

**BID PACKAGE
FOR**

**COTE BLANCHE BAY HYDROLOGIC RESTORATION
PVC WALL EXTENSION PROJECT
(TV-04)**

ST. MARY PARISH, LOUISIANA



**LOUISIANA
COASTAL PROTECTION AND RESTORATION
AUTHORITY
OPERATIONS BRANCH**

AUGUST 2014

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- A Interpretation or Clarification By Engineer Form
- B Landrights Memorandum
- C Government Permits
- D Directions to Boat Launch
- E Survey Control
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- G Prevailing Wage Determination Scale

LIST OF DRAWINGS

Sheet No.

- 1 Title Sheet
- 2 General Notes & Estimated Quantities
- 3 Plan View
- 4 Details
- 5 Details
- 6 Warning Sign Details

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., **Thursday, October 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: **Cote Blanche Bay Hydrologic Restoration
PVC Wall Extension
St. Mary Parish, Louisiana**

PROJECT NUMBER: **TV-04**

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>.

Questions about this procedure shall be directed to Renee McKee:
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 NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD

at 10:00 AM on Tuesday, September 23, 2014 at Abdalla Hall Auditorium Room 102, 635 Cajundome Blvd., Lafayette, LA 70506.

A JOBSITE VISIT IS RECOMMENDED

The job site is located in St. Mary Parish near Jackson Bayou along the East Cote Blanche Bay shoreline. The project area can be accessed from approximately 16 miles south of US HWY 90 on LA Highway 317 at the entrance to Burn's Point Boat Launch. 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. Stan Aucoin with CPRA is required to be notified at 337-482-0681 of any site visits to the project area.

Stan Aucoin, CPRA, may be contacted at 337-255-0499, if directions are needed to the Non-Mandatory Pre-Bid Conference.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Heavy Construction**. In accordance with LA. R.S. 37:2163(D), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

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 No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA.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

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

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

Coastal Protection and Restoration Authority is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small 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) consecutive calendar days for the base bid, an additional twenty (20) consecutive calendar days for additive alternate No. 1, an additional twenty (20) consecutive calendar days for additive alternate No. 2, and an additional twenty (20) consecutive calendar days for additive alternate No. 3**, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of **One Thousand, Five Hundred Dollars (\$1,500.00)** 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 NON-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 Mandatory 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.

3.2 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 representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious 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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: FACILITY PLANNING AND CONTROL
CLAIBORNE BUILDING
1201 N. THIRD ST., SUITE 7-210
BATON ROUGE, LA 70802

(Owner to provide name and address of owner)

BID FOR: COTE BLANCHE BAY
HYDROLOGIC RESTORATION
PVC WALL EXTENSION
(TV-04)

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Providence Engineering and Environmental Group LLC and dated: August 2014

Owner to provide name of entity preparing bidding documents.)

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

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

_____ Dollars (\$ _____)

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

Alternate No. 1 Add 200 Linear Feet of Wall Extension for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 Add 170 Linear Feet of Wall Extension for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. Add 200 Linear Feet of Wall Extension for the lump sum of:

_____ Dollars (\$ _____)

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
 CLAIBORNE BUILDING
 1201 N. THIRD ST., SUITE 7-210
 BATON ROUGE, LA 70802

(Owner to provide name and address of owner)

BID FOR: COTE BLANCHE BAY
 HYDROLOGIC RESTORATION
 PVC WALL EXTENSION
 (TV-04)

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ MOBILIZATION & DEMOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-101	1	LUMP SUM		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ TREATED TIMBER PILES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-301	206	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 20' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	1,264	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 16' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	136	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ WOODEN WALERS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-501	2,800	LINEAR FOOT		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ WALER SPLICE PLATES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	140	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ SPLICE PLATE BOLTS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	560	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 5" BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	2,528	EACH		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: FACILITY PLANNING AND CONTROL
 CLAIBORNE BUILDING
 1201 N. THIRD ST., SUITE 7-210
 BATON ROUGE, LA 70802

(Owner to provide name and address of owner)

BID FOR: COTE BLANCHE BAY
 HYDROLOGIC RESTORATION
 PVC WALL EXTENSION
 (TV-04)

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 36" PILE BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	410	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 18" WALER BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	200	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ ROCK RELOCATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-701	1	LUMP SUM		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ PERMANENT WARNING SIGNS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-801	2	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> TREATED TIMBER PILES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-301	29	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 20' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE <input type="checkbox"/>	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	180	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 16' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE <input type="checkbox"/>	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	20	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> WOODEN WALERS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-501	400	LINEAR FOOT		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: FACILITY PLANNING AND CONTROL
CLAIBORNE BUILDING
1201 N. THIRD ST., SUITE 7-210
BATON ROUGE, LA 70802

(Owner to provide name and address of owner)

BID FOR: COTE BLANCHE BAY
HYDROLOGIC RESTORATION
PVC WALL EXTENSION
(TV-04)

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> WALER SPLICE PLATES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	22	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> SPLICE PLATE BOLTS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	88	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 5" BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	360	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 36" PILE BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	58	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>1</u> 18" WALER BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	28	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> TREATED TIMBER PILES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-301	25	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> 20' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	154	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> 16' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	16	EACH		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: FACILITY PLANNING AND CONTROL
CLAIBORNE BUILDING
1201 N. THIRD ST., SUITE 7-210
BATON ROUGE, LA 70802

(Owner to provide name and address of owner)

BID FOR: COTE BLANCHE BAY
HYDROLOGIC RESTORATION
PVC WALL EXTENSION
(TV-04)

(Owner to provide name of project and other identifying information)

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

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> WOODEN WALERS				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-501	340	LINEAR FOOT		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> WALER SPLICE PLATES				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	16	EACH		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> SPLICE PLATE BOLTS				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	64	EACH		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> 5" BOLT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	308	EACH		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> 36" PILE BOLT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	50	EACH		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>2</u> 18" WALER BOLT				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	24	EACH		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> TREATED TIMBER PILES				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-301	29	EACH		

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> 20' VINYL SHEET PILE				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	180	EACH		

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: FACILITY PLANNING AND CONTROL
CLAIBORNE BUILDING
1201 N. THIRD ST., SUITE 7-210
BATON ROUGE, LA 70802

(Owner to provide name and address of owner)

BID FOR: COTE BLANCHE BAY
HYDROLOGIC RESTORATION
PVC WALL EXTENSION
(TV-04)

(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> 16' VINYL SHEET PILE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-401	20	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> WOODEN WALERS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-501	400	LINEAR FOOT		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> WALER SPLICE PLATES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	22	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> SPLICE PLATE BOLTS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	88	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> 5" BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	360	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> 36" PILE BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	58	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> 18" WALER BOLT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-601	28	EACH		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# <u>3</u> PERMANENT WARNING SIGN			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-801	1	EACH		

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)

**COTE BLANCHE BAY HYDROLOGIC
RESTORATION-PVC WALL EXTENSION**

Name of Project

TV-04

Project No.

STATE OF LOUISIANA

PARISH OF ST. MARY

ATTESTATIONS AFFIDAVIT

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

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

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

(a) Public bribery (R.S. 14:118)

(c) Extortion (R.S. 14:66)

(b) Corrupt influencing (R.S. 14:120)

(d) Money laundering (R.S. 14:23)

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)

(f) Bank fraud (R.S. 14:71.1)

(b) Identity Theft (R.S. 14:67.16)

(g) Forgery (R.S. 14:72)

(c) Theft of a business record
(R.S.14:67.20)

(h) Contractors; misapplication of
payments (R.S. 14:202)

(d) False accounting (R.S. 14:70)

(i) Malfeasance in office (R.S. 14:134)

(e) Issuing worthless checks
(R.S. 14:71)

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.

**COTE BLANCHE BAY HYDROLOGIC
RESTORATION-PVC WALL EXTENSION**

Name of Project

TV-04

Project No.

STATE OF LOUISIANA

PARISH OF ST. MARY

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 present 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

NAME: COTE BLANCHE BAY HYDROLOGIC RESTORATION - PVC WALL EXTENSION

LOCATION: EAST COTE BLANCHE BAY

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 _____, 2013

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.

- 1.1 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.
- 1.2 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.
- 1.3 Agreement: The written and signed agreement between the Owner and Contractor specifying the Work to be performed and includes the Contract Documents, all addenda pertaining to the Bid, Notice of Award, Bonds, Plans, General Provisions, Special Provisions, and Technical Specifications.
- 1.4 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.
- 1.5 A.S.T.M.: American Society for Testing and Materials.
- 1.6 Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.
- 1.7 Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.
- 1.8 Bidding Requirements: The Advertisement or Invitation to Bid, Instruction to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.
- 1.9 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 Agreement.
- 1.10 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.

- 1.11 Contract: The written Agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to include the Plans, Specifications, Information for Bidders, Agreement, Advertisement For Bidders, Affidavit, Bid Form, Bid Bond, Contract Bond, Notice of Award, Notice to Proceed, and Change Orders, and Claims.
- 1.12 Contract 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.
- 1.13 Contract Documents: The Agreement, 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.
- 1.14 Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Agreement.
- 1.15 Contract Time: The number of calendar days specified in the Agreement for completion of the Work, together with any extensions authorized through change orders.
- 1.16 Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.
- 1.17 Contracting Agency: The Louisiana Office of Coastal Protection and Restoration (OCPR) acting through the Division of Administration.
- 1.18 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.
- 1.19 Design Report: A written report by the Engineer which provides the design methodology for the Work.
- 1.20 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective.
- 1.21 Engineer: The Louisiana Department of Natural Resources, Coastal Engineering Division, or its designee.
- 1.22 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.
- 1.23 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 Facility Planning and Control in the form of a Change Order.

- 1.24 Federal Sponsor: The federal agency which has been tasked to manage the implementation of the project.
- 1.25 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.
- 1.26 Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.
- 1.27 Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.
- 1.28 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.
- 1.29 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.
- 1.30 Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.
- 1.31 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 Contract Performance Bond.
- 1.32 Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.
- 1.33 Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.
- 1.34 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.
- 1.35 Project Site: The location where the Work is to be performed as stated in the Agreement.
- 1.36 Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.
- 1.37 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.
- 1.38 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.
- 1.39 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.

- 1.40 State: The State of Louisiana.
- 1.41 Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.
- 1.42 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.
- 1.43 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.
- 1.44 Successful Bidder: The lowest responsible Bidder whom the Owner makes an award.
- 1.45 Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.
- 1.46 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.
- 1.47 Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.
- 1.48 Work: All work specified herein or indicated on the Plans.
- 1.49 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, 2000 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 Notice 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 Office of Coastal Protection and Restoration, 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 shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Agreement 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 Special Provisions, unless an extension is granted to the Contract Time as specified in GP-44.

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:

- 8.1 Typical report form for the Bi-Weekly Progress Meeting;
- 8.2 Typical form for Daily Progress Report;
- 8.3 Hurricane and Severe Storm Plan;
- 8.4 Site-specific Health and Safety Plan;
- 8.5 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).
- 8.6 The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;
- 8.7 Shop drawings, test results, and sample submittals;
- 8.8 Survey layout and stakeout;
- 8.9 All supplemental items specified in Special Provisions.

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

- 9.1 All of the elements in the Work Plan, including updates;
- 9.2 A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;
- 9.3 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 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:

- 10.1 Date and signature of the author of the report;
- 10.2 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;
- 10.3 Field notes of all surveys;
- 10.4 Notes on all inspections;
- 10.5 Details of Health and Safety meetings;
- 10.6 A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;
- 10.7 Condition of all navigation aids (I.E., warning signs, lighted marker buoys) and any repairs performed on them;
- 10.8 Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);
- 10.9 The amount of time lost to severe weather or personnel injury, etc.;
- 10.10 Notes regarding compliance with the Progress Schedule;
- 10.11 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:

- 11.1 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.
- 11.2 Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.
- 11.3 Equipment list with details on their ability to handle adverse weather and wave conditions.
- 11.4 List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.
- 11.5 Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.
- 11.6 Method of securing equipment at the safe harbors or ports.
- 11.7 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.
- 11.8 Methods which will be used to secure equipment left onsite during adverse weather conditions.
- 11.9 Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.
- 11.10 Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.
- 11.11 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 Agreement. 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:

- 18.1 Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or
- 18.2 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
- 18.3 Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or
- 18.4 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 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 Conditions 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:

- 20.1 It is at least equal in quality, durability, appearance, strength, and design characteristics;
- 20.2 There is no increase in any cost including capital, installation, or operating to the Owner;
- 20.3 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 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 ALouisiana 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, and LDEQ Clean Water Permit, have been secured by the Owner. Permit conditions (MVN-2013-02946-WPP) 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 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:

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

- 43.1 By application of the unit prices in the Contract to the quantities of the items involved or subsequently agreed upon; or
- 43.2 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 Bidding 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

TERMINATION FOR CAUSE

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

- 45.1 The Work is not begun within the time specified in the Notice to Proceed; or
- 45.2 The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or
- 45.3 The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or
- 45.4 The Work is discontinued; or
- 45.5 The Work is not completed within the Contract Time or time extension; or
- 45.6 Work is not resumed within a reasonable time after receiving a notice to continue; or
- 45.7 The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- 45.8 The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or
- 45.9 The Contractor makes an assignment for the benefit of creditors; or
- 45.10 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 Agreement and 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.

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 Contractor 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 Owner 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

The Engineer, Owner, and Contractor shall perform a final inspection after receiving written notice from the Contractor that all of the Work is complete. If the Work is determined to be unsatisfactory, the Engineer shall notify the Contractor in writing of the deficiencies and recommended corrective actions.

Unfulfilled work or damages caused by the negligence of the Contractor or Subcontractors shall be repaired or corrected at the expense of the Contractor. All other damages to the Work which received previous acceptance by the Engineer shall be repaired at the expense of the Owner. Upon completion of the repairs or corrections, the Engineer, Owner, and Contractor shall perform another inspection. The Engineer shall submit a written notice of acceptance to the Owner after the Work has been determined to be satisfactorily completed according to the Contract.

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

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.

57.1 The guarantee shall include:

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

57.1.2 Any necessary repair or replacement of the warranted equipment during the guarantee period at no cost to the Owner.

57.1.3 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.

57.2 The guarantee shall exclude defects or damage caused by:

57.2.1 Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or

57.2.2 Wear and tear under normal usage.

57.3 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:

57.3.1 Observations by the Owner or Engineer; or

57.3.2 Recommendations by the Engineer or payment by the Owner; or

57.3.3 Use of the Work by the Owner; or

57.3.4 Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-47, or failure to do so; or

57.3.5 Any inspection, test, or approval by others; or

57.3.6 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-59 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 debarment or suspension, either prior to or after execution of this Contract.

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

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The work to be done is located in St. Mary Parish, Louisiana, on the northwest and northeast shores of East Cote Blanche Bay. This project begins at the inlet between East Cote Blanche Bay and Jackson Bayou and extends along the existing southwest shoreline for approximately 1,000 ft. Additionally the remainder of the project will begin on the east side of Jackson Bayou, overlapping the existing rock structure and extend eastward along the shoreline for approximately 400 ft.. Project Alternates 1 and 2 will extend the wall an additional 370 ft. to the west and Project Alternate 3 will extend the wall an additional 200 ft. to the east. The site is only accessible by boat. The nearest boat launch is off of Louisiana Highway 317. Directions to boat launch are located in Appendix D.

SP-2 WORK TO BE DONE

The Contractor shall provide all labor, materials and equipment necessary to perform the Work. The Work shall include mobilization and demobilization at the Project Site, placement of wood piles, walers, vinyl sheet piles for shoreline protection, and relocation of Class 130lb riprap. The Work shall be performed in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Plans or as directed by Engineer.

The Work to be performed by the Contractor is further described as follows:

- 2.1 Vinyl Sheet pile wall. A continuous section of wall will be constructed along the East Cote Blanche Bay Shoreline in the vicinity of Jackson Bayou. The wall will begin at Jackson Bayou and continue westward for approximately 1,000 ft. and terminate. Additionally, a second section of wall will begin at Jackson bayou, overlapping the existing rock structure, and continue eastward for approximately 400 ft. then terminate. Project Alternates 1 and 2 will extend the wall an additional 370 ft. to the west and Project Alternate 3 will extend the wall an additional 200 ft. to the east.
- 2.2 Rock Relocation. A small section of 130lb class riprap is to be dug up and relocated to the existing rock weir structure at the east side of the mouth of Jackson Bayou. A gap between the rock structure and shoreline will be filled with the riprap located at the end of the existing sheet pile wall, approximately 1,260 ft. east of new proposed location.
- 2.3 Warning Signs – Permanent warning signs shall be installed along the new sheet pile wall as described in the Plans.

SP-3 BID ITEMS, CONTRACT DATES, AND DELIVERABLES

Milestone	Location or Recipient	Date Due
Bid Advertisement	Publications	As advertised
Non-Mandatory Pre-bid Conference	Provided in Notice to Bidders	Provided in Notice to Bidders
Questions on Bid Documents	Deliver to CPRA	As stated in Instructions to Bidders
Effective Date of Agreement	Contractor and Owner	Stated in Notice of Award
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 days after Notice to Proceed for Base Bid, an additional 20 days for Alternate #1, an additional 20 days for Alternate #2, and an additional 20 days for Alternate #3

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 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-201;

4.2.2 Progress Schedule as specified in GP-9;

4.2.3 Daily Progress Reports as specified in GP-10;

4.2.4 Copies of all inspection reports;

4.2.5 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;

4.2.6 Results of any materials testing.

4.3 Administrative Records

4.3.1 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 and as-built deliverables;

4.5 Summary of Project Submittals

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

SPECIFICATION	DELIVERABLE	SUBMITTAL
GP-9	Progress/Work Schedule	Prior to Pre-construction conference
GP-10	Daily Progress Reports	As directed by the Engineer
GP-19	Names of all Subcontractors	Prior to awarding subcontracts
GP-53	Written Notice of Completion of Work	Upon completion of work

SP-5 ADDRESSES FOR DOCUMENT DELIVERY

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 Authority
 450 Laurel Street, Suite 1501
 Baton Rouge, LA 70801
 Phone: 225-342-0811
 Fax: 225-342-4674
 Email : cp.ra.bidding@la.gov

After award, the successful Contractor shall contact the Project Engineer concerning bid documentation or questions. The addresses and contact information is as follows:

Project Engineer
Gary Leonards, P.E.
1201 Main Street
Baton Rouge, Louisiana 70802
Phone: 225-766-7400
Fax: 225-766-7440
Email: garyleonards@providenceeng.com

Construction / O&M Manager
Stanley Aucoin
635 Cajundome Blvd., Abdalla Hall
P.O. Box 62027
Lafayette, Louisiana 70506
Phone: 337-482-0681
Mobile: 337-255-0499
Fax: 337-447-0997
Email: stanley.aucoin@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 protection wall;
- 6.2 Material Barge Staging Area
- 6.3 Project Ingress and Egress

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-45, the sum of five-hundred dollars (\$1,500) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the contractor.

SP-8 TRANSPORTATION SUPPLEMENTAL

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 or airboat 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, 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 delay compliance with 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):

Miami Corp
Chad Courville
309 La Rue France
Lafayette, LA 70508
(337) 264-1695

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. See TS-1.3 for utility coordination and overhead lines compliance.

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, 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.

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

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 insured 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 insureds 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-04**

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

END OF PART II -SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-100 GENERAL REQUIREMENTS

- 100.1 Scope: The Contractor shall furnish all of the labor, materials, and equipment necessary to construct the protection wall, relocate rock and install the warning signs as specified in the plans and these specifications. The Work to be performed by the Contractor is further described as follows:
- 100.1.1 Vinyl Sheet pile wall. A continuous section of wall will be constructed along the East Cote Blanche Bay Shoreline in the vicinity of Jackson Bayou. The wall will begin at Jackson Bayou and continue westward for approximately 1,000 ft. and terminate. Additionally, a second section of wall will begin at Jackson bayou, overlapping the existing rock structure, and continue eastward for approximately 400 ft. then terminate. Project Additive Alternates 1 and 2 will extend the wall an additional 370 ft. to the west and Project Additive Alternate 3 will extend the wall an additional 200 ft. to the east.
- 100.1.2 Rock Relocation. A small section of 130lb class riprap is to be dug up and relocated to the existing rock structure at the east side of the mouth of Jackson Bayou. A gap between the rock structure and shoreline will be filled with the riprap located at the end of the existing sheet pile wall, approximately 1,260 ft. east of new proposed location.
- 100.1.3 Warning Signs –Permanent warning signs shall be installed along the new sheet pile wall as described in the Plans.
- 100.2 Permits: The Contractor will be furnished with a copy of each permit issued and shall be responsible for compliance with all provisions and conditions. These permits do not relieve the responsibility of the Contractor from obtaining additional permits that may be needed to complete the work.
- 100.3 Special Permits: Copies of any special permits obtained by the Contractor to complete work must be submitted to Owner.
- 100.4 Removal of Trash: The Contractor shall remove all non-perishable debris, trash, and garbage from the site of work prior to final acceptance.
- 100.5 Use of Equipment: The equipment used for the Work shall be operated within the boundaries of the Project Site and away from existing vegetated wetlands, the lake shoreline, or any other sensitive areas. The Contractor shall be responsible for returning any and all disturbed wetlands to existing conditions at no expense to the Owner.
- 100.6 Navigation: All operations in connection with the work shall be in accordance with the rules and regulations of the U.S. Coast Guard, and any deviations there from shall be by special permission which is the responsibility of the Contractor. Failure of the Contractor to familiarize himself with all terms, conditions, and provisions of the rules and regulations applicable to the work shall not relieve him of his responsibility under the Contract.
- 100.7 Navigation Depths: Access channels are located within the vicinity of the project 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. 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.

- 100.8 Existing Features: The Contractor shall be responsible for investigating, locating and protecting all existing facilities, structures, services, and pipelines on, above, or under the surface of the area where construction operations are to be performed.

Prior to any excavation, the Contractor shall call Louisiana One Call (DOTTIE) at 1-800-272-3020 to locate any utility lines in the area which the Owner does not know about.

TS-101 MOBILIZATION AND DEMOBILIZATION

- 101.1 Description: The Contractor shall provide all labor and equipment costs necessary to move personnel, equipment, supplies and incidentals to and from the Project Site, establish offices, buildings, and other facilities necessary for the Work, obtain bonds, required insurance and any other pre-construction expenses necessary to perform the Work. This section shall exclude the cost of construction materials.
- 101.2 Arbitrary Mobilization by Contractor: The Owner shall pay for only one mobilization and demobilization effort. Should the Contractor demobilize prior to completing the Work, subsequent remobilization shall be performed at no cost to the Owner.
- 101.3 Ratio of Mobilization (60%) and Demobilization (40%) Effort: Sixty percent (60%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon complete mobilization to the Project Site. The remaining forty percent (40%) will be paid to the Contractor upon final acceptance of the Work and removal of all equipment and unused materials.
- 101.4 Justification of Costs: In the event the unit cost does not bear a reasonable relation to the amount of work for mobilization and demobilization in the Contract, the Engineer may require the Contractor to produce cost data to justify the unit cost in the Bid. Failure to justify such cost to the satisfaction of the Engineer will result in payment of actual mobilization costs, as determined by the Engineer at the completion of mobilization, and actual demobilization cost at the completion of the demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the Engineer is not subject to appeal.
- 101.5 Measurement and Payment: Payment for mobilization and demobilization shall be paid for at the contract lump sum price for Bid Item TS-101, "Mobilization and Demobilization". Payment shall constitute full compensation for moving personnel, equipment, supplies and incidentals to and from the job site and establishing offices, buildings and other facilities for the work, obtaining bonds, insurance and any other associated expenses.

TS-201 SURVEYING

- 201.1 Scope: This work consists of performing all surveys, measurements and computations required by these specifications and the project plans as necessary to establish survey

control, perform a magnetometer survey, and stakeout of the project features as necessary for construction. All surveys shall be performed by personnel who are approved by the Engineer. Survey data shall reference the North American Datum of 1983, Louisiana South Zone, U.S. Survey feet, and the North American Vertical Datum of 1988, U.S. Survey Feet. Material includes all the necessary field notebooks, stakes, templates, platforms, equipment, spikes, steel pins, tools, and all other items necessary to perform the work specified.

- 201.2 Primary Control: Monumentation necessary to establish lines and grades needed for construction is located at the project site and is shown on the plans. Horizontal and vertical control shall be established by using the LDNR monument specified in Appendix E: LDNR Monuments. This monumentation shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. Temporary Benchmarks (TBMs) shall be installed by the Contractor at any locations necessary to stake out the project. Horizontal and vertical coordinates shall be determined for all TBMs installed. The contractor shall maintain the TBMs for the duration of the Work. The Contractor shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or control points lost or damaged by construction activity will be re-established by the Contractor, at the Contractor's expense. Prior to commencement of work requiring contractor performed surveys, the Contractor shall submit in writing for Engineer's review: the name, qualifications and experience of the individuals to be assigned to the survey tasks.
- 201.3 Magnetometer Survey: The contractor shall conduct a magnetometer survey along the centerline of the proposed wall extension and rock relocation area to determine the presence of any unmarked, buried features. Perpendicular track lines with the baseline shall be run at 500 foot intervals and extend 25 feet beyond the outside edge of each of these proposed features, where possible. All pipelines shall also be probed and appropriately marked throughout construction according to United States Coast Guard Standards. The magnetometer survey shall show all track lines, coordinates, amplitudes, signature types, and signature widths of all hits. The survey shall also show the coordinates, top elevation, and ground cover for all pipelines. The results of this survey shall be submitted to the Engineer at least 10 days prior to the anticipated start of construction.
- 201.4 Construction Staking: The stakes shall be of sufficient size and material to properly delineate the construction limits and withstand the environment at the site. All staking shall be maintained by the contractor for the duration of the project. The stakes shall be embedded to a sufficient depth to secure the stakes from movement due to daily environmental conditions. Prior to the commencement of work on any item, the construction staking required for the item shall be completed. Construction staking shall be completed as follows:
- 201.3.1 Wall centerline: centerline shall be staked as needed for construction.
- 201.3.2 Flotation Channels: Flotation channel limits shall be staked as needed for construction. (If necessary)
- 201.5 Deliverables: The Contractor shall provide the details for the survey layout, magnetometer survey, and construction stakeout in the work plan.

All survey data shall be recorded in fully identified standard hard-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed and checked. Electronically generated survey data and computations shall be

bound, page numbered and cross referenced in a bound field notebook containing the index for all survey activities. All work shall follow recognized professional practice.

The construction survey records shall be available at all times during the progress of the work for examination and use by the Engineer and when requested, copies shall be made available. The original field notebooks and other records shall be provided to and become the property of the owner prior to final payment and acceptance of all work.

- 201.6 Measurement and Payment: Payment and measurement for this item shall not be made separately. The costs for this item should be included in the Bid Item TS-101 "Mobilization and Demobilization". Payment shall constitute full compensation for moving personnel, equipment, supplies and other incidentals related to this item of work and the costs incurred for all surveying as described.

TS-301 TREATED TIMBER PILES

- 301.1 Scope: The work covered by this section consists of furnishing all material, labor and equipment as necessary to complete the installation of treated timber piles
- 301.2 Materials: The treated timber piles uses for the construction of the wall shall be CCA treated pine with a minimum of 2.5 pounds per cubic foot of CCA treatment. The piles shall be a minimum of 50 ft. in length with a minimum butt diameter of 12 inches.
- 301.3 Installation: Treated timber piles shall be installed with the use of a track hoe or other suitable pile driving equipment. Vibrating hammers will not be allowed for the installation of the treated timber piles. The treated timber pile shall be installed with approximately a 20 degree batter to the vertical. The timber piles shall be installed on a spacing of 7 ft. and shall be alternated on each side of the sheet pile wall. Top of pile elevation shall be 3.5' NAVD 88 as shown on the Plans. After completion of the wall construction, the tops of the timber piles shall be trimmed to remove any sharp or jagged edges and then coated with a cold tar epoxy.

Damaged treated timber piles shall be removed and replaced with new treated timber piles in accordance with direction from the Engineer or Owner.

- 301.4 Measurement and Payment: Payment for this item will be made at the contract unit price for Bid Item TS-301, "Treated Timber Piles". Measurement shall be on a per each basis and the quantity measured will be that actually placed to the limiting dimensions shown on the drawings (not including any overlap) or as directed by the Engineer.

TS-401 VINYL SHEET PILE

- 401.1 Scope: The work covered by this section consists of furnishing all material, labor and equipment as necessary to complete the installation of the vinyl sheet pile wall.
- 401.2 Materials: The white or gray vinyl sheets shall be of specification Z profile, SLP-350 (or equivalent), W=.24", and D=6.5". The primary sheets shall have a minimum length of 20 ft. The vinyl sheets installed in the gaps shall be of the same specification and shall have a minimum length of 16'.
- 401.3 Installation: The vinyl sheet pile shall be kept covered and protected from ultraviolet degradation at all times until use. The vinyl sheet pile wall shall have a 24 inch gap every 20 linear feet of vinyl sheet pile wall as shown on the Plans.

The primary vinyl sheet piles shall be driven into the mud until the bottom of the sheet pile

is at elevation -16.5' NAVD 88 and the top of the sheet pile is at elevation 3.5' NAVD 88. The vinyl sheets installed in the gaps shall be driven into the mud until the bottom of the sheet pile is at elevation -16.5' NAVD 88 and the top of the sheet pile is at elevation -0.5' NAVD 88. Vibrating hammers will not be allowed for the installation of the vinyl sheet piles. The vinyl sheets shall be interlocked together the entire length of the sheet pile. During installation, care should be taken as not to damage or split the vinyl sheet pile from hammering. If the sheet pile is damaged during installation, it shall be removed and replaced with a new vinyl sheet. The Contractor shall make every effort to install all of the sheet piles to the desired tip elevations. Should obstructions occur while installing the vinyl sheet pile, the Engineer or Resident Project Representative will make the determination as to whether the sheet pile can be cut at and the construction of the wall continue.

- 401.4 Measurement and Payment: Payment for this item will be made at the contract unit price for Bid Items TS-401 "20' Vinyl Sheet Pile" and "16' Vinyl Sheet Pile". Measurement shall be on an each basis and the quantity measured will be that actually placed to the limiting dimensions shown on the drawings (not including any overlap) or as directed by the Engineer.

TS-501 WOODEN WALERS

- 501.1 Scope: The Contractor shall furnish all of the materials, labor and equipment necessary to construct the waler portion of the wall as described on the Plans and in these Specifications, or as directed by the Engineer.
- 501.2 Materials: The material uses for the construction of the waler shall be a CCA treated, 4" x 6" timber with a minimum of 2.5 pounds per cubic foot of CCA treatment. The waler sections shall be a minimum of 20 ft. long.
- 501.3 Installation: The waler sections shall be joined together by splice plates discussed in section 601. The location of the splice in the waler sections shall be staggered so that a splice is not in the same location on both sides of the vinyl sheet pile wall. The waler shall be attached to the top of the sheet pile wall on both sides with bolts and washers discussed in section 601 and shown on the Plans.
- 501.4 Measurement and Payment: Payment for this item will be made at the contract unit price for Bid Item TS-501, "Walers". Measurement shall be on a linear foot basis and the quantity measured will be that actually placed to the limiting dimensions shown on the drawings (not including any overlap) or as directed by the Engineer.

TS-601 WALL ASSEMBLY HARDWARE

- 601.1 Scope: The contractor shall furnish all of the materials, labor and equipment necessary to assemble the pilings, walers, and vinyl sheet pile wall together in accordance with the Plans and these Specifications, or as directed by the Engineer.
- 601.2 Materials: The materials/hardware that will be required to assemble the wall include:
- 14" x 6" x 1/4" carbon steel waler splice plates,
 - 6' x 3/4" diameter carbon steel bolts with nuts and flat washers,
 - Galvanize ogee washers,
 - 36" x 1" galvanized bolts,

- 1" galvanized nuts and flat washers,
- 18" x 3/4" galvanized bolts with nuts and flat washers,
- 5" x 1/2" galvanized bolts with nuts and flat washers.

All of the hardware used for the assembly of the wall shall be new. The quantity of each of these hardware items is included in the bid form.

- 601.3 Installation: The hardware shall be installed as not to damage the integrity of the treated timber piles, the vinyl sheet piles, and the wooden walers. All hardware must be installed in holes that are drilled completely through all components that are being fastened together. All fasteners shall be tightened as not to damage any of the components of the wall system.
- 601.4 Measurement and Payment: Payment for these items will be made at the contract unit price for Bid Item TS-601, "Waler Splice Plate", Bid Item TS-601, "Splice Plate Bolts", Bid Item TS-601, "5" Bolt", Bid Item TS-601, "36" Pile Bolt", and Bid Item TS-601, "18" Waler Bolt". Measurement shall be on a per each basis and the quantity measured will be that actually placed to the limiting dimensions shown on the drawings (not including any overlap) or as directed by the Engineer.

TS-701 RELOCATION OF ROCK

- 701.1 Scope: The Contractor shall furnish all of the materials, labor and equipment necessary to relocate approximately 60 cubic yards of the existing 130lb class rip rap that is placed at the west end of the current sheet pile wall, to the opening immediately east of the mouth of Jackson bayou as described on the Plans and in these Specifications, or as directed by the Engineer.
- 701.2 Materials: The rock that is to be relocated is estimated to be 130lb class rip rap. It is estimated that approximately 60 cubic yards of this rock can be removed from its existing location at the western end of the sheet pile wall, and placed in an opening that has formed on the eastern side of the mouth of Jackson Bayou.
- 701.3 Installation: The rock to be relocated to the mouth of Jackson Bayou shall be placed at the direction of the Engineer or his designee. The objective of the rock relocation activities is the close the breach that has occurred between the existing rock and the bankline on the east side of the mouth of Jackson Bayou. No equipment shall be allowed to track on the land or marsh to access these areas for the rock relocation activities.
- 701.4 Acceptance: Acceptance of the rock protection layer and scour protection berm shall be achieved as follows:
- Rock Structures: Structures shall be accepted by the Engineer if it achieves compliance with the objectives of the Plans and these Specifications. Compliance shall be based upon visual observation of the rock removal and placement activities. The Engineer may require the Contractor to remove rock or place additional rock as necessary in order to achieve compliance and acceptance.
- 701.5 Measurement and Payment: Payment for mobilization and demobilization shall be paid for at the contract lump sum price for Bid Item TS-701, "Relocation of Rock". Payment shall constitute full compensation for relocating the estimated quantity of material to the mouth of Jackson Bayou.

TS-801 PERMANENT WARNING SIGNS

801.1 Scope: The contractor shall furnish all of the materials, labor and equipment necessary to install the permanent warning signs in accordance with the Plans and these Specifications, or as directed by the Engineer. The signs shall also conform to the regulations in the United States Coast Guard (USCG) Commandant Directives Manuals No. 16500.3 (Series), "Aids to Navigation Manual – Technical" and No. 10360-3 (Series), "Coatings and Color Manual."

801.2 Fabrication: The warning signs shall be fabricated from 1/8 inch thick commercial grade aluminum plate to the dimensions as shown on the Plans. Each sign shall be overlaid with white vinyl film. All letters and borders shall be retro-reflective and match the dimensions, colors and sizes shown on the Plans. The film, letters and borders shall be obtained from a USCG qualified supplier.

The treated timber piles uses for the mounting of the warning signs shall be CCA treated pine with a minimum of 2.5 pounds per cubic foot of CCA treatment. The piles shall be a minimum of 40 ft. in length with a minimum butt diameter of 12 inches.

801.3 Installation: Treated timber piles shall be installed with the use of a track hoe or other suitable pile driving equipment. Top of pile elevation shall be 10' NAVD 88 as shown on the Plans. After completion of the pile and sign installation, the tops of the timber piles shall be trimmed to remove any sharp or jagged edges and covered with a piece of galvanized aluminum flashing.

Damaged treated timber piles shall be removed and replaced with new treated timber piles in accordance with direction from the Engineer or Owner.

The signs shall be bolted to new timber pilings as shown in the Plans. The timber pilings shall be installed in front of the new sheet pile wall as shown in the Plans.

801.4 Measurement and Payment: Payment for this item will be made at the contract unit price for Bid Item TS-801, "Permanent Warning Signs". Measurement shall be on a per each basis and the quantity measured will be that actually placed to the limiting dimensions shown on the drawings (not including any overlap) or as directed by the Engineer.

**APPENDIX A: INTERPRETATION OR CLARIFICATION BY
ENGINEER FORM**

APPENDIX A1

Cote Blanche Hydrologic Restoration/PVC Wall Extension Project
Interpretation or Clarification by Engineer
Number (TV-04)

DATE:

SUBJECT:

SUMMARY OF MATTER BY CONTRACTOR

INTERPRETATION OR CLARIFICATION OF MATTER BY ENGINEER

APPENDIX A2

CHANGE ORDER NO. # _____

OWNER: State of Louisiana, Coastal Protection and Restoration Authority

CONTRACTOR: _____

PROJECT: Cote Blanche Hydrologic Restoration/PVC Wall Extension

FILE NO: _____

PURCHASE ORDER NO: _____

ENGINEER: CPRA and Providence Engineering and Environmental, LLC.

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

Description: See Attached Summary.

Attachments (List Documents Supporting Change):

Change in Contract Price		Change in Contract Time	
Original Contract Price	\$	Original Contract Time (Calendar Days)	
Net Increase (Decrease) from Previous Change Orders	\$	Net Increase (Decrease) from Previous Change Orders (Days)	
Contract Price prior to this Change Order	\$	Contract Time prior to this Change Order (Calendar Days)	
Net Increase (Decrease) of this Change 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: _____

APPENDIX A3
**COTE BLANCHE HYDROLOGIC RESTORATION/PVC WALL EXTENSION PROJECT
 NUMBER (TV-04)**

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.

APPENDIX 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

State of Louisiana



KATHLEEN BABINEAUX BLANCO
GOVERNOR

SCOTT A. ANGELLE
SECRETARY

DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL RESTORATION AND MANAGEMENT

January 13, 2006

Mr. Donald Gohmert, State Conservationist
U. S. Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

Re: Amendment 2 to a Temporary Easement, Servitude, and Right-of-Way Agreement
Cote Blanche Hydrologic Restoration Project TV-04
St. Mary Parish, Louisiana

Dear Mr. Gohmert:

Enclosed for your records is a certified original of the above referenced agreement between Miami Corporation and the State of Louisiana, Department of Natural Resources. An original document has also been placed of record with the Clerk of Court of St. Mary Parish, Louisiana.

If we can be of further assistance to you, please do not hesitate to contact me, or Mr. V. J. Marretta, CRD Land Section, (225) 342-5260. Thank you for your cooperation in our coastal restoration efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Rhinchart".

William K. Rhinchart
Administrator

WKR/VJM
Attachment

c(w/attachment): Quin Kinler, NRCS, Baton Rouge
Patrick Landry, CED Project Manager, CRD-Lafayette
V. J. Marretta, CRD Land Section

TV-04\Miami Amendment 2 to Servitude (additional features - O & M) - NRCS-LO-KL final transmittal.wpd

COASTAL RESTORATION DIVISION
P. O. BOX 44027 • BATON ROUGE, LA 70804 4027 • 617 N. THIRD STREET • 10TH FLOOR • BATON ROUGE, LA 70802
PHONE (225) 342-7308 • FAX (225) 342-9417 • WEB <http://www.dnr.state.la.us>
AN EQUAL OPPORTUNITY EMPLOYER

State of Louisiana



KATHLEEN BABINEAUX BLANCO
GOVERNOR

SCOTT A. ANGELE
SECRETARY

DEPARTMENT OF NATURAL RESOURCES OFFICE OF COASTAL RESTORATION AND MANAGEMENT

January 13, 2006

Mr. Roger Vincent
Miami Corporation
309 La Rue France, Suite 201
Lafayette, Louisiana 70508

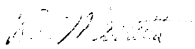
Re: Amendment 2 to a Temporary Easement, Servitude and Right-of-Way Agreement
Cote Blanche Hydrologic Restoration Project TV-04
St. Mary Parish, Louisiana

Dear Mr. Vincent:

Enclosed for your records is a certified original of the above referenced agreement between Miami Corporation and the State of Louisiana, Department of Natural Resources. This document has been recorded and certified by the Clerk of Court of St. Mary Parish, Louisiana.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me at (800) 459-6107 or (225) 342-5260. Thank you for your continued cooperation and support of our coastal restoration efforts.

Sincerely,


V. J. Marretta
CRD Land Section

VJM

Attachment
c(no attachment): Patrick Landry, CED Project Manager, CRD-Lafayette

TV-04\Miami Amendment 2 to Servitude (additional features - O & M) - NRCS-LO-KL final transmittal.wpd

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State of Louisiana



KATHLEEN BABINFAUX-BLANCO
GOVERNOR

SCOTT A. ANGELLE
SECRETARY

DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL RESTORATION AND MANAGEMENT

January 13, 2006

MEMORANDUM

TO: Karen Lewis, Contracts and Grants Administrator

FROM: V. J. Marretta, CRD Land Section

RE: Amendment 2 to a Temporary Easement, Servitude, and Right-of-Way Agreement
Cote Blanche Hydrologic Restoration Project TV-04
St. Mary Parish, Louisiana

Attached for your records is a copy of a certified original of the document referenced above between Miami Corporation and the State of Louisiana, Department of Natural Resources for the captioned project. An original of the document has been recorded by the St. Mary Parish Clerk of Court in Franklin, Louisiana.

If you have any questions, please do not hesitate to contact me.

VJM

Attachment

c(no attachment): Patrick Landry, CED Project Manager, CRD-Lafayette

TV-04\Miami Amendment 2 to Servitude (additional features - O & M) - NRCS-LO-KL final transmittal.wpd

COASTAL RESTORATION DIVISION
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PHONE: (225) 342-7308 • FAX: (225) 342-9417 • WEB: <http://www.dnr.state.la.us>
AN EQUAL OPPORTUNITY EMPLOYER

St. Mary Parish Recording Page

Cliff Dressel
Clerk of Court
P.O. Box 1231
500 Main Street
Franklin, LA 70538
(337) 828-4100

Received From :
DAN S. COLLINS CPL & ASSOCIATES, INC.
545 ST. TAMMANY ST.
BATON ROUGE, LA 70806

First VENDOR

MIAMI CORPORATION

First VENDEE

LOUISIANA STATE OF DEPT OF NATURAL RESOURCES

Index Type : Conveyances

File Number : 291660

Type of Document : Amendment

Book : 98 **Page :** 151

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana

Danna S. Rolison
Deputy Clerk

On (Recorded Date) : 01/11/2006

At (Recorded Time) : 1:08:50PM



Doc ID - 003430070005

CLERK OF COURT
CLIFF DRESSEL
Parish of St. Mary
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded in Book 98 Page 151
File Number 291660



Danna S. Rolison
Deputy Clerk

Return To :

Do not Detach this Recording Page from Original Document

**AMENDMENT 2 TO A TEMPORARY EASEMENT, SERVITUDE AND
RIGHT-OF-WAY AGREEMENT**

**COTE BLANCHE HYDROLOGIC RESTORATION PROJECT TV-04
ST. MARY PARISH, LOUISIANA**

STATE OF LOUISIANA

PARISH OF ST. MARY

WHEREAS, under date of October 3, 1997, MIAMI CORPORATION, hereinafter called "GRANTOR", did execute and deliver unto the State of Louisiana, through its Department of Natural Resources, hereinafter called the "STATE", a TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT, hereinafter called the "Agreement", which instrument was filed of record with the Clerk of Court in the Parish of St. Mary, recorded October 10, 1997, under Entry No. 259232;

WHEREAS, under date of January 29, 1999, MIAMI CORPORATION, hereinafter called "GRANTOR", did execute and deliver unto the State of Louisiana, through its Department of Natural Resources, hereinafter called the "STATE", an AMENDMENT TO A TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT, hereinafter called the "Amendment", which instrument was filed of record with the Clerk of Court in the Parish of St. Mary, recorded February 8, 1999, under Entry No. 264612;

WHEREAS GRANTOR and the STATE desire to further amend and modify the original Agreement by adding a rock shoreline protection structure, including the dredging of a floatation channel for access to said structure;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, and by agreement of said parties, the Agreement is hereby modified and further amended as follows:

GRANTOR and the STATE agree to add the attached map labeled Exhibit A-1 for the below Items i. and j. of Article I.

GRANTOR and the STATE agree to add Item i. to Article I. of the Agreement, as follows:

- 1.i. The right to construct a rock shoreline protection structure, as shown on Exhibit A-1.

GRANTOR and the STATE also agree to add Item j. to Article I. of the Agreement, as follows:

- 1.j. The right to dredge a floatation channel for access to the bay side of the structure described in Item i. (above), and to deposit dredged sediment and/or fill material, over and across said structure by either natural or mechanical means, including the right to alter water contours and undertake management practices to enhance or extend the beneficial use of dredged or sediment deposition for wetland creation, restoration and enhancement shown on Exhibit A-1.

This amendment shall be incorporated into the original Agreement and become a part thereof as if originally written. Except as modified herein, all provisions of the original Agreement shall remain in full force and effect. This amendment shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

This amendment becomes effective upon the date of the signature of the STATE and shall remain in effect for the life of the Agreement. This amendment may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same.

IN WITNESS WHEREOF, the undersigned has signed these presents on the date set forth below and in the presence of the undersigned witnesses after due reading of the whole.

**GRANTOR:
Miami Corporation**


WITNESSES:

Archie Bernard

Print Name: Archie Bernard

Kimberly S. Cameron

Print Name: Kimberly S. Cameron

By: 
Roger G. Vincent, Jr.

Title: Land Manager - Authorized Agent

Date: 12/21/05

IN WITNESS WHEREOF, the undersigned has signed these presents on the date set forth below and in the presence of the undersigned witnesses after due reading of the whole.

**State of Louisiana
Department of Natural Resources**

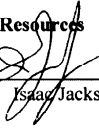
WITNESSES:

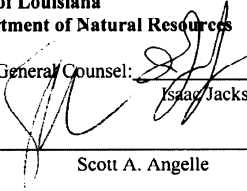
Twana A. Bowman

Print name: Twana A. Bowman

Mary Ann E. Leek

Print name: MARY ANN E. LEEK

DNR General Counsel: 
Isaac Jackson, Jr.

By: 
Scott A. Angelle

Title: Secretary

Date: 11-03-2006

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 21st day of December, 2008, personally came and appeared Roger G. Vincent, Jr., to me known, who declared and acknowledged to me, Notary, that he is the Land Manager-Authorized Agent of **Miami Corporation**, and that as such duly authorized officer, by and with authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the object and purposes therein set forth.

Catherine D. LaBey
NOTARY PUBLIC

Print name: Catherine D. LaBey

Notary Number: 14146
My commission expires: April 11, 2011
(SEAL)

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 2nd day of January, 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.

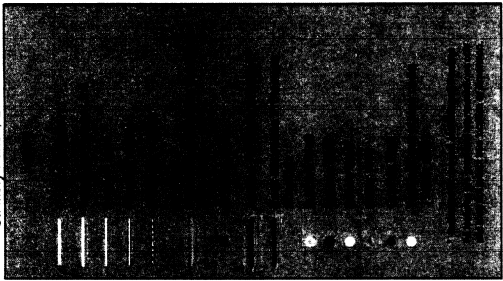
John F. Parker
Print name: John F. Parker
NOTARY PUBLIC

Bar Number: 01117
My commission expires: with life
(SEAL)

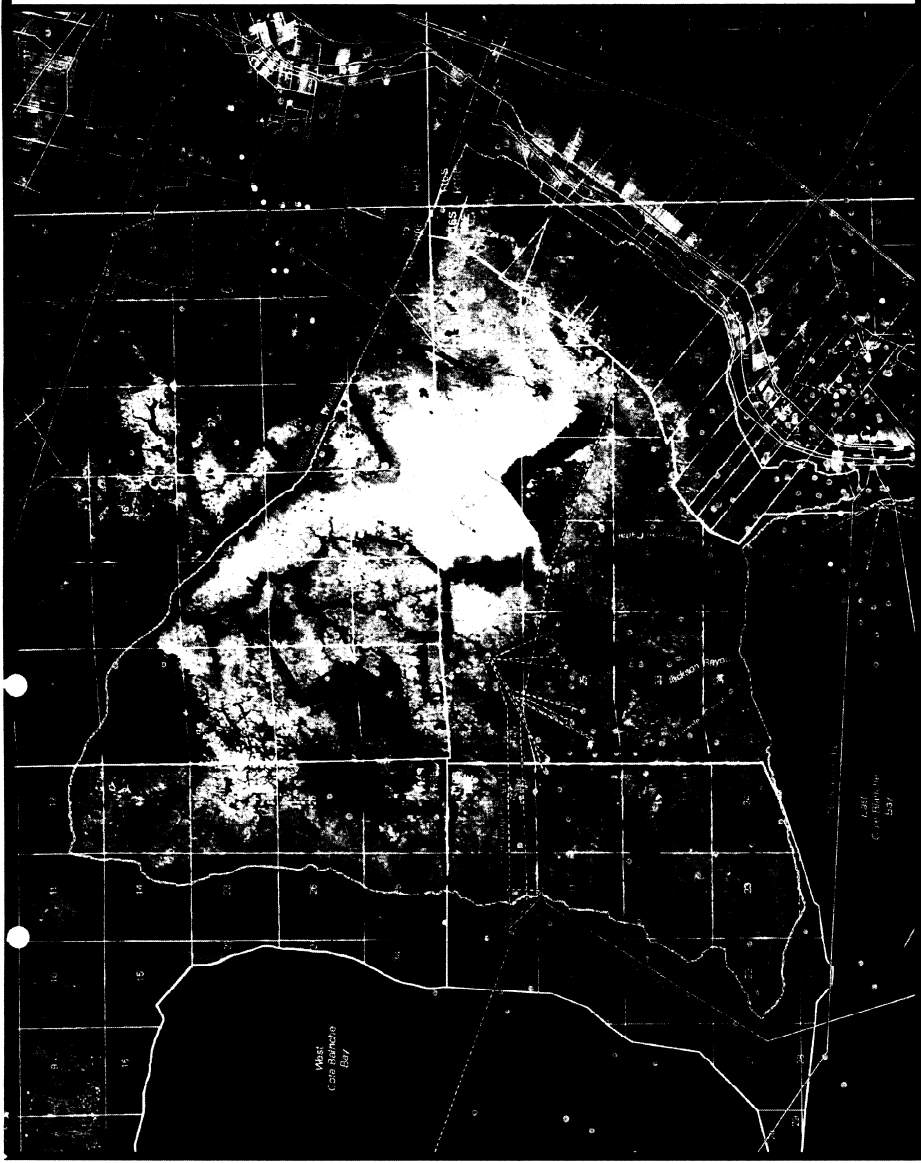
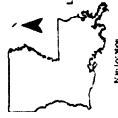
Luce M. Montgomery
#53209

Exhibit A-1
Cote Blanche Marsh Management
(TV-04)

St. Mary Parish, Louisiana



Data Source:
U.S. Department of the Interior
Bureau of Land Management
National Wetlands Inventory
Coastal Production Field Station
Louisiana Department of Natural Resources
St. Mary Parish, Louisiana
Map Date: 2008 EPOC Inventory
Map ID: 118532-118532-2008-04-01-18





M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

February 10, 1999

Mr. Donald Gohmert, State Conservationist
U. S. Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

Re: **Cote Blanche Hydrologic Restoration Project TV-4
Amendment to a Temporary Easement, Servitude and
Right-of-Way Agreement
Miami Corporation**

Dear Mr. Gohmert:

Enclosed for your records is a certified original of the above referenced agreement between Miami Corporation and the Louisiana Department of Natural Resources. An original document has also been placed of record with the Clerk of Court of St. Mary Parish, Louisiana.

If we can be of further assistance to you, please do not hesitate to contact me or V. J. Marretta at (225) 342-5260. Thank you for your cooperation in our coastal restoration efforts.

Sincerely,

Gerald M. Duszynski
CRD Assistant Administrator

GMD/KWS

Attachment

c(attachment): Herb Juneau, CRD Project Manager
V. J. Marretta, CRD Real Estate Agent
Quin Kinler, NRCS
CRD Project File #TV-4

t:\4\corres\MIAMI CORP KL. LO. NRCS FINAL TRANSMITTAL.wpd

Coastal Restoration Division
P.O. Box 94396 . Baton Rouge, Louisiana 70804-9396 . Telephone (225) 342-7308 . Fax (225) 342-9417

An Equal Opportunity Employer



M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

February 10, 1999

MEMORANDUM

TO: Karen Lewis, Contracts and Grants Administrator

THRU: Helen K. Hoffpauir, CRD Real Estate Manager *HH*

FROM: V. J. Marretta, CRD Real Estate Agent

RE: **Cote Blanche Hydrologic Restoration Project TV-4
Amendment to a Temporary Easement, Servitude and
Right-of-Way Agreement
Miami Corporation**

Attached for your records is a certified original of the document referenced above between Miami Corporation and the Louisiana Department of Natural Resources for the captioned project. This document has been recorded and certified by the St. Mary Parish Clerk of Court in Franklin, Louisiana.

If you have any questions, please do not hesitate to contact me.

VJM/KWS

Attachments

c(no attachment): Herb Juneau, CRD Project Manager
Quin Kinler, NRCS
Project File #TV-4

tv4\corres\MIAMI CORP KL, LO, NRCS FINAL TRANSMITTAL.wpd

Coastal Restoration Division
P.O. Box 94396 . Baton Rouge, Louisiana 70804-9396 . Telephone (225) 342-7308 . Fax (225) 342-9417

An Equal Opportunity Employer



M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

February 10, 1999

Mr. Roger Vincent, Jr.
Miami Corporation
309 La Rue France, Suite 201
Lafayette, LA 70508

Re: **Cote Blanche Hydrologic Restoration Project TV-4
Amendment to a Temporary Easement, Servitude and
Right-of-Way Agreement
Miami Corporation**

Dear Mr. Vincent:

Enclosed for your records is a certified original of the captioned document between Miami Corporation and the State of Louisiana for the above referenced project. A fully executed original of the document has been recorded by the Clerk of Court of St. Mary Parish, Louisiana.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me at (225) 342-5260. Thank you for your continued cooperation in our coastal restoration efforts.

Sincerely,

V. J. Marretta
CRD Real Estate Agent

VJM/KWS

Attachment

c(no attachment): Herb Juneau, CRD Project Manager
Quin Kinler, NRCS
Project File #TV-4

tv4\corres\MIAMI CORP KL. LO. NRCS FINAL TRANSMITTAL. wpd
Coastal Restoration Division
P.O. Box 94396 . Baton Rouge, Louisiana 70804-9396 . Telephone (225) 342-7308 . Fax (225) 342-9417

An Equal Opportunity Employer

ENTRY NO. 264.2
tv4\miami amend ser.agt.wpd

RECORDED IN CONVEYANCE

42-C

12/29/98 131

AMENDMENT TO A TEMPORARY EASEMENT, SERVITUDE AND
RIGHT-OF-WAY AGREEMENT

FEB 08 1999

COTE BLANCHE HYDROLOGIC RESTORATION PROJECT TV-4
ST. MARY PARISH, LOUISIANA

STATE OF LOUISIANA

PARISH OF ST. MARY

WHEREAS, under date of October 3, 1997, MIAMI CORPORATION, hereinafter called "GRANTOR", did execute and deliver unto the State of Louisiana, through its Department of Natural Resources, hereinafter called the "STATE", a TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT, hereinafter called the "Agreement", which instrument was filed of record with the Clerk of Court in the Parish of St. Mary, recorded October 10, 1997, under Entry No. 259232;

WHEREAS GRANTOR and the STATE desire to amend and modify the original Agreement to reflect construction modifications previously agreed to by GRANTOR and STATE;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, and by agreement of said parties, the Agreement is hereby modified and amended as follows:

GRANTOR and the STATE agree to replace Articles I.c. and I.d. (including corresponding replacement Exhibits C-1 and D) of the original Agreement with the following:

Revised language:

I.c. The right to construct, for the purpose of water stabilization/reduction of erosive wave energy, one low-level weir with barge access, including the placement of rock along the east bank of Humble Canal, starting at the low-level weir structure and extending southward, not to exceed 300 feet, and all appurtenances thereto (including the necessary excavation and/or backfilling), at Site 5 as shown on Exhibit A (see detail on Exhibit C-1);

Revised language:

I.d. The right to construct (including the necessary excavation and/or backfilling), operate, maintain and monitor a shoreline protection structure, including all appurtenances thereto, in, over and across the said Lands at Site 8 as shown on Exhibit A (see detail on Exhibit D); The shoreline protection structure will consist of a new PVC Wall starting at a point approximately 1,285 feet east of the east bank of the mouth of Jackson Bayou at the shoreline of East Cote Blanche Bay, and extending eastward along, and approximately parallel to, the northern shoreline of same bay. No new PVC Wall will be constructed opposite approximately 1,150 feet of the old existing wood sheetpile wall. The new PVC Wall will continue easterly to the west bank of British-American Canal, a sum total of 4,150 linear feet of new PVC Wall.

This amendment shall be incorporated into the original Agreement and become a part thereof as if originally written. Except as modified herein, all provisions of the original Agreement shall remain in full force and effect. This amendment shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

This amendment becomes effective upon the date of the signature of the STATE and shall remain in effect for the life of the Agreement. This amendment may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same.

IN WITNESS WHEREOF, the undersigned has signed these presents on the date set forth below and in the presence of the undersigned witnesses after due reading of the whole.

GRANTOR:
Miami Corporation

WITNESSES:
[Signature]
[Signature]

By: [Signature]
Title: Land Manager - Authorized Agent
Date: January 29, 1999

IN WITNESS WHEREOF, the undersigned has signed these presents on the date set forth below and in the presence of the undersigned witnesses after due reading of the whole.

State of Louisiana
Department of Natural Resources

DNR General Counsel: [Signature]
By: [Signature]
Title: SECRETARY
Date: 2-3-99

WITNESSES:
[Signature]
[Signature]

ACKNOWLEDGMENTS

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 29th day of January, 19 99, personally came and appeared **ROGER G. VINCENT, JR.**, to me known, who declared and acknowledged to me, Notary, that he is the **LAND MANAGER-AUTHORIZED AGENT** of **Miami Corporation**, and that as such duly authorized officer, by and with authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the object and purposes therein set forth.

[Signature]
NOTARY PUBLIC

My commission expires: at death
(SEAL)

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 3rd day of February, 1999, personally came and appeared **JACK C. CALDWELL**, 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.

John F. Parker
NOTARY PUBLIC

My commission expires: is for life.
(SEAL)

EXHIBIT A

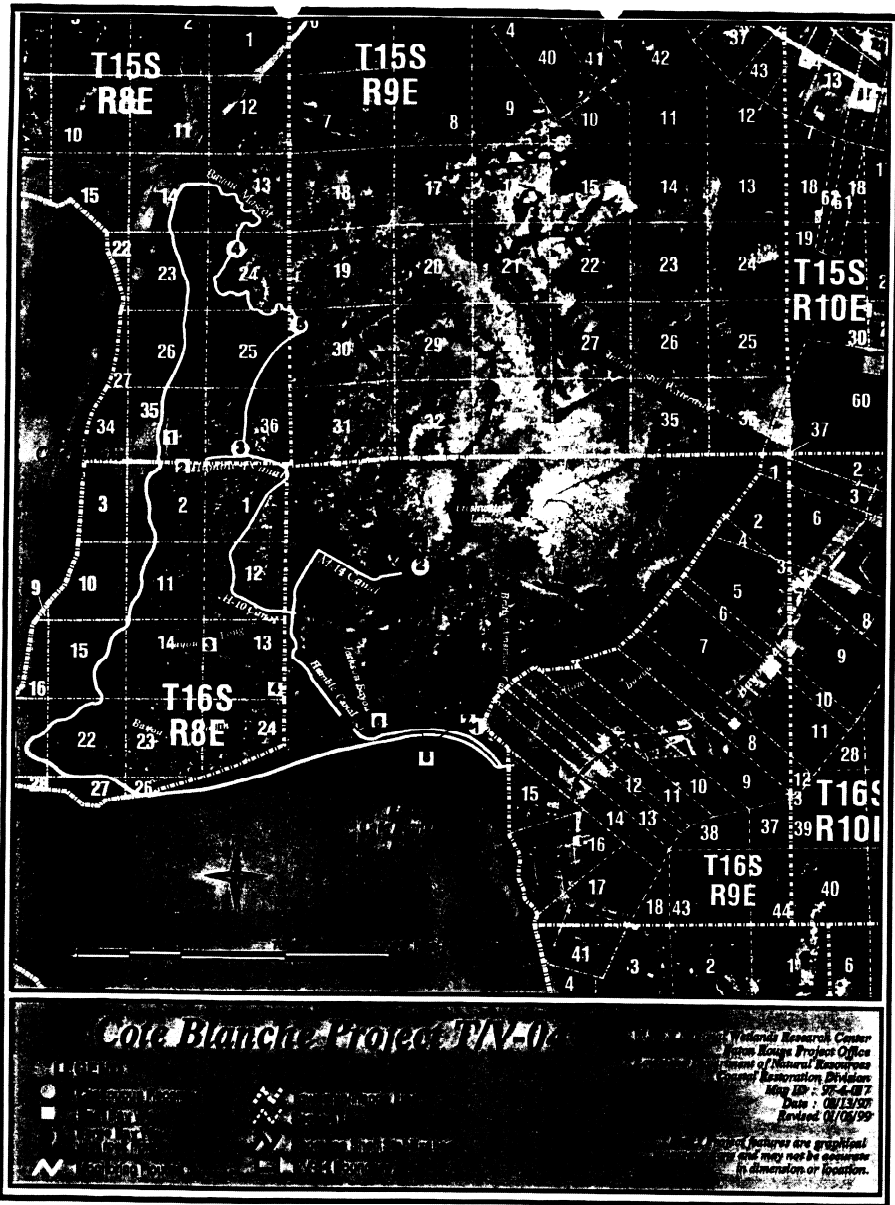




EXHIBIT C-1

SITE 5 (as modified)

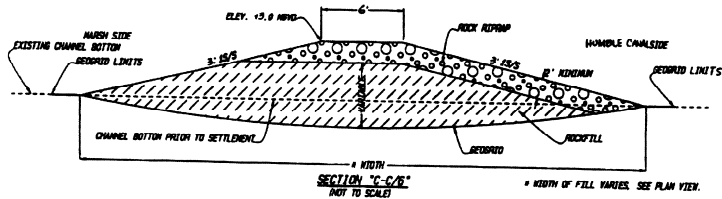
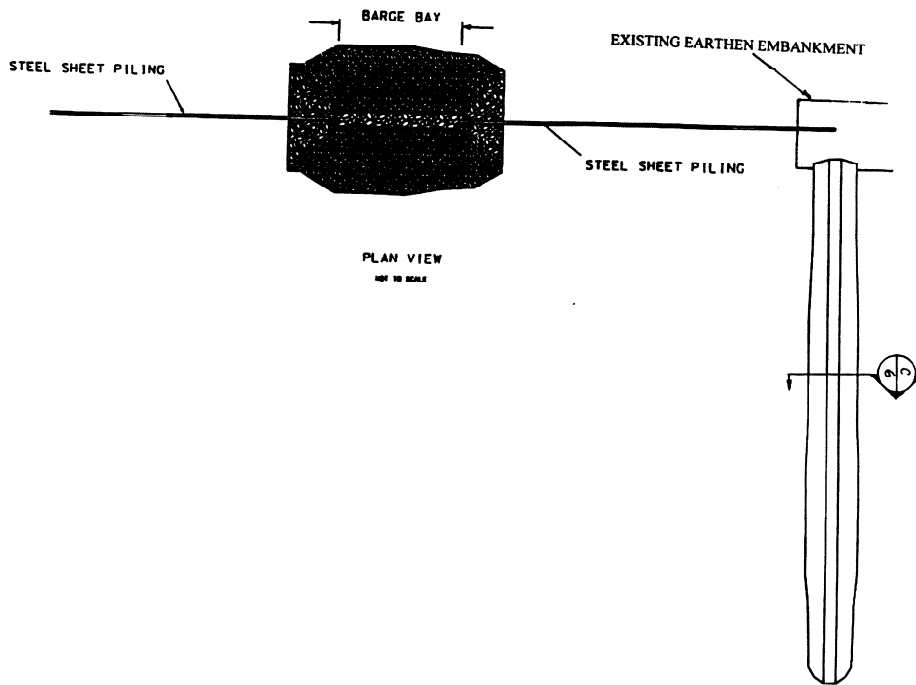
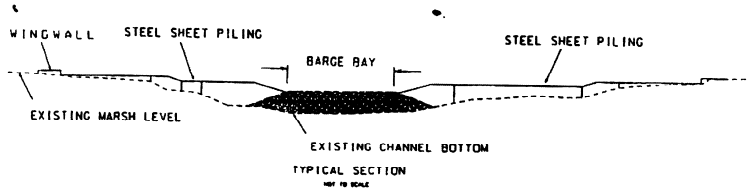
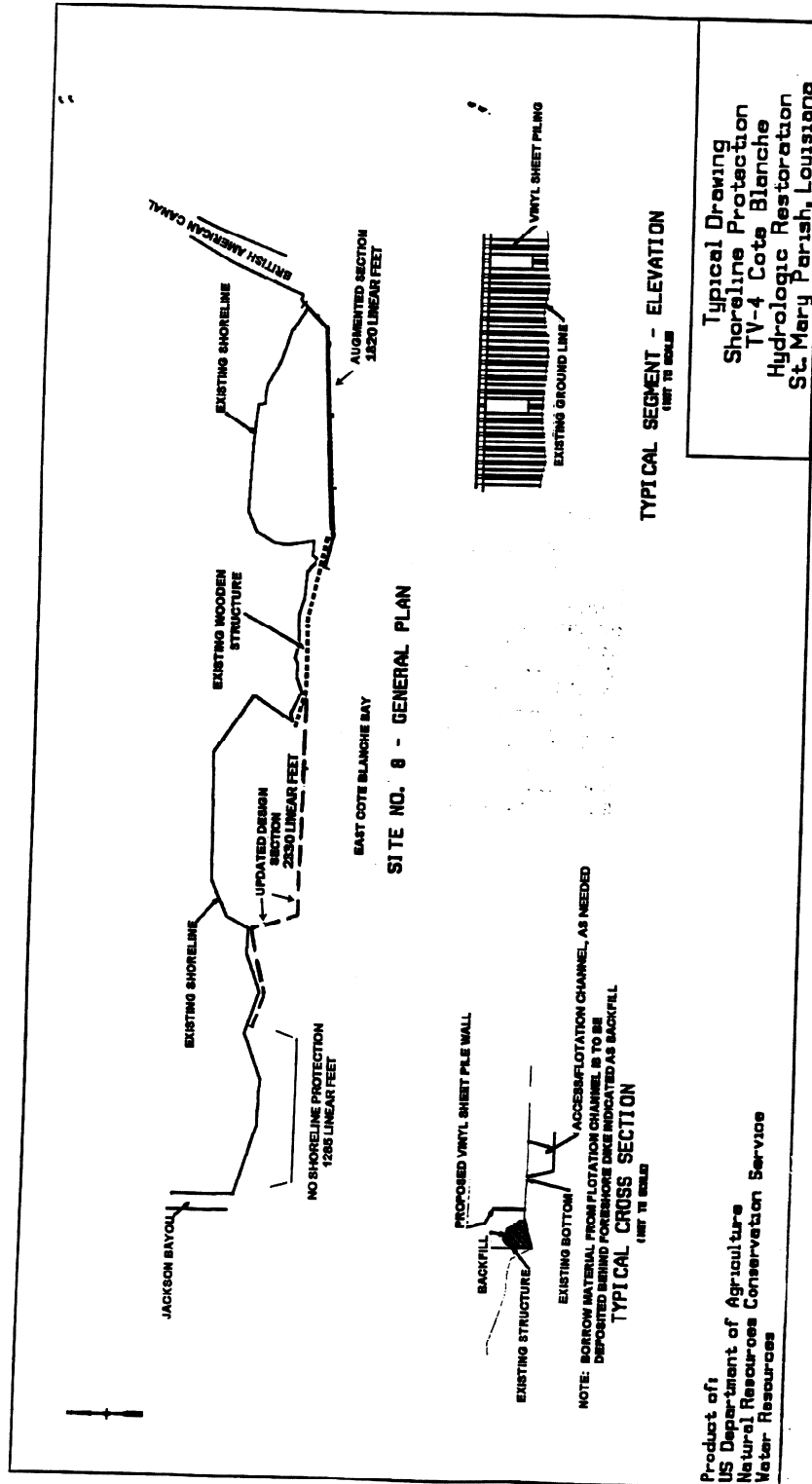


EXHIBIT D



Typical Drawing
Shoreline Protection
TV-4 Cote Blanche
Hydrologic Restoration
St. Mary Parish, Louisiana

Product of:
US Department of Agriculture
Natural Resources Conservation Service
Water Resources

STATE OF LOUISIANA
PARISH OF ST. MARY

I, the undersigned Deputy Clerk, 14th Judicial District Court, St. Mary Parish, Louisiana ex-Office Recorder, thereof, duly commissioned and qualified, do hereby certify that the above and foregoing is a true and correct copy of the original amendment

as on file and of record
in COB 72-C Entry No. 264612 Page 131
in MOB _____ Entry No. _____ Page _____
in CMB _____ Entry No. _____ Page _____
of date FEB 8 1999 at 8:45 A. M.

IN EVIDENCE WHEREOF, witness my official signature and the impress of the seal of my office this FEB 8 1999, at Franklin, St. Mary Parish, Louisiana.

Rita B. McFarland
DEPUTY CLERK OF COURT

State of Louisiana



M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

June 2, 1998

LAFAYETTE OFFICE

Mr. Roger Vincent
Miami Corporation
309 La Rue France Suite 201
Lafayette, LA 70504

REC'D JUN 0 1998

REVIEWED BY _____

RE: Cote Blanche Hydrologic Restoration Project TV-4
Temporary Easement, Servitude and Right-of-Way Agreement
Request for Consent to Modification at Sites 5 and 8

Dear Mr. Vincent:

Reference is made to the Temporary Easement, Servitude and Right-of-Way Agreement, dated October 3, 1997, recorded on October 10, 1997, COB 40-R, folio 336, Entry No. 259.232 in the public records of St. Mary Parish, executed by Miami Corporation and the State of Louisiana.

As you are aware, construction of the Cote Blanche Hydrologic Restoration TV-4 Project (the Project) is ongoing. Due to bank line erosion since the Project was designed, the Natural Resources Conservation Service (NRCS) and the Department of Natural Resources (DNR) have agreed that a modification of the structure at Site 5 is necessary to protect the integrity of that structure and the Project. The modification would involve the placement of rock along the east bank of Humble Canal, beginning at the structure and extending southward not to exceed 300 feet (see Attachment 1).

Also, due to shoreline retreat in the vicinity of Site 8 since the Project was designed, NRCS proposes to add a segment of rock on both the east and west end of the vinyl sheet pile wall to complete the tie-in to the existing shoreline (see Attachment 2). These tie-ins will be to the existing banks of Jackson Bayou and the British American Canal, respectively.

By this letter, DNR is seeking the consent of Miami Corporation to make the above described modifications at Sites 5 and 8. Please indicate Miami Corporation's understanding of and consent to the implementation of such modifications by signing below. Because the contractor is presently on-site, your expedited review and execution is requested.

COASTAL RESTORATION DIVISION
P.O. Box 94396 · Baton Rouge, Louisiana 70804-9396 · Telephone (504) 342-7308 · Fax (504) 342-9417

An Equal Opportunity Employer

Please contact Mr. V. J. Marretta of the Coastal Restoration Division Real Estate Section at (504)342-5260 if you have any questions. Thank you in advance for your prompt attention to this matter.

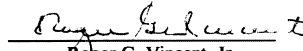
Sincerely,



Gerald M. Duszynski
CRD Assistant Administrator

Received, Reviewed, and Consented to this 3rd day of June, 1998.

Miami Corporation

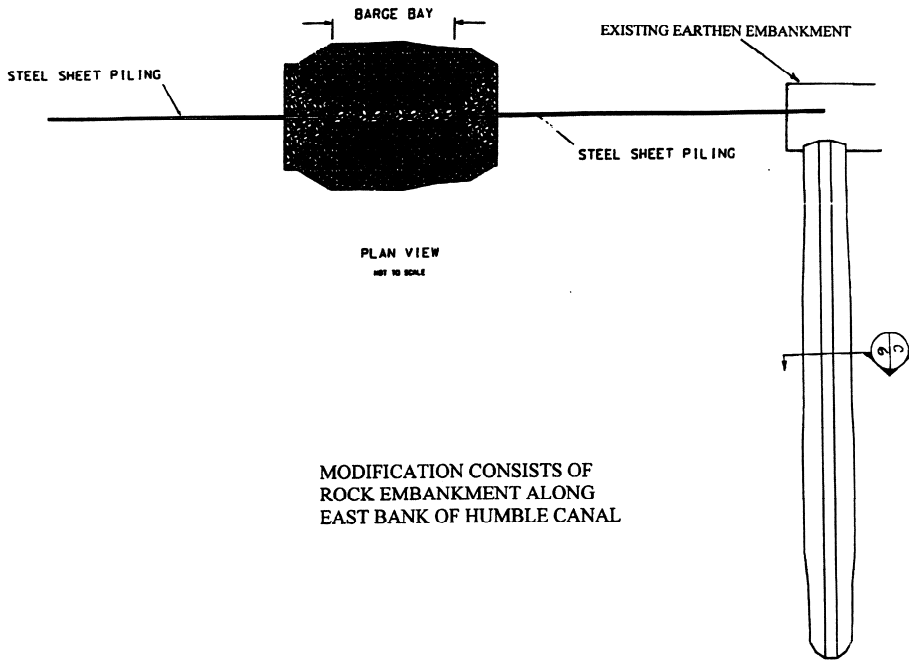


Roger G. Vincent, Jr.
Land Manager- Authorized Agent

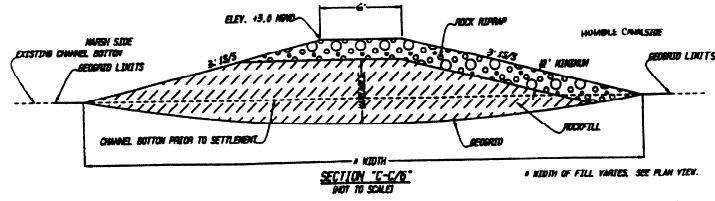
GMD/HH

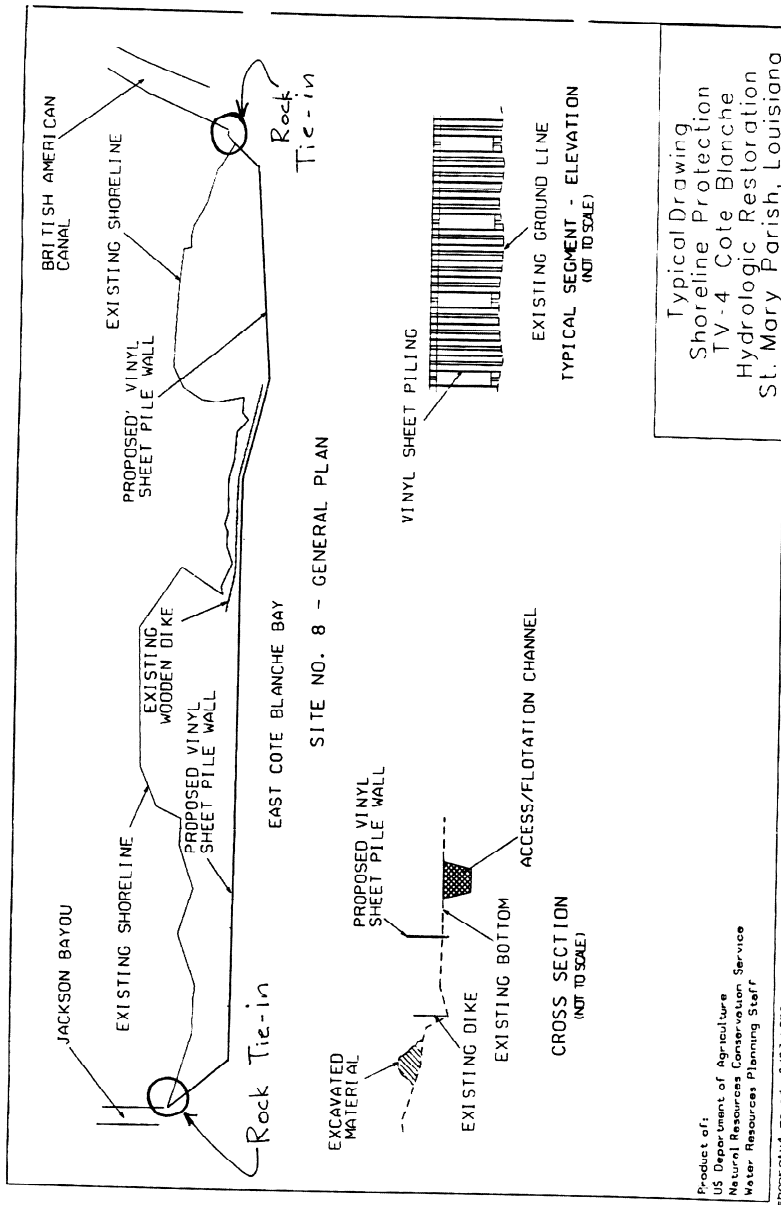
c: Garrett Broussard, CRD Project Manager
V.J. Marretta, CRD Real Estate Agent
Project File TV-04

SITE 5
MODIFICATION



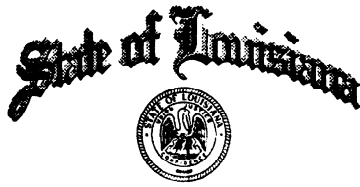
MODIFICATION CONSISTS OF
ROCK EMBANKMENT ALONG
EAST BANK OF HUMBLE CANAL





Product of:
US Department of Agriculture
Natural Resources Conservation Service
Water Resources Planning Staff
sheet 014 ms 10w 8/97 AR15

Typical Drawing
Shoreline Protection
TV-4 Cote Blanche
Hydrologic Restoration
St. Mary Parish, Louisiana



M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

October 15, 1997

Memorandum

DTV ✓

Helen
TV-04
Miami
Final

TO: Cheryl Bennett
Contracts and Grants Administrator

FROM: Gerry Duszynski *GMD*
CRD Assistant Administrator

RE: Cote Blanche Hydrologic Restoration Project TV-04
Temporary Easement, Servitude and Right-of-Way Agreement
Miami Corporation

Attached for your records is a copy of a certified original of the document referenced above between Miami Corporation and the Louisiana Department of Natural Resources for the captioned project. This document has been recorded and certified by the St. Mary Parish Clerk of Court in Franklin Louisiana.

If you have any questions, please do not hesitate to contact me.

GMD/HKH

Attachments

c (no attachment): CRD Project Manager
Helen Hoffpaur, Real Estate Section
Project File #TV-04

projects/tv04/miamchryrl.mem

Helen



M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

October 15, 1997

LTV

Mr. Donald Gohmert, State Conservationist
U. S. Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

Re: Cote Blanche Hydrologic Restoration Project TV-04
Temporary Easement, Servitude and Right-of-Way Agreement
Miami Corporation, a Delaware corporation

Dear Mr. Gohmert:

Enclosed for your records is a certified original of the above referenced agreement between Miami Corporation and the Louisiana Department of Natural Resources. An original document has also been placed of record with the Clerk of Court of St. Mary Parish, Louisiana.

If we can be of further assistance to you, please do not hesitate to contact me or Ms. Helen Hoffpauir. Thank you for your cooperation in our coastal restoration efforts.

Sincerely,

Gerald M. Duszynski
CRD Assistant Administrator

GMD/HKH

Attachment

c(no attachment): CRD Project Manager
Helen Hoffpauir, Real Estate
Project File #TV-04

projects\rv04\ncrcsmiam.let



M.J. "MIKE" FOSTER, JR.
GOVERNOR

JACK C. CALDWELL
SECRETARY

DEPARTMENT OF NATURAL RESOURCES

October 15, 1997

Miami Corporation, a Delaware corporation
Attention: Roger G. Vincent, Jr.
309 La Rue France, Suite 201
Lafayette, Louisiana 70508

STV

Re: Cote Blanche Hydrologic Restoration Project TV-04
Temporary Easement, Servitude and Right-of-Way Agreement
Miami Corporation

Dear Mr. Vincent:

Enclosed for your records are two (2) certified originals of the captioned document between yourself and the State of Louisiana for the above referenced project. A fully executed original of the document has been recorded by the Clerk of Court of St. Mary Parish, Louisiana.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me or Ms. Helen Hoffpaur, Real Estate Section, (504)342-9420. Thank you for your continued cooperation in our coastal restoration efforts.

Sincerely,

Gerald M. Duszynski
CRD Assistant Administrator

GMD/HKH

Attachment

c(no attachment): CRD Project Manager
Helen Hoffpaur, Real Estate
CRD Project File #TV-04

projects\tv04\miamtran.let

-file-

ENTRY NO. 259,232 RECORDED IN CONVEYANCE BOOK 40-R AT FOLIO 336

tv4mcsa2.agt

9/10/97

TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

**COTE BLANCHE HYDROLOGIC RESTORATION PROJECT TV-04
ST. MARY PARISH, LOUISIANA**

STATE OF LOUISIANA

PARISH OF ST. MARY

THIS AGREEMENT, made and entered into this 3rd day of September, 1997, by and between: MIAMI CORPORATION, a Delaware corporation, with the business address 309 La Rue France, Suite 201, Lafayette, Louisiana 70508, herein represented by ROGER G. VINCENT, JR., its Land Manager-Authorized Agent, hereinafter called the "GRANTOR" as owner of the below described property; and the STATE OF LOUISIANA through its DEPARTMENT OF NATURAL RESOURCES ("DNR"), herein represented by JACK C. CALDWELL, its Secretary, hereinafter called the "STATE".

WITNESSETH: For and in consideration of the promises and undertakings by STATE to GRANTOR herein, and further for the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto STATE, its successors, assigns or transferees, the limited temporary rights-of-way, servitudes and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over, GRANTOR'S property, for the purposes of planning, constructing, operating, maintaining, and monitoring of conservation and restorative measures, structures and/or appurtenances as part of the Cote Blanche Hydrologic Restoration Project, TV-04 (hereinafter called the "Project"), a portion of which is located on GRANTOR'S property. The lands covered by this Agreement (hereinafter called "said Lands") are limited to the following, to-wit:

Portions of Sections 13, 14, 24, 25, 35, and 36, T15S-R8E; a portion of Section 30, T15S-R9E; and portions of Sections 25, 26, 33, 34 and 35, T16S-R9E, St. Mary Parish, Louisiana, as further described below and as shown on Exhibit A.

Monitoring Limits and Entrance Route:

Entrance Route: The boat launch is on an un-named canal south of Yellow Bayou. From that canal, travel north in East Cote Blanche Bay to the mouth of the British American Canal (Station #1). From Station #1, travel west in East Cote Blanche Bay to the Humble Canal, then north in the Humble Canal to the M-14 Canal. Then head east in the M-14 Canal to Station #2 located approximately 3/4 of the way down the M-14 Canal on the left side after an open water area. From Station #2 travel back through the M-14 Canal to the Humble Canal and turn south until reaching the H-10 Canal, then turn west traveling in a northwesterly direction in the H-10 Canal to an open water area. Proceed through the broken marsh to Station #3 located in a bend in Humble F Canal. Travel to Station #5 in a northeasterly direction through broken marsh and ponds at the mouth of an un-named canal which is the eastern center of the open water pond. From the open water pond, travel northwest entering an opening on the south end of Bayou Mascot. Station #4 is located on Bayou Mascot following a large open water area. See Exhibit A.

Monitoring Exit Route: Exit will either be by backtracking the entrance route or, if weather is permitting, exit will be through the mouth of Bayou Mascot into West Cote Blanche Bay following the shoreline south until East Cote Blanche Bay, then turning east and following the shoreline in East Cote Blanche Bay back to the boat launch.

Access across GRANTOR'S property is limited to the route described above and outlined on Exhibit A and is to be used solely for the purposes described in this Agreement and for the term of this Agreement.

Construction Access Route: From West Cote Blanche Bay through Mud Bayou in Section 35, T15S-R8E to Site 1; from West Cote Blanche Bay through Humble-F Canal in Section 35, T15S-R8E to Site 2; from East Cote Blanche Bay through Humble Canal in Sections 33 and 34, T16S-R9E to Sites 3 and 4 on adjacent property; from East Cote Blanche Bay through Humble Canal in Section 34, T16S-R9E to Site 5; from East Cote Blanche Bay to Site 6 at the mouth of Jackson Bayou in section 34, T 16S-R9E; from East Cote Blanche Bay to Site 7 at the mouth of the British American Canal in Section 35, T16S-R9E. Access to shoreline stabilization at Site 8 will be from and in East Cote Blanche Bay.

Construction and Maintenance Limits:

Site 1 - S35, T15S-R8E, at Mud Bayou: 310' X 310' parcel centered on and surrounding the structure
Site 2 - S35, T15S-R8E, at Humble-F Canal: 305' X 305' parcel centered on and surrounding the structure
Site 5 - S34, T16S-R9E, at Humble Canal: 600' X 600' parcel centered on and surrounding the structure
Site 6 - S34, T16S-R9E at Jackson Bayou: 220' X 220' parcel centered on and surrounding the structure
Site 7 - S35, T16S-R9E at British-American Canal: 285' X 285' parcel centered on and surrounding the structure
Site 8 - S34 and 35, T16S-R9E, East Cote Blanche Bay and shoreline: 6300' (e-w) X 500' (n-s) parallel to the structure with northern limit located 20' north of the northernmost point of structure.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project, including any impairment, alteration or interference with the natural servitude of drain provided for by Louisiana Law, including expressly but not limited to, Louisiana Civil Code Articles 655-658 and/or La. R.S. 38:218.

- I. This Agreement includes the rights of STATE to perform the following activities for the purposes authorized by Federal (P.L. 101-646) and State (La. R.S. 49:213-214) law and at the sites or locations identified in the attached exhibits:
- a. The right to construct, for the purpose of water stabilization/reduction of erosive wave energy, one low-level weir with boat bay and all appurtenances thereto (including the necessary excavation and/or backfilling) at each of Sites 1 and 6 as shown on Exhibit A (see example details on Exhibit B);
 - b. The right to construct, for the purpose of water stabilization/reduction of erosive wave energy, one low-level weir with boat bay and all appurtenances thereto (including the necessary excavation and/or backfilling) at each of Sites 2 and 7 as shown on Exhibit A (see example details on Exhibit C);
 - c. The right to construct, for the purpose of water stabilization/reduction of erosive wave energy, one low-level weir with barge access and all appurtenances thereto (including the necessary excavation and/or backfilling), at Site 5 as shown on Exhibit A (see example details on Exhibit C-1);
 - d. The right to construct (including the necessary excavation and/or backfilling), operate, maintain and monitor a shoreline protection structure along the shoreline of East Cote Blanche Bay between Jackson Bayou and the British-American Canal including all appurtenances thereto, in, over and across the said Lands at Site 8 as shown on Exhibit A (see detail on Exhibit D);
 - e. The right to construct, locate, maintain and service required monitoring devices and equipment at Continuous Recorder Sites 1 through 5 on said Lands as shown on Exhibit A as

called for in the Project Monitoring Plan, a copy of which has been provided to GRANTOR; it is specifically understood that the Monitoring Access Route as shown on Exhibit A is open and available to all GRANTOR's lessees and assigns requiring access through said Route;

e. The right to post warning signs or notices on or near appropriate project features on said Lands, as may be deemed necessary by STATE; provided, however, that the STATE shall be required to post and maintain during the term of this agreement warning signs and notices equivalent to those depicted on Exhibits E and F hereto (see detail on Exhibits E and F);

f. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Project;

g. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the conservation and restorative structures as described in the Project Monitoring Plan, which plan has been provided to GRANTOR; and

h. The right to make minor modifications to the features, including material used and location, subject to GRANTOR's consent, which shall not be unreasonably delayed or refused.

II. STATE agrees to give reasonable notice to GRANTOR prior to initiation of work, or the coordination of ingress or egress, if necessary, for the purposes required in implementing, constructing, maintaining and monitoring the Project.

III. STATE agrees to indemnify and hold GRANTOR harmless against and from any loss or liability on account of injuries to (including the death of) persons or to the property of others, including reasonable attorney's fees, arising wholly or in part from or in connection with STATE's operations hereunder on said Lands except for any loss or liability on account of injuries resulting from the gross negligence or willful misconduct of GRANTOR. In the event any suit is brought against GRANTOR to recover for or on account of any such damage, injury or death, arising wholly or in part from STATE's operations hereunder, STATE will, at GRANTOR'S written request, appear and defend said suit at STATE'S own sole cost, risk and expense, and STATE will be responsible for any judgment that may be entered against GRANTOR therein when said suit(s) is (are) finally determined, except to the extent that such judgment(s) is (are) allocable to GRANTOR'S gross negligence or willful misconduct. Should work on said Lands be performed via contract, STATE shall ensure that the contractor lists GRANTOR as an additional insured on any policies carried by the contractor, including completed operations coverage. Such insurance policies shall provide that GRANTOR is, and will be, protected from and defended and insured against, without costs or expense to GRANTOR, any liability or loss (including loss of life), or damage to property of any kind, arising wholly or in part from or in connection with STATE operations hereunder on said Lands. GRANTOR shall have no liability to STATE for any damage done to structures or to the Project as a result of the activities of third persons.

IV. STATE shall be responsible for repair or replacement in like manner of any fences, roads, bridges, launches, trails, waterways, and other facilities located on said Lands which may be damaged or destroyed by STATE, or its designated representatives or contractors, during the construction, operation and maintenance of the structures and/or appurtenances installed as part of the Project, and STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project. STATE further agrees to maintain said Project in good repair and fit for the uses contemplated herein. At the termination of this agreement, it is understood and agreed that STATE may leave in place any structures built under the terms of this Agreement, but that GRANTOR does not assume any obligation to maintain said structures.

V. STATE acknowledges that La. R.S. 49:213.7E(2) provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by

activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Wetlands Conservation and Restoration Fund. Further, said statute provides that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in or over private property solely on the basis of the expenditure of funds from the Wetlands Conservation and Restoration Fund, the State shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney fees. However, to the maximum extent permitted by La. R.S. 49:213.7E(2), the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood that GRANTOR shall retain title and all property rights (subject to the rights of STATE herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, structures and/or appurtenances at Sites 1, 5, 6, and 8 constructed on said Lands pursuant to this Agreement shall not be adjusted, removed, interfered with, subverted or altered (hereinafter referred to as "altered") by GRANTOR, or anyone holding rights by, through or under GRANTOR without prior written approval of STATE, which such prior written approval will not be unreasonably delayed or refused provided that the integrity of the Project would not be compromised by such actions. Furthermore, the structures and/or appurtenances constructed on said Lands at Sites 2 and 7 pursuant to this Agreement shall not be adjusted, removed, interfered with, subverted or altered by GRANTOR, or anyone holding rights by, through or under GRANTOR, except as provided in one or more of the following scenarios:

a. For the sole purpose of ordinary activities associated with the exploration for and production of oil and gas (hereinafter referred to as "ordinary activities"), the structures and/or appurtenances at Sites 2 and 7 can be altered by GRANTOR, or anyone holding rights by, through or under GRANTOR (hereinafter collectively referred to as "GRANTOR" for the remainder of this article), subject to the following conditions:

1. GRANTOR must, where practicable, provide 60 (sixty) days, advance written notice to the STATE;

2. GRANTOR shall use its best efforts to gain alternative access (permit request, adjacent landowner negotiation, or other measures);

3. Best efforts will be made by GRANTOR to accomplish such alterations and subsequent full restoration to the conditions existing immediately prior to commencement of such alterations during the period between December 1 of a given year and May 31 of the following year, except that:

(a) as an alternative to full restoration to the conditions existing immediately prior to commencement of such alterations, the full water management integrity of the Project could be reestablished via relocation of the subject structure, construction of levee segments and/or other measures deemed appropriate and agreed to in writing by STATE and GRANTOR;

(b) if it is anticipated that any proposed ordinary activity would require more time than allowed above, best efforts will be made to accomplish such alterations, and subsequent full restoration to the conditions existing immediately prior to commencement of such alterations, during the period between October 1 of a given year and May 31 of the following year; and

(c) If any ordinary activities are ongoing during the period between June 1 and November 30, GRANTOR shall take such measure(s), including installation of a temporary structure equivalent in elevation to the original structure, construction of levee segments, or other measures reasonably adequate to prevent water of a salinity greater than 5 ppt from encroaching into the interior marsh; and

4. Any such alterations and subsequent restorations, reestablishment measures or temporary measures shall be implemented at no cost to STATE;

b. For the sole purpose of emergency activities associated with the exploration for and production of oil and gas, e.g., to remedy oil spills, well blowouts, fire or other situations which threaten health, life, or property (hereinafter referred to as "emergency activities"), the structures and/or appurtenances at Sites 2 and 7 can be altered by GRANTOR or anyone holding rights by, through or under GRANTOR, subject to the following conditions:

1. The GRANTOR must provide written notice to the STATE within seventy-two (72) hours after a decision is made to initiate emergency activities;

2. Such alterations and subsequent full restoration to the conditions existing immediately prior to commencement of such alterations or reestablishment of the full water management integrity of the Project via relocation of the subject structure, construction of levee segments and/or other measures deemed appropriate and agreed to in writing by STATE and GRANTOR must be accomplished within, where practicable, sixty (60) days after emergency conditions cease;

3. If any emergency activities are ongoing during the period of June 1 to November 30 of a given year, and unless this condition is waived by STATE in writing for a specific emergency occurrence, GRANTOR shall take such measures, including installation of a temporary structure equivalent in elevation to the original structure, construction of levee segments, or other measure(s) reasonably adequate to prevent water of a salinity greater than 5 ppt from encroaching into the interior marsh; and

4. Any such alterations and subsequent restoration, re-establishment measures or temporary measures shall be implemented at no cost to STATE; or

c. For any other alterations of the structures and/or appurtenances at Site 2 and 7, the GRANTOR must obtain prior written approval of the STATE, which such prior written approval will not be unreasonably delayed or refused provided that the integrity of the Project is not compromised by such alteration..

VII. In its exercise of the rights herein granted, STATE agrees not to unreasonably interfere with (a) oil and gas operations including geophysical acquisition, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, and (d) any other surface activity authorized by GRANTOR on said Lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals and alligator egg operations and/or alligator harvesting, fishing, shrimping, or crabbing presently thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. STATE acknowledges that it has been given the opportunity to inspect the said Lands and accepts the condition of same for all purposes.

X. STATE 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, and only with prior written approval of GRANTOR.

XI. This Agreement shall become effective on September 1, 1997, and shall remain in effect until, August 31, 2017, unless sooner released by STATE; and, provided further, that if STATE should fail to commence work or improvements on said Lands to implement the Project within two (2) years of STATE'S execution hereof, this servitude shall automatically terminate and STATE shall have no further rights hereunder.

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

XIII. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same.

XIV. This Agreement does not confer or waive any rights except as expressly provided herein.

XV. This Agreement is subject to and subordinate to all existing contracts of record affecting said Lands.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Anita Bernard
Phyllis H. H. H.

Miami Corporation

By: Roger G. Bernard Jr.

Title: Land Manager - Authorized Agent

Date: 3 October 1997

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Conceiçao
Antonio

State of Louisiana
Department of Natural Resources

DNR General Counsel: William A. H.

By: Jack L. ...

Title: Secretary

Date: 10/7/97

ACKNOWLEDGMENTS

STATE OF Louisiana

PARISH/COUNTY OF Lafayette

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish/County and State aforesaid, on this 3rd day of October, 19 97, personally came and appeared ROGER G. VINCENT, JR., to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the LAND MANAGER-AUTHORIZED AGENT of Miami Corporation, and that as such duly authorized officer, by and with authority of the Board of Directors of said corporation, he signed, executed and sealed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, and for the object and purposes therein set forth.

Catherine D. LaBry
NOTARY PUBLIC

My commission expires: at death
(SEAL)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish/County and State aforesaid, on this 7th day of October, 19 97, personally came and appeared JACK C. CALDWELL, 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.

John F. Pushe
NOTARY PUBLIC

My commission expires: is for life
(SEAL)

EXHIBIT A



Cote Blanche Project T/V-04

LEGEND

- Continuous Recorder
- Boat Bay Weir
- ⊕ Barge Bay Weir
- Monitoring Routes
- STR Line (Interpolated)
- STR Line
- Shoreline Shell Stabilization
- T/V-04 Boundary
- USGS Quad Boundary

U.S.G.S. National Wetlands Research Center
 Baton Rouge Project Office
 Louisiana Department of Natural Resources
 Coastal Restoration Division
 Map ID : 97-4-07
 Date : 08/13/97

EXHIBIT B

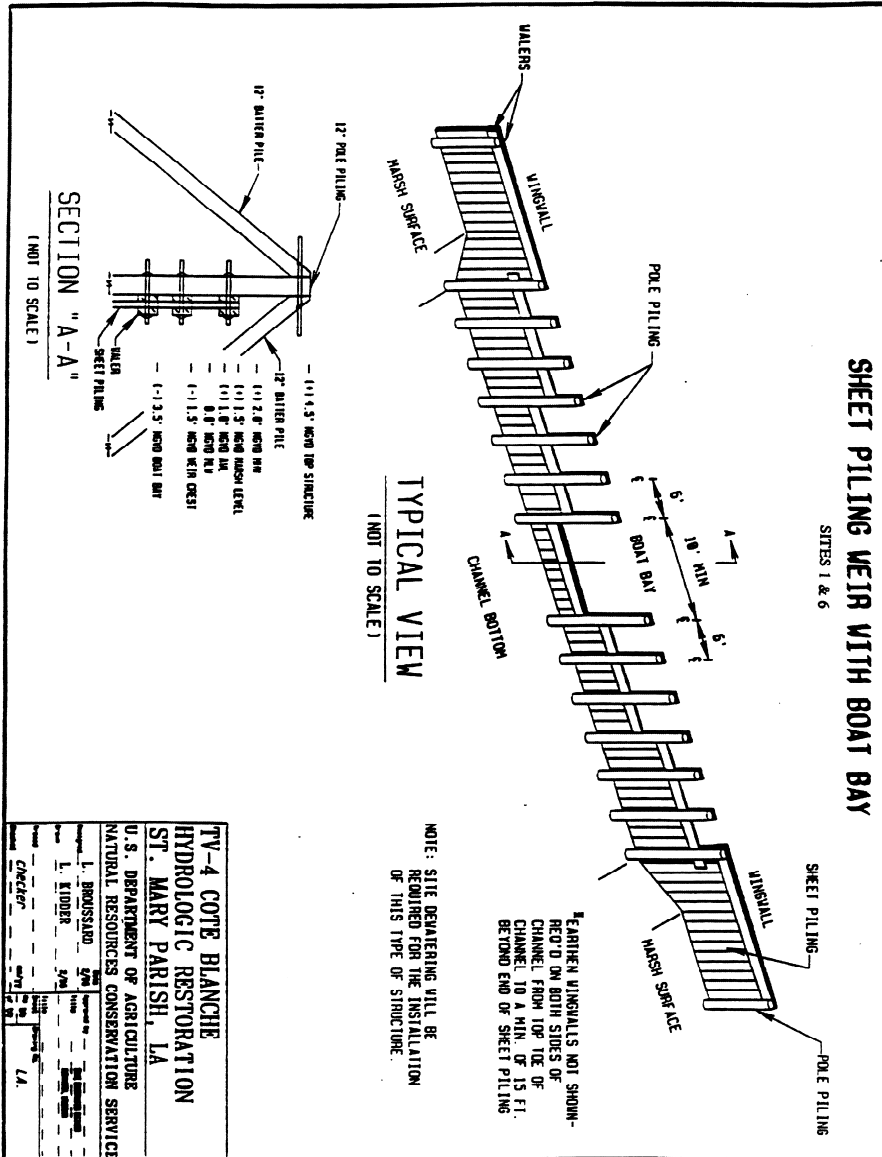


EXHIBIT C

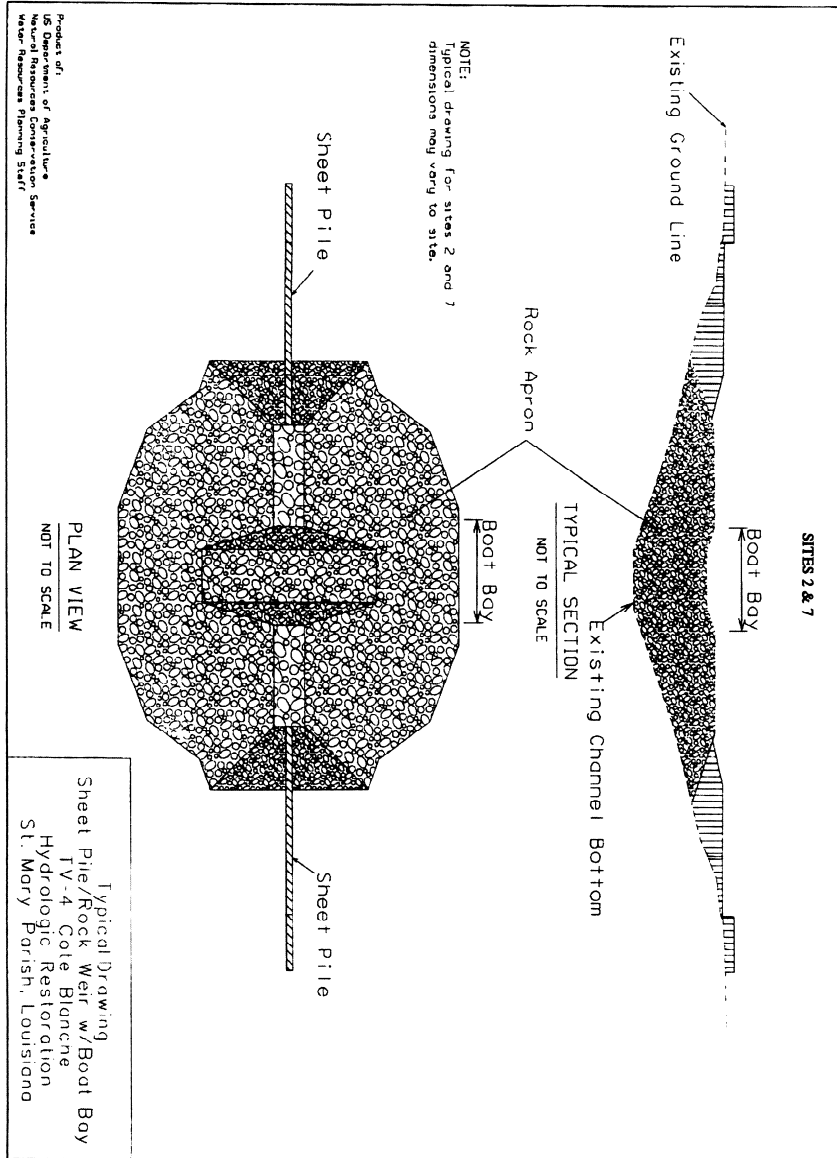


EXHIBIT C-1

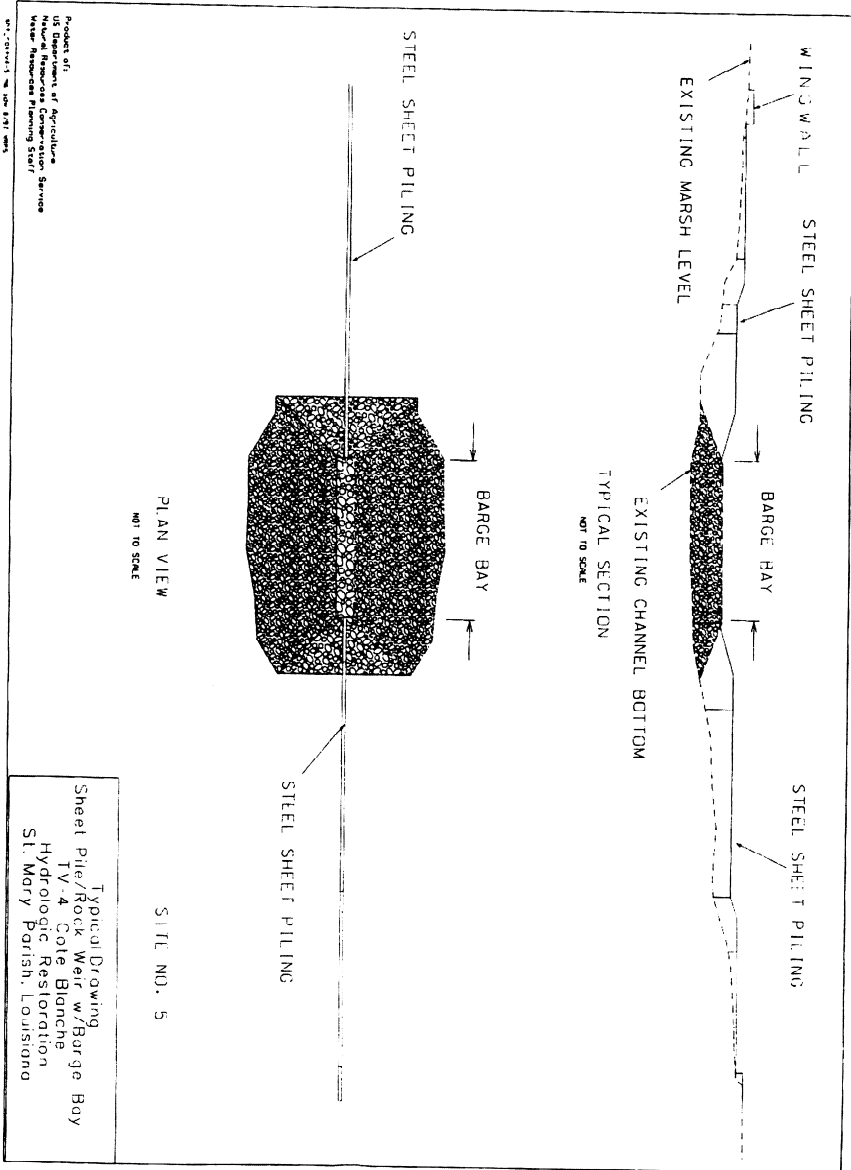
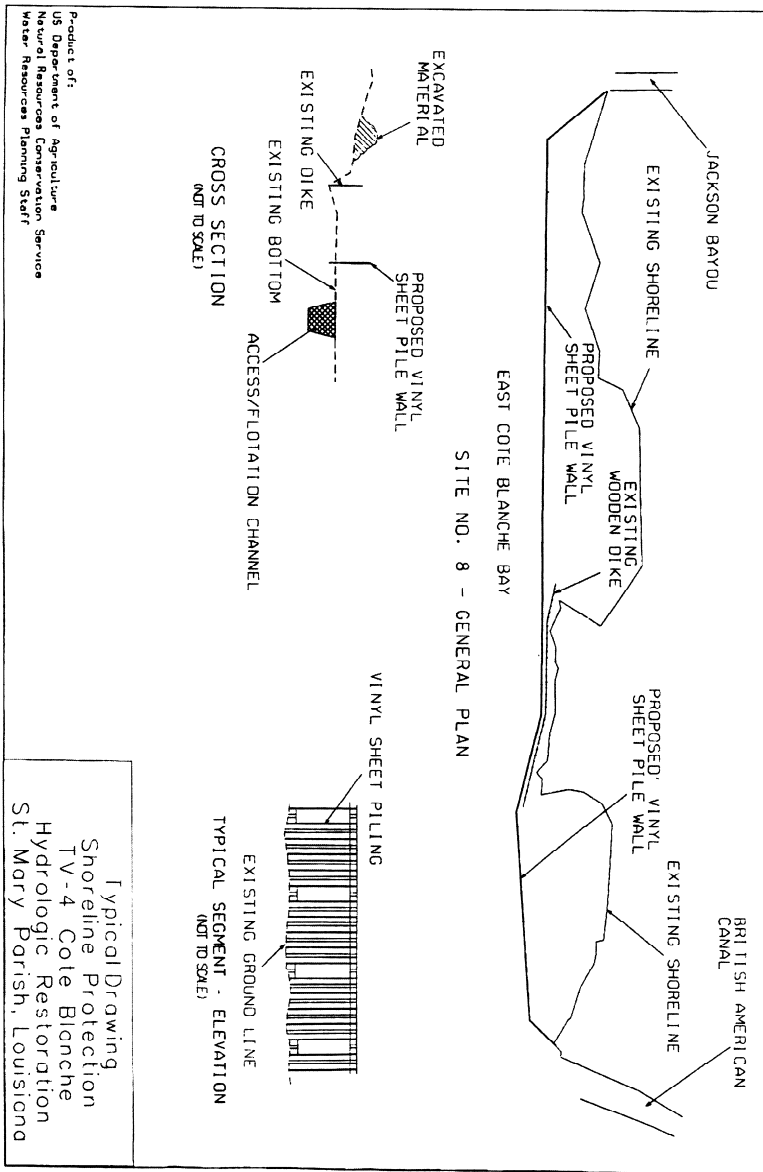


EXHIBIT D



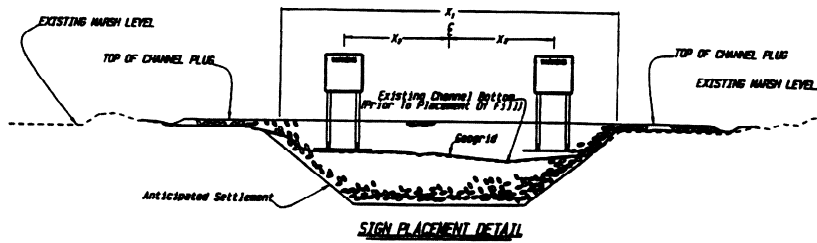
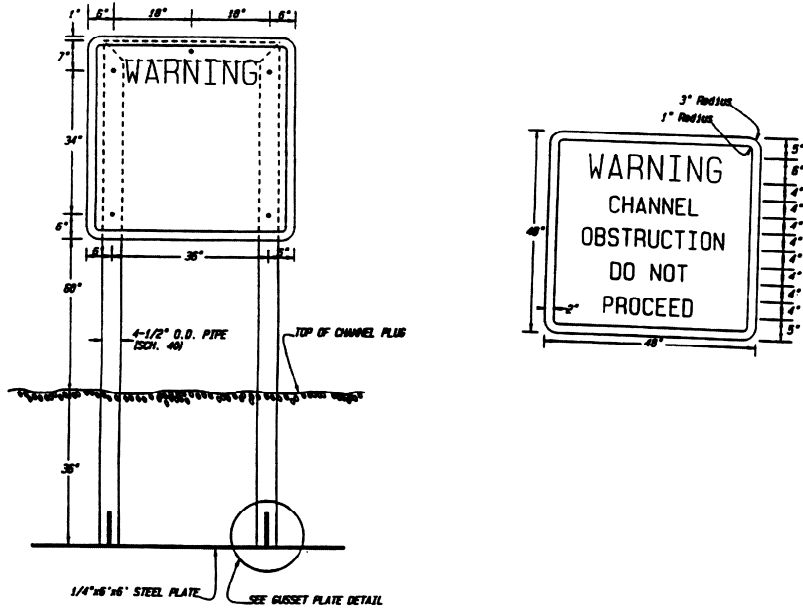
Typical Drawing
 Shoreline Protection
 TV-4 Cote Blanche
 Hydrologic Restoration
 St. Mary Parish, Louisiana

Product of:
 US Department of Agriculture
 Natural Resources Conservation Service
 Water Resources Planning Staff

SN00P01V4 M6 50W 8/97 MBPS

EXHIBIT E

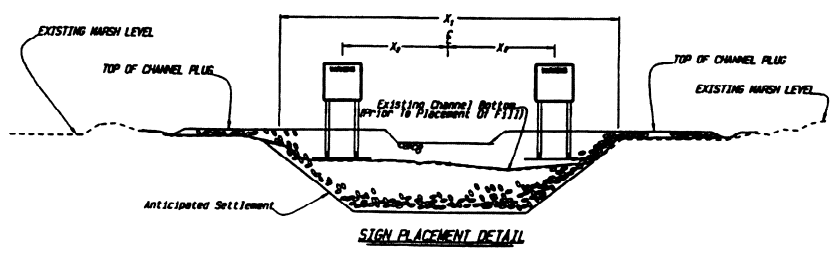
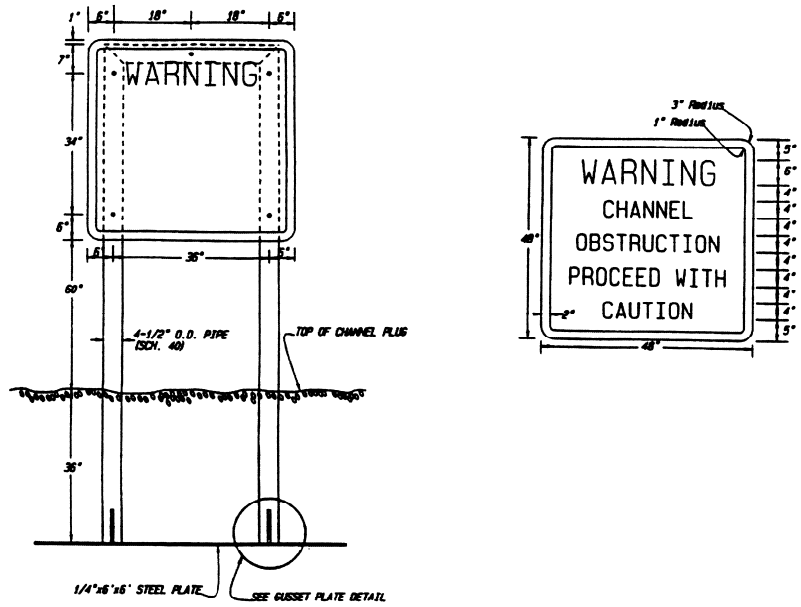
TYPICAL WARNING SIGN (for structure without boat passage way)



COTE BLANCHE MARSH MANAGEMENT PROJECT TV-04
ST. MARY PARISH, LOUISIANA

EXHIBIT F

TYPICAL WARNING SIGN (for structure with boat passage way)



COTE BLANCHE MARSH MANAGEMENT PROJECT TV-04
ST. MARY PARISH, LOUISIANA

APPENDIX C: GOVERNMENT PERMITS



**DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT**

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

COASTAL USE PERMIT/CONSISTENCY DETERMINATION

C.U.P. No.: P20131554
C.O.E. No.: MVN- 2013- 02946- WPP
NAME: **ST. MARY PARISH GOVERNMENT**
c/o PROVIDENCE
1201 MAIN STREET
BATON ROUGE, LA 70802
Attn: Lee Womack

LOCATION: **Saint Mary Parish, LA**
Center Point: Lat 29° 38' 21.73"N / Long -91° 34' 41.03"W; Section 34 & 35, T16S-R9E; north shore of East Cote Blanche Bay on the east and west sides of the Jackson Bayou outlet.

DESCRIPTION: The TV-04 Cote Blanche Hydrologic Restoration Project Maintenance-PVC Wall Extension includes the construction of two vinyl sheet pile walls which total +/- 2,678 linear feet and will tie into existing shoreline protection structures on their eastern and western terminuses. Each structure will consist of one-quarter-inch wide vinyl sheet pile, supported by twelve-inch-diameter, 50-foot-long battered timber piles set on seven feet centers, with alternating placement on the north and south sides of the respective walls. A timber whaler will be installed between the timber piles and sheet pile to provide horizontal support. The project will also include the relocation of approximately 60 cubic yards of rip rap from the western end of an existing shoreline protection structure to the east side of the Jackson Bayou outlet. Additionally, a two feet gap (fish gap) will be spaced every twenty linear feet of sheet pile and warning signs will be placed every 5' off the front toe of the wall. All work will be performed during mean high water to assure a minimum of 0.5 feet between the barge and existing mudline.

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

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



- b. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.
- c. The water bottom shall not be disturbed during access to the proposed work location, other than that authorized and shown on the attached project plats, whether it be by dredging, wheel washing, propwashing, jetting, or any other means of moving bottom material. Powered vessels shall be operated so as not to disturb the water bottom by propeller or jet action.
- d. No impacts to rare, threatened or endangered species or critical habitats are anticipated from the proposed project. No state or federal parks, wildlife refuges, wildlife management areas or scenic rivers are known at the specified site or within ¼ mile of the proposed project.

The Louisiana Natural Heritage Program (LNHP) has compiled data on rare, endangered, or otherwise significant plant and animal species, plant communities, and other natural features throughout the State of Louisiana. LNHP reports summarize the existing information known at the time of the request regarding the location in question. LNHP reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. If at any time LNHP tracked species are encountered within the project area, please contact our biologist at 225-765-2643.

- e. Standard LDWF Provisions for Coastal Use Permits (CUPs) in currently Unproductive Public Oyster Seed Grounds (LDWF retains the right to amend permit provisions as needed):

Applicant shall provide to the Louisiana Department of Wildlife and Fisheries a water bottom assessment (unless waived by LDWF) that meets LDWF protocol prior to commencement of the activity.

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

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

Applicant shall not discharge any drilling and/or workover effluent except for flocculated filtered water into the waters in the areas of the proposed activity. Discharge rate of water shall not exceed the rate of filtering.

Applicant shall not discharge any produced waters into the waters in the areas of proposed activity.

Applicant, Applicant's contractors and sub-contractors shall not discharge any human waste from any vessel that does not meet or exceed the requirements of the Department of Health and Hospitals.

If access route traverses a currently productive public oyster area, Applicant shall secure approval of the access route from LDWF and shall ingress and egress to the project location only along the approved route.

Applicant shall establish and maintain, until the permitted activity is complete, along the access route appropriate access route markings for vessels traveling to and from the project location. These markings may be subject to applicable local, state, and federal navigation requirements. These markings shall be sufficient to be used during day and night operations as well as in any climatic and sea condition which may occur during permitted activities.



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

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

Applicant shall have at the project location float booms for containing any spills.

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

Applicant shall provide a letter of completion and as-built drawings of the completed project to the Department no later than 60 days following completion of the permitted activity.

At the discretion of LDWF, a post-project bottom contour and side-scan survey may be required. The results of these surveys will be made available to the Department, upon request.

Applicant shall remove or spread any dredged material which is greater than 0.5 feet above original bottom contours.

At the discretion of LDWF, the Applicant may be required to return all or part of water bottoms to pre-project conditions.

All vessels utilized under this permit shall be of such size and loaded in such a manner as to not impact the water bottoms over which they pass.

- f. All structures built under the authorization and conditions of this permit shall be removed from the site within 120 days of abandonment of the facilities for the herein permitted use, or when these structures fall into a state of disrepair such that they can no longer function as intended. This condition does not preclude the necessity for revising the current permit or obtaining a separate Coastal Use Permit, should one be required, for such removal activities.
- g. That permittee shall insure that all sanitary sewage and/or related domestic wastes generated during the subject project activity and at the site, thereafter, as may become necessary shall receive the equivalent of secondary treatment (30 mg/l BOD5) with disinfection prior to discharge into any of the streams or adjacent waters of the area or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to the Department of Health and Hospitals for purpose of review and approval prior to any utilization of such provisions.
- h. The area where the project is located is all part of the aboriginal homelands of the Chitimacha Tribe of Louisiana. As such, large villages, burial sites, and sacred sites were in place in that entire area. If at any time during the course of the work, any traditional cultural properties are discovered, Permittee shall immediately contact Kimberly S. Walden (Cultural Director) or Melanie Aymond (Research Coordinator) at (337) 923-9923 or (337) 923-4395. Office hours are Monday through Thursday from 7:30 A.M. - 5:00 P.M. and on Friday between 7:30 A.M. - 11:30 A.M. If traditional cultural properties are discovered on the weekend or after business hours, the notification shall be made the next business morning.
- i. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by



this action.

- j. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.
- k. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.
- l. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, Permittee must, in good faith and with due diligence, reasonably progress toward completion of the project once the Coastal Use has been initiated. If the Coastal Use is not initiated within this two (2) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (Title 43:1.723.D.). Please note that a request for permit extension MUST be made no sooner than one hundred eighty (180) days and no later than sixty (60) days prior to the expiration of the permit.

The expiration date of this permit is five (5) years from the date of the signature of the Secretary or his designee.

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

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

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

I affix my signature and issue this permit this 6th day of February, 2014.

THE DEPARTMENT OF NATURAL RESOURCES

A handwritten signature in black ink that reads "Karl L. Morgan".

Karl L. Morgan, Administrator
Office of Coastal Management

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

Attachments

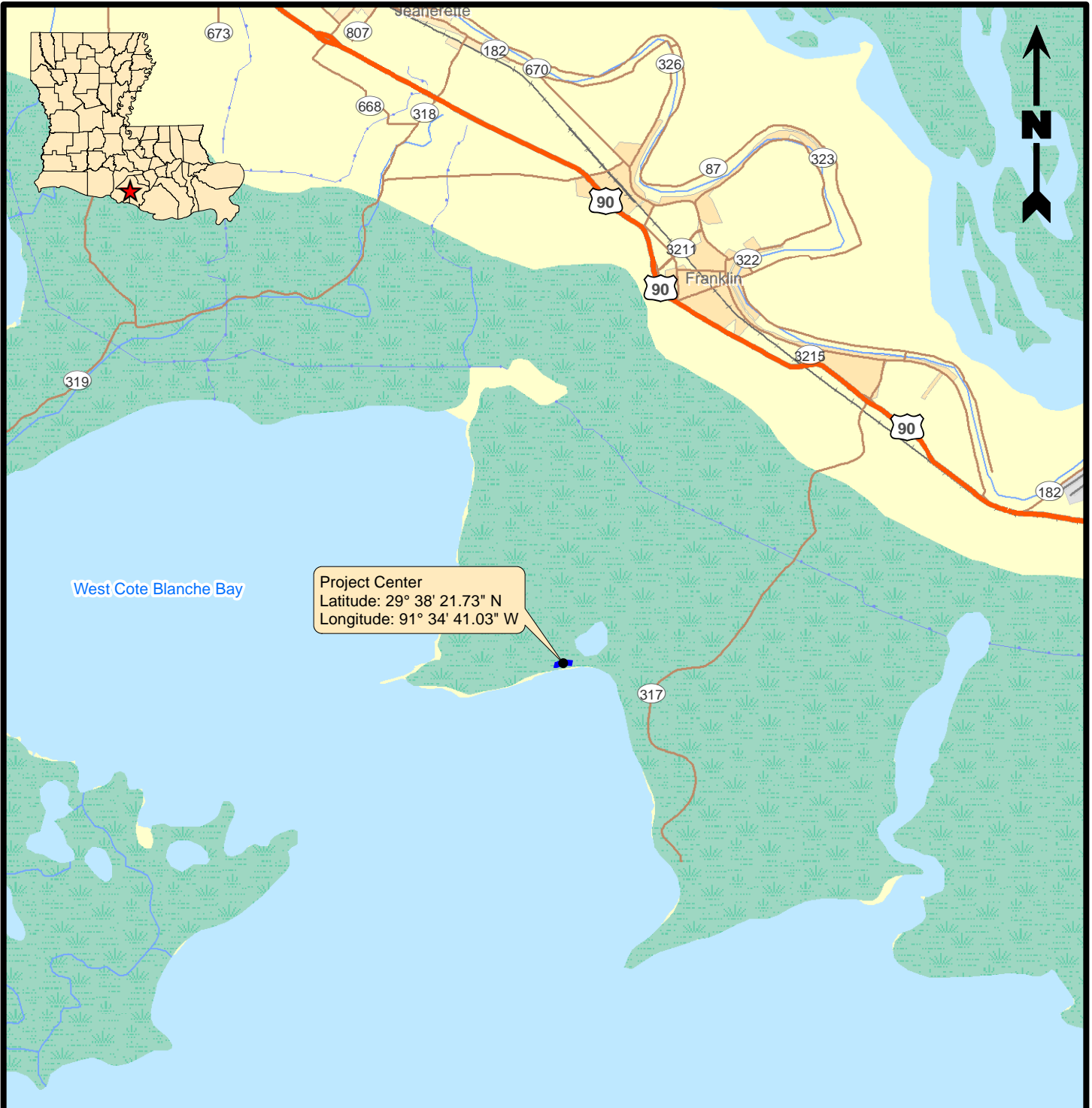


Final Plats:

1) [P20131554](#) [Final Plats](#) [11/26/2013](#)

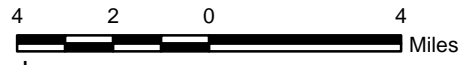
cc: Martin Mayer, COE w/attachments
Dave Butler, LDWF w/attachments
Jessica Diez, OCM w/attachments
Darin Thomasee, OCM/FI w/attachments

ST. MARY PARISH GOVERNMENT w/attachments



Project Center
 Latitude: 29° 38' 21.73" N
 Longitude: 91° 34' 41.03" W

West Cote Blanche Bay



Legend

- Proposed Wall Extension
- Project Center

Reference

Base map comprised of ESRI StreetMap USA data.

Vicinity Map

**TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension**
 St. Mary Parish, Louisiana

St. Mary Parish Government



PROVIDENCE

Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number	1
621-001-001	
Drawing Number	Figure
621-001-001-A006	



Copyright:© 2013 National Geographic Society, i-cubed



Legend

- Proposed Wall Extension (2,678')
- Project Center

Reference

Base map comprised of U.S.G.S. 7.5 minute topographic maps, "Ellerslie, LA" and "Point Chevreuil, LA".

Site Location Map

**TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana**

St. Mary Parish Government

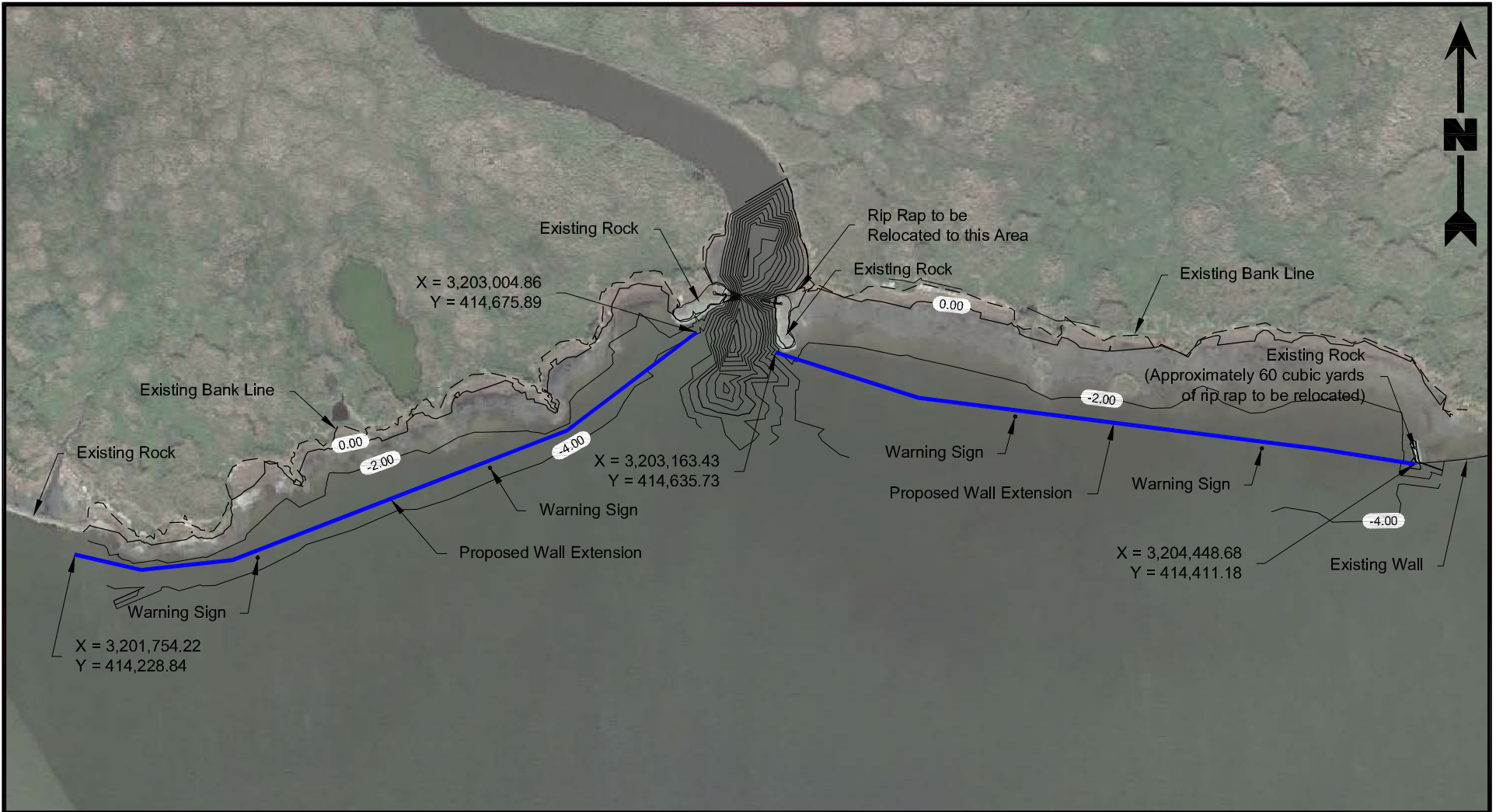


PROVIDENCE

Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number	2 Figure
621-001-001	
Drawing Number	
621-001-001-A007	

Providence Engineering and Environmental Group LLC

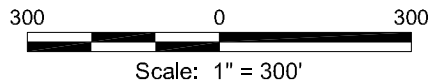


Legend

- Proposed Wall Extension (2,678')
- Existing Surface Contours (Based on May 2013 Survey)

Reference

Base map comprised of Google Earth aerial dated 10/28/12.



Site Plan

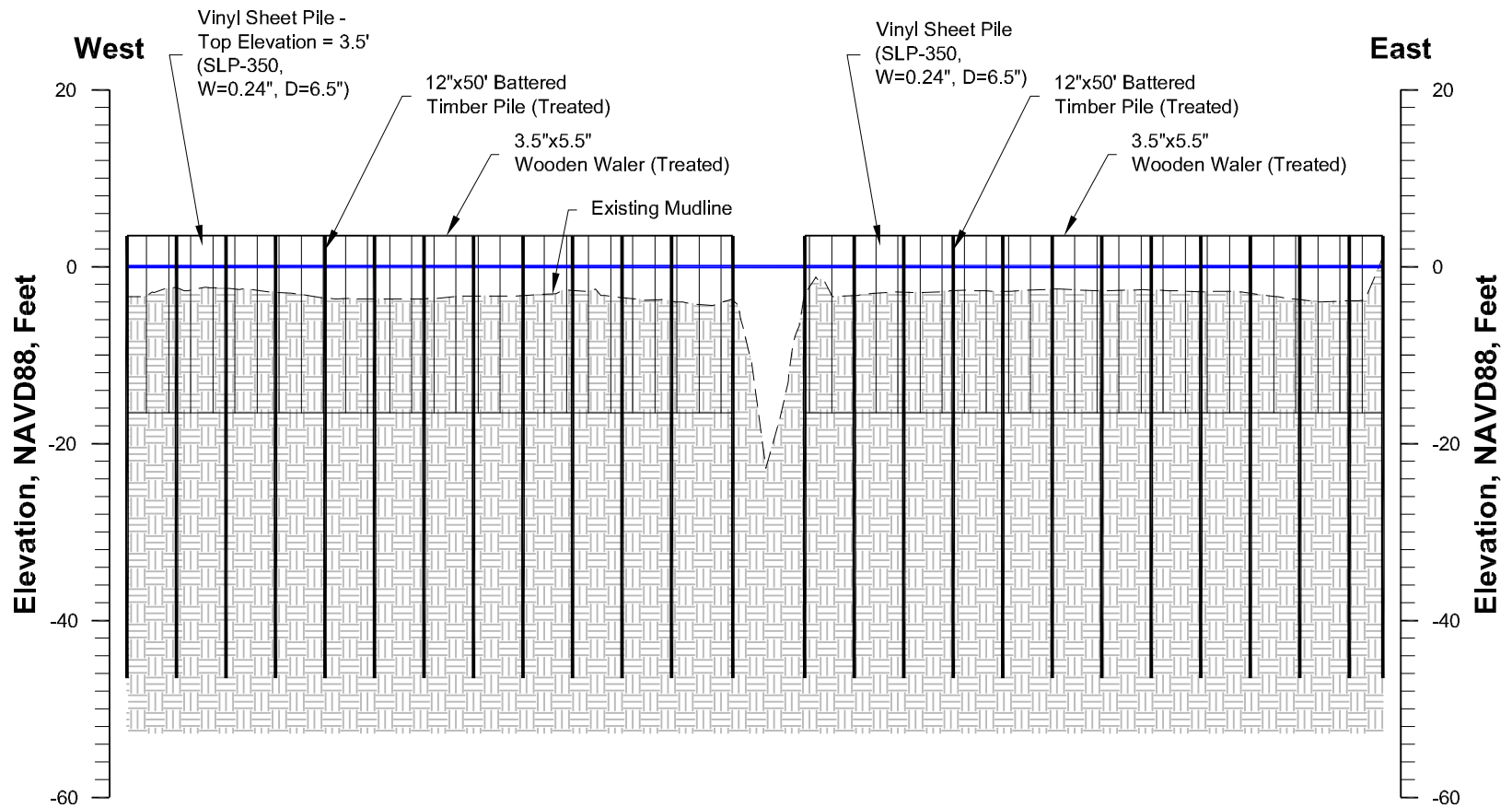
TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government



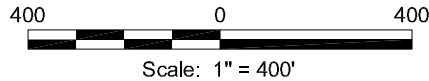
Drawn By	LMH	10/29/13
Checked By	LMM	10/29/13
Approved By	LAW	10/29/13

Project Number 621-001-001	3 Figure
Drawing Number 621-001-001-A008	



Profile

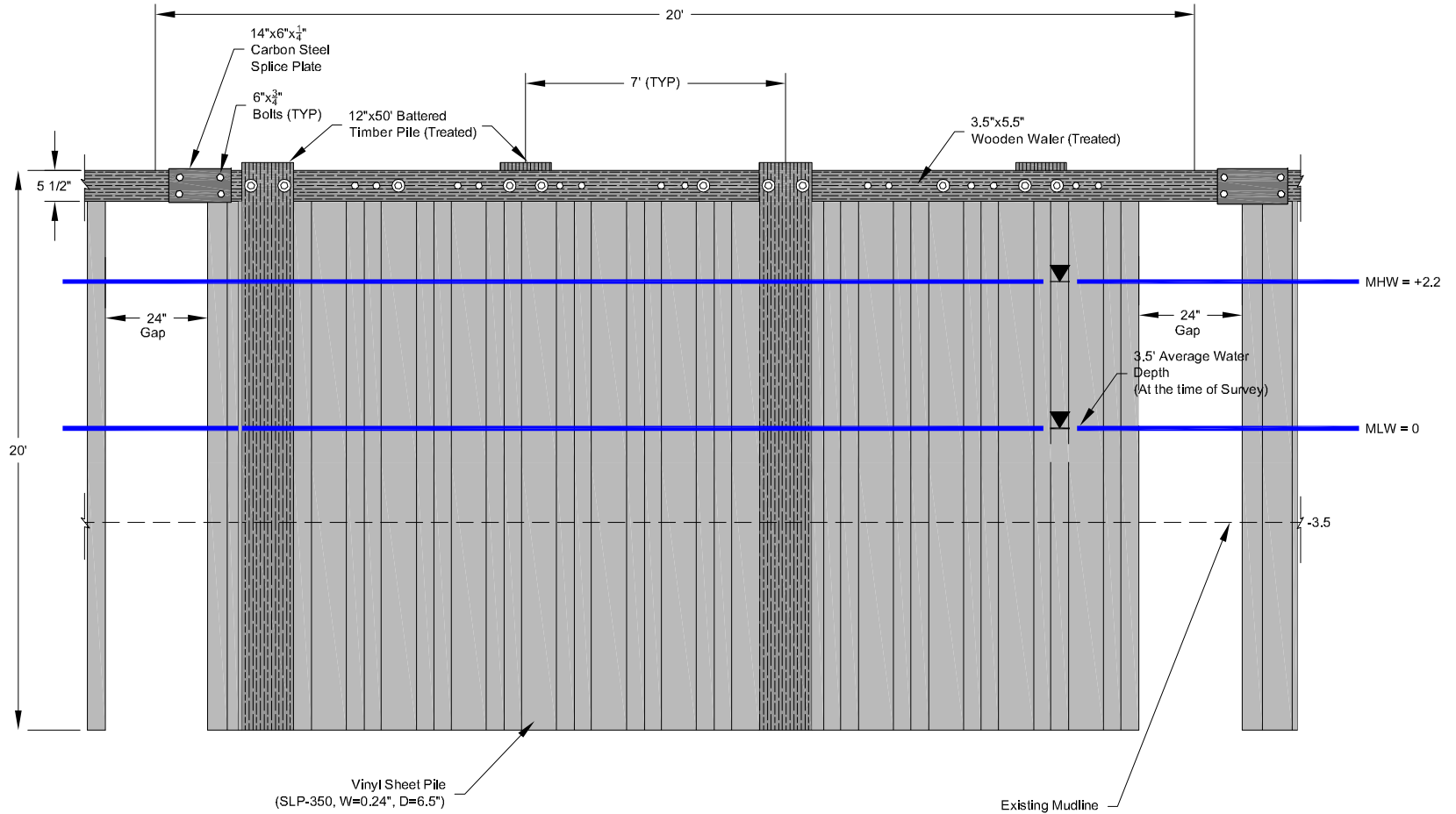
Horizontal Scale: 1" = 400'
Vertical Scale: 1" = 20'



Note

A total of 387, 12"x50' Battered Pile Timbers are proposed. Each pile will displace 1.25 yd³ of native material (total 438.75 yd³).

Profile		
TV-04 Cote Blanche Hydrologic Restoration Project Maintenance - PVC Wall Extension St. Mary Parish, Louisiana		
St. Mary Parish Government		
	Drawn By	LMH 10/15/13
	Checked By	LMM 10/15/13
	Approved By	LAW 10/15/13
Project Number 613-001-001		4 Figure
Drawing Number 613-001-001-A009		




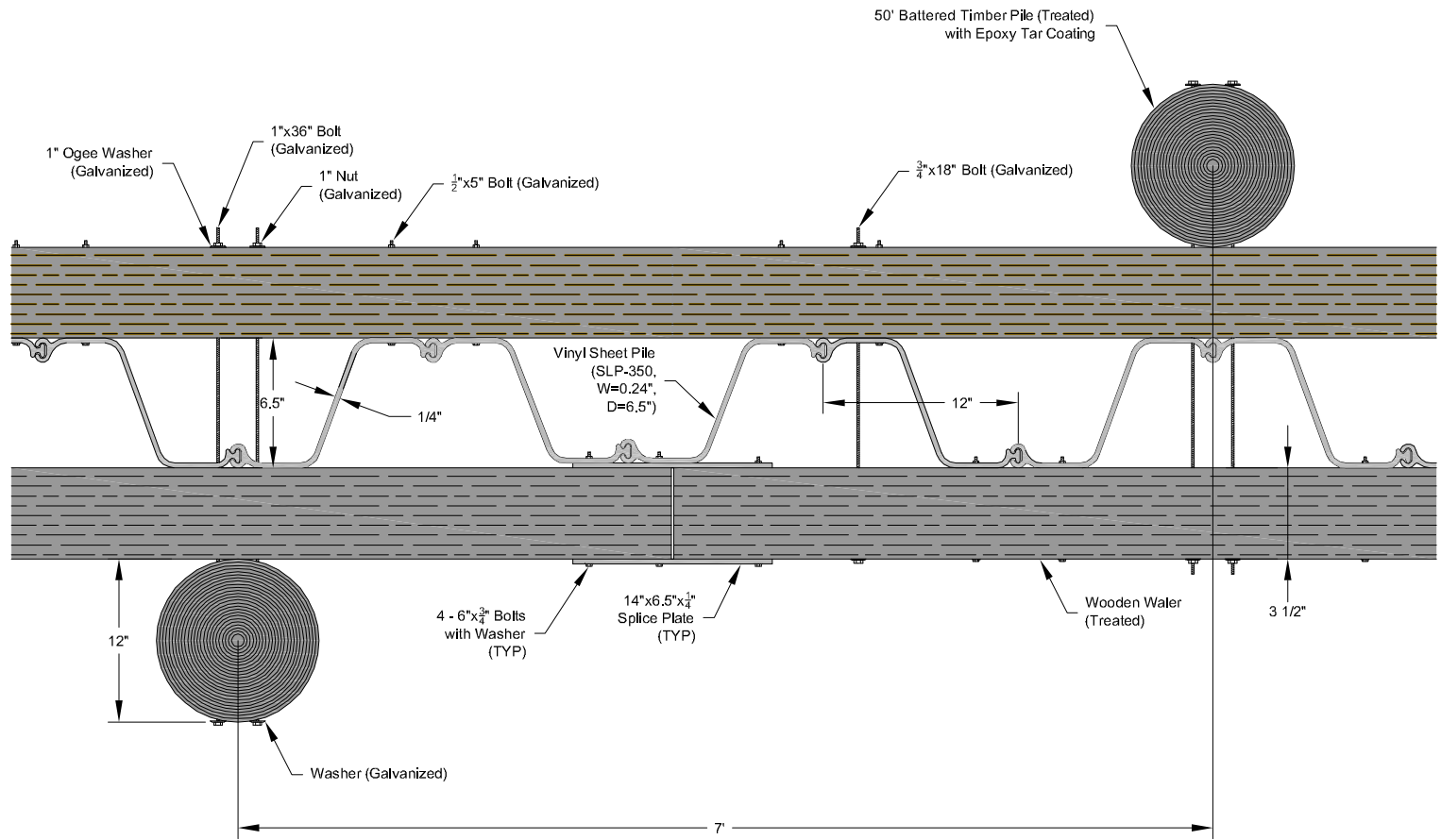
Not to Scale

Typical Front Detail

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government

	Drawn By	LMH	10/15/13
	Checked By	LMM	10/15/13
	Approved By	LAW	10/15/13
Project Number		621-001-001	
Drawing Number		621-001-001-A010	
			5 Figure




Not to Scale

Pile Placement Detail

Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension
 St. Mary Parish, Louisiana

Office of Coastal Protection & Restoration
 Operations Branch

	Drawn By	LMH	10/15/13
	Checked By	LMM	10/15/13
	Approved By	LAW	10/15/13
Project Number		621-001-001	
Drawing Number		621-001-001-A011	
			6 Figure

Providence Engineering and Environmental Group LLC

50' Battered Timber Pile (Treated)
with Epoxy Tar Coating

1" Ogee Washer
(Galvanized)

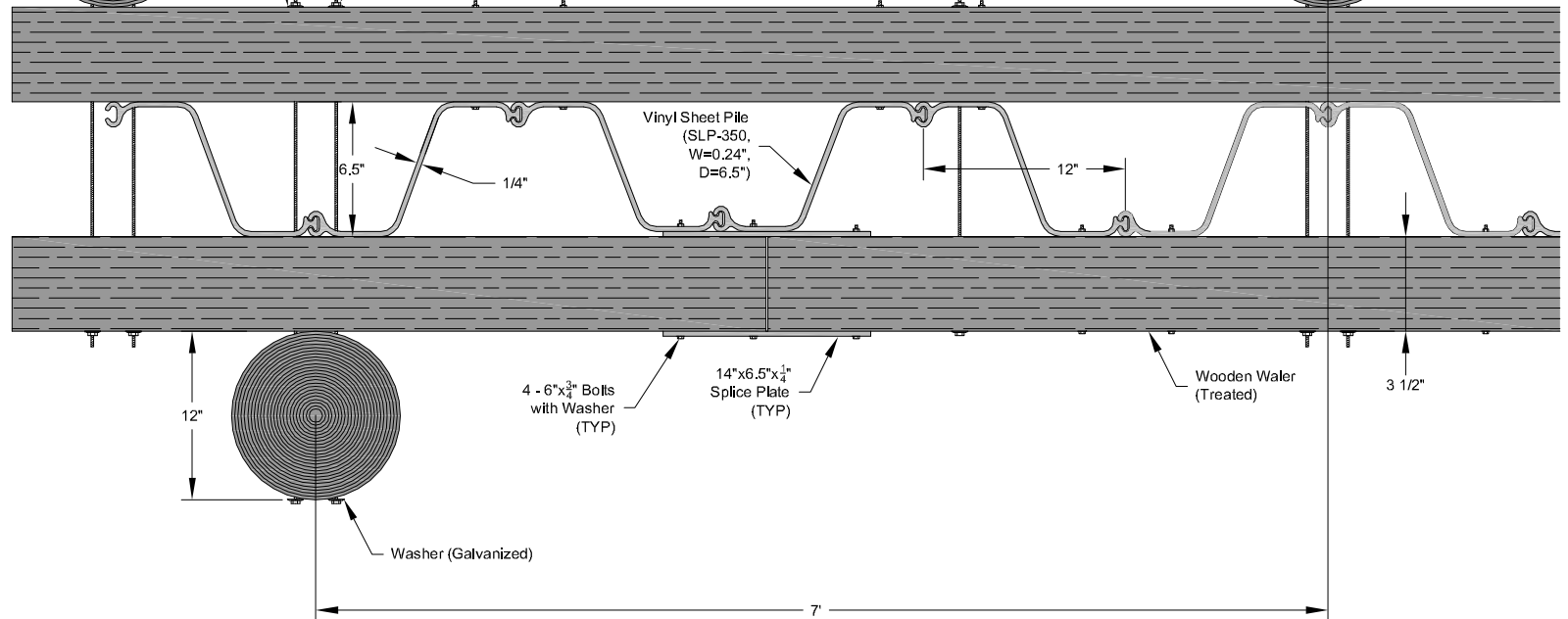
50' Battered Timber Pile (Treated)
with Epoxy Tar Coating

1"x36" Bolt
(Galvanized)

1" Nut
(Galvanized)

1/2"x5" Bolt (Galvanized)

3/4"x18" Bolt (Galvanized)



Not to Scale

End Detail

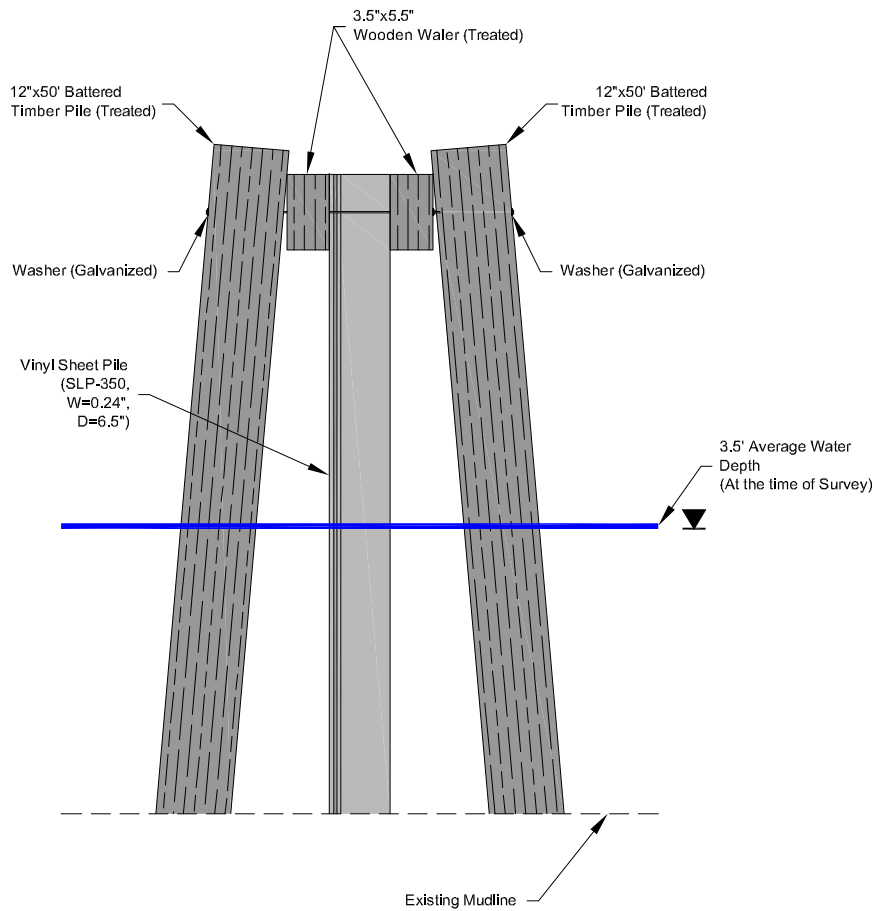
TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government



Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number	621-001-001	7 Figure
Drawing Number	621-001-001-A012	



Not to Scale

End Side Detail

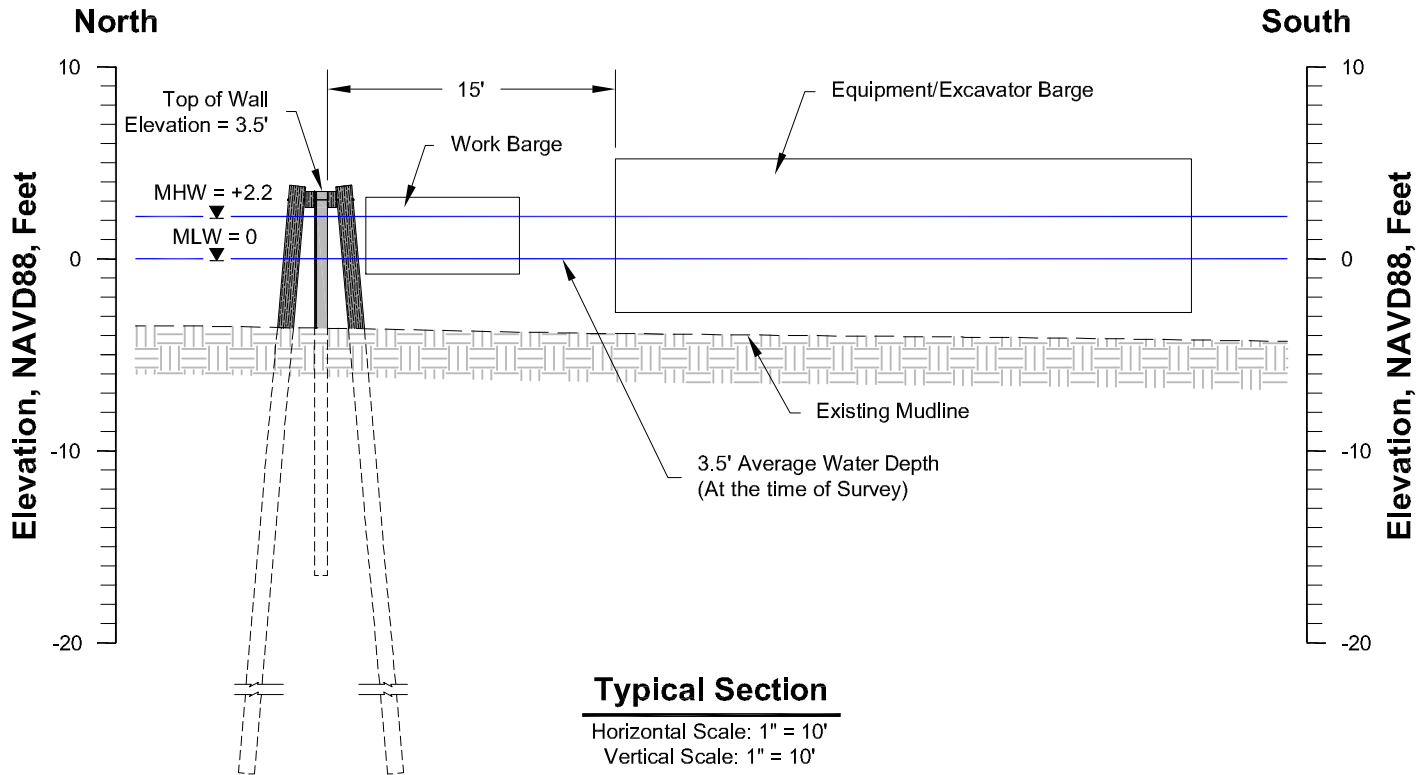
TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government
 Operations Branch



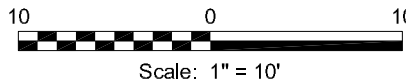
Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number 621-001-001	8 Figure
Drawing Number 621-001-001-A013	



Note

All work will be performed during mean high water to assure a minimum of 0.5' between the barge and the existing mudline.



Typical Cross Section

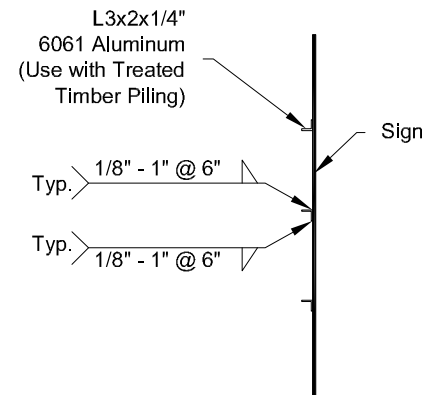
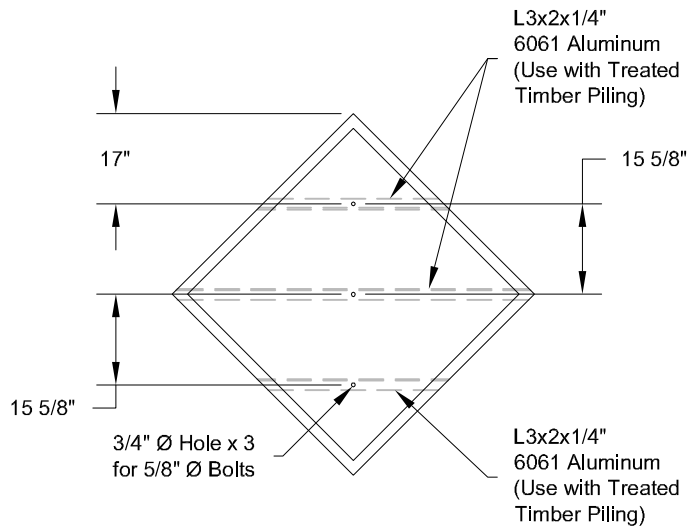
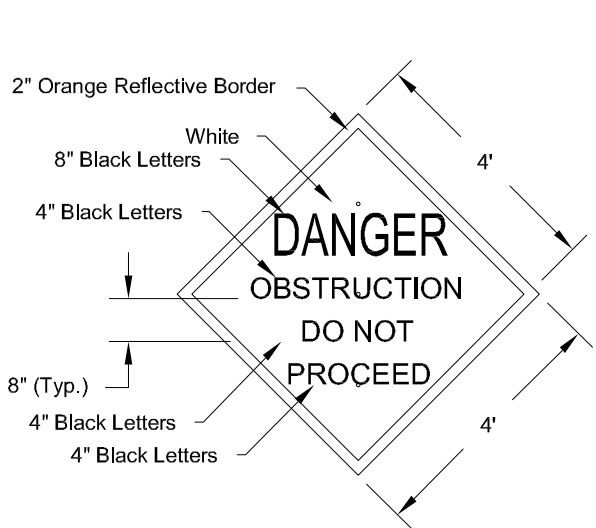
TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government
 Operations Branch



Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number 621-001-001	9 Figure
Drawing Number 621-001-001-A014	



Warning Sign Detail

Not to Scale

Sign Details

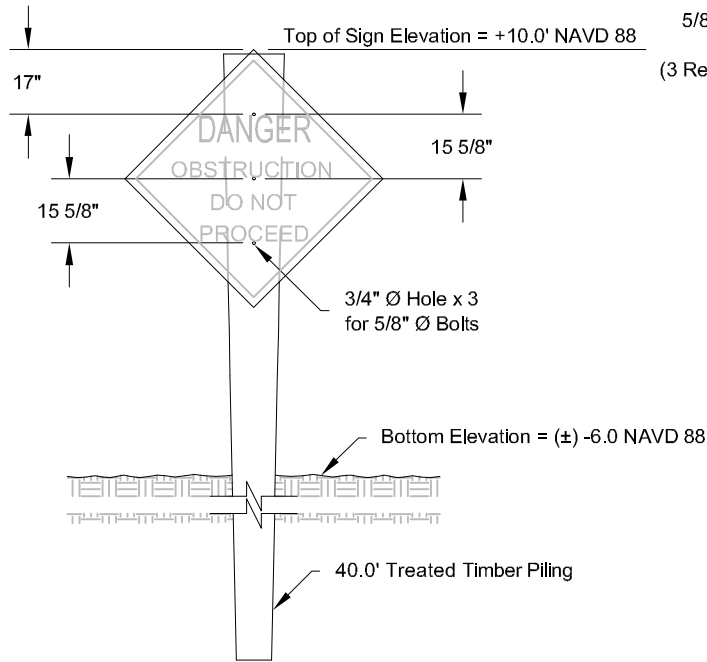
**TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana**

St. Mary Parish Government
Operations Branch



Drawn By	CMM	10/30/13
Checked By	LMH	10/30/13
Approved By	GL	10/30/13

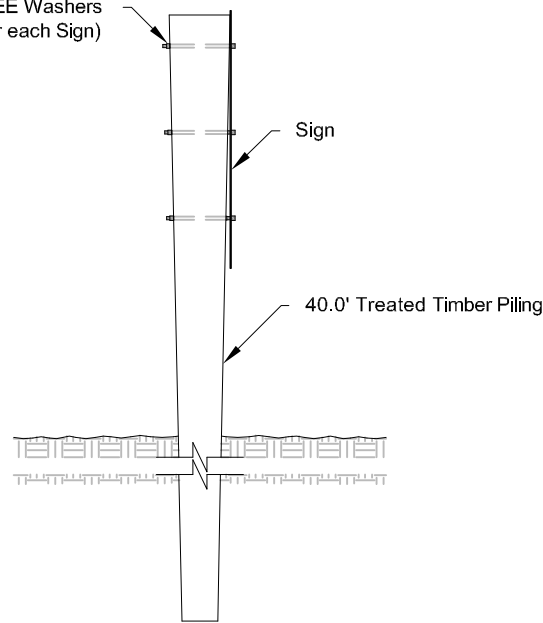
Project Number 621-001-001	10 Figure
Drawing Number 621-001-001-A015	



Warning Sign Elevation

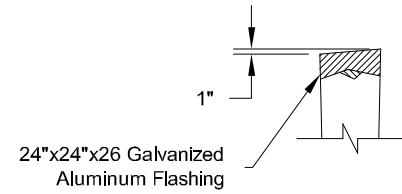
Not to Scale

5/8" Ø ASTM A36 Bolts, with OGEE Washers (3 Required for each Sign)



Warning Sign Side Detail

Not to Scale



Typical Pile Cap

Not to Scale

Notes

1. Signs shall be placed 5.0' off the front toe of the wall.
2. A total of 4, 12"x40' Pile Timbers are proposed for warning signs. Each pile will displace 0.73 yd³ of native material (total 2.92 yd³).

Sign Details

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

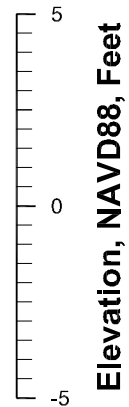
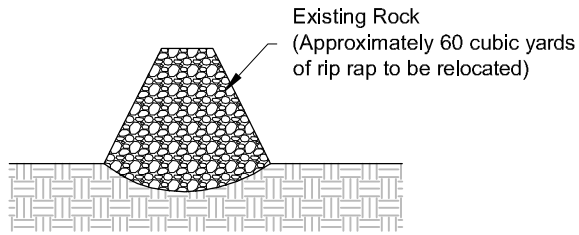
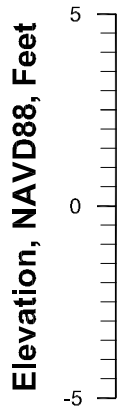
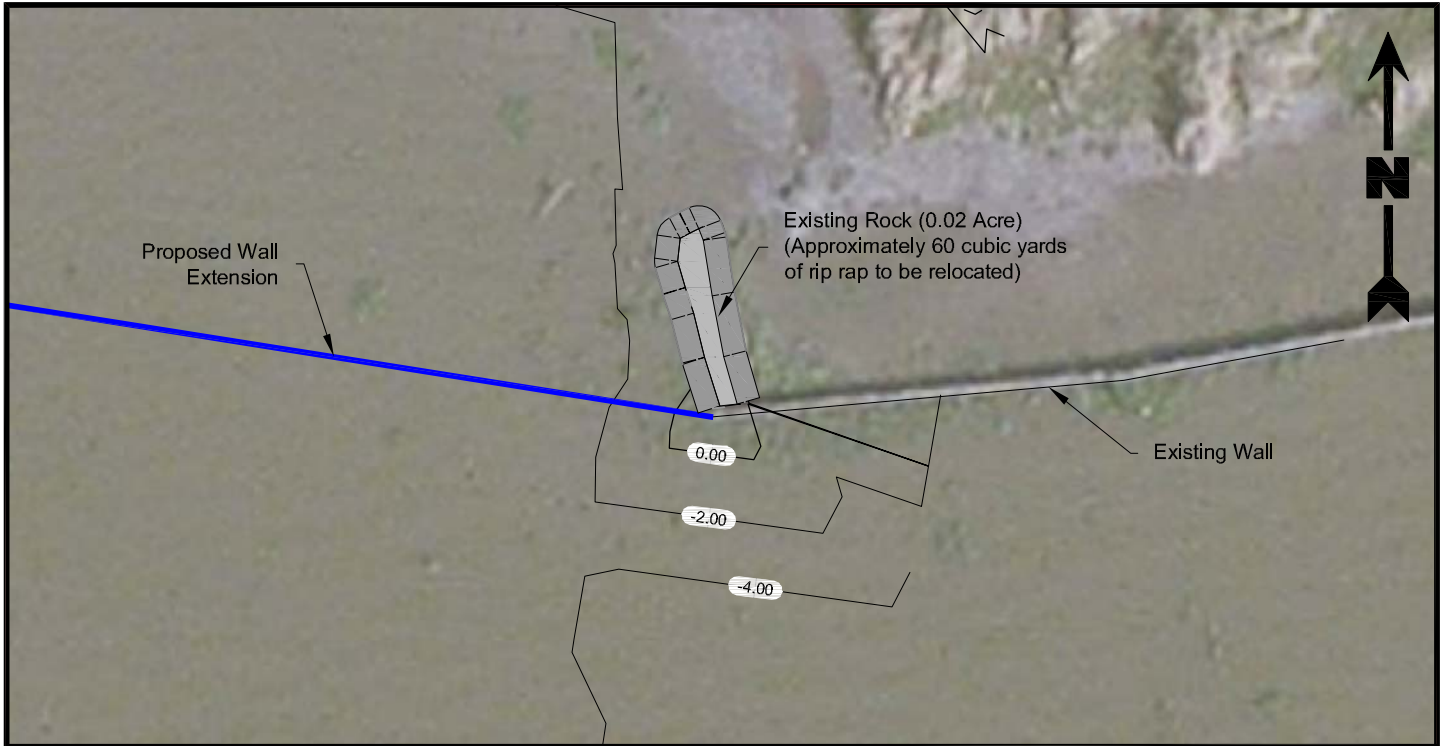
St. Mary Parish Government

Operations Branch



Drawn By	CMM	10/30/13
Checked By	LMH	10/30/13
Approved By	GL	10/30/13

Project Number 621-001-001	11 Figure
Drawing Number 621-001-001-A016	



Typical Section

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 5'



Scale: 1" = 50'

Legend

- Proposed Wall Extension (2,678')
- Existing Surface Contours (Based on May 2013 Survey)

Reference

Base map comprised of Bing Maps aerial imagery from (c) 2013 Microsoft Corporation and its data suppliers.

Existing Rock Location Plan and Section

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

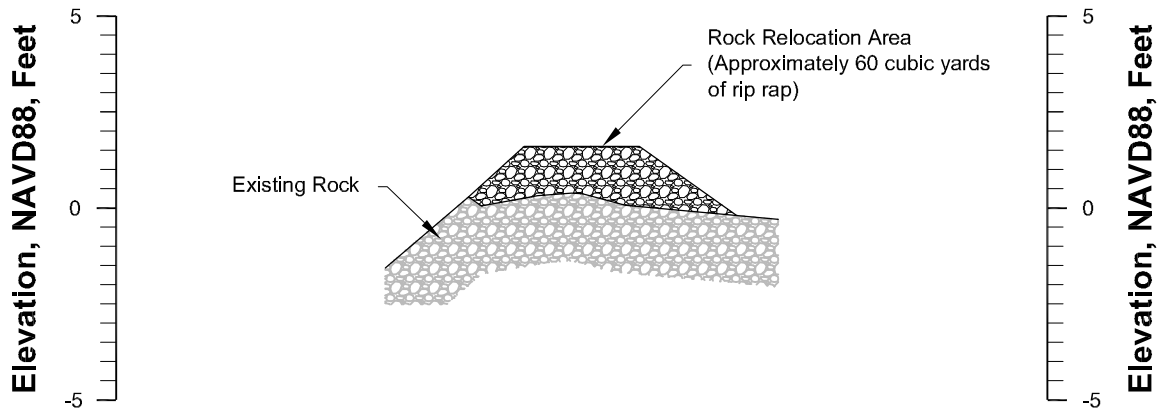
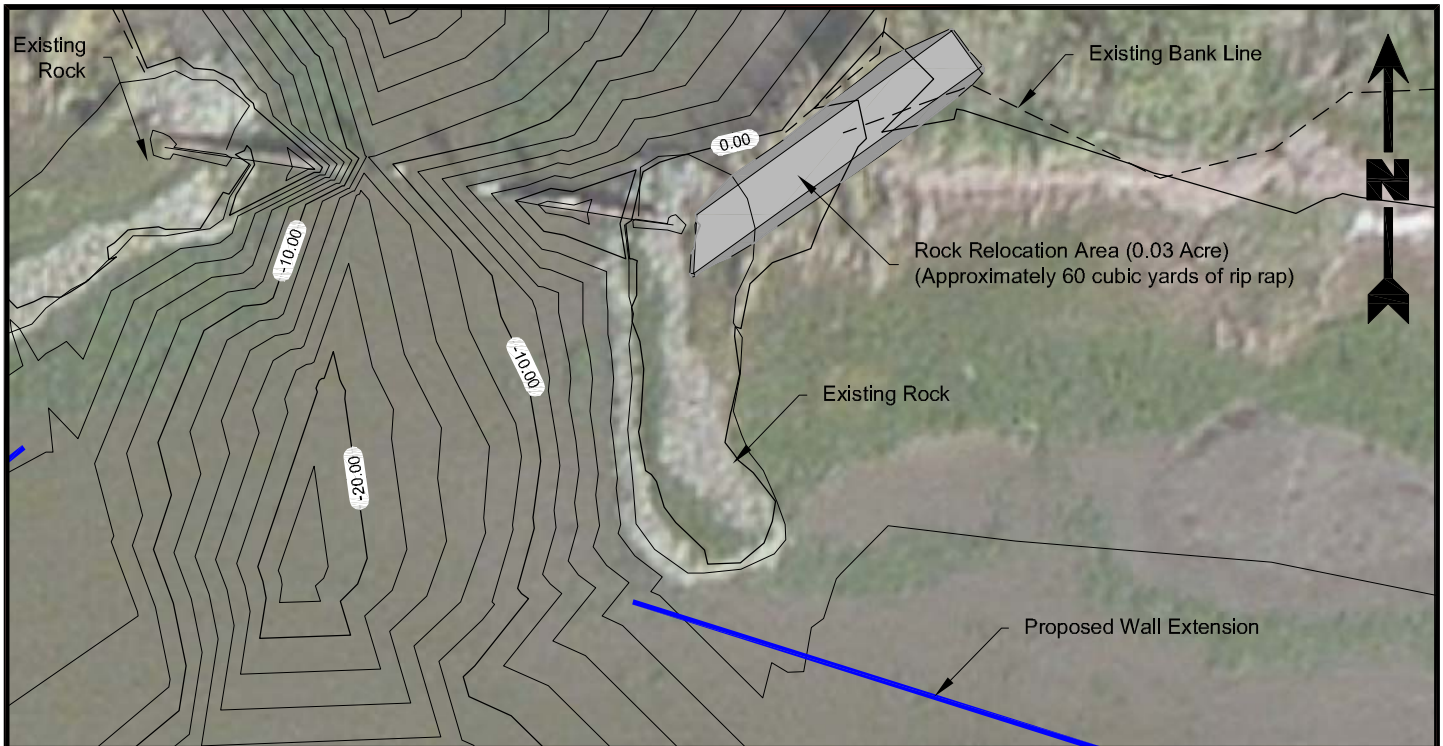
St. Mary Parish Government



PROVIDENCE

Drawn By	LMM	11/26/13
Checked By	LMH	11/26/13
Approved By	LAW	11/26/13

Project Number	621-001-001	12 Figure
Drawing Number	621-001-001-A017	



Typical Section

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 5'



Scale: 1" = 50'

Legend

- Proposed Wall Extension (2,678')
- Existing Surface Contours (Based on May 2013 Survey)

Reference

Base map comprised of Bing Maps aerial imagery from (c) 2013 Microsoft Corporation and its data suppliers.

Rock Relocation Plan and Section

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government



PROVIDENCE

Drawn By	LMM	11/26/13
Checked By	LMH	11/26/13
Approved By	LAW	11/26/13

Project Number	621-001-001	13 Figure
Drawing Number	621-001-001-A018	



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

REPLY TO
ATTENTION OF

APR 16 2014

Operations Division
Western Evaluation Section

SUBJECT: MVN-2013-02946-WPP

St Mary Parish
500 Main Street
Franklin, Louisiana 70538

Dear Gentlemen:

Enclosed is a permit dated this date, subject as above, authorizing work under the Department of the Army permit program.

You are again reminded that any work not in accordance with the approved plans is subject to removal regardless of the expense and the inconvenience that such removal may involve and regardless of the date when the discrepancy is discovered.

Your attention is directed to all the terms and conditions of the approval. In order to have the work approved in accordance with the issued permit, all terms and conditions of the permit and plans shown on the drawings attached thereto must be rigidly adhered to.

It is necessary that you notify the District Engineer, Attention: Western Evaluation Section, in writing, prior to commencement of work and also upon its completion. The notification must include the permittee's name, as shown on the permit, and the permit number. Please note the expiration date on the permit. Should the project not be completed by that date, you may request a permit time extension. Such requests must be received before, but no sooner than six months before, the permit expiration date and must show the work completed and the reason the project was not finished within the time period granted by the permit.

A copy of Page 1 of the permit (ENG Form 1721) must be conspicuously displayed at the project site. Also, you must keep a copy of the signed permit at the project site until the work is completed.

Sincerely,

Darrell S. Barbara
Chief Western Evaluation Section

Enclosure

DEPARTMENT OF THE ARMY PERMIT

Permittee: St Mary Parish

Permit No. MVN-2013-02946-WPP

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: Construction of two vinyl sheet pile walls which will tie into existing shoreline protection structures on their eastern and western terminuses, as detailed in the attached plans Sheets 1-2 dated 10-15-2013, Sheet 3 dated 10-29-2013, Sheets 4-9 dated 10-15-2013, Sheets 10-11 dated 10-30-2013, Sheets 12-13 dated 11-26-2013.

Project Location: Lat 29° 38' 21.73"N, Long -91° 34' 41.03"W, in Section 34 & 35, T16S-R9E; north shore of East Cote Blanche Bay on the east and west sides of the Jackson Bayou outlet, in St Mary Parish, Louisiana.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **March 31, 2019**. 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: See Attached Pg 4.

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

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

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

X Paul P. Maguire J. X 04/09/2014
(PERMITEE) (DATE)

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

Darrell S. Barbara 4/16/2014
(DATE)

Darrell S. Barbara, Chief Western Evaluation Section

for Richard L. Hansen, 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-2013-02946-WPP

7. The permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.

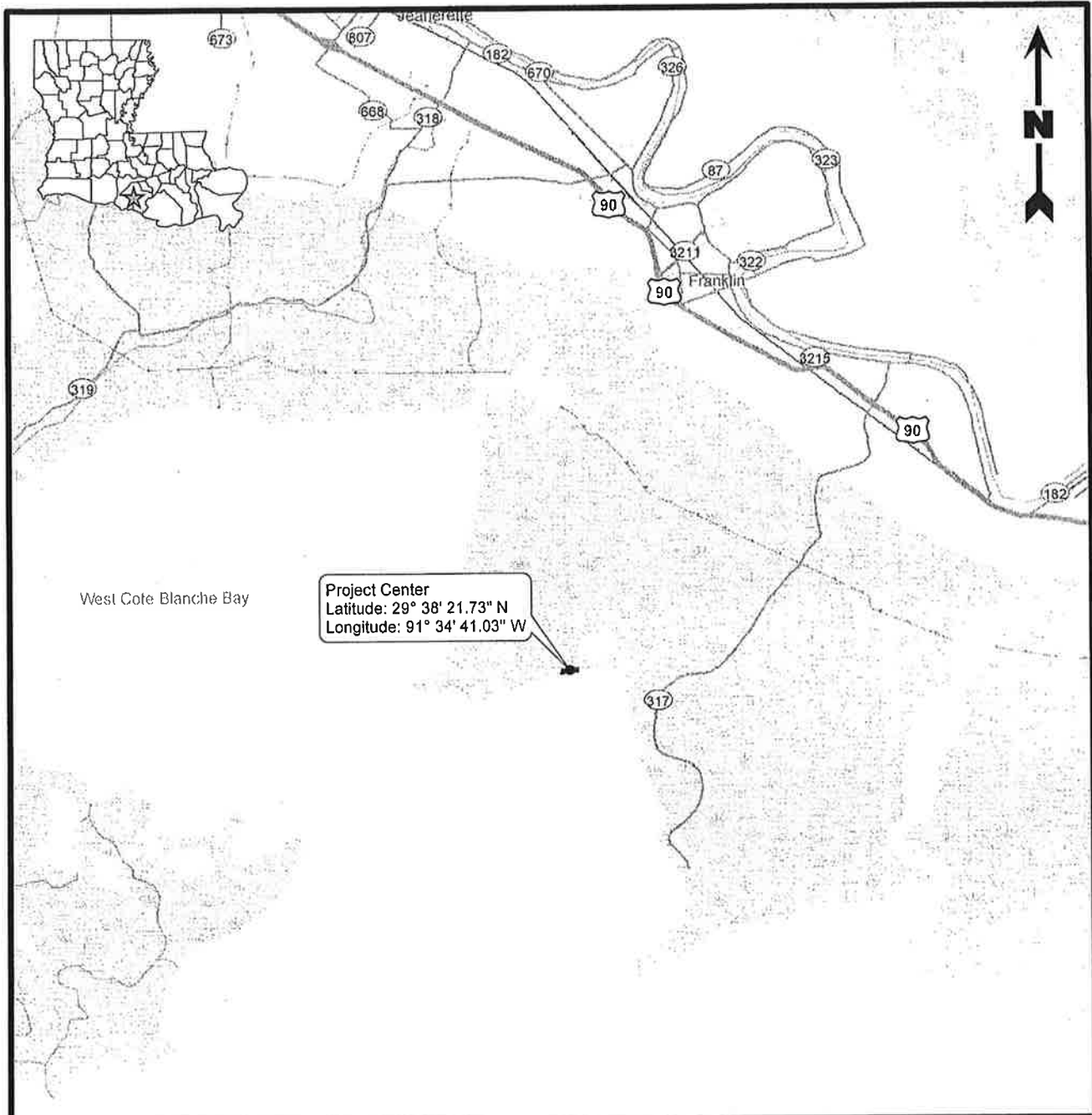
8. The permittee must install and maintain, at the permittee's expense, any safety lights, signs, and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on the permittee's authorized facilities.

9. 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.

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 Eighth Coast Guard District 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 Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, about 1 month before you plan to start work. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2107.



11. That structures will not be placed across any state-owned water bottoms without approval of the Louisiana Division of Administration, State Lands Office. The permittee will be responsible for contacting the State Lands Office to ascertain if the structure will be placed over state-owned water bottoms.

12. 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 permittee will contact the Chitimacha Tribe of Louisiana at P.O. 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.



4 2 0 4 Miles

Legend

-  Proposed Wall Extension
-  Project Center


Reference

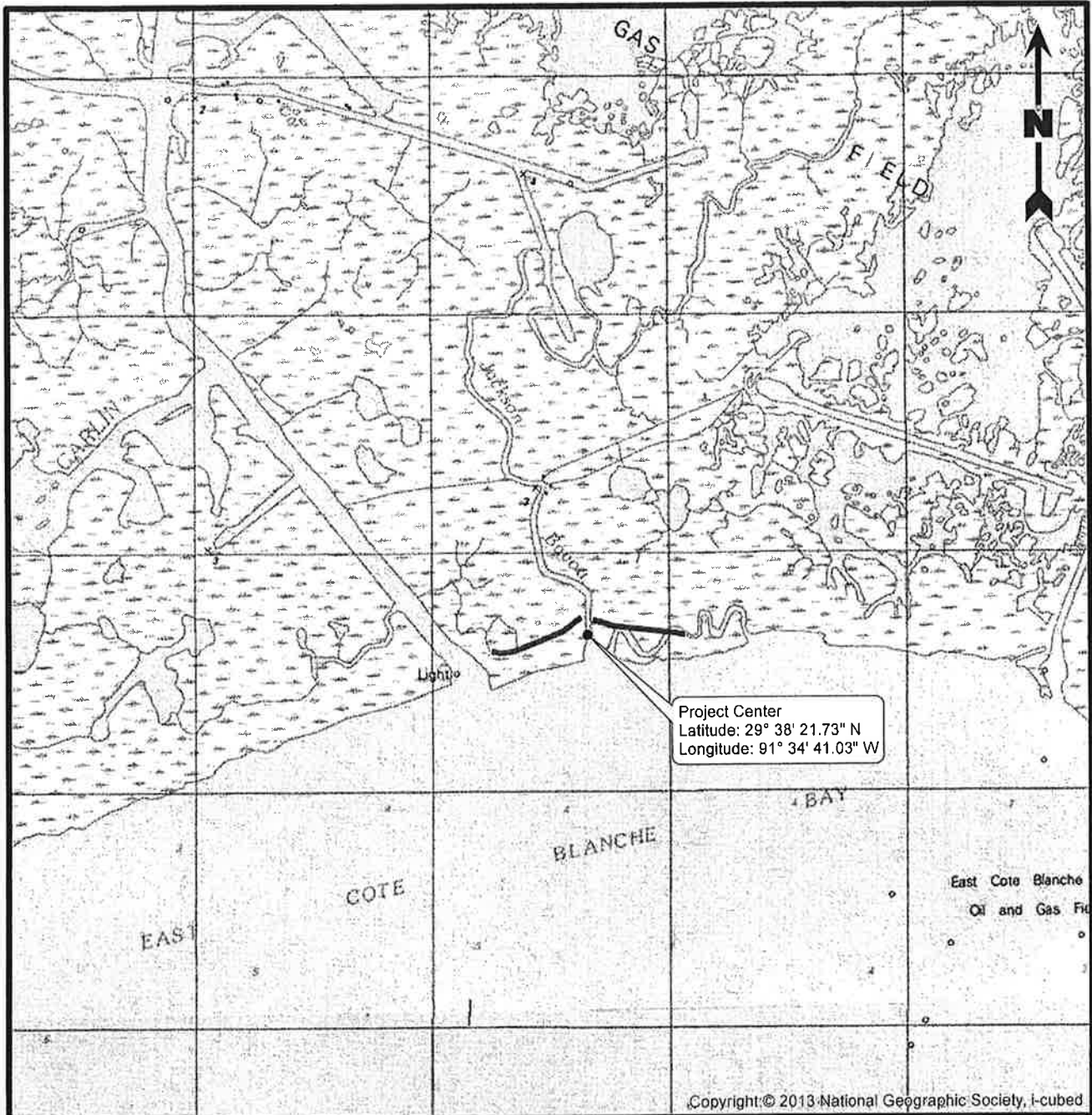
Base map comprised of ESRI StreetMap USA data.

Vicinity Map

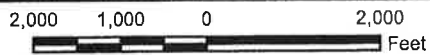
**TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension**
St. Mary Parish, Louisiana

St. Mary Parish Government

	Drawn By	LMH	10/15/13
	Checked By	LMM	10/15/13
	Approved By	LAW	10/15/13
	Project Number	621-001-001	
	Drawing Number	621-001-001-A006	
	1		
	Figure		



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Legend

- Proposed Wall Extension (2,678')
- Project Center

Reference

Base map comprised of U.S.G.S. 7.5 minute topographic maps, "Ellerslie, LA" and "Point Chevreuil, LA".

Site Location Map

TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

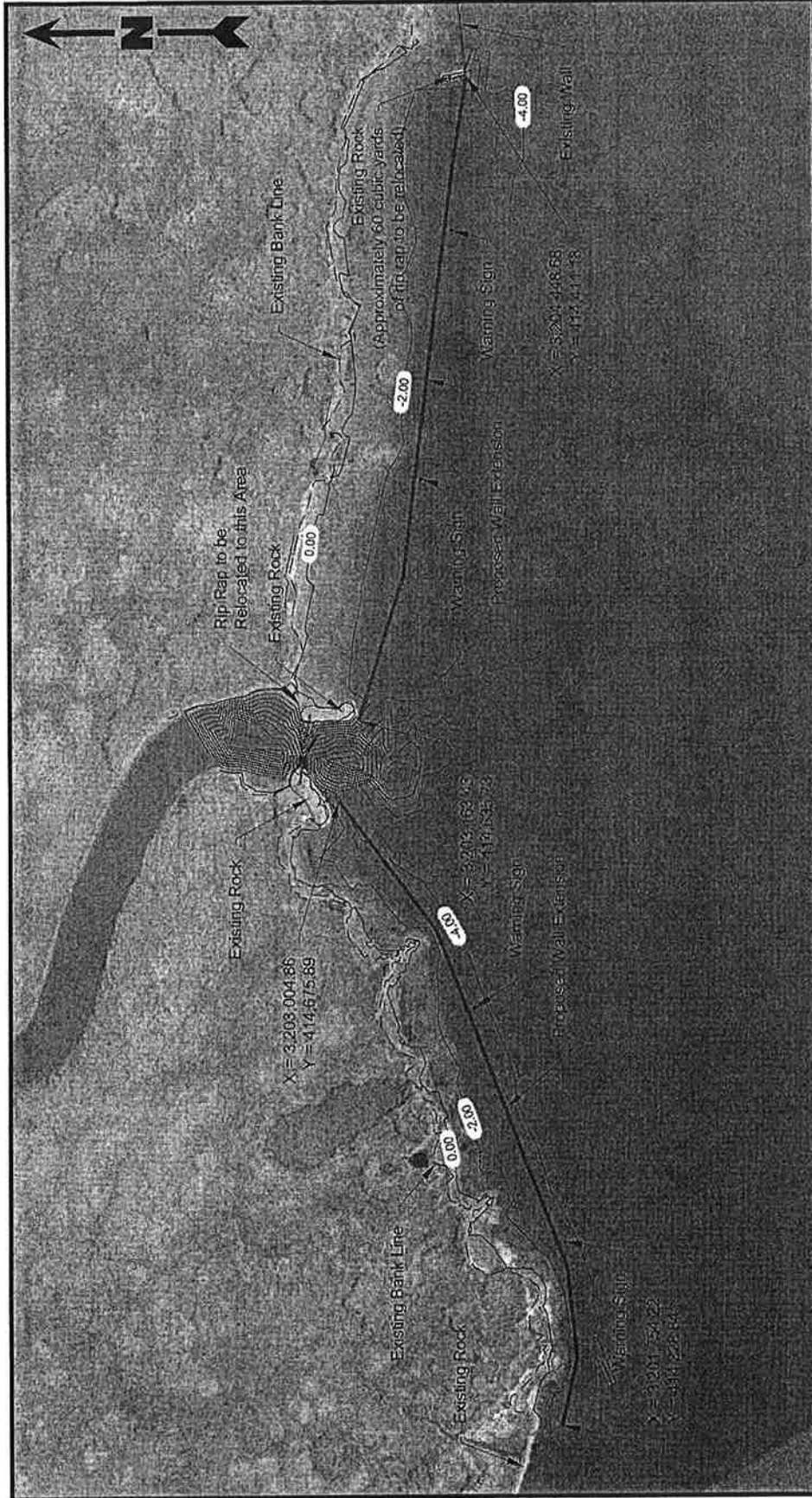
St. Mary Parish Government



Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number	621-001-001
Drawing Number	621-001-001-A007

2
Figure



Legend

- Proposed Wall Extension (2,678')
- Existing Surface Contours (Based on May 2013 Survey)

Reference

Base map comprised of Google Earth aerial dated 10/28/12.



Site Plan

TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

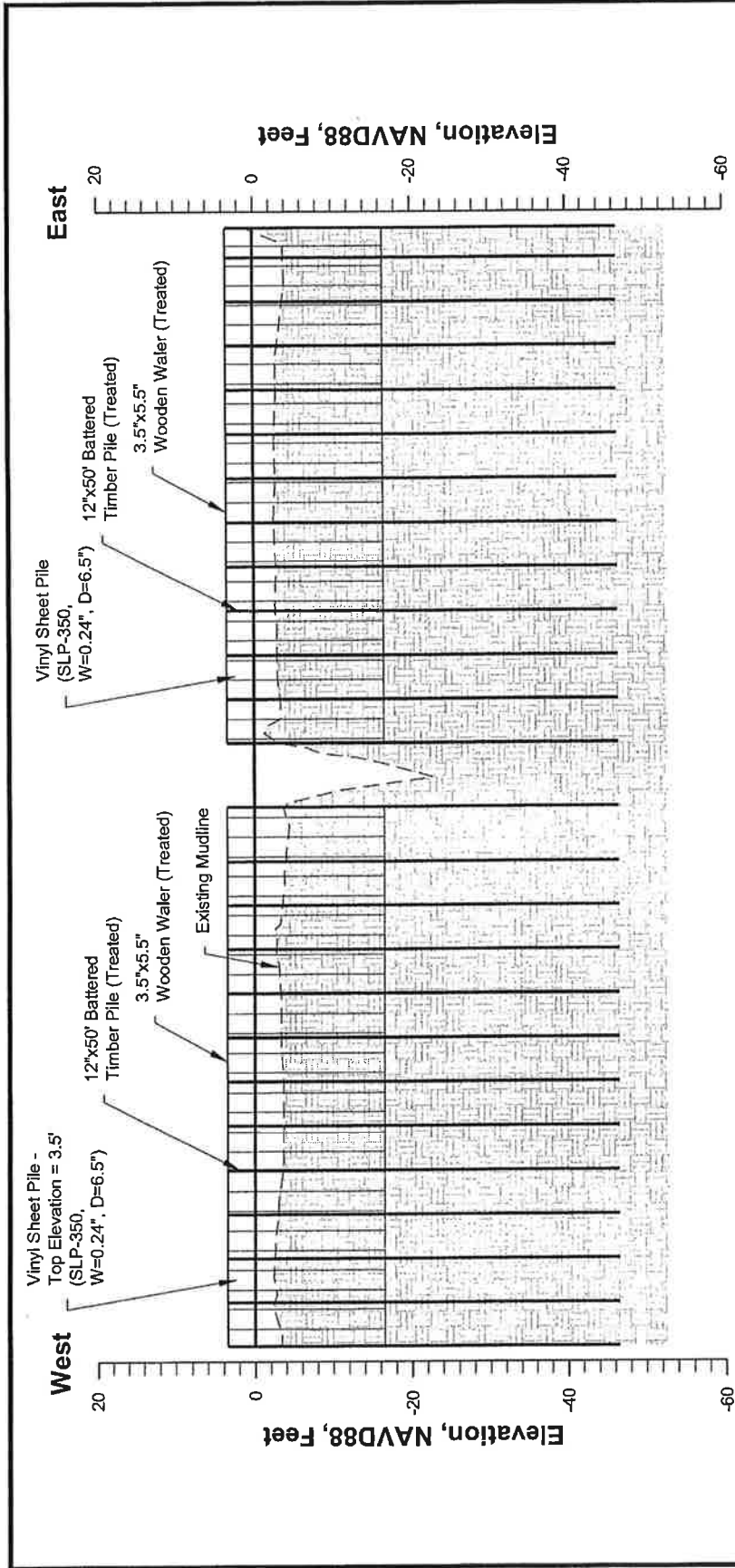
St. Mary Parish Government



PROVIDENCE

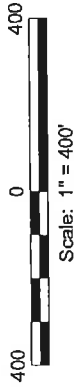
Drawn By	LMM	10/29/13
Checked By	LMM	10/29/13
Approved By	LAW	10/29/13

Project Number	621-001-001
Drawing Number	621-001-001-A008
3	Figure



Profile

Horizontal Scale: 1" = 400'
Vertical Scale: 1" = 20'



Note

A total of 387, 12"x50' Battered Pile Timbers are proposed. Each pile will displace 1.25 yd³ of native material (total 438.75 yd³).

Profile

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government



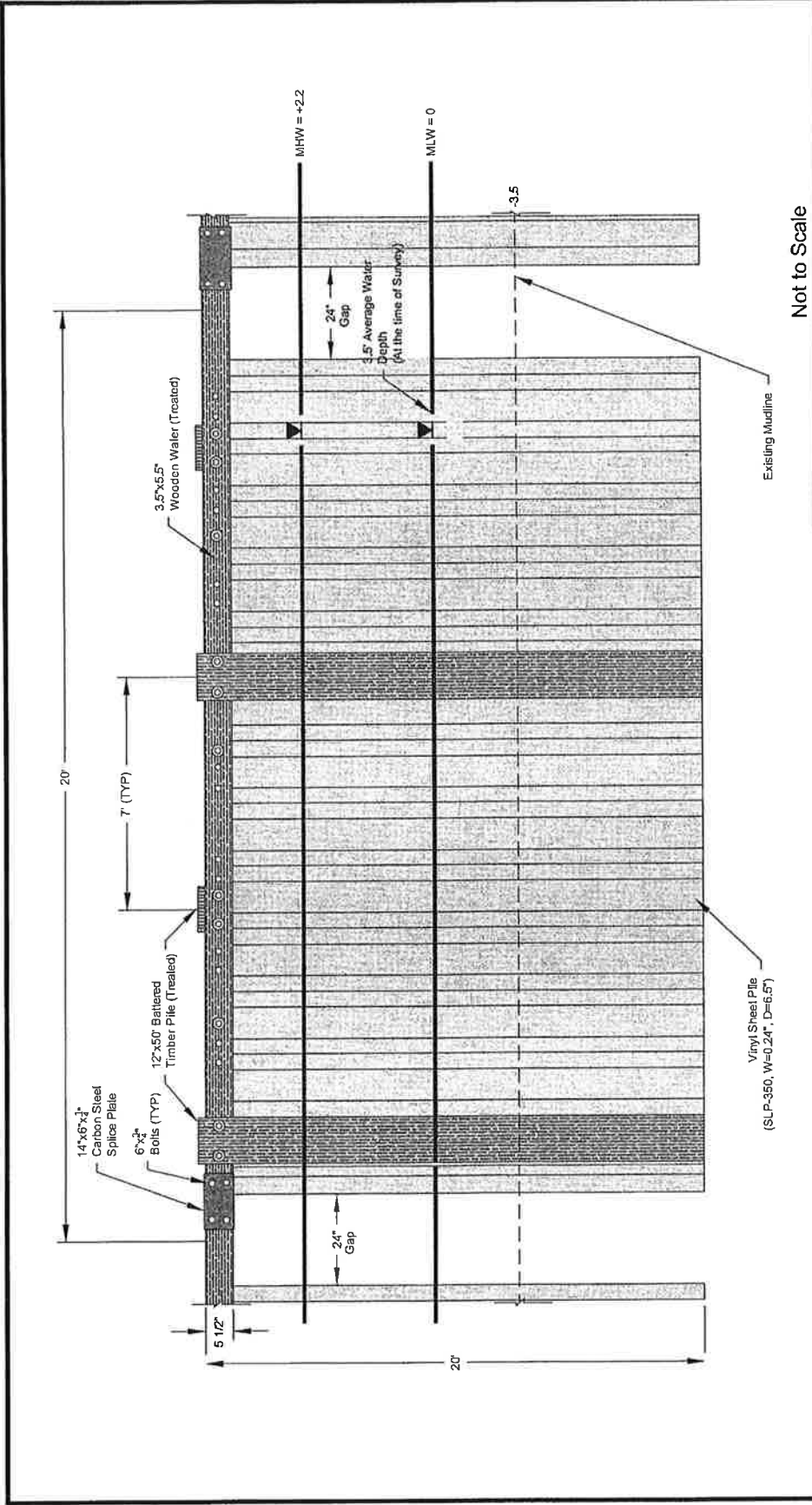
PROVIDENCE

Drawn By	LMM	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number	613-001-001
Drawing Number	613-001-001-A009

4

Figure




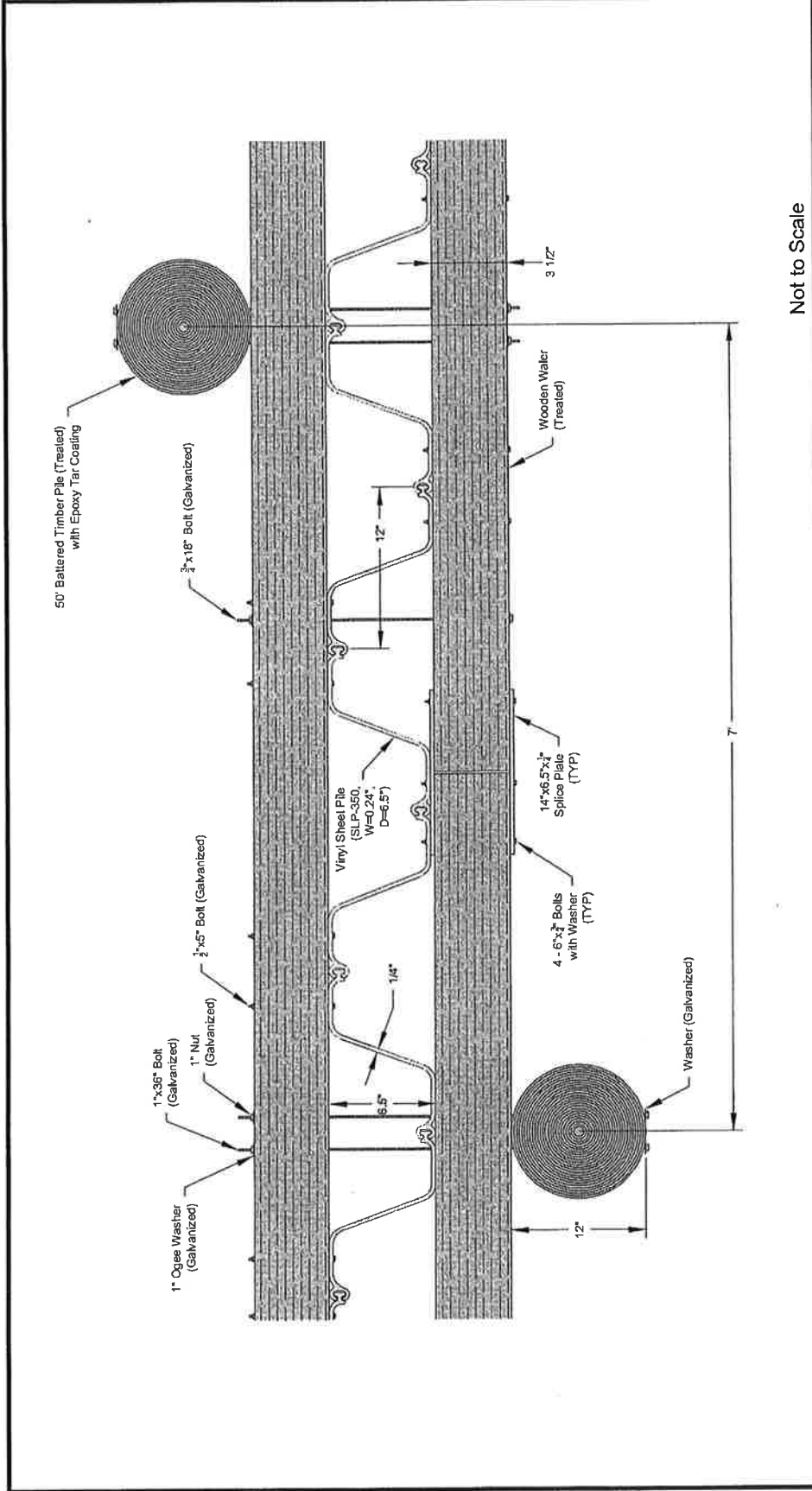
Not to Scale

Typical Front Detail

TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government

 PROVIDENCE	Drawn By	LMM	10/15/13
	Checked By	LMM	10/15/13
	Approved By	LAW	10/15/13
Project Number		621-001-001	
Drawing Number		621-001-001-A010	
			5
			Figure



Not to Scale

Pile Placement Detail

Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension
 St. Mary Parish, Louisiana

Office of Coastal Protection & Restoration

Operations Branch

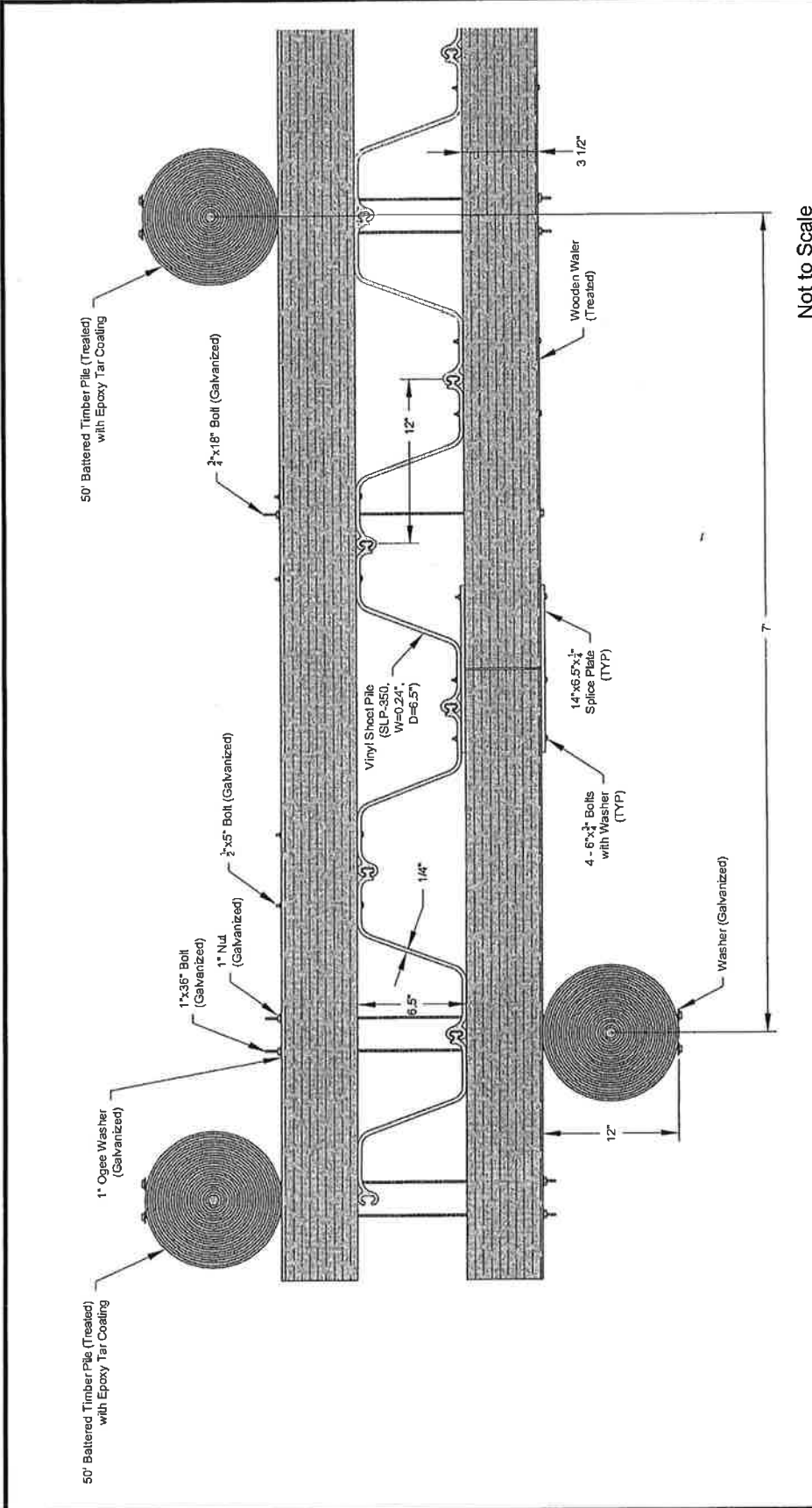
Drawn By	LMH	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13

Project Number	621-001-001
Drawing Number	621-001-001-A011



6


Figure

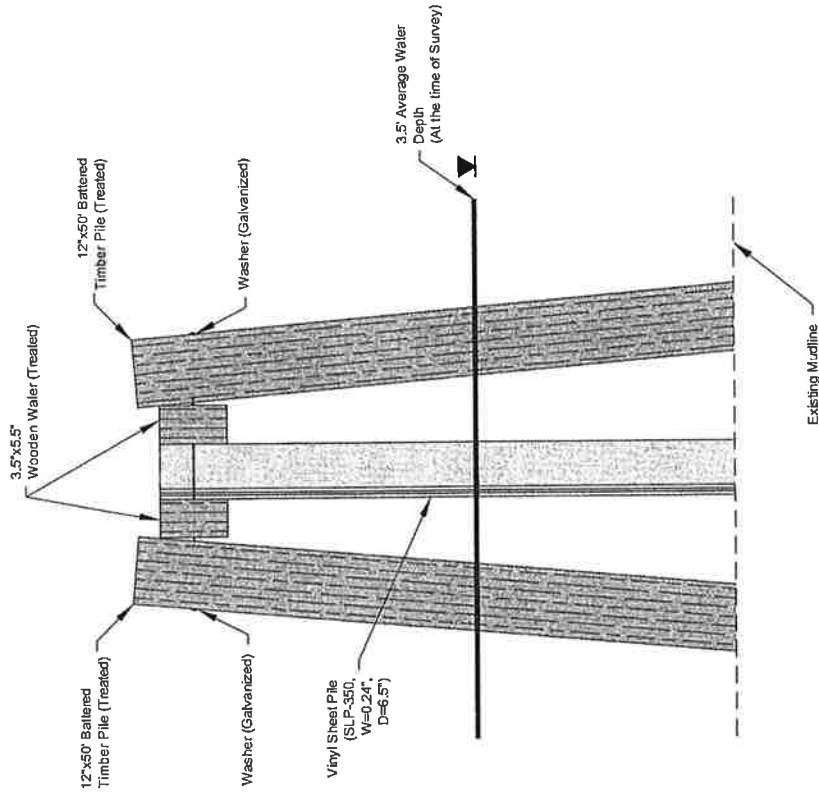


Not to Scale

End Detail
 TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government

 PROVIDENCE	Drawn By	LMM	10/15/13
	Checked By	LMM	10/15/13
	Approved By	LAW	10/15/13
Project Number		621-001-001	
Drawing Number		621-001-001-A012	
			7 Figure



Not to Scale

End Side Detail

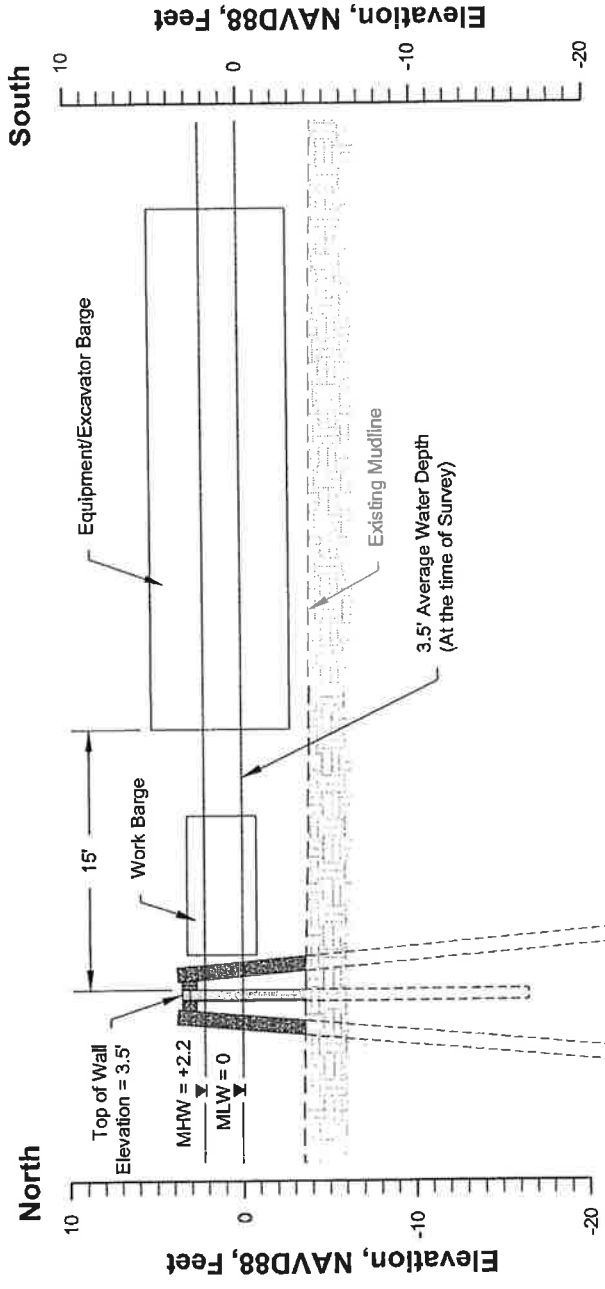
TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government
 Operations Branch

Drawn By	LMH	10/15/13
Checked By	LMH	10/15/13
Approved By	LAW	10/15/13
Project Number		8
621-001-001		
Drawing Number		Figure
621-001-001-A.013		



PROVIDENCE



Typical Section

Horizontal Scale: 1" = 10'
Vertical Scale: 1" = 10'



Note
All work will be performed during mean high water to assure a minimum of 0.5' between the barge and the existing mudline.

Typical Cross Section

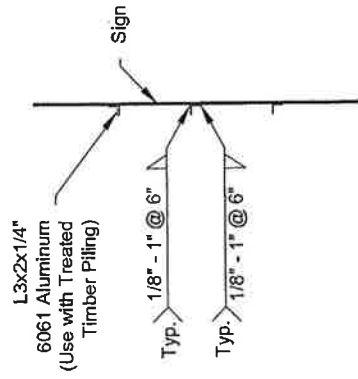
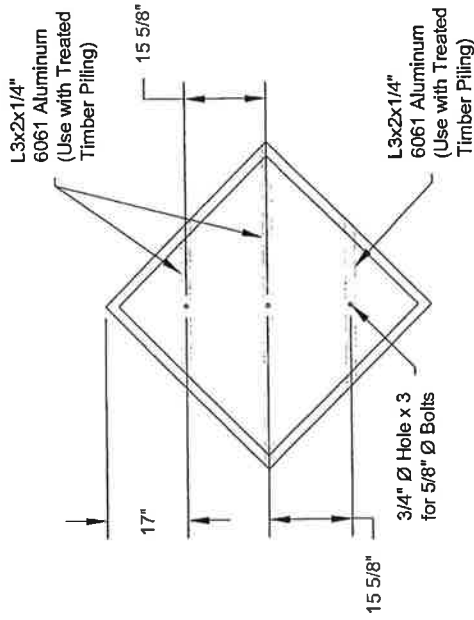
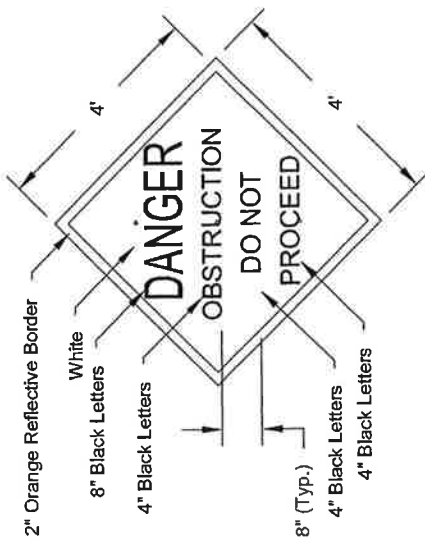
TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government
Operations Branch

Drawn By	LMM	10/15/13
Checked By	LMM	10/15/13
Approved By	LAW	10/15/13
Project Number	621-001-001	
Drawing Number	621-001-001-A014	
Figure	9	



PROVIDENCE




Warning Sign Detail

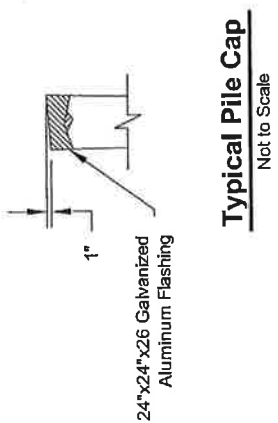
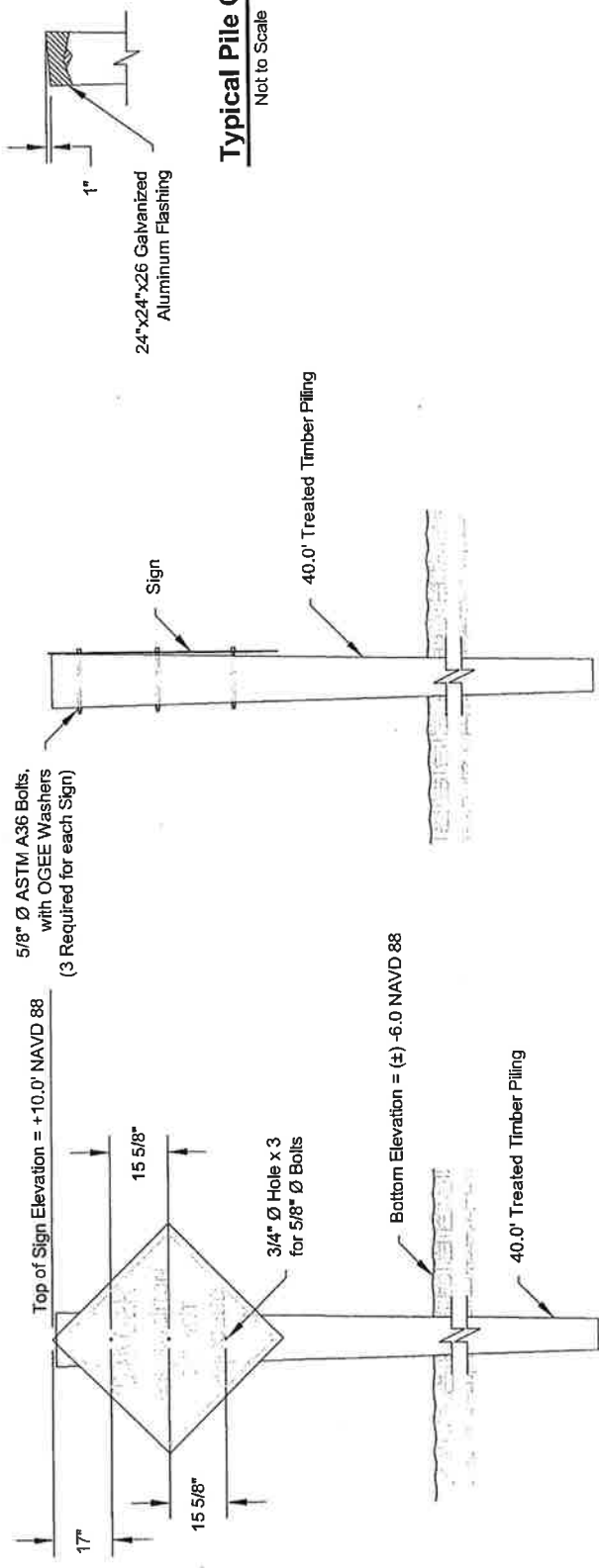
Not to Scale

Sign Details

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government
Operations Branch

 <p>PROVIDENCE</p>	Drawn By	CMM	10/30/13
	Checked By	LMH	10/30/13
	Approved By	GL	10/30/13
Project Number		621-001-001	10
Drawing Number		621-001-001-A015	
			Figure



Warning Sign Elevation
Not to Scale

Warning Sign Side Detail
Not to Scale

Notes

1. Signs shall be placed 5.0' off the front toe of the wall.
2. A total of 4, 12"x40' Pile Timbers are proposed for warning signs. Each pile will displace 0.73 yd³ of native material (total 2.92 yd³).

Sign Details

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

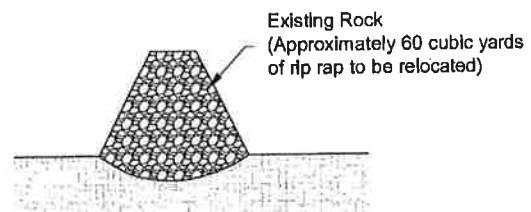
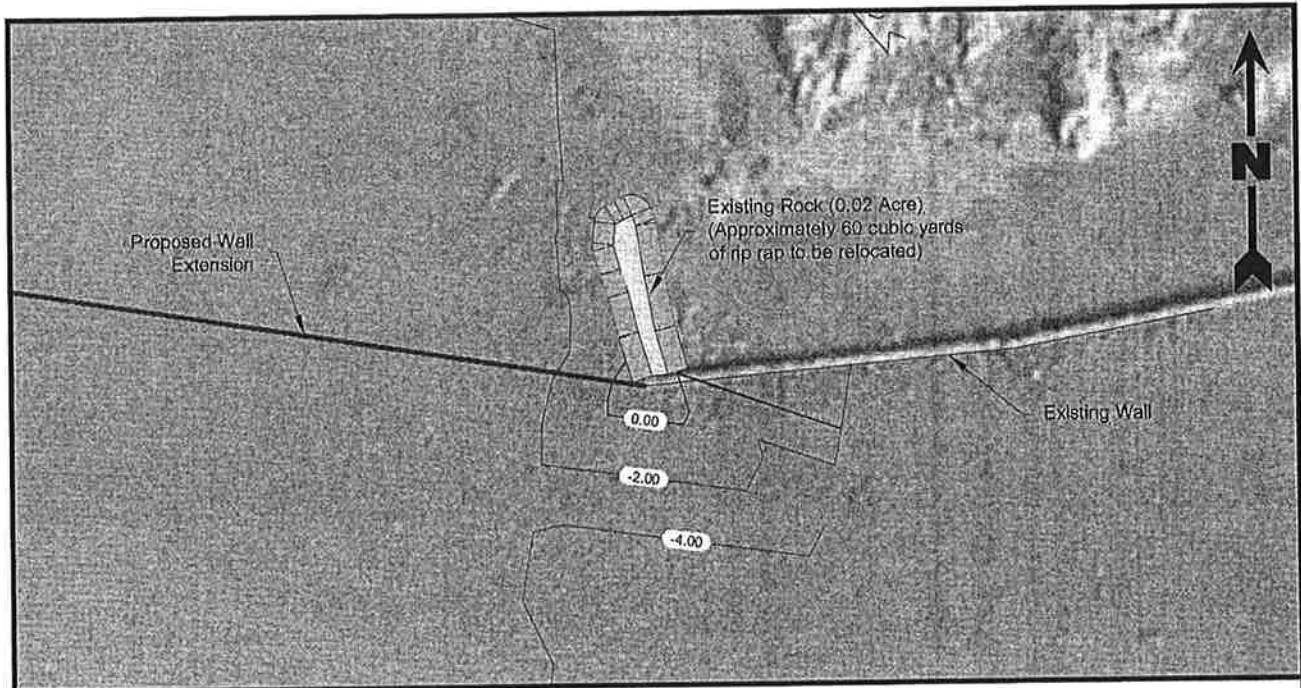
St. Mary Parish Government
Operations Branch



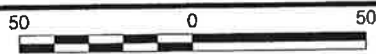
PROVIDENCE

Drawn By	CMM	10/30/13
Checked By	LMH	10/30/13
Approved By	GL	10/30/13

Project Number	621-001-001
Drawing Number	621-001-001-A016
11	Figure



Typical Section
 Horizontal Scale: 1" = 20'
 Vertical Scale: 1" = 5'



Scale: 1" = 50'

Legend

- Proposed Wall Extension (2,678')
- Existing Surface Contours (Based on May 2013 Survey)

Reference

Base map comprised of Bng Maps aerial imagery from (c) 2013 Microsoft Corporation and its data suppliers.

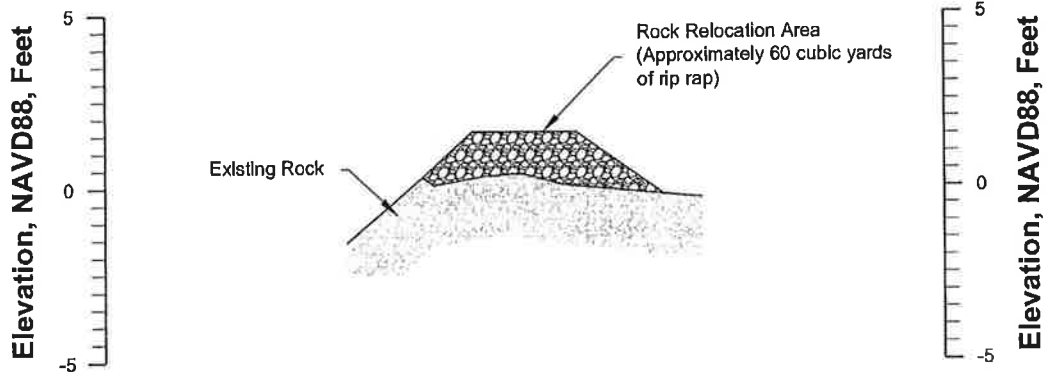
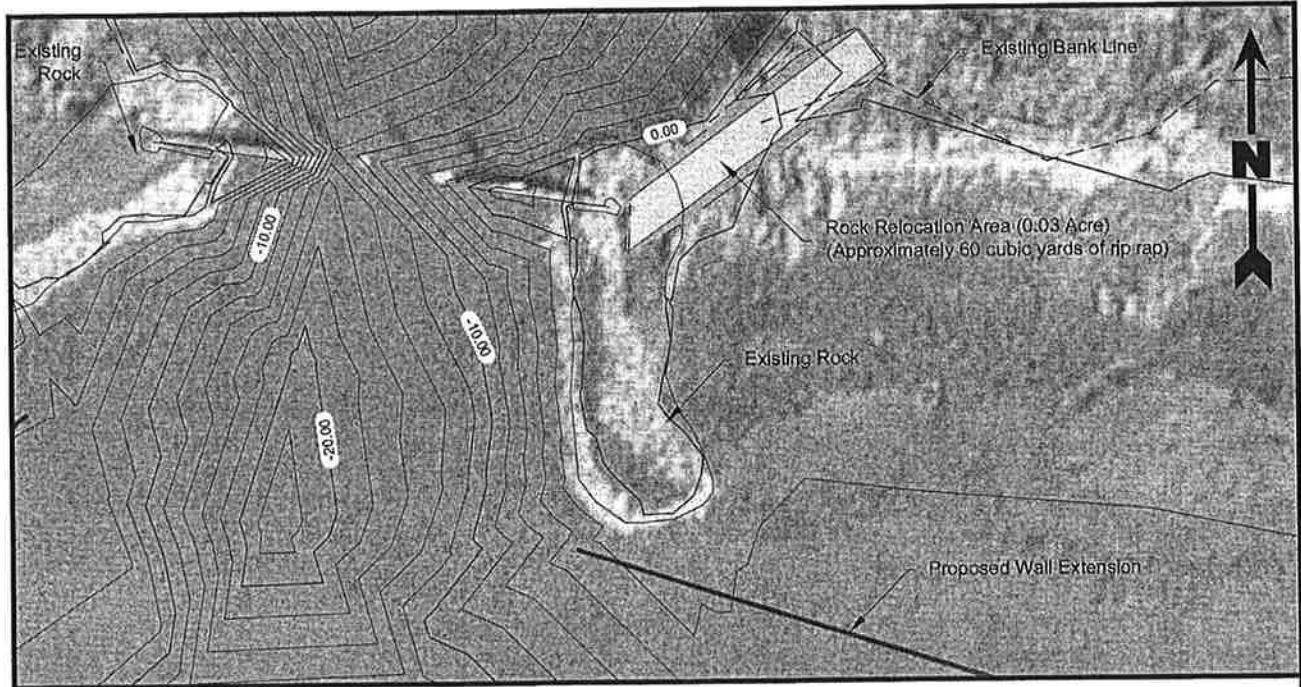
Existing Rock Location Plan and Section

TV-04 Cote Blanche Hydrologic Restoration
 Project Maintenance - PVC Wall Extension
 St. Mary Parish, Louisiana

St. Mary Parish Government

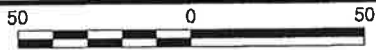


Drawn By	LMM	11/26/13
Checked By	LMH	11/26/13
Approved By	LAW	11/26/13
Project Number		12 Figure
621-001-001		
Drawing Number		
621-001-001-A017		



Typical Section

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 5'



Legend

- Proposed Wall Extension (2,678')
- Existing Surface Contours (Based on May 2013 Survey)

Reference

Base map comprised of Bing Maps aerial Imagery from (c) 2013 Microsoft Corporation and its data suppliers.

**Rock Relocation
Plan and Section**

TV-04 Cote Blanche Hydrologic Restoration
Project Maintenance - PVC Wall Extension
St. Mary Parish, Louisiana

St. Mary Parish Government



Drawn By	LMM	11/26/13
Checked By	LMH	11/26/13
Approved By	LAW	11/26/13

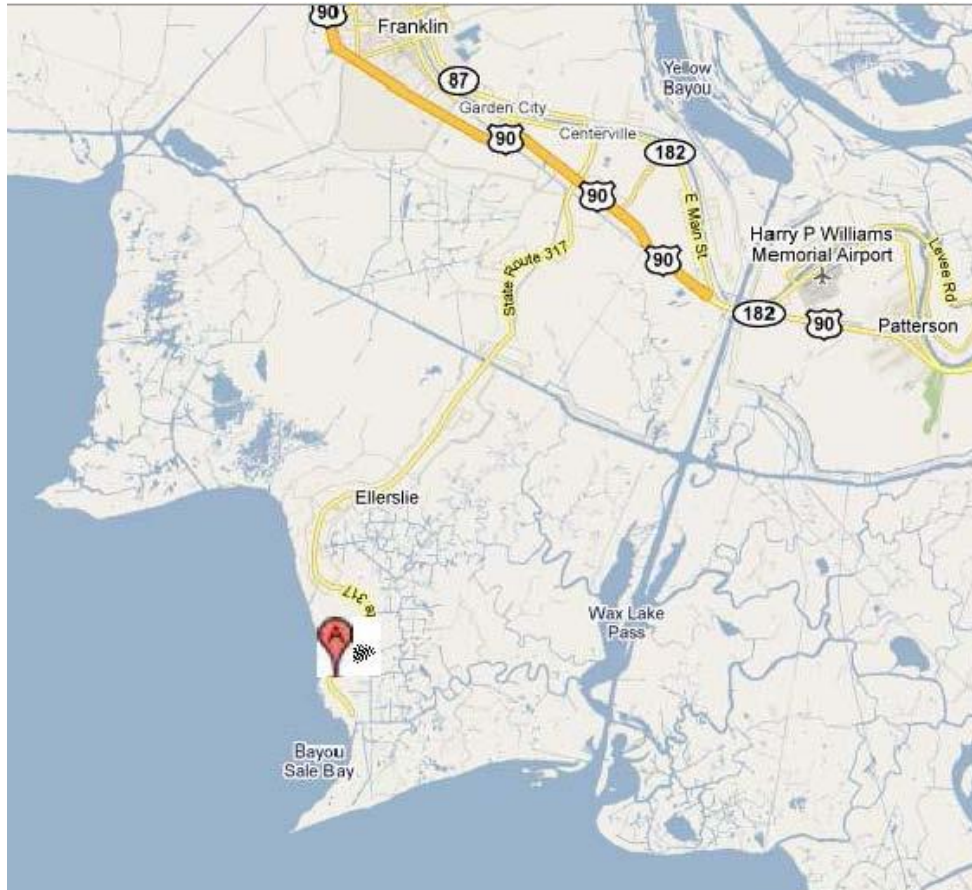
Project Number	621-001-001
Drawing Number	621-001-001-A018

13
Figure

APPENDIX D: DIRECTIONS TO BOAT LAUNCH

Directions to Launch at Burn's Point Boat Launch

From US HWY 90 Take LA Highway 317 South approximately 16 miles. The entrance to Burn's Point Boat Launch will be on the right hand (west) side of the LA Highway 317.



APPENDIX E: SURVEY CONTROL



VICINITY MAP Scale: 1" = 2000'

Reproduced from USC&GS "ELLERSLIE" Quadrangle

Station Name: TV04-SM-01

Monument Location: The station is located on the eastern end of a steel water control structure in Bayou Carlin Oil & Gas Field, on the east spoil bank of Humble Canal, about 2000 feet northwesterly of the entrance of the canal from East Cote Blanche Bay, in St. Mary Parish, Louisiana, approximately 4 miles northwest of Luke Landing at Burns.

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

Stamping: "HUMBLE"

Date: October 2000 **Re-Adjusted:** August 2001

Monument Established By: John Chance Land Surveys, Inc.

For: LA Dept of Natural Resources, CRD

Adjusted NAD 83 Geodetic Position

Lat. 29° 38' 26.70290"N
 Long. 91° 35' 06.06046"W

Adjusted NAD 83 Datum LSZ (1702) Ft

N= 414,937.84
 E= 3,200,880.61

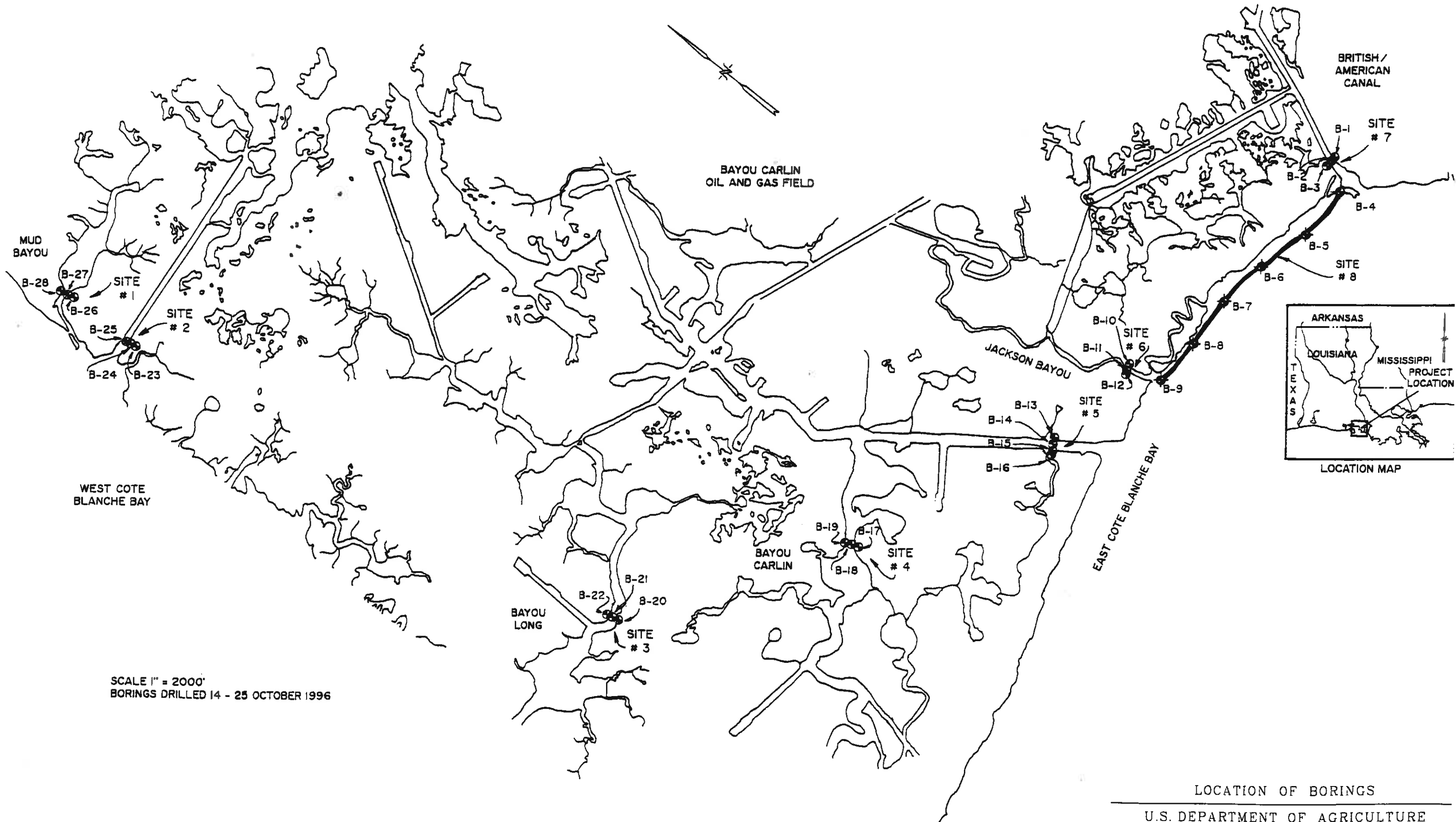
Adjusted NAVD88 Elevation

3.57 feet (1.089 mtrs)

Ellipsoid Hgt: -24.536 mtrs
 Geoid99 Hgt: -25.625 mtrs













APPENDIX F: SOIL BORING LOGS



LOCATION OF BORINGS
 U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



LEGEND AND NOTES FOR LOG OF BORING AND TEST RESULTS

PP	Pocket penetrometer resistance in tons per square foot				
TV	Torvane shear strength in tons per square foot				
SPT	Standard Penetration Test. Number of blows of a 140-lb. hammer dropped 30 inches required to drive 2-in O.D., 1.4-in. I.D. sampler a distance of one foot into the soil, after first seating it 6 inches				
SPLR	Type of Sampling	 Shelby	 SPT	 Auger	 No Sample
SYMBOL	Clay	Silt	Sand	Humus	Predominant type shown heavy; Modifying type shown light
					
DENSITY	Unit weight in pounds per cubic foot				
USC	Unified Soil Classification				
TYPE	UC	Unconfined compression shear			
	OB	Unconsolidated undrained triaxial compression shear on one specimen confined at the approximate overburden pressure			
	UU	Unconsolidated undrained triaxial compression shear			
	CU	Consolidated undrained triaxial compression shear			
	DS	Direct shear			
	CON	Consolidation			
	PD	Particle size distribution			
	k	Coefficient of permeability in centimeters per second			
	SP	Swelling pressure in pounds per square foot			
ϕ	Angle of internal friction in degrees				
c	Cohesion in pounds per square foot				
Other laboratory test results reported on separate figure					
Ground Water Measurements	 Initial	 Final			

GENERAL NOTES

- (1) At the time the borings were made, ground water levels were measured below existing ground surface. These observations are shown on the boring logs. However, ground water levels may vary due to seasonal and other factors. If important to construction, the depth to ground water should be determined by those persons responsible for construction, immediately prior to beginning work.
- (2) While the individual logs of borings are considered to be representative of subsurface conditions at their respective locations on the dates shown, it is not warranted that they are representative of subsurface conditions at other locations and times.

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.:		Datum:		Gr. Water Depth:		Job No.: 14120		Date Drilled: 10/15/96		Boring: 1		Refer to "Legends & Notes"								
Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests	
										Dry	Wet	Type	ϕ	C	LL	PL	PI			
0					Water															
					Loose black humus	Pt	1	6-7												
10					Very soft gray clay w/wood, roots & silt pockets	CH	2	9-10	639	8	62	OB	--	190						
							3	12-13												
20					Soft gray clay w/organic matter & silt pockets	CH	4	16-17	87	49	91	UC	--	185				0.136		
	0.50						5	20-21												
30	0.30						6	25-26	43	78	112	UC	--	375					0.340	
40	0.40				Medium stiff gray clay w/silt pockets	CH	7	30-31												
	0.30						8	35-36	93	46	88	UC	--	275					0.160	
50	1.00						9	40-41												
							10	45-46	27	93	118	UC	--	565				0.400		

Comments: Site No. 7

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/15/96 Boring: 1 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
50	1.20				Medium stiff gray clay w/silt pockets	CH	11	50-51											
	2.20				Very stiff greenish-gray & tan clay w/concretions	CH	12	55-56	24								1.050		
60	1.80				Stiff greenish-gray & tan clay w/clayey silt & silty sand layers	CH	13	60-61											
	2.25				Very stiff greenish-gray & tan clay w/silt pockets & concretions	CH	14	65-66	26	97	122	OB	--	2475			1.500		
70	2.20						15	70-71											
	2.25						16	75-76	28	93	119	UC	--	2100			1.150		
80	3.25				Very stiff tan & gray clay w/concretions	CH	17	79-80											
90																			
100																			

Comments: Site No. 7

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/15/96 Boring: 2 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
10																			
20					Very soft gray clayl w/humus & wood	CH	1	19-20	144	33	79	UC	--	135	177	51	126	0.106	CON
							2	22-23											
0.80					Soft gray clay w/clayey silt pockets & wood	CH	3	25-26	47	77	113	UC	--	390				0.200	
0.40					Very soft gray clay w/roots & organic matter	CH	4	28-29											
30							5	31-32	105	43	87	UC	--	240				0.160	
0.30							6	35-36	82	52	95				134	38	96		CON
0.25							7	40-41	78	52	93	UC	--	200				0.120	
40																			
0.25																			
0.50					Medium stiff light gray silty clay w/clayey silt layers	CL	8	45-46											
50						CH													

Comments: Site No. 7

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/15/96 Boring: 2 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
50	1.00				Stiff light gray clay w/clayey silt pockets	CH	9	50-51	26									0.475	
	2.00				Very stiff greenish-gray & tan clay w/concretions	CH	10	55-56											
60	0.50				Medium stiff greenish-gray & tan clay w/clayey silt layers & lenses	CH	11	60-61	34	85	113	OB	--	455				0.250	
	0.60						12	65-66											
70	2.20				Very stiff greenish-gray & tan clay w/concretions	CH	13	70-71	29	92	119	OB	☐	2135				1.450	
	2.20						14	75-76											
80	2.00				Very stiff light gray & tan clay	CH	15	79-80											
90																			
100																			

Comments: Site No. 7

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/14/96 Boring: 3 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
					Very soft gray clay w/organic matter & wood	CH	1	16-17	101	44	88	UC	--	135				0.120	
20	0.25				Soft gray clay w/organic matter & wood	CH	2	20-21											
	0.40						3	23-24	53	67	102	UC	--	360				0.225	
	0.30				Very soft gray clay w/clayey silt lenses, roots & wood	CH	4	26-27											
30	0.25						5	29-30	52	68	103	UC	--	210				0.114	
	0.25						6	33-34											
	0.25						7	38-39	86	49	91	UC	--	200				0.160	
40	0.60				Soft light gray clay w/clayey silt lenses & concretions	CH	8	43-44	29	88	114	OB	--	320				0.275	
50	1.50				Stiff light gray clay w/clayey silt lenses & pockets	CH	9	48-49											

Comments: Site No. 7

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/14/96 Boring: 3 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
50					Stiff light gray clay w/clayey silt lenses & pockets	CH													
	2.25				Stiff greenish-gray & tan clay w/concretions	CH	10	53-54	22	102	125	OB	--	1860				1.350	
	0.60				Medium stiff greenish-gray & tan silty clay w/silty sand & clay layers	CL	11	58-59											
60					Stiff greenish-gray & tan clay	CH	12	63-64	29	93	120	UC	--	1515				1.250	
	2.00				Very stiff tan, brown & greenish-gray clay	CH	13	68-69											
70					Stiff greenish-gray & tan clay	CH	14	73-74	31	90	118	OB	--	1670				0.925	
	2.00				Very stiff light gray & tan clay	CH	15	78-79											
	3.75																		
80																			
90																			
100																			

Comments: Site No. 7

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/16/96 Boring: 4 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
					Soft gray organic clay w/humus layers & roots	OH	1	4-5	165	29	76	UC	--	295				0.100	
					Very soft dark gray organic clay w/organic matter	OH	2	7-8											
10					Wood w/clay	Wd	3	10-11	141	32	77	UC	--	210				0.092	
							4	13-14											
							5	16-17											
20	0.25				Very soft gray clay w/wood & roots	CH	6	19-20	92	47	89	UC	--	190				0.130	
	0.50						7	23-24											
30	0.30						8	28-29	91	47	89	UC	--	115				0.088	
40																			
50																			

Comments: Site No. 8

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 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/16/96 Boring: 5 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
0					Water														
					Very soft dark gray organic clay w/humus	OH	1	5-6											
					Loose black humus	Pt	2	8-9	654	8	62	UC	--	200					
10	0.20				Very soft gray clay w/organic matter & wood	CH	3	11-12											
	0.20						4	14-15	96	46	90	UC	--	105				0.048	
20					Very soft gray silty clay w/clayey silt layers	CL	5	20-21											
					Loose gray silty sand	SM	6	25-26	35	85	115	UC	--	210				0.090	
30							7	29-30											
40																			
50																			

Comments: Site No. 8

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 COTE BLANCHE HYDROLOGIC RESTORATION
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 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/16/96 Boring: 6 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	ϕ	C	LL	PL	PI					
0					Water																
					Very soft dark gray organic clay w/humus	OH	1	5-6	145	33	80	UC	--	75						0.060	
					Loose black humus	Pt	2	8-9													
10					Very soft gray clay w/wood & silty sand layers	CH	3	11-12	87	51	96	UC	--	105						0.082	
	0.20				w/silty sand layers		4	14-15													
	0.20						5	16-17	41	78	109	UC	--	285						0.128	
20					Loose gray silty sand w/clay layers	SM	6	20-21													
							7	25-26													
30							8	29-30													
40																					
50																					

Comments: Site No. 8

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 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/16/96 Boring: 7 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
					Very soft dark gray organic clay w/humus layers	OH	1	5-6											
					Loose black humus	Pt	2	8-9	248	22	75	UC	--	20					
10					Very soft gray clay w/humus layers & wood	CH	3	11-12											
0.20					Very soft gray clay w/organic matter & wood	CH	4	14-15	104	43	87	UC	--	100			0.110		
0.20							5	16-17											
20	0.20				w/clayey silt lenses & organic matter		6	20-21	150	31	77	OB	--	115			0.124		
					Loose gray clayey silt w/silty sand layers & wood	ML	7	25-26											
30					Very soft gray clay w/silty sand pockets & wood	CH	8	29-30											
40																			
50																			

Comments: Site No. 8

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/16/96 Boring: 8 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	SPT R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI					
0					Water	CH	1	2-3	143	34	81	UC	--	40							
					Very soft dark gray clay w/humus layers & organic matter	CH	2	5-6													
					Loose black humus	Pt	3	8-9	796	7	61	OB	--	35	264	336	-72				CON
10					Very soft gray clay w/wood	CH	4	11-12													
					Very soft dark gray & gray clay w/organic matter & wood	CH	5	14-15	170	29	79	UC	--	65							0.062
20	0.20				Very soft gray clay w/clayey silt pockets	CH	6	18-19													
						CH	7	23-24	39	77	107	OB	--	230							0.260
30	0.30				w/wood		8	28-29													
	0.40																				
40																					
50																					

Comments: Site No. 8

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10\16\96 Boring: 9 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	SPLR	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvans TSF	Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI					
0					Water																
					Very soft dark gray clay w/humus & wood	CH	1	5-6													
					Very soft dark gray organic clay w/roots & clay lenses	OH	2	8-9	142	34	81	UC	--	55						0.066	
10					Very soft dark gray organic clay w/roots & clay lenses	OH	3	11-12													
	0.20				Very soft gray clay w/wood	CH	4	14-15	248	20	71	UC	--	80						0.060	
					Very soft dark gray organic clay w/humus & wood	OH	5	16-17													
20					Very soft dark gray organic clay w/humus & wood	OH	6	20-21	347	14	64	OB	--	65						0.066	
	0.30				Soft gray clay w/wood	CH	7	25-26													
	0.40				Soft gray clay w/wood	CH	8	29-30													
30																					
40																					
50																					

Comments: Site No. 8

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/17/96 Boring: 10 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI					
0					Water																
					Very soft dark gray clay w/humus layers & silt pockets	CH	1	5-6	80	53	95	UC	--	115						0.100	
							2	8-9													
10					Loose black humus w/clay & organic clay layers	Pt	3	11-12	436	12	64	UC	--	35							
							4	14-15													
							5	18-19	224	22	71	UC	--	60							
20					Very soft gray clay w/wood & humus	CH	6	23-24													
							7	28-29	60	64	103	UC	--	170						0.130	
30					Very soft gray clay w/wood & shell fragments	CH	8	33-34													
	0.20						9	38-39	84	50	92	UC	--	140						0.098	
40							10	43-44													
	0.20						11	48-49	26	94	118	UC	--	750						0.370	
50					Medium stiff greenish-gray clay w/clayey silt pockets & concretions	CH															
	1.80																				

Comments: Site No. 6

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/17/96 Boring: 11 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	ϕ	C	LL	PL	PI					
0					Water																
10					Very soft gray clay w/humus & wood	CH	1	14-15	171	30	81	UC	--	25						0.044	
20					Loose black humus w/clay layers	Pt	2	19-20													
							3	23-24	305	18	72	UC	--	55							
30	0.20				Very soft gray clay w/clayey silt lenses & pockets & wood	CH	4	28-29													
	0.20						5	33-34	91	47	90	UC	--	95							0.108
40	0.25				Very soft gray clay w/shell fragments	CH	6	38-39													
	0.30						7	43-44	84	52	96	UC	--	90							0.088
50	1.50				Stiff greenish-gray clay w/clayey silt pockets & concretions	CH	8	48-49													

Comments: Site No. 6

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U.S. DEPARTMENT OF AGRICULTURE
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 ST. MARY PARISH, LOUISIANA
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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/17/96 Boring: 12 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
0					Water														
					Very soft gray clay w/humus	CH	1	2-3											
							2	5-6	120	38	84	UC	--	55				0.038	
							3	8-9											
10					Loose black humus w/clay layers	Pt	4	11-12	589	9	63	UC	-	85					
					Very soft gray clay w/humus & wood	CH	5	14-15											
							6	18-19	144	33	81	UC	-	70				0.042	
20					Loose black humus w/wood	Pt	7	23-24											
					Very soft gray clay w/wood & clayey silt pockets	CH	8	28-29	50	67	100	OB	--	265				0.136	
30	0.25						9	33-34											
	0.25						10	38-39	86	50	93	UC	--	130				0.110	
40	0.30						11	43-44											
	0.80				Medium stiff gray clay w/clayey silt pockets	CH	12	48-49											
50	2.20				Very stiff greenish-gray clay w/clayey silt pockets & concretions	CH													

Comments: Site No. 6

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Ground Elev.:		Datum:		Gr. Water Depth:		Job No.: 14120		Date Drilled: 10/18/96		Boring: 13		Refer to "Legends & Notes"										
Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests	
									Dry	Wet	Type	φ	C	LL	PL	PI						
0					Water																	
					Very soft dark gray organic clay w/humus & wood	OH	1	2-3	211	23	70	UC	--	75						0.092		
					Loose black humus w/organic clay layers	Pt	2	5-6														
					Very soft gray organic clay w/humus layers	OH	3	8-9	133	35	81	UC	--	105						0.080		
10					Loose black humus w/organic clay lenses	Pt	4	11-12														
							5	14-15	315	16	68	UC	--	155								
							6	18-19														
20					Very soft gray clay w/wood & humus	CH	7	23-24	122	37	83	UC	--	95						0.080		
							8	28-29														
30					Very soft gray clay w/silty sand layers & pockets & wood	CH	9	33-34	85	49	91	UC	--	180						0.092		
	0.20						10	38-39														
40					Medium stiff light gray silty clay	CL	11	43-44	30	91	118	UC	--	730								
	0.20																					
	0.75				Stiff light greenish-gray & tan clay	CH	12	48-49														
50																						
	2.20																					

Comments: Site No. 5

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 ST. MARY PARISH, LOUISIANA
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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/18/96 Boring: 13 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R Symbol	Visual Classification	USC	Sample Number	Depth in Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests		
									Dry	Wet	Type	ϕ	C	LL	PL	PI				
50				Stiff light greenish-gray & tan clay	CH	13	53-54	25	98	122	UC	--	1685				1.050			
2.25		Stiff tan & greenish-gray clay w/silt pockets		CH																
2.25				Very stiff greenish-gray & tan clay	CH	14	58-59													
2.50				Very stiff tan & greenish-gray clay	CH	15	63-64	27	89	114									1.475	
2.50						16	68-69													
3.25					Very stiff greenish-gray & tan clay	Ch	17	73-74	25	99	123	OB	--	2265					0.600	
2.20				w/clayey silt lenses & layers		18	78-79													
80																				
90																				
100																				

Comments: Site No. 5

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/18/96 Boring: 14 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
10					Very soft gray clay w/wood	CH	1	12-13	143	33	81	UC	--	65				0.052	
					Loose black humus w/wood	Pt	2	16-17											
20							3	21-22											
					Very soft gray clay w/organic matter & wood	CH	4	26-27	89	47	89	UC	--	90	130	95	35	0.062	CON
30							5	32-33	38										
	1.20				Stiff gray & light gray clay w/silt pockets & concretions	CH	6	36-37											
40							7	41-42	27										
	1.25																		
	2.00				Very stiff greenish-gray & tan clay	CH	8	46-47											
50																			

Comments: Site No. 5

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/18/96 Boring: 14 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests	
										Dry	Wet	Type	ϕ	C	LL	PL	PI			
50					Stiff gray & tan clay w/concretions	CH	9	52-53	24	99	123	UC	--	1470				1.050		
2.20							10	56-57												
2.75																				
60						Stiff tan & gray clay w/fine sand layers	CH	11	61-62	38	75	103	OB	--	705				1.525	
2.20								12	66-67											
2.00																				
70					Stiff tan & gray silty clay	CL	13	71-72	24	98	121	OB	--	1935				0.600		
2.20							14	76-77												
2.20							15	79-80												
80																				
2.25																				
90																				
100																				

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/19/96 Boring: 15 Refer to "Legends & Notes"

Scale in Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth in Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests	
									Dry	Wet	Type	ϕ	C	LL	PL	PI						
0					Water																	
10																						
20																						
22-23					Very soft gray clay w/humus & wood	CH	1	22-23														
26-27							2	26-27	103	43	87	UC	--	110							0.092	
31-32							3	31-32														
36-37					Soft gray clay w/shell fragments	CH	4	36-37	89													
42-43	0.60				Medium stiff light gray clay w/clayey silt pockets	CH	5	42-43														
46-47	0.75				Medium stiff light gray silty clay	CL	6	46-47	29	90	115	UC	--	530								0.340
50																						

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/19/96 Boring: 15 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	SPT R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
50	2.25				Very stiff greenish-gray & tan clay w/concretions	CH	7	52-53											
2.50							8	56-57	23	102	124							1.300	
60	2.00					Stiff tan & gray clay w/silt pockets	CH	9	61-62										
2.80							10	66-67	28	93	119	UC			1535			1.000	
70	3.20					Very stiff light gray & tan clay	CH	11	71-72										
3.00							12	76-77	25	96	121	OB			2055			1.200	
80							13	79-80											
100																			

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Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/19/96 Boring: 16 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	SPLR	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI					
0					Water	CH	1	2-3	82	49	89	UC	--	95							
					Very soft black clay w/humus layers & sand lenses	CH	1	2-3	82	49	89	UC	--	95							
					Loose black humus w/organic clay lenses	Pt	2	5-6													
						Pt	3	8-9	256	20	71	UC	--	80							
10						Pt	4	11-12													
					Loose black humus	Pt	5	14-15	487	11	63	UC	--	115	468	341	127				CON
							6	18-19													
							7	23-24	370	14	66	UC	--	225							
20						CH	8	28-29													
					Very soft gray clay w/humus layers	CH	8	28-29													
					Very soft gray silty clay w/wood & silty sand layers	CL	9	33-34	48	69	103	UC	--	90							0.078
						CH	10	38-39													
30						CH	10	38-39													
	0.20				Very soft gray clay w/humus layers	CH	10	38-39													
					Medium stiff gray clay w/organic matter & silt	CH	11	43-44	30	89	116	UC	--	640							0.350
	0.75					CH	11	43-44	30	89	116	UC	--	640							
					Medium stiff greenish-gray clay w/silt pockets	CH	12	48-49	27	92	116	UC	--	595							0.475
40						CH	12	48-49	27	92	116	UC	--	595							
	1.30					CH	12	48-49	27	92	116	UC	--	595							
50																					

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Ground Elev.:		Datum:		Gr. Water Depth:		Job No.: 14120		Date Drilled: 10/19/96		Boring: 16		Refer to "Legends & Notes"							
Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
50					Medium stiff greenish-gray clay w/silt pockets	CH													
	2.25				Very stiff greenish-gray & tan clay	CH	13	53-54											
	2.00				w/clayey silt lenses & layers		14	58-59	29	90	116	OB	--	820					
60	2.00				Very stiff light gray & tan clay	CH	15	63-64											
	1.80				Stiff light gray & tan clay w/silt pockets & layers	CH	16	68-69	31	90	118	UC	--	1480					
70	2.25				Very stiff light gray & tan clay	CH	17	73-74											
	2.50						18	78-79											
80																			
90																			
100																			

Comments: Site No. 5

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.:		Datum:		Gr. Water Depth:		Job No.: 14120		Date Drilled: 10/21/96		Boring: 17		Refer to "Legends & Notes"							
Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
0					Water														
					Loose black humus w/clay layers	Pt	1	3-4	223	24	78	UC	--	20					
							2	5-6											
							3	8-9	217	25	78	UC	--	5					
10					Loose black humus w/wood	Pt	4	11-12											
							5	14-15											
					Very soft dark gray organic clay w/humus layers	OH	6	17-18	191	26	75	UC	--	60				0.080	
20							7	21-22											
					Loose black humus	Pt	8	26-27	543	10	62	OB	--	305					
30					Very soft gray clay w/silty sand layers, organic matter & shell fragments	CH	9	31-32											
	0.20						10	36-37	76	54	96	UC	--	120				0.094	
40					Soft gray silty clay	CL	11	41-42											
	0.25																		
	1.00				Medium stiff greenish-gray clay w/silt pockets	CH	12	46-47	28	93	118	UC	--	620				0.375	
50		1.25					13	49-50											

Comments: Site No. 4

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/21/96 Boring: 18 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
10					Very loose black humus	Pt	1	9-10											
					Very soft gray clay w/humus & wood	CH	2	11-12	589										
					Very soft gray clay w/humus & wood	CH	3	14-15	141	35	84	UC	--	35			0.030		
					Very soft gray clay w/humus & wood	CH	4	17-18											
20					Very soft dark gray organic clay w/humus layers	OH	5	21-22	269	19	69	UC	--	65			0.070		
					Loose black humus	Pt	6	26-27											
30					Very soft gray clay w/silty sand layers	CH	7	31-32	92	49	94	UC	--	70			0.062		
40	0.20				Very soft gray clay w/silty sand layers	CH	8	36-37											
	0.25				Very soft gray clay w/silty sand layers	CH	9	41-42	35	87	118	OB	--	280			0.150		
	0.60				Very soft gray clay w/silty sand layers	CH	10	46-47											
50	1.25				Very soft gray clay w/silty sand layers	CH	11	49-50											

Comments: Site No. 4

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/21/96 Boring: 19 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests	
									Dry	Wet	Type	φ	C	LL	PL	PI						
0					Water																	
					Very soft dark gray organic clay w/humus	OH	1	5-6	94	25	78	UC	--	20								
					Loose black humus	Pt	2	8-9														
10							3	11-12	793	7	65	UC	--	20								
					Very soft gray clay w/organic matter layers	CH	4	14-15														
							5	16-17	127	38	86	UC	--	45							0.048	
20	0.20				Very soft dark gray clay w/organic matter layers	CH	6	20-21														
					Very soft dark gray organic clay w/silt pockets	OH	7	25-26	142	33	80	UC	--	150								0.130
30	0.20				Very soft gray clay w/clayey silt layers	CH	8	30-31														
							9	35-36	73	57	99	UC	--	120								0.090
					w/silty sand pockets & shell fragments																	
40	0.25				Soft greenish-gray silty clay w/many clayey silt layers	CL	10	40-41														
							11	45-46	31	89	117	OB	--	510	38	31	7				0.250	CON
50	1.20				Stiff greenish-gray & tan clay	CH	12	49-50														

Comments: Site No. 4

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/22/96 Boring: 20 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	Pi		
0					Water														
					Loose black humus	Pt	1	5-6	257	20	73	UC	--	96					
							2	8-9											
10					Very soft dark gray organic clay w/humus layers	OH	3	11-12	373	15	69	UC	--	25					
							4	14-15											
					Loose black humus	Pt	5	17-18	164	29	75	UC	--	100				0.080	
							6	21-22											
20					Very soft gray clay w/shell fragments	CH	7	26-27	104	43	88	UC	--	95				0.084	
0.20							8	31-32	472	11	62				619	330	289		CON
					Loose black humus w/clay layers	Pt													
					Soft gray silty clay	CL	9	36-37	32	86	114	UC	--	330				0.156	
0.20																			
30					Soft greenish-gray clay w/many clayey silt pockets	CH	10	41-42											
0.20																			
40					Medium stiff greenish-gray & tan clay w/clayey silt pockets	CH	11	46-47	26	91	115	OB	--	625				0.600	
0.30																			
0.75																			
50	1.75				Stiff greenish-gray & tan clay	CH	12	49-50											

Comments: Site No. 3

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/23/96 Boring: 21 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
10																			
20					Loose black humus w/organic clay layers	Pt	1	17-18											
					Very soft gray clay w/silt pockets	CH	2	21-22	101	45	91	UC	--	35			0.028		
					Loose black humus w/clay layers	Pt	3	26-27											
30					Very soft dark gray organic clay w/humus lenses & wood	OH	4	31-32	211	23	72	UC	--	190			0.080		
40	0.40				Soft greenish-gray clay w/many clayey silt pockets	CH	5	36-37											
	1.20				Soft greenish-gray silty clay	CL	6	41-42	27	91	115	UC	--	350			0.500		
	2.00				Very stiff greenish-gray & tan clay	CH	7	46-47											
50	2.00						8	49-50	21	104	125	OB	--	2170			1.550		

Comments: Site No. 3

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/23/96 Boring: 22 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
0					Water	OH													
					Extremely soft dark gray organic clay w/humus	OH	1	2-3											
					Loose black humus w/roots & sand pockets	Pt	2	5-6	211	25	77	UC	--	25				0.020	
							3	8-9											
10					Loose black humus	Pt	4	11-12	494	11	63	UC	--	45					
							5	14-15											
					Very soft gray clay	CH	6	18-19	105	44	91	UC	--	40				0.030	
							7	23-24											
	0.20				w/silty sand layers		8	28-29	107	43	89	OB	--	125				0.100	
					Soft light gray clay w/clayey silt pockets	CH	9	33-34											
	0.30																		
					Stiff greenish-gray silty clay w/many clayey silt pockets	CL	10	38-39	31	83	108	OB	--	400				0.250	
40																			
	2.00				Very stiff greenish-gray & tan clay	CH	11	43-44											
	2.50						12	48-49											
50																			

Comments: Site No. 3

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/23/96 Boring: 23 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
10					Loose black humus w/wood	Pt	1	11-12	640	8	61	UC	--	30					
							2	14-15											
							3	17-18											
20					Loose black humus w/clay layers	Pt	4	21-22											
0.20					Very soft gray clay w/organic matter	CH	5	26-27	66	57	94	UC	--	185			0.130		
30							6	31-32											
0.20					Medium stiff greenish-gray silty clay w/concretions w/shell fragments	CL	7	36-37	85	51	94	UC	--	145				0.100	
40							8	41-42	31	90	118				43	22	21		CON
0.80							9	46-47	24	93	115	OB	--	865				0.875	
50					Stiff greenish-gray clay w/clayey silt pockets	CH													

Comments: Site No. 2

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/23/96 Boring: 23 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
50	2.25				Very stiff greenish-gray & tan clay w/concretions	CH	10	52-53											
	2.00				Stiff tan & gray silty clay w/shell fragments	CL	11	56-57	26	94	119	UC	--	995				0.750	
60	2.50				Stiff greenish-gray, tan & brown clay w/clayey silt & silty sand layers & lenses	CH	12	61-62											
	2.75				Stiff light gray clay	CH	13	66-67	28	94	120	UC	--	1500				1.250	
70	2.00				Stiff tan & greenish-gray clay w/clayey silt pockets	CH	14	71-72											
	2.30				Stiff greenish-gray & tan clay w/concretions	CH	15	76-77	28	94	120	UC	--	1385				1.375	
80	2.25						16	79-80											
90																			
100																			

Comments: Site No. 2

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/24/96 Boring: 24 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI					
0					Water																
10																					
20					Loose black humus w/clay layers	Pt	1	17-18													
							2	21-22	206	26	78	UC	--	25							
30					Loose gray silty sand w/clay layers	SM	3	26-27													
40	0.30				Very soft gray clay w/silty sand layers	CH	4	31-32	74	54	94	UC	--	180					0.120		
					w/shell fragments		5	36-37													
					Medium stiff gray silty clay	CL	6	41-42	29	91	118	OB	--	755					0.625		
50	0.80				Soft greenish-gray & tan silty clay	CL	7	46-47													

Comments: Site No. 2

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/24/96 Boring: 24 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	φ	C	LL	PL	PI		
50					Stiff tan & greenish-gray clay	CH													
	2.20						8	52-53	21	100	121	UC	--	915					1.375
	2.20				Very stiff light gray & tan clay	CH	9	56-57											
60							10	61-62	32	87	115	OB	--	1165					1.350
	2.75				Stiff greenish-gray & tan clay	CH	11	66-67											
70					w/concretions		12	71-72	27	93	118	OB	=	1455					1.200
	2.20				Very stiff brown & greenish-gray clay w/clayey silt layers	CH	13	76-77											
80					Very stiff greenish-gray & tan clay w/clayey silt layers	CH	14	79-80											
	2.20																		
90																			
100																			

Comments: Site No. 2

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/24/96 Boring: 25 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
									Dry	Wet	Type	φ	C	LL	PL	PI					
0					Water																
10					Loose black humus w/wood	Pt	1	8-9													
							2	11-12	371	14	64	UC	--	50							
20					Very soft gray clay w/wood & humus	CH	3	16-17													
					Loose gray silty sand w/humus & wood	SM	4	20-21	28												
							5	25-26													
30	0.20				Very soft gray clay w/silty sand layers	CH	6	30-31	71	57	97	UC	--	180						0.120	
	0.20				w/humus & shell fragments		7	35-36													
40	1.20				Medium stiff greenish-gray silty clay	CL	8	40-41	27	92	116	UC	--	580						0.540	
	1.00						9	45-46													
50																					

Comments: Site No. 2

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.:		Datum:		Gr. Water Depth:		Job No.: 14120		Date Drilled: 10/24/96		Boring: 25		Refer to "Legends & Notes"							
Scale In Feet	PP	SPT	SPT L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
50	2.75				Very stiff tan & greenish-gray clay	CH	10	51-52	22	103	125	UC	--	2385				1.375	
					Very stiff tan & greenish-gray clay	CH													
	2.00				Very stiff greenish-gray & tan clay w/clayey silt pockets	CH	11	55-56											
60	2.20				Stiff light gray & tan clay	CH	12	60-61	31	88	116	OB	--	1025	66	26	40	1.200	CON
	2.50				Stiff greenish-gray & tan clay w/concretions	CH	13	65-66											
70	2.75				Stiff brown & greenish-gray clay w/concretions & silt lenses	CH	14	70-71	28	94	120							1.400	
	2.10						15	75-76											
80	2.00				Very stiff greenish-gray clay w/silt layers	CH	16	79-80											
90																			
100																			

Comments: Site No. 2

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/24/96 Boring: 26 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent		Density			Shear Tests			Atterberg Limits			Torvane TSF	Other Tests	
									Dry	Wet	Type	φ	C	LL	PL	PI						
0					Water																	
					Loose black humus w/wood	Pt	1	5-6	350	15	67	UC	--	35								
							2	8-9														
10							3	11-12	221	22	72	UC	--	30								
					Very soft gray organic clay w/wood	OH	4	20-21	167	29	79	UC	--	50						0.030		
							5	25-26														
20					Very soft gray clay w/silty sand layers	CH	6	30-31	87	49	91	UC	--	65						0.064		
30	0.20						7	35-36														
	0.20				w/shell fragments																	
40	0.50				Medium stiff dark gray silty clay w/concretions	CL	8	40-41	35	83	112	UC	--	125						0.300		
	0.75				Medium stiff greenish-gray silty clay w/clay layers	CL	9	45-46														
50	1.00				Stiff greenish-gray clay	CH	10	49-50														

Comments: Site No. 1

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/25/96 Boring: 27 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
10					Loose black humus w/wood	Pt	1	14-15	250	21	73								
20					Very soft gray clay w/humus & wood	CH	2	21-22											
30					Very soft dark gray silty clay w/silty sand layers & organic matter	CL	3	26-27	139	34	81	UC	--	70				0.058	
35	0.20				Very soft dark gray silty clay w/silty sand layers & organic matter	CL	4	31-32											
40	0.20				Medium stiff greenish-gray silty clay w/clay layers	CL	5	36-37	35	88	118	OB	--	205				0.120	
45	0.50				Medium stiff greenish-gray silty clay w/clay layers	CL	6	41-42											
50	0.60				Medium stiff greenish-gray silty clay w/clay layers	CL	7	46-47	30	86	112	OB	--	350				0.390	
50	1.00				Stiff greenish-gray clay	CH	8	49-50											

Comments: Site No. 1

LOG OF BORING AND TEST RESULTS

U.S. DEPARTMENT OF AGRICULTURE
 COTE BLANCHE HYDROLOGIC RESTORATION
 ST. MARY PARISH, LOUISIANA
 CONTRACT NO. NRCS-6-LA-203



Ground Elev.: Datum: Gr. Water Depth: Job No.: 14120 Date Drilled: 10/25/96 Boring: 28 Refer to "Legends & Notes"

Scale In Feet	PP	SPT	S P L R	Symbol	Visual Classification	USC	Sample Number	Depth In Feet	Water Content Percent	Density		Shear Tests			Atterberg Limits			Torvane TSF	Other Tests
										Dry	Wet	Type	ϕ	C	LL	PL	PI		
0					Water														
					Loose black humus w/wood	Pt	1	5-6	555	9	62	UC	--	30					
10							2	8-9											
							3	11-12	550										
					Very soft gray clay w/humus & wood	CH	4	14-15											
							5	16-17	133	34	80	UC	--	35			0.040		
20					Very soft gray clay w/organic matter	CH	6	20-21											
	0.20						7	25-26	161	29	76	UC	--	70			0.044		
30	0.20				w/organic matter & silty sand layers		8	30-31											
					Very soft gray clay w/shell fragments	CH	9	35-36	89	47	89	OB	--	90			0.096		
40	0.75				Medium stiff dark gray clay w/clayey silt pockets	CH	10	40-41											
					Medium stiff greenish-gray clay	CH	11	45-46	32	89	117	UC	--	570			0.240		
50	0.50						12	49-50											

Comments: Site No. 1

**APPENDIX G: PREVAILING WAGE DETERMINATION
SCHEDULE**

General Decision Number: LA140006 06/27/2014 LA6

Superseded General Decision Number: LA20130006

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	01/03/2014
1	01/10/2014
2	01/24/2014
3	02/07/2014
4	02/28/2014
5	03/07/2014
6	03/14/2014
7	06/27/2014

* ELEC0130-007 06/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 29.60	9.77

ELEC0194-006 09/02/2013

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

	Rates	Fringes
ELECTRICIAN Lineman and Heavy Equipment Operator.....	\$ 25.50	3%+9.05

ELEC0446-004 03/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 21.75	1%+9.64

 ELEC0576-002 09/01/2013

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

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	4.25%+5.65

 ELEC0861-004 01/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 24.50	4%+10.23

 ELEC0995-002 01/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 23.16	9.47

 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

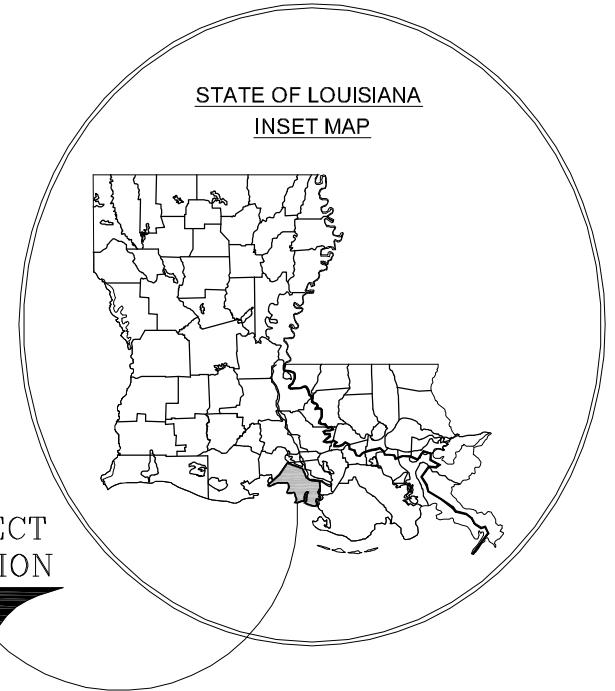
CONSTRUCTION DRAWINGS

STATE OF LOUISIANA
 COASTAL PROTECTION AND RESTORATION AUTHORITY
 OPERATIONS DIVISION

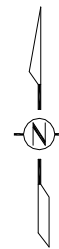
INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES & ESTIMATED QUANTITIES
3	PLAN VIEW
4	DETAILS
5	DETAILS
6	WARNING SIGN DETAILS

COTE BLANCHE HYDROLOGIC RESTORATION
 SCHOOL BUS BAYOU PROJECT – WALL EXTENSION
 TV-04
 ST. MARY PARISH, LOUISIANA



PROJECT
 LOCATION



 CHIEF, ENGINEERING DIVISION

 CHIEF, OPERATIONS DIVISION

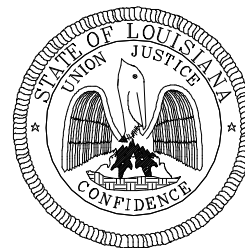
 REGIONAL MANAGER, OPERATIONS DIVISION

 CONSTRUCTION MANAGER, OPERATIONS DIVISION

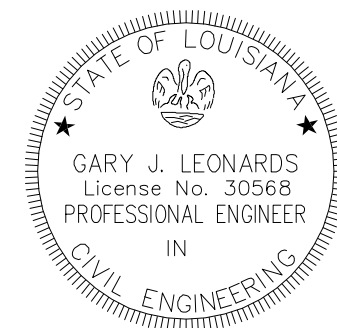
 CONSULTANT PROJECT ENGINEER



FEDERAL
 PROJECT
 SPONSOR



STATE
 PROJECT
 SPONSOR



TYPE OF CONSTRUCTION

CLASSIFICATION III (HEAVY CONSTRUCTION)

REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION & RESTORATION AUTHORITY
 OPERATIONS DIVISION

450 LAUREL STREET
 BATON ROUGE, LOUISIANA 70801

DRAWN BY: LMH

DESIGNED BY: LMH

Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension

STATE PROJECT NUMBER: TV-04

FEDERAL PROJECT NUMBER:

APPROVED BY: GJL

Title Sheet

DATE: June 2014

SHEET 1 OF 6

General Notes

- All elevations are given in the North American Vertical Datum of 1988 (NAVD 88) U.S. Survey Feet (Feet). All horizontal coordinates are given in the North American Datum of 1983 (NAD83, Louisiana State Plane South Zone U.S. Feet), GEOID Model 12A.
- 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. The project engineer or inspector shall monitor equipment operations during construction.
- All equipment shall be floating at all times during transit to and from the project site.
- The contractor shall be responsible for notifying all utility and pipeline companies identified in the specifications at least five (5) working days prior to mobilization. All underground pipelines and utilities shall be marked with buoys by the contractor. The contractor shall maintain buoys during construction. 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 approximations. The owner is not liable for exact locations. The contractor must call Louisiana One Call at 1-800-272-3020 at least 5 working days prior to mobilization.
- The plans and bid documents are complementary; what is required in one is as binding as if required by all. Clarifications, interpretations, or notifications of minor variations and deviations in the contract documents will be issued by the project engineer, if necessary.
- Any damage to existing U.S. Coast Guard Navigation Aids or Private Navigation Aids shall be repaired by the contractor to U.S. Coast Guard Standards at the expense of the contractor.
- The contractor shall not, at any time, tread on existing marsh or vegetated wetlands unless otherwise directed by the project engineer.
- Quantities shown are for bidding purposes only and were calculated based on design.
- The design location of the proposed wall extension is based on the May 2013 survey conducted by Providence GSE.

Summary of Estimated Quantities

BASE BID			
ITEM No.	ITEM	UNIT	QTY
TS-101	Mobilization and Demobilization	Lump Sum	1
TS-301	Treated Timber Piles	EA	206
TS-401	20' Vinyl Sheet Pile	EA	1,264
TS-401	16' Vinyl Sheet Pile	EA	136
TS-501	Wooden Walers	LN FT	2,800
TS-601	Waler Splice Plate	EA	140
TS-601	Splice Plate Bolts	EA	560
TS-601	5" Bolt	EA	2,528
TS-601	36" Pile Bolt	EA	410
TS-601	18" Waler Bolt	EA	200
TS-701	Rock Relocation	Lump Sum	1
TS-801	Permanent Warning Signs	EA	2

ADDITIVE ALTERNATE 1			
ITEM No.	ITEM	UNIT	QTY
TS-301	Treated Timber Piles	EA	29
TS-401	20' Vinyl Sheet Pile	EA	180
TS-401	16' Vinyl Sheet Pile	EA	20
TS-501	Wooden Walers	LN FT	400
TS-601	Waler Splice Plate	EA	22
TS-601	Splice Plate Bolts	EA	88
TS-601	5" Bolt	EA	360
TS-601	36" Pile Bolt	EA	58
TS-601	18" Waler Bolt	EA	28

ADDITIVE ALTERNATE 2			
ITEM No.	ITEM	UNIT	QTY
TS-301	Treated Timber Piles	EA	25
TS-401	20' Vinyl Sheet Pile	EA	154
TS-401	16' Vinyl Sheet Pile	EA	16
TS-501	Wooden Walers	LN FT	340
TS-601	Waler Splice Plate	EA	16
TS-601	Splice Plate Bolts	EA	64
TS-601	5" Bolt	EA	308
TS-601	36" Pile Bolt	EA	50
TS-601	18" Waler Bolt	EA	24

ADDITIVE ALTERNATE 3			
ITEM No.	ITEM	UNIT	QTY
TS-301	Treated Timber Piles	EA	29
TS-401	20' Vinyl Sheet Pile	EA	180
TS-401	16' Vinyl Sheet Pile	EA	20
TS-501	Wooden Walers	LN FT	400
TS-601	Waler Splice Plate	EA	22
TS-601	Splice Plate Bolts	EA	88
TS-601	5" Bolt	EA	360
TS-601	36" Pile Bolt	EA	58
TS-601	18" Waler Bolt	EA	28
TS-801	Permanent Warning Signs	EA	1

Horizontal and Vertical Control Information

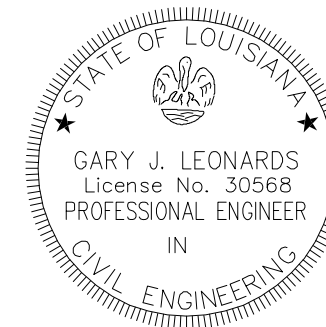
Horizontal Datum: Adjusted NAD 83 Datum LSZ (1702) Ft

Vertical Datum: Adjusted NAVD 88

GEOID Model Used: GEOID99 Hgt: -25.625 mtrs

Reference Benchmarks:

TV04-SM-01
 N: 414,937.84
 E: 3,200,880.61
 Elevation +3.57' NAVD 88 (1.089 mtrs)



REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION & RESTORATION AUTHORITY
OPERATIONS DIVISION

450 LAUREL STREET
 BATON ROUGE, LOUISIANA 70801

DRAWN BY: LMH

DESIGNED BY: LMH

Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension

STATE PROJECT NUMBER: TV-04

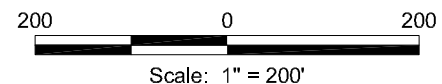
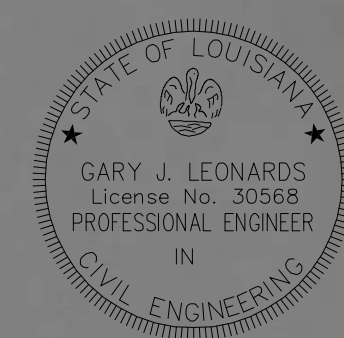
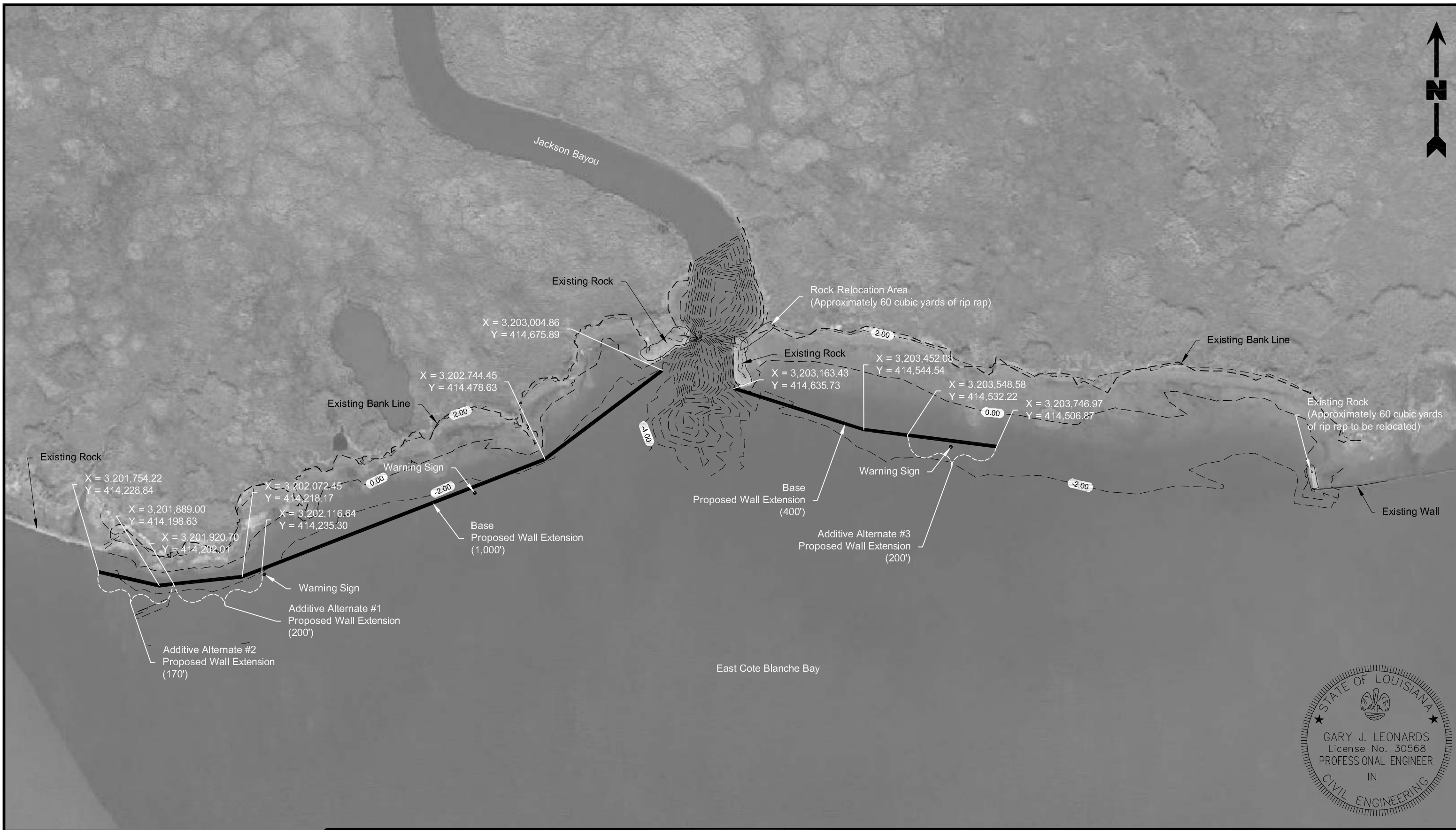
FEDERAL PROJECT NUMBER:

APPROVED BY: GJL

General Notes

DATE: June 2014

SHEET 2 OF 6



Reference
 Base map comprised of Google Earth aerial dated 10/28/12.

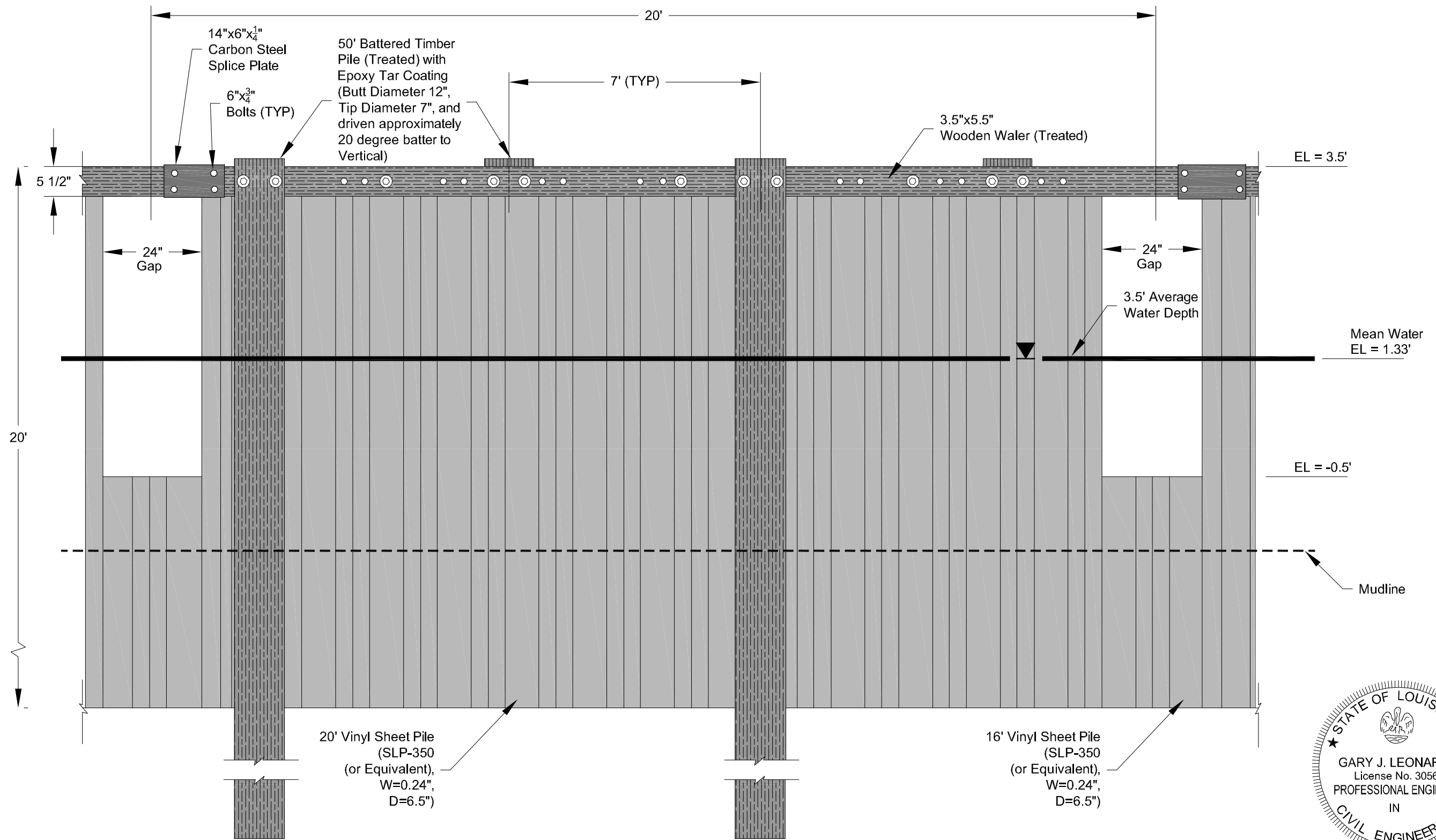
REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION & RESTORATION AUTHORITY
 OPERATIONS DIVISION
 450 LAUREL STREET
 BATON ROUGE, LOUISIANA 70801
 DRAWN BY: LMH DESIGNED BY: LMH

Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension
 STATE PROJECT NUMBER: TV-04
 FEDERAL PROJECT NUMBER:
 APPROVED BY: GJL
 DATE: June 2014
 SHEET 3 OF 6

Providence Engineering and Environmental Group LLC Drawing No.: 621-001-001-B021



Notes

1. Mean water elevation derived from Coastwide Reference Monitoring System (CRM) water level elevations.
2. Ground surface elevation is approximately -2.0'.
3. Mean low water is 0.08', mean water is 1.27', and mean high water is 2.28'

REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION & RESTORATION AUTHORITY
 OPERATIONS DIVISION
 450 LAUREL STREET
 BATON ROUGE, LOUISIANA 70801

DRAWN BY: LMH DESIGNED BY: LMH

Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension

STATE PROJECT NUMBER: TV-04

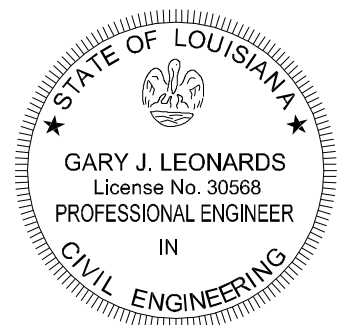
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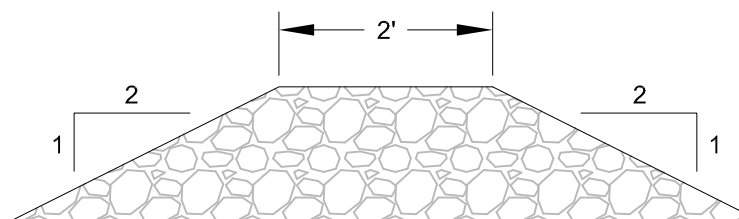
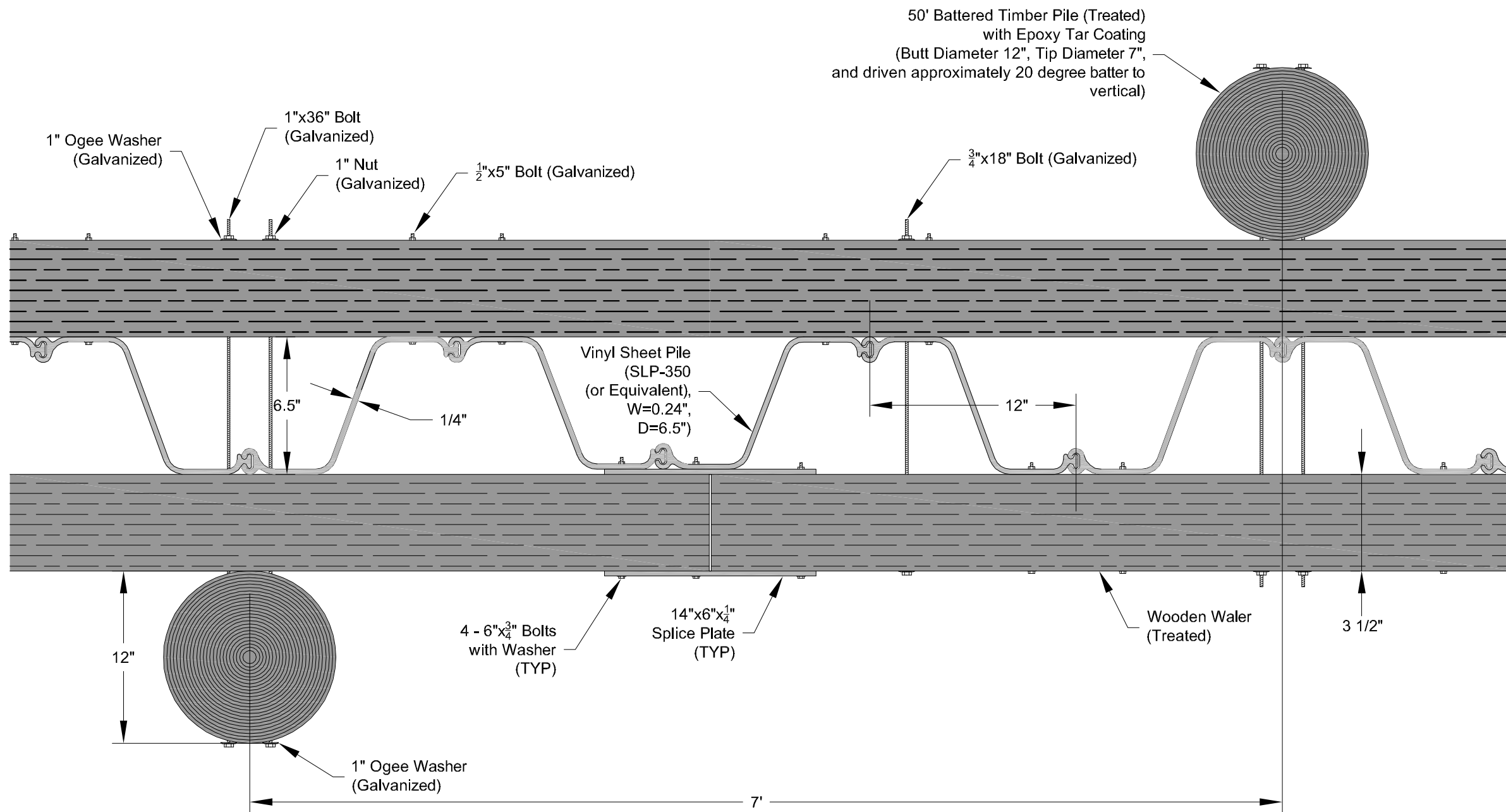
APPROVED BY: GJL

Details

DATE: June 2014


SHEET 4 OF 6

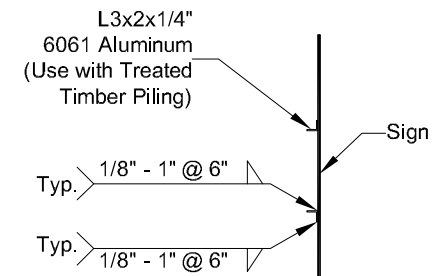
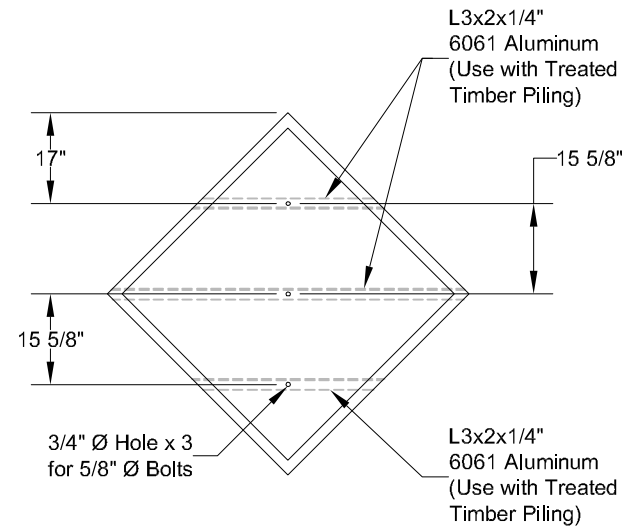
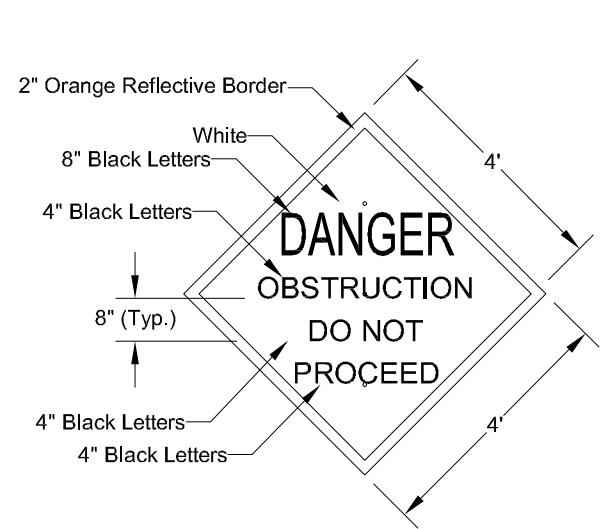




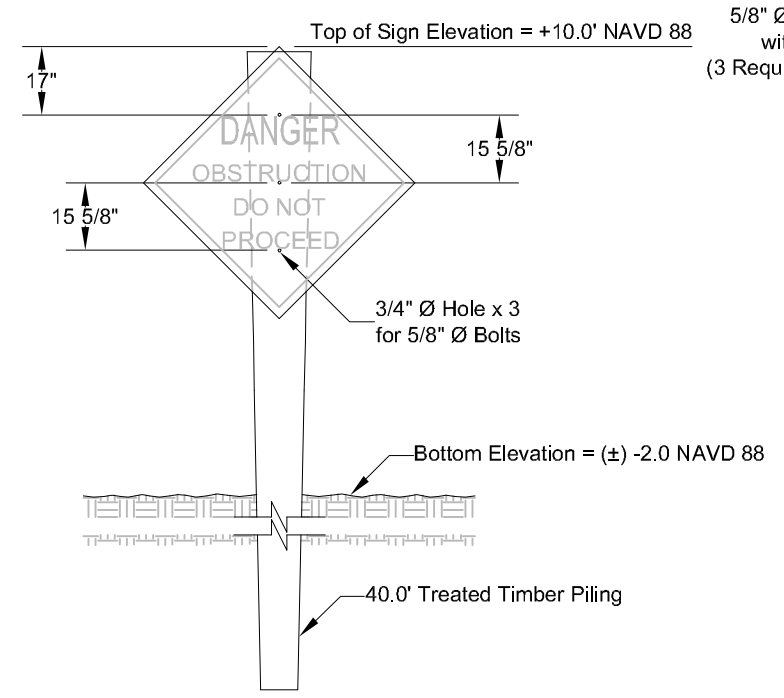
Rock Relocation Area Detail
(Field Fit)



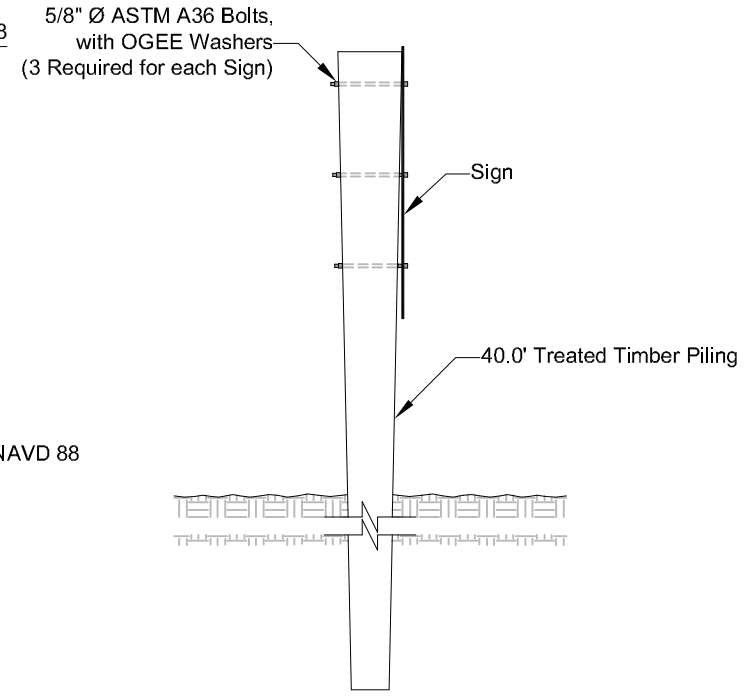
			 PROVIDENCE	COASTAL PROTECTION & RESTORATION AUTHORITY OPERATIONS DIVISION 450 LAUREL STREET BATON ROUGE, LOUISIANA 70801	Cote Blanche Hydrologic Restoration/ School Bus Bayou Project - Wall Extension		Details
					DRAWN BY: LMH	DESIGNED BY: LMH	
REV.	DATE	DESCRIPTION	BY			FEDERAL PROJECT NUMBER:	DATE: June 2014
							SHEET 5 OF 6



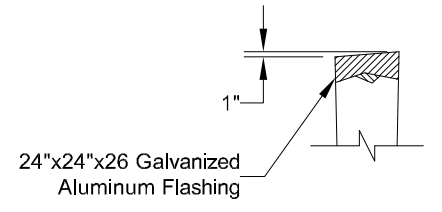
Warning Sign Detail
 Not to Scale



Warning Sign Elevation
 Not to Scale



Warning Sign Side Detail
 Not to Scale



Typical Pile Cap
 Not to Scale

Note
 Signs shall be placed 5.0' off the front toe of the wall.

REV.	DATE	DESCRIPTION	BY



COASTAL PROTECTION & RESTORATION AUTHORITY
OPERATIONS DIVISION
 450 LAUREL STREET
 BATON ROUGE, LOUISIANA 70801

DRAWN BY: LMH DESIGNED BY: LMH

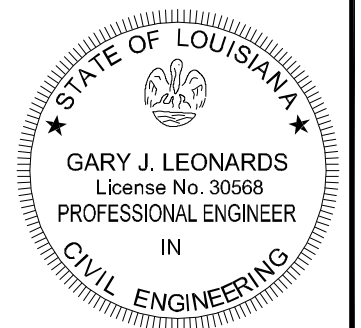
Cote Blanche Hydrologic Restoration/
 School Bus Bayou Project - Wall Extension

STATE PROJECT NUMBER: TV-04
 FEDERAL PROJECT NUMBER:

APPROVED BY: GJL

Warning Sign Details

DATE: June 2014
 SHEET 6 OF 6



Drawing No.: 621-001-8024
 Providence Engineering and Environmental Group LLC