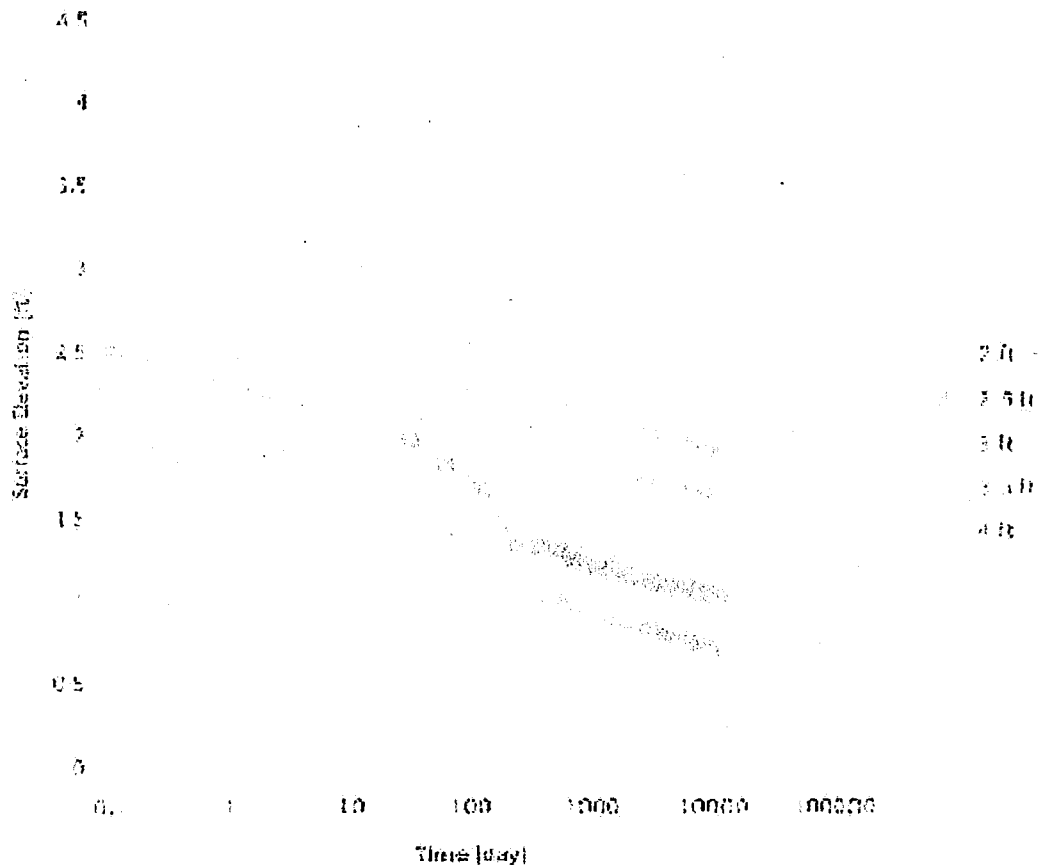


Figure 7 – Marsh Fill Settlement Curves

4.5 Borrow:Fill Ratio Recommendations

LDNR tasked Aquaterra to determine an estimated cut:fill ratio for TV-21. Two (2) cases were considered in this analysis: (1) the quantity of in-situ borrow material necessary to construct the containment dikes using mechanical dredging techniques, and (2) the quantity of material that will be dredged hydraulically and placed in the fill cells. The cut:fill ratio for mechanical dredging was primarily based on the expected transport losses during construction and dessication of the clayey material in the fill area. Considering these factors, Aquaterra's preliminary recommendation for a mechanical dredging cut:fill ratio was from 1.7 to 2.5. At the time of submittal of this report, LDNR was still waiting on cut:fill recommendations from Aquaterra for hydraulic dredging. Based on previous projects with similar soil properties, it can be anticipated that a

PROJECT: Geotechnical Investigation
 East Marsh Island Creation Project (TV-21) **SOIL BORING LOG**
 Marsh Island, Louisiana
 No. B-3
 CLIENT: C.H. Fenstermaker & Associates
 Lafayette, Louisiana
 SHEET 1 OF 1
 FILE: 9107196
 DATE: July 23, 2007
 DRILLER: M. Parker
 TECH.: B. Alexander
 ENGINEER: D. Aucutt

FIELD DATA			LABORATORY DATA						Location: See Figure 2. Lat.: 29° 33' 10.6" Long.: 81° 43' 04.6" Surface Elevation: 0 ±		Strata Break Elev.	Soil Type	
Depth (feet)	Samples	Groundwater Level	Undrained Shear Strength (ksf)	Unit Weight (pcf)		Percent Fines	Natural Moisture Content and Atterberg Limits			Plasticity Index			
				Moist	Dry		Plastic Limit	Moisture Content	Liquid Limit		PI		
0.00	(P)												
0.00	(P)												
5	(P)		0.07 (l)	83	36					127			Very soft brown ORGANIC CLAY (OH) - with some grass to 8'
0.00	(P)												
10	(P)					100 (g)							
0.00	(P)												
0.00	(P)												
15	(P)												- layers with plant matter between 14' to 18'
0.00	(P)		0.08 (l)	74	28	98 (g)				141			- Very soft gray CLAY (CH) - total organic carbon = 25.6% at 18'
0.00	(P)												- layers with plant matter between 20' to 24'
0.00	(P)												
25	(P)		0.10 (l)	91	50								- soft gray at 26'
0.25	(P)												
0.25	(P)		0.21 (l)	79	30					120			- very soft to soft between 30' to 34'
0.25	(P)												
0.25	(P)												- layer with plant matter between 34' to 38'
0.25	(P)					100 (g)							
0.25	(P)		0.24 (l)	101	58					19			- sand seams between 38' to 40' - total organic carbon = 10.4% at 40'
40													- BORING TERMINATED AT 40'
45													
50													

AQ LOG-MOISTURE SCALE 681055-9107196.GPJ AQUATERRA.GDT 7/31/07

Groundwater Level Data
 Free water not determined.

Advancement Method
 Rotary Wash: 0' - 40'

Abandonment Method
 Boring grouted with cement-bentonite grout upon completion.


Notes
 12-inches of Water; Marsh
 (l) = unconsolidated, undrained triaxial compression test at overburden pressure
 (g) = see grain size curve

STRATA BOUNDARIES MAY NOT BE EXACT



FIELD DATA		LABORATORY DATA					Location: See Figure 2. Lat.: 29° 33' 49.4" Long.: 91° 42' 52.0"		Soils Break Elev.	Soil Type
Depth (feet)	Field Test Results	Undrained Shear Strength (ksf)	Unit Weight (pcf)		Percent Fines	Natural Moisture Content and Atterberg Limits				
Groundwater Level			Moist	Dry		Plastic Limit	Moisture Content	Liquid Limit	Surface Elevation: 0 ±	
DESCRIPTION										
0.00 (P)		0.17(t)	75	21		44	153	108	Very soft brown ORGANIC CLAY (OH) - with some silt and layers of visible plant matter	
5	0.00 (P)									
	0.00 (P)									
	0.00 (P)									
10	0.00 (P)		73	24						
	0.00 (P)								Very soft gray CLAY (CH) - layers of visible plant matter between 12' to 18'	
15	0.00 (P)	0.05(t)	67	24		60	106	55		
	0.00 (P)									
	0.00 (P)									
20	0.00 (P)									
	0.25 (P)	0.27(t)	73	28	99 (g)	51	191	130	Soft gray to dark gray ORGANIC CLAY (OH) - total organic carbon = 16.5% at 26'	
25	0.25 (P)									
	0.00 (P)								Very soft gray CLAY (CH) - very soft to soft below 30' - some sand and silt between 38' to 40' - very soft to soft between 40' to 42' - soft below 42'	
30	0.25 (P)	0.21(t)	98	65		42	159	17		
	0.25 (P)									
	0.25 (P)									
	0.25 (P)									
35	0.25 (P)									
	0.00 (P)				77 (g)	27	62	35		
40	0.25 (P)								Very soft gray CLAY (CH)	
	0.25 (P)	0.22(t)	101	60		27	62	35		
45	0.25 (P)									
50	0.25 (P)									

AG LOG-MOISTURE SCALE SB.LOSS:9107196.GPJ AQUATERRA.GDT 7/23/08

Groundwater Level Data		Advancement Method		Notes	
<input checked="" type="checkbox"/> Free water not determined.		Rotary Wash: 0' - 60'		18-inches of Water; Marsh (t) = unconsolidated, undrained triaxial compression test at overburden pressure (g) = see grain size curve	
		Abandonment Method			
		Boring grouted with cement-bentonite grout upon completion.			

STRATA BOUNDARIES MAY NOT BE EXACT

PROJECT: Geotechnical Investigation East Marsh Island Creation Project (TV-21) Marsh Island, Louisiana										FILE: 9107196									
CLIENT: C.H. Fenstermaker & Associates Lafayette, Louisiana										DATE: July 23, 2007									
SOIL BORING LOG No. B-7										DRILLER: M. Parker									
SHEET 2 OF 2										TECH.: B. Alexander									
ENGINEER: D. Aucutt										Location: See Figure 2.									
FIELD DATA			LABORATORY DATA							Lat: 29° 33' 49.4" Long: 91° 42' 52.0"									
Depth (feet)	Samples	Groundwater Level	Field Test Results	Undrained Shear Strength (ksf)	Unit Weight (pcf)		Percent Fines	Natural Moisture Content and Atterberg Limits			Plasticity Index	PI	Soil Type						
					Moist	Dry		Plastic Limit	Moisture Content	Liquid Limit									
								20	40	60	80	100	120	140	160	180	190		
			0.25 (P)																
			0.26 (P)	0.32(t)	83	62													
55			0.26 (P)																
			0.60 (P)																
60			0.60 (P)																
65																			
70																			
75																			
80																			
85																			
90																			
95																			
100																			
Groundwater Level Data										Advancement Method			Notes						
<input checked="" type="checkbox"/> Free water not determined.										Rotary Wash: 0' - 60'			(t) = unconsolidated, undrained triaxial compression test at overburden pressure						
										Abandonment Method									
										Boring grouted with cement-bentonite grout upon completion.									

AQ LOG-MOISTURE SCALE. SLOCS:9107196.GPJ. AQUATERRA.GDT 7/23/07



PROJECT: Geotechnical Investigation
 East Marsh Island Creation Project (TV-21) **SOIL BORING LOG**
 Marsh Island, Louisiana
 No. B-8
 SHEET 1 OF 1

CLIENT: C.H. Fenstermaker & Associates
 Lafayette, Louisiana

FILE: 9107186
 DATE: July 25, 2007
 DRILLER: M. Parker
 TECH.: B. Alexander
 ENGINEER: D. Aucutt

FIELD DATA			LABORATORY DATA						Location: See Figure 2.		Soil Type	
Depth (feet)	Samples	Groundwater Level	Field Test Results	Undrained Shear Strength (ksf)	Unit Weight (pcf)		Percent Fines	Natural Moisture Content and Atterberg Limits				Plasticity Index
					Moist	Dry		Plastic Limit	Moisture Content	Liquid Limit		
								20 40 60 80 100 120 140 160 180			PI	DESCRIPTION
5			0.00 (P)	0.04(t)	74	34		82	112	177	60	Very soft brown ORGANIC CLAY (OH) with some grass between 0' to 12' - total organic carbon = 8.5% at 12' - plant matter between 14' to 16'
			0.00 (P)									
			0.00 (P)				98 (g)			210		
10			0.00 (P)					61	138	185	85	
			0.00 (P)				99 (g)					
			0.00 (P)									
15			0.00 (P)					39	100	207	81	Very soft brown to gray CLAY (CH) - some silt - plant matter between 22' to 24'
			0.00 (P)	0.07(t)	79	22						
20			0.00 (P)									
			0.00 (P)									
25			0.00 (P)									Very soft gray CLAY (CH) - very soft to soft between 30' to 32'
			0.00 (P)									
			0.00 (P)									
30			0.00 (P)	0.20(t)	94	53		28	68	76	59	Soft brown to gray CLAY (CH) - with visible plant matter and shell layers
			0.25 (P)									
			0.25 (P)	0.38(t)	74	24	(c)		120	197	77	
35			0.25 (P)									
			0.25 (P)									
40			0.25 (P)									BORING TERMINATED AT 40'
50												

Groundwater Level Data: Free water not determined.

Advancement Method: Rotary Wash: 0' - 40'

Abandonment Method: Boring grouted with cement-bentonite grout upon completion.

Notes: 12-inches of Water; Marsh (t) = unconsolidated, undrained triaxial compression test at overburden pressure (g) = see grain size curve (c) = see attached consolidation test results

STRATA BOUNDARIES MAY NOT BE EXACT



AQ LOG-MOISTURE SCALE - SEE LOGS 9107186.GPJ / AQUATERRA.GDT 7/28/07

APPENDIX G: PREVAILING WAGE DETERMINATION SCHEDULE

General Decision Number: LA130006 01/18/2013 IA6

Superseded General Decision Number: LA20120006

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)

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013

ELEC0130-007 12/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 28.50	9.24

ELEC0194-006 09/03/2012

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

	Rates	Fringes
ELECTRICIAN Lineman and Heavy Equipment Operator.....	\$ 25.25	9.56

* ELEC0446-004 01/01/2013

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

	Rates	Fringes
ELECTRICIAN.....	\$ 21.40	1%+9.23

ELEC0576-002 09/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	4.25%+5.60

 ELEC0861-004 09/01/2011

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

	Rates	Fringes
ELECTRICIAN.....	\$ 23.90	4%+9.69

 ELEC0995-002 01/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 22.68	8.82

 ELEC1077-005 09/01/2012

TANGIPAHOA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 22.50	7.17

 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.

=====

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====
END OF GENERAL DECISION

General Decision Number: LA130010 01/18/2013 LA10

Superseded General Decision Number: LA20120010

State: Louisiana

Construction Type: Heavy Elevated Storage Tank

Counties: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St Helena, St James, St Landry, St Martin, St Mary, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn Counties in Louisiana.

ELEVATED STORAGE TANKS (Does not include JEFFERSON, ORLEANS, ST. BERNARD, ST. CHARLES, ST. JOHN THE BAPTIST, AND ST. TAMMANY PARISHES)

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013

BOIL0037-002 01/01/2011

Acadia, Allen, Assumption, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Cameron, Claiborne, De Soto, Evangeline, Grant, Iberia, Jackson, Jefferson, Jefferson Davis, Lafayette, Lafourche, Lincoln, Natchitoches, Orleans, Plaquemines, Rapides, Red River, Sabine, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Mary, St Tammany, Tangipahoa, Terrebonne, Union, Vermilion, Washington, Webster, and Winn Parishes

	Rates	Fringes
BOILERMAKER.....	\$ 25.73	17.62

BOIL0582-002 01/01/2012

ASCENSION, AVOYELLES, CALDWELL, CATAHOULA, CONCORDIA, EAST BATON ROUGE, EAST CARROLL, EAST FELICIANA, FRANKLIN, IBERVILLE, LA SALLE, LIVINGSTON, MADISON, MOREHOUSE, OUACHITA, POINTE COUPEE, RICHLAND, ST. HELENA, TENSAS, WEST BATON ROUGE, WEST CARROLL, AND WEST FELICIANA PARISHES

	Rates	Fringes
BOILERMAKER.....	\$ 25.23	19.37

BRLA0001-003 06/01/2005

	Rates	Fringes
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Bricklayer, Stonemason

AREA 2.....	\$ 20.55	5.75
AREA 3.....	\$ 19.95	6.35
AREA 4.....	\$ 20.25	6.05

AREA DEFINITIONS:

AREA 1 - Lake Charles Chapter Parishes: Acadia, Allen, Avoyelles, Beauregard, Calcasieu, Cameron, Catahoula, Concordia, Evangeline, Grant, Jefferson Davis, La Salle, Natchitoches, Pointe Coupee, Rapides, Sabine, St. Landry, Vernon, and Winn

AREA 2 - Baton Rouge Chapter Parishes: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Lafayette, Livingston, St. Helena, St. Martin, St. Mary, Tangipahoa, Vermilion, Washington, West Baton Rouge, and West Feliciana

AREA 3 - Shreveport Chapter Parishes: Bienville, Bossier, Caddo, Caldwell, Claiborne, De Soto, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Tensas, Union, Webster, and West Carroll

AREA 4 - New Orleans Chapter Parishes: Lafourche, Plaquemines, St. James, and Terrebonne

BRLA0001-009 06/01/2005

	Rates	Fringes
Pointer, caulker and cleaner		
AREA 1.....	\$ 19.50	5.10
AREA 2.....	\$ 20.55	5.75
AREA 3.....	\$ 19.95	6.35
AREA 4.....	\$ 20.25	6.05

AREA DEFINITIONS:

AREA 1 - Lake Charles Chapter Parishes: Acadia, Allen, Avoyelles, Beauregard, Calcasieu, Cameron, Catahoula, Concordia, Evangeline, Grant, Jefferson Davis, La Salle, Natchitoches, Pointe Coupee, Rapides, Sabine, St. Landry, Vernon, and Winn

AREA 2 - Baton Rouge Chapter Parishes: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Lafayette, Livingston, St. Helena, St. Martin, St. Mary, Tangipahoa, Vermilion, Washington, West Baton Rouge, and West Feliciana

AREA 3 - Shreveport Chapter Parishes: Bienville, Bossier, Caddo, Caldwell, Claiborne, De Soto, East Carroll, Franklin, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red River, Richland, Tensas, Union, Webster, and West Carroll

AREA 4 - New Orleans Chapter Parishes: Lafourche, Plaquemines, St. James, and Terrebonne

CARP0720-002 07/01/2006

ASCENSION, ASSUMPTION, AVOYELLES, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LIVINGSTON, POINTE COUPEE, ST.

HELENA, ST. JAMES (North of the Mississippi River), TANGIPAHOA,
 WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
MILLWRIGHT.....	\$ 27.39	3.21

CARP0729-001 07/01/2012		

	Rates	Fringes
MILLWRIGHT.....	\$ 25.80	9.50

CARP0764-002 07/01/2006		

BIENVILLE, BOSSIER, CADDO, CATAHOULA, CALDWELL, CLAIBORNE,
 CONCORDIA, DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON,
 LASALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHES, OUACHITA,
 RAPIDES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, WEBSTER,
 WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
CARPENTER.....	\$ 17.25	5.02
MILLWRIGHT.....	\$ 20.50	5.02
PILEDRIVERMAN.....	\$ 20.00	5.02

CARP1075-003 01/01/2011		

ALLEN, BEAUREGARD, CALCASIEU, CAMERON, JEFFERSON DAVIS, AND
 VERNON PARISHES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 23.26	5.00

CARP1075-007 01/01/2011		

ACADIA, EVANGELINE, LAFAYETTE, ST. LANDRY, ST. MARTIN, ST.
 MARY, AND VERMILION PARISHES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 23.26	5.00

CARP1098-002 01/01/2010		

ASCENSION, ASSUMPTION, AVOYELLES, EAST BATON ROUGE, EAST
 FELICIANA, IBERIA, IBERVILLE, LIVINGSTON, POINT COUPEE, ST.
 HELENA, TANGIPAHOA, WEST BATON ROUGE, AND WEST FELICIANA
 PARISHES

	Rates	Fringes
CARPENTER.....	\$ 24.25	7.29

CARP1846-004 07/01/2012		

LAFOURCHE, PLAQUEMINES, ST. JAMES (South of the Mississippi

River), TERREBONNE, and WASHINGTON PARISHES

	Rates	Fringes
Carpenter; piledriver.....	\$ 22.21	7.75

ELEC0130-002 12/01/2012

ASSUMPTION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARTIN
(Southern Segment Only), ST. MARY (Northeast of the Atchafalaya
River), AND TERREBONNE PARISHES

	Rates	Fringes
Electrician & Cable Splicer.....	\$ 28.50	9.24

ELEC0194-003 09/03/2012

BIENVILLE, BOSSIER, CADDO, CLAIBORNE, DE SOTO, NATCHITOCHEs
(Northeast of the Red River), RED RIVER, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN Lineman and Heavy Equipment Operator.....	\$ 25.25	9.56

* ELEC0446-003 01/01/2013

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

	Rates	Fringes
ELECTRICIAN.....	\$ 21.40	1%+9.23

ELEC0576-004 09/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	4.25%+5.60

ELEC0861-005 09/01/2011

ACADIA, ALLEN, BEAUREGARD, CALCASIEU, CAMERON, IBERIA,
JEFFERSON DAVIS, LAFAYETTE, ST. MARTIN (Northern Segment Only),
ST. MARY (Southwest of Atchafalaya River), AND VERMILION
PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 23.70	4%+9.69

ELEC0995-004 01/01/2012

ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERVILLE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. LANDRY, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
ELECTRICIAN.....	\$ 22.68	8.82

ELEC1077-001 09/01/2012

TANGIPAOHA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN (includes low voltage wiring).....	\$ 22.50	7.17

ENGI0406-006 07/01/2010

ACADIA, ALLEN, AVOYELLES, BEAUREGARD, BIENVILLE, BOSSIER, CADDO, CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA, DESOTO, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LASALLE, LINCOLN, MADISON, MOREHOUSE, NATICHITOCHEs, OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, ST. LANDRY, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL, and WINN PARISHES

	Rates	Fringes
Power Equipment Operators		
Heavy Equipment Operator....	\$ 24.90	7.95
Light Equipment Operator....	\$ 21.36	7.95
Oiler.....	\$ 16.78	7.95
Unit Operator.....	\$ 17.25	6.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

Heavy Equipment Operator - crane, all types; derricks; deck winches (2); hi-ho and similar type equipment; three drum or more stabilizers; pulls, all types; concrete mixer on yard and over; all pavers; ditching or trenching machines (track type); mechanics and equipment welders; well point systems; hoist, two drums or more; hoist, one drum forty vertical feet or more; scrapers; bulldozers, rubber-tired or track, other than farm-type; scoopmobiles; motor patrol; gradall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type; one cubic yard or over; shovels and backhoes, all types and equivalent equipment; piledriver; and side-boom cats.

Light Equipment Operator - single and two drum stabilizers; front-end loaders under one cubic yard; a-frame truck when handling steel or pipe; finishing machines (concrete); power subgrades; two tractors (crawler-type); one drum hoist under forty vertical feet; fireman; concrete spreader; pugmill; bituminous distributor on surface treatment and equivalent equipment; bull floats and equivalent equipment; job greaseman; unit operator; work boats not requiring licensed operators; inboard and

outboard motored crew boats; concrete mixer under one yard; spray curing machines; rollers on subgrade; one air compressor over 125 cubic feet; form graders; asphalt finisher screedman; pump over four inches; scale operators; crusher; concrete jointing machines; concrete saw; tack machines and equivalent equipment; pump crete; electric elevator (inside); oiler drivers; farm-type, rubber-tired tractors with attachments except backhoes; kolum buff and similar equipment; forklifts, 10-ton capacity and under; mechanic helper; batch plant operator; oiler on crane using air to drive piles; and fireman operating steam valve.

 ENGI0406-008 07/01/2010

ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LAFAYETTE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. MARTIN, TANGIPAHOA, VERMILION, WASHINGTON, WEST BATON ROUGE, and WEST FELICIANA PARISHES

	Rates	Fringes
Power Equipment Operators		
Heavy Equipment Operator.....	\$ 23.00	6.95
Light Equipment Operator.....	\$ 20.53	6.95
Oiler.....	\$ 17.36	6.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

Heavy Equipment Operator - crane, all types; derricks; deck winches (2); hi-ho and similar type equipment; three drum or more stabilizers; pulls, all types; concrete mixer on yard and over; all pavers; ditching or trenching machines (track type); mechanics and equipment welders; well point systems; hoist, two drums or more; hoist, one drum forty vertical feet or more; scrapers; bulldozers, rubber-tired or track, other than farm-type; scoopmobiles; motor patrol; gradall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type; one cubic yard or over; shovels and backhoes, all types and equivalent equipment; piledriver; and side-boom cats.

Light Equipment Operator - single and two drum stabilizers; front-end loaders under one cubic yard; a-frame truck when handling steel or pipe; finishing machines (concrete); power subgrades; two tractors (crawler-type); one drum hoist under forty vertical feet; fireman; concrete spreader; pugmill; bituminous distributor on surface treatment and equivalent equipment; bull floats and equivalent equipment; job greaseman; unit operator; work boats not requiring licensed operators; inboard and outboard motored crew boats; concrete mixer under one yard; spray curing machines; rollers on subgrade; one air compressor over 125 cubic feet; form graders; asphalt finisher screedman; pump over four inches; scale operators; crusher; concrete jointing machines; concrete saw; tack machines and equivalent equipment; pump crete; electric elevator (inside); oiler drivers; farm-type, rubber-tired tractors with attachments except backhoes; kolum buff and similar equipment; forklifts, 10-ton capacity and under; mechanic helper; batch plant operator; oiler on crane using air to drive piles; and fireman operating steam valve.

 ENGI0406-009 07/01/2010

ASCENSION, LAFOURCHE, PLAQUEMINES, ST. JAMES, ST. MARY, and
 TERREBONNE PARISHES

	Rates	Fringes
Power Equipment Operators		
Heavy Equipment Operator....	\$ 21.76	6.95
Light Equipment Operator....	\$ 17.14	6.95
Oiler.....	\$ 13.99	6.95
Unit Operator.....	\$ 17.25	6.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

Heavy Equipment Operator - crane, all types; derricks; deck winches (2); hi-ho and similar type equipment; three drum or more stabilizers; pulls, all types; concrete mixer on yard and over; all pavers; ditching or trenching machines (track type); mechanics and equipment welders; well point systems; hoist, two drums or more; hoist, one drum forty vertical feet or more; scrapers; bulldozers, rubber-tired or track, other than farm-type; scoopmobiles; motor patrol; gradall; rollers on hot mix; asphalt paving machines; front-end loaders other than farm-type; one cubic yard or over; shovels and backhoes, all types and equivalent equipment; piledriver; and side-boom cats.

Light Equipment Operator - single and two drum stabilizers; front-end loaders under one cubic yard; a-frame truck when handling steel or pipe; finishing machines (concrete); power subgrades; two tractors (crawler-type); one drum hoist under forty vertical feet; fireman; concrete spreader; pugmill; bituminous distributor on surface treatment and equivalent equipment; bull floats and equivalent equipment; job greaseman; unit operator; work boats not requiring licensed operators; inboard and outboard motored crew boats; concrete mixer under one yard; spray curing machines; rollers on subgrade; one air compressor over 125 cubic feet; form graders; asphalt finisher screedman; pump over four inches; scale operators; crusher; concrete jointing machines; concrete saw; tack machines and equivalent equipment; pump crete; electric elevator (inside); oiler drivers; farm-type, rubber-tired tractors with attachments except backhoes; kolum buff and similar equipment; forklifts, 10-ton capacity and under; mechanic helper; batch plant operator; oiler on crane using air to drive piles; and fireman operating steam valve.

Unit Operator - minor equipment such as pumps, air compressors, welding machines, light plants, well point systems, etc.

 IRON0058-002 06/01/2011

PLAQUEMINES PARISH, LAFOURCHE, LIVINGSTON, ST. JAMES, TANGIPAHOA, TERREBONNE, and WASHINGTON PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, east of the city limits of Warrenton, Louisiana, southwest through Hammond, Louisiana to the Gulf of Mexico)

Rates Fringes

IRONWORKER.....\$ 19.85 7.67

IRON0623-002 06/01/2011

ASCENSION, ASSUMPTION, AVOYELLES, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. MARTIN, ST. MARY, WEST BATON ROUGE, AND WEST FELICIANA PARISHES;

ACADIA, EVANGELINE, LAFAYETTE, ST. LANDRY, AND VERMILION PARISHES (East of a line drawn from the meeting point of the boundaries of the Parishes of Avoyelles, Evangeline and Rapides, southeast along the western city limits of Abbeville to the Gulf of Mexico);

CATAHOULA, CONCORDIA, AND LA SALLE PARISHES (South of a line drawn from Natchez through the city of Cottonport to the Rapides Parish line, then west along the southern border of Rapides Parish);

LAFOURCHE, TANGIPAHOA, TERREBONNE, AND WASHINGTON PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico);

LIVINGSTON AND ST. JAMES PARISHES (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico):

Rates Fringes

IRONWORKER.....\$ 19.91 7.32

IRON0623-008 06/01/2011

BOSSIER, CADDO, DE SOTO, RED RIVER, & WEBSTER PARISHES AND BIENVILLE, CLAIBORNE, NATCHITOCHEs, & WINN PARISHES (West of a line drawn directly south from the Arkansas-Louisiana border through the cities of Arcadia and Cloutierville); SABINE PARISH (North of a line drawn from the Natchitoches Parish boundary west through the city of Peason to the Texas-Louisiana border):

Rates Fringes

IRONWORKER.....\$ 19.91 7.32

IRON0623-011 06/01/2011

ALLEN, BEAUREGARD, CALCASIEU, CALDWELL, CAMERON, EAST CARROLL, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LINCOLN, MOREHOUSE, OUACHITA, RAPIDES, RICHLAND, TENSAS, UNION, VERNON, AND WEST CARROLL PARISHES; ACADIA, EVANGELINE, LAFAYETTE, ST. LANDRY, AND VERMILION PARISHES (Southwest of Rapides Parish & west of a line south of the westernmost border between Rapides & Evangeline); BIENVILLE, CLAIBORNE, NATCHITOCHEs, AND WINN PARISHES (East of a line drawn directly south from the Arkansas-Louisiana border through the cities of Arcadia & Cloutierville); CATAHOULA, CONCORDIA, AND LA SALLE PARISHES (North of a line drawn from Natchez through the city of Cottonport to the Rapides Parish line); and MADISON PARISH (Except the cities of Mound, Delta & adjacent areas)

	Rates	Fringes
IRONWORKER.....	\$ 19.91	7.32

IRON0623-014 06/01/2011		

MADISON PARISH (Cities of Mound & Delta & Adjacent Areas)

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 19.91	7.32

LABO0207-003 07/01/2006		

ALLEN, BEAUREGARD, CALCASIEU, CAMERON, JEFFERSON DAVIS, AND
VERNON PARISHES

	Rates	Fringes
LABORER.....	\$ 12.79	1.73

LABO0689-001 07/01/2006		

LAFOURCHE, PLAQUEMINES, ST. JAMES, TERREBONNE, AND WASHINGTON
PARISHES

	Rates	Fringes
LABORER		
Lafourche and Plaquemines		
Parishes.....	\$ 11.19	1.73
St. James and Washington		
Parishes.....	\$ 10.00	1.73
Terrebonne Parish.....	\$ 12.79	1.73

LABO0692-002 05/01/2005		

BIENVILLE, BOSSIER, CADDO, CLAIBORNE, DE SOTO, RED RIVER,
SABINE, AND WEBSTER PARISHES

	Rates	Fringes
LABORER.....	\$ 12.00	2.10

LABO0762-002 01/01/2005		

ACADIA, AVOYELLES, CALDWELL, CATAHOULA, CONCORDIA, EAST
CARROLL, EVANGELINE, FRANKLIN, GRANT, IBERIA, JACKSON, LA
SALLE, LAFAYETTE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs,
OUACHITA, RAPIDES, RICHLAND, ST. LANDRY, ST. MARTIN, ST. MARY,
TENSAS, UNION, VERMILION, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
LABORER.....	\$ 11.00	3.50

LABO1177-002 09/01/2005		

ASCENSION, EAST BATON ROUGE, EAST FELICIANA, IBERVILLE,

LIVINGSTON, POINTE COUPEE, ST. HELENA, WEST BATON ROUGE and WEST FELICIANA PARISHES; ASSUMPTION PARISH (North of a line drawn from the southern limits of the town of St. James in St. James Parish to the northern limits of the town of Napoleonville in Assumption Parish and then directly west to the parish line); ST. JAMES PARISH (Excluding portion on the west bank to and including the town of Vacherie); TANGIPAHOA PARISH (South and west of a line running from the western parish line to a point directly east, which touches the northern limits of the town of Independence, then directly south to Lake Pontchartrain):

	Rates	Fringes
LABORER.....	\$ 15.00	2.77

PAIN1244-007 04/01/2005

NEW ORLEANS AREA - ASCENSION, ASSUMPTION, CONCORDIA, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LAFAYETTE, LAFOURCHE, LIVINGSTON, PLAQUEMINES, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARTIN, ST. MARY, TANGIPAHOA, TERREBONNE, VERMILION, WASHINGTON, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
PAINTER.....	\$ 15.88	4.32

PAIN1244-008 09/01/2003

LAKE CHARLES AREA - ACADIA, ALLEN, BEAUREGARD, CALCASIEU, CAMERON, EVANGELINE, AND JEFFERSON DAVIS PARISHES

	Rates	Fringes
PAINTER.....	\$ 15.00	3.17

PAIN1244-009 02/01/2004

SHREVEPORT AREA - AVOYELLES, BIENVILLE, BOSSIER, CADDO, CALDWELL, CATAHOULA, CLAIBORNE, DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
PAINTER.....	\$ 13.50	2.65

PLAS0487-003 04/01/2004

ALLEN, AVOYELLES, BEAUREGARD, BIENVILLE, BOSSIER, CADDO, CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA, DE SOTO, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHEs, OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, VERNON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.42	0.00

 PLAS0812-002 06/01/2004

ACADIA, ASCENSION, ASSUMPTION, EAST BATON ROUGE, EAST FELICIANA, IBERIA, IBERVILLE, LAFAYETTE, LAFOURCHE, LIVINGSTON, PLAQUEMINES, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY, ST. MARTIN, ST. MARY, TANGIPAHOA, TERREBONNE, VERMILION, WASHINGTON, WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.85	0.00

 PLUM0060-004 06/04/2012

LAFOURCHE, PLAQUEMINES, ST. JAMES (Southeastern Portion), TANGIPAHOA (Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center) TERREBONNE, and WASHINGTON PARISHES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 26.88	10.42

 PLUM0106-004 06/01/2012

ACADIA, ALLEN, BEAUREGARD, CALCASIEU, CAMERON, IBERIA (West of Hwy 31 and Hwy 83), JEFFERSON DAVIS, LAFAYETTE, ST. LANDRY, ST. MARTIN (West of Hwy #31 and Hwy 83), and VERMILION PARISHES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.00	12.95

 PLUM0141-002 08/01/2012

BIENVILLE, BOSSIER, CADDO, CLAIBORNE, DE SOTO, RED RIVER, SABINE & WEBSTER PARISHES; NATCHITOCHES, and VERNON PARISHES (Northwest of a line drawn from Natchitoches to Anacoco through Bellwood & north of Hwy #111 between Anacoco & Haddens); and WINN PARISH (West of a line drawn from Winnfield to the junction of the Parish boundaries of Winn, Bienville & Jackson)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.62	11.04

 * PLUM0198-003 01/01/2013

ASCENSION, ASSUMPTION, EAST BATON ROUGE, EAST FELICIANA, IBERIA (East of Hwy 31 & Hwy 83), IBERVILLE, LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. JAMES (Northwestern Portion), ST. MARTIN (East of Hwy 31 & Hwy 83), ST. MARY, TANGIPAHOA (Excluding Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center), WEST BATON ROUGE, and WEST FELICIANA

PARISHES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 25.04	10.38

 PLUM0247-002 05/01/2012

AVOUELLES, CATAHOULA, CONCORDIA, GRANT, LA SALLE, NATCHITOCHEs
 (City limits of Natchitoches, Hwy #6 to Hagedwood & Hwy #117),
 RAPIDES, and VERNON (Ft. Polk & Hwy #117, south to Leesville)
 PARISHES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 24.50	8.93

 PLUM0659-001 07/01/2012

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON,
 MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL, AND
 WINN (North of Hwy #84) PARISHES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 23.85	8.45

 ROOF0123-002 10/01/2012

ALLEN, ASSUMPTION, BEAUREGARD, BIENVILLE, BOSSIER, CADDO,
 CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA,
 DE SOTO, EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON,
 JEFFERSON DAVIS, LAFOURCHE, LASALLE, LINCOLN, MADISON,
 MOREHOUSE, NATCHITOCHEs, OUACHITA, PLAQUEMINES, RAPIDES, RED
 RIVER, RICHLAND, SABINE, ST. JAMES, ST. MARTIN (Southern
 Portion), ST. MARY, TENSAS, TERREBONNE, UNION, VERMILION,
 VERNON, WASHINGTON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
ROOFER.....	\$ 21.59	5.71

 ROOF0317-002 10/01/2011

ACADIA, ASCENSION, AVOUELLES, EAST BATON ROUGE, EAST FELICIANA,
 IBERIA, IBERVILLE, LAFAYETTE, LIVINGSTON, POINTE COUPEE, ST.
 HELENA, ST. LANDRY, ST. MARTIN (Northern Portion), TANGIPAHOA,
 WEST BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
ROOFER.....	\$ 19.12	6.36

 TEAM0005-002 10/01/2003

ACADIA, ASCENSION, ASSUMPTION, EAST BATON ROUGE, EAST
 FELICIANA, EVANGELINE, IBERIA, IBERVILLE, LAFAYETTE,
 LIVINGSTON, POINTE COUPEE, ST. HELENA, ST. JAMES, ST. LANDRY,

ST. MARTIN, ST. MARY, TANGIPAHOA, VERMILION, WASHINGTON, WEST
BATON ROUGE, AND WEST FELICIANA PARISHES

	Rates	Fringes
TRUCK DRIVER		
3 Tons; up to but not including 5 tons.....	\$ 11.35	
5 Tons & over; including but not limited to Winch, Dempsey, Dumpster, Lowboy, Semi-Trailer, Euclid, Tournapull & Similar Equipment Used for Transporting Material.....	\$ 11.52	
Fuel.....	\$ 11.35	
Larger trucks to carry capacity of rear axles 50,000 lbs. & over.....	\$ 11.65	
Over 1 ton; up to but not including 3 tons.....	\$ 11.23	
Pickup.....	\$ 10.98	
Winch with "A" frame when used for transporting material.....	\$ 11.48	

TEAM0270-001 07/01/2012

LAFOURCHE, PLAQUEMINES, AND TERREBONNE PARISHES

	Rates	Fringes
TRUCK DRIVER		
1 1/2 Tons up to but not including 3 tons.....	\$ 18.07	1.75
3 Tons up to but not including 5 tons.....	\$ 18.07	1.75
5 Tons & over.....	\$ 18.07	1.75
Up to 1 1/2 tons.....	\$ 18.07	1.75

TEAM0568-002 11/01/2003

ALLEN, AVOYELLES, BEAUREGARD, BIENVILLE, BOSSIER, CADDO,
CALCASIEU, CALDWELL, CAMERON, CATAHOULA, CLAIBORNE, CONCORDIA,
DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, JEFFERSON
DAVIS, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHE,
OUACHITA, RAPIDES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION,
VERNON, WEBSTER, WEST CARROLL, AND WINN PARISHES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 9.87	
GROUP 2.....	\$ 9.95	
GROUP 3.....	\$ 10.20	
GROUP 4.....	\$ 10.35	
GROUP 5.....	\$ 10.50	
GROUP 6.....	\$ 10.70	
GROUP 7.....	\$ 11.05	

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Pickup; Spotter & Dumper of Dirt, Gravel, etc.

GROUP 2 - Stake Body; Flatbed

GROUP 3 - Single Axle Dump & Water Truck; Transit Mix, up to & including 3 yds.

GROUP 4 - Tandem Axle Dump, Batch & Water Truck over 3 tons; Pickup with Trailer

GROUP 5 - Miss. Wagon, Float, Tractor Trailer; Rubber Tired Tractor & Wobble Wheels

GROUP 6 - Euclid; Lowboy; Dempsey Dumpster; Koehring Dump; 5 Axle Truck; Transit Mix Over 3 yds.

GROUP 7 - Forklift

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

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====
END OF GENERAL DECISION

General Decision Number: LA130011 01/04/2013 LA11

Superseded General Decision Number: LA20120011

State: Louisiana

Construction Type: Heavy Dredging

Counties: Louisiana Statewide.

DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER

Modification Number Publication Date
0 01/04/2013

* SULA1994-001 04/01/1994

	Rates	Fringes
Derrick Operator.....	\$ 7.25	
Dozer Operator.....	\$ 7.25	
Dredge 16" and Over		
Deckhand.....	\$ 7.25	
Dredge tender operator.....	\$ 7.25	
Fireman.....	\$ 7.25	
First assistant engineer....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Second assistant engineer...\$	7.25	
Shoreman.....	\$ 7.25	
Third assistant engineer....\$	7.25	
Truck driver.....	\$ 7.25	
Welder.....	\$ 7.25	
Dredge Under 16"		
Deckhand.....	\$ 7.25	
Dredge tender operator.....\$	7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Welder.....	\$ 7.25	
Hydraulic Dredging		
First cook.....	\$ 7.25	
Handyman.....	\$ 7.25	
Janitor, cabin person.....\$	7.25	
Second cook.....	\$ 7.25	
Marsh Buggy Dragline, Oiler.....\$	7.25	
Marsh Buggy Dragline, Operator...\$	7.25	
Self-Propelled Hopper Dredge, Drag Tender.....	\$ 9.70	3.45+a

FOOTNOTE: Fourteen paid vacation days and eight paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day provided the employee has one year of service.

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

=====

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

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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.

=====

END OF GENERAL DECISION

APPENDIX H: AERIAL IMAGERY



Figure 1. Bid Item 4 - Timber Mats (Date Taken 9-26-12)



Figure 2. Bid Item 4 - Timber Mats (Date Taken 9-26-12)



Figure 3. Bid Items 6, 7, and 8 - Shoreline Protection looking West (Date Taken 12-11-13)



Figure 4. Bid Items 6, 7, and 8 - Shoreline Protection looking Northwest (Date Taken 12-11-13)



Figure 5. Bid Items 6, 7, and 8 - Shoreline Protection looking West (Date Taken 12-11-13)



Figure 6. Bid Items 6, 7, and 8 - Shoreline Protection looking West (Date Taken 12-11-13)



Figure 7. TV-21 East Marsh Island March Creation Project looking West (Date Taken 12-11-13)

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

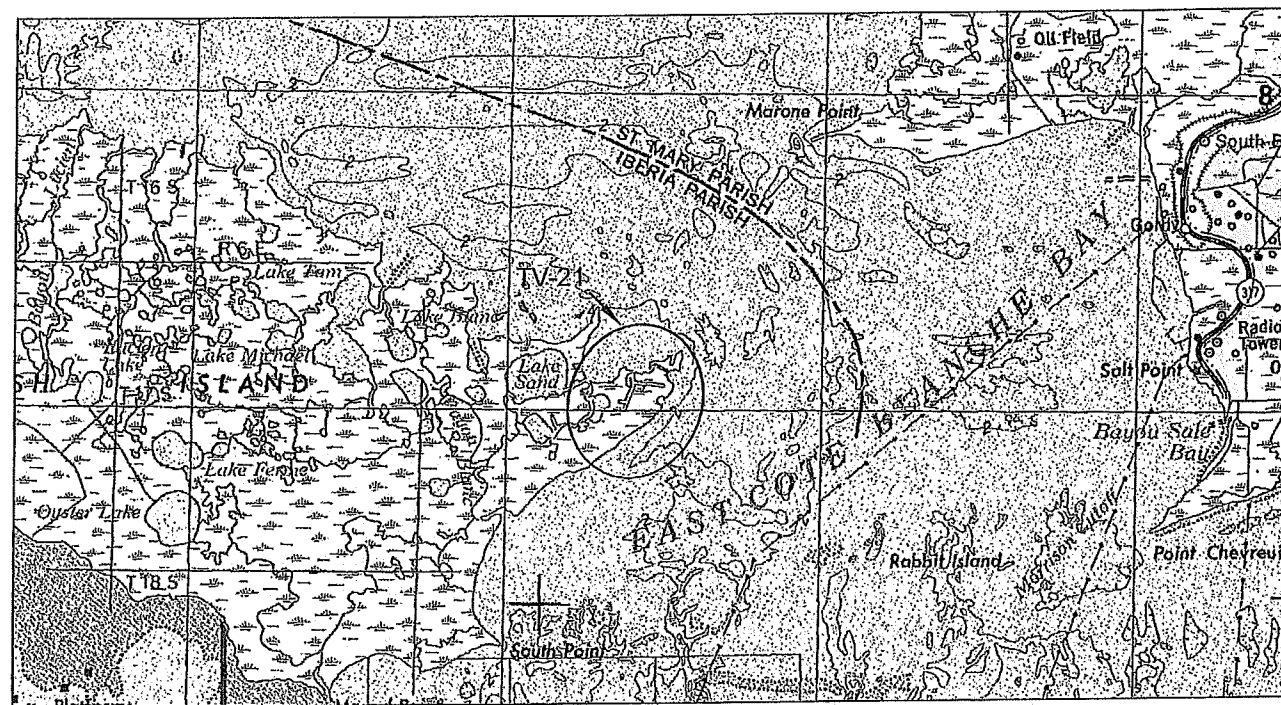
INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE PAGE
2	GENERAL NOTES & ESTIMATED QUANTITIES
3	PROJECT VICINITY
4	SHORELINE PROTECTION LAYOUT
5	SHORELINE PROTECTION SURVEY BASELINE
6	EAST-WEST CANAL ACCESS LAYOUT
7	TEMPORARY ROCK PLUG REMOVAL & BREACH REPAIR LAYOUT
8	TIMBER MAT REMOVAL AND GAP "N" DEGRADEMENT LAYOUT
9	EAST EARTHEN PLUG DEGRADEMENT LAYOUT
10	WEST EARTHEN PLUG DEGRADEMENT LAYOUT
11	SHORELINE PROTECTION TYPICAL SECTION A-A & B-B
12	TIMBER MAT REMOVAL TYPICAL SECTION C-C
13	TEMPORARY ROCK PLUG REMOVAL & BREACH REPAIR TYPICAL SECTION D-D & E-E
14	EAST-WEST CANAL TYPICAL SECTION F-F
15	EAST EARTHEN PLUG DEGRADEMENT TYPICAL SECTION G-G & H-H
16	WEST EARTHEN PLUG DEGRADEMENT TYPICAL SECTION I-I

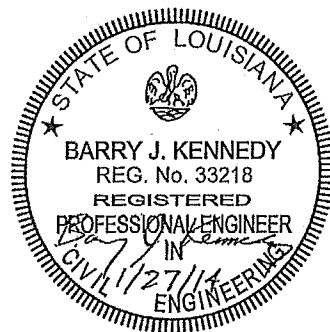
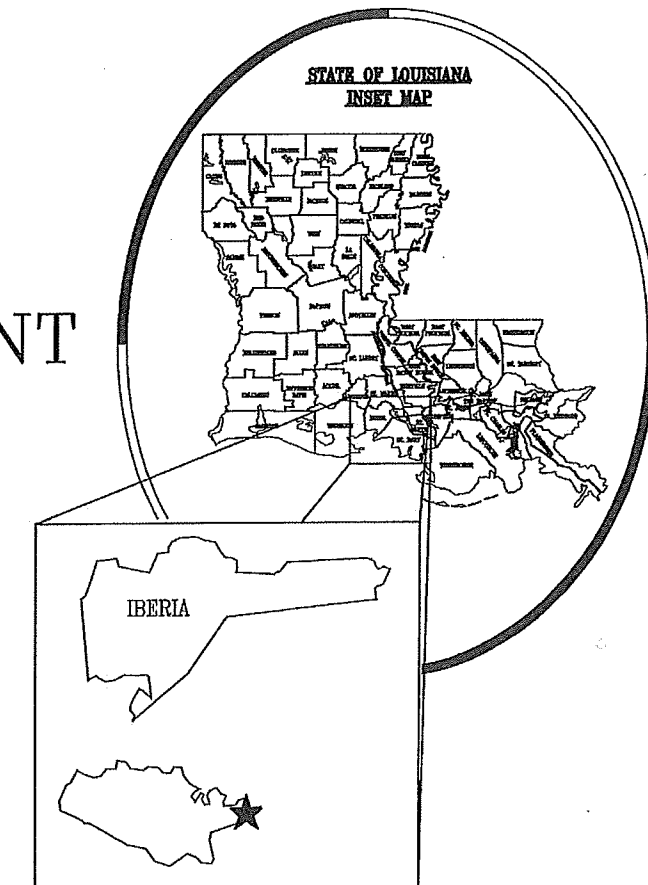
EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION MAINTENANCE EVENT

CWPPRA PROJECT No. TV-21

IBERIA PARISH



VICINITY MAP



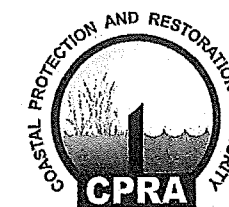
[Signature]
CHIEF - ENGINEERING DIVISION

[Signature]
CHIEF - OPERATIONS DIVISION

[Signature]
REGIONAL MANAGER - OPERATIONS DIVISION

[Signature]
PROJECT ENGINEER - OPERATIONS DIVISION

LICENSURE CLASSIFICATION REQUIREMENTS
MAJOR CLASSIFICATION: HEAVY CONSTRUCTION



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT

TITLE PAGE

STATE PROJECT NUMBER: TV-21

FEDERAL PROJECT NUMBER:

DATE: 1/27/14

APPROVED BY: BJK

SHEET 1 OF 16

REV.	DATE	DESCRIPTION	BY

DRAWN BY: WAC

DESIGNED BY: WAC

GENERAL NOTES

- TYPE OF CONSTRUCTION IS CLASSIFICATION III (HEAVY CONSTRUCTION) SHORELINE PROTECTION.
- ALL ELEVATIONS ARE GIVEN IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), U.S. SURVEY FEET. ALL HORIZONTAL COORDINATES ARE GIVEN IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83), LOUISIANA STATE PLANE, SOUTH ZONE, U.S. SURVEY FEET, REFERENCED TO GEOID09. THE BENCHMARK IN THE PROJECT AREA IS SHOWN ON SHEET 3.
- MEAN LOW WATER (MLW) IS -0.22 FT. NAVD 88, AND MEAN HIGH WATER(MHW) IS +1.29 FT. NAVD 88.
- AERIAL IMAGES USED FOR PROJECT DRAWING BACKGROUNDS ARE 2011 DOQQ IMAGES FLOWN FOR THE OIL ASSESSMENT FOR THE BP MC252 INCIDENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NAVIGATING FROM A NAVIGABLE WATER BODY TO THE SITE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NAVIGATING WITHIN THE LIMITS OF THE PROJECT SITE AND DREDGING ONLY WITHIN THE DESIGNATED DREDGING LIMITS SHOWN ON THE PLANS. THE CPRA PROJECT ENGINEER OR LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES (L.W.F.) INSPECTOR SHALL MONITOR EQUIPMENT OPERATIONS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING L.W.F. FIVE (5) WORKING DAYS PRIOR TO MOBILIZATION. ALL PIPELINES IN THE AREA SHALL BE INITIALLY MARKED WITH BUOYS BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN BUOYS DURING CONSTRUCTION AND SHALL HAVE ADEQUATE NAVIGATIONAL EQUIPMENT ON THEIR VESSELS TO AVOID DREDGING IN RESTRICTED AREAS. PIPELINE OPERATORS KNOWN TO HAVE PIPELINES IN THE VICINITY ARE SHOWN ON ALL PLAN VIEW SHEETS. THE CONTRACTOR SHALL CALL LOUISIANA-ONE-CALL AND PIPELINE SAFETY (225) 342-3417, FIVE (5) WORKING DAYS PRIOR TO MOBILIZATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE CLEARANCES FROM THE PIPELINES SET FORTH IN THE PLAN DRAWINGS OR IN THE BID DOCUMENTS. NO EXCAVATION IS ALLOWED WITHIN ANY AREA RESTRICTED BY THE PIPELINE COMPANIES AND SET FORTH ON THE PLANS. PIPELINE LOCATIONS SHOWN ON THE PLANS ARE BASED ON LADNR PIPELINE DATABASES.

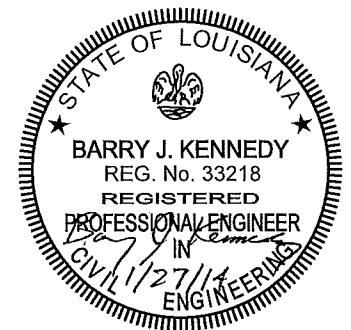
PIPELINE CONTACT INFORMATION:
 INFORMATION:
 EXXON MOBIL
 CONTACT: ANTHONY WAHLHEIM
 PH. (225) 755-2094

LOUISIANA DEPT. OF WILDLIFE AND FISHERIES CONTACT
 EDMOND MOUTON OR CASSIDY LEJEUNE
 CONTACT:
 PH. (337) 373-0032

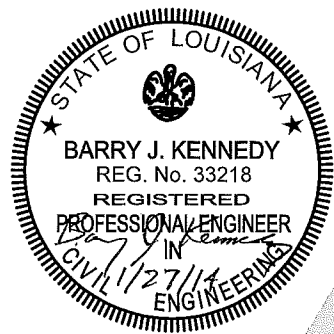
- THE PROJECT FEATURES AND QUANTITIES SHOWN ARE BASED ON FIELD SURVEYS PERFORMED IN 2011 FOR THE DESIGN OF THIS PROJECT. ACTUAL FIELD CONDITIONS MAY HAVE CHANGED SINCE THE DESIGN SURVEYS WERE PERFORMED. PRE-CONSTRUCTION SURVEYS, PERFORMED BY THE CONTRACTOR, WILL BE USED BY THE ENGINEER TO UPDATE THESE CONSTRUCTION PLANS. THE ENGINEER WILL USE THE UPDATED CROSS SECTIONS AS INITIAL CONDITIONS FOR APPLICABLE PROJECT FEATURES IN THE PLANS PRIOR TO CONSTRUCTION. THE ALIGNMENT FOR THE ARTICULATED CONCRETE MATS MAY BE REVISED BY THE ENGINEER BEFORE CONSTRUCTION TO REFLECT CHANGES IN THE FIELD CONDITIONS.
- ANY DAMAGE TO EXISTING U.S. COAST GUARD NAVIGATION AIDS OR PRIVATE NAVIGATION AIDS SHALL BE REPAIRED BY THE CONTRACTOR TO THE U.S. COAST GUARD STANDARDS AT THE EXPENSE OF THE CONTRACTOR.
- THE ESTIMATED AREA OF MAT COVERAGE SHOWN IN THE SUMMARY OF ESTIMATED QUANTITIES ARE FOR BIDDING PURPOSES ONLY AND CALCULATED ACCORDING TO THE CONDITIONS SURVEYED IN 2011 FOR THE DESIGN OF THIS PROJECT. SEE TS-6 FOR ADDITIONAL REQUIREMENTS. THE OWNER RESERVES THE RIGHT TO ADJUST QUANTITIES HIGHER OR LOWER WITHOUT ADJUSTMENT OF THE UNIT PRICE.
- THE CONTRACTOR IS TO AVOID IMPACTS TO EXISTING VEGETATION FOR THE PROTECTION OF FRAGILE EMERGENT MARSH. ACCESS TO OR MOVEMENT OUTSIDE OF THE DEFINED PROJECT SITES ARE STRICTLY PROHIBITED WITHIN MARSH CREATION AREAS FOR PERSONNEL, EQUIPMENT ACCESS, AND MATERIAL STORAGE.
- CLEARING OF TREES AND WOODY VEGETATION SHALL BE PERFORMED ON ALL AREAS WHERE SUCH MATERIALS ARE WITHIN THE PROPOSED LIMITS OF THE ARTICULATED CONCRETE MATS. THE LIMITS OF CLEARING SHALL BE 5 FEET BEYOND THE EXTENT OF THE ARTICULATED MATS. ALL TREES AND WOODY VEGETATION SHALL BE CUT LEVEL WITH THE GROUND SURFACE. IN AREAS WHERE TREES ARE LOCATED IN THE WATER, THOSE TREES AND STUMPS SHALL BE REMOVED SUCH THAT NO PROJECTS ABOVE THE MUD LINE. ALL MATERIAL CLEARED SHALL BE PLACED ON THE INTERIOR OF THE EXISTING CONTAINMENT DIKE ALIGNMENT. THE MATERIAL MAY EITHER BE BURIED OR PLACED AT A MAXIMUM HEIGHT OF +5.0' (NAVD88). NO DIRECT PAYMENT WILL BE MADE FOR CLEARING.
- NO DREDGED MATERIAL SHALL BE PLACED WITHIN 40' OF THE PROPOSED ACCESS CHANNEL IN THE EAST-WEST CANAL. THE CONTRACTOR MAY PLACE EXCAVATED MATERIAL FROM EAST-WEST CANAL ADJACENT TO THE DREDGED ACCESS CANAL ALIGNMENT, AS FILL FOR THE STAGING AREA, OR AS FILL FOR THE CONTAINMENT DIKE REPAIR AS SHOWN ON THE PLANS.
- THE TIMBER MATS ARE TO BE REMOVED WHOLE, IF POSSIBLE. SEE TS-4 FOR TIMBER MAT REMOVAL DETAILS. THE CONTRACTOR HAS THE OPTION TO REUSE THE REMOVED MATS IN THE STAGING AREA. PRIOR TO DEMOBILIZATION, ALL MATS ARE TO BE REMOVED AND DISPOSED BY THE CONTRACTOR.
- THE CONTRACTOR IS TO DEGRADE THE REMNANT CONTAINMENT DIKE TO SURROUNDING MARSH ELEVATION WHERE THE TIMBER MAT PLUG WAS LOCATED. THE EXCAVATED MATERIAL IS TO BE SPREAD EVENLY WITHIN THE VICINITY OF THE REMOVED PLUG. EXCAVATION NEAR THE TIMBER PLUG MAY BE MODIFIED BY THE W.L.F. INSPECTOR.
- THE CONTRACTOR SHALL PERFORM A LOUISIANA ONE CALL PRIOR TO MOBILIZATION. RECORDS OF THE ONE CALL SHALL BE SUBMITTED TO THE ENGINEER AND OWNER. PLEASE SEE GP-25 OF THE SPECIFICATIONS FOR FURTHER DETAILS.

SUMMARY OF ESTIMATED QUANTITIES

BASE BID			
ITEM No.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	MOBILIZATION & DEMOBILIZATION	LUMP SUM	1
2	CONSTRUCTION SURVEYS	LUMP SUM	1
3	ACCESS AND FLOTATION DREDGING & PLUG REMOVAL	LUMP SUM	1
4	TIMBER MAT REMOVAL	LUMP SUM	1
5	EARTHEN PLUG & GAP DEGRADEMENT	LUMP SUM	1
6	ARTICULATED CONCRETE MATS (SHORELINE PROTECTION)	SQUARE YARD	2,350
7	WOVEN GEOTEXTILE FABRIC (SHORELINE PROTECTION)	SQUARE YARD	2,350
8	CONTAINMENT DIKE REPAIR (SHORELINE PROTECTION)	CUBIC YARD	2,400



 T. BAKER SMITH 1913 A CENTURY OF SOLUTIONS 2013 412 South Van Ave, Houma, LA 70363 (985)868-1060 - tbsmith.com				COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL ST. STE. 1501 BATON ROUGE, LOUISIANA 70801		EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT STATE PROJECT NUMBER: TV-21 FEDERAL PROJECT NUMBER: APPROVED BY: BJK		GENERAL NOTES AND ESTIMATED QUANTITIES DATE: 1/27/14 SHEET 2 OF 16	
REV.	DATE	DESCRIPTION	BY	DRAWN BY: WAC	DESIGNED BY: WAC				



LOUISIANA COORDINATE SYSTEM (SOUTH ZONE)
(1983 DATUM)

WEST COTE
BLANCHE BAY

TV14-SM-04
EL:+2.67(NAVD88, GEOID09)
X = 3,158,001.84' (NAD83)
Y = 386,720.98' (NAD83)
LAT = 29°33'36.18" (NAD83)
LONG = 91°43'10.90" (NAD83)

ACCESS
ROUTE

HAWKINS
LAKE

TIMBER MAT REMOVAL
BID ITEM 4
(SHEET 8 & 12)

HAUL
ROUTE

TEMPORARY ROCK PLUG
REMOVAL
BID ITEM 3
AND
SHORELINE PROTECTION
BID ITEMS 6, 7, & 8
(SHEET 7 & 13)

ACCESS AND
FLOATATION DREDGING
BID ITEM 3
(SHEET 6 & 14)

HAWKINS
BAYOU

NORTH-SOUTH CANAL 2

NORTH-SOUTH CANAL

EAST-WEST CANAL

DEGRADE GAP "N"
BID ITEM 5
(SHEET 8)

EAST EARTHEN PLUG
DEGRADEMENT
BID ITEM 5
(SHEET 9 & 15)

SHORELINE PROTECTION
BID ITEMS 6, 7, & 8
(SHEET 4 & 11)

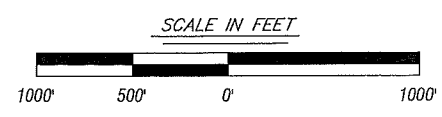
WEST EARTHEN PLUG
DEGRADEMENT
BID ITEM 5
(SHEET 10 & 16)

EAST COTE BLANCHE BAY

- NOTES:**
- 2011 AERIAL PHOTOGRAPHY
 - PROJECT BENCHMARK IS TV14-SM-04
 - CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INFLICTED UPON EXISTING PIPELINES OR OTHER OIL & GAS INFRASTRUCTURE.
 - THE SHORELINE PROTECTION FEATURE SHALL BE ACCESSED THROUGH THE EAST-WEST CANAL, OR EAST COTE BLANCHE BAY IF NO ACCESS DREDGING IS REQUIRED.
 - THE TIMBER MAT REMOVAL WORK SHALL BE ACCESSED ONLY THROUGH THE NORTH-SOUTH CANAL AND THE DESIGNATED HAUL ROUTE.
 - THE EAST AND WEST EARTHEN PLUG DEGRADEMENT SHALL ONLY BE ACCESSED THROUGH THE ROUTE SHOWN.
 - ACCESS TO PROJECT FEATURES THROUGH EMERGENT MARSH IS PROHIBITED, UNLESS SHOWN IN THE PLANS.

LEGEND:

- // — LADNR PIPELINE DATABASE
- ▲ PROJECT BENCHMARK
- — — ACCESS / HAUL ROUTE
- — — CONTAINMENT DIKE



REV.	DATE	DESCRIPTION	BY

TBS T. BAKER SMITH 1913
A CENTURY OF SOLUTIONS 2013
412 South Van Ave, Houma, LA 70363
(985)868-1050 - tbsmith.com

COASTAL PROTECTION AND RESTORATION AUTHORITY
450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

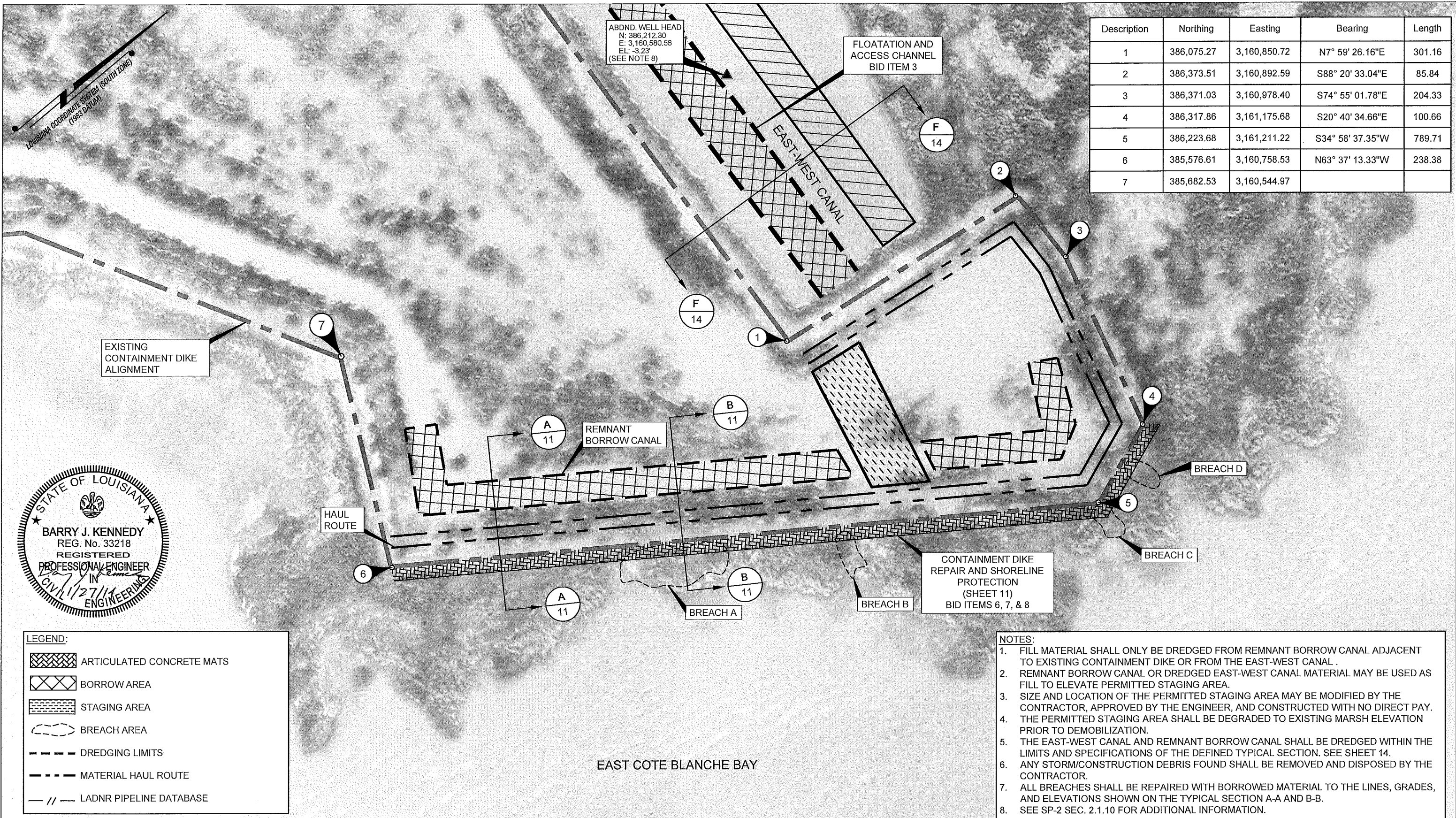
DRAWN BY: WAC DESIGNED BY: WAC

EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT

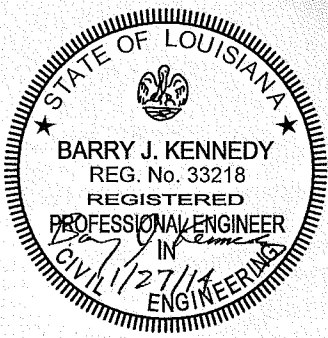
STATE PROJECT NUMBER: TV-21

FEDERAL PROJECT NUMBER: DATE: 1/27/14

APPROVED BY: BJK SHEET 3 OF 16



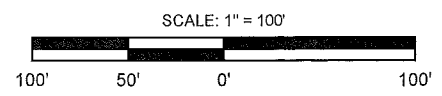
Description	Northing	Easting	Bearing	Length
1	386,075.27	3,160,850.72	N7° 59' 26.16"E	301.16
2	386,373.51	3,160,892.59	S88° 20' 33.04"E	85.84
3	386,371.03	3,160,978.40	S74° 55' 01.78"E	204.33
4	386,317.86	3,161,175.68	S20° 40' 34.66"E	100.66
5	386,223.68	3,161,211.22	S34° 58' 37.35"W	789.71
6	385,576.61	3,160,758.53	N63° 37' 13.33"W	238.38
7	385,682.53	3,160,544.97		



LEGEND:

- ARTICULATED CONCRETE MATS
- BORROW AREA
- STAGING AREA
- BREACH AREA
- DREDGING LIMITS
- MATERIAL HAUL ROUTE
- LADNR PIPELINE DATABASE

- NOTES:**
- FILL MATERIAL SHALL ONLY BE DREDGED FROM REMNANT BORROW CANAL ADJACENT TO EXISTING CONTAINMENT DIKE OR FROM THE EAST-WEST CANAL.
 - REMNANT BORROW CANAL OR DREDGED EAST-WEST CANAL MATERIAL MAY BE USED AS FILL TO ELEVATE PERMITTED STAGING AREA.
 - SIZE AND LOCATION OF THE PERMITTED STAGING AREA MAY BE MODIFIED BY THE CONTRACTOR, APPROVED BY THE ENGINEER, AND CONSTRUCTED WITH NO DIRECT PAY.
 - THE PERMITTED STAGING AREA SHALL BE DEGRADED TO EXISTING MARSH ELEVATION PRIOR TO DEMOBILIZATION.
 - THE EAST-WEST CANAL AND REMNANT BORROW CANAL SHALL BE DREDGED WITHIN THE LIMITS AND SPECIFICATIONS OF THE DEFINED TYPICAL SECTION. SEE SHEET 14.
 - ANY STORM/CONSTRUCTION DEBRIS FOUND SHALL BE REMOVED AND DISPOSED BY THE CONTRACTOR.
 - ALL BREACHES SHALL BE REPAIRED WITH BORROWED MATERIAL TO THE LINES, GRADES, AND ELEVATIONS SHOWN ON THE TYPICAL SECTION A-A AND B-B.
 - SEE SP-2 SEC. 2.1.10 FOR ADDITIONAL INFORMATION.



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
STE. 1501
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EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT

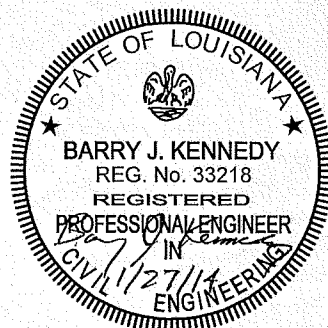
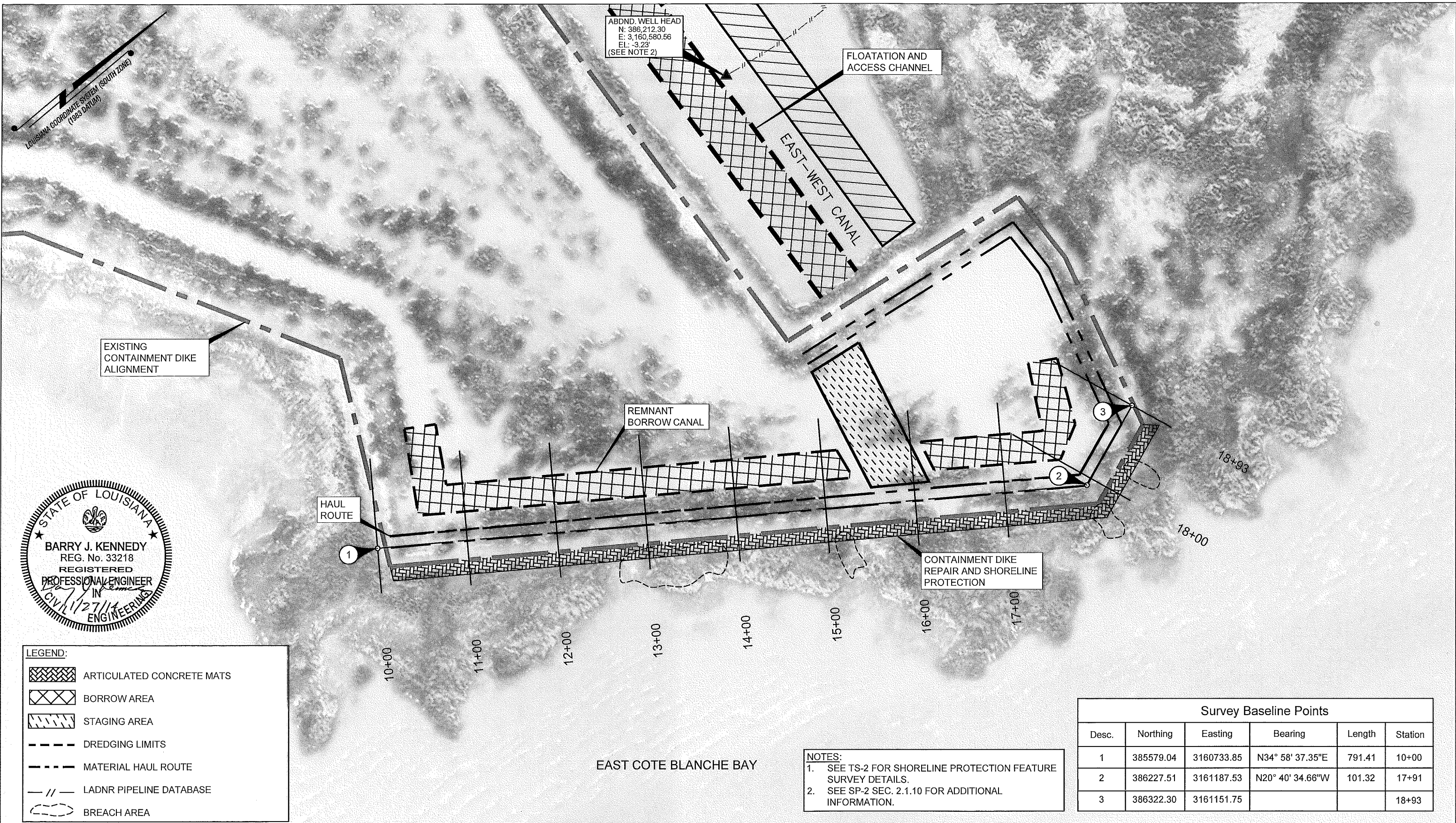
STATE PROJECT NUMBER: TV-21
FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

SHORELINE PROTECTION LAYOUT

DATE: 1/27/14

SHEET 4 OF 16

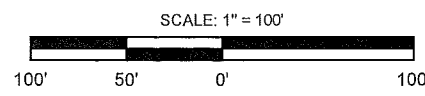


LEGEND:

	ARTICULATED CONCRETE MATS
	BORROW AREA
	STAGING AREA
	DREDGING LIMITS
	MATERIAL HAUL ROUTE
	LADNR PIPELINE DATABASE
	BREACH AREA

NOTES:
 1. SEE TS-2 FOR SHORELINE PROTECTION FEATURE SURVEY DETAILS.
 2. SEE SP-2 SEC. 2.1.10 FOR ADDITIONAL INFORMATION.

Survey Baseline Points					
Desc.	Northing	Easting	Bearing	Length	Station
1	385579.04	3160733.85	N34° 58' 37.35"E	791.41	10+00
2	386227.51	3161187.53	N20° 40' 34.66"W	101.32	17+91
3	386322.30	3161151.75			18+93



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
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EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

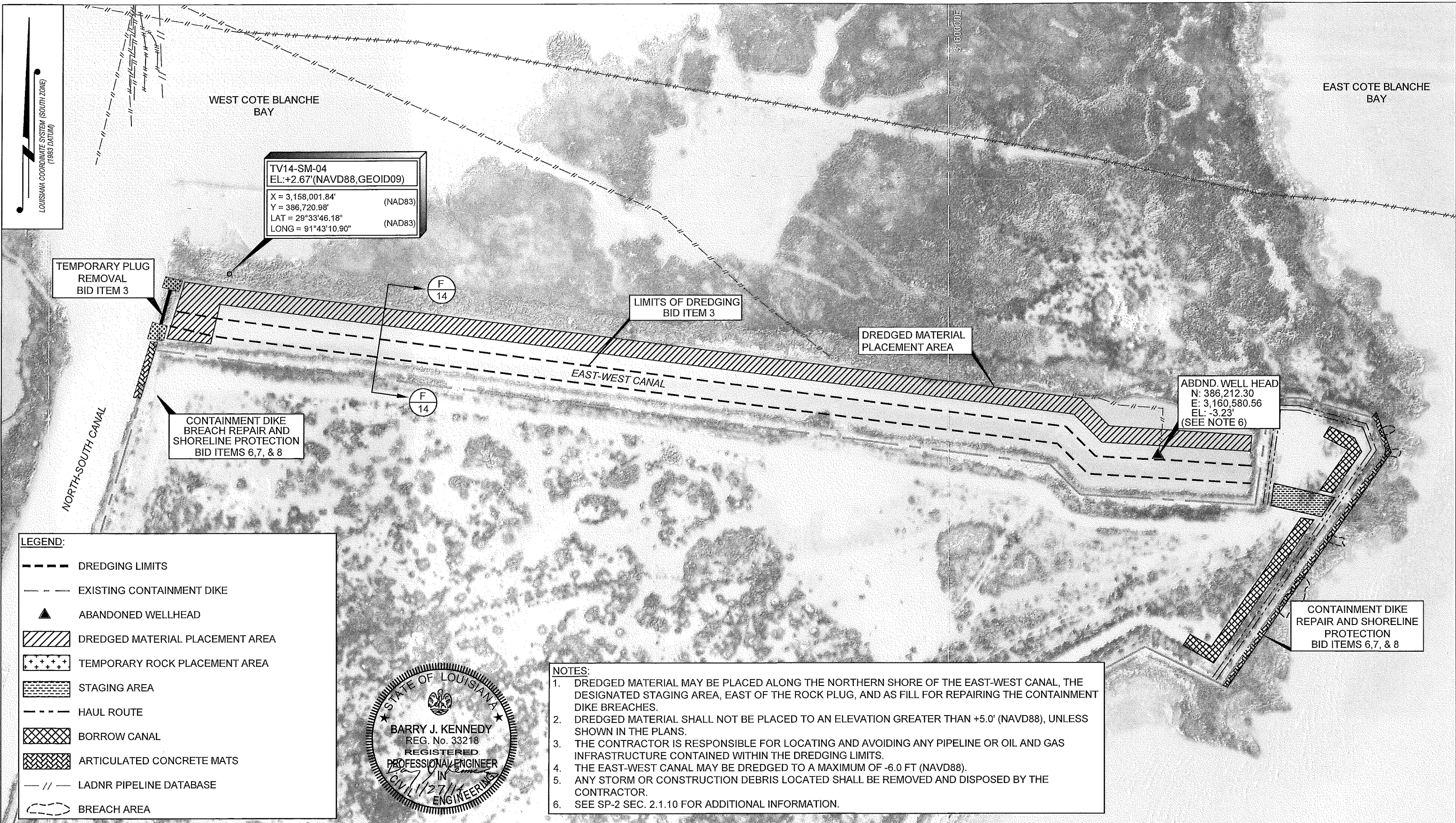
FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

SHORELINE PROTECTION SURVEY BASELINE

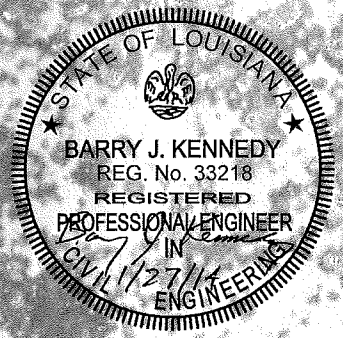
DATE: 1/27/14

SHEET 5 OF 16

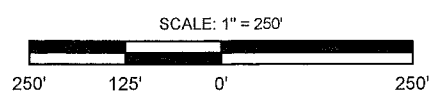


LEGEND:

- DREDGING LIMITS
- - - EXISTING CONTAINMENT DIKE
- ▲ ABANDONED WELLHEAD
- ▨ DREDGED MATERIAL PLACEMENT AREA
- ▩ TEMPORARY ROCK PLACEMENT AREA
- ▧ STAGING AREA
- - - HAUL ROUTE
- ▩ BORROW CANAL
- ▩ ARTICULATED CONCRETE MATS
- // - LADNR PIPELINE DATABASE
- ⋯ BREACH AREA



- NOTES:**
1. DREDGED MATERIAL MAY BE PLACED ALONG THE NORTHERN SHORE OF THE EAST-WEST CANAL, THE DESIGNATED STAGING AREA, EAST OF THE ROCK PLUG, AND AS FILL FOR REPAIRING THE CONTAINMENT DIKE BREACHES.
 2. DREDGED MATERIAL SHALL NOT BE PLACED TO AN ELEVATION GREATER THAN +5.0' (NAVD88), UNLESS SHOWN IN THE PLANS.
 3. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND AVOIDING ANY PIPELINE OR OIL AND GAS INFRASTRUCTURE CONTAINED WITHIN THE DREDGING LIMITS.
 4. THE EAST-WEST CANAL MAY BE DREDGED TO A MAXIMUM OF -6.0 FT (NAVD88).
 5. ANY STORM OR CONSTRUCTION DEBRIS LOCATED SHALL BE REMOVED AND DISPOSED BY THE CONTRACTOR.
 6. SEE SP-2 SEC. 2.1.10 FOR ADDITIONAL INFORMATION.



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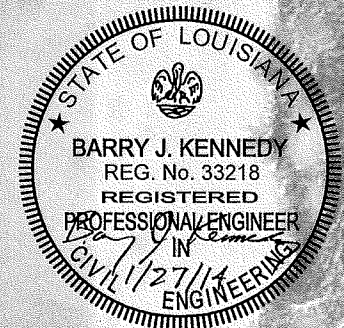
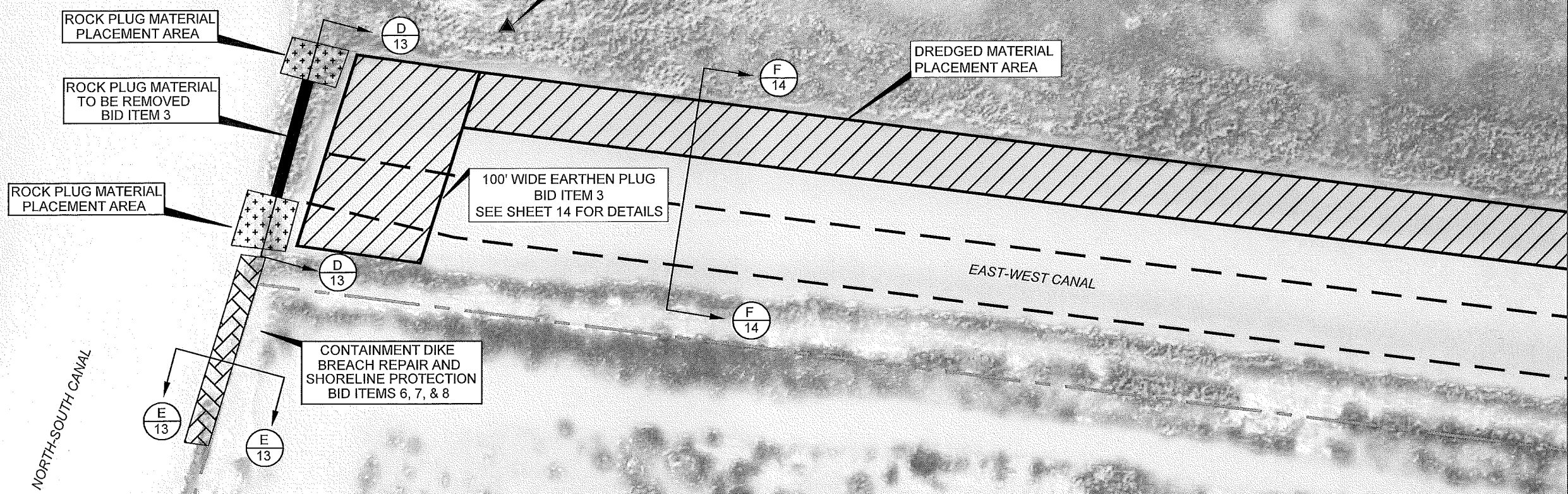
COASTAL PROTECTION AND RESTORATION AUTHORITY
 450 LAUREL ST.
 STE. 1501
 BATON ROUGE, LOUISIANA 70801

DRAWN BY: WAC DESIGNED BY: WAC

EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT		EAST-WEST CANAL ACCESS LAYOUT	
STATE PROJECT NUMBER: TV-21		DATE: 1/27/14	
FEDERAL PROJECT NUMBER:		APPROVED BY: BJK	
		SHEET 6 OF 16	

LOUISIANA COORDINATE SYSTEM (SOUTH ZONE)
(1983 DATUM)

TV14-SM-04
EL: +2.67' (NAV D88, GEOID09)
X = 3,158,001.84' (NAD83)
Y = 386,720.98' (NAD83)
LAT = 29°33'46.18" (NAD83)
LONG = 91°43'10.90" (NAD83)



LEGEND:

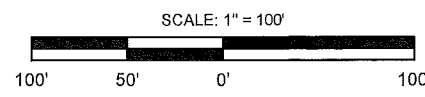
- PROJECT BENCHMARK
- EAST-WEST CANAL DREDGING LIMITS / ACCESS ROUTE
- EXISTING CONTAINMENT DIKE
- DREDGED MATERIAL PLACEMENT AREA
- PLUG MATERIAL PLACEMENT AREA
- DIKE REPAIR AND SHORELINE PROTECTION
- MATERIAL TO BE REMOVED

SHORELINE PROTECTION NOTES:

- DREDGED MATERIAL FROM THE EAST-WEST CANAL MAY BE USED AS FILL FOR THE CONTAINMENT DIKE BREACH REPAIR. SEE TS-8 OF THE SPECIFICATIONS FOR DETAILS.
- FILL SHALL BE PLACED TO THE LINES, GRADES, AND ELEVATIONS SHOWN IN TYPICAL SECTION E-E.
- ARTICULATED CONCRETE MATS WILL BE PLACED OVER GEOTEXTILE FABRIC AS SHOWN IN TYPICAL SECTION E-E AND STATED IN TS-6 AND TS-7 OF THE SPECIFICATIONS.

NOTES:

- THE ROCK PLUG IS TO BE RECONSTRUCTED WITHIN THE LINES, GRADES, AND ELEVATIONS OF THE PRE-CONSTRUCTION SURVEY PRIOR TO DEMOBILIZATION, DREDGED MATERIAL FROM THE EAST-WEST CANAL MAY BE USED AS FILL MATERIAL.
- EXCAVATED ROCK PLUG MATERIAL MAY BE PLACED ON AREAS ADJACENT TO THE EXCAVATION AS SHOWN ON THE PLANS.
- DREDGED MATERIAL FROM THE EAST-WEST CANAL SHALL BE PLACED TO CONSTRUCT A 100.0' EARTHEN PLUG AT +1.5' ELEVATION EAST OF THE ROCK PLUG, PAID THROUGH BID ITEM 3.
- ANY EXCAVATED MATERIAL SHALL NOT BE PLACED AS TO IMPEDE NAVIGATION OF EXISTING WATERWAYS.
- DREDGING OF THE NORTH-SOUTH CANAL SHALL BE STRICTLY LIMITED TO WHEEL-WASHING OR MINOR DREDGING TO ALLOW DIRECT ACCESS TO THE ROCK PLUG.



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

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EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

TEMPORARY ROCK PLUG
REMOVAL AND BREACH
REPAIR LAYOUT

DATE: 1/27/14

SHEET 7 OF 16

LOUISIANA COORDINATE SYSTEM (SOUTH ZONE)
(1983 DATUM)

HAWKINS LAKE

40 TIMBER MATS (BID ITEM 4)
X = 3,155,323' (NAD 83)
Y = 384,135' (NAD 83)
LAT = 29° 33' 20.49" (NAD 83)
LONG = 91° 43' 41.13" (NAD 83)

C
12

TIMBER MAT REMOVAL
HAUL ROUTE (SEE NOTE 2)

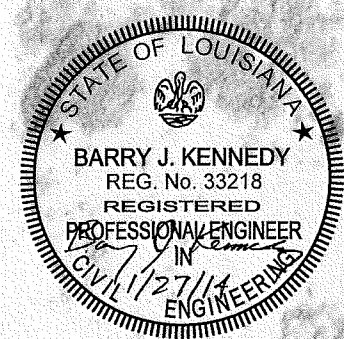
ABDN. WELL HEAD
N: 384,041.00
E: 3,156,864.00
EL: -12.2'
(SEE NOTE 7)

NORTH-SOUTH CANAL

"N" GAP - SEE "N" GAP NOTES
FOR DETAILS (BID ITEM 5)
X = 3,156,148' (NAD 83)
Y = 383,990' (NAD 83)
LAT = 29° 33' 19.09" (NAD 83)
LONG = 91° 43' 31.79" (NAD 83)

LEGEND:

- HAUL ROUTE LIMITS
- - - EXISTING CONTAINMENT DIKE CENTERLINE
- ▲ MAGNETOMETER SURVEY ANOMALY
- ▨ "N" GAP
- ▩ TIMBER MATS

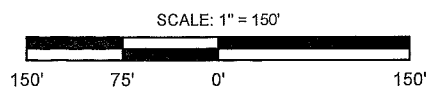


"N" GAP NOTES:

1. THE CONTRACTOR SHALL DEGRADE "N" GAP PRIOR TO DEMOBILIZATION.
2. THE BOTTOM OF THE GAP IS TO BE EXCAVATED BETWEEN 0.0' TO -1.0' (NAVD88), WITHIN THE EXISTING CONTAINMENT DIKE WIDTH.
3. EXCAVATED MATERIAL SHALL BE DISPERSED EVENLY WITHIN THE MARSH CREATION AREA TO A MAXIMUM ELEVATION OF +1.5', WHICH MAY BE ADJUSTED BY THE W.L.F. INSPECTOR.

NOTES:

1. THE TIMBER MATS SHALL BE ACCESSED THROUGH THE NORTH-SOUTH CANAL AND THE DESIGNATED HAUL ROUTE.
2. TRACKING EQUIPMENT TO ACCESS AND HAUL TIMBER MATS SHALL BE WITHIN 50 FT., TO THE NORTH, OF THE EXISTING CONTAINMENT DIKE ALIGNMENT.
3. SEE TS-4 OF THE SPECIFICATIONS FOR TIMBER MAT REMOVAL AND DISPOSAL REQUIREMENTS.
4. SEE TS-4 FOR INFORMATION REGARDING DEGRADATION OF THE CONTAINMENT DIKE AND FINAL GRADE AFTER TIMBER MAT REMOVAL.
5. THE CONTRACTOR IS INSTRUCTED TO CONTACT W.L.F. PRIOR TO DEGRADING THE CONTAINMENT DIKE SURROUNDING THE TIMBER MATS AND "N" GAP SO THAT AN AUTHORIZED W.L.F. INSPECTOR MAY BE PRESENT DURING THE WORK.
6. CONTRACTOR IS TO COLLECT AND DISPOSE ANY STORM OR CONSTRUCTION DEBRIS FOUND NEAR THE WORK AREAS.
7. SEE SP-2 SEC. 2.1.10 FOR ADDITIONAL INFORMATION.



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

DRAWN BY: WAC

DESIGNED BY: WAC

EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

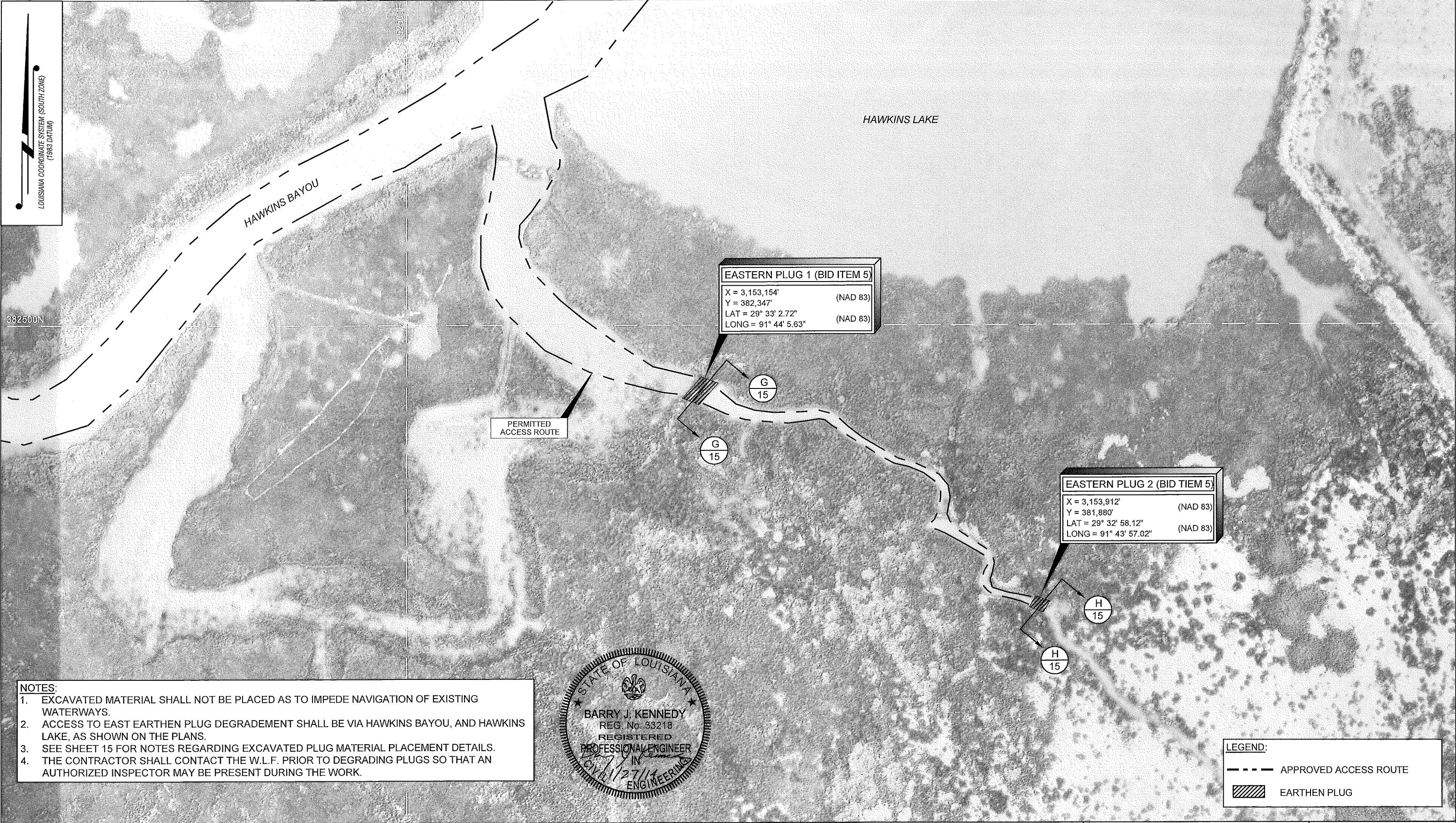
FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

TIMBER MAT REMOVAL
AND GAP "N"
DEGRADATION LAYOUT

DATE: 1/27/14

SHEET 8 OF 16



EASTERN PLUG 1 (BID ITEM 5)
 X = 3,153,154' (NAD 83)
 Y = 382,347' (NAD 83)
 LAT = 29° 33' 2.72" (NAD 83)
 LONG = 91° 44' 5.63" (NAD 83)

EASTERN PLUG 2 (BID ITEM 5)
 X = 3,153,912' (NAD 83)
 Y = 381,880' (NAD 83)
 LAT = 29° 32' 58.12" (NAD 83)
 LONG = 91° 43' 57.02" (NAD 83)

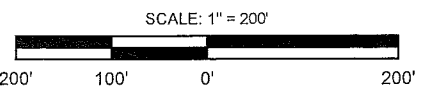
PERMITTED ACCESS ROUTE

- NOTES:**
- EXCAVATED MATERIAL SHALL NOT BE PLACED AS TO IMPEDE NAVIGATION OF EXISTING WATERWAYS.
 - ACCESS TO EAST EARTHEN PLUG DEGRADEMENT SHALL BE VIA HAWKINS BAYOU, AND HAWKINS LAKE, AS SHOWN ON THE PLANS.
 - SEE SHEET 15 FOR NOTES REGARDING EXCAVATED PLUG MATERIAL PLACEMENT DETAILS.
 - THE CONTRACTOR SHALL CONTACT THE W.L.F. PRIOR TO DEGRADING PLUGS SO THAT AN AUTHORIZED INSPECTOR MAY BE PRESENT DURING THE WORK.



LEGEND:

	APPROVED ACCESS ROUTE
	EARTHEN PLUG



REV.	DATE	DESCRIPTION	BY

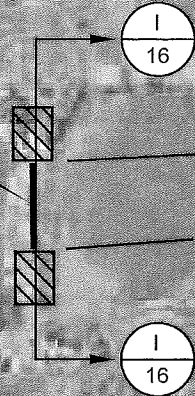
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COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL ST. STE. 1501 BATON ROUGE, LOUISIANA 70801		EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT	EAST EARTHEN PLUG DEGRADEMENT LAYOUT
		STATE PROJECT NUMBER: TV-21	DATE: 1/27/14
DRAWN BY: WAC	DESIGNED BY: WAC	FEDERAL PROJECT NUMBER:	APPROVED BY: BJK
			SHEET 9 OF 16

LOUISIANA COORDINATE SYSTEM (SOUTH ZONE)
(1983 DATUM)

WESTERN PLUG 2 (BID ITEM 5)
 X = 3,149,573' (NAD 83)
 Y = 379,244' (NAD 83)
 LAT = 29° 32' 31.88" (NAD 83)
 LONG = 91° 44' 46.04" (NAD 83)

WESTERN PLUG 1 (BID ITEM 5)
 X = 3,149,555' (NAD 83)
 Y = 379,439' (NAD 83)
 LAT = 29° 32' 33.80" (NAD 83)
 LONG = 91° 44' 46.25" (NAD 83)



NORTH - SOUTH CANAL 2

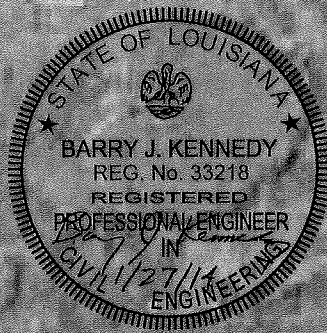
HAWKINS BAYOU

3150000E

380000N

NOTES:

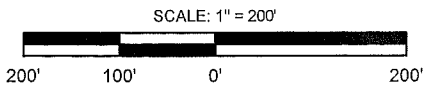
- EXCAVATED MATERIAL SHALL NOT BE PLACED AS TO IMPEDE NAVIGATION OF EXISTING WATERWAYS.
- ACCESS TO WEST EARTHEN PLUG DEGRADEMENT SHALL ONLY BE VIA HAWKINS BAYOU, HAWKINS LAKE, AND NORTH-SOUTH CANAL 2 VIA THE ROUTE SHOWN ON SHEET 3.
- SEE SHEET 16 FOR NOTES REGARDING EXCAVATED MATERIAL PLACEMENT DETAILS.
- THE CONTRACTOR SHALL CONTACT THE W.L.F. PRIOR TO DEGRADING PLUGS SO THAT AN AUTHORIZED INSPECTOR MAY BE PRESENT DURING THE WORK.
- THE CONTRACTOR SHALL ALIGN THE PROPOSED PLUG DEGRADEMENT SECTION WITH THE CENTERLINE OF EXISTING PLUG BREACHES, IF APPLICABLE.



LEGEND:

MATERIAL PLACEMENT AREA

ACCESS ROUTE



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EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

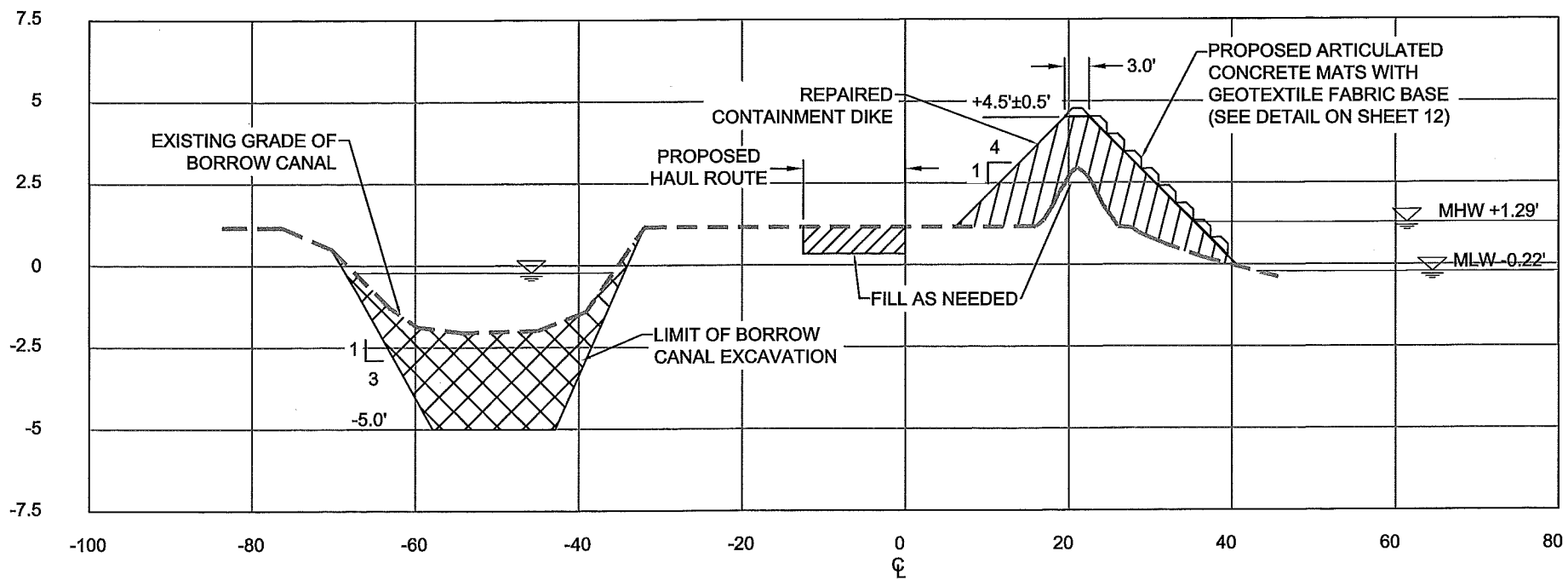
FEDERAL PROJECT NUMBER:

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WEST EARTHEN PLUG DEGRADEMENT LAYOUT

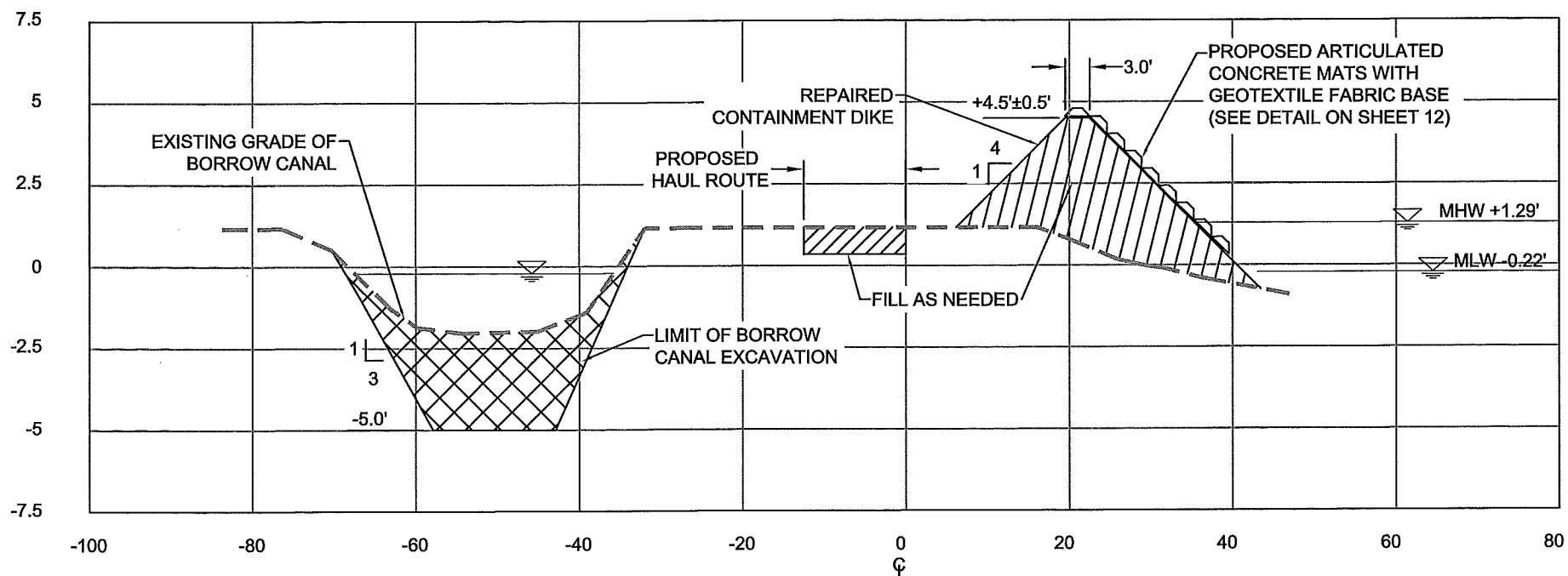
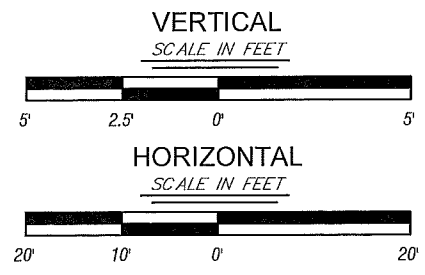
DATE: 1/27/14

SHEET 10 OF 16

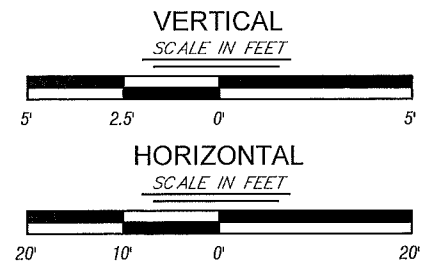


TYPICAL SECTION A-A

- NOTES:
1. TYPICAL SECTION EXISTING FEATURES ARE NOT BASED ON SURVEY DATA.
 2. BORROWED MATERIAL FROM THE REMNANT BORROW CANAL MAY ONLY BE USED FOR HAUL ROUTE FILL AND CONTAINMENT DIKE RECONSTRUCTION.
 3. THE HAUL ROUTE SHALL BE CONSTRUCTED AS NEEDED BY THE CONTRACTOR, WITH NO DIRECT PAY.
 4. MATERIAL MAY ONLY BE EXCAVATED WITHIN THE EXISTING BORROW CANAL TO A MINIMUM ELEVATION OF -5.0' (NAVD88)
 5. THE FINAL LIFT OF MATERIAL PLACED ON THE CONTAINMENT DIKE IS TO BE CONSTRUCTED TO A 4.5'±0.5' (NAVD88).
 6. A MINIMUM OF 7 DAYS SHALL BE OBSERVED BEFORE SURVEYS OF THE CONTAINMENT DIKE IS PERMITTED.



TYPICAL SECTION B-B



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
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BATON ROUGE, LOUISIANA 70801

DRAWN BY: WAC DESIGNED BY: WAC

EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

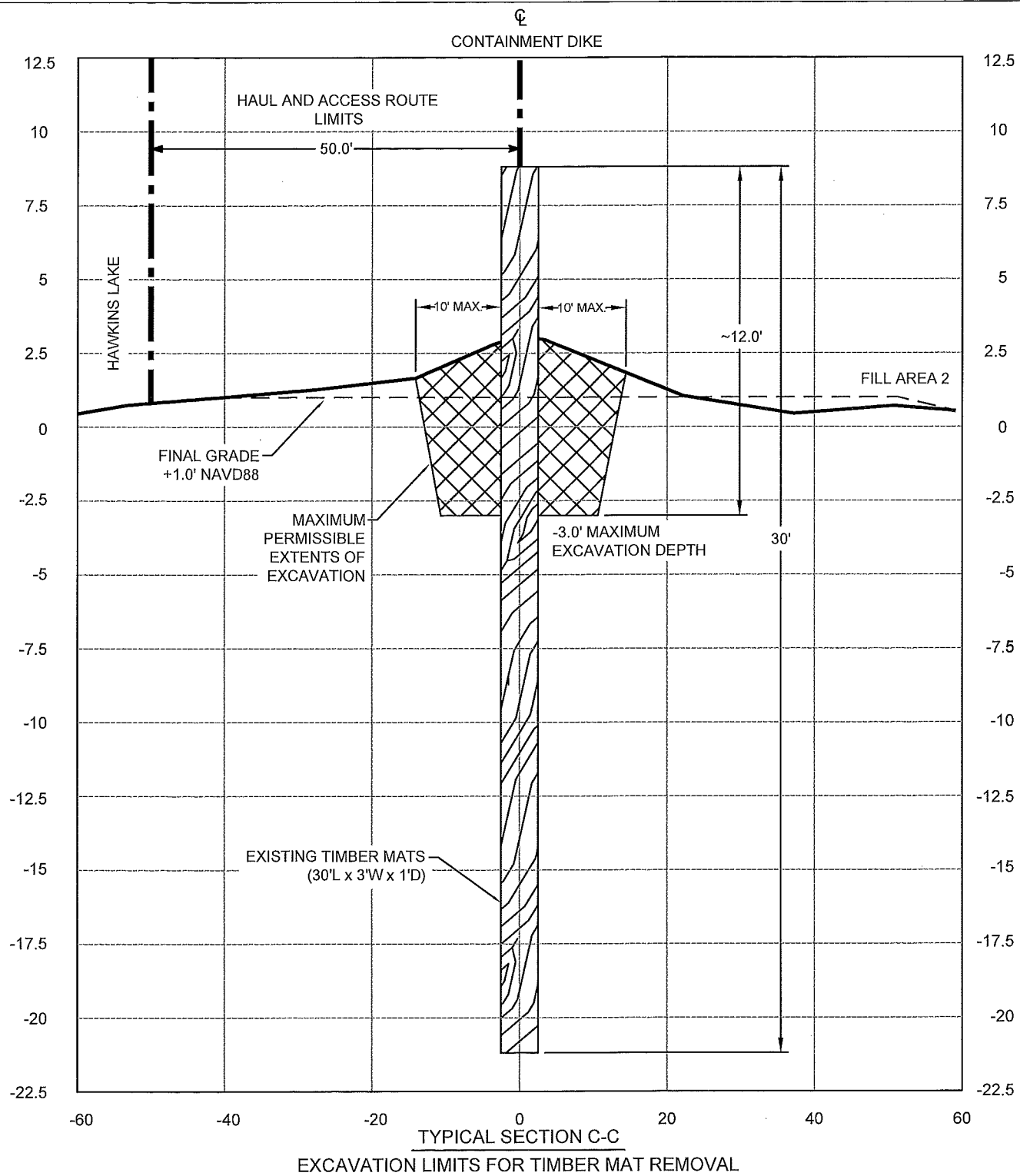
FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

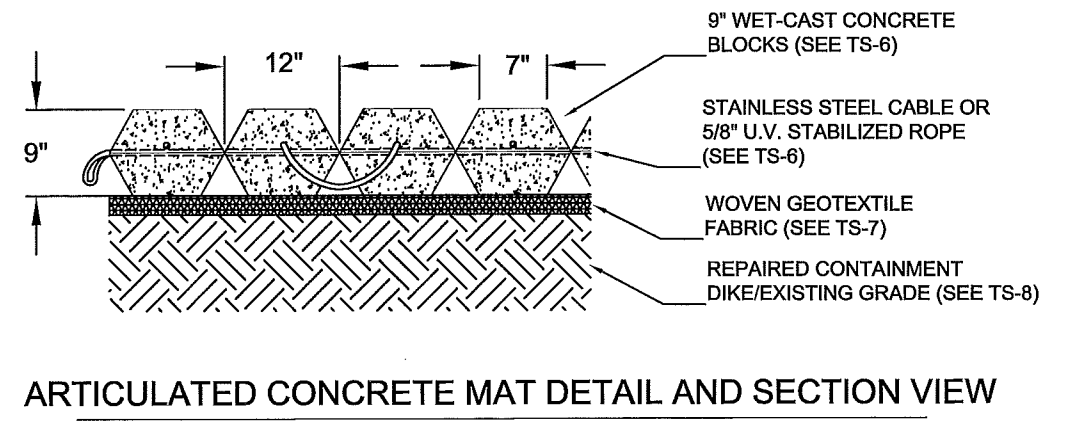
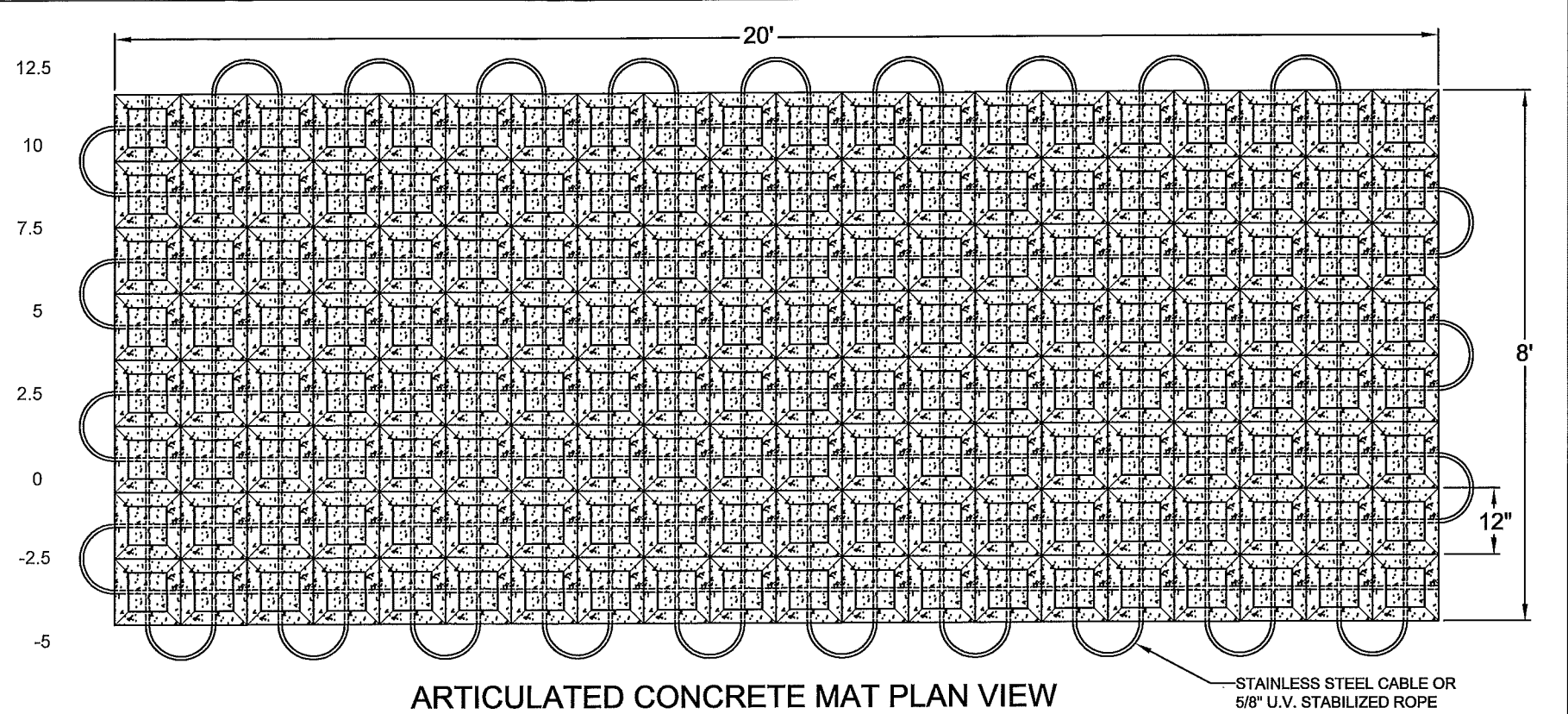
SHORELINE PROTECTION
TYPICAL
SECTION A-A & B-B

DATE: 1/27/14

SHEET 11 OF 16



- TIMBER MAT NOTES:**
1. THE TIMBER MATS TO BE REMOVED (BID ITEM 4) SHALL BE ACCESSED ONLY THROUGH THE NORTH-SOUTH CANAL AND THE DESIGNATED HAUL ROUTE ALONG THE CONTAINMENT DIKE.
 2. EQUIPMENT ACCESS SHALL BE WITHIN 50 FT. OF THE EXISTING CONTAINMENT DIKE CENTERLINE.
 3. SEE TS-4 FOR FURTHER DETAILS REGARDING TIMBER MAT REMOVAL AND DISPOSAL.
 4. THE CONTAINMENT DIKE, AFTER TIMBER MAT REMOVAL, SHALL BE GRADED TO +1.0' (NAVD88), OR AS DIRECTED BY THE W.L.F. INSPECTOR. SEE TS-4 OF THE SPECIFICATIONS FOR DETAILS.



- ARTICULATED CONCRETE MATS NOTES**
1. GULFWARD MARSH SURFACE ELEVATION, EXTENDING 30' FROM EXISTING CONTAINMENT DIKE ALIGNMENT SHALL BE A MINIMUM OF +1.0' (NAVD88) PRIOR TO GEOTEXTILE AND MAT PLACEMENT.
 2. GEOTEXTILE FABRIC (WOVEN) SHALL BE PLACED ALONG THE REPAIRED DIKE AND GULFWARD MARSH PRIOR TO MAT PLACEMENT.
 3. THE ARTICULATED CONCRETE MATS SHALL BE WET-CAST 9" BLOCKS WITH 8'x20' OVERALL DIMENSIONS. SEE SPECIFICATION TS-6 FOR FURTHER DETAILS.
 4. THE ARTICULATED CONCRETE MATS SHALL BE PLACED, WIDTH-WISE, ALONG THE REPAIRED DIKE CENTERLINE COVERING THE CREST'S WIDTH AND EXTENDING TOWARDS THE BAY.
 5. THE SOUTHERN AND NORTHERN EXTENTS OF THE MATS SHALL BE ANCHORED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS.

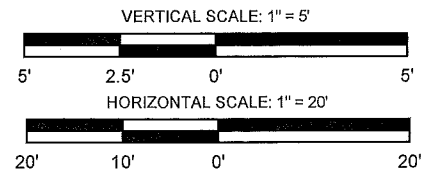


COASTAL PROTECTION AND RESTORATION AUTHORITY

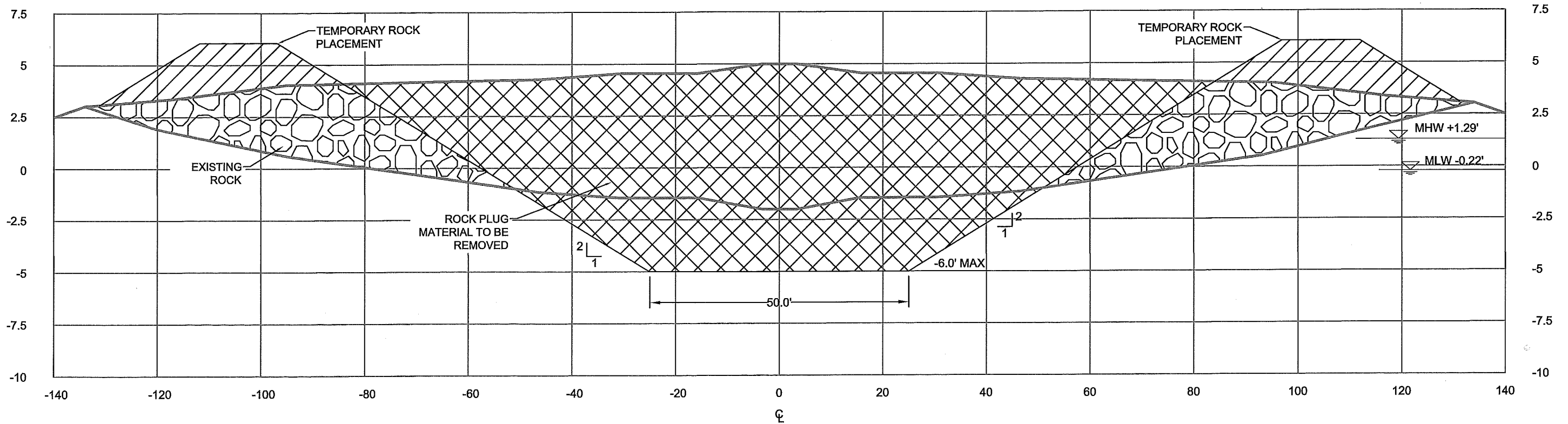
450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

DRAWN BY: WAC DESIGNED BY: WAC

EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT	TIMBER MAT REMOVAL TYPICAL SECTION C-C & ARTICULATED CONCRETE MAT DETAILS
STATE PROJECT NUMBER: TV-21	DATE: 1/27/14
FEDERAL PROJECT NUMBER:	APPROVED BY: BJK
	SHEET 12 OF 16



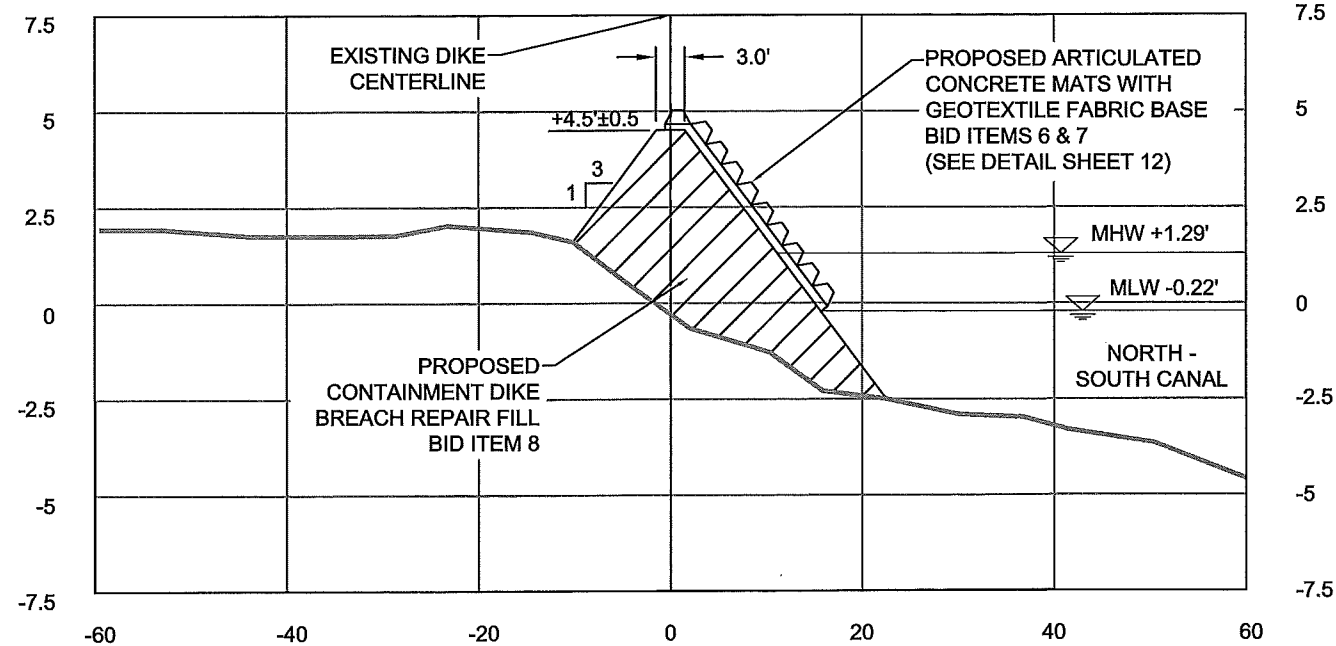
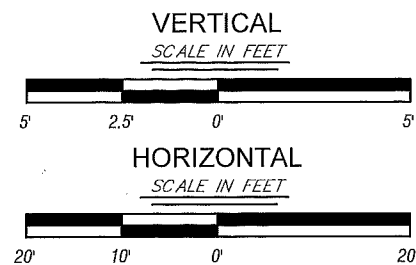
REV.	DATE	DESCRIPTION	BY



TYPICAL SECTION D-D

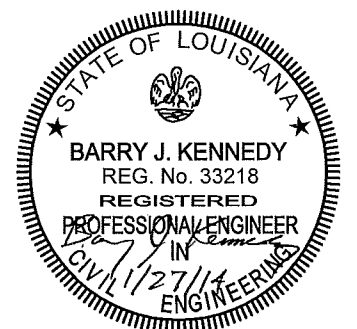
HORIZONTAL 1" = 5'
VERTICAL 1" = 20'

- NOTES:**
1. TYPICAL SECTIONS OF EXISTING FEATURES ARE NOT BASED ON SURVEY DATA.
 2. EXCAVATED ROCK PLUG MATERIAL SHALL BE PLACED WITHIN THE EXISTING ROCK PLUG EXTENTS.
 3. THE ROCK PLUG MAY ONLY BE EXCAVATED TO A MAXIMUM ELEVATION OF -6.0' (NAVD88)
 4. THE PLUG SHALL BE DEGRADED FOR A MINIMUM OF 50.0' ALONG THE EXISTING PLUG CENTERLINE.
 5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND AVOIDING EXISTING PIPELINE AND OIL AND GAS INFRASTRUCTURE DURING DEGRADATION.
 6. THE EXCAVATED ROCK PLUG MATERIAL SHALL BE PLACED WITHIN PRECONSTRUCTION LINES, GRADES, AND ELEVATIONS PRIOR TO DEMOBILIZATION.
 7. TYPICAL SECTION E-E SHALL FOLLOW DETAILS FOR ARTICULATED CONCRETE MAT INSTALLATION SHOWN IN SHEET 12.



TYPICAL SECTION E-E

HORIZONTAL 1" = 5'
VERTICAL 1" = 20'



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

DRAWN BY: WAC

DESIGNED BY: WAC

EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

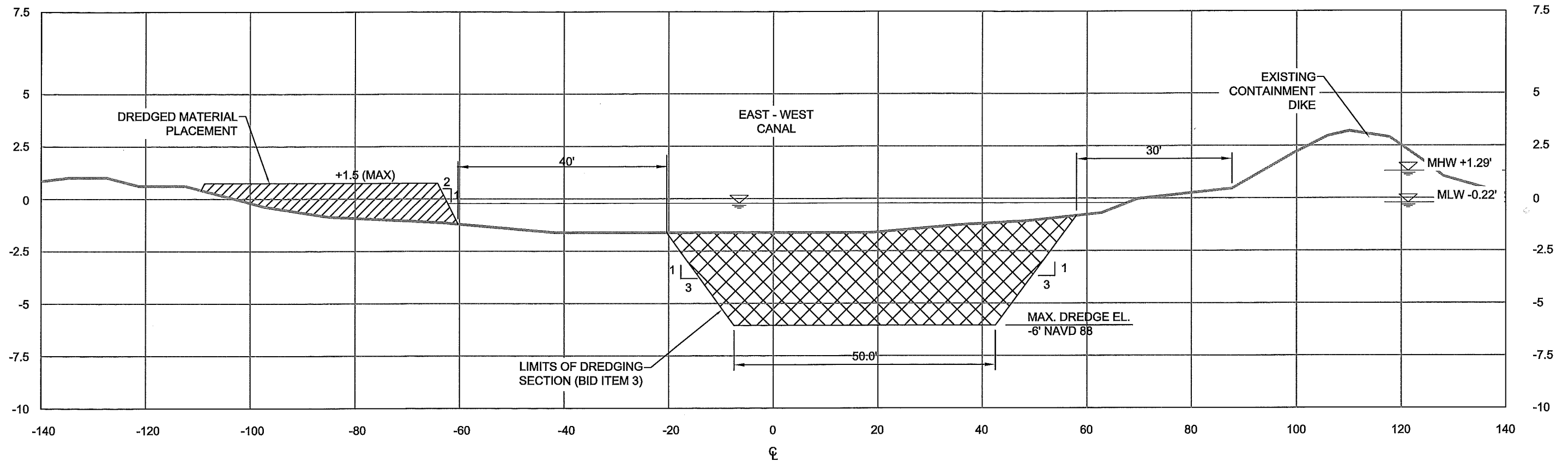
FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

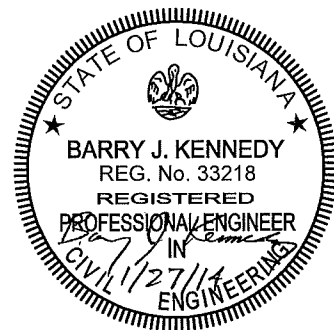
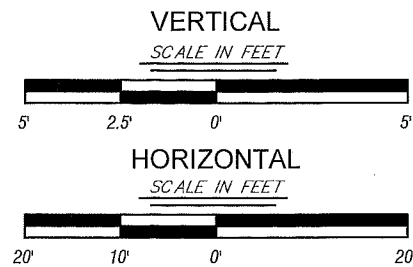
TEMPORARY ROCK
PLUG REMOVAL &
BREACH REPAIR
TYPICAL SECTION D-D & E-E

DATE: 1/27/14

SHEET 13 OF 16



TYPICAL SECTION F-F



- NOTES:**
1. TYPICAL SECTIONS OF EXISTING FEATURES ARE NOT BASED ON SURVEY DATA.
 2. DREDGED MATERIAL SHALL NOT BE PLACED OUTSIDE THE BANKLINES OF THE EAST-WEST CANAL, UNLESS SPECIFIED IN THE PLANS AND SPECIFICATIONS.
 3. THE EAST-WEST CANAL SHALL ONLY BE DREDGED TO THE MINIMUM DRAFT REQUIREMENT OF CONSTRUCTION VESSELS USED ON THE PROJECT. MATERIAL SHALL NOT BE REMOVED FROM THE CANAL BELOW -6.0' (NAVD88).
 4. THE DREDGED MATERIAL MAY ONLY BE PLACED TO A MAXIMUM ELEVATION OF +1.5' (NAVD88)
 5. THE PROPOSED 100' WIDE EARTHEN PLUG SHALL FOLLOW THE LINES, GRADES, AND ELEVATIONS OF THE DREDGED MATERIAL PLACEMENT AREA IN TYPICAL SECTION I-I.

REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION AND RESTORATION AUTHORITY

450 LAUREL ST.
STE. 1501
BATON ROUGE, LOUISIANA 70801

DRAWN BY: WAC

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EAST MARSH ISLAND MARSH CREATION
POST-CONSTRUCTION
MAINTENANCE EVENT

STATE PROJECT NUMBER: TV-21

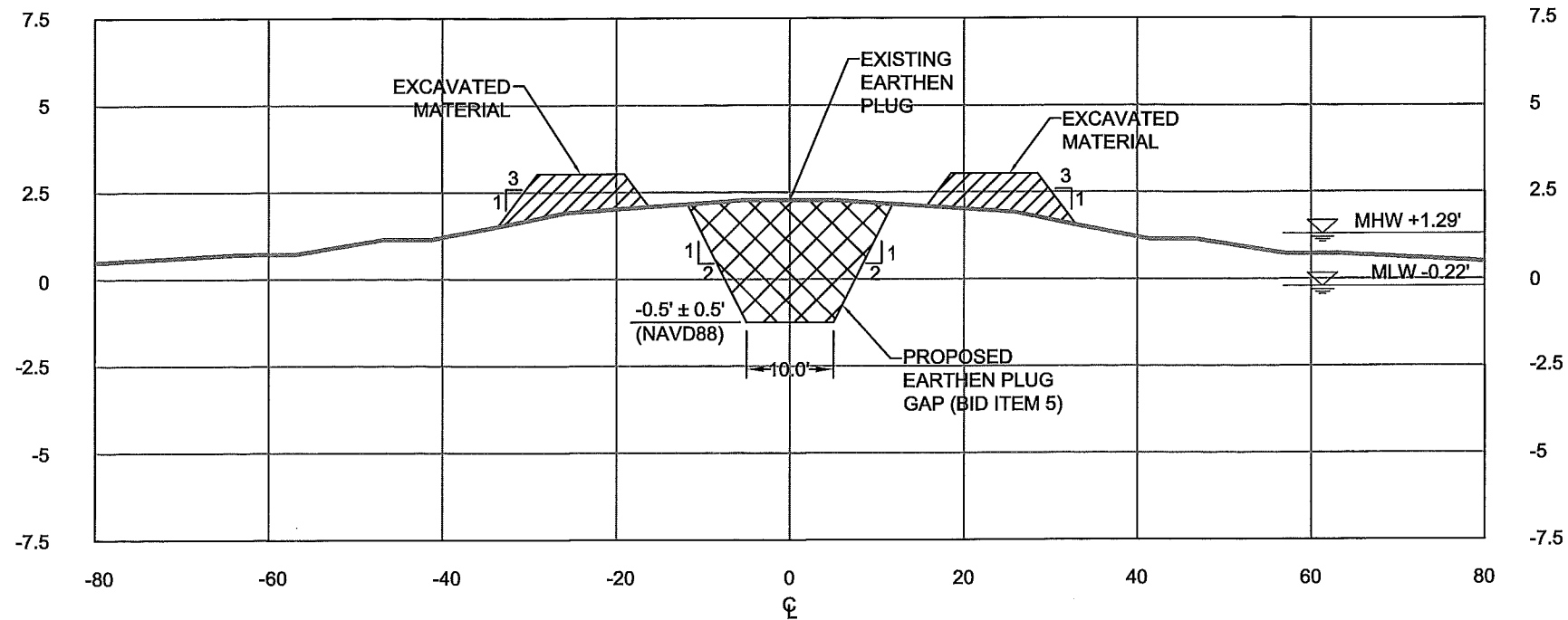
FEDERAL PROJECT NUMBER:

APPROVED BY: BJK

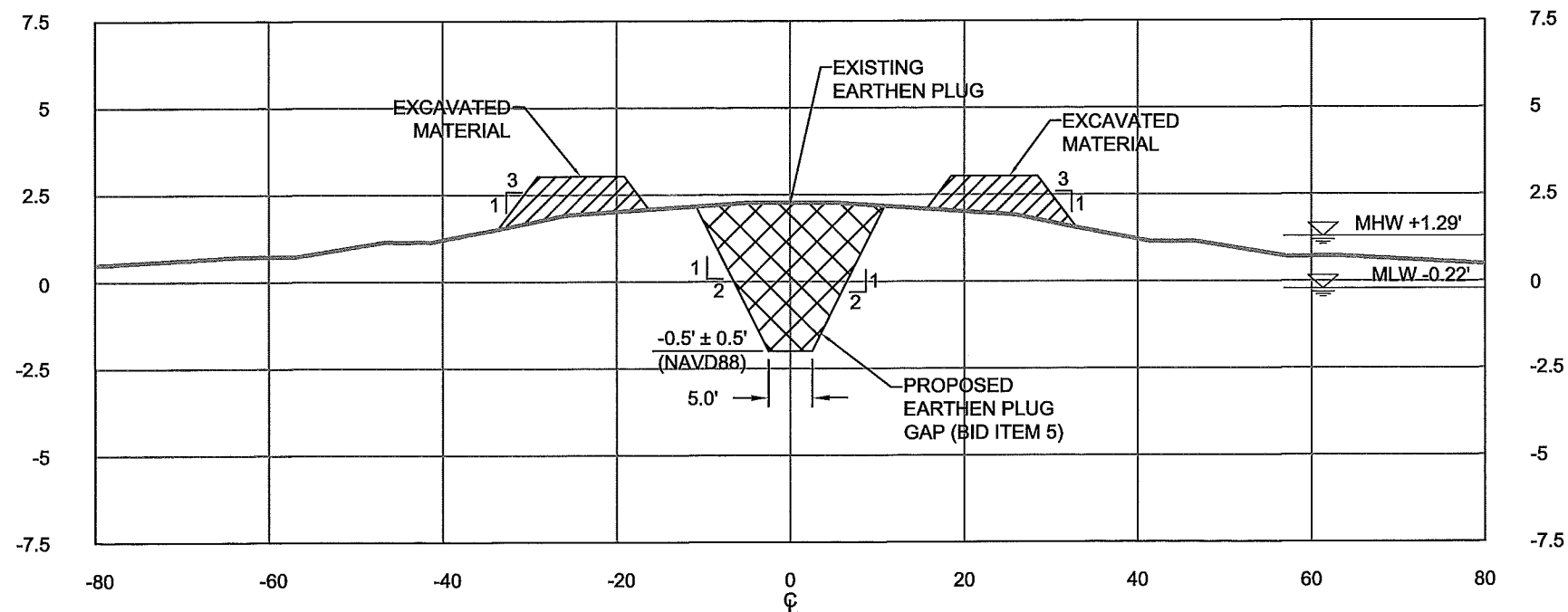
EAST-WEST CANAL
TYPICAL SECTIONS F-F

DATE: 1/27/14

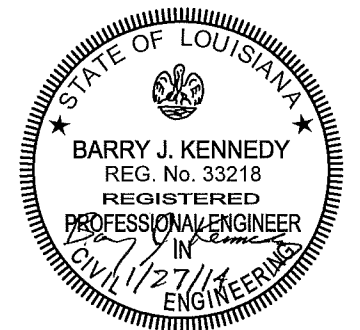
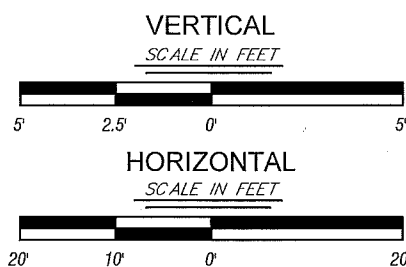
SHEET 14 OF 16



TYPICAL SECTION G-G

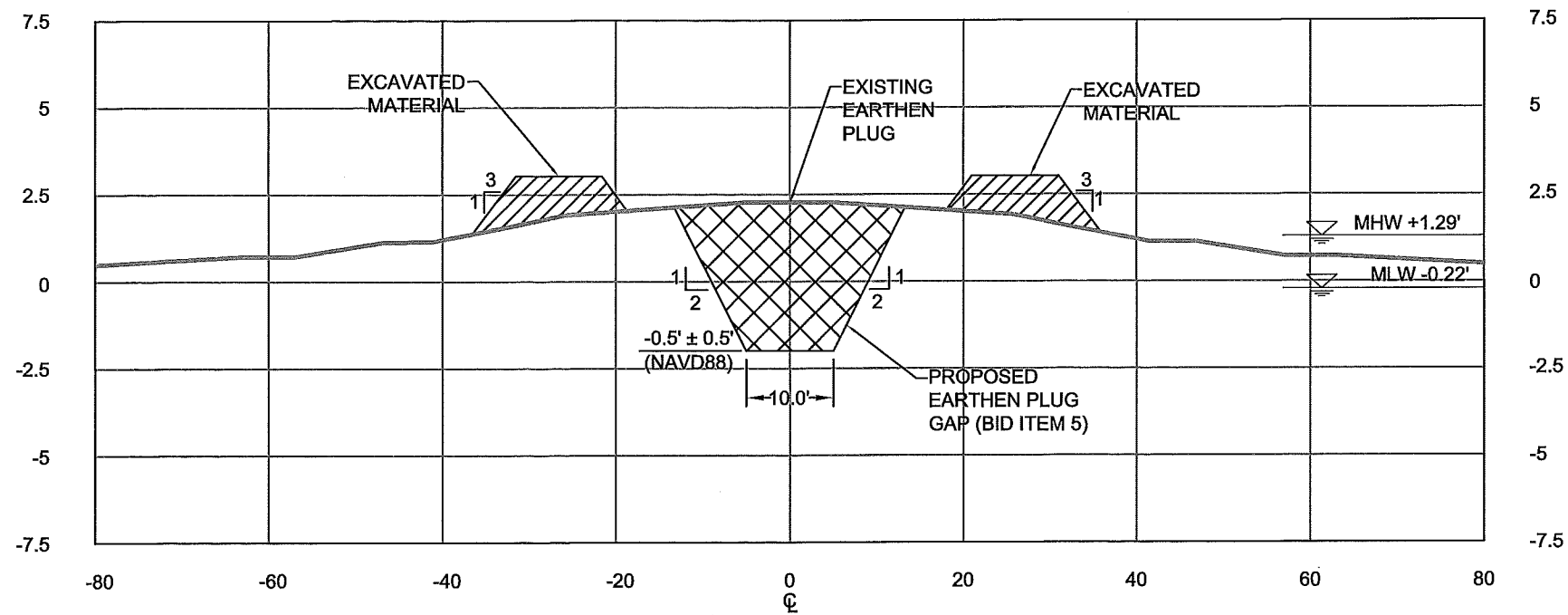


TYPICAL SECTION H-H

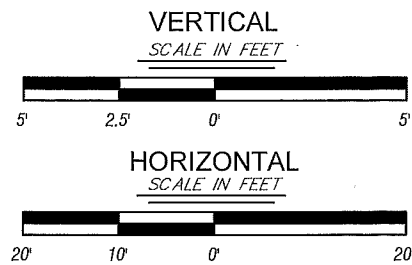
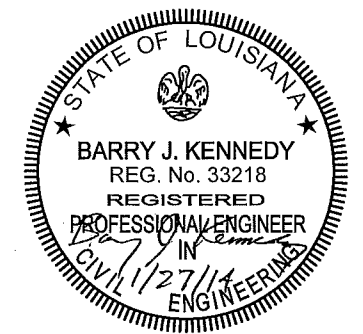


- NOTES:
1. TYPICAL SECTION EXISTING FEATURES ARE NOT BASED ON SURVEY DATA.
 2. EXCAVATED MATERIAL IS TO BE PLACED ON EXISTING EARTHEN PLUG.
 3. MATERIAL MAY BE EXCAVATED TO A MAXIMUM ELEVATION OF 0' TO -1' (NAVD88).
 4. THE PLUG SHALL BE DEGRADED THROUGH IT'S ENTIRE LENGTH, ALONG THE PLUG MIDLINE.
 5. THE EXCAVATED MATERIAL SHALL BE PLACED TO A MAXIMUM ELEVATION OF +5.0' (NAVD88)

				COASTAL PROTECTION AND RESTORATION AUTHORITY 450 LAUREL ST. STE. 1501 BATON ROUGE, LOUISIANA 70801		EAST MARSH ISLAND MARSH CREATION POST-CONSTRUCTION MAINTENANCE EVENT		EAST EARTHEN PLUG DEGRADEMENT TYPICAL SECTIONS G-G & H-H	
						STATE PROJECT NUMBER: TV-21		DATE: 1/27/14	
REV.		DATE		DESCRIPTION		BY		DRAWN BY: WAC	
DESIGNED BY: WAC		APPROVED BY: BJK		SHEET 15 OF 16					



TYPICAL SECTION I-I



- NOTES:
1. TYPICAL SECTION EXISTING FEATURES ARE NOT BASED ON SURVEY DATA.
 2. DREDGED MATERIAL IS TO BE PLACED ON EXISTING EARTHEN PLUG.
 3. MATERIAL MAY ONLY BE EXCAVATED TO A MAXIMUM ELEVATION OF 0.0' TO -1.0' (NAVD88)
 4. THE PLUG SHALL BE DEGRADED FOR A MINIMUM OF 10.0' ALONG THE EXISTING PLUG CENTERLINE.
 5. THE EXCAVATED MATERIAL MAY ONLY BE PLACED TO A MAXIMUM ELEVATION OF +5.0' (NAVD88)

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			APPROVED BY: BJK	SHEET 16 OF 16																				