Construction Specifications and Contract Documents

For

South Shore Harbor Finger Pier Repairs

Lakefront Management Authority
Orleans Parish, Louisiana
Project No. E05-22-10

May 2023

STATE OF LOUISIANA
M. B. SHUKLA
REG. No. 17008
REGISTERED
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
May 16, 2023

Prepared by:

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ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Lakefront Management Authority (LMA), 6001 Stars & Stripes Blvd., Suite 219, New Orleans, Louisiana 70126 until 2:00 p.m. on June 16th, 2023.

FOR: **SOUTH SHORE HARBOR FINGER PIER REPAIRS**

Complete Bid Documents for this project are available in electronic and printed form. Printed bid documents are available upon payment of one hundred and fifty dollars ($150.00) per set. Payment for drawings is non-refundable. Electronic bid documents may be obtained without charge and without deposit. Bid Documents may be obtained from:

Design Engineering, Inc.
3330 W. Esplanade Avenue, Suite 205
Metairie, Louisiana 70002
Email: deiengr@dei-engr.com
Phone: (504) 836-2155

All bids shall be accompanied by bid security in the form of certified check, cashier's check, or Bid Bond as prescribed by LA RS 38:2218.A.C, in the amount equal to at least five percent (5%) of the total amount bid and payable without conditions to the Owner as a guarantee that the Bidder, if awarded the Contract, will promptly execute a Contract in accordance with bid proposal and all terms and conditions of the Bid Documents.

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 CST* on *June 5th, 2023* at the
New Orleans Lakefront Airport – 2nd Floor Conference Room
6001 Stars and Stripes Blvd, New Orleans, LA 70126.

A **highly-encouraged jobsite visit** will be held following the Pre-Bid Conference. The jobsite visit is not mandatory, but it is highly encouraged for those submitting a bid. The jobsite visit being conducted by LMA will facilitate access to project features that are located on private property. Outside of the recommended site visit, the Contractor may not have access to the features located on private property.

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

Contact the Lakefront Management Authority at (504) 355-5990 if directions are needed to the Non-Mandatory Pre-Bid Conference or the highly encouraged Jobsite Visit.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of **Heavy Construction**.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Advertise in the New Orleans Advocate 3X

Friday May 19th, 2023
Friday May 26th, 2023
Friday June 2nd, 2023

SECTION INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINITIONS

1.1 The Bid Documents include the following:

- Advertisement for Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Contract Between Owner and Contractor
- Performance and Payment Bond
- Affidavit
- General Provisions
- Special Provisions
- Technical Specifications
- User Agency Documents (if applicable)
- 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 of the Contract are applicable to the Bid Documents, unless otherwise specifically stated or written.

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

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

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

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

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

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

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

ARTICLE 2 – PRE-BID CONFERENCE

2.1 A Pre-Bid Conference 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. Bidders who are not in attendance for the entire Pre-Bid Conference will be considered to have not attended.

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

ARTICLE 3 – BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

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

3.1.2 He has had the opportunity to visit 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. (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 Lakefront Management Authority as stated in the Advertisement for Bids.

4.1.1.1 One (1) set of Plans and Specifications shall be furnished to each Bidder.

4.1.1.2 In addition to the availability of printed Bid Documents, the Lakefront Management 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.

4.1.1.3 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 The Contract and Bonds which govern the Work shall be performed in accordance with the Plans and Specifications. Items not covered in the provided plans and specifications shall be performed in accordance with the Louisiana Standard Specifications for Roads and Bridges, current 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.

4.2.2 Bidders shall promptly notify the Lakefront Management 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.

4.2.3 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Lakefront Management Authority contact person listed in the Advertisement for Bids, to reach him at least seven days prior to the date for receipt of bids.

4.2.4 Any interpretation, correction, or change of the Bid Documents will be made by addendum. Interpretations, corrections, or changes of the Bid Documents made in any

other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.

4.3 Substitutions

4.3.1 The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (La.R.S.38:2295C) 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 emailed or delivered to all who are known by the Lakefront Management 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. The Lakefront Management Authority 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 Lakefront Management 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 Lakefront Management 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 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.

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 the amount identified in the advertisement for bids.

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 Lakefront Management 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 Lakefront Management 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 Lakefront Management 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 envelope. The bid envelope shall be identified on the outside with the name of the bid, 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 Lakefront Management Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

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

Lakefront Management Authority
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126

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 Bidder Requirements

It is the responsibility of each Bidder before submitting a Bid to:

5.4.1 Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;

5.4.2 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;

5.4.3 Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;

5.4.4 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;

5.4.5 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

5.4.6 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 the Bid Documents including all requirements specified in the Advertisement for Bids, the Instruction To Bidders, and the Plans and Specifications.

5.5 Modification or Withdrawal of Bid

5.5.1 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 La. 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".

5.5.2 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.

5.5.3 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. No bid can be withdrawn after the hour set for opening such bid except as provided in LSA-R.S. 38:2214C, i.e. bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the Lakefront Management Authority within forty-eight (48) hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or material used in the preparation of the bid sought to be withdrawn. If the Lakefront Management Authority determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or service, as opposed to a judgment error, and that the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor. A contractor who attempts to withdraw a bid under these provisions shall not be allowed to resubmit a bid on the project (LSA-R.S.38:2214D).

5.5.4 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

6.3.1 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.

6.4 Notice of Award

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

ARTICLE 7 – POST-BID INFORMATION

7.1 Submissions

7.1.1 The Contractor shall submit all required deliverables in conformance with the Bid Documents.

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 be obligated to 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 Lakefront Management Authority within 10 days after the opening of bids.

ARTICLE 8 – PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

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 the total contract price as awarded. 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 Lakefront Management 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 Lakefront Management Authority, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR and PERFORMANCE AND PAYMENT BOND, copies of which are 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.

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

8.3.1 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 Lakefront Management Authority contact person listed in the Advertisement for Bids. No request for payment will be processed until receipt of the Certificate of Recordation.

ARTICLE 9 – FORM OF CONTRACT 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 Lakefront Management Authority, an example of which is bound in the Bid Documents.

9.2 Award

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

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

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Lakefront Management Authority
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126

BID FOR: South Shore Harbor Finger Pier Repairs
Project No. E05-22-10

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:
Design Engineering, Inc. and dated: May 2023.

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

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

_____Dollars ($_____)

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

Alternate No. 1 *(Additional Finger Pier Repairs – Add Alternate)* for the lump sum of:

_____Dollars ($_____)

Alternate No. 2 *(Miscellaneous Repairs – Add Alternate)* 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: Lakefront Management Authority
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126

BID FOR: South Shore Harbor Finger Pier Repairs
Project No. E05-22-10

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

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	LUMP		

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ LIFTING OF FINGER PIER DECK (BASE BID)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2A	20	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ REPAIR OF TIMBER SUBSTRUCTURE (BASE BID)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3A	20	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ RESETTING EXISTING FENDER BOARD			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	35	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ REMOVAL AND REPLACEMENT OF FENDER BOARD			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	21	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ INSTALLATION OF CONCRETE ANCHOR (FENDER BOARDS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6A	442	EACH		

DESCRIPTION:	☒Base Bid or ❑ Alt.# _ REMOVAL AND REPLACEMENT OF LADDER			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
7	24	EACH		

All quantities are estimated. The contractor will be paid upon actual quantities as verified by owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Lakefront Management Authority
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126

BID FOR: South Shore Harbor Finger Pier Repairs
Project No. E05-22-10

DESCRIPTION:	❑Base Bid or ☒ Alt.# 1 LIFTING OF FINGER PIER DECK (ALTERNATE NO. 1)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2B	30	EACH		

DESCRIPTION:	❑Base Bid or ☒ Alt.# 1 REPAIR OF TIMBER SUBSTRUCTURE (ALTERNATE NO. 1)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3B	30	EACH		

DESCRIPTION:	❑Base Bid or ☒ Alt.# 2 INSTALLATION OF CONCRETE ANCHOR (STEEL TIE-DOWN PLATES)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6B	57	EACH		

DESCRIPTION:	❑Base Bid or ☒ Alt.# 2 REMOVAL AND REPLACEMENT OF STEEL TIE-DOWN PLATE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	57	EACH		

DESCRIPTION:	❑Base Bid or ☒ Alt.# 2 STRUCTURAL CONCRETE PATCHING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	50	SQFT		

All quantities are estimated. The contractor will be paid upon actual quantities as verified by owner.

BID BOND
FOR
LAKEFRONT MANAGEMENT AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That_____of_____, as Principal, and_____, as Surety, are held and firmly bound unto the Lakefront Management Authority (Obligee), in the full and just sum of _____, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

South Shore Harbor Finger Pier Repairs

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

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

CONTRACT/PROJECT NAME

South Shore Harbor Finger Pier Repairs

STATE OF LOUISIANA

PARISH OF ORLEANS

ATTESTATIONS AFFIDAVIT

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

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

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

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a Contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record of (R.S.14:67.20)
(d) False accounting (R.S. 14:70)
(e) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication payments (R.S. 14:202)
(i) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2212.10 Verification of Employees

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the Contract, Appearer shall continue, during the term of the Contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the Contract, Appearer shall require all Subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

CONTRACT/PROJECT NAME

South Shore Harbor Finger Pier Repairs

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

CONTRACT BETWEEN OWNER AND CONTRACTOR

BEFORE the undersigned, a Notary Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

The Lakefront Management Authority ("Management Authority" or "Owner"), a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District"), with its office located at 6001 Stars and Stripes Boulevard, New Orleans Lakefront, Terminal Building, Suite 219, New Orleans, Louisiana 70126, appearing through its Executive Director, Jesse D. Noel, duly authorized by a Resolution adopted by the Management Authority, and,

_____ ("Contractor"), a Louisiana _____, with its registered office located at _____, appearing through its sole member and manager, _____;

who declared, that for and in consideration of the payment, hereinafter provided for, to be made by the Management Authority, Contractor agrees and is obligated to furnish all labor, equipment, supplies, materials, and to perform all work necessary for the _____ (the "project"), and all other work required under and in accordance with the Bid by Contractor dated on _____, Contract Documents and Specifications prepared by _____, _____, dated on _____, Project No. _____, and Addenda _____, copies of which are incorporated and made a part hereof (the "work"), for the total price and sum of $_____ (the "Contract Sum"). The Contractor represents that its federal taxpayer identification number is _____.

It is recognized by the parties herein that the 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, Affidavits, Bid Form, Bonds (Bid, Performance, and Payment),any Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, and Change Orders, if any, impose duties and obligations upon the parties herein, and the 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 (Notice to Proceed) and shall be completed within _____ consecutive calendar days from and after the commencement date (the "Contract Time").

Liquidated Damages: For each day the Work remains incomplete beyond the Contract Time, or Extension of Contract Time the sum of _____ dollars ($_____) 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 under this Contract to the Contractor.
The Contractor and Owner waive claims against each other for consequential damages arising out

of or relating to this Contract. This mutual waiver includes damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This Contract shall be governed under and by the laws of the State of Louisiana. Further, the parties acknowledge that this Contract has been entered into pursuant to the Louisiana Public Bid Law, La.Rev.Stat. 38:§2211, et seq. and agree that all terms and conditions required under the Louisiana Bid Law are incorporated herein as if written in their entirety.

The provisions of this Contract shall be enforced, and venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall be in the Civil District Court for the Parish of Orleans, State of Louisiana.

In the event of litigation between the parties concerning this Contract, the parties agree that the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees, expenses and costs against the non-prevailing party.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to terminate this Contract without notice or liability, and, in its discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

This Contract shall not be transferred or assigned by the Contractor without the prior written consent of the Owner.

This Contract constitutes the entire Contract between the Owner and the Contractor and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified or cancelled by a duly written instrument executed by the parties.

All notices required to be given under the Contract Documents shall be in writing and either personally served by hand delivery, sent by United States mail, sufficient postage prepaid, certified mail return receipt requested, or sent by a nationally recognized overnight commercial delivery service, and addressed to the parties at the addresses set forth above in this Contract, and shall be deemed to be given on the day that such Notice is received by the Party to whom it is sent. If notice is sent by Certified Mail and it is refused by the recipient and returned to the Post Office, notice shall be deemed to have been given on the date the recipient rejected the notice by Certified Mail.

Neither the form nor any language of this Contract shall be interpreted or construed in favor of or against either party hereto.

Nothing herein shall be construed as creating any personal liability on the part of any commissioner, public official, or officer or member of the public body which is a party to this Contract, or any of their representatives, agents, staff members, personnel or employees.

If any term or provision of this Contract, or of any of the Contract Documents, or the

application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

The services contracted for are of such a nature, and the size of the contract, is such that Contractor's performance hereunder does not significantly impact Contractor's operations. Should the Contractor be adjudicated a bankrupt or there be the appointment of a Receiver for Contractor, or the filing of a bankruptcy, receivership or respite petition by the Contractor or upon Contractor's suspension, failure or insolvency, in such event, ipso facto, this Contract shall terminate, without any further notice to Contractor and without the Management Authority taking any further action.

The Contract Documents identified herewith, and made part hereof, have been paragraphed "**NE VARIETUR**" by the undersigned Notary for identification herewith. The parties hereto relieve and release the Notary from any and all liability in connection to the terms of the Contract.

This Contract shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

THUS DONE AND PASSED, in multiple originals, on the _____ day of _____, 20_____, in the presence of the undersigned competent witnesses, who signed their names with said appearer and me, Notary, after reading of the whole.

WITNESSES:

_____

_____

_____

_____

OWNER:

LAKEFRONT MANAGEMENT AUTHORITY

BY: _____
LOUIS J. CAPO
EXECUTIVE DIRECTOR

CONTRACTOR:

_____
Contractor (Name)

BY: _____
DULY AUTHORIZED INDIVIDUAL

STATE OF LOUISIANA

PARISH OF ORLEANS

On this _____ day of _____, 20____, before me, the undersigned authority, personally came and appeared:

_____

who declared and acknowledged to me that he executed the foregoing Contract and signed same for the purposes and object therein expressed, acting in the capacity of _____ for _____.

_____
(Signature)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ORLEANS

On this _____ day of _____, 20_____, before me, the undersigned authority, personally came and appeared:

_____

who declared and acknowledged to me that he executed the foregoing Contract and signed same for the purposes and object therein expressed, acting in the capacity of _____ for _____.

_____
(Signature)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

Performance and Payment Bond:

To these presents personally came and intervened_____, herein acting for_____, a corporation, 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 La. 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 Contract in eight (8) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

LAKEFRONT MANAGEMENT AUTHORITY

_____

BY: _____

Louis J. Capo, Executive Director

_____

_____ BY:_____

_____

SURETY:_____

_____

BY:_____
ATTORNEY IN FACT

_____

_____
ADDRESS

_____
TELEPHONE NUMBER

STATE OF LOUISIANA

PROJECT NO. E05-22-10
NAME: South Shore Harbor Finger Pier Repairs

PARISH OF ORLEANS

LOCATION: Orleans Parish, Louisiana

A F F I D A V I T

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

PART I.

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

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

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

PART II.

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

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

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

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

_____
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF _____, 20__.

_____
NOTARY

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PART I1 - GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

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

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

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

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

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

d. Authority: The Lakefront Management Authority (LMA)

e. Authority Representative: On site representative for the Lakefront Management Authority (LMA).

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

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

h. Bidder: The person, association of persons, firm, or corporation submitting an offer or proposal for the Work.

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

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

k. 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.

l. Contract: The written agreement between the Owner and the Contractor which defines

the work to be completed and shall be understood to include all Contract Documents.

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

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

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

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

q. Contracting Agency: The Lakefront Management Authority (LMA).

r. 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.

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

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

u. Engineer: The Lakefront Management Authority~~,~~ or its designee.

v. 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.

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

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

y. 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.

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

aa. 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.

bb. 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.

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

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

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

ff. Owner: The Owner is the Lakefront Management Authority.

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

hh. 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.

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

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

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

ll. 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.

mm. 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.

nn. 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.

oo. State: Louisiana.

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

qq. 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.

rr. 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.

ss. Successful Bidder: The lowest responsible Bidder whom the Owner makes an award.

tt. Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.

uu. 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.

vv. Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.

ww. Work: All work specified herein or indicated on the Plans.

xx. 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 CONTACT INFORMATION

Prior to Bid opening date, the Contractor shall send all questions and requests for clarification or interpretation of the Bid Documents in writing to the attention of the Engineer. The address and contact information are as follows:

Design Engineering, Inc.
3330 W. Esplanade Avenue, Suite 205, Metairie, Louisiana 70002
(504) 836-2155 (Office) / (504) 836-2159 (Fax) /
deiengr@dei-engr.com

After execution of the contract between Owner and Contractor, the successful Contractor shall contact the Engineer concerning contract documentation or questions.

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.

GP-3 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-4 INSURANCE AND BONDS

A. Minimum Scope and Limits of Insurance

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.

1) Worker's Compensation & Employer's Liability

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.

2) Commercial General Liability

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

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

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

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

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

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.

4) Excess Umbrella

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

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.

6) Builders Risk Coverage

Contractor shall procure at its expense a Builder's Risk Insurance policy covering the building and other constructions to be constructed under the Contract with coverage for the full value of the building and other constructions at the time of completion, naming the Owner and Orleans Levee District as additional insured.

7) 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.

B. Other Insurance Provisions

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

i. Worker's Compensation and Employers Liability Coverage

ii. The insurer shall agree to waive all rights of subrogation against the Owner and the Orleans Levee District, their commissioners, officers, agents, and employees for losses arising from Work performed by the Contractor for the Owner.

2) General Liability Coverage

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

ii. The Contractor's insurance shall be primary as respects the Owner and the Orleans Levee District, and their commissioners, officers, agents, and employees. The coverage shall contain no special limitations on the scope of protection afforded to the Owner and the Orleans Levee District, and their commissioners, officers, agents, and employees. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance;

iii. 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.

3) All Coverages

i. 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;

ii. 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;

iii. 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;

iv. 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.

4) Acceptability of Insurers

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

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

C. 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:

Lakefront Management Authority (LMA)
6001 Stars and Stripes Blvd, Suite 219
New Orleans, LA 70126
Attn: Project: E05-22-10

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.

D. 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.

E. 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 Owner, its 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 Owner, its 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 Owner, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

F. Indemnification/Hold Harmless Agreement

The Contractor shall indemnify and save harmless the Owner and the Orleans Levee District and their commissioners, officers, employees, or agents against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any person for loss of life or injury or damage to property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees, while engaged upon or in connection with the Services required or performed by the Contractor under this contract. The obligation of the Contractor to defend the Owner and the Orleans Levee District shall arise upon notice of any such claim to Owner or the Orleans Levee District. The obligations under this provision of this Contract shall survive the expiration or earlier termination of this Contract.

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.

GP-5 NOTICE TO PROCEED AND CONTRACT TIME

The Contractor shall begin the Contract Time upon receipt of the Notice to Proceed and start the Work within thirty (30) calendar days after receipt of the Notice to Proceed from the Owner. The Work shall be conducted using sufficient labor, materials, and equipment as necessary to ensure completion within the Contract Time. The Contract Time for completion of the Base Bid for the Work is provided in the Special Provisions, unless an extension is granted to the Contract Time as specified in GP-45. If the Bid contains an Alternate Bid(s), and the Alternate Bid(s) is awarded and included in the Contract, the Contract Time associated with the Alternate Bid(s) will be as provided in the Special Provisions.

GP-6 WORK PLAN

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

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

b. Typical form for Daily Progress Report;

c. Hurricane and Severe Storm Plan;

d. Site-specific Health and Safety Plan;

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

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

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

h. Survey layout and stakeout;

i. All supplemental items specified in the Special Provisions.

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

GP-7 PROGRESS SCHEDULE

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

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

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

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

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

Monthly Anticipated Adverse Weather Calendar Days											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
13	8	9	5	6	9	9	8	7	3	6	11

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

The Progress Schedule shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in the Special Provisions. The Engineer shall perform a review and have the Contractor make necessary 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-8 DAILY PROGRESS REPORTS

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

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

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

c. Field notes of all surveys;

d. Notes on all inspections;

e. Details of Health and Safety meetings;

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

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

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

i. Notes regarding compliance with the Progress Schedule;

j. Visitor log including Name, organization affiliation, contact number and email.

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-9 HURRICANE AND SEVERE STORM PLAN

11.1 Hurricane and Severe Storm Plan

Hurricane season extends from 1 June to 30 November. The Contractor shall develop and maintain a written Hurricane and Severe Storm Plan. The Plan shall include, but not be limited to, the following:

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

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

c. Equipment list with details on their ability to handle adverse weather. The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

d. The estimated time necessary to secure and evacuate the site including any emergency flood protection.

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

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

g. 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-10 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-11 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-12 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 a date specified by the owner following the Award of the contract. 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-13 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-14 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-15 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-16 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

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

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

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

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

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

d. Instructions by a supplier.

The written clarification shall be filled out appropriately by the Contractor and submitted to the Engineer. The Engineer shall clarify the issue in writing on either the Field Order or a Change Order and submit it to the Contractor.

GP-17 SUBCONTRACTS

The Contractor shall provide the names of all Subcontractors to the Engineer in writing before awarding any Subcontracts. The Contractor shall be responsible for the coordination of

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

GP-18 WORKERS, METHODS, AND EQUIPMENT

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

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

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

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

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

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

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

GP-19 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-20 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-21 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-22 LAND RIGHTS

The Owner has care, custody, control, or sufficient property interests therein for construction and operation, maintenance, repair, rehabilitation, and replacement of this alteration.

GP-23 UTILITIES

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

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s). The Contractor shall also call Louisiana One Call at 1-800-272-3020 a minimum of five (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-24 PERMITS

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

GP-25 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-26 OWNER INSPECTION

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

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

GP-27 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-28 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-29 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-30 ENVIRONMENTAL PROTECTION

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

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

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

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

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

When any item having apparent historical or archeological interest is discovered in the course of any construction activities, then no work will proceed in the area containing these cultural resources until a CEMVN archaeologist has been notified and final coordination with the State Historic Preservation Officer and any federally-recognized Tribes has been completed. The Contractor will leave the archeological find undisturbed and shall immediately report the find to the Authority so that the proper authorities may be notified.

GP-31 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-32 PAYMENT OF TAXES

The Contractor shall be solely responsible for all taxes and duties that maybe levied under existing State, Federal, and local laws arising in connection with the Contractor's receipt of payments made pursuant to this Agreement 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-33 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-34 NAVIGATION

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

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

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

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

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

GP-35 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-36 MARINE VESSELS AND MARINE ACTIVITIES

All marine vessels operated by the Contractor shall possess a valid United States Coast Guard (USCG) inspection certificate and current American Bureau of Shipping (ABS) Classification. All officers and crew shall possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.

All marine vessels not subject to USCG certification or ABS Classification shall be inspected annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS). All inspections shall be documented using an appropriate report format. At a minimum, the inspections shall evaluate the structural integrity of the vessel and comply with the National Fire Protection Association Code No. 302- Pleasure and Commercial Motor Craft. The most recent inspection report shall be posted in a public area on board each vessel.

GP-37 (RESERVED)

GP-38 (RESERVED)

GP-39 (RESERVED)

GP-40 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-41 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-42 SUBMITTALS

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

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

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

The Contractor shall maintain a submittal register for the project in accordance with the specifications. The submittal register shall show items or equipment and materials for which submittals are required by the specifications; this submittal register may not be all inclusive and additional submittals may be required. The Authority will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Authority will be included in its export file to the Contractor. The Contractor shall track all submittals.

GP-43 CLAIMS FOR EXTRA COST

The Contractor is expected to complete the Work for the Contract Price specified in the Contract 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 work. 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-44 ALTERATION OF THE CONTRACT AND COMPENSATION

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

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

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

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

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

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

GP-45 EXTENSION OF CONTRACT TIME

The Contractor is expected to complete the Work within the Contract Time specified in the Bid Documents. A legitimate increase of the Contract time may be requested by the Contractor throughout the course of the Work. This Claim must be submitted to the Engineer in writing within fourteen (14) days of the event which caused the time delay to the Contractor. If an extension of Contract Time involves an increase in Contract Price, both claims shall be submitted together. The Contractor shall justify the increase of the Contract Time in the Claim using supporting data and calculations. The Engineer may deny the claim if there is insufficient information to make a determination. 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-46 TIME EXTENTIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with GP-7 and GP-46. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:

9.1 The weather experienced at the Project Site during the Contract Time must be found to be unusually severe; that is, more severe than the adverse weather anticipation for the Project Site during any given month as listed in GP-7;

9.2 The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor. Throughout the Contract, the Contractor will record on the Daily Progress Report, the actual occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month) be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of anticipated days, the Engineer may grant an extension of Contract Time, giving full consideration for equivalent fair-weather work days, in accordance with GP-46.

GP-47 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE

47.1 TERMINATION FOR CAUSE

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

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

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

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

d. The Work is discontinued; or

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

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

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

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

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

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

If the Contractor or Surety does not remedy all conditions cited in the written notice within two (2) days after receiving such a notice, except as provided in sub-section h. above, the Contractor will be in default and the Owner shall remove the Contractor from the Work. If the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment or enter into a new Contract in order to complete the Work.

If the Contractor is placed into default, all costs incurred by the Owner for completing the Work will be deducted from the payment due the Contractor, including any costs, expenses and attorney fees incurred in connection with the completion of the work, without prejudice to other remedies the Owner may have under this Contract. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

47.2 TERMINATION FOR CONVENIENCE

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

GP-48 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-49 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-50 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-51 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-52 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-53 LIABILITY FOR DAMAGES AND INJURIES

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Orleans Levee District, 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 an 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 Owner 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 the intentional acts or gross negligence of the Owner, Engineer and their officers, employees, representatives, and/or agents.

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-54 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-55 SUBSTANTIAL COMPLETION AND NOTICE OF ACCEPTANCE

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, if applicable, identifying the remaining items that must be completed before final payment. The Contractor shall then file the executed Notice of Acceptance with the Clerk of Court in the Parish where the work is performed and shall 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.

In accordance with Louisiana Revised Statutes Title 38, Section 2248(B), any punch list generated during this project shall include the cost estimates for the particular items of work based on the mobilization, labor, material, and equipment costs of each punch list item. The Owner 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 expiration of the forty-five-day retainage period provided for under the Louisiana Public Works Act and delivery of a clear Lien & Privilege Certificate. La.Rev.Stat. 38:2248, et seq.

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-56 FINAL INSPECTION AND ACCEPTANCE

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

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

GP-57 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-58 COMPLETION OF CONTRACT

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

GP-59 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.

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

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

    2. Wear and tear under normal usage.

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

    1. Observations by the Owner or Engineer; or

    2. Recommendations by the Engineer or payment by the Owner; or

    3. Use of the Work by the Owner; or

    4. Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or

    5. Any inspection, test, or approval by others; or

    6. Any correction to non-conforming work by the Owner.

GP-60 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 Civil District Court for the Parish of Orleans, State of Louisiana.

GP-61 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 material men 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.

In accordance with Louisiana Revised Statutes Title 38, Section 2248(A), payment of the retainage held by the Owner shall be made forty-five (45) days after recordation of acceptance of the work in the office of the Clerk of Court, Ex-Officio Recorder of Mortgages for the Parish of Orleans, State of Louisiana and after delivery by the Contractor to the Owner of a Certificate

from the Clerk of Court, Ex-Officio Recorder of Mortgages for the Parish of Orleans showing that no liens or claims have been filed in connection with the work, except for punch list items that have not been completed, which will be paid after completion of the punch list items. The cancellation of all liens and claims that might be recorded, growing out of this Contract, shall be at the cost and expense of the Contractor, and the cost of same may be retained by the Owner from payments due or to become due until the liens and claims are cancelled by the Contractor.

GP-62 PAYMENTS WITHHELD

In addition to the percentage provided for in Section GP-61 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 the Special Provisions, from any amounts which may be due and owing the Contractor for work performed under the contract.

GP-63 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-64 DISADVANTAGED BUSINESS ENTERPRISES

It is the established policy of the Management Authority to provide reasonable opportunities for Disadvantaged Business Enterprises to compete for or perform on contracts let by the Management Authority. Toward this end, the Management Authority encourages, to the extent feasible, the structuring of major projects into categories which may be commensurate with the capabilities of Disadvantaged Business Enterprises and actively encourages major prime contractors to provide opportunities for these businesses to become involved as subcontractors. The goal for participation is 18%.

"Disadvantaged Business Enterprise" means a small business organized for profit performing a commercially useful function which is owned and controlled by one or more DBE individuals or businesses. Owned and controlled means a business in which one or more DBE owns at least fifty-one percent, or in the case of a corporation, at least fifty-one percent of the voting stock and controls at least fifty-one percent of the management and daily business operations of the business.

Whenever the decision is made to sublet any of the work required under this Contract, affirmative steps should be taken to include small business and disadvantaged/women owned business participation. A list of certified firms in each specialized field may be obtained from the Louisiana Department Of Transportation. Affirmative steps shall include the following:

1. Including qualified small and disadvantaged/women businesses on solicitation lists.

2. Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and disadvantaged/women business participation.

4. Where the requirements permit, establishing delivery schedules which will encourage participation by small and disadvantaged/women businesses.

5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

The Contractor is requested to submit a statement to the Owner detailing its efforts to comply with the DBE goal.

GP-65 EQUAL EMPLOYMENT OPPORTUNITY

The LMA 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-66 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 or her is otherwise entitled.

GP-67 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.

GP-68 LOUISIANA FIRST HIRING ACT

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

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

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

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

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

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Work to be performed is located at 6701 Stars and Stripes Blvd., New Orleans, Louisiana 70126 along Lake Pontchartrain and adjacent to New Orleans Lakefront Airport.

The Project Site is accessible via land and water (Lake Pontchartrain). A vicinity map and project map have been included in the Plans.

SP-2 CONTRACT TIME AND LIQUIDATED DAMAGES

The Work (Base Bid and any Alternates selected by the Owner) shall be commenced on a date to be specified in a written order of the Owner (Notice to Proceed) and shall be completed within one hundred eighty (180) consecutive calendar days from and after the commencement date (the "Contract Time").

For each day the Work remains incomplete beyond the Contract Time, or Extension of Contract Time the sum of five hundred dollars ($500.00) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due under this Contract to the Contractor.

SP-3 COORDINATION OF WORK

The Contractor shall coordinate all construction operations with the Owner to minimize disruptions to marina operations. The Contractor shall only work at one main pier at a time (i.e., the Contractor is not permitted to work at multiple main piers simultaneously). The Contractor shall begin work at Main Pier 1 and work at main piers in ascending order, ending at Main Pier 8 (i.e., work from southwest to northeast). The Contractor shall not begin work at a main pier until all work associated with the previous main pier is completed (i.e., work at Main Pier 2 shall not begin until all work associated with Main Pier 1 is completed, work at Main Pier 3 shall not begin until all work associated with Main Pier 2 is completed, etc.).

A minimum of fourteen (14) days of advance notice shall be provided to the Owner and Engineer prior to beginning work at a finger pier to allow for relocation of boats from the affected finger pier and adjacent finger piers if necessary.

SP-4 AWARD OF CONTRACT

Award of Contract is expressly conditioned upon the receipt of funding for the project from the Federal Emergency Management Agency ("FEMA"). The Management Authority reserves the right to reject all bids for just cause in accordance with Louisiana R.S. 38:2214, et seq.

SP-5 ALLOWABLE WORKING HOURS

All Work at the project site shall be performed between 6:00 AM and 6:00 PM, Monday through Friday. Work on weekends and legal holidays is not permitted unless requested in advance and approved in writing by the Owner. Emergency work required to maintain public safety and/or protect property on the project site may be performed outside of the allowable working hours but shall be continuously coordinated with the Owner and Engineer.

SP-6 OPINION OF PROBABLE CONSTRUCTION COST (OPCC) RANGE

Range of the OPCC for Base Bid:	$800,000.00 to $1,100,000.00
Range of the OPCC for Alternate No. 1:	$800,000.00 to $1,150,000.00
Range of the OPCC for Alternate No. 2:	$40,000.00 to $60,000.00

END OF PART II – SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

SECTION 01

MOBILIZATION

1.1 DESCRIPTION:

Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of offices, buildings, and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

1.2 MEASUREMENT:

Mobilization will be measured for payment as a lump sum.

1.3 PAYMENT:

Payment for Mobilization will be made at the contract lump sum price in accordance with the payment schedule of Table 1-1 up to a maximum of ten (10) percent of the original total contract amount including this item, and shall include all labor, materials, equipment, tools, and incidentals required to correctly complete the work in accordance with the Plans and Specifications. Payment of any remaining amount will be made upon completion of all work under the contract.

Table 1-1
Mobilization Payment Schedule

Percent of Total Contract Amount Earned	Allowable Percent of Lump Sum Price for Mobilization
1st Partial Pay Estimate	25
10	50
25	75
50	100

No payment adjustments will be made for this item due to changes in the work.

Payment will be made under:

Item No.	Pay Item	Pay Unit
1	Mobilization	Lump Sum

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 02

REMOVAL OF FINGER PIER COMPONENTS

2.1 DESCRIPTION:

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely remove and dispose of the following components as indicated on the Plans, detailed in this Specification, and directed by the Engineer: timber substructures, fender boards, ladders, steel tie-down plates, and all associated hardware (e.g., bolts, nuts, washers, concrete anchors, steel mounting clips/straps, etc.). All removed components shall become the property of the Contractor and shall be disposed of off-site in accordance with all federal, state, and local laws, rules, regulations, and ordinances. The Contractor is hereby warned that all existing timber components are treated with Chromated Copper Arsenate (CCA) and shall be disposed of in accordance with American Wood Protection Association (AWPA) M4, Standard for the Care of Preservative-Treated Wood Products.

Any existing components specified to remain that are damaged during removal operations shall be repaired by the Contractor to the satisfaction of the Owner and Engineer and at no additional cost and/or time to the Owner. Damage is defined as any change to a component which permanently decreases the capacity and/or reduces the life span of the component and includes, but is not limited to: splitting, crushing, warping, and/or fracture of timber components; permanent yielding, bending, warping, twisting, deformation, and/or fracture of steel components; and spalling, cracking, chipping, and/or crushing of concrete components. Whether or not damage has occurred will be determined by the Owner and/or Engineer.

2.2 REQUIREMENTS:

2.2.1 Removal of Timber Substructures

Prior to removing timber substructure components, lift existing finger pier concrete deck and provide temporary shoring and bracing as necessary in accordance with Technical Specifications Section 03. Remove and dispose of all existing single pile timber substructure components (except for existing timber piles), including but not limited to: treated timber beams, bracing, and blocking; steel tie-down plates; bolts,

nuts, and washers; and concrete anchors. Existing timber piles shall remain and shall not be damaged during timber substructure removal operations.

2.2.2 Removal of Fender Boards

Remove and dispose of all fender board components, including but not limited to: treated timber fender boards, concrete anchors, nuts, and washers. Cut concrete anchors flush with the concrete surface and patch with approximately 1/8" thick of structural concrete patching material.

2.2.3 Removal of Ladder

Remove all ladder components, including but not limited to: treated timber side rails and rungs; steel mounting clips and straps; bolts, nuts, and washers; and concrete anchors. Cut concrete anchors flush with the concrete surface and patch with approximately 1/8" thick of structural concrete patching material.

2.2.4 Removal of Steel Tie-Down Plates

Remove all steel tie-down plate components, including but not limited to: steel plates, bolts, concrete anchors, nuts, and washers. Cut concrete anchors flush with the concrete surface and patch with approximately 1/8" thick of structural concrete patching material.

2.3 MEASUREMENT AND PAYMENT:

2.3.1 Removal of Timber Substructures

This item shall not be measured for separate payment. The cost of all labor, materials, equipment, tools, and incidentals required to complete this item shall be included in Item 3A, Repair of Timber Substructure (Base Bid) or Item 3B, Repair of Timber Substructure (Alternate No. 1), as applicable.

2.3.2 Removal of Fender Boards

This item shall not be measured for separate payment. The cost of all labor, materials, equipment, tools, and incidentals required to complete this item shall be included in Item 4, Resetting Existing Fender Board or Item 5, Removal and Replacement of Fender Board, as applicable.

2.3.3 Removal of Ladders

This item shall not be measured for separate payment. The cost of all labor, materials, equipment, tools, and incidentals required to complete this item shall be included in Item 7, Removal and Replacement of Ladder.

2.3.4 Removal of Steel Tie-Down Plates

This item shall not be measured for separate payment. The cost of all labor, materials, equipment, tools, and incidentals required to complete this item shall be included in Item 8, Removal and Replacement of Steel Tie-Down Plate.

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 03

TIMBER SUBSTRUCTURE REPAIRS

3.1 DESCRIPTION:

3.1.1 Lifting of Finger Pier Deck

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to develop a satisfactory finger pier deck lifting plan and correctly and safely lift and lower existing finger pier concrete decks to facilitate timber substructure repairs in accordance with the Plans and Specifications.

3.1.2 Repair of Timber Substructure

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely remove existing timber substructure components and install timber substructure components in accordance with the Plans and Specifications.

3.2 MATERIALS:

3.2.1 Timber Members

All timber members, including beams, braces, and blocking, shall be Southern Pine, No. 1 grade or better, shall be surfaced four sides (S4S), and shall be treated with a minimum retention of Chromated Copper Arsenate (CCA) of 2.50 pounds per cubic foot of timber. The Contractor may submit a proposed alternate wood species and/or preservative treatment to the Engineer for review and approval; however, the Engineer reserves the right to reject any proposed alternate.

All timber members shall be produced in accordance with applicable American Wood Protection Association (AWPA) specifications and the most current version of the "Production Guide – Best Management Practices for the Use of Preserved Wood in Aquatic and Sensitive Environments" issued by Western Wood Preservers Institute (WWPI), Southern Pressure Treaters' Association (SPTA), Southern Forest Products Association (SFPA), Wood Preservation Canada (WPC), and the Creosote Council. Timber grades shall be determined by visual grading in accordance with The Southern Pine Inspection Bureau (SPIB) visual grading rules or other Engineer approved grading methods. Treatment shall conform to AWPA P23, Standard for Chromated Copper

Arsenate Type C (CCA-C) and AWPA M3, Standard for the Quality Control of Preservative Treated Products for Industrial Use.

3.2.2 Steel Tie-Down Plates

See Plans for steel tie-down plate material requirements.

3.2.3 Timber Bolts, Hex Bolts, Nuts, and Washers

See Plans for timber bolt, hex bolt, nut, and washer material requirements.

3.2.4 Concrete Anchors

See Technical Specifications Section 05 for concrete anchor material requirements.

3.3 SUBMITTALS:

3.3.1 Finger Pier Deck Lifting Plan

Submit a finger pier deck lifting plan designed, sealed, signed, and dated by a licensed Professional Civil Engineer registered in the state of Louisiana and experienced in similar work no less than thirty (30) calendar days prior to commencing associated construction operations, including, at a minimum, the following:

- Design specifications used (e.g., AWC NDS, ACI 318, etc.);
- Loads, capacities, and related structural calculations, including but not limited to: dead loads, which shall assume a unit weight for concrete of one hundred fifty (150) pounds per cubic foot; construction live loads; wind loads; load factors; resistance factors; capacity of lifting equipment; consideration of load eccentricity during lifting; assumed load path for redistributing loads during lifting; and consideration of existing main pier and finger pier capacities and their ability to accommodate the redistribution of loads, which shall assume a compressive strength of existing concrete equal to no greater than four thousand (4,000) pounds per square inch and a yield strength of existing deformed reinforcing steel equal to no greater than sixty thousand (60,000) pounds per square inch, unless otherwise adequately justified by the engineer(s) responsible for developing the finger pier deck lifting plan;
- Temporary shoring and bracing, including but not limited to: locations and capacities of temporary shoring and bracing; locations and capacities of temporary anchorages, if applicable; and methods for patching holes and returning existing components to their original capacities at locations of temporary anchorages, if applicable;
- Equipment information, including but not limited to: product information of all lifting equipment (including controls proposed for use); and

- Shop drawings detailing the design of the finger pier deck lifting system, including but not limited to: the lifting and lowering method; the sequence of finger pier deck lifting and lowering; the number of finger pier decks to be lifted at one time; the estimated time that each finger pier deck will remain lifted prior to being lowered; the maximum height each finger pier deck will be raised to accommodate construction operations; safety measures and procedures; and proposed temporary signs, barricades, and fencing to protect the safety of the public.

The finger pier deck lifting plan shall provide adequate justification (engineering analyses, calculations, etc.) that the means and methods for lifting and lowering will not cause damage to the main piers and/or finger piers. Damage is defined in Technical Specifications Section 02.

If the Owner and Engineer reject a finger pier deck lifting plan, the Owner and Engineer will notify the Contractor of any flaws that were identified and require rectification. Flaws that will warrant rejection of the finger pier deck lifting plan include, but are not limited to: failure of the design to be in accordance with applicable design specifications, such as AWC NDS, ACI 318, ASCE/SEI 37, etc., including misapplication of general structural engineering theory not specifically described therein; errors in calculations; and assumptions determined by the Owner and/or Engineer to threaten the stability of the structure and/or the life safety of employees, bystanders, etc. The Contractor shall not be entitled to any additional compensation or time as a result of rejection of submitted finger pier deck lifting plans. The Contractor shall revise and resubmit any rejected finger pier deck lifting plans.

3.3.2 Timber Members

Submit timber member product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: documentation from supplier certifying the species, grade, size, and treatment of timber members.

3.3.3 Steel Tie-Down Plates

See Technical Specifications Section 07 for steel tie-down plate submittal requirements.

3.3.4 Timber Bolts, Hex Bolts, Nuts, and Washers

Submit timber bolt, hex bolt, nut, and washer product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: documentation from supplier certifying the ASTM

designation, grade, heat number, lot number, size, and galvanization and associated mill test reports (MTRs).

3.3.5 Concrete Anchors

See Technical Specifications Section 05 for concrete anchor submittal requirements.

3.4 REQUIREMENTS:

3.4.1 Lifting of Finger Pier Deck

The engineer(s) responsible for designing the finger pier deck lifting plan shall be present during finger pier deck lifting operations for the first finger pier deck to be lifted and be available to the Contractor and Engineer for consultation in the case of unforeseen problems throughout the duration of the Project.

Prior to removing existing steel tie-down plates, install temporary shoring and bracing as necessary to prevent unintended movement and/or damage of existing finger pier decks during construction due to rising and falling tides, inclement weather, hurricanes, vessel impact, and/or other causes. Existing finger pier decks that become displaced during construction operations shall be reset to their original position by the Contractor at no additional cost and/or time to the Owner.

Lift finger pier decks in accordance with the finger pier deck lifting plan. The Contractor shall be solely responsible for his/her finger pier deck lifting plan and its correct and safe implementation.

3.4.2 Timber Substructure Repairs

After lifting finger pier deck, remove existing timber substructure components and concrete anchors in accordance with Technical Specifications Section 02 and as directed by the Engineer. Furnish and install timber beams, braces, blocking, and post, steel tie-down plates, timber bolts, hex bolts, nuts, washers, and concrete anchors. Following completion of timber substructure repairs, lower finger pier deck to uniformly bear on timber substructure.

3.5 MEASUREMENT:

3.5.1 Lifting of Finger Pier Deck

This item will be measured per each finger pier deck correctly and safely lifted and lowered to its required position and shall include all engineering costs associated with

development of a finger pier deck lifting plan, all necessary temporary shoring and bracing, and all other related costs.

3.5.2 Timber Substructure Repair

This item will be measured per each timber substructure correctly and completely furnished and installed and shall include all associated steel tie-down plates, concrete anchors, timber bolts, hex bolts, nuts, and washers. Steel tie-down plates for timber substructure repairs shall not be measured for separate payment and will not be paid for under Item 8, Removal and Replacement of Steel Tie-Down Plate (i.e., Item 8 only applies to removal and replacement of steel tie-down plates at locations other than timber substructure repairs). Concrete anchors for timber substructure repairs shall not be measured for separate payment and will not be paid for under Item 6A, Installation of Concrete Anchor (Fender Boards) or Item 6B, Installation of Concrete Anchor (Steel Tie-Down Plates) (i.e., Items 6A and 6B only apply to concrete anchor installation at locations other than timber substructure repairs).

3.6 PAYMENT:

Payment for lifting of finger pier decks and repair of timber substructures will be made at the contract unit price and shall include all labor, materials, equipment, tools, and incidentals required to complete the items. Payment will be made under:

Item No.	Pay Item	Pay Unit
2A	Lifting of Finger Pier Deck (Base Bid)	Each
2B	Lifting of Finger Pier Deck (Alternate No. 1)	Each
3A	Repair of Timber Substructure (Base Bid)	Each
3B	Repair of Timber Substructure (Alternate No. 1)	Each

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 04

FENDER BOARDS

4.1 DESCRIPTION:

4.1.1 Resetting Existing Fender Board

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely reset partially detached existing fender boards in accordance with the Plans and Specifications.

4.1.2 Removal and Replacement of Fender Board

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely remove and dispose of existing fender boards and furnish and install timber fender boards and concrete anchors in accordance with the Plans and Specifications.

4.2 MATERIALS:

4.2.1 Timber Fender Boards

All timber fender boards shall be Southern Pine, No. 2 grade, shall be surfaced four sides (S4S), and shall be treated with a minimum retention of Micronized Copper Azole (MCA) of 0.23 pounds per cubic foot of timber. The Contractor may submit a proposed alternate wood species and/or preservative treatment to the Engineer for review and approval; however, the Engineer reserves the right to reject any proposed alternate.

All timber members shall be produced in accordance with applicable American Wood Protection Association (AWPA) specifications and the most current version of the "Production Guide – Best Management Practices for the Use of Preserved Wood in Aquatic and Sensitive Environments" issued by Western Wood Preservers Institute (WWPI), Southern Pressure Treaters' Association (SPTA), Southern Forest Products Association (SFPA), Wood Preservation Canada (WPC), and the Creosote Council. Timber grades shall be determined by visual grading in accordance with The Southern Pine Inspection Bureau (SPIB) visual grading rules or other Engineer approved grading methods. Treatment shall conform to AWPA

P61, Standard for Micronized Copper Azole (MCA) and AWPA M3, Standard for the Quality Control of Preservative Treated Products for Industrial Use.

4.2.2 Concrete Anchors

See Technical Specifications Section 05 for concrete anchor material requirements.

4.3 SUBMITTALS:

4.3.1 Timber Fender Boards

Submit timber fender board product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: documentation from supplier certifying the species, grade, size, and treatment of fender boards.

4.3.2 Concrete Anchors

See Technical Specifications Section 05 for concrete anchor submittal requirements.

4.4 REQUIREMENTS:

4.4.1 Resetting Existing Fender Board

Inspect partially detached existing fender boards for damage, such as wood rot/decay and splitting, and existing concrete anchors for damage, such as corrosion and deformation. The Engineer will determine whether an existing fender board and its associated existing concrete anchors may be reused or if an existing fender board and its associated existing concrete anchors shall be removed and replaced.

Remove existing concrete anchors in accordance with Technical Specifications Section 02 and as directed by the Engineer. Realign existing timber fender board and install concrete anchors.

4.4.2 Removal and Replacement of Fender Board

Remove existing timber fender board and concrete anchors in accordance with Technical Specifications Section 02 and as directed by the Engineer. Furnish and install timber fender board and concrete anchors. Timber fender boards shall be one continuous piece of timber for single span finger piers and shall be two equally sized, continuous pieces of timber for double span finger piers.

4.5 MEASUREMENT:

4.5.1 Resetting Existing Fender Board

This item will be measured per each existing fender board correctly and completely reset.

4.5.2 Removal and Replacement of Fender Board

This item will be measured per each fender board correctly and completely furnished and installed.

4.6 PAYMENT:

Payment for resetting existing fender boards and removal and replacement of fender boards will be made at the contract unit price and shall include all labor, materials, equipment, tools, and incidentals required to complete the items. The cost of all labor, materials, equipment, tools, and incidentals required to furnish and install concrete anchors for fender boards shall be included in Item 6A, Installation of Concrete Anchors (Fender Boards). Payment will be made under:

Item No.	Pay Item	Pay Unit
4	Resetting Existing Fender Board	Each
5	Removal and Replacement of Fender Board	Each

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 05

CONCRETE ANCHORS

5.1 DESCRIPTION:

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely install concrete anchors into existing finger pier concrete decks to secure fender boards and steel tie-down plates.

5.2 MATERIALS:

See Plans for concrete anchor material requirements.

5.3 SUBMITTALS:

Submit concrete anchor product data sheet and ICC-ES Evaluation Report no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following information: anchor type, size, length and material properties.

5.4 REQUIREMENTS:

Install concrete anchors at the locations shown on the Plans and as directed by the Engineer in accordance with the manufacturer's printed installation instructions (MPII) and written recommendations. Install concrete anchors for fender boards to adequate depth in existing finger pier concrete decks such that the countersunk head does not protrude past the outer surface of the corresponding fender board. Follow manufacturer's written recommendations for installing concrete anchors through timber fender boards and into concrete substrate, including considerations for preventing damage to timber fender boards during drilling. If timber fender boards are damaged during concrete anchor installation, replace timber fender boards at no additional cost and/or time to the Owner. Install concrete anchors for steel tie-down plates to adequate depth in existing finger pier concrete decks such that the hex head is in firm contact with the steel tie-down plate.

Drilling into or through existing concrete deck reinforcement is prohibited. If existing reinforcement is accidentally drilled into or through, cease drilling operations immediately and notify the Engineer for instruction. Any partial holes that encounter existing reinforcement shall be patched with structural concrete patching material at no additional cost and/or time to the Owner. Damage to existing reinforcement, as determined by the Engineer, shall be repaired to the satisfaction of the Owner and Engineer and at no additional cost and/or time to the Owner.

5.5 MEASUREMENT:

Concrete anchors will be measured per each concrete anchor correctly and completely furnished and installed.

5.6 PAYMENT:

Payment for concrete anchors will be made at the contract unit price and shall include all labor, materials, equipment, tools, and incidentals required to complete this item. Payment will be made under:

Item No.	Pay Item	Pay Unit
6A	Installation of Concrete Anchor (Fender Boards)	Each
6B	Installation of Concrete Anchor (Steel Tie-Down Plates)	Each

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 06

LADDERS

6.1 DESCRIPTION:

This item consists of furnishing all labor, equipment, materials, tools, and incidentals required to perform all operations necessary to correctly and completely remove and dispose of existing ladders and furnish and install aluminum ladders in accordance with the Plans and Specifications.

6.2 MATERIALS:

6.2.1 Ladder

All ladders shall be retractable ladders constructed of marine grade aluminum with a minimum load capacity of 650 pounds. All ladders shall comply with OSHA Standard Number 1926.1053 and have slip resistant rungs.

6.2.2 Ladder Concrete Anchors

All ladder concrete anchor details, including but not limited to type (injection epoxy adhesive, mechanical, etc.), material properties, number, size, embedment depth, and location shall be provided by the ladder manufacturer. Ladder concrete anchors shall have a capacity that is equal to or greater than the maximum loads that the ladder is rated for and shall be galvanically compatible with the ladder.

6.3 SUBMITTALS:

6.3.1 Ladders

Submit ladder product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: product data sheet (if applicable); shop drawings describing material properties, such as ASTM designation and grade, component dimensions, such as rail and rung size and spacing, connection details, such as weld types, sizes, locations, and attachment locations; and manufacturer certification that ladder satisfies all applicable OSHA requirements. The Engineer reserves the right to

reject any submitted product that the Engineer deems incapable of satisfying the requirements of the Plans, Specifications, and/ or design criteria.

6.3.2 Ladder Concrete Anchors

Submit ladder concrete anchor product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: product data sheet; ICC-ES Evaluation Report and Manufacturer's Printed Installation Instructions (MPII); shop drawings describing the type, material properties, size, number, embedment depth, and locations of concrete anchors; and manufacturer certification that the concrete anchor capacity is equal to or greater than the maximum loads that the ladder is rated for and galvanically compatible with the ladder. The Engineer reserves the right to reject any submitted product that the Engineer deems incapable of satisfying the requirement of the Plans, Specifications, and/ or design criteria.

6.4 REQUIREMENTS:

Prior to fabricating ladders, review reference drawings of existing finger pier concrete decks and use rebar scanning equipment to assist with locating ladder concrete anchor locations and avoid conflicts with existing finger pier concrete deck reinforcement. The step across distance from the nearest edge of the ladder to the nearest edge of the finger pier shall not be more than 12 inches or less than 2½ inches. Install ladders in accordance with the manufacturer's written instructions and recommendations and OSHA requirements.

Drilling into or through existing concrete deck reinforcement is prohibited. If existing reinforcement is accidentally drilled into or through, cease drilling operations immediately and notify the Engineer for instruction. Any partial holes that encounter existing reinforcement shall be patched with structural concrete patching material at no additional cost and/or time to the Owner. Damage to existing reinforcement, as determined by the Engineer, shall be repaired to the satisfaction of the Owner and Engineer and at no additional cost and/or time to the Owner.

Following installation, verify that the retractable feature of ladders functions properly. Nonfunctioning ladders shall be repaired or replaced to the satisfaction of the Owner at no additional cost and/or time to the Owner.

6.5 MEASUREMENT:

This item will be measured per each ladder correctly and completely installed.

6.6 PAYMENT:

Payment for removal and replacement of ladders will be made at the contract unit price and shall include all labor, materials, equipment, tools, and incidentals required to complete the item. Payment will be made under.

Item No.	Pay Item	Pay Unit
7	Removal and Replacement of Ladder	Each

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 07

REMOVAL AND REPLACEMENT OF STEEL TIE-DOWN PLATE

7.1 DESCRIPTION:

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely remove and dispose of corroded steel tie-down plates and furnish and install steel tie-down plates, bolts, nuts, and washers in accordance with the Plans and Specifications.

7.2 MATERIALS:

7.2.1 Steel Tie-Down Plates

See Plans for steel tie-down plate material requirements.

7.2.2 Hex Bolts, Nuts, and Washers

See Plans for hex bolt, nut, and washer material requirements.

7.2.3 Concrete Anchors

See Technical Specifications Section 05 for concrete anchor material requirements.

7.3 SUBMITTALS:

7.3.1 Steel Tie-Down Plates

Submit steel tie-down plate product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: documentation from supplier certifying the ASTM designation, grade, heat number, lot number, and size and associated mill test reports (MTRs).

7.3.2 Hex Bolts, Nuts, and Washers

Submit hex bolt, nut, and washer product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: documentation from supplier certifying the ASTM

designation, grade, heat number, lot number, size, and galvanization and associated mill test reports (MTRs).

7.3.3 Concrete Anchors

See Technical Specifications Section 05 for concrete anchor submittal requirements.

7.3.4 Neoprene Washers

Submit proposed neoprene washer product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: documentation from supplier certifying that washer is capable of isolating stainless steel from galvanized steel.

7.4 REQUIREMENTS:

Prior to removing an existing steel tie-down plate, install temporary shoring and bracing as necessary to prevent unintended movement and/or damage of existing finger pier decks during construction due to rising and falling tides, inclement weather, hurricanes, vessel impact, and/or other causes. Existing finger pier decks that become displaced during construction operations shall be reset to their original position by the Contractor at no additional cost and/or time to the Owner.

Remove existing steel tie-down plates in accordance with Technical Specifications Section 02 and as directed by the Engineer. Furnish and install steel tie-down plates, hex bolts, nuts, washers, and concrete anchors.

7.5 MEASUREMENT:

This item will be measured per each steel tie-down plate correctly and completely furnished and installed and shall include all associated hex bolts, nuts, and washers.

7.6 PAYMENT:

Payment for removal and replacement of steel tie-down plates will be made at the contract unit price and shall include all labor, materials, equipment, tools, and incidentals required to complete this item. The cost of all labor, materials, equipment, tools, and incidentals required to furnish and install concrete anchors for steel tie-down plates shall be included in Item 6B, Installation of Concrete Anchor (Steel Tie-Down Plates).

Payment will be made under:

Item No.	Pay Item	Pay Unit
8	Removal and Replacement of Steel Tie-Down Plate	Each

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 08

STRUCTURAL CONCRETE PATCHING

8.1 DESCRIPTION:

This item consists of furnishing all labor, materials, equipment, tools, and incidentals required to perform all operations necessary to correctly and completely prepare and patch concrete spalls in accordance with the Plans and Specifications.

8.2 MATERIALS:

See Plans for structural concrete patching material requirements.

8.3 SUBMITTALS:

Submit structural concrete patching product information no less than fourteen (14) calendar days prior to commencing associated construction operations, including, at a minimum, the following: structural concrete patching material (and bonding agent if applicable) product data sheets, manufacturer's written instructions and recommendations, and certification from manufacturer that structural concrete patching material and bonding agent are compatible with one another.

8.4 REQUIREMENTS:

Repair designated areas shown on the Plans and as directed by the Engineer and/or Owner. The Engineer and/or Owner will designate areas to be repaired in the field. Quantities of Structural Concrete Patching may vary from the estimated quantities presented in the Plans based on field conditions. The Engineer and Owner reserve the right to determine which areas warrant repair, as well as which areas do not warrant repair.

Prepare spalls, install bonding agent, and install structural concrete patching material in accordance with the manufacturer's written instructions and recommendations.

8.5 MEASUREMENT:

This item will be measured per square foot of structural concrete patching material correctly and completely installed. When a repair involves multiple surfaces, such as a corner, measurement will be made on all surfaces repaired.

8.6 PAYMENT:

Payment for structural concrete patching will be made at the contract unit price and shall include all labor, materials, equipment, tools, and incidentals required to correctly complete the item. Payment will be made under:

Item No.	Pay Item	Pay Unit
9	Structural Concrete Patching	Square Foot

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 09

UTILITIES PROTECTION

9.1 DESCRIPTION:

The Contractor shall be responsible for protecting the existing utilities at all times throughout construction operations, including but not limited to electrical (conduits, conductors, lights, cabinets, connections, etc.), water (pipes, fittings, connections, etc.), and fire suppression (pipes, fittings, hydrants, connections, etc.).

9.2 SUBMITTALS:

9.2.1 Pre-Construction Utilities Inspection

Submit a pre-construction inspection form no less than fourteen (14) calendar days prior to commencing construction operations, including, at a minimum, the following: project site map and labeled locations and photographs of any observed damage to existing utilities.

9.2.2 Post-Construction Utilities Inspection

Submit a post-construction inspection form no more than fourteen (14) calendar days after completing construction operations, including, at a minimum, the following: project site map and labeled locations and photographs of any observed damage to existing utilities.

9.3 REQUIREMENTS:

9.3.1 Utilities Inspection

Complete a pre-construction inspection of the existing utilities with the Engineer or Resident Project Representative present. Clearly record the date of the inspection and the locations of any utilities that appear to be damaged or not functioning on the inspection form. Take photographs of any observed damage to existing utilities and include these photographs with the inspection form with labels clearly indicating the type and location of the utility featured in each photograph. Following the inspection, submit the inspection form to the Owner and Engineer for review and approval.

Following completion of work, complete a post-construction inspection of the existing utilities with the Engineer or Resident Project Representative present. Clearly record the date of the inspection and the locations of any utilities that appear to be damaged or not functioning on the inspection form. Take photographs of any observed damage to existing utilities and include these photographs with the inspection form with labels clearly indicating the type and location of the utility featured in each photograph. Following the inspection, submit the inspection form to the Owner and Engineer for review and approval.

9.3.2 Utilities Protection

Protect the existing utilities at all times during construction. Prior to beginning work, identify all utilities attached to finger piers. Prior to finger pier lifting operations, properly and safely disconnect utilities as needed to prevent damage when raising, moving, and lowering finger piers. Any utilities disconnected by the Contractor to facilitate finger pier lifting shall be properly and safely reconnected by the Contractor after such operations are completed. Any utilities that were shown to be undamaged and functioning properly on the pre-construction inspection form but are shown to be damaged and/or functioning improperly on the post-construction inspection form will be considered to have been damaged during construction and shall be repaired and/or replaced to the satisfaction of the Owner and Engineer at no additional cost and/or time to the Owner.

9.4 MEASUREMENT AND PAYMENT:

This item shall not be measured for separate payment. The cost of all labor, materials, equipment, tools, and incidentals required to complete this item shall be included in Item 1, Mobilization.

END OF SECTION