



# **FLOOD PROTECTION AUTHORITY–EAST**

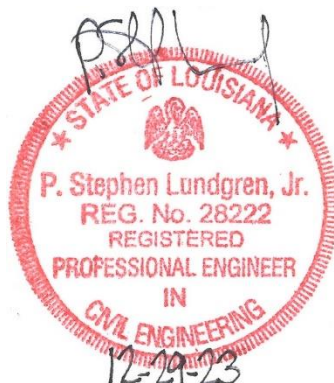
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## **MITIGATION OF OUTFALL CANAL EROSION 17<sup>TH</sup> STREET CANAL (VETERANS BLVD. TO OLD HAMMOND HWY.)**

**FPA-E Project No.: O2430326**

Prepared by  
Evans-Graves Engineers, Inc.  
909 Poydras Street, Suite 3050  
New Orleans, LA 70112

The Southeast Louisiana Flood Protection Authority – East  
6920 Franklin Ave. New Orleans, Louisiana 70122  
Tel: 504-286-3100



# **CONTRACT FOR MATERIAL AND LABOR**

FOR THE CONSTRUCTION

OF

Project No. O2430326

Mitigation of Outfall Canal Erosion

17<sup>th</sup> Street Canal (Veterans Blvd. to Old Hammond Hwy.)

This Agreement, made in multiple sections as indicated in the Table of Contents and entered into in multiple counterparts, effective on the date last executed by a party hereto, by and between:

SOUTHEAST LOUISIANA PROTECTION AUTHORITY – EAST

(Henceforth FPA)

and

NAME OF CONTRACTOR

(Contractor)

WITNESSES:

That, for and in consideration of payments hereinafter stipulated to be made to Contractor by the FPA Contractor and Surety (hereinafter appearing) hereby agree and bind themselves jointly, severally and in solido at their own cost to furnish all labor and materials, equipment, transportation and other facilities, necessary and requisite to perform, construct, complete and deliver in a substantial and workmanlike manner, to the entire satisfaction of the FPA representative, hereinafter called "Engineer," all of the work called for, embraced and described in the Plans and Specifications of the FPA and according to the Bid of Contractor, for the construction of

Project No. O2430326

Mitigation of Outfall Canal Erosion

17<sup>th</sup> Street Canal (Veterans Blvd. to Old Hammond Hwy.)

in the manner and in strict accordance with said Plans and Specifications and Bid, as accepted by the FPA and in accordance with the Notice of Award as follows, to wit:

(a) The Notice of Award dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024, a copy of which is annexed hereto and made part of this agreement as fully as if herein at length.

(b) The specifications dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024, are hereto annexed and made a part of this agreement as fully as if written herein at length and are marked for identification "Specifications for Project No. O2430326: Mitigation of Outfall Canal Erosion, 17<sup>th</sup> Street Canal (Veterans Blvd. to Old Hammond Hwy.)."

(c) The Plans issued with said Specifications are hereto annexed and made part of this agreement and are initialed by the parties hereto for identification.

(d) The Bid of Contractor dated the XX<sup>th</sup> day of \_\_\_\_\_ and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ 2024, and

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, 2024,

is hereto annexed and made a part of this agreement.

Contractor hereby agrees to commence work under this agreement on the date or dates as set forth in the aforesaid Notice of Award, and to complete all work under this agreement on or before the dates as therein set forth, subject to the assessment of ascertained and liquidated damages as set forth in the Bid of Contractor. Contractor agrees that ascertained and liquidated damages shall automatically apply against Contractor without the necessity or formality of putting Contractor in default therefor, and Contractor, further agrees that the FPA shall have the right to retain from any monies due Contractor, or which may become due, an amount sufficient to pay such ascertained and liquidated damages.

That for and in consideration of the faithful performance by Contractor of all the singular obligations herein assumed by, or imposed upon, Contractor by this agreement, the FPA shall make payment to Contractor, in the manner and at the time or times set forth in the Specifications and in accordance with Contractor's Bid, but

nothing herein shall prevent the FPA, if it sees fit, from making payments to Contractor, without the consent of Surety, in amounts or at different times than fixed herein.

The Table of Contents list documents, which are integral parts of this Contract. The Table of Contents may not be a complete listing of all Contract documents.

**THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY – EAST**

Mitigation of Outfall Canal Erosion  
17<sup>th</sup> Street Canal (Veterans Blvd. to Old Hammond Hwy.)

FPA-E Project No. O2430326

Contract Documents Prepared by  
Evans-Graves Engineers, Inc.  
909 Poydras Street, Suite 3050  
New Orleans, LA 70112

Dated  
December 29, 2023

# CONTRACT FOR MATERIAL AND LABOR

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DNR COASTAL USE PERMIT P20230661

CORPS OF ENGINEERS PERMIT MVN 2019-01298 EDM  
(9/25/2023)

CORPS OF ENGINEERS LNO 2015-0071 (8/9/2023)

CPRA LNO 13914 (2/2/2015)

**ADDENDA**

## INVITATION TO BID

Project No. O2430326

### MITIGATION OF OUTFALL CANAL EROSION

17<sup>TH</sup> STREET CANAL (VETERANS BLVD. TO OLD HAMMOND HWY.)

The Southeast Louisiana Flood Protection Authority – East (a.k.a. FPA, a.k.a. Owner) will receive sealed bids at the Front Reception Desk, located at 6920 Franklin Ave, New Orleans, LA 70122, on Tuesday, January 30, 2024 until 2:00 P.M. local time. All Bids must be in accordance with the Bidding Documents on file with and issued by Evans-Graves Engineers, Inc. Following this time, the bids will be opened, and publicly read aloud. Bids received after the above specified time **will not** be considered.

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

Bids shall be submitted on forms provided by the Owner. Envelopes containing bids and bid guarantee shall be sealed, marked with the Project Name, and with the Contractor's name as it appears on the License and the Louisiana contractor's license number (Unless a contractor's license is not required).

The work consists of furnishing all labor, material, and equipment for construction of erosion mitigation within the 17<sup>th</sup> Street Canal from Veterans Blvd. to Old Hammond Hwy., as well as any related and incidental materials and work, as per the drawings and specifications provided in this bid document. The site is located on the 17<sup>th</sup> Street Canal at Veterans Blvd. to Old Hammond Hwy. in New Orleans, Louisiana. The opinion of probable construction costs for the project will be made available at the time of bid opening, either by posting such estimate electronically or announcing aloud such estimate at the bid opening.

Complete Drawings, Specifications, and Contract documents may be obtained from the Office of Evans-Graves Engineers, Inc., 909 Poydras Street, Suite 3050, New Orleans, LA 70112 on a payment of a non-refundable fee by check or money order only, payable to Evans-Graves Engineers, Inc. In accordance with La. R.S. 38:2212. Fees for these sets shall be set at a rate of Fifty Dollars (\$50.00). Bidders may also check to see if <https://www.centralauctionhouse.com/> or if [www.floodauthority.org](http://www.floodauthority.org) website contain downloadable electronic versions. See Instructions to Bidders for details. The FPA make no assertion that all bid documents, addenda, etc. are available online. It is the responsibility of the bidder to ensure they have all said documents via the directions spelled out above. Any addenda, documents, Q&A, etc. that are available after this letting are only available via the contact listed above and will be issued to the Official Plan Holder list, maintained by said contact.

Deposit on the first set is fully refundable to all bona fide prime Bidders upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. Fifty percent (50%) of the deposit of all other sets of documents will be refunded upon return of documents, in good condition, no later than ten (10) days after receipt of bids, as stated above.

If a request for Contract documents is made through U.S. mail or other delivery services, bidder must furnish a street mailing address and will be responsible for service and postage fees.

### **PRE-BID CONFERENCE.**

A pre-bid conference will be held on Thursday, January 11, 2024 at 10:00am US Central Time. Bidders are urged to attend. This is NOT a mandatory meeting.

### **PRE-BID SITE VISIT.**

- There will be a Site Visit.
  - This visit is not Mandatory
  - Visitors are responsible for furnishing their own (as needed) hard hat, safety vest, protective safety glasses, and proper foot attire for any Site Visits.
  - The Flood Protection Authority assumes no responsibility or liability for the safety of those in attendance.

### **LICENSING**

Bids will only be accepted by those contractors complying with state licensing laws for contractors, La. R.S. 37:2163. On any bid submitted in the amount of \$50,000 or more, Contractor shall hold at the time of bid opening, a valid license issued by the Louisiana Licensing Board for Contractors for the required classification of work. This project is classified as Heavy Construction, Municipal and Public Works Construction, or Highway, Street, and Bridge Construction.

It is the responsibility of the bidder to determine the proper job classification and to possess the proper license.

Upon demand by the FPA, Contractors desiring to bid shall submit evidence that they hold license of proper classification and in full force and effect.

Objection to the required classification should be filed in accordance with La. R.S. 37:2163 as stated by the Louisiana Licensing Board for Contractors.

### **BID AND PERFORMANCE BONDS**

All bids must be accompanied by bid security equal to five percent (5%) of the cost of the Contract price of work to be done for the Base Bid plus all additive Alternate Bid prices, by certified check, cashier's check or Bid Bond Form written by a surety

company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact.

The Bid Bond shall be in favor of the following, as applicable:

- "Southeast Louisiana Flood Protection Authority – East" (for all Projects) and
- "Orleans Levee District"

The Bid Bond shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The bidder to whom the Contract is awarded shall also be required to furnish a performance bond equal to 100% of the total amount of the bid. The bid bond must be furnished in accordance with the requirements of La. R.S. 38:2218, and the performance bond in accordance with the provisions of La. R.S. 38:2219.

The furnished Payment and Performance bond shall be at no cost to the FPA.

The Bond shall be signed by the surety's agent or attorney-in-fact.

**SUBCONTRACTORS, DISADVANTAGED BUSINESS ENTERPRISES (DBE), AND SMALL BUSINESS ENTERPRISES (SBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE)**

Work in the amount of at least sixty percent (60%) of total amount of Contract as awarded shall be performed by the Prime Contractor at the construction site or within its own shop, plant, or yard with its own employees.

FPA is an equal opportunity public entity and as such, invites and encourages DBE(s), SBE(s), and WBE(s) to submit bids on its projects. See General Conditions on DBE(s), SBE(s), and WBE(s).

**BIDDING AND WITHDRAWAL OF BID**

Bidder is required to comply with provisions and requirements of La. R.S.38:2212. Bids may be withdrawn or revised by the bidder prior to bid opening. Bids may only be withdrawn after bid opening due to 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, if clear and convincing sworn, written evidence of such errors is furnished to the public entity within 48 hours of bid opening in accordance with La. R. S. 38:2214.

**LOCAL ADVERTISEMENTS**

This advertisement will be published in the following periodicals:

PERIODICAL(S): .....DATE:

THE NEW ORLEANS ADVOCATE .... **January 3, 2024**

.....and **January 10, 2024**

.....and **January 17, 2024**

DAILY JOURNAL OF COMMERCE ... **January 8, 2024**

## **FLOOD PROTECTION AUTHORITY – EAST**

### **PRECONSTRUCTION INFORMATION**

For general information or for questions related to bidding, please contact:

Ryan Foster, P.E.

Engineering Manager, Flood Protection Authority - East

Phone: (504) 286 - 3100 ext. 3157

E-mail: [rfoster@floodauthority.org](mailto:rfoster@floodauthority.org)

For general information or for questions related to the project, please contact

P. Stephen Lundgren, Jr., P.E.

Deputy Chief Engineer, Evans-Graves Engineers, Inc.

Phone: (504) 836 - 8190 ext. 5542

E-mail: [slundgren@evans-graves.com](mailto:slundgren@evans-graves.com)

All questions regarding the project, plans, or specification shall be in **Writing** and will be answered in Addenda. See Invitation to Bid for instructions on obtaining Contract Documents, Addenda, etc.

**The deadline to submit technical questions before bid opening is JANUARY 23, 2024 at 09:00 AM.**

This individual is not authorized to and shall not render legal opinions or advice. No information will be given regarding the proper evidence of corporate authority as required in this bid. Each bidder is advised to consult his own counsel for such information.

Please be advised that this individual is not the legal representatives of the FPA.

## INSTRUCTIONS TO BIDDERS

**GENERAL.** The Southeast Louisiana Flood Protection Authority – East (FPA) accepts bids via one of two methods – either electronically or via hard copy in compliance with La. R.S. 38:2211 et.seq. When an electronic bid is submitted, Contractor shall follow policies and procedures of the service authorized to transmit electronic bids on the FPA’s behalf. This is bookmarked to “

**BID FORM.** The bid shall be submitted only on the LOUISIANA UNIFORM PUBLIC WORK BID FORM provided in the documents, and if required with the accompanying UNIT PRICE FORM if unit prices are incorporated into the base bid, fully filled in, with no blanks, deletions, alterations, or qualifications, and shall be signed by a duly authorized officer of the legal entity submitting the bid.

Bidders' attention is directed to La. R.S. 37:2163 which provides that on any bid the Contractor shall display his active license number on the envelope. For this project, the Louisiana contractor must hold at the time this bid is opened a valid, active license issued by the Louisiana Licensing Board for Contractors for Heavy Construction, Municipal and Public Works Construction, or Highway, Street, and Bridge Construction.

**SUBMITTAL OF BID.** The proposal form is bound with the specifications, and all are an integral part of each proposal. The proposal form may be detached and submitted separately to the designated office below either in a sealed envelope or electronically (as noted below).

Bids or revisions to bids will not be accepted via email.

**For bids submitted as hard copy,** the bid, sealed in an envelope, shall be delivered to the Flood Protection Authority, Attention Engineering Department, 6920 Franklin Ave., New Orleans, Louisiana 70122. The envelope shall also be marked “BID”, and further identified by the project name and project number, as indicated on the advertisement. The submittal must be received prior to the time stipulated in the project advertisement for receipt of sealed bids.

The bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Bid Total, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture, Authority of Signature Evidence in accordance with La RS 38:2212 and Louisiana Contractors License Number, and on public works projects where unit prices are utilized, their inclusion in the bid form. Other documentation and information required shall be furnished by all bidders at a later date and time, in accordance with the Bidding Documents.

**For bids submitted electronically,** bid-related materials may be found online and electronic bids may be submitted online at [www.centralbidding.com](http://www.centralbidding.com). The FPA make no assertion that all bid documents, addenda, etc. are available online. It is the



responsibility of the bidder to ensure they have all said documents via the directions spelled out in the Invitation to Bid.

Bidder shall scan and upload the proposal form in accordance with the requirements of the website. The FPA shall not be responsible if a bidder cannot complete and submit an electronic bid because of failure or incomplete delivery of the files submitted via the internet. Bidders shall be responsible for receiving confirmation that the bid was successfully delivered prior to the deadline stated in the Bidding Documents.

Bids shall be submitted to the correct project and corresponding project number, as indicated in the Invitation to Bid. Should there be any discrepancy in the project number online and Invitation to Bid, Contractor shall immediately notify the FPA Project Manager and the FPA Director of Engineering.

Bidders' attention is also directed to La. R.S. 38:2212, which provides that all bids for either labor and materials or for materials alone, which are required by law to be duly advertised, shall be hand-delivered to the awarding authority with a written receipt given to the deliverer, sent by registered or certified mail with a return receipt requested, or submitted electronically to the website indicated above.

**SUBMITTAL OF BID.** Any proposal documents not signed by the Contractor will not be accepted by the FPA. If the proposal is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the person authorized to sign. If the proposal is made by a corporation, it shall be signed by the name of the corporation followed by the signature of the officer authorized to sign, and the printed designation of the office he holds in the corporation.

Electronic bid signature shall adhere to Louisiana State Bid Laws and LAC 4: XV.701.

Sample contract form, bond form, affidavit form, and check list enclosed are not required to be filled in or attached to Proposal Form by bidder.

**DEPOSIT WITH BID.** Each bid shall be accompanied by the deposit of a certified check, a cashier's check, or a bid bond of a corporate Surety authorized to do business in the State of Louisiana, in the amount of five percent (5%) of the cost of the Contract price of work to be done for the Base Bid plus all additive Alternate Bid prices, payable to The Southeast Louisiana Flood Protection Authority – East, and applicable Levee Board(s) (see Invitation to Bid), as a guarantee that the bidder will, if awarded the Contract, enter into the notarial Contract described below.

If a bid bond is furnished, it must be accompanied by a power of attorney of the Surety company indicating that the individual who signed the bond had the corporate authority to do so. Requirements governing current rating of the Surety company furnishing the bid bond shall be in accordance with the requirements of La. R. S. 38:2218.

Deposits or bid bonds will be returned to unsuccessful bidders soon after the award of the Contract, and to the successful bidder when it has executed the Contract and has furnished the required performance and payment bond. If the successful bidder fails to furnish the performance and payment bond as required, its deposit shall be forfeited to the FPA as ascertained, admitted and liquidated damages, and/or a claim shall be made against the Surety on the bid bond.

**ARITHMETIC DISCREPANCIES IN BID PRICE.** The following methods may be used to resolve any arithmetic discrepancies found on bid forms as submitted by bidders:

- Obviously misplaced decimal points will be corrected.
- In the event of a discrepancy between the unit price, the extended price, and/or the total bid price, **the unit price shall govern.**
- Apparent errors in the addition of lump sum and extended unit prices will be corrected.
- It shall be noted that it is not the responsibility of the Owner or Consultant to fix any errors in the Contractor's bid. Any edits are at the sole discretion of the Owner.

## **WITHDRAWAL OR REVISION OF BID.**

### **Prior to Opening of Bids**

A bidder may withdraw or revise a proposal after it has been deposited with FPA, provided the request for such withdrawal or revision is received by the FPA prior to the time for opening of bids.

### **After Opening of Bids**

Bids with patently obvious, unintentional, and/or 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 a bidder if clear and convincing **sworn, written evidence** of such errors is furnished to the FPA **within forty-eight (48) hours** of the bid opening excluding Saturdays, Sundays, and legal holidays by affidavit. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. Otherwise, the bidder shall forfeit the bid bond or bid deposit.

A bidder who attempts to withdraw a bid under the provisions stated above **shall not** be allowed to resubmit a bid on the project. If the bid withdrawn is the lowest bid, the next lowest bid shall be considered for acceptance.

**EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK.** The FPA prepares and makes available to prospective bidders a complete set of Contract documents which will enable any competent contractor to properly execute all work required on the project.

Prior to submitting a proposal, bidders are expected to examine carefully these Contract documents in its entirety, including order of work, phasing, and potential impact to operations of the FPA and others at the site, and conditions existing and/or likely to exist during the time of the work, and its possible effect on receipt and storage of materials, difficulties in performing the work, and rate of progress.

Bidders are warned to visit and inspect the site of work and acquaint themselves thoroughly with conditions, especially weather including wind, flood, tides, wave action, flora & fauna in the area, etc., as the FPA assumes no responsibility whatever for information furnished the Contractor and does not guarantee its correctness, but the Contractor shall assume full responsibility for his equipment, materials and work as no claim will be entertained in the case of loss due to any cause whatsoever.

Bidders shall make themselves aware of possible site storm and hydraulic conditions, soil conditions, traffic conditions, etc.

**LICENSED CONTRACTORS.** In all cases coming under La. R.S. 37:2163, bids will be considered only if they meet the requirements thereof, and the loan of the Contract documents or any part thereof to persons, firms, or corporations other than those so qualified under the law is for such general information as is needed by the said parties in whatever relationship they may have with this project.

**INFORMALITIES.** The Total Base Bid shall be submitted on the LOUISIANA UNIFORM PUBLIC WORK BID FORM furnished with the project documentation, completely filled in, and signed by a duly authorized officer of the legal entity submitting the bid. The LOUISIANA UNIFORM PUBLIC WORK BID FORM and the accompanying UNIT PRICE FORM (if used) shall be completely filled in without any removal, modification, or deletion. Failure to comply with these requirements or the introduction of other informalities, such as alteration of specified time schedule or completion dates, may be considered cause for rejection of the bid. Failure to sign the bid as hereinabove provided or failure to submit required bid security, including the power of attorney, with the bid bond, shall also constitute cause for rejection of the bid.

**REJECTION OF BIDS.** FPA may reject any and all bids for just cause per Public Bid Law in accordance with La. R.S. 38:2214 (B).

**CONTRACT BE LET AS WHOLE.** Unless otherwise specifically stated in the Specifications, the contract will be let as whole. No bid shall be considered in which all items have not been priced by the bidder.

**ADDITIONAL DOCUMENTATION REQUESTED IN FPA'S SPECIFICATIONS (POST-BID OPENING).** The apparent low bidder is required to furnish to the FPA any other information or documentation as set out in these specifications, including the Attestation Affidavit, the Affidavit of Non-Collusion, the E-Verification Form, requisite insurance certificates, and the payment and performance bond **within ten**

**(10) calendar days after the bid opening.** The apparent low bidder may submit such information at any time prior to the expiration of the ten (10) calendar day period as long as it is received in the Office of Evans-Graves Engineers, Inc., 909 Poydras Street, Suite 3050, New Orleans, LA 70112, during normal business hours. If the Engineer does not receive the information as required by these specifications, the apparent low bidder shall be declared not-responsive and shall be disqualified and its bid rejected on the grounds that it is not a responsive, in accordance with La. R.S. 38:2212 (3).

Note that, although these instructions list specific items that are required, it is solely the bidder's responsibility to stay abreast of changes in public bid law and to ensure compliance with La. R.S. 38:2212 and all other statutes related to public bid law.

#### **AFFIDAVIT OF NON COLLUSION, ATTESTATION CLAUSE AND AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM.**

Pursuant to the provisions of La. R.S. 38:2224, the successful bidder is required to execute an affidavit attesting that the public Contract was not and will not be secured through employment or payment of any solicitor. In addition, the apparent low bidder shall be required to attest by written affidavit that he, she, or it has not been convicted or has not entered a plea of guilty or *nolo contendere* to any of the state crimes or equivalent federal crimes listed in La. R.S. 38:2227. If applicable, the apparent low bidder shall attest by written affidavit that no partner, officer, director, or similar official, who owns at least 10% ownership in the corporation submitting the bid has been convicted or has entered a plea of guilty or *nolo contendere* to any of the state crimes or equivalent federal crimes listed in La. R.S. 38:2227. Bidders' attention is also directed to the provisions of La. R.S. 38:2212.10 which provides that a private employer shall not bid on or otherwise Contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit attesting that it is registered and participates in a status verification system to verify that all new employees and subcontractors in the state of Louisiana are legal citizens of the United States or are legal aliens.

Bidders must therefore be prepared to provide to the FPA's contract administrator within ten (10) calendar days after the bid opening certain documents, including for every contract the AFFIDAVIT OF NON-COLLUSION (The Ethics Affidavit), the ATTESTATION CLAUSE (Regarding Past Criminal Convictions of Bidders), the E-VERIFICATION FORM, PERFORMANCE and PAYMENT BONDS, and WRITTEN PROOF OF THE ABILITY TO OBTAIN ALL REQUIRED INSURANCE, as set out in the specifications. Any other documents required for a specific type of contract must be provided within this ten (10) calendar day time frame. **Failure to comply with this deadline will cause the bidder to be deemed non-responsive as described above.**

**ADDITIONAL INFORMATION.** The bidder's attention is directed to the information and requirements set forth in General and Special Conditions of the specifications wherein a general description of the work, the project site, conditions under which work is to be performed, and which are expected to exist during the Contract period are set forth. If, after studying the plans and specifications and visiting the site, a bidder desires more detailed information, it may make inquiry for such from Evans-Graves Engineers, Inc., 909 Poydras Street, Suite 3050, New Orleans, LA 70112, see also, Project Preconstruction Information above.

Please be advised that, with reference to General Conditions (provisions for Protection of Work & Property), in those instances when it is deemed necessary to provide uniformed, armed, fully commissioned police officers to provide security or traffic control at the work site, the members of the FPA's Orleans Levee District Police Department and East Jefferson Levee District Police Department have full police powers applicable in the parishes of Orleans, Jefferson and St. Bernard commissioned pursuant La. R.S. 38:326, and legally permitted to accept outside assignments when not on duty. **FPA Officers shall have the right of first refusal for all police and security details associated with the project.**

**JOINT VENTURE CONTRACTS.** In the event that a joint venture bid is submitted and accepted, the Contract shall be executed by authorized representatives of all parties of the joint venture. One of the parties of the joint venture shall be designated and authorized to represent all parties in said joint venture in the coordination and scheduling of the work and receipt of notices for work to be performed together with all other correspondence. However, it shall be specifically understood that such representation will in no manner relieve the other parties to the joint venture of the responsibilities under all of the terms and conditions of the Contract. The bid shall be signed by all parties of the joint venture, together with "Title in Firm" of each. All payments and billings under the Contract will be in the name of the joint venture.

Under La. R.S. 37:2163 and 37:2150.1 (4) (a) (laws for the licensing of contractors), all parties undertaking or attempting to submit a bid shall have an active license issued by the Louisiana State Licensing Board for Contractors whenever the Contract bid price is \$50,000 or more.

**PRICES BID.** The FPA utilizes the State of Louisiana's LOUISIANA UNIFORM PUBLIC WORK BID FORM as required by law. On this form, as provided, the amount shown as the TOTAL BASE BID is the lump sum amount for any and all work required by the Bidding Documents (including any and all unit prices designated to be part of the TOTAL BASE BID in the Bidding Documents). The UNIT PRICE FORM, accompanying the Louisiana Uniform Public Work Bid Form, shall be used for any and all work required by the Bidding Documents and described in the Special Conditions (Article on Quantities and Prices if a Unit Price Form is Provided) as an estimated quantity to be field measured to determine actual quantities used. All quantities mentioned are approximate and for bidding purposes only. Contractor's payment will

be based on these quantities verified by the FPA at the unit prices stated in the Unit Price Form.

DO NOT ADD THE UNIT PRICES SHOWN ON THE UNIT PRICE FORM, SINCE THE TOTAL BASE BID SHOWN ON THE LOUISIANA UNIFORM PUBLIC WORK BID FORM WILL ALREADY INCLUDE THESE AMOUNTS.

Payment to the successful bidder for work listed on the UNIT PRICE FORM will be made only for the actual quantities of work performed and accepted by the FPA in accordance with the Contract. The estimated quantity may be increased, decreased or deleted after award of Contract in accordance with the provisions of the Contract documents.

Prices bid shall be complete so as to cover every cost expense, tax or charge incurred by Contractor in performance of the Contract, including but not limited to any and all sales and use taxes payable by Contractor and which might otherwise be charged against the FPA.

Contractor's bid price shall include provisions for Contractor retaining possession of all materials and equipment not specified to be salvaged for the FPA and such materials and equipment shall become the property of Contractor for its use, salvage, disposal or sale. All removals and disposals of regulated materials and/or materials containing regulated substances must be in accordance with all local, state and federal environmental and worker safety (OSHA) regulations.

**AWARD OF CONTRACT TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.** The FPA will award the Contract to the lowest responsive bidder that has bid the lowest amount shown as the TOTAL BASE BID on the Louisiana Uniform Public Work Bid Form in accordance with the Bidding Documents as advertised, including any and all addenda, provided such lowest responsive bidder is also found to be responsible. The right is reserved to award the Contract as hereinabove provided or to reject all bids for just cause as provided by law and advertise for new proposals. Whenever one or more alternate bids are shown on the Louisiana Uniform Public Work Bid Form, alternates, if accepted, shall be accepted in the order in which they are listed on the Uniform Public Work Bid Form. Determination of the low bidder shall be made on the basis of the sum of the Total Base Bid and the additive or deductive alternate or alternates accepted by the FPA. The FPA reserves the right to accept alternates in any order, provided that in doing so, it does not affect the determination of the low bidder.

If time is bid by the Contractor, all bids will be corrected in accordance with the Liquidated Damage paragraph of the proposal; otherwise, no correction is necessary if the Southeast Louisiana Flood Protection Authority – East established the time of the contract.

Any award of Contract made shall be to the lowest qualified bidder whose bid complies with all requirements prescribed within forty-five (45) calendar days after opening proposals. However, when the Contract is to be financed by bonds which are required to be sold after receipt of bids, or when the Contract is to be financed in whole or in part by federal, state or other funds not available at the time bids are received, the time will not start until receipt of federal or state concurrence or concurrence of the other funding source. Award will be within forty-five (45) calendar days after the sale of bonds or receipt of concurrence in award from the federal or state agency or other funding source. The successful bidder will be notified by letter mailed to the address shown on the Bid Form that the bidder is awarded the Contract.

The award of Contract for projects financed either partially or entirely with state bonds will be contingent on approval by the State Bond Commission.

On projects involving federal or state funds, the award of Contract will also be contingent on concurrence by the appropriate federal or state agency.

The Southeast Louisiana Flood Protection Authority – East will review and request approval of contract award by Board Resolution.

The FPA reserves the right to cancel the award of Contract at any time before execution of the Contract by all parties without any liability.

**PREFERENCE IN LETTING CONTRACTS.** Louisiana resident contractors shall be granted preference over contractors domiciled in another state, in accordance with La. R.S. 38:2225.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** SLFPA - East  
6920 Franklin Ave  
New Orleans, LA 70122

**BID FOR:** Mitigation of Outfall Canal Erosion  
17<sup>th</sup> Street Canal  
(Veterans Blvd. to Old Hammond Hwy.)  
**Project Number:** O2430326

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: Evans-Graves Engineers, Inc., 909 Poydras Street, Suite 3050, New Orleans, LA 70112 and dated: **December 29, 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** (N/A) the lump sum of:

N/A Dollars (\$ N/A \_\_\_\_\_)

**Alternate No. 2** (N/A) the lump sum of:

N/A Dollars (\$ N/A \_\_\_\_\_)

**Alternate No. 3** (N/A) the lump sum of:

N/A Dollars (\$ N/A \_\_\_\_\_)

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

NAME OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

TO: SLFPA – East  
6920 Franklin Ave  
New Orleans, LA 70122

BID FOR: Mitigation of Outfall Canal Erosion  
17th Street Canal  
(Veterans Blvd. to Old Hammond Hwy.)  
Project Number: O2430326

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:	_x_ Base Bid or ___Alt. # ____	MOBILIZATION AND DEMOBILIZATION	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-1	1	Lump Sum	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	_x_ Base Bid or ___Alt. # ____	SUPPLEMENTAL STORM MOBILIZATION/DEMOBILIZATION	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-1A	1	Lump Sum	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	_x_ Base Bid or ___Alt. # ____	CLEARING, GRUBBING AND EXCAVATION	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-2	1	Lump Sum	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	_x_ Base Bid or ___Alt. # ____	EMBANKMENT (COMPACTED BACKFILL)	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-3	10,576	Cubic Yard	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	_x_ Base Bid or ___Alt. # ____	GEOCELL MATERIAL (GEOCELL PANELS)	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-4	11,065	Square Yard	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	_x_ Base Bid or ___Alt. # ____	GEOTEXTILE FABRIC MATERIAL	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-5	11,294	Square Yard	UNIT PRICE EXTENSION (Quantity times Unit Price)

All quantities are estimated. Contractor will be paid based upon actual quantities as verified by FPA.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: SLFPA – East  
6920 Franklin Ave  
New Orleans, LA 70122

BID FOR: Mitigation of Outfall Canal Erosion  
17th Street Canal  
(Veterans Blvd. to Old Hammond Hwy.)  
Project Number: O2430326

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:	_x_ Base Bid or ___Alt. # ____		GEOCELL INFILL MATERIAL (CRUSHED STONE)	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-6	11,065	Square Yard		

DESCRIPTION:	_x_ Base Bid or ___Alt. # ____		CONCRETE STONE RIP RAP	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-7	154	Cubic Yard		

DESCRIPTION:	_x_ Base Bid or ___Alt. # ____		STEEL SHEET PILE	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-8	187,641	Square Feet		

DESCRIPTION:	_x_ Base Bid or ___Alt. # ____		CONSTRUCTION LAYOUT	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-9	1	Lump Sum		

All quantities are estimated. Contractor will be paid based upon actual quantities as verified by FPA.

END OF UNIT PRICE FORM

## BID BOND

BID FOR: MITIGATION OF OUTFALL CANAL EROSION  
17<sup>TH</sup> STREET CANAL (VETERANS BLVD. TO OLD HAMMOND HWY.)

Project Number: O2430326

Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are held and firmly bound unto the  
\_\_\_\_\_ (Obligee), in the full and just sum of five (5%) percent of  
the cost of the Contract price of work to be done for the Base Bid plus all additive Alternate Bid  
prices, lawful money of the United States, for payment of which sum, well and truly be made, we  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally firmly by these presents.

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

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

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

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

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_

AGENT OR ATTORNEY-IN-FACT(SEAL)

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**BOND AMOUNT:****PROJECT:**

(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

(Witness)

\_\_\_\_\_  
(Contractor as Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

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ACD31071813

# ATTESTATION CLAUSE

REQUIRED BY

## La. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)

Sworn statements shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. The original of such sworn statement shall be submitted by the successful bidder **before** the Award of Contract. The award of Contract shall be within forty-five (45) calendar days of the bid opening.

State Project Number: N/A (if applicable) SLFPA-E Project Number: O2430326

Name of Project: MITIGATION OF OUTFALL CANAL EROSION

17<sup>TH</sup> STREET CANAL (VETERANS BLVD. TO OLD HAMMOND HWY.)

Parish: Orleans

(an individual)  
(a partnership)  
(a corporation)

certify that:

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

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

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

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

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

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of Authorized Signatory of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Signatory of Bidder

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signatory Bidder

\_\_\_\_\_

Parish or county \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (signature)

\_\_\_\_\_  
NOTARY PUBLIC (printed name)

\_\_\_\_\_  
NOTARY PUBLIC NUMBER

\_\_\_\_\_  
EXPIRATION DATE

# NON COLLUSION DECLARATION

A sworn statement shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. In accordance with La. R.S. 38:2224, a successful bidder must submit a fully executed Non-Collusion Affidavit after the Award of Contract.

## Affidavit

State Project Number: \_\_\_\_\_(if applicable)

Name of Project: MITIGATION OF OUTFALL CANAL EROSION

17<sup>TH</sup> STREET CANAL (VETERANS BLVD. TO OLD HAMMOND HWY.)

Parish: Orleans

\_\_\_\_\_  
(an individual)

\_\_\_\_\_  
(a partnership)

\_\_\_\_\_  
(a corporation)

certify that:

(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 the 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.

\_\_\_\_\_  
(an individual)

\_\_\_\_\_  
(a partnership)

\_\_\_\_\_  
(a corporation)

WITNESSES:

Signed \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Parish or county \_\_\_\_\_

State of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (signature)

\_\_\_\_\_  
NOTARY PUBLIC (printed name)

\_\_\_\_\_  
NOTARY PUBLIC NUMBER

\_\_\_\_\_  
EXPIRATION DATE

## AFFIDAVIT OF USE OF STATUS VERIFICATION SYSTEM

PURSUANT TO La. R.S. 38:2212.10(C), a private employer shall not bid on or otherwise Contract with a public entity for the physical performance of services within the state of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilizes the status verification system required by La. R.S. 38:2212.10(B)(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Name of Private Employer: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

---

### ATTESTATION

I hereby attest that \_\_\_\_\_:  
(name of private employer)

1. Is registered with and participates in the status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the Contract, to utilize the status verification system to verify the legal status of all new employees in the state of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.
4. Understands that by violating the provisions of this Affidavit, Entity may be subject to cancellation of any public contract, resulting in ineligibility for any public contract for a period of not more than three (3) years from the date the violation is discovered.
5. Entity shall be liable for any additional cost incurred by a public entity, occasioned by the cancellation of a contract or loss of any license or permit to do business in the State of Louisiana, as provided in this Affidavit.

### CERTIFICATE OF ACCURACY

I hereby certify that the information herein is true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Signature (Authorized Agent)

Sworn To And Subscribed, before me, this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, in \_\_\_\_\_, Louisiana.

\_\_\_\_\_  
Notary Public

PERMIT \_\_\_\_\_

**Southeast Louisiana Flood Protection Authority – East**

**Hold Harmless Agreement**

Contractor shall defend, indemnify and hold harmless SLFPA-E and **the Orleans Levee District** (collectively, “owner”) from and against any and all claims, damages, losses and expenses, including attorney’s fees, and all other claims of any kind or nature whatsoever, including claims for contribution, and/or indemnity arising out of or resulting from the performance, nonperformance or mal-performance of the work for which permission was granted provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or property damage of whatsoever nature, including the loss of use resulting therefrom caused in whole or in part by any negligent or willful acts or omissions of Contractor, its subcontractors or anyone employed by any of them or anyone from whose acts any of them may be liable and excluding any claims caused by the negligence of the owner and/or strict liability of the owner, its agents and employees, or third parties over whom Contractor does not have control.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED,

Before me, Notary Public,

This \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Bar Roll/Notary Number



## **GENERAL CONDITIONS ARTICLES**

### **GC 1: DEFINITIONS AND TERMS**

#### **1.1. Abbreviations:**

Wherever the following abbreviations are used in these specifications, project specifications, or the plans, they are to be construed to be the same as the respective expressions represented:

AA	Aluminum Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AML	Approved Materials List (DOTD)
ANSI	American National Standards Institute
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
AREMA	American Railway Engineering and Maintenance Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
AWS	American Welding Society
COE	U.S. Army Corps of Engineers (see also, USACE)
CPM	Critical Path Method
DEQ	Department of Environmental Quality (Louisiana)
DOT	U.S. Department of Transportation

DOTD See LaDOTD  
 EDSM DOTD's Engineering Directives and Standards Manual  
 EJLD East Jefferson Levee District (see SLFPA-E)  
 EPA Environmental Protection Agency  
 FAA Federal Aviation Administration, Department of Transportation  
 FHWA Federal Highway Administration, Department of Transportation  
 FPA or FPA - E Southeast Louisiana Flood Protection Authority – East  
 FSS Federal Specifications and Standards, General Services Administration  
 ICC Interstate Commerce Commission  
 ICEA Insulated Cable Engineers Association  
 IMSA International Municipal Signal Association  
 IRI International Roughness Index  
 IPCEA Insulated Power Cable Engineers Association  
 ITE Institute of Transportation Engineers  
 ISO International Organization for Standardization  
 ITE Institute of Transportation Engineers  
 LaDOTD Louisiana Department of Transportation and Development (aka DOTD)  
 LA DNR Louisiana Department of Natural Resources  
 LAPELS Louisiana Professional Engineering and Land Surveying Board  
 LBBLD Lake Borgne Basin Levee District (see SLFPA-E)  
 LDEQ Louisiana Department of Environmental Quality  
 LNO or LONO Letter of No Objection  
 LRS Louisiana Revised Statutes  
 LSSRB Louisiana Standard Specifications for Roads and Bridges  
 LTRC Louisiana Transportation Research Center  
 MASH Manual for Assessing Safety Hardware  
 MIL Military Specifications  
 MUTCD Manual on Uniform Traffic Control Devices (Louisiana)  
 NEC National Electrical Code  
 NEMA National Electric Manufacturers Association  
 NFPA National Fire Protection Association  
 NRCS USDA National Resources Conservation Service  
 OLD Orleans Levee District (see SLFPA-E)  
 OSHA Occupational Safety and Health Administration  
 PCCP Portland Cement Concrete Pavement  
 QC / QA Quality Control / Quality Assurance

QPL	Qualified Products List (DOTD, ALSO SEE AML)
RMA	Rubber Manufacturers Association
RNA	Regulated Navigational Area
SAE	Society of Automotive Engineers
SCS	U.S. Soil Conservation Service. See NRCS.
SI	Système Internationale or International System of Units
SLFPA-E	Southeast Louisiana Flood Protection Authority – East (aka SLFPA, FPA – E, FPA, OLD, EJLD, LBBLD, and “Levee District” or “District” collectively)
SSPC	Steel Structures Painting Council
STB	Surface Transportation Board
TIMED	Transportation Infrastructure Model for Economic Development
UL	Underwriters Laboratories, Inc.
USACE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard

## 1.2. Definitions of Terms:

Wherever the following terms appear in the plans, project specifications or other Contract documents (whether under the Louisiana Revised Statutes Title 38 or by letter bid), they shall be defined as follows:

"Board" "SLFPA-E or FPA or FPA-E" and "Contractor" are those mentioned as such in the agreement.

**Acts of God.** A cataclysmic phenomenon such as an earthquake, tidal wave, tornado, hurricane, flood or any other occurrence of nature beyond the control of FPA and Contractor.

**Adjustment.** A change in Contract time or compensation provided.

**Advertisement.** A public announcement by the FPA inviting bids, for all work and materials on which bids are required. Such advertisements will include generally describing the project to be constructed; how to obtain the Contract documents; and giving general bidding instructions including the time and place of opening bids.

**Approved Materials List:** Lists maintained by the LaDOTD's Materials and Testing Section for approved products, materials, and supplies which receive preliminary testing and/or review of company procedures, which may be utilized on FPA projects. The Approved Materials List (AML) replaces the designation, "Qualified Products List (QPL)."

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Engineering/Materials\\_Lab/Pages/Menu\\_QPL.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Materials_Lab/Pages/Menu_QPL.aspx)

**Approved Producer/Supplier.** A material manufacturer, producer, supplier, source, or plant which has met all qualifications required by FPA to supply materials for FPA projects.

**Assembly Period.** Time which Contractor is given to acquire approvals of required drawings, brochures, and other submittals, begin the purchase and assembly of materials, and to perform specified preconstruction activities. Contract time will not be charged during an assembly period. This is the time prior to the Notice to Proceed.

**Award of Contract.** Transmission of the official written notice to the bidder that FPA intends to enter into a Contract for the Project. Notice of award does not create a binding Contract.

**Bid.** The binding written offer of a responsible bidder, on the prescribed form, to perform the contemplated work and furnish the necessary labor and materials at the prices quoted that was submitted to FPA on the bid forms, or via approved electronic media, in accordance with the bidding documents, properly signed and secured.

**Bid Forms.** The portion of the bidding documents required to be submitted, in accordance with the bidding documents, which constitute a bid.

**Bidder.** An individual, partnership, corporation, or any other legal entity, or any acceptable combination thereof, or joint venture submitting a bid.

**Bidding Documents.** Pursuant to 38:2211 (A) (2) the Bidding Documents means the bid notice, plans, and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of the FPA for the use by prospective bidders on a public contract.

**Board.** When referring to the Board of Commissioners of the Southeast Louisiana Flood Protection Authority - East, it is the contracting authority for the Southeast Louisiana Flood Protection Authority - East. When referring to organization(s) or individual(s) external to the Southeast Louisiana Flood Protection Authority - East it is an individual, partnership, corporation, or any other legal entity, or any acceptable combination thereof, or joint venture submitting a bid.

**Bond, Bid.** The security designated in the Proposal to be furnished by the bidder as evidence of good faith to enter into a Contract with FPA if such Contract be awarded to such bidder.

**Bond, Payment.** The approved form of security furnished by Contractor and its Surety as security for the faithful payment for all labor, materials, and other obligations incurred by him in the prosecution thereof.

**Calendar Date Project.** See "Project, Types".

**Calendar Day.** Every day on the calendar, beginning and ending at midnight.

**Calendar Day Project.** See "Project, Types".

**Certification of Acceptance of Substantially Completed Contract.** Document issued by FPA to Contractor as described in General Conditions (Articles on Engineers Certificates, Payments and Acceptance subsections dealing with Substantial Completion and Final Acceptance).

**Certification of Substantial Completion.** Document issued by Engineer to Contractor, as defined in General Conditions (Articles on Use of Completed Work Prior to Final Acceptance and Engineers Certificates, Payments and Acceptance).

**Certification of Final Acceptance.** Document issued by the FPA to Contractor, as defined in General Conditions (Article on Engineers Certificates, Payments and Acceptance, subsections dealing with Substantial Completion) certifying final acceptance of the work by FPA.

**Change Order (Plan Change).** A written agreement signed by Contractor and the FPA, as recommended by Engineer, involving changes or additional work within the provisions of the Contract and not considered of sufficient importance to require a "Supplemental Agreement". This document will describe and detail changes to the Contract. When approved and fully executed, the document becomes a part of the Contract.

**Chief Engineer.** Wherever the term "Chief Engineer" is used in these specifications, drawings, and in the contract, it shall mean the Director of Engineering of the FPA.

**Conditional Notice to Proceed.** Written notice to Contractor to proceed with ordering of materials, and when specified, performing other activities which would hinder progress in the beginning stages of construction.

**Construction Proposal.** Document furnished to prospective bidders by the FPA consisting of, but not limited to, the notice to contractors, specifications, general conditions, special conditions, special provisions, supplemental specifications, plans, and bid forms. The Construction Proposal is part of the Advertisement.

**Contract.** The written agreement between the FPA and Contractor setting forth obligations of the parties thereunder for performance of the prescribed work.

The Contract includes and may be used interchangeably with "Contract Documents" including but not limited to: the advertisement, bid forms, Contract form, payment/performance/retainage bond form, standard specifications, supplemental specifications, special provisions, plans, standard plans, change orders/special agreements, supplemental agreements, and other documents referenced therein that are required to complete the work in an acceptable manner, and Contract time, including authorized extensions thereof, all of which constitute one instrument.

**Contract Documents.** The "Contract Documents" consist of the Agreement, Table of Contents, Invitation to Bid, Instructions to Bidders, the Bid, the General Conditions of the Contract, and Special Conditions if any, the Letter of Award or Notice to Proceed, the Specifications, Addenda if any, the Bond, and the Plans (Contract Drawings) if any, including all modifications thereof incorporated into the documents before its execution, also all change orders and agreements that are required to complete the construction of the work in an acceptable manner, including all authorized extensions thereof. These form the Contract.

**Contract Item.** See "Pay Item."

**Contract Modification.** See "Change Order".

**Contract Time.** The number of working days or calendar days allowed for completion of the Contract, including authorized time extensions. When a calendar date of completion is shown in the Contract in lieu of a number of working or calendar days, work shall be completed by that date, including authorized time extensions. See "Project, Types".

**Contractor.** The individual, partnership, corporation, joint venture, other legal entity, or acceptable combination thereof, that is awarded a Contract.

**Controlling Item(s) of Work.** The controlling items of work are those Pay Items shown on the accepted construction schedule which Contractor must timely complete in appropriate sequence in order to finish the Project within the Contract Time.

**Critical Path Method (CPM).** The method of network scheduling that utilizes computer programs to:

1. arrange the sequence of project activities based on activity relationships and durations
2. show early and late activity start and completion dates
3. determine the longest continuous sequence of activities, the critical path, that establishes the minimum overall project duration and identifies the activities on that path
4. facilitate allocation of resources and estimates of Contract earnings.

**Dedicated Stockpile.** A stockpile which has been sampled, tested, and approved. Once approved, it shall not be altered.

**Delivery of Notices.** Any and all notices to be given by the FPA to Contractor under this Contract shall be deemed to be served if the same be delivered to the person in charge of any office used by Contractor or to its superintendent, or, in their absence, to a foreman at or near the work, or deposited in the post office, postpaid, addressed to Contractor at its last known place of business.

**Disqualified.** Contractor's or Bidder's status during the time period in which FPA will not accept its Bids or approve it as a subcontractor.

**Drawings.** The words "Specifications", "Plans" and "Drawings" are used synonymously in this Contract. These are the technical components of this Contract.

**Electronic Bid Bond.** An instrument by which a contractor and Surety can submit a bid guarantee with a bid electronically in lieu of a written signed paper.

**Electronic Bidding.** The process by which the FPA and the bidder can utilize the Internet to facilitate the bidding process.

**Electronic Signature.** A secure and verifiable alphanumeric code assigned to an individual, replacing or acting instead of a traditional signature.

**Engineer.** The individual, partnership, firm, or Corporation duly authorized by the FPA to be responsible for Engineering supervision of the Contract work and acting directly or through an authorized representative.

**Engineer of Record (EOR).** The professional engineer licensed in the State of Louisiana responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other engineering services necessary to develop the criteria and concept of the project, perform design analysis, prepare project plans and specifications, and who seals, signs, and dates the plans and documents certifying that the work thereon was done by the licensee or under his/her responsible charge.

**Engineering Directives and Standards Manual (EDSM).** A set of manuals containing directives and standards of the LaDOTD.

**Equipment.** All machinery, implements, power tools, equipment, tools, together with the necessary supplies for the operation, upkeep, and maintenance of the same and also all other tools and apparatus necessary for the proper construction and acceptable completion of the work.

**Extension of Contract Time.** Any extension of the time for completion of work beyond the Contract time specified in the Contract for an item not provided for in the Contract as awarded but found essential by the FPA for satisfactory completion of the Contract within its intended scope. Such extension may be granted by the FPA in its discretion acting through Engineer on the recommendation of Engineer via a Change Order that will address the following criteria: (1) Duration of the extension; (2) Reason for the extension; (3) Whether any additional cost is involved that should be borne by Contractor if the reason for the extension is due to Contractor's actions or inactions.

**Extra work.** Work not provided for in the Contract as awarded but found necessary by FPA for satisfactory completion of the Contract within its intended scope.

**Falsework.** Temporary construction work on which a main work is wholly or partly built and supported until it is strong enough to support itself; a temporary framework used to support part or all of a structure during demolition.

**Force Account.** Payment for directed construction work based on the cost of labor, equipment, materials furnished, overhead, and profit, in accordance with FPA Specifications.

**FPA.** Southeast Louisiana Flood Protection Authority – East.

**General Condition.** Also known as, "General Specification" and "Standard Specifications". See "Specifications".

**Incidental work.** Work required by the Contract that is not directly measured and for which no specific pay item is provided, including all work, labor, and materials necessary to satisfactorily complete all pay items.

**Inspector.** Engineer's authorized representative assigned to make detailed inspections of all Contract performance, work performed, materials furnished, and safety practices followed.

**Invitation to Bid.** See "Advertisement".

**Laboratory.** A testing laboratory which meets the qualifications required by the Contract and approved by Engineer.

**Letter of Partial Acceptance.** Document issued by Engineer to Contractor, as defined in General Conditions (Articles on Use of Completed Work Prior to Final Acceptance and Engineers Certificates, Payments and Acceptance).

**Manual on Uniform Traffic Control Devices (MUTCD).** The manual adopted by the FPA to describe the uniform system of traffic control devices used on state highways.



If the DOTD has within its standards more stringent requirements, then the DOTD standards shall govern.

**Materials.** Any substances used in connection with the construction of the work. Provided, however, that this term shall not include material used in temporary work or other temporary structures not incorporated in the improvement.

**Materials Sampling Manual.** The manual used to establish and standardize construction and maintenance sampling and material acceptance requirements for the DOTD, which may be utilized on FPA projects.

[http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Engineering/Materials\\_Lab/Pages/Menu\\_MSM.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Materials_Lab/Pages/Menu_MSM.aspx).

**Notice to Contractors.** See "Advertisement".

**Notice to Proceed (NTP).** Written notice to Contractor to proceed with the Contract work which will stipulate the dates that work shall commence and Contract time shall begin.

**Notices.** Any and all notices to be given by the FPA to Contractor under this Contract shall be deemed to be served if the same be delivered to the person in charge of any office used by Contractor or to its superintendent, or, in their absence, to a foreman at or near the work, or deposited in the post office, postpaid, addressed to Contractor at its last known place of business.

**Order of Precedence.** The order in which standards, specifications, provisions, drawings, documents, or technical data will govern.

**Pay Item.** A specific portion of work for which a price and unit of payment is provided in the Contract.

**Payment/Performance/Retainage Bond.** The approved form of security, executed by Contractor and Surety, guaranteeing complete execution of the Contract and supplemental agreements thereto, and payment of all legal debts, including liens and monies due to FPA, pertaining to the Contract.

**Plan Change / Contract Modification.** See "Change Order".

**Plans.** The Contract drawings, which show location, type, dimensions and other details of the prescribed work, and revisions thereto. The words "Specifications", "Plans" and "Drawings" are used synonymously in the Contract. These are the technical components of the Contract.

**Producer/Supplier.** A material manufacturer, producer, supplier, source, or plant which has met all qualifications required by FPA to supply materials for FPA projects.

**Profile Grade.** The trace of a vertical plane intersecting the top surface of the proposed wearing surface or other designed course or surface usually along the longitudinal centerline of the roadbed or area indicated. Profile grade means either elevation or gradient of such trace according to the context.

**Project.** A specific undertaking, as described by the Contract within prescribed limits, consisting of all work necessary for satisfactory completion of the Contract within its intended scope, including any extra work added to the Contract.

**Project Engineer.** Licensed Engineer in the State of Louisiana acting as a representative of the Engineer on a particular project, also known as Project Manager.

**Project Limits.** That area between the Begin and End locations as shown on the plans and from Right-of-Way line to Right-of-Way line, unless otherwise noted on the plans. On projects with offset beginning/ending points of construction or Design-Build projects, the area is defined as the two most distant points of the Limits of Construction as indicated on the plans, from Right-of-Way line to Right-of-Way line.

**Project Manager.** See "Project Engineer".

**Project Number.** A number used to identify the project. Also known as a Work Order Number.

**Project, Types.**

Calendar Date Project: Project shall be completed by the calendar date specified in the contract. No allowances are made for holidays, inclement weather, or river stages. Often these projects are bound by time constraints due to specific events or other projects. These projects may have Early Completion Bonus(es) and may have heavy Liquidated Damages.

Calendar Day Project: Project time is stated as the number of calendar days in which it is to be completed by. Holidays, ordinarily inclement weather and river stages liable to occur may already be factored into the project time. Special allowances may be made for these days, see details in the contract and/or specification.

Working Day Project: Project time is stated as the number of working days in which it is to be completed by. Holidays, ordinarily inclement weather and river stages liable to occur are not factored into the project time. Special allowances may be made for these days, see details in the contract and/or specification.

**Pronoun Gender.** See "Understood Expressions".

**Proposal.** See "Bid".

**Proposal Form.** See "Bid Forms".

**Proposal/Bid Security or Guaranty.** The required security designated in the Proposal to be furnished with a bid as evidence of good faith to enter into a Contract with FPA if such Contract be awarded to such bidder. The only form of security acceptable is a Bid Bond.

**Qualified Products Lists.** The DOTD's Approved Materials List (AML) replaces the designation, "Qualified Products List (QPL)", which may be utilized on FPA projects.

**Quality Assurance (QA).** A program developed by Contractor that incorporates Contractor's Quality Control (QC) and the FPA's Acceptance to ensure that a project adheres to the Contract requirements.

**Quality Control (QC).** is the process used by Contractor to monitor, assess and adjust material selections, production and project construction to control the level of quality so that its product continuously and uniformly conforms to the specifications.

**Right-of-Way, Servitude and/or Easements.** Land, property, or interest therein, acquired for or devoted to the intent and purpose of the project.

**Schedule of Items.** See "Unit Bid Form".

**Special Condition.** Also known as "Special Provisions" and "Special Specifications". See "Specifications".

**Special Provision.** Known as "Special Conditions". See "Specifications".

**Specialty Item.** A pay item designated in the Contract that may be performed by subcontract and the cost of such may be deducted from the total Contract cost before computing the amount of work required to be performed by Contractor with Contractor's own organization.

**Specifications.** Wherever the word "specifications" is mentioned in the proposal, contract or elsewhere, it shall be taken as including the General, Special and Technical Specifications/Conditions.

The written directions, provisions, and requirements contained in or referenced in the Contract Documents that describe the work under the Contract. The specifications are further defined as follows.

General Conditions: The FPA's Standard Specifications, which may include a bound book, electronic media, and/or specifications included in the Contract Documents. These are applicable to all FPA Contracts.

Supplemental Specifications: Specifications intended to alter previously published General Conditions.

Special Conditions: The part of the Contract which emphasizes, specifies or advises Contractor of special items or circumstances particular to the project which amends or supplements the General Conditions and Supplemental Specifications and may be included in all FPA Contracts.

Technical Specifications: (a.k.a. technical special provisions) These specifications are of a unique or highly technical nature, and may be prepared, signed, and sealed by an Engineer or Architect registered in the State of Louisiana with recognized expertise in the field. Technical Specifications are made part of the Contract as an attachment to and/or included within the Contract Documents.

**Standard Plans.** Drawings approved for repetitive use, showing the details to be used where appropriate. Standard Drawing/Plan sources are as indicated in the Contract Documents and may include but are not limited to FPA, DOTD, Parish, USACE, product manufacturer, etc.

**Standard Specification.** Known as “General Conditions”. See “Specifications”.

**State.** The State of Louisiana, acting through its authorized representative.

**Structures.** Bridges, tunnels, culverts, catch basins, junction boxes, retaining walls, cribbing, manholes, end-walls, buildings, sewers, service pipes, underdrains, foundation drains, wharfs, docks, terminals, rail, foundations, levees, flood gates, flood walls, pump stations, flood valves, and other similar features encountered in the work.

**Subcontractor.** An individual, partnership, corporation, joint venture, other legal entity or acceptable combination thereof, to which Contractor sublets part of the work having a direct Contract with Contractor and it includes one who furnishes material worked to a special design according to the plans and Specifications of this work, but does not include one who merely furnishes material not so worked. Any individual, partnership, corporation, joint venture, other legal entity or acceptable combination thereof shall not be considered to be a subcontractor if it is a subsidiary, wholly owned or majority owned by Contractor or the principals of Contractor, or an affiliate of Contractor or affiliated or otherwise controlled by Contractor or the principals of Contractor such that a true and independent subcontractor-contractor relationship reached by bidding or arms-length negotiation does not result therefrom.

**Submittals.** Detailed drawings and documents provided by Contractor as required by the Contract documents.

**Substantially Complete.** Such determinations are addressed in General Conditions (Articles on Use of Completed Work Prior Issuance of Letter of Final Acceptance and Engineer's Certificates, Payments and Acceptance). The FPA Director of Engineering, or his designee, is solely authorized to determine, in his/her discretion, when a project is Substantially Complete.

**Superintendent.** Contractor's authorized representative in responsible charge of the work.

**Supplemental Agreement.** A written agreement between FPA, and Contractor which, when duly executed, becomes a part of the Contract as recommended by Engineer.

**Supplemental Specification.** See “Specifications”.

**Surety.** The corporation, partnership, or individual other than Contractor, executing a bond furnished by Contractor.

**Technician.** Contractor's or FPA's representative who shall be either certified or authorized as required in the specifications.

**Temporary Works.** Any temporary structure required to maintain traffic, access, or work by the FPA or the FPA's Tenant while engaged in the prosecution of the Contract. The temporary structures shall include any earth approaches thereto.

**Understood Expressions.**

Wherever the singular masculine pronoun is used herein, as referring to Contractor, it shall be construed to mean all genders, singular and plural, according to the status of Contractor.

In order to avoid cumbersome repetition of expressions in the Contract or plans, it is provided that whenever anything is, or is to be done, if, as, or, when or where “contemplated, required, determined, directed, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, condemned, waived, or written consent,” it shall be understood as if the expression were followed by the words “by Engineer” or to Engineer”.

Whenever the Contract or plans contain the expressions “no direct pay, no direct payment, not measured for payment, at no additional cost or expense to the FPA, will not be measured for payment, considered incidental to other items of work, no payment will be made for this work, shall not be entitled to extra payment,” or any variation of one of these expressions it shall be understood by the bidder that the designated work is to be considered incidental work and the cost of such work shall be included in the price bid on other pay items.

**Unit.** A quantity adopted as a standard for measurement of work, as indicated in the Contract documents.

**Unit Bid Form.** Form that may be included in the Proposal which list the Contract Pay Items and Pay Units.

**Work.** As used in the Contract, and whether or not such term is capitalized, work shall mean the responsibility of Contractor for furnishing of all labor, materials, services, equipment, and incidentals necessary for successful completion of the project and the carrying out of all obligations imposed by the Contract.

**Work Order.** See “Notice to Proceed”.

**Working Day.** A calendar day on which weather or other conditions not under control of Contractor will permit construction operations to proceed in accordance with FPA Specifications.

**Working Day Project.** See “Project, Types”

**Working Drawings.** Drawings produced and submitted by Contractor in accordance with FPA Specifications that describe Contractor’s work, means, and/or methods of construction, including, for example, supplemental design sheets, shop drawings, bending diagrams, and construction joint locations.

## **GC 2: INTENT OF DOCUMENTS**

The Contract documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, transportation and other facilities, necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the Drawings. Materials or work described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

## **GC 3: INTERPRETATION OF DOCUMENTS**

No oral interpretation will be made to any bidder as to the meaning of any of the Contract Documents, which in effect would modify any of the provisions of same. On the date noted in the Advertisement for Bids a Pre-Bid Conference will be held for the purpose of discussing the project. The conference will be open to general and subcontract bidders. Bidders shall note the time and requirements of the Pre-Bid Conference.

Every request for an interpretation of the Documents shall be made in writing and delivered to the Engineer at the Pre-Bid Conference or via electronic mail at least fourteen (14) days (excluding weekends and holidays) before the time fixed for opening bids. The person submitting the request shall be responsible for its prompt delivery.

If a potential supplier wishes to submit, for prior approval, a particular product other than a product specified in the contract documents, then they shall do so in accordance with the procedure set out in General Conditions (see Article on "Equality").

Every interpretation shall be in the form of an addendum to the specifications issued at least seventy-two (72) hours (excluding weekends and holidays) in advance of the time fixed for opening of bids. Addenda issued within said seventy-two (72) hours shall extend the bid opening a minimum of seven (7) Calendar Days. All addenda issued shall become part of the Contract documents and acknowledged on the proposal.

## **GC 4: ADDENDUM**

All bidders are requested to direct all questions about the specifications promptly to the Engineer. This will facilitate making Addendum as required and discussed in the above section.

## **GC 5: ORDER OF PRECEDENCE**

Anything mentioned in the Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Specifications, shall be of the like effect as if shown or mentioned in both. In case of conflict between Contract Drawings and Specifications, the Contract Drawings shall govern and in any differences in the said Specifications between the General Conditions and the Special Conditions, the Special Conditions shall govern. Where unit of payment may differ in the Contract Drawings, the Unit Price Form, the General/Special Conditions, or Technical Specification; the Unit Price Form shall govern. Items listed in the Contract document, to be performed, which are not listed on the Unit Price Form, shall be considered incidental to the Pay Items and the cost of the work included within the cost of the listed pay items. Contractor shall abide by the rules and statements set forth in the General Conditions, Special Conditions, and Technical Specifications of these Specifications.

Graphical Order of Precedence (Higher position governs over lower positions):

- Change Orders
- Special Provisions or Conditions
- Contract Drawings
- Technical Specifications
- Supplemental Specifications
- General Specifications or Conditions

## **GC 6: DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS**

Any Drawings accompanying these specifications form an integral part thereof and are part of the Contract Documents.

Unless otherwise provided in the Contract documents, FPA will furnish to Contractor, at no additional charge to the contractor, copies of Drawings and Specifications for the execution of the work, up to a total of three (3) sets for projects up at a total bid cost of \$300,000 or less. For projects greater than \$300,000, Contractor will be provided up to a total of five (5) sets. If Contractor obtains additional copies of Drawings and Specifications above the specified, it will be charged, at cost, for all additional copies.

Contractor shall keep at the job site at least one copy of all Drawings and Specifications on the work with the most up-to-date revisions, in good order, available to Engineer and to his representatives at any time.

Engineer shall furnish, with reasonable promptness, additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonably inferable therefrom.

If Contractor, in the course of the work, finds any condition different from that designated in the Specifications or on the plans, either in regard to work previously existing or being performed by others, or finds any discrepancy between plans and physical conditions of the locality, or errors or omissions on plans, or in the layout as given by points and instructions, it shall be its duty to immediately inform Engineer and confirm in writing, and Engineer will promptly correct or verify same. After observing any such discrepancy, Contractor shall not proceed with any part of the work which involves the discrepancy, and it shall neither start nor resume work thereon until the condition has been corrected or until authorized to proceed by Engineer. Any work by Contractor without such correction or authorization, shall be at its own risk and expense.

Copies of data furnished by the FPA or Engineer to Contractor or Contractor to the FPA or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Additionally, in the case of any conflicts that are discovered between drawings and specifications, the specifications shall govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.

When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **GC 7: SUBMITTALS**

Whenever work is to be fabricated and/or machined specifically for this Contract, Contractor shall submit, for approval, final shop and erection drawings, manufacturer's drawings, catalogue cuts and/or literature covering products (equipment, fixtures, devices, etc.) to be furnished or for items of work for which submittals are required in the technical specifications, all as soon as possible. These are to be delivered to the:

Evans-Graves Engineers, Inc.  
909 Poydras Street, Suite 3050, New Orleans LA 70112  
Attention: P. Stephen Lundgren, Jr., P.E.  
Contact Information: [slundgren@evans-graves.com](mailto:slundgren@evans-graves.com)



The checking and approval as to overall conformity with the Contract Document will not be considered to waive any of the provisions of these Contract Documents and shall not release Contractor from responsibility for the corrections of its submittals nor for errors in details which may interfere with erection. All submittals transmitted for approval shall be in strict conformity thereto as provided for under the following paragraph "Request for Alterations or Substitutions." Prior to transmittal, all submittals must be thoroughly checked by Contractor to insure this conformity. In addition, Contractor must be certain that any equipment it proposes to furnish and/or install will fit and functionally operate within the designated available space. Clearances shall be functional and as specified. **Each submittal shall have Contractor's signed statement that the above requirements have been met and that it approves it for submission**, such as "Reviewed and approved by XYZ Construction" or any such similar statement.

Whenever required in the technical Specifications, the originator of the shop drawings or data shall certify compliance with the Contract Documents except for deviations specifically identified as a variation and noted clearly on the submittal.

If Contractor fails to comply with the requirements of the paragraph titled "Submittals", Engineer will not review the submittal and it will be returned stamped "NOT ACCEPTED FOR REVIEW."

Submittals not required by the Contract Documents will not be reviewed and will be returned stamped "NOT APPLICABLE."

No more than one submittal of a material and/or equipment substitute for each item of material and/or equipment indicated on drawings and/or included in the specifications will be reviewed for approval by the Engineer.

Such submittals, properly checked before submission, shall be delivered to the Project Engineer in a timely manner to allow review by the Project Engineer, prior to ordering or fabrication. These submittals are to be requested within the time stated in Special Conditions, General Provisions, subsection "Requests for Alterations or Substitutions" below, and will be reviewed by the Project Engineer within fourteen (14) calendar days, not including FPA holidays, after receipt. After the Project Engineer's review, Contractor shall pick up submittals from the Project Engineer. **Submittal and checking time is included in total time for completion of work.**

Submittals/shop drawings reviewed by Engineer shall be returned stamped with one of the following:

"CONFORMS WITH CONCEPT"

Engineer's review found no objectionable deviations and it conforms with the design concept.

"CONFORMS WITH CONCEPT AS NOTED"

Engineer's review found no major deviations from the Contract requirements. Minor discrepancies or deficiencies were noted onto the drawing or submittal. Corrected

copies are not required for re-submittal, however the item is to be furnished in accordance with Engineer's notes. If Contractor, supplier, or manufacturer takes exception to any of Engineer's comments, then corrected or supplemental data is to be re-submitted.

#### **"REVISE AND RESUBMIT"**

Engineer found major discrepancies or deficiencies such that the submittal/shop drawing must be corrected to comply with the Contract Documents and re-submitted.

#### **"NOT ACCEPTED"**

It is Engineer's opinion that the item submitted does not meet the Contract Document requirements. The correct data must be re-submitted.

Engineer's review is to determine if the shop drawing, catalog brochure, letter, etc., conforms to the design concept and the requirements of the Contract Documents. Design concept relates to the final, in-place installation of material and equipment as part of a functioning whole project as required by the Contract Documents.

Time lost because of submission by Contractor of incorrect or incomplete submittals will not be cause for extension of specified Contract period.

Contractor shall follow up requests for approval, if not acknowledged within the time designated above, to avoid loss of submittals in mail or in handling.

For each submittal, Contractor shall furnish, for FPA use and retention, four (4) sets of prints of all final drawings and submittals, plus one (1) or more sets of prints for return to Contractor after approval, as designated by the Contractor. Contractor may submit submittals electronically but shall be followed up with official print submittal copies as stated herein.

Where manufacturer's drawings or catalogue cuts are required, the quantities required shall be the same as above. Two (2) of these **MUST BE PRINTED ORIGINALS** which will be kept by the FPA for its records. Those submittals which do not contain two (2) originals will not be accepted.

All catalogue cuts, brochures or other literature submitted shall be manufacturer's latest issue in current use.

All information on all submittals must be clearly legible. Those submittals which are not clearly legible will not be accepted. **ANY VARIATIONS FROM THE CONTRACT DOCUMENTS MADE BY THE SUPPLIER, MANUFACTURER OR CONTRACTOR SHALL BE CLEARLY IDENTIFIED.**

As far as practical, drawings shall be submitted in installments as to avoid any unnecessary concentration of checking by the Project Engineer.

When submission of manufacturer's catalogue cuts or brochures is required to describe items of equipment to be furnished by Contractor, each brochure shall include manufacturer's name, catalogue number and dimensions, and shall indicate

all modifications to standard equipment. Each piece of literature shall be clearly marked to indicate the specific type or catalogue number of the item to be supplied, and the location and application for which it is intended, for example: "limit switch No. 000XYZ, upper travel limit for overhead rolling door, Bay No. 42." All such submittals shall bear the title of the project, in the case of shop and erection drawings, each shall additionally bear an appropriate drawing number. The submittal shall also reference the drawing number and specification section reference as indicated for each submittal.

If the submittal data is bound in a folder, the outside of the folder shall be clearly marked with the name of the job, otherwise each individual sheet must carry this identification.

Contractor shall maintain a Submittal Log indicating each submittal, date, status, etc. Each submittal package presented for review must be accompanied by the current Submittal Log and an itemized list of all items submitted.

All manufacturers' literature as well as Contractor's shop and erection drawings, as above specified, which are submitted without proper marking and identification, will not be reviewed by the Project Engineer, but will be returned for proper marking as required.

Whenever Contractor's drawings and/or catalogue cuts are returned to him marked other than "Conforms with Concept" or "Conforms with Concept as Noted," it shall correct these documents and resubmit for final review and distribution. No product shall be purchased or work fabricated until final corrected submittals, shop drawings and/or catalogue cuts are reviewed by the Project Engineer and returned to Contractor marked "Conforms with Concept" or "Conforms with Concept as Noted."

Within ten (10) business days after substantial completion of the work, Contractor shall furnish the Project Engineer and the FPA, at Contractor's expense, one complete set of paper reproducible of all final shop and erection drawings along with digital, unprotected PDFs of said documents. Paper and digital copies shall be of sufficient quality acceptable to the FPA. No part of the retainage due Contractor will be paid until all such drawings and documents have been furnished, and accepted by the Project Engineer and the FPA.

## **7.1. Submittal Schedule**

At the time the construction schedule is submitted, a schedule shall be submitted of the items of materials and equipment for which submittals are required by the specifications.

For each required submittal, the date shall be given for intended submission of the submittal to Engineer for review and the date required for its return to avoid delay in any activity beyond the scheduled start date. Sufficient time shall be allowed for initial review, correction and resubmission, and final review of all submittals. In no case will

a schedule be acceptable which allows less than fourteen (14) calendar days, not including FPA holidays, for each review by Engineer.

## **7.2. Maintenance and Operation Manuals and As-Built Drawings**

Within ten (10) business days after substantial completion, Contractor shall submit two copies of all maintenance and/or operation manuals, installation drawings, instructions, calibration manuals and assembly instructions received or used for this Contract.

Contractor shall be responsible for keeping accurate records and up to date “as-built” drawings of any additions or modifications to the original Drawings. These “as-built” drawings shall be available for viewing on the site at all times and shall be reviewed by Engineer at the monthly progress meetings.

In addition, Contractor shall submit one (1) set of “as built” drawings marked in red showing all significant deviation from the drawings, including changes in material, location, size, quantity, etc. Dimensions shall be given for underground runs and hidden installations. All “as-built” drawings shall be approved by Engineer. **Final payment shall not be issued until all “as-built” drawings are completely submitted and approved by FPA.**

## **GC 8: TIME LIMITS AND ORDER OF BEGINNING AND COMPLETION**

In accordance with the terms of the specifications and the general and special conditions of the Contract documents, especially Special Conditions (Article on “Contract Time”), and Special Conditions (Article on “Quantities and Prices”), Contractor shall begin work at the project site within ten (10) calendar days after date set forth in Notice to Proceed from the Project Engineer.

Contractor shall complete the work or specified portions of the work in such order of time as stated in Special Provisions (Article on “Contract Time”).

Immediately after the Award of Contract, Contractor shall set aside or order all necessary materials. Contractor shall ready its equipment and forces and shall handle preliminary details at once, and other details promptly as needed, so as to begin work at the site when specified, as ordered in written notice from Engineer to do so; and he shall proceed with the work to completion according to detailed requirements of these Contract documents, within the time stated in Special Provisions (Article on “Contract Time”) and as further explained in the General Specifications and as covered by Special Conditions (Article on Scope of Work).

If requested by Engineer, Contractor shall, within fifteen (15) consecutive calendar days after the Notice to Proceed under this Contract, or at such later date as may be determined by Project Engineer, prepare and submit to the Project Engineer, for approval, a construction schedule showing the order in which Contractor proposes to accomplish the work, the date on which it plans to start each of the various phases of

construction (including procurement of materials and equipment) and the contemplated date on which it proposed to complete each such operation.

Said construction schedule shall also denote which item is the "controlling work item" for each calendar day. A new and updated construction schedule shall be submitted whenever the current schedule is no longer representative of the work or at the request of Engineer.

The schedule shall be in the form of a progress chart suitable to indicate the percentage of work scheduled for completion at any time and the anticipated monthly progress payments.

Contractor shall further submit regular progress reports to the Project Engineer and the FPA. A progress report shall be submitted for each calendar month or other suitable period as may be determined in advance by the FPA. The actual progress attained during the period shall be entered on a copy of the progress chart and delivered to the Project Engineer and the FPA within five (5) working days following the end of the period covered. All charts shall be submitted in triplicate. Progress shall be indicated as a percentage completed for each phase of construction scheduled, plus an overall percentage completed for the entire project.

Charts shall be compiled in the form of "bar graphs" and "S" curves on appropriate sheets of such length and width as may be required to plot the graphs to a scale approved by the FPA. Should the construction program be delayed, the FPA may require a revised schedule, and same shall be provided within seven (7) calendar days for project less than 90 working days (126 Calendar Days) and fifteen (15) consecutive calendar days for project exceeding 90 working days (126 Calendar Days) after date of FPA's request, by Contractor and at Contractor's expense.

Should Contractor fail to submit a construction schedule within the time herein prescribed the FPA shall have the right to order all work on the project to cease until such time as an acceptable schedule is furnished, and without any extension of the Contract period for time so lost. Failure to submit a progress report within the time herein prescribed will be cause for the FPA to withhold approval of progress payment until such time as Contractor submits the required progress report. Consistent with the schedule, Contractor shall inform the FPA in advance, sufficiently in time to permit the FPA to make proper arrangements, whenever services furnished by the FPA, or inspections of materials are needed by Contractor.

## **GC 9: ASCERTAINED AND LIQUIDATED DAMAGES**

After expiration of the time or times for completion of the work, or separate phases of the work, according to the Contract, including all authorized extensions, and without the necessity or formality of putting Contractor in default therefore, there shall be assessed ascertained and liquidated damages, in the amount stated in Special Conditions Article on "Contract Time" for each calendar day of delay in completing

said work, or phases of the work, substantially and satisfactorily in accordance with the Plans and Specifications.

#### **GC 10: BONUSES FOR EARLY COMPLETION**

When explicitly stated in the bid and then only, the FPA will pay a bonus or bonuses to Contractor for completion of all work prior to the time or times stated in the Contract, including all authorized extensions. The bonus or bonuses in the amount or amounts stated in the bid will be paid for each calendar day of early completion of all work when a single bonus applies, or (where the work is phased) of completion of the respective phases of the work when more than one payment applies. Contractor shall only be entitled to such Early Completion Bonus if the Work meets the Minimum Performance Guarantees per the Plans and Specification, at the time of Substantial Completion of the Project. Early Completion Bonus(es) shall be paid on Contractor's final payment.

#### **GC 11: NIGHT, WEEKEND AND HOLIDAY WORK**

No work shall be allowed to be performed at night, weekends, or on a declared legal holiday, without due notification, in advance, by Contractor to Engineer. Said work shall only be allowed by written approval of Engineer, unless otherwise specified in the Special Conditions.

#### **GC 12: DELAYS AND EXTENSION OF TIME**

If Contractor is delayed at any time in the progress of the work by any act or neglect of the FPA or of its employees, or by any other contractor employed by the FPA, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond Contractor's control, or by any cause which Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as Engineer may decide.

No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to Engineer. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which Drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish Drawings, until two (2) weeks after demand for such Drawings, and not then unless such claims be reasonable in the opinion of Engineer.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract documents.

### **GC 13: CONTRACTOR'S UNDERSTANDING**

Contractor understands that it, its employees, and all engaged in the prosecution of this work shall be legally qualified for engaging in public work.

It is understood that Contractor has, prior to submission of bid, satisfied himself as to the nature and location of the work, the conformation of the ground, the type, quality and quantity of the materials to be encountered, the type of equipment and the facilities needed prior to and during the prosecution of the work, the general and local conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the FPA before, during, or after the execution of this Contract, shall affect or modify the terms or obligations herein contained.

### **GC 14: WORK**

Contractor shall schedule and conduct its operations in such a manner as to cause the least possible inconvenience to tenants, thereby permitting FPA and FPA's tenants to conduct their operations in a satisfactory manner throughout the Contract period.

Contractor shall furnish any and all work, labor, equipment and materials necessary and incidental to the items specified herein and as may be indicated on the drawings or in these specifications as necessary to complete the project in full compliance with the Contract documents.

Contractor shall furnish all work and material incidental to the items in the Plans and Specifications as necessary to complete the project in full compliance with the Contract Documents.

Contractor shall accept the work site as found at commencement of "on-site" work, and it shall verify the scope of all work and all dimensions and details in the field and report any discrepancies noted to Engineer.

All work shall be done as described in the Specifications and shown on the Drawings, and in strict accordance therewith, to the satisfaction of Engineer.

Contractor shall lay out all work, check overall dimensions against intermediate dimensions, check and verify existing measurements and refer discrepancies, if any, to Engineer for direction.

Contractor shall install, maintain and remove all construction equipment and auxiliary devices, and shall be responsible for the safe, proper, and lawful maintenance of same. Contractor will be held responsible for any loss of materials on the site or incorporated in the construction and site including vandalism, theft and malicious mischief within its limits of work as indicated on the Drawings. Any losses involved, damages, etc. occurring shall be replaced or restitution made agreeable to the FPA,

as the case may be, at no cost to the FPA, until completion and acceptance of the work.

At no time shall the Contractor obstruct or impeded and flood gates, valves or other appurtenances such that FPA shall have full access and mobility as required to close or maintain any said structures, facilities or equipment. If Contractor's work requires to obstruct or interfere with these operations, Contractor shall obtain written approval from the FPA's Director of Engineering prior to such actions. Contractor shall provide a detailed schedule and description of these activities prior to obtaining such approvals.

Contractor shall coordinate time and location of deliveries of material and equipment to the project site with Engineer. Contractor shall have its own representative receive all deliveries. Contractor shall be fully responsible for all items delivered to the project site and shall provide, at its expense, all necessary protection and security for same.

The Construction Industry, OSHA Safety and Health Standards (29) CFR 1926/1920), U.S. Department of Labor, Occupational Safety and Health Administration Revised 1987 publication OSHA 2207 shall be made part of these Specifications and Contract requirements for the construction and occupancy by the FPA.

#### **GC 15: FURNISHED BY THE FPA**

Either with its own forces or otherwise, the FPA will provide the following items for this project:

1. Engineering services to the extent stated in General Conditions (Article on "Surveys, Alignment, Bench Marks, & Engineer's Checks) and testing laboratory services as stated in subsection "Materials Tests" below.
2. FPA's facilities to the extent stated in Special Conditions (Article on "Construction Site") below.
3. Space, if available, near the project area for storage of Contractor's tools and equipment but without responsibility on part of the FPA for security thereof.

Contractor shall pay for damage caused by its forces to structures, materials delivered to him, or to trucks or equipment, which are property of the FPA or others, or which might be used in providing the above mentioned work, services or materials.

Well in advance of time needed, Contractor shall make requests to Engineer or responsible representative for delivery of materials or services to be furnished as above.

Contractor's responsibility for material furnished by FPA shall begin at the point of delivery upon acceptance by Contractor. Contractor will examine each shipment prior to acceptance and shall reject all defective items.

Defective FPA-furnished materials discovered after installation and prior to final acceptance of the work, where the defect is of a nature not detectable by visual



examination and other appropriate field inspection methods, shall be replaced by FPA. Contractor shall, at its own expense, furnish all necessary tools, equipment, and appliances, and perform all necessary labor, for the removal and replacement of such defective items in a manner acceptable to Engineer.

All material furnished by FPA which disappears or is damaged after its acceptance by Contractor upon delivery by FPA's supplier, shall be replaced by and at the expense of Contractor. Replacements shall conform to the original purchase specifications on file with FPA. Contractor shall accept all risk of loss or damage to FPA-furnished material from the time of its acceptance by Contractor at the delivery site until final project completion.

#### **Delivery and Handling of Items Furnished by FPA**

Materials furnished by FPA for installation by Contractor will be delivered Free-on-Board Destination (F.O.B.) to the site as specified in applicable Specifications or Plans.

Contractor shall be responsible for all unloading, reloading, transporting to the site of installation, storage if necessary, re-handling, and installation.

All items shall be unloaded promptly after arrival. All charges for demurrage due to negligence or delay by Contractor shall be paid by Contractor. Materials shall be handled by methods which will prevent damage.

Scheduled delivery dates for equipment and materials to be furnished by FPA are listed in the applicable sections of the Contract Documents.

Contractor shall accept the risk of any delay in delivery of materials furnished by FPA, and if the work is delayed, it shall have no claim for damages or Contract adjustment other than an extension of time and the waiving of liquidated damages occasioned by the delay. Liquidated damages assessed for other reasons will not be waived.

### **15.1. Materials Tests**

FPA reserves the right to conduct tests of all materials for compliance with the Specifications. These tests will be performed at the direction and under the general supervision of the Engineer. Whenever practicable, sampling of materials will be done at the project location. In the event of a failure rate in excess of ten (10%) percent, the cost of the failing tests shall be at Contractor's expense and will be deducted from amounts due Contractor. The FPA will assume the costs of tests ordered by Engineer on materials found to meet the specified requirements. The cost to the FPA for any test is strictly limited to the cost of the sampling and testing itself. Contractor shall have no claim to other costs, such as, standby time, down time, labor costs, travel time, overtime, etc. Contractor shall coordinate and schedule its activities with Engineer as to ensure proper sampling and testing.

All welds shall be subject to spot nondestructive testing by any method(s) which, in the judgment of the FPA, may be required to establish the soundness of any and all

welds in conjunction with this Article, and in accordance with the American Welding Society STRUCTURAL WELDING CODE AWS D1.1, Section 6, Inspection, and "STRUCTURAL WELDING CODE - REINFORCING STEEL" AWS D12.1.

Contractor is obligated without extra cost to the FPA, to render all reasonable assistance needed at its plant or shop or at the job site in connection with sampling and testing materials or products, regardless of the test results.

#### **GC 16: MATERIALS, EQUIPMENT, APPLIANCES AND EMPLOYEES**

Unless otherwise stipulated, Contractor shall provide and pay for, including but not limited to, all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Contractor will be required to meter and pay for water on FPA property after making proper arrangements with FPA's Maintenance Department. (See Section 1500, "TEMPORARY FACILITIES, UTILITIES AND OPERATIONS").

Unless otherwise specified, all materials shall be new, and all workmanship, equipment, materials and articles incorporated into the work covered by the Contract are to be of grade and quality consistent with other specified items and as indicated by evidence satisfactory to Engineer.

When specified, required by standard specification made part of the FPA's Specifications, or requested by Engineer, Contractor shall submit certified copies of records showing course of supply, mill certificates, quality control of production and processing, or other evidence satisfactory to Engineer proving material quality. Engineer has the right, at FPA's cost, to do additional checking at source of supply or manufacture, and at any time before, during or after delivery, and to reject materials whenever non-compliance or defects are found.

Contractor shall be responsible for all materials received for this construction, including materials furnished him by the FPA, and it shall take all necessary precautions to protect same from loss and damage.

Construction equipment shall be adequate for job and specification requirements; any alterations made in equipment shall be without added cost to the FPA except for authorized changes in the work.

Contractor shall, at all times, enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not qualified to perform the work assigned to him.

If any person employed on the work shall refuse or neglect to obey the directions of Contractor, or its duly authorized agents, Engineer, or Engineer's representatives, as to workmanship, character of the work or quality of materials, or if he is so incompetent, disorderly or unfaithful as to interfere with the proper fulfillment of this

Contract or jobsite safety, he shall, upon the request of Engineer, be at once discharged and not again employed on the work.

#### **GC 17: REQUEST FOR ALTERATIONS OR SUBSTITUTIONS**

Should Contractor desire to make alterations or substitutions during the Contract period of any nature whatsoever, it shall formally request approval of the same, in writing, from the FPA. Such approval of a change or substitution will only be valid when issued to Contractor, in writing, signed by Engineer.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or approved equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance shall be submitted for prior approval in accordance with the procedure set out in General Conditions (see Article on "Equality").

#### **GC 18: EQUALITY**

Whenever proprietary materials, equipment, machinery or other products are specified, alternate materials, equipment, machinery or other products, of a well-known manufacture, equal in every respect to those specified, may be used, when approved in advance of its use, by Engineer. All substitutions shall be compatible with other items required for the work, and equality with specified items shall be as determined by Engineer, predicated upon the alternate item or items meeting all requirements embodied in those specified. Every substitution, even though approved by Engineer, shall remain the full responsibility of Contractor who will submit the bid. All items shall be handled, applied or installed in strict accordance with manufacturer's recommendations and instructions and with these Specifications.

All requests for substitutions shall be submitted **in writing** by Contractor, and Engineer's decision will be rendered, in writing by Addenda. All requests must be accompanied by complete manufacturer's literature, Drawings if necessary, and Specifications, covering the properties and use of the item or items to be substituted. Failure to submit the additional documentation with the request, may cause the Engineer to render a "Rejected" verdict.

If Contractor who will submit the bid wishes to request prior approval of a particular product other than a product specified in the Contract Documents, it shall do so no later than fourteen (14) working days prior to the opening of bids (exclusive of holidays and weekends). Within ten (10) working days, (exclusive of holidays and weekends), after receipt of said request, the Design Engineer shall furnish to Contractor a written approval or denial of the product submitted. Additional or supporting documents submitted within the 14 day threshold may or may not be considered in the Engineer's ruling. The approval or denial, the proposed substitution, and the prior approved

product(s) will be sent to the Owner, Contractor making the request and listed in an addendum. Engineer may, at his discretion, informally send an approved substitutions list to all official "Plan Holders". This informal list shall not be considered official or approved substitutions until such substitutions are listed as approved in an Addenda.

If Engineer fails to render a verdict on a request for an approved equal (submitted prior to the fourteen (14) day threshold) within ten (10) working days, then the bid opening shall be extended seven (7) to ten (10) working days

#### **GC 19:        REMOVAL OF IMPROPER MATERIAL**

If Contractor shall bring or cause to be brought on the work materials which do not conform to the requirements of the Contract, Engineer shall order the same to be removed forthwith, whether or not incorporated into the work, and in case of the neglect or refusal of Contractor or those employed by him to remove such materials, Engineer shall cause the same to be removed at the expense of Contractor and shall deduct the cost of such removal and all other expenses incident thereto either from the final or from any other estimate of the amount due to Contractor on this Contract.

#### **GC 20:        ROYALTIES AND PATENTS**

Unless otherwise specified, Contractor shall pay all royalties and license fees. It shall defend, at its own cost and risk, all suits or claims for infringement of any and all patent rights and shall save the FPA harmless from all loss, claim, expense or damage on account thereof.

#### **GC 21:        CONNECTIONS WITH UTILITY SERVICES**

Prior to any work being connected to receive service from any utility, whether owned privately or publicly, all requirements of that utility shall be complied with by Contractor, who shall be held responsible for determining the extent of such requirements, and who shall pay all fees and charges involved, unless the FPA has made other arrangements under the terms of this Contract. Connection to any public utility is prohibited without utilizing a meter issued by or obtaining written permission from the respective utility company.

#### **GC 22:        INSPECTION OF WORK**

Engineer and his representatives shall at all times have access to the work in preparation or in progress for the purpose of inspecting the work regarding compliance with the Plans and Specifications, and Contractor shall provide proper facilities for such safe access and inspection. The presence or absence of Engineer or his representative does not relieve in any degree the responsibility or obligation of Contractor.

If the Specifications, Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, Contractor shall give Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than Engineer, of the date fixed for such inspection. If any work should be covered up without approval or consent of Engineer, it must, if required by Engineer, be uncovered for examination at Contractor's expense.

All tests and inspections of electrical installations and of water lines shall be made, and other requirements of authorities having jurisdiction shall be met before acceptance of the work by Engineer.

Contractor shall remove, rebuild and make good at its own cost all work which is found to be defectively executed, or otherwise not in conformity with Contract requirements, including repair or replacement of materials or other property of the FPA injured or destroyed by Contractor. **Failure to condemn work at the time of its construction shall not be construed as an acceptance of defective work.** If any doubt exists as to quality of workmanship of such work, Contractor must, on order of Engineer, remove or expose such work for examination. On such examination, if the work is found to be imperfect, or otherwise not in conformity with the requirements of the Contract, it must be corrected by Contractor at its sole cost, risk and expense. If, however, such work is initially thought by the FPA to be imperfect or defective but is found to be satisfactory on such inspection, the actual cost of removing and replacing, plus an allowance for overhead and profit on a percentage basis, as provided in General Conditions (Article on Extra Work and Payment), shall be paid to Contractor by the FPA (except when the work was covered up without approval or consent of Engineer and was ordered to be uncovered, as aforesaid).

## **GC 23: PERMITS AND REGULATIONS**

All permits of a temporary nature and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by Contractor. Contractor shall obtain a permit from, and follow the procedures of, the respective municipal Sewerage and Water Board (S&WB) for all plumbing work which connects into said S&WB's municipal potable water supply or discharges into the municipal sewerage system. FPA shall provide the Contractor with copies of all permits, in which, it filed for the referenced project. Contractor shall be responsible for adherence to all provisions of such permits and procedures as stated in those documents.

The FPA will obtain permits and/or letters of no objection (LNO) from governmental agencies for the permanent work including, but not limited to, those from the USACE, FPA, LaDOTD, LA DNR, LDEQ, USCG, Levee Districts, Port NOLA, and railroad companies, as applicable. A City of New Orleans building permit is not required. Contractor shall comply with the City of New Orleans Municipal Code, Chapter 42A "Community Noise Control" regarding noise from pile driving and other construction operations, while working in Orleans Parish, and follow similar codes when working in other parish(es).

If the USCG puts the Regulated Navigational Area (RNA) into effect it is the responsibility of Contractor to be aware of this and comply at no additional cost to the FPA. RNAs are water areas within a defined boundary for which regulations for vessels navigating within the area have been established. The District Commander can issue RNAs to control vessel traffic in a place determined to have hazardous conditions. RNAs usually prescribe what type or size of vessels may enter an area or in what manner they must navigate.

Contractor shall give all notices and shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If Contractor observes that the Drawings or Specifications, or both, are at variance with laws and regulations, it shall promptly notify Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. After the discovery of any such variance, Contractor shall not proceed with any part of the work thereby affected, and it shall neither start nor resume work thereon until the variance has been removed by Engineer and Contractor notified in writing of the removal.

#### **GC 24: PROTECTION OF WORK AND PROPERTY**

Contractor shall provide and maintain all necessary flagmen, watchmen, barricades, fire watch, warning lights, signs and other suitable protective devices, together with marking buoys and other navigational aids, as required, and shall take all other necessary precautions for the protection and safety of the work and the public against personal injury (including death) and property damage. It shall continuously maintain adequate protection of all work from damage and shall take all reasonable precautions to protect the FPA's properties from damage or loss arising in connection with this Contract. It shall make good any and all damage, injury or loss resulting from its failure to provide such necessary protective precautions, except such as may be directly due to, or caused by agents or employees of the FPA. It shall adequately protect adjacent private and public property.

In an emergency affecting the safety of life, of the work, or of adjoining property, Contractor is, without special instructions or authorization from Engineer, hereby required to immediately take all necessary measures to prevent such threatened damage, loss or injury.

Contractor shall erect and maintain, as required by existing conditions and progress of the work, all safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The responsibility of Contractor under this Article shall continue until final written acceptance of the project by Engineer, except as to those portions of the work for which Engineer has issued to Contractor a certificate of completion in accordance with General Conditions (Article on Use of Completed Work Prior to Final Acceptance), or when areas of partially completed construction are taken over for an interim period,

as provided in General Conditions (Article on Use of Completed Work Prior to Final Acceptance).

Contractor shall assume responsibility of the area within the project limits. Any damages, whether by its own forces or by other shall be repaired by approved methods and materials. This includes but is not limited to: Repair all damage to soils (e.g. ruts, tread marks, etc.) with approved soils and seed/fertilize the damaged areas; repair any damages to asphalt or concrete pavements, including bike paths and AWAR; repair any damages to any levees or flood structures.

Contractor shall furnish a detailed construction Safety Plan and Storm Preparedness Plan to Engineer at the Pre-Construction Conference for acceptance. The safety plan shall meet all safety standards of local agencies, state agencies, federal agencies, OSHA, and as specified in the Contract documents. Any Contractor employee or Subcontractor employee not adhering to safety standards shall be removed from the project and FPA property. In preparation for any upcoming storm, any regulatory agency such as but not limited to, USCG, USACE, EPA, CPRA, FPA, etc. may direct the Contractor to demobilize any or all of its equipment, staging, materials, etc. and/or securing the worksite as a precaution to any flood or wind damages impacting navigation, floodwalls, flood protection, levees or as required for general public safety, Contractor shall do so at no additional cost to FPA. In the event of a named storm, Contractor shall backfill any excavation within 1500 feet of the Mississippi River Levee protection system or 300 feet of any other levee or floodwall. Any waiver of this requirement shall require written approval from the DPA Director of Engineering. Costs of demobilization and remobilizations post incident shall not be reimbursed to the Contractor. The Storm Preparedness Plan shall discuss all procedures, schedules, processes and other details necessary to comply with these requests.

The Flood Protection Authority (FPA) shall not be responsible for any damage to Contractor property. The FPA shall also not be responsible for any damage or impacted to materials or installed items (due to storms, vandalism, or other reason) until said items receive a written formal final or partial acceptance.

## **GC 25: SUPERINTENDENCE AND SUPERVISION**

From commencement of construction through final acceptance of the project, Contractor shall keep on the site of the work project during all work hours, a competent, qualified and experienced superintendent and any necessary assistants, all satisfactory to Engineer. Said superintendent shall have full authority from Contractor to carry out all orders given by Engineer, and shall exercise active supervision of all work performed under this Contract, including work subcontracted, and shall not be transferred from this project to other work (even partially) without the approval of Engineer. Directions shall be confirmed in writing upon written request in each case. Contractor shall give efficient supervision to work, using its best skill and attention. During the construction and maintenance period of the work of this Contract, all orders given by Engineer or his representatives to the manager,

superintendent, or foreman of Contractor, in the absence of Contractor, shall have the same force and effect as given to Contractor.

**Contractor is required to sign the FPA's resident project inspector's Daily Work Report (DWR)**, which shall list all pay quantities performed on the date of the report. Contractor shall also note any disagreements they may have with the quantities listed or notes on the report. **If it is not possible to produce the formal report on the day of installation, it is the Contractors responsibility to have an informal written document/note, with agreement or disagreement of the quantities installed, signed the same day of the install.**

Neither party shall employ or hire any employee of the other party or any party's representative(s) without all parties' written consent.

#### **25.1. Progress Meetings**

If requested by Engineer, Contractor shall schedule and hold regular progress meetings at least monthly and at other times as requested by Engineer or required by progress of the work at the project site. Contractor, FPA Quality Control Engineer, Project Engineer, Field Project Representative, Contractor's Project Manager and Superintendent, Subcontractors active on the site and any other representatives requested by the Engineer shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its suppliers, manufacturers, and other Subcontractors. Contractor shall be fined \$250 if its Project Manager or Superintendent of record fail to attend the scheduled progress meeting. Fines shall be deducted from the progress payments.

Contractor shall preside at the meetings **and provide for keeping and distribution of the minutes**. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, submittal data, anticipated work, pay requests, etc. and resolve other problems which may develop.

#### **GC 26: CHANGES IN THE WORK**

Engineer shall have the right to make alterations in the quantity, lines, grades, plans, details or dimensions of the work herein contemplated, either before or after the commencement of the work and without notice to Surety, but subject to adjustment in payments as provided under General Conditions (Article on Extra Work and Payment). If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages for anticipated profits for the work dispensed with, but when the reduction in amount is a material part of the work contemplated, Contractor shall be entitled to compensation, as determined by Engineer, for overhead and equipment charges which it may have incurred in expectation of the quantity of work originally estimated, unless otherwise specifically provided herein; if such alterations increase or decrease the amount of work estimated for a unit price work item shown on the Unit Price Form, Contractor shall be paid according to the quantity of work actually



performed as field measured and as verified by the FPA, and at the unit price stated on the Unit Price Form for such work under this Contract.

If, however, the character of the work, or in case no costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made either for or against Contractor, in such amount as Engineer may determine to be fair and equitable.

For Lump Sum Contracts, Contractor shall submit a schedule of values prior to the execution of the work. For any change in the work, Contractor shall submit a cost breakdown of the change plus profit and overhead. Any requested change shall be approved by FPA prior to approval of the work to proceed.

## **GC 27:       SUSPENSION OF WORK**

The FPA may at any time suspend the work, or any part thereof, giving notice to Contractor in writing specifying the date work is to be suspended. The work shall be resumed by Contractor within ten (10) calendar days after the date fixed to resume work in the said written notice, or in a supplementary written notice, from the FPA to Contractor.

The FPA shall reimburse Contractor for reasonable expense incurred by Contractor in connection with the work under this Contract as a result of such suspension, the amount of such reasonable expense to be approved by Engineer, unless such suspension is ordered to secure compliance with the terms of this Contract.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the FPA does not give notice in writing to Contractor to resume work at a date within ninety (90) calendar days of the date fixed in written notice to suspend, then Contractor may abandon that portion of the work so suspended, provided that Contractor shall have given the FPA thirty (30) calendar days written notice of such intent prior to the termination of the said ninety (90) calendar day period, unless such suspension had been ordered to secure compliance with the terms of this Contract. Contractor will be entitled to the estimates and payments, if any be due, and as determined by Engineer, for all completed portions of the work so abandoned.

## **GC 28:       The FPA's RIGHT TO DO WORK**

If it shall appear to Engineer that the progress of any portion of the work is not sufficient to ensure satisfactory completion of the Contract within the time herein designated, or within any additional time which may have been granted, or that any portion of the work is not executed or is not being executed in compliance with the Specifications or Plans, then Engineer shall notify Contractor in writing to remove all cause of complaint within the time specified in such notice. If Contractor fails so to do, Engineer may proceed to complete such portion of the work in such manner as he may determine.

All cost of such work shall be deducted from any money due, or which may become due, to Contractor under this Contract.

#### **GC 29:        The FPA's RIGHT TO TERMINATE CONTRACT**

If Contractor should become insolvent, or be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if, being a corporation, a receiver should be appointed for Contractor, or if it should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws or ordinances or the instructions of Engineer, or should cease operations under this Contract at any time for more than ten (10) calendar days, or otherwise be guilty of a substantial violation of any provision of the Contract, then the FPA, on the certificate of Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving Contractor and its Surety seven (7) calendar days written notice, take possession of the premises and of all materials, tools and appliances thereon, and finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor and Surety shall pay the difference to the FPA. The expense incurred by the FPA, as herein provided, and the damage incurred through Contractor's default, shall be certified by Engineer.

#### **GC 30:        FPA'S RIGHT TO TERMINATE CONTRACT FOR ITS CONVENIENCE**

The FPA, by written notice, may terminate this Contract in whole or in part when it is in the interest and for the convenience of the FPA. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of work under this Contract is terminated and the date on which the termination is effective.

After receipt of a notice of termination, Contractor shall:

- 1) Stop work immediately;
- 2) Place no further orders for materials or services;
- 3) Settle any outstanding liabilities arising out of the termination of subcontracts with the approval of Engineer;
- 4) Turn over to the FPA, if directed by Engineer, fabricated or un-fabricated parts, supplies, and other materials produced or acquired in connection with the Contract so terminated;
- 5) Complete whatever portion of the work in progress as shall not have been terminated.

Contractor and the FPA may agree upon the amount to be paid Contractor because of the termination pursuant to this clause, which amount may include a reasonable allowance for profit on work done. The Contract shall be amended accordingly and Contractor paid the agreed amount upon certification by Engineer.

**GC 31: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work should be stopped under an order of any court or public authority, for a period of ninety (90) calendar days, through no act or fault of Contractor or of anyone employed by him, or, except as provided in General Conditions (Article on Payments Withheld and Deductions), if Engineer should fail to issue any estimate for payment within sixty (60) calendar days after it is due, or if FPA shall fail to pay to Contractor within a reasonable time any sum certified by Engineer, then Contractor may, upon seven (7) calendar days written notice to FPA and Engineer, stop work or terminate this Contract and recover from FPA payment for all work executed and any loss sustained.

**GC 32: REMOVAL OF EQUIPMENT**

In case of termination of this Contract before completion from any cause whatsoever, Contractor, if notified to do so by FPA, shall promptly remove any part or all of its equipment and supplies from the property of FPA. Should Contractor fail to make such removals, the FPA shall have the right to remove all such equipment and supplies at the expense of Contractor.

**GC 33: USE OF COMPLETED WORK PRIOR TO FINAL ACCEPTANCE**

Without in any way invalidating this Contract, FPA shall have the right to take possession of and to use any portion of the work at any time, as hereinafter provided.

If, at any time, any portion of the permanent construction has been substantially and satisfactorily completed in accordance with the plans and Specifications, and if Engineer determines that such portion of the permanent construction is not required for the operations of Contractor, but is needed by FPA, Engineer shall issue to Contractor a Letter of Partial Acceptance for such portion, and thereupon or at any time thereafter FPA may take over and use said portion of the permanent construction described in such letter, and may exclude Contractor therefrom.

When all of the work has been substantially and satisfactorily completed in accordance with the plans and Specifications, Engineer may issue to Contractor a Certificate of Substantial Completion, and thereupon or at any time thereafter the FPA may take over and use the work and may exclude Contractor therefrom. At the time of such takeover and until the Contract is formally accepted by FPA as complete (Final Acceptance), and during such further periods thereafter as any payment provided for

under the Contract shall remain unpaid by FPA, the insurance coverage shall continue but only to the extent of the amount remaining unpaid.

If at any time, it is determined by FPA that the interim use by FPA of parts of staging area is necessary as a temporary measure, Engineer shall issue a written notice to Contractor stipulating this need and thereupon, or at any time thereafter, FPA may take over and use such area as described in said notice, and may exclude Contractor therefrom. Such area taken over by FPA for interim use shall be returned to custody of Contractor for completion of construction upon termination of FPA's need for the area. The entire area used shall be returned to Contractor in its original condition, otherwise FPA will be fully responsible for all expense incurred in restoring said area to such original condition. A Letter of Partial Acceptance will not be issued for this case.

When completed portions of permanent construction are taken over by FPA, or when parts of staging area are taken over for an interim period, then in both cases Contractor's obligation as stipulated under General Conditions (Article on Protection of Work and Property) of these documents shall immediately cease within the stipulated areas of FPA use, until such time as FPA returns such parts of staging areas to the custody of Contractor.

Contractor shall provide a schedule of all guarantees and warranties prior to issuance of Letter of Partial Acceptance.

The guarantee and warranty period provided in General Conditions (Article on Performance Bond and Continuing Obligations) for all work satisfactorily completed in areas taken over by FPA for permanent use shall begin at time of issuance by FPA to Contractor of Certificate of Final Acceptance of such areas.

Contractor's performance bond may be reduced at time of issue by FPA of Letter of Partial Acceptance for a completed area of the work. The amount of such reduction shall be equal to the Contract bid price value of the work covered in the Letter of Partial Acceptance, provided that the **performance bond shall never be reduced to less than fifty percent (50%) of the Contract amount**. If such prior use increases the cost of or delays the work of Contractor, Contractor shall be entitled to extra compensation, or extension of time, or both, as determined by Engineer.

#### **GC 34: WARRANTY**

Contractor warrants to FPA that the work under this Contract shall be as specified by the Contract Documents and new unless otherwise required or permitted by the Contract Documents and that the work will be free from defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage.

In addition to any other obligations herein or at law, any action against Contractor on the Contract or on the bond, or against Contractor or the Surety or both on the bond furnished by Contractor, all in connection with the work or any designated portion thereof shall prescribe in accordance with the provisions of La. R.S. 38:2189. If any part of the work is found not to be in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from FPA to do so. FPA shall not be required to provide notice or allow Contractor an opportunity to repair if FPA reasonably believes that the delays associated with such notification and repair by Contractor may adversely affect FPA's interests. If Contractor fails to correct nonconforming work within a reasonable time after receipt of notice from FPA, or if FPA determines that delays associated with notice and Contractor's repair may adversely affect FPA's interest, then FPA may correct or have the defective or non-conforming work corrected at Contractor's expense. If later inspection demonstrates that the defect or failure was not covered by the manufacturer's warranty, nor attributable to defective workmanship of Contractor, the cost of repairs or replacements will be for FPA's account. Contractor shall assign or properly transfer to FPA any and all manufacturer warranties it has received in its performance of the work pursuant to this Contract.

#### **GC 35: INDEMNITY**

Contractor shall protect, defend, indemnify, and keep, save, and hold harmless FPA from any and all losses, costs, claims, damages, demands, attorney's fees, expenses, penalties, fines, suits and actions of any kind and nature arising out of any accident or any occurrence, negligent or otherwise, including environmental liability, causing injury including death, to any person or persons or damage to property, directly or indirectly caused by, resulting from, or growing out of the performance of its obligations under this Contract, whether caused by its affiliates, its subsidiaries or its employees, servants, agents, representatives or subcontractors, including such as may be imposed for the violation of any law, ordinance, or regulation (federal, state or local); and Contractor shall defend and indemnify FPA from and against any and all costs and expenses in connection with the foregoing, including court costs, related litigation expenses, and reasonable attorney's fees that may be incurred by FPA, provided however, that nothing herein shall be construed as indemnifying FPA against its own negligence or that of its officers, agents, servants, or employees when such negligence (as determined by final judgment of a court of competent jurisdiction) is the direct cause of such loss, damage, injury or death and when there is no negligence on Contractor's part which is a contributing cause of such loss, damage, injury or death. Contractor hereby acknowledges that the duty to defend is a separate and distinct obligation herein and, on the filing of any action, claim, suit or proceeding of any nature or kind against FPA, shall defend FPA from and against any and all of the foregoing actions, claims, or suits of whatever nature or kind, directly or indirectly caused by, resulting from, or growing out of Contractor's performance of its obligations under this Contract, whether or not there is insurance coverage for the actions, claims or suits. Furthermore, Contractor shall be liable for attorney's fees and costs incurred

by FPA if it must file suit or retain counsel to enforce the terms of this indemnity. FPA shall notify Contractor of any claim, demand, suit or other action brought or raised against FPA for which Contractor may be liable as stated above. The provisions of this indemnity shall survive this Contractor and are intended to be severable. If any term or provision should be determined invalid or unenforceable for any reason, that invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms of this indemnity.

#### **GC 36: FPA'S INSURANCE**

FPA may, at its option and at its expense, procure and maintain such insurance as will protect it from its contingent liability for damages for personal injury, including death, which may arise from operations under this Contract.

#### **GC 37: FORCE MAJEURE**

Contractor shall not be in default in the performance of any obligation undertaken on this Contract if performance is rendered impossible or delayed because of any Force Majeure, but for no longer time period. As used in this Contract, Force Majeure shall include but not be limited to Acts of God, lightning, earthquakes, hurricanes, strikes, fires, storms, epidemics, riots, labor disputes, civil insurrections, wars, or acts of terrorism. Any delay caused by such a Force Majeure shall not be recognized unless Contractor notifies FPA in writing within ten (10) working days after the occurrence of the Force Majeure. Contractor shall use commercially reasonable efforts to remedy the effects of the Force Majeure with all due diligence. Neither economic impracticality nor the inability of Contractor to perform in whole or in part for economic reasons shall be considered loss under this Article.

#### **GC 38: UNPAID WAGES**

Whenever, in the opinion of Engineer, it may be necessary for the progress of the work to secure to any of the employees engaged in the work under this Contract any wages which may be then due them, FPA is hereby authorized to pay the employees the amount due them or any lesser amount, and the amount so paid them, as shown by their receipts, shall be deducted from any moneys that may be or become payable to Contractor.

#### **GC 39: PERFORMANCE BOND AND CONTINUING OBLIGATIONS**

Contractor shall furnish a good and solvent bond either in the form attached hereto and forming part of this Contract or on a form acceptable to FPA to insure prompt and proper performance of all of the obligations imposed on Contractor under the Contract in an amount equal to the total amount of the Contract, except as provided under La.

R.S. 38:2216(C). The bond shall be cancelled and the Surety released only in accordance with the provisions of law and of this Contract.

Under the bond and as a guarantee against faulty materials or workmanship or the negligence of Contractor, the responsibility of Contractor and Surety shall continue as provided by law after a Letter of Partial Acceptance of work has been issued by FPA to Contractor as provided in General Conditions (provisions for Use of Competed Work Prior to Final Acceptance) hereof or after final acceptance when no Letter of Partial Acceptance is given. Consistent with its obligations arising under this Contract and the Public Works Act., La. R.S. 38:2241 et seq., Contractor shall, at its expense, remedy any and all defects which appear after issuance of Letter of Partial Acceptance (with respect to the particular portion of the work affected if a Letter of Partial Acceptance was issued for that portion separately from the whole of the work) or after Final Acceptance as the case may be, and Contractor shall replace defective materials and equipment and shall pay for all damage to other work resulting therefrom. FPA shall give notice to Contractor of any and all observed defects with reasonable promptness.

#### **GC 40: CLAIMS BY CONTRACTOR FOR ADJUSTMENT; DISPUTES**

Should Contractor be of the opinion, at any time, that additional compensation is due it for work or materials not clearly covered in this Contract or not previously ordered by Engineer as extra work, as defined herein, Contractor shall notify Engineer in writing of Contractor's intention to make claim for such additional compensation before it begins the work on which it bases the claim. If such notification is not given and Engineer is not afforded proper facilities by Contractor for keeping strict account of actual cost as required, then Contractor shall thereby automatically forfeit its right to such additional compensation.

Such notice by Contractor and the fact that Engineer has kept account of the cost as aforesaid shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by Engineer, is found to be just, it will be paid for as extra work in accordance with the General Conditions (Article on Extra Work and Payment). Nothing in this Article shall be construed as establishing any claim contrary to the terms of the General Conditions (Article on Changes in the Work).

Except as provided above in this Article, should Contractor be of the opinion, at any time, that it has sustained damage or has incurred additional costs, for which it may be due compensation under this Contract, Contractor shall, within thirty (30) calendar days after sustaining, or after ascertaining the probable existence of, such damage, make a written statement to Engineer of the nature of the damage claimed. Engineer shall thereupon render a decision in the matter.

#### **GC 41: TEMPORARY WORK AND STORAGE AREAS**

Contractor shall provide such temporary construction facilities and areas as are required for execution of the work and storage of its equipment and material, together with means of access to same, all at Contractor's cost, except as may be otherwise provided in the Special Conditions of this Contract or by written advice of Engineer.

#### **GC 42: PERFORMANCE OF WORK BY CONTRACTOR**

Contractor shall perform at job site, in its own shop or in its own plant or yard, and with its own organization, as integral part of the construction work equivalent to at least sixty percent (60%) of the total amount of work to be performed under the Contract. If, during the progress of the work hereunder, Contractor requests a reduction in such percentage, and Engineer determines that it would be to the advantage of FPA, the percentage of work required to be performed by Contractor may be reduced, provided written approval of such reduction is obtained in advance by Contractor from the Director of Engineering.

The practice whereby Contractor furnishes a performance bond to FPA for the benefit of another organization which will actually perform the work is deemed to be an assignment of this Contract prohibited by General Conditions (provisions on Assignment) above and a violation of this Special Conditions (provisions on Performance of Work by Contractor). The violation of the provisions of General Conditions (provisions on Assignment) and Special Conditions (provisions on Performance of Work by Contractor) **may result in the disqualification of Contractor to be awarded future contracts with the FPA.**

#### **GC 43: ASSIGNMENT**

Contractor shall not assign this Contract or subcontract it as a whole or contrary to the provisions of Invitation to Bid and the Special Conditions (Article on Performance of Work by Contractor), without the prior written consent of FPA, and only when Engineer determines that it would be to the advantage of FPA.

#### **GC 44: RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by FPA's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by Engineer.



**GC 45: WORK UNDER SEPARATE CONTRACTS AND BY FPA'S FORCES  
AND COORDINATION OF WORK**

FPA reserves the right to let other contracts in connection with this work, and to do additional work at the site with its own forces. Contractor shall afford other Contractors and FPA's forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with FPA's forces.

It is the responsibility of Contractor to coordinate its work to minimize the inconvenience to the FPA, adjacent property owners, the FPA's tenant(s), and other contractors working adjacent to Contractor's work areas.

Contractor shall confine its operations to within the limits of work shown on the Drawings and it shall restrict its operations to the least amount of area necessary to perform the work so as to reduce disruption of the FPA or tenant's operations.

Contractor shall coordinate its work, well in advance of any construction, with Engineer, utility companies, Local Agencies, other contractors working in the area, and the tenant.

When work may affect or be affected by port marine traffic and berthing operations, Contractor shall contact the port's vessel berthing team a minimum of two (2) times per week to coordinate work plans with the anticipated vessel berthing requirements.

If any part of Contractor's work depends for proper execution or results upon the work of any other party, Contractor shall inspect and promptly report to Engineer any and all defects in such work that render it unsuitable for such proper execution and results. Its failure to inspect and report shall constitute an acceptance of the other party's work as fit and proper for the reception of its work except as to defects which may develop in the other party's work after the execution of its work.

**GC 46: SUBCONTRACTORS**

Contractor shall, as soon as practicable after the signing of the Contract, notify Engineer in writing of the names of subcontractors proposed for the work and shall not employ any that Engineer may, within ten (10) calendar days, object to as incompetent or unfit because of unsatisfactory previous performance on contracts for FPA or for others. Such unsatisfactory performance will constitute the only cause for rejection by Engineer of a subcontractor proposed by Contractor for employment on the project. Sub-contractors performing work valued at \$50,000 or more shall be licensed in accordance with L.A. R.S. 37:2163 and 37:2150.1.

Contractor shall be fully responsible to FPA for the acts and omissions of its subcontractors and of persons either directly employed by it, as it is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and FPA.

#### **GC 47:       SURVEYS, ALIGNMENT, BENCH MARKS AND ENGINEER'S CHECKS**

When, in the opinion of Engineer, a property boundary survey is necessary for the proper conduct of the work, FPA will furnish such survey at its expense, unless specifically provided otherwise in Contract documents.

When needed, FPA will also establish, on or adjacent to the site of the work, a base line with starting point thereon, and one or two bench marks, but Contractor shall be responsible for making, with its own engineers and surveyors, all other measurements required in laying out and controlling its work.

Contractor shall carefully preserve FPA's bench marks, reference points and stakes, and in case of willful or careless destruction it shall be charged with the expense of restoring them, and Contractor shall be responsible for any and all mistakes that may be caused by their loss or disturbance of the benchmarks.

At his discretion, Engineer may check Contractor's work for proper alignment and grade at any time, but the making of such check or checks shall not be assumed either to establish a precedent requiring similar checking by Engineer at any other time, or to relieve Contractor from full responsibility for the correctness of its work.

#### **GC 48:       ENGINEER'S STATUS**

Engineer shall represent FPA in the execution of all work under the Contract and he may perform technical inspection of the work as, at his discretion, is necessary in the best interest of FPA. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this Contract. He shall also have authority to reject all work and materials which do not conform to this Contract. He shall verify and approve amount, quantity or classification of work or materials for which FPA will make payment to Contractor.

#### **GC 49:       ENGINEER'S DECISIONS**

Engineer shall, within a reasonable time after its presentation to him, make decisions on all claims of FPA or Contractor. He shall render decisions on all other matters relating to the execution and progress of the work or the interpretation of the Contract documents, whenever such decisions are necessary for the proper conduct of the work. Should Contractor disagree with the decision made by an Engineer's assistant or consultant it shall request an Engineer's decision. All decisions of Engineer, when so requested, shall be rendered in writing. Except as provided under General Conditions (Article "Review of Decisions"), Engineer's decision in all matters under his jurisdiction shall be accepted as final and conclusive.

## **GC 50: REVIEW OF DECISIONS**

Should Contractor object to any decision, other than as to technical engineering questions, rendered by Engineer, Contractor may appeal, in writing, to FPA for a review of such decision. Within thirty (30) calendar days after receipt of such appeal, FPA shall afford opportunity to Contractor to appear before it or before any committee or any executive designated by FPA, for the purpose of a hearing on the objections previously submitted in writing. The decision of FPA on such appeal shall be final and conclusive, subject however to Contractor's option to appeal any adverse decision to a court of competent jurisdiction as provided by applicable law. Any such decision of FPA, any work product produced in connection therewith, and all proceedings pursuant to this Article shall be considered for settlement purposes only.

## **GC 51: FINAL CLEANING UP**

Contractor shall, after completion of the work, and prior to final inspection and acceptance by FPA, remove and satisfactorily dispose of all temporary structures, false work, debris, tools, equipment and materials left over and not incorporated into the work, except that valuable surplus materials furnished by FPA and materials furnished by FPA and designated to be salvaged shall be delivered by Contractor to a designated FPA storage area within FPA property. The site of the work shall always be left in a clean, **well-drained condition**, with the work itself in a finished, complete and satisfactory state. Building floors, decks, paved areas and similar finished surfaces shall be left in a broom swept condition.

## **GC 52: PAYMENTS WITHHELD AND DEDUCTIONS**

FPA may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any Letter of Partial Acceptance or Certification of Substantial Completion to such an extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed against Contractor or reasonable evidence indicating probable filing of claims.
3. Delay in completion of the Project due to Contractor action, omission, or inaction.
4. Failure of Contractor to make payments promptly to subcontractors or for material or labor. Contractor shall furnish full and satisfactory evidence, when called upon by FPA, that all persons having done work or furnished materials hereunder, and for which FPA may be liable, or for which a lien has been or might be filed, shall have been paid or satisfactorily secured.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.

6. Damage to another contractor.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

If Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

**GC 53: PAYMENT, EXTRA WORK, AND FORCE ACCOUNT**

When Contractor is directed to perform work, including furnishing of materials as required, which is neither shown on the Drawings nor reasonably implied elsewhere in the Contract documents, and for which no price has been named in the agreement for work or materials of like character, such items shall be considered as extra work, and shall be performed by Contractor to the satisfaction of Engineer.

Extra payment will positively not be made for materials or work indicated in the Contract documents, or which can be predetermined from careful pre-bid examination by Contractor, nor for labor and material considered incidental to other contract work, nor for miscellaneous and incidental materials and work required for repairs and replacements.

Payment for extra work, including materials, will not be allowed unless approved in advance, in writing, by Engineer.

Terms of payment for extra work will be the same as for work stipulated in the agreement.

The value of all such extra work, or change, for which full payment is to be made, shall be determined by the unit prices named in the Contract, ONLY IF unit prices were shown on the Unit Price Form and if the scope of work is not altered beyond the limits established by the General Conditions (Article on Changes in Work); otherwise said value shall be determined through mutual agreement by one or more of the following:

METHODS (a), (b), & (c)

- (a) By estimate and acceptance in a lump sum. The estimate shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, plus an allowance for profit and overhead on a percentage basis as hereinafter provided.
- (b) By unit prices subsequently agreed on. Such unit prices shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, plus an allowance for profit and overhead on a percentage basis as hereinafter provided.

(c) By actual cost, plus an allowance for overhead and profit on a percentage basis as hereinafter provided (a.k.a. **Force Account**).

Method (c) will be used only when Methods (a) or (b) are not practical or not in the best interest of FPA. If method (c) is agreed on, Contractor shall keep an accurate account of its actual costs, as defined below, together with supporting invoices and payroll records, and shall present them in such form as Engineer may direct. Actual reimbursable costs for extra work shall include the incurred costs of actual labor and materials charges. Labor charges shall include actual payroll cost of labor, mechanics and foremen used on the extra work, together with those additional expenses directly based on payroll, such as workers' compensation insurance, social security, payroll taxes, welfare and other fringe benefits. **No part of the time of supervisory, engineering, clerical or general utility employees, nor of executive personnel, not previously and regularly assigned to the project, shall be included in the payroll charges for extra work unless their employment is used solely on the extra work and is authorized in advance, in writing, by Engineer.** Cost of materials shall include actual net invoice amounts, after allowance for trade discounts, together with other incidental costs such as freight and transportation charges, sales and use taxes. Cost of all manual hand tools together with mechanically, electrically or pneumatically operated hand tools with manufacturer's power rating not exceeding two (2) horsepower will be considered as part of the charge included in the provision for overhead. All hand tools in excess of two (2) horsepower rating will be paid for at rental rates not in excess of those current and prevailing in the New Orleans area.

Large construction equipment shall be paid for during time when used exclusively on extra work and at rental rates not in excess of those shown in the "Compilation of Rental Rates for Construction Equipment," latest revision, prepared by Associated Equipment Distributors, 30 East Cedar Street, Chicago Illinois, and subject to approval by Engineer. The pay rate for contractor furnished equipment shall be the lesser of the total used rate (day, week, month, etc.) for the actual amount of time used. In the absence of a listing of such equipment in the foregoing publication, charges for such unlisted equipment shall be agreed upon in advance and confirmed in writing by Engineer. The rental rates shall be the lowest applicable to the period during which they are in use. Taxes, if any, applicable to rental shall be added (if project is not tax exempt). The foregoing charges shall be understood to include all fuel, lubricants, maintenance, sacrificial and permanent parts, overhead and profit on equipment. If such large equipment is transported to and from the job site solely for the extra work, usual charges, if any, as approved as aforesaid, shall be added for handling to and from said job site, so long as mobilization was not included as a pay item for the extra work. Standby rental rate(s) shall be paid at 1/2 of the stated rental rate. Standby rate shall be considered whenever a piece of equipment is not being used (each hour during the course of a working day). If standby is used for a portion of the work day, then the daily rental rate shall be divided by the typical working hours on the project to generate an hourly equipment rental rate and then paid for the hours in which the equipment was utilized, the standby rate will then be paid for the remainder of the

hours for that working day. If said equipment is not needed for work on a particular day, no rental rate or standby rate shall be paid unless approved by Engineer.

The wages of operators for large equipment for periods of extra work shall be carried in the labor payroll for such work and excluded from the rentals of equipment. All rental equipment shall be in first class condition when delivered to site. **No payment will be made for equipment repairs and operators' time during periods of repair caused by the following:**

- 1) Normal wear and tear.
- 2) The furnishing of defective or inadequate equipment.
- 3) Lack of or improper servicing of equipment.
- 4) Improper operation of equipment.

When extra work is required and is compensated for under any of the three (3) methods (a), (b) or (c) (as defined above in Article "Extra Work and Payment"), which is normally performed by a subcontractor, and no capable subcontractor is already on the project, **Contractor shall secure competitive bids and shall award the work to the lowest responsible bidder**, all subject to the approval of Engineer. If a qualified subcontractor is already employed on the project, that subcontractor shall perform any such extra work required, subject to the terms and conditions of this Article, and shall keep such records of labor, material and equipment charges as shall be required.

In order to adequately reimburse Contractor, together with subcontractors if any, for overhead and profit on the extra work as herein above defined in methods (a), (b) or (c) listed above, the following percentages will be utilized as full compensation for all general office, construction office and plant overhead, and profit:

- On Contractor's aggregate cost of labor and materials, when no subcontractor is involved, a single fifteen percent (15%) allowance for both overhead and profit.
- On each subcontractor's aggregate cost for labor and materials, a single fifteen percent (15%) allowance for both overhead and profit for subcontractor, in addition to a single eight percent (8%), allowance for both overhead and profit for Contractor. Contractor's eight percent (8%) shall be computed on the subcontractor's cost after the subcontractor's fifteen percent (15%) has been added.
- On each subcontractor's cost, for which, the total cost was negotiated by Owner, a single eight percent (8%), allowance is permitted for both overhead and profit for Contractor. Contractor's eight percent (8%) shall be computed on the subcontractor's total negotiated cost.

No verbal order or suggestion given by a representative of FPA shall be construed as authorizing or being the basis for any claim on the part of Contractor for extra compensation, either for extra work, materials or equipment, or for damages because

of Contractor's compliance therewith. Extra work will constitute the basis for additional compensation to Contractor only when such work is duly authorized as provided under General Conditions (Article on "Changes in Work"). In case of dispute as to what does or does not constitute extra work, a decision will be made by Engineer.

## **GC 54: ENGINEER'S CERTIFICATES, PAYMENTS AND ACCEPTANCE**

### **54.1. General**

Unless otherwise provided for, payments shall be made only on amounts certified by Engineer as being due under the terms of the Contract, from which, however, FPA may make deductions of such amounts as may be required to protect it from claims.

The issuance of any payment certificate by Engineer or the payment of any moneys to Contractor, whether due under the Contract or not, shall not be considered or construed as an acceptance by FPA of the work either in whole or in part, and the said work shall remain at the sole risk of Contractor until it is finally completed and accepted in accordance with these Contract documents.

Neither Contractor nor Surety shall be released from the whole or any part of the obligations herein assumed by reason of any change in the amount, nature, scope, character or extent of the work, or in any plan or specification, or in the mode or time of payment, or by any extension of time or indulgence granted to Contractor, even though any or all of said acts be without the knowledge and consent of Contractor or Surety, unless such release be expressly made in writing by FPA.

### **54.2. Payment Schedule and Retainage**

**Contractor shall submit to the FPA a W-9 form for issuance of payments.**

Contractor shall contact FPA's Director of Finance (Denise Businelle, [dbusinelle@floodauthority.org](mailto:dbusinelle@floodauthority.org)) to obtain Vendor Number and to set up method of payment, including electronic payments. Invoices shall be submitted to the Contract Project Manager, whether it be the FPA managing the project or a Consultant working for the FPA. Invoices shall contain company letter head, project number, project name, schedule of items, past and current quantities paid and unpaid for said schedule of items, total project budget, total paid to monies paid to date, and remaining monies. **See standard AIA Document G702 as an example for guidance.**

On all contracts under which work is scheduled to be completed in **thirty-one (31) days or less, payment will be made only upon final completion and acceptance of the work**, as provided in paragraph "Certificate of Substantial Completion" of this Article. On all contracts under which work is scheduled to be performed during a period of time **exceeding thirty-one (31) days, progress payment invoices shall be submitted on the last day of each month**, and final payment will be made as provided in paragraph "Certificate of Substantial Completion" of this Article. In its

submission of the construction schedule as required under the General and Special Specifications, Contractor shall include a breakdown of its estimated costs for approval by Engineer, which shall serve as a basis for monthly payments. On or about the first of each month, Engineer will estimate the amount of work performed and payment will be made as follows:

When the Contract price, as awarded, is less than five hundred thousand dollars (\$500,000.00), a retainage of ten percent (10%) shall be withheld until all contract items are completed, all punch list items are completed, all possible disputes and claims are settled, and Lien and Privilege Certificate "L and P Certificate" is issued.

When the Contract price, as awarded, is five hundred thousand dollars (\$500,000.00) or more, a retainage of five percent (5%) shall be withheld until all contract items are completed, all punch list items are completed, all possible disputes and claims are settled, and Lien and Privilege Certificate "L and P Certificate" is issued.

Whenever the Unit Price Form is utilized, payments will be made as specified in this Article, paragraphs under subsection "Payment Schedule and Retainage", except that the unit prices shown on the Unit Price Form that was submitted with the Louisiana Uniform Public Work Bid Form will be used by Engineer in the preparation of his estimates for payments."

It is expressly stipulated and understood that payment of the full Contract amount shall not operate to release Contractor or its Surety from liability for any and all fraud in construction, or in obtaining progress payments, or in payment for materials, labor or other supplies or services incidental to the work, or for any and all claims for damages, loss or injury sustained by any person or persons whomsoever, through the fault, negligence or conduct of said Contractor, its employees, agents or subcontractors.

On projects in which parts of the work are turned over to FPA for permanent use prior to completion of the Contract as a whole, pursuant to General Conditions (Article on "Use of Completed Work Prior to Final Acceptance"), upon written request of Contractor FPA may pay all or part of the retained amount, with respect to such portions of the work for which a Letter of Partial Acceptance has been given, the amount of such payment to be determined by Engineer; provided that Contractor shall submit to Engineer acceptable evidence that all invoices for materials and all payments due subcontractors have been paid up to that time.

### **54.3. Certificate of Substantial Completion**

For Partial Acceptance see General Conditions (Article on "Use of Completed Work Prior to Final Acceptance").

Upon due written notice from Contractor of presumptive completion of the entire project, Engineer will make an inspection. If all construction provided for and contemplated by this Contract is found to be SUBSTANTIALLY COMPLETE to his satisfaction, Engineer shall issue a certificate acknowledging SUBSTANTIAL COMPLETION. ("Substantial Completion" is defined as the construction being



sufficiently complete in accordance with the Contract Documents, so that the project can be utilized for the purposes for which it was intended. This typically means that all pay items of the project are completed, except for some minor punch-list items). Should this inspection disclose items which are not complete or which require corrections, Engineer shall prepare a list of these items ("Punch-List") and the estimated cost of completion of the items, which shall be attached to the Certificate of Substantial Completion. These items must be completed within the time specified in the Certificate of Substantial Completion (Typically thirty (30) days or less). Contract time will be ceased to accrue on the date of the certificate. After the items listed in the certificate are completed, another inspection will be made. If necessary additional inspections will be made until all items are complete to the satisfaction of Engineer.

If items listed in the Certificate of Substantial Completion are not completed to the satisfaction of Engineer within the time specified in said certificate, **contract time will resume and be retroactive to the date of the Certificate of Substantial Completion. Any Liquidated Damages caused by said action will apply and continue to accrue.**

#### **54.4. Letter of Final Acceptance**

Within fourteen (14) days of the date of the completion of all Punch List and Contract items, receipt of all submittals from Contractor and Suppliers, and fulfillment of all requirements in the Letter(s) of Partial Acceptance and requirements of the Certificate of Substantial Completion, FPA will issue a formal notice of CERTIFICATION OF FINAL ACCEPTANCE prepared by FPA for Contractor to record with the Recorder of Mortgages of the Parish in which the work has been done. This shall mark the beginning of the warranty periods for all work and materials.

Not less than forty-five (45) days after the recordation of this FINAL ACCEPTANCE, Contractor shall furnish to Engineer a Lien and Privilege Certificate "L & P Certificate" issued by the said Recorder of Mortgages certifying that there are no outstanding claims or liens recorded against this project. Upon receipt of the clear L & P Certificate and an invoice marked FINAL from Contractor for the entire balance due including retainage, all prior certificates or estimates upon which payments have been made being approximate only and subject to correction on the final payment, Contractor shall be paid in full after Engineer is satisfied all quantities shown on final estimate are correct.

#### **GC 55: MOBILIZATION, SUPPLEMENTAL MOBILIZATION, & STANDBY**

This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from 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.

Contractor shall not mobilize if a named storm has a projected path that places Louisiana in the Cone of Error.

Supplemental mobilization is the same as mobilization, with the exception that FPA may choose to add supplemental mobilization as a pay item, to compensate Contractor for de-mobilizing and re-mobilizing for reasons outside of Contractor's control and Engineer believes Contractor is eligible for payment through this item.

**55.1. Mobilization:**

It is understood that De-mobilization is the same as, and inclusive with, Mobilization.

Payment for this work shall be as follows:

- a) No direct payment will be made for mobilization, unless mobilization or supplemental mobilization is shown on a Unit Price Form that accompanies the Louisiana Uniform Public Work Bid Form.
- b) When the Contract contains a unit price item for mobilization, payment will be made at the price shown on the Unit Price Form that accompanies the Louisiana Uniform Public Work Bid Form, subject to the following provisions:

Partial payments for mobilization will be made in accordance with the following schedule up to a maximum of ten (10%) percent of the original total Contract amount, including this item, may be paid for this item.

Percent of Total Contract <u>Amount Earned</u>	Allowable Percent of the <u>Lump Sum Price for the Item</u>
1st Partial Estimate .....	50
Final Pay Estimate .....	100

No payment adjustments will be made for this item due to changes in the work in accordance with General Conditions (Article on "Changes in Work").

**55.2. Supplemental Mobilization**

When the Contract contains a unit price item for Supplemental Mobilization, payment will be made at the price shown on the Unit Price Form that accompanies the Louisiana Uniform Public Work Bid Form, subject to the following provisions:

If the unit price for supplemental mobilization is specified as Lump Sum, the total cost shall be paid upon completion of all work (if the item is utilized one or more times). This item will not be paid if Contractor was not directed to demobilize and

remobilize by the FPA. This Lump Sum payment shall compensate Contractor in full for all de-mobilizations and re-mobilization throughout the contract period, including periods of extended contract time.

If the unit price for Supplemental Mobilization is specified as per EACH, Contractor may be paid for each use of this item in the corresponding partial payment (Each use of this item includes both de-mobilization and remobilization). To be paid for this item, Contractor shall be instructed to demobilize and remobilize, for each occurrence, by the FPA. This item will not be paid if the Contractor is not instructed to demobilize and remobilize, by the FPA.

No payment adjustments will be made for this item due to changes in the work in accordance with General Conditions (Article on "Changes in Work").

If any regulatory entity such as USCG, USACE, EPA, CPRA, etc. directs Contractor to de-mobilize any or all of its equipment, staging, materials, etc. and/or securing the worksite as a precaution to any flood or wind damages impacting navigation, protection of floodwalls, levees, general public safety, pre-storm mitigation, or hazardous materials mitigation then Contractor shall notify FPA immediately. Engineer shall have sole discretion if this event shall constitute a payment under Supplemental Mobilization. Under no circumstance shall this be considered a Supplemental Mobilization if the order to de-mobilized is through the fault of Contractor. The cost of re-mobilize post incident shall not be reimbursed to Contractor.

### **55.3. Standby Time**

Standby Time may be added to the Unit Price Form that accompanies the Louisiana Uniform Public Work Bid Form, as a pay item. This item is to be utilized at the discretion of Engineer to fully compensate the contractor to hold operation due to circumstance outside of his control. This item is typically paid by units of HOUR or DAY, as indicated on the Unit Price Form.

### **GC 56: DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND SMALL BUSINESS ENTERPRISES (SBE) MONTHLY REPORT SAMPLE**

In order to comply with the Constitution of the State of Louisiana, such certification programs must be race and gender neutral. The FPA encourages the structuring of major projects into categories which may be commensurate with the capabilities of DBE(s), SBE(s), and WBE(s).

While FPA does not endorse or approve the technical or commercial qualifications of DBE, SBE, and WBE contractors, subcontractors, construction-related service providers, or construction materials suppliers, actively encourages major prime contractors to provide opportunities and solicit bids, for these businesses to become involved as subcontractors.

The FPA will accept the certification of DBE or SBE status from at least one of the following entities that issues such certifications: 1) the SLDBE program run by the City of New Orleans, 2) the State of Louisiana's Department of Economic Development's SBE Hudson Initiative program or 3) the Federal Small Business Enterprise Program. The FPA does not have a certification program, but accepts certifications issued only by these public entities because of their race and gender neutral qualifications which comply with the 1974 Louisiana state constitution, and Louisiana State law.

#### **GC 57: APPLICABLE LAW**

This is a Louisiana Contract which shall be subject to, governed by, and interpreted pursuant to the laws of the State of Louisiana without regard to applicable conflict of laws principles. The parties hereby consent and agree to submit any dispute which may arise under the Contract to Louisiana courts of competent jurisdiction and venue.

#### **GC 58: AUDITS**

Contractor shall maintain complete and accurate records at its New Orleans office or at any other place acceptable to FPA in the English language with regard to Contractor's performance under this Contract. Contractor shall retain such records for a period of five (5) years from the date of final acceptance. Contractor shall afford to the Legislative Auditor of the State of Louisiana (hereafter "the LA") and/or FPA's auditors, at reasonable times, access to all records and facilities necessary to permit evaluation and audit and verification of the performance of all requirements of the Contract. This access will include inspection and reproduction at no cost to FPA of any and all books, accounts and records of Contractor and its subcontractors deemed necessary by the LA and/or FPA's auditors to support charges and requirements as set forth in this Contract.

#### **GC 59: INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall refer to the Special Conditions for specific insurance requirements.

##### **59.1. General Insurance Requirements**

In accordance with the requirements of this FPA, as described below, Contractor/Vendors shall obtain, and maintain required insurance policies with the required limits of coverage for the life of the contract or service.

Coverage shall be maintained after project completion as outlined in the specific requirements by the line of coverage in the Special Condition Articles on Insurance.

Contractor/Vendor shall furnish, originals of the policies to FPA as well as certificates of insurance evidencing the other insurance requirements specified herein **prior to commencing any work.**

No direct payment will be made for providing the required insurance (Unless provided for on the Unit Price Form).

- A. Self-insurance programs authorized by the Commissioner of Insurance of the State of Louisiana for workers' compensation insurance are acceptable with the submission of a notarized copy of Contractor's authority to self-insure.
- B. The Contractor/Vendor must require any and all subcontractors to meet the requirements listed below including all coverage limits, additional insured, primary and non-contributory, and other endorsements.
- C. All insurance required herein shall be primary to any similar insurance that may be carried by FPA for its own protection.
- D. Certificates: A Certificates of Insurance (COI) shall be submitted to the SLFPA – E as proof of insurance in the amounts for purposes stated with the required endorsements. The Certificates of Insurance are subject to the approval of the Authority **prior to the commencement of the work** or service.

Insurance policies shall be issued by an admitted and authorized insurance company licensed to do business in the State of Louisiana and signed by an authorized representative of the insurance company covering the risk (La. R.S. 22:1257) and shall be "A.M. Best Rated" A VII or better.

Insurance renewal Certificates shall be submitted and approved by the Authority **at least ten (10) business days prior to expiration** date of an insurance coverage.

- E. Named Insured: Except for the workers' compensation insurance and the professional liability insurance, The Orleans Levee District and the Southeast Louisiana Flood Protection Authority-East shall be named as the Certificate Holder and as an Additional Insured on all policies required herein. In those instances, where Contractor is to do work on a site FPA leases to a tenant, Contractor shall have the tenant named as an additional insured on Contractor's CGL policy. Contractor shall inquire of FPA which tenant is to be so named, if FPA has not notified Contractor. These endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.
- F. Waiver of Subrogation: All insurance policies required herein, as well as any other insurance carried by Contractor for its protection or the protection of its property on the Project, shall provide that the insurers waive any rights of subrogation in favor of the Orleans Levee District and the Southeast Louisiana Flood Protection Authority-East. These endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.
- G. Notice of Cancellation: The Contractor/Vendor shall not cause any required insurance policy to be cancelled or permit any insurance policy on file to lapse

or experience a reduction in limit of the required coverage. Insurance policies shall include a clause to the effect that the insurance policy and certificate shall not be subject to cancellation of liability of insurance policy without **at least 30 days written notice** to the certificate holders. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed. The Southeast Louisiana Flood Protection Authority-East and Orleans Levee District, shall be named as the Certificate Holder and as an Additional Insured (except Worker's Compensation and Professional Liability), and a Waiver of Subrogation of Right in the Favor of the Orleans Levee District and the SLFPA-East endorsements shall be included on the insurance Policy and the Certificate of Insurance as defined in this document or the Certificate will not be approved.

- H. Evidence of policy coverage shall apply on any and all exposures subject to the work or service performed.
- I. Maintaining Insurance: All insurance policies herein required shall remain in full force and effect for the duration of the Contract. If any insurance required herein is canceled or materially changed and not immediately replaced during the term of this Contract FPA reserves the right to purchase insurance at the expense of Contractor to protect FPA's interest. The furnishing of insurance shall not relieve Contractor of the responsibility for losses not covered by insurance.
- J. No Representation or Warranty: FPA makes no representation or warranty that the insurance set forth in this Section will be sufficient to protect Contractor/Vendor's interests.
- K. Deductibles: Contractor/Vendor shall be responsible for the full amount of any deductible associated with any of the insurance policies required herein.
- L. Increase in Coverage: FPA reserves the right to require increases in the limits of coverage on any line of coverage, additional lines of coverage and complete certified copies of all required insurance policies at the discretion of Engineer.
- M. Contractual Hold Harmless: The Contractor/Vendor shall indemnify, and hold completely free of harmless the Southeast Flood Protection Authority-East, the Orleans Levee District, its employees, consultants, and members of the SLFPA-E Board from all loss, liability or expense to which the Orleans Levee District, and the Southeast Louisiana Flood Protection Authority – East, employees, consultants, and members of the SLFPA-East Board may be subject to as a result of operations and/or Errors or Act of Omissions of any sub-Contractor/Vendor.
- N. Statement: Under the Minimum Insurance Coverage Requirements to be provided for any and all exposures, the limit of coverage shall apply as required by the Southeast Louisiana Flood Protection Authority – East and the Orleans Levee District. The final insurance coverage requirements are subject to the Bid Specification(s) and/or Contractual Agreement. The limits herein are minimum limits only, and the Authority makes no warranty as to the adequacy of these limits or coverages.

The Southeast Louisiana Flood Protection Authority – East reserves the right to revise insurance requirements as deemed in the best interest of the Levee District(s) and the Authority. The SLFPA – E reserves the right to cancel any and all contracts, leases, agreements to purchase, etc. for failure of the Contractor/Vendor to maintain the required insurance or failure to comply with any and/or all requirements contained in the insurance section.

## **GC 60: TAXES**

To the extent that work is performed or materials purchased in Louisiana, Contractor **shall not** include in its bid any state and local sales or use tax on materials, supplies, and equipment which are purchased to be affixed, incorporated into or otherwise made a permanent part of the completed work as well as other taxable services, leases and rentals of tangible personal property used in the completion of the Contract (hereafter referred to as “Applicable Materials and Services”).

All purchases of Applicable Materials and Services shall be made by Contractor in its designated capacity as Agent for and on behalf of FPA. FPA shall provide to Contractor a copy of the Department of Revenue & Taxation Form R-1020 (“Designation of Construction Contractor as Agent of Government Entity”) at the time of the Notice to Proceed after award of the Contract. Contractor shall submit this form to the Department of Revenue and Taxation for the purpose of obtaining a Certificate of Sales Use Tax Exemption/Exclusion. Contractor shall present to vendors and suppliers of Applicable Materials and Services a copy of the Department of Revenue and Taxation Form R-1056 (“Certificate of Sales Use Tax Exemption/Exclusion”) when purchasing Applicable Materials and Services for the project.

The designation of Contractor by FPA as its agent in accordance with LAC 61:I4301 is for the limited purpose of purchasing Applicable Materials and Services in furtherance and performance of the work specified in the Contract and is not intended nor should it be construed as a designation of Contractor as agent for any other purpose.

All Applicable Materials purchased by Contractor as FPA’s agent exclusively for the project specified in this Contract, but not actually used, shall belong to and become the property of FPA. **All whole, unused Applicable Materials not incorporated into the work shall be picked up by FPA at its expense on notification by Contractor.** When the said Applicable Materials are turned over to FPA, Contractor shall provide to FPA a certified list of items being transmitted to FPA. All rights and warranties with respect to the Applicable Materials shall inure to the benefit of FPA.

Nothing in this Article nor in any other article of these specifications is intended nor should be construed to alter, amend, or otherwise revise the responsibilities of Contractor, whether express or implied herein, to:

- a) fully insure the Applicable Materials to be used on the project or stored on or off site of the project;

- b) insure the progress of the project prior to Final Acceptance in accordance with the provisions of General and Special Conditions (Article on “Insurance Requirements for Contactors”);
- c) warrant the Applicable Materials furnished under the Contract;
- d) indemnify FPA in accordance with the provisions of General Conditions (Article on “Indemnity”);
- e) alter, amend, or otherwise revise the method of payment as provided in General Conditions (Articles on “Payments Withheld and Deductions”, “Extra Work and Payments”, and “Engineers Certificates, Payments & Acceptance”);
- f) alter, amend, or otherwise revise the right of FPA to accept or reject any of the work during the progress of the project or to make or have made inspections of the work as it progresses in accordance with provisions of General Conditions (Article on “Inspection of Work”);
- g) provide for the safety, protection, and security of the Applicable Materials throughout the progress of the project in accordance with the provisions of General and Special Conditions (Article on “Insurance Requirements for Contactors”);
- h) furnish and maintain liability and property insurance coverage for damage, loss or destruction of the Applicable Materials until Final Acceptance in accordance with the provisions of General and Special Conditions (Article on “Insurance Requirements for Contactors”); and
- i) remit to the pertinent taxing authority any taxes other than sales and use tax that may be applicable to the project for which FPA or Contractor as FPA’s agent do not enjoy a legitimate exemption or exclusion.

Nothing herein shall be construed to relieve Contractor or any subcontractor from the payment of any sales, use or other taxes with respect to purchases of material, supplies or equipment which are not to be incorporated into the work or used solely in the fulfillment of the obligations to be performed under this Contract, provided Contractor has complied with the terms of this Contract and all applicable laws and procedures.

In the event that Contractor is subject to a sales or use tax audit by either the State of Louisiana or a local taxing authority, and the taxing authority assesses taxes on any Applicable Materials and Services, FPA agrees to defend its tax-exempt status as a political subdivision and Contractor as its agent. Should the taxing authority prevail in imposing sales or use taxes on any purchases of Applicable Materials and Services, FPA agrees to reimburse Contractor for those taxes or to pay the taxes directly to the taxing authority, but only to the extent that Contractor has complied with the terms of this Contract and all applicable laws and procedures.



#### **60.1. Effect of this Article Throughout this Contract**

The addition of General Conditions (Article on "Taxes") as amended above with regard to the exemption of Contractor as FPA's agent from the payment of sales and use taxes for the Applicable Materials and Services as defined above is meant to alter, amend, and revise any provision contrary to the amended General Conditions (Article on "Taxes") which may appear elsewhere in this Contract, whether in the General or Special Conditions, with regard to the payment of sales and use taxes. Therefore, wherever throughout this Contract there is any mention of liability for the payment of sales and use taxes for Applicable Materials and Services which conflicts with the provisions of the amended General Conditions (Article on "Taxes"), the terms of General Conditions (Article on "Taxes") as stated herein shall control as if they were repeated each time.

### **GC 61: WORK ON OR NEAR RAILROADS AND TRACKS**

#### **61.1. General**

The following are previously known guidelines and shall be considered as a minimum specification. It is the responsibility to contact and coordinate with Railroad companies and to ensure the Contractor is following the Railroad companies' requirements.

The terms "Railroad", "Railroad Company", etc. shall refer to the railroad companies who may own and/or operate any of the railroad track, in which, the Contractor is working near or on.

Contractor shall perform all work on and adjacent to the railroad in accordance with the requirements in the Contract Document and as required by Railroad Company.

During the progress of such work, Contractor shall maintain liaison with the Engineer and the Railroad officers and representatives as may be designated by the FPA and Railroad companies. so as to ascertain the time of passage of trains at the site of the work, and to clear the railroad tracks and facilities of men, equipment and obstructions to permit free flow of railroad traffic. Communication shall be maintained, so as to ascertain the time of passage of trains at the site of the work, and to clear the railroad tracks and facilities of men, equipment and obstructions to permit free flow of railroad traffic.

In the event Contractor requires a crossing of Railroad right-of-way and tracks at other than a public crossing and outside the limits of work of this Contract with its machinery or equipment incident to the Contract, Contractor shall first enter into an agreement satisfactory to the Railroad setting forth the terms and conditions with respect to the establishment, use, and removal of such crossing.

Contractor shall, prior to progress inspections, clear the railroad tracks of any materials, earth, mud, rocks and other debris.

Contractor shall keep all equipment, tools and materials stored at least twenty-five (25) feet from the center line of any usable track.

Contractor will be required to have railroad flagmen (lookouts) should its work be within twenty-five (25) feet from center of track and abide by Railroad requirements and the Roadway Worker Protection rule.

Any cost for damage to track(s) and/or delays in service caused by Contractor shall be borne by Contractor. Any silting of track adjacent to Contractor's work areas which is caused by sand or other material blowing or draining into rails shall be hosed and/or swept clean by Contractor before the end of the day at no cost to FPA or the Railroad.

It is essential that any temporary loss of track service be minimized and approved in advance by Railroad(s) and Engineer.

## **61.2. Railroads & Contacts**

Contractor is required to ensure the below contacts are the appropriate contact and ensure information is up-to-date.

A. New Orleans Public Belt Railroad Corporation (NOPB)

Mr. Carl T. Kocur  
V. P. of Engineering  
504-896-7423

B. Canadian National Railroad (CNRR)

When working on or near CNRR system, Contractor shall send all notification to both CNRR and NOPB.

C. Norfolk Southern Corporation (NSC)

Office of Chief Engineer  
Attn: Bridges & Structures System Engineer  
Norfolk Southern Corporation – Public Improvement  
1200 Peachtree Street NE  
Internal Box 14  
Atlanta, Georgia 30309

NSC's System Engineer Public Improvements (404) 529-1641

### **61.3. Notice of Work**

Contractor shall not commence any work on Railroad rights-of-way until it has complied with the following conditions:

- A. Contractor shall send a copy of the construction schedule, for all work within Railroad right-of-way, to Railroad and FPA at least ten (10) days in advance of initiating on-site work, for approval.
- B. Obtained written approval from Railroad company of Railroad Protective Liability Insurance coverage as required by the Railroad company.
  - 1. It should be noted that NSC does not accept notation of Railroad Protective Insurance on a certificate of liability insurance form or Binders as NSC must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of **30-45 days** for NSC to review.
- C. Obtained Flagging Services.
- D. Obtained written authorization from Railroad to begin work within its rights-of-way, such authorization to include an outline of specific conditions with which it must comply.
- E. Contractor is to ensure that Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of Railroad representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- F. As the work proceeds Contractor will be required to advise Railroad at least two (2) days in advance of any work near railroad tracks and the day after they complete the work near railroad tracks.

### **61.4. Track Clearances**

The minimum track clearances to be maintained by Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, Contractor shall:

Notify Railroads' representative(s) at least 72 hours in advance of the work.

Receive assurance from Railroads' representative(s) that arrangements have been made for flagging service as may be necessary.

Receive permission from Railroads' representative(s) to proceed with the work.

Ascertain that FPA's Engineer has received copies of notice to Railroads and of Railroads' response thereto.

#### **61.5. Authority of Railroad Engineer and FPA's Engineer**

The authorized representative(s) of Railroad(s), hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of Railroad property including the adequacy of the foundations and structures supporting Railroad tracks.

FPA's Engineer shall have authority over all other matters as prescribed herein and in the Contract Documents.

#### **61.6. Interference with Railroad Operations**

Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve Contractor from liability. Any work to be performed by Contractor which requires flagging service or inspection service shall be deferred by Contractor until the flagging service or inspection service required by Railroad is available at the job site.

Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of Railroad, Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at Contractor's expense and without cost to Railroad or FPA.

#### **61.7. Construction Procedures**

General: Construction work and operations by Contractor on Railroad property shall be:

- A. Subject to the inspection and approval of Railroad.
- B. In accord with Railroad's written outline of specific conditions.
- C. In accord with Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
- D. In accord with these Special Conditions.

#### **61.8. Excavation**

The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, Railroad Engineer may require installation of orange construction safety fencing for protection of the work area.

#### **61.9. Excavation for Structures**

Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Louisiana registered professional engineer and submitted to FPA for review. The registered professional engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by FPA's Engineer and Railroad engineer, but such approval shall not relieve Contractor from liability.

Additionally, walkway with handrail protection may be required as noted.

#### **61.10. Demolition, Erection, Hoisting**

Railroad tracks and other railroad property must be protected from damage during the project.

Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.

Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the registered professional engineer submitting the procedure and calculations.

A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.

A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a registered professional engineer.

Railroad engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.

All procedures, plans and calculations shall first be approved by FPA's Engineer and Railroad engineer, but such approval does not relieve Contractor from liability.

#### **61.11.       Blasting**

Contractor shall obtain advance approval of Railroad engineer and FPA's Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, Contractor will be required to comply with the following:

Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Contractor and a licensed blaster.

Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

No blasting shall be done without the presence of Railroad engineer or his authorized representative. At least 72 hours advance notice to the person designated in Railroad's notice of authorization to proceed will be required to arrange for the presence of an authorized Railroad representative and such flagging as Railroad may require.

Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at its expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railroad's authorized representative. If its actions result in delay of trains, Contractor shall bear the entire cost thereof.

Railroad representative will:

Determine approximate location of trains and advise Contractor the appropriate amount of time available for the blasting operation and clean up.

Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Conditions.

#### **61.12. Maintenance of Railroad Facilities**

Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations and provide and maintain any erosion control measures as required. Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

All such maintenance and repair of damages due to Contractor's operations shall be done at Contractor's expense.

#### **61.13. Storage of Materials and Equipment**

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from Railroad engineer, and such permission will be with the understanding that Railroad will not be liable for damage to such material and equipment from any cause and that Railroad Engineer may move or require Contractor to move, at Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. Contractor shall protect, defend, indemnify and save Railroad Company(ies), and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to Contractor's failure to immobilize grading or construction machinery.

#### **61.14. Cleanup**

Upon completion of the work, Contractor shall remove from within the limits of Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of Contractor, and leave said rights-of-way in a neat condition satisfactory to the chief engineer of Railroad or his authorized representative.

Contractor shall, at all times during period of construction, keep the railroad tracks and roadbed free of material, earth, mud rocks and other debris. Any damages caused by Contractor's operations shall be restored to Railroads' satisfaction at Contractor's sole cost.

#### **61.15. Damages**

Contractor shall assume all liability for any and all damages to its work, employees, servants, equipment and materials caused by Railroad traffic.

Any cost incurred by Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of Contractor, shall be paid directly to Railroad by Contractor.

#### **61.16. Flagging Services**

##### **A. Requirements:**

Flagging services will not be provided until Contractor's insurance has been reviewed and approved by Railroad.

Under the terms of the agreement between FPA and Railroad, Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever Contractor's personnel or equipment are or are likely to be, working on Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if Contractor works within distances that violate instructions given by Railroad's authorized representative or performs work that has not been scheduled with Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

##### **B. Scheduling and Notification:**

Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.

Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to Railroad and FPA a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between Contractor, FPA's, and Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and Contractor's work scheduled.

Contractor will be required to give Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, Contractor will be required to give Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable Railroad representative to determine if flagging will be required. If such notice is in writing, Contractor shall furnish Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to Engineer. If flagging is required, no work



shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from Railroad. When flagging begins, the flagman is usually assigned by Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from Railroad. **Due to Railroad labor agreements, it is necessary to give five (5) working days notice before flagging service may be discontinued and responsibility for payment stopped. Contractor will cover all costs associated with failure to cancel without enough notice.**

If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by Contractor and not FPA or Railroad.

#### C. Payment

There is no pay item from FPA to Contractor for these services since it is considered by FPA that these services come under Contractor's area of responsibility and control. Contractor shall pay Railroad directly for watchmen or flagmen with no compensation from FPA.

The estimated cost of flagging is current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to FPA by Railroad will be the actual cost based on the rate of pay for Railroad's employees who are available for flagging service at the time the service is required.

Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.

Railroad work involved in preparing and handling bills will also be charged to FPA. Charges to FPA by Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

#### D. Verification

Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If need for flagging is questioned, please contact Railroad's System Engineer Public Improvements or other appropriate contact. All verbal complaints will be confirmed in writing by Contractor within five (5) working days with a copy to FPA's Engineer.

Address all written correspondence Railroad Office of Chief Engineer (see contact information above).

The Railroad flagman assigned to the project will be responsible for notifying FPA's Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. FPA's Engineer will document such notification in the project records. When requested, FPA's Engineer (or designated representative) will also sign the flagman's diary showing daily time spent and activity at the project site.

#### **61.17. Haul Across Railroad**

Where the plans show or imply that materials of any nature must be hauled across a railroad, unless the plans clearly show that FPA has included arrangements for such haul in its agreement with Railroad, Contractor will be required to make all necessary arrangements with Railroad regarding means of transporting such materials across the railroad. Contractor will be required to bear all costs incidental to such crossings whether services are performed by its own forces or by Railroad personnel.

No crossing may be established for use of Contractor for transporting materials or equipment across the tracks of Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between Contractor and Railroad. The approval process for an agreement normally takes 90 days.

#### **61.18. Work for the Benefit of Contractor**

All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between FPA and Railroad or will be covered by appropriate revisions to same which will be initiated and approved by FPA and/or Railroad.

Should Contractor desire any changes in addition to the above, then it shall make separate arrangements with Railroad for same to be accomplished at Contractor's expense.

#### **61.19. Cooperation and Delays**

It shall be Contractor's responsibility to arrange a schedule with Railroad for accomplishing stage construction involving work by Railroad or tenants of Railroad. In arranging its schedule Contractor shall ascertain, from Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

No charge or claim of Contractor against either FPA or Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by Railroad or other

delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these Special Conditions.

#### **61.20. Trainman's Walkways**

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and FRA standards, whichever is more stringent.

#### **61.21. Guidelines for Personnel on Railroad Right-of-Way:**

All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.

No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

No one is allowed to cross tracks without specific authorization from the flagman.

All welders and cutting torches working within 25' of track must stop when a train is passing.

No steel tape or chain will be allowed to cross or touch rails without permission.

#### **61.22. Guidelines for Equipment on Railroad Right-of-Way:**

No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.

No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

All employees will stay with their machines when crane or boom equipment is pointed toward track.

All cranes and boom equipment under load will stop work while train is passing (including pile driving).

Swinging loads must be secured to prevent movement while train is passing.

No loads will be suspended above a moving train.

No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.

Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman.

No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.

All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.

All equipment, loads and cables are prohibited from touching rails.

While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from NSC engineer and flagman.

No equipment or materials will be parked or stored on NSC's property unless specific authorization is granted from NSC engineer.

All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

#### **61.23. Failure to Comply:**

In the event Contractor violates or fails to comply with any of the requirements of any or the General or Special Conditions related to work on or near railways:

Railroad engineer may require that Contractor vacate Railroad property.

Engineer may withhold all monies due Contractor on monthly statements.

Any such orders shall remain in effect until Contractor has remedied the situation to the satisfaction of Railroad engineer and FPA's Engineer.

**61.24. Payment for Cost of Compliance**

- A. No separate payment will be made for any extra cost incurred on account of compliance with the General or Special Conditions. All such costs shall be included in Contractor's bid amount(s) shown on the Louisiana Uniform Public Work Bid Form.
- B. Flagging payment is covered under the "Payment" subsection under the "Flagging Services" subsection of this article.

## **SPECIAL CONDITIONS ARTICLES**

The following Special Conditions supplement the General Conditions (given under the preceding Articles 1 through 61, inclusive) with special reference to the Contract covered by the attached specifications.

### **SC 1: INSURANCE REQUIREMENTS FOR CONTRACTORS**

#### **1.1. Commercial General Liability Insurance**

Contractor shall procure and maintain at Contractor's sole cost and expense comprehensive general liability insurance (on an occurrence basis) with limit of liability of not less than those listed below, for all injuries or deaths. Coverage under such insurance shall also include damage hazards. This insurance shall include coverage for explosion, collapse, and underground property damage hazards, completed operations and a broad form contractual endorsement. Where Contractor's operations include the use of water craft, the water craft exclusion in the comprehensive general liability policy shall be eliminated. A combination of primary and excess liability insurance may be used to satisfy the conditions of this paragraph.

#### **Claims Made Policy Not Accepted.**

Limit of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- Two Million Dollars (\$2,000,000.00) Aggregate
- Premises Operations
- Products and Completed Operation
- Personal / Adv. Injury
- Property Damage
- Liquor Liability (if applicable)
- Contractual Liability
- General Liability coverage shall be written on the current version of ISO Form CG 00 01 or its equivalent.
- The additional insured must include both ongoing and completed operations using ISO forms CG 2010 and CG 2037 or their equivalent.
- The general liability must be written on a primary and non-contributory basis to any other insurance available to the Authority or other indemnified parties.
- The general liability coverage, including completed operations, shall be maintained through the statute of repose in Louisiana.
- The general aggregate limits shall apply only to this project.

An Additional Insured, primary and non-contributory, and Waiver of Subrogation in Favor of the SLFPA – East and the Orleans Levee District endorsements are required.  
\*

## **1.2. Comprehensive Motor Vehicle Liability Insurance**

Contractor shall procure and maintain at Contractor's sole cost and expense comprehensive motor vehicle liability insurance, which shall include hired car and non-ownership coverage with limit of liability of not less than those listed below for all injuries or deaths.

Limit of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- One Million Dollars (\$1,000,000.00) Aggregate
- Owned Autos / Non-Owned Autos
- Hired Auto / All Autos

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – E and Orleans Levee District endorsements are required.

## **1.3. Commercial Umbrella/Excess Liability**

Limit of Coverage: One Million Dollars (\$1,000,000.00)

Excess of primary General Liability, Auto Liability, and Employer's Liability.

Required limits may be met with a combination of primary and excess policies.

## **1.4. Workers' Compensation Insurance**

Contractor shall procure and maintain at Contractor's sole cost and expense workers' compensation insurance which will protect Contractor from claims under the Louisiana Workers' Compensation Act (La. R.S. 23:1021, *et seq.*).

If Contractor's employees qualify for compensation benefits under the provisions of the federal Longshoremen's and Harbor (US L&H) Workers' Compensation Act (33 USC 901, *et seq.*), Contractor shall also procure and maintain insurance which will protect Contractor, SLFPA – E, and the Orleans Levee District from claims under the LHWCA. If Contractor's employees qualify for compensation benefits for injury or death under the provisions of the Jones Act (46 USC 688, *et seq.*) and under the general maritime law, Contractor shall also procure and maintain insurance which will protect Contractor, SLFPA-E, and the Orleans Levee District from claims. **This includes ANY work near or over water and the use of any vessels.**

LIMIT of COVERAGE: STATUTORY (Contractor is responsible in ensuring listed limits are current with any applicable laws).

- Employers Liability: \$1,000,000
- Each Accident, \$1,000,000
- Each Employee, \$1,000,000

A Waiver of Subrogation in Favor of the SLFPA – E, Orleans Levee District endorsement is required.

#### **1.5. Maritime Liability / Protection & Indemnity (P & I) Liability**

Limit of Coverage: (Applicable to all watercraft)

- Five Million Dollars (\$5,000,000.00) Each Occurrence

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – East, Orleans Levee District Endorsements and a 30 Day Cancellation Notice are required.

#### **1.6. Aviation / Aircraft Liability**

Limit of Coverage:

- Ten Million Dollars (\$10,000,000.00) Each Occurrence (Umbrella / Excess Coverage may be Applicable)

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – East, Orleans Levee District Endorsements and a 30 Day Cancellation Notice are required.

#### **1.7. Aviation / Aircraft Liability (Unmanned Aerial System (UAS) a.k.a. drones, etc.)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of the Unmanned Aerial System (UAS).

- Ten Million Dollars (\$10,000,000.00) Each Occurrence (Umbrella / Excess Coverage may be Applicable)

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – East, Orleans Levee District Endorsements and a 30 Day Cancellation Notice are required.



**1.8. Garage Liability**

Limit of Coverage: (Physical Damage Auto Left for Service, Storage, and/or Repair)

- One Million Dollars (\$1,000,000.00) Each Occurrence
- Two Million Dollars (\$2,000,000.00) Aggregate

An Additional Insured and a Waiver of Subrogation in Favor of the SLFPA – East, Orleans Levee District Endorsements and a 30 Day Cancellation Notice are required.

**1.9. Builder's Risk**

Not Applicable.

**1.10. Professional Liability Insurance**

The required professional liability coverage **shall not include** any design build exclusions or any other exclusion related to the scope of work provided under this agreement.

The professional civil engineer and/or engineering firm in responsible charge of the design and/or assembly any elements of the project shall procure and maintain at his/its sole expense errors and omissions/professional liability insurance for the project in the minimum amount of one million dollars (\$1,000,000.00) which shall be maintained (or an extended reporting form purchased) in full force and effect from the execution of the Contract through the statute of repose in Louisiana, following the Substantial Completion of the work. Contractor shall submit insurance certificate(s) to FPA prior to the execution of the Contract and shall submit certificates evidencing the coverage throughout the Contract period and for the period following the Substantial Completion.

**1.11. Contractor's Pollution Liability**

Limits of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence

Coverage shall be maintained or an extended reporting endorsement purchased through the statute of repose in the state of Louisiana. If claims made policy form, the retroactive date shall precede the start of work on the project.

**1.12. Owners Protection Liability (OPL) / Owners & Contractors Liability (OCP)**

Limits of Coverage:

- One Million Dollars (\$1,000,000.00) Each Occurrence
- Two Million Dollars (\$2,000,000.00) Aggregate

### **1.13. Insurance to Protect Equipment in Transit**

If the Cranes, Generators, Pumps, Other Large Equipment, and Other Large Machinery (henceforth referred to as Equipment in this Article) are delivered via marine transport, Contractor shall maintain marine cargo insurance covering the Equipment. If the Equipment are delivered by any other means (e.g., rail truck, etc.) in addition to or in lieu of marine transport, then Contractor shall maintain such insurance as appropriate to cover the Equipment while in transit by these means.

**All such policies shall name Southeast Louisiana Flood Protection Authority, and the Orleans Levee District as additional insured** and loss payee as FPA's interests may appear. All such coverage shall be written with insurers having an A.M. Best's rating of at least A-, VII (or better), and, for marine cargo insurance, shall include on-deck and underdeck new and used shipment **for "all risk" perils**, including, but not limited to loading and unloading, control of damaged goods, removal of wreck, war risks, and strikes, riots and civil commotion. Insured value shall not be less than 100% of the Contract price, and any **deductible shall be not greater than One hundred thousand dollars (\$100,000.00)**. Contractor shall be liable for any deductible it maintains.

Contractor and/or its subcontractors shall maintain an "all risk" Installation Floater, including coverage for loading and unloading, assembling and disassembling, and temporary storing of the Equipment under this Contract.

### **1.14. Railroad Protective Insurance**

Not applicable.

## **SC 2: CONTRACT TIME**

### **2.1. Contract Time**

**NOTE: Adverse Weather days shall count against contract time, until the Contractor has substantially mobilized equipment and material to the work site.**

This project is a **Working Day Project**. Contractor shall complete all work within the Contract Time of One Hundred Eighty (180) Work Days beginning on the date specified in the Notice to Proceed.

Contract time will not be charged due to inclement weather or situation outside of Contractor's control that prohibits Contractor from working five (5) continuous hours

of the normal workday. Time will not be charged for established or declared holidays, on which Contractor does not work. Contractor shall not work on holidays without prior written approval.

- May list “anticipated weather days” for reference only. Contractor shall utilize the anticipated weather days when drafting the construction schedule.

## **2.2. High River**

When applicable, Contractor shall schedule its work taking into account the varying stages of the Mississippi River and the following stipulations that prohibit certain activities based on actual river stages.

Hydrographs are available for review at:

<http://rivergages.mvr.usace.army.mil/WaterControl/stationinfo2.cfm?sid=01300&fid=NORL1&dt=S>

Time will not be extended due to high river stages ordinarily likely to occur during the Contract Time, which may affect work. Contractor shall schedule this work to be complete before the normal rise of the Mississippi River. When River Levels stated in a USACE or CPRA Letter of No Objection in a SLFPA – E permit, prohibit work to be performed, Contract Time may be suspended at the discretion of Engineer.

## **2.3. Ascertained and Liquidated Damages**

Contract time is subject to Ascertained and Liquidated Damages, assessed in the amount of Two Thousand dollars (\$2,000.00) per calendar day of delay.

After expiration of the time or times for completion of the work, or separate phases of the work, according to the Contract, including all authorized extensions, and without the necessity or formality of putting Contractor in default therefore, there shall be assessed ascertained and liquidated damages, in the amount stated in above for each calendar day of delay in completing said work, or phases of the work, substantially and satisfactorily in accordance with the Plans and Specifications. Any time that is consumed for the completion over and above the stipulated amount of time agreed to in the proposal by the Contractor, shall be charged against the Contractor as liquidated damages, not as a penalty. Non-performance within the stipulated contract time may be deducted as the liquidated damage amount from any payment requested. The contractor's failure to complete the work on time shall be a default, notice of which is waived by the Contractor.

## **2.4. Early Completion Bonus**

Not applicable.

## **2.5. Sequence of Work**

The sequence of work is an example and may be modified by Contractor. Contractor shall submit a written plan for approval indicating all the details and sequencing requested.

- a) Step 1
- b) Step 2

## **2.6. Work Hours**

Contractor is restricted to the following hours to perform work.

M – F: 7:00 AM to 5:00 PM, unless otherwise approved in writing by Engineer.

Sa – Su: No Work, unless approved in writing by Engineer. Approved work on holiday/weekends for Working Day projects shall count toward Contract Time. Approved on holiday/weekends for Calendar Day projects shall deduct a day from Contract Time.

**Construction Schedule and work hours to be approved by Engineer** prior to commencement of work. Notice of work hours for each week that work is to be performed shall be given five (5) working days prior to said work.

Work is not allowed for LA state holidays. FPA Director of Engineering may approve (in writing) holiday work. Approved work on holiday/weekends for Working Day projects shall count toward Contract Time. Approved work on holiday/weekends for Calendar Day projects shall deduct (reduce) an equal number of days from the specified Contract Time.

## **2.7. Work Hours in Excess of 50 hrs per Week**

Work is restricted to 50 hrs per week. Should hours in excess of 50 hrs per week be approved, the Contractor shall be charged a rate of \$150.00 per hour.

## **SC 3: GENERAL PROVISIONS**

### **3.1. Work by Others**

This section is intended to supplement GENERAL CONDITION ARTICLE: "WORK UNDER SEPARATE CONTRACTS AND BY FPA'S FORCES AND COORDINATION OF WORK"

Adjacent construction may be in progress during this project. See Drawings and specifications for locations and details. Contractor shall not encroach on or interfere with the adjacent construction.

There may be work by others not listed in these articles. It is the responsibility of the Contractor to make themselves aware of work by others and comply with these articles accordingly.

### **3.2. Construction Photographs**

Contractor shall be responsible for production of pre-construction photos/videos, monthly construction progress photos/videos, and post-construction photographs/videos, as provided herein.

Engineer reserves the right to designate the subject of each photograph.

Five (5) views shall be taken prior to commencement of work and thereafter weekly throughout construction period and shall be submitted prior to the release of monthly progress payments. Post-construction photos of same views shall be taken and submitted within two (2) weeks of Substantial Completion.

Preconstruction photos shall be bound separately and submitted to Engineer within ten (10) days from date of work commencement. Progress photographs shall be taken, bound separately and submitted to Engineer before release of progress payment.

Contractor shall use a digital camera only.

All photographs shall be color photographs of commercial quality. The Engineer reserves the right to reject photographs due to unacceptable quality. One (1)- 8" x 10" photograph of each view shall be submitted enclosed in clear plastic binders, and marked with the Project's name and number, name of Contractor, description and location of view, and date photographed along with an external USB drive with said photos. **All photos shall be unedited and unlocked.** All photos and rights thereto shall become property of the FPA.

Contractor shall provide an external USB drive at end of project containing all photos taken along with a directory with a description of each view and date each photo was taken.

Failure to submit the monthly progress photographs will be cause for the Engineer to withhold approval of progress payment until such time that the Contractor submits the required photographs.

### **3.3. Furnished by Contractor**

The items of labor, materials, or other details specifically mentioned in these Specifications or the accompanying Plans, or attached Contract form, as being supplied by FPA, are the only items which FPA will furnish; and everything else

required for a complete job under this Contract shall be furnished by Contractor at its expense.

### **3.4. Construction Site**

The site of the work is located at the 17<sup>th</sup> Street Canal from Veterans Blvd. to Old Hammond Hwy., in New Orleans, LA.

Bidders are encouraged to familiarize themselves with the project scope by attending the pre-bid meeting, reviewing the Plans and Specifications, and asking questions prior to bidding, and to investigate operations of FPA and others at the site, or in the vicinity, and conditions existing and liable to exist during the time of the work, and their possible effect on receipt and storage of materials, difficulties in performing the work and rate of progress. Operations of FPA or others shall not be interfered with or interrupted, except as herein stipulated or as may be necessary and only by previous arrangement with Engineer.

In its use of the construction site described above, Contractor will be responsible for the safety of its own equipment, personnel, and other individuals within the limits of the project with reference to all hazards. All personnel who enter FPA property in areas with cargo or construction activity or other hazards, may be denied access or asked to leave FPA property if a hard hat, a safety vest, proper fall protection equipment, masks, and/or other required and proper PPE is not worn. Contractor shall have proper OSHA credentials.

Contractor shall confine its construction operation and shall use due care in placing construction tools, equipment, pipe materials, stockpiles and supplies, so as to cause no damage to property and interference with vehicular or vessel traffic. Materials may be stored only within areas designated by Engineer. If materials are stored elsewhere, it shall be at Contractor's risk, and if interfering with a tenant's operation, shall be relocated promptly without any cost to FPA. Continuous coordination between Contractor and property owners/tenants shall be maintained and both shall cooperate fully in maintaining operations of both Contractor and owners/tenants concurrently with as little interference and inconvenience as possible.

Contractor shall make its own arrangements for receiving its materials and shall assume full responsibility for security of all items stored at the work site, including equipment and tools. Contractor shall devise its own methods for access, to be approved by the FPA.

For projects on elevated wharfs, docks, etc.; several access methods may be available to the Contractor to reach the underside. FPA makes no guarantee as to the suitability of any particular access method. Bidders are to include any and all cost associated with getting equipment, personnel or supplies to the work site as part of its bid price. Identified methods include, but are not limited to:

1. Upstream or Downstream ends of the wharf.
2. Manholes in the wharf deck (See plans for availability, also, they may be periodically obscured by cargo).
3. Through any of the existing thru-holes (prior to being repaired) identified on the repair plans.
4. By water (if this is chosen for any part of the repair work, Contractor will be responsible for all cost associated with launching in the river and coordination of berthing along the wharf as per specifications). Contractor shall follow all navigable waters "rules of the road" and regulations.

Contractor shall occupy an area only so long as is necessary, and shall remove all equipment, temporary construction, scrap material, litter, and debris immediately when its use of that area is no longer needed.

Contractor is also expected to observe and to be cognizant of the existing conditions of local waterways, canals, and soils, and how these conditions (water levels and soils) can change during the time of the work due to a seasonal change, and/or inclement weather, and how these operations and conditions could affect the receipt and storage of materials, problems of performing the work in this Contract, and its rate of progress.

Contractor shall observe all rules and regulations of the local levee authorities and of the Federal/State/Local Governments in regard to performing work at its location, particularly those of the FPA, applicable levee district(s), U.S. Coast Guard and U.S. Army Corps of Engineers. Contractor shall also observe all rules and regulations applicable to railroad, highway and navigation operations, and it shall keep the railroad tracks, roads, and river/canal channels clear of all obstructions.

Contractor shall be responsible for receipt of its materials and protection thereof from theft or damage, as well as for its equipment, tools and other items.

The physical extension of all utilities, including electric power facilities and piping from present service locations to points of temporary consumption during construction, the removal of any and all additions or extensions so made, and restoration to its previous condition of any and all services into which a tie-in was made, shall be made by Contractor at its expense. Contractor shall make its own arrangements for such services. Contractor shall be fully responsible for any and all bills incurred for utilities.

Damage done to structures or equipment of FPA or others shall be repaired by Contractor at its cost, to the satisfaction of Engineer.

Smoking and operations creating a fire or explosion hazard are prohibited, except in areas where specifically allowed, and only if adequate precautions, approved in advance by Engineer, are taken.

Welding and burning on the project site will be permitted only under controlled conditions approved in advance by Engineer. When required, non-combustible shields and manned fire hoses with water instantly available shall be provided. Contractor shall obtain a welding and burning permit from the U.S. Coast Guard and Harbor Police.

### **3.5. Prevention of Environmental Pollution**

Direct or indirect discharge of contaminants\* into the Municipal drainage systems, drainage systems on or connected to FPA property, Mississippi River, the Inner Harbor-Navigation Canal, the Mississippi River-Gulf Outlet, or any other body of water in Louisiana or another state, is strictly prohibited by law. FPA's Contractor(s) and, if any, respective Sub-Contractor(s) (all hereinafter referred to collectively as "Contractor") shall be held responsible for any and all such discharges or pollution of the foregoing mentioned navigable waters resulting from Contract work performed under this Contract. Should a contaminant be discharged to any or all of the foregoing systems or navigable waters, thereby bypassing proper and legal disposal procedures, then immediate remedial action is required on the part of the responsible Contractor, at its cost, risk and expense, to recover and properly and legally dispose of any and all such material(s) constituting the condition of pollution. Contractor must promptly inform FPA concerning all such discharge or release of contaminants.

\* The word "contaminants", as used in this SPECIAL CONDITIONS - ARTICLE 4, refers particularly to such petroleum products commonly identified as oil and grease, but is not limited to petroleum products. The word includes hazardous substances and toxic substances. The Federal Water Pollution Act, appearing in "United States Code Annotated" (USCA) Title 33 provides information concerning the regulation of discharges of oil and hazardous substances. Discharges of other "contaminants" are defined by applicable Government regulation(s). For example, the Clean Water Act of 1977 includes the discharge of toxic substances under Section 307a and the discharge of conventional pollutants under Sections 301 and 402.

Any and all removed hazardous materials shall become the property of Contractor and disposed of in accordance with all applicable state and federal laws.

### **3.6. Salvage of Materials**

All debris and grubbed materials including vegetation shall become the property of Contractor.

Removed concrete, reinforcing and similar materials shall be disposed of by Contractor at an off-site location at its expense, beyond FPA's property.



### **3.7. Vehicular Restrictions**

All trucks shall be within legal allowable weight limits according to Local, Parish, or State requirements for truck loads, whichever are more stringent.

All vehicle on FPA property and within project limits shall have appropriate flashing lights and Contractor's logo/signage. All vehicles present on FPA property or used for any purposes related to an FPA project shall be covered under Contractor's insurance.

Truck routes, within the project areas and through all FPA-owned and residential City streets to be utilized by Contractor during the construction of the contracted work, shall be defined and three (3) copies furnished, if so requested, to Engineer for review and approval prior to commencing work.

All transportation equipment shall bear evidence of State inspection, mechanically safe, and equipped with backup/reverse audio alarm movement devices as required by OSHA (Occupational Safety and Health Administration).

Any equipment, machinery, cranes, or vehicles in excess of 15,000 lbs that Contractor proposes to place on any wharf, by-pass structure, bridge, levee, or other structure, to facilitate the work shall be defined and reviewed by Engineer for written approval, prior to placement of said items.

### **3.8. Sheeting and Bracing**

Contractor shall be responsible for providing adequate sheeting and bracing for protection and security of all work and workmanship, responsible for damage to existing utilities, fences, storage areas, ramps, roadways, various types of structures. Refer to Technical Specifications of Contract Documents.

### **3.9. Subsurface Obstructions**

Contractor shall perform a Louisiana One-Call "811". Prior to any excavations or digging.

Contractor shall give sufficient notice to the interested utility of its intention to remove or disturb any other pipe, conduit, etc., and shall abide by the utility's regulations governing such work.

In the event that subsurface structures are broken or damaged in the prosecution of the work, Contractor shall immediately notify the proper authorities, and at the option of said authority, either repair the damage at once, at its own expense, or pay the utility the proper charges for repairing said damage. Contractor shall be responsible for any damage to persons or property caused by such breaks or due to its own neglect in reporting and/or repairing such damages.

FPA will not be liable for any claims made by Contractor based on underground obstructions being different than that indicated on the Contract Drawings. Where ordered by Engineer, Contractor shall uncover subsurface obstructions in advance of construction so that the method of avoiding same may be determined before the work reaches the obstruction.

### **3.10. Underground Installations**

Existing underground installations are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by FPA.

Generally, service connections are not indicated on the Drawings. Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting.

### **3.11. Maintenance of Traffic**

Contractor will be required to provide for and maintain any terminal and street traffic during the construction of this project. It will be the responsibility of Contractor to conduct its operations in such a manner as not to block any roads during construction. It is further the responsibility of Contractor to provide any tenants and their customers with reasonable access to their properties at all times during construction and to provide access for emergencies and necessary service vehicles, such as firefighting equipment and sanitary refuse collection trucks.

Contractor will be required to provide and maintain all necessary flagmen, police, barricades, warning and detour signs in order to properly facilitate the movement of all traffic at all times when work is in progress that obstructs or is hazardous to traffic safety or impedes traffic flow or as directed by Engineer.

### **3.12. Unfavorable Construction Conditions**

Contractor shall be responsible for being aware of unfavorable conditions. Contractor shall confine its operations to work which will not be affected adversely by unfavorable weather, wet ground, or other unsuitable construction conditions. No portion of the work shall proceed under conditions which would affect adversely the quality or efficiency of the work, unless suitable special precautions or countermeasures are taken by Contractor.

The Contractor is advised that during the months of September through June the lakefront along Lake Pontchartrain is subject to severe storms with high winds causing

wave overtopping of the seawall and flooding between the seawall and levee. The Contractor is also advised that hurricane season runs from June through November and the lakefront is subject to high winds and flooding as a result of these type of storms. The occurrence of these storm events must be considered by the Contractor in the bid to the extent the work may be impacted by such storms.

All costs associated with these storm events or any other storm events, including clean up and repair to the work in progress, shall be the responsibility of the Contractor. The Contractor should contact the Owner, the National Weather Service, and other such agencies to determine the frequency and severity of these storm events based on existing records.

The FPA shall not be responsible or incur any costs due to impacts from these storm, wave, and wind events. The FPA shall not be financially accountable for loss or damage of materials, equipment, installed items, etc. The FPA shall not be financially responsible for any delays from said events causing increased labor, standby costs, or other such cost. Contractor shall plan their work to mitigate the effects of these events.

All equipment, work trailers, barges, or any other items noted by the Engineer shall be removed/demobilized from the unprotected side of the HSDRRS, Lake Pontchartrain and Vicinity, and Mississippi River Levee systems for any tropical system entering the Gulf of Mexico, where the coast of Louisiana or Mississippi is within the cone of uncertainty.

The FPA, in accordance with this contract, may grant additional contract time at the discretion of the Engineer and, if included in the Bid Unit Price form, Supplemental Mobilization and/or Standby Time.

### **3.13. Materials and Workmanship**

Contractor shall be fully responsible for furnishing all of its Subcontractors and Suppliers with Contract Drawings and Specifications and Addenda.

All permanent and temporary materials, parts and equipment furnished by Contractor shall be new high grade, and free from defects and imperfections unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to the approval of Engineer.

All materials and workmanship not conforming to the requirements of these specifications shall be considered as defective and will be rejected. Defective material whether in place or not, shall be removed immediately from the site of the work by Contractor at its expense when so directed by Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by Engineer.

In the event any defect in material or workmanship is of a minor nature and Engineer determines that it is not of such consequence as to result in a dangerous or undesirable condition, or that the removal of such work would create a dangerous or undesirable condition, Engineer shall have the right to retain such work and make such deductions in the payment therefore as they determine reasonable and in the public interest. Such determination by Engineer is final.

### **3.14. Cutting and Patching**

Contractor shall perform all cutting and patching required for the work, and as may be necessary in connection with uncovering work for inspection or for the correction of defective work.

Contractor shall perform all cutting and patching required for the installation of improperly timed work, to remove samples of installed materials for testing, and to provide for alteration of existing facilities or the installation of new work in existing construction.

Except when the cutting or removal of existing construction is specified or indicated, Contractor shall not undertake any cutting or demolition which may affect the structural stability of the work or existing facilities without Engineer's concurrence.

Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all work and existing facilities during cutting and patching operations.

Contractor shall weather proof areas that are exposed.

Materials shall be cut and removed to the extent indicated on the drawings or as required to complete the work. Materials shall be removed in a careful manner with no damage to adjacent facilities or materials. Materials which are not salvageable shall be removed from the site by Contractor.

All work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to Engineer, to obtain a finished installation with the strength, appearance, and functional capacity required. If necessary, entire surfaces shall be patched and refinished.

Do not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance or decreased safety.

Prior approval of cutting and patching is required, submit proposal well in advance of time work will be performed, and request approval to proceed. Include description of why cutting and patching cannot reasonably be avoided, how it will be performed, how structural elements (if any) will be reinforced, products to be used, firms and tradesman to perform the work, approximate dates of the work and anticipated results

in terms of variations from the work as originally completed (structural, operational, visual and other qualities of significance). Where applicable, include suggested alternatives to the cutting and patching procedure proposed, and a description of the circumstances which lead to the need for cutting and patching.

### **3.15. Project Signs**

Contractor shall construct, maintain, remove, and dispose of two (2) project signs as specified herein. The signs shall be painted by a professional sign painter according to the format shown herein. Actual lettering and layout shall be submitted to Engineer for approval prior to fabrication of the sign face. Contractor shall be responsible for correct wordage, spelling and titles. Maintaining the sign includes replacement if knocked down or damaged and removing any dirt or graffiti.

All lumber shall be treated pine. Signs shall be 3/4-inch-thick exterior marine grade plywood with "B" or better face; size shall be 4 ft. high x 8 ft. wide mounted on a 2 x 4 wood frame. Contractor shall provide the necessary 4 x 6 treated wood posts with treated 2 x 4 braces set firmly in the ground for supporting the sign. The height of the top of the signs above existing grade shall be a minimum of 8 feet. Contractor may use professional judgment to increase support member sizes and/or add framing/bracing, as they see fit.

The signs shall be displayed and mounted for reading by passing viewers. The sign placement locations will be designated by Engineer.

Contractor shall remove the Project Signs at the end of the Contract period and dispose of them properly. The cost of fabrication, erection, maintaining, and removal of the Project Signs shall be included in the Bid Price.

Except for the job signs specified above, no Contractor, Subcontractor, or separate Contractor, nor any supplier of material or equipment shall post or display any sign or advertising device on any part of the site, structure, fence or temporary structure.

#### **Sign Display:**



## 5.2. Definitions

"Collateral costs," as used in this clause, means FPA costs of operation, maintenance, logistic support, or FPA-furnished property.

Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in FPA's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs," as used in this clause, means those costs Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs Contractor incurs to make the contractual changes required by FPA acceptance of a VECP.

"FPA costs," as used in this clause, means those FPA costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant Contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph "Data" below).

"Value engineering change proposal (VECP)" means a proposal that:

1. Requires a change to the Contract to implement; and
  - A. Results in reducing the Contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a structural integral change:
  - B. In deliverable end item quantities only; or
  - C. To the Contract type only.
  - D. VECP Preparation

As a minimum, Contractor shall include in each VECP the information described in subparagraphs below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

1. A description of the difference between the existing Contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- E. A list and analysis of the Contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

- F. A separate, detailed cost estimate for (i) the affected portions of the existing Contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph titled "Data" below.
- G. A description and estimate of costs FPA may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- H. A prediction of any effects the proposed change would have on collateral costs to FPA.
- I. A statement of the time by which a Contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule.
- J. Identification of any previous submissions of the VECP, including the dates submitted, the owner's names and Contract numbers involved, and previous actions, if known.

### **5.3. Submission:**

Contractor shall submit VECP's to Engineer.

### **5.4. FPA Action**

Engineer shall notify Contractor of the status of the VECP within forty-five (45) calendar days after FPA receives it. If additional time is required, Engineer shall notify Contractor within the forty-five (45) day period and provide the reason for the delay and the expected date of the decision. Engineer will process VECP's as expeditiously as practical; however, he shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, Engineer shall notify Contractor in writing, explaining the reasons for rejection. Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by FPA. Engineer may require that Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by Engineer's award of a modification to this Contract citing this clause. Engineer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing Contractor an executed change order. Until a change order is issued or a Contract modification applies a VECP to this Contract, Contractor shall perform in accordance with the existing Contract. Engineer's decision to accept or reject all or part of any VECP shall be final.

1. Sharing



- A. Rates. Contractor's share of savings is determined by subtracting FPA costs from instant Contract savings and multiplying the result by fifty-five percent (55%).
- B. Payment. Payment of any share due Contractor for use of a VECP on this Contract shall be authorized by a modification to the Contract to—
- C. Accept the VECP;
- D. Reduce the Contract price or estimated cost by the amount of instant Contract savings; and
- E. Provide Contractor's share of savings by adding the amount calculated under subparagraph titled "Rates" above to the Contract price.

#### **5.5. Subcontract**

Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this Contract's price under paragraph "Sharing" above, Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by FPA under this Contract, but shall exclude any value engineering incentive payments to a subcontractor. Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce FPA's share of the savings resulting from the VECP.

#### **5.6. Data**

Contractor may restrict FPA's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the SPECIAL CONDITIONS - VALUE ENGINEERING of work Order No. x-xxx, shall not be disclosed outside FPA or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit FPA's right to use information contained in these data if it has been obtained or is otherwise available from Contractor or from another source without limitations."

If a VECP is accepted, Contractor hereby grants FPA unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, FPA shall have the rights specified in the Contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation).

## **SC 6: FURNISHED ITEMS**

Items Furnished by FPA

These items are subject to General Condition Article on "Furnished by FPA".

Items Furnished by Contractor

Contractor shall be fully responsible for all materials and equipment which it has furnished and shall furnish necessary replacements until final project completion.

## **SC 7: ADDITIONAL ITEM INFORMATION**

The following clauses are intended only to define units of payment when the Unit Price Form accompanies the Louisiana Uniform Public Work Bid Form, being supplemented by the detail specifications for full description of Contractor's obligations.

The "Total Base Bid" as stated in the Louisiana Uniform Public Work Bid Form is intended to cover full obligations of Contractor. Any and all details not specifically mentioned, but evidently included in the Contract, shall be compensated for in "Total Base Bid".

See General Conditions article pertaining to Engineer's Certificates, Payments and Acceptances, particularly those parts of said Articles which pertain to unit price contracts.

General:

The Contract Price is the "Total Base Bid" stated on the Louisiana Uniform Public Work Bid Form. The unit prices and estimated quantities shown for those items listed on the Unit Price Form are understood to include all labor, materials and incidental work as may be required to perform the work in these items in accordance with FPA's Drawings and the Specifications and to the satisfaction of FPA.

Incidental work is understood to include, but is not necessarily limited to, all labor, equipment, and materials required for completing work as required in the General Conditions.

All work at the estimated quantities and unit prices shown on the Unit Price Form is hereby understood to be included in the price shown as the "Total Base Bid".

The unit price furnished with the bid for these items shall be full compensation for all labor, material and equipment required to furnish and install the item as defined in the specifications, plans and other Contract documents.

NOTE: Several Specification sections may apply to certain items, Contractor shall be familiar with all of the technical specification and better building practices. When an item has incidental work associated with it, other technical specification may apply. While, some General Conditions, Special Conditions, Technical Specifications, etc. may apply to most, if not all items.

## **SC 8: TRAFFIC CONTROL**

Contractor shall plan their work to minimize impacts to traffic. When required, traffic control should follow applicable standards of LaDOTD. Single lane closures on are allowed to remain in place, as long as, there is one through lane. Contractor shall provide all traffic control plans to FPA for approval. Contractor shall notify and obtain approval from local parish, cities, and state(s) of any traffic control affecting their roadways or infrastructure. Contractor shall be responsible for obtaining all required permits, as applicable or as required.

## **SC 9: TABLE OF SUBMITTALS**

NUMBER	SUBMITTAL NAME	SPEC REFERENCE	BENCHMARK DUE BY	Recurring
1	Key Contacts	GC &/or SC	Pre-Con	
2	Site Security & Safety Plan	GC &/or SC		
	SWPPP & Weather Reports			Yes
	Construction Schedule	GC &/or SC	Pre-Con & as requested	Yes
	Lighting Plan		Prior to NTP for Approval	
	Traffic Control Plan	GC &/or SC	Prior to NTP for Approval	
	Project Sign Shop Drawing		Prior to NTP	
	TCT & TCS Certifications		Prior to NTP	
	QC Plan			
	List of Traffic Control Devices			
	List of Suppliers and Materials			
	Mix designs			
	List of Subs, DBEs, SBEs			

## BOND

TO THESE PRESENTS NOW COMES AND INTERVENES

[INSERT NAME SURETY]

A Surety Company duly authorized to do and doing business in State of Louisiana, and the City of New Orleans, (hereinabove and hereinafter sometimes referred to as Surety) and which binds and obligates itself jointly, severally and solido, with said [Insert Contractor] Contractor herein, to and in favor of THE SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY- EAST, in the sum of (Insert written amount) Dollars (\$000,000.00) for the faithful and satisfactory performance by Contractor of all of the obligations assumed by, or imposed upon, Contractor in this agreement, and the payment by Contractor for all work done, labor performed and material furnished under this agreement, in accordance with the Louisiana Revised Statutes of 1950, Title 38, Section 2241, et sequitur, or as the same may be otherwise supplemented and amended. The condition of this obligation is such that if Contractor, shall well, truly, faithfully and satisfactorily perform all of the obligations assumed by, or imposed upon, Contractor by this agreement, as provided for and included within the terms of said Louisiana Revised Statutes of 1950, and Contractor and all sub-contractors shall pay for all work done, labor performed or materials or supplies furnished under said agreement, or for transportation and delivery of such materials or supplies to the site of the job by a for hire carrier, or for furnishing materials or supplies for use in any machines used in connection with said agreement, then this obligation shall be null and void and of no effect; otherwise, it shall remain in full force and effect, and no modifications, omissions, or additions, in or to the terms of said agreement, or in or to the Plans, Specifications and Bid, or in the manner and mode of payment, shall in any manner affect the obligations of Surety.

Surety hereby consents and yields to the jurisdiction of the Civil District Court in and for the Parish of Orleans, State of Louisiana, and hereby formally waives any plea to the jurisdiction on account of residence of domicile elsewhere, in the event of suit under this agreement and bond, and Surety herein shall be limited to such defenses only as Contractor could make.

[INSERT NAME SURETY]: \_\_\_\_\_

BY: \_\_\_\_\_  
Attorney-in-Fact

DATE: \_\_\_\_\_

[INSERT NAME SURETY]: \_\_\_\_\_

BY: \_\_\_\_\_  
Louisiana Resident Agent

DATE: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **DRAWINGS (BOUND SEPARATELY)**

DRAWING NOS. 1-G through 11-S (13 Sheets total)

- 1-G TITLE SHEET & LAYOUT MAP
- 2-G LEGEND AND GENERAL NOTES
- 3-G 17th STREET CANAL TYPICAL EXISTING SECTION
- 4-G.1 CELLULAR CONFINEMENT SYSTEM TYPICAL SECTION A
- 4-G.2 CELLULAR CONFINEMENT SYSTEM TYPICAL SECTION B
- 4-G.3 CELLULAR CONFINEMENT SYSTEM TYPICAL SECTION C
- 5-G SLOPE PROTECTION DETAILS
- 6-S 17th STREET CANAL PLAN STA. 145+00 TO STA. 160+00
- 7-S 17th STREET CANAL PLAN STA. 160+00 TO STA. 175+00
- 8-S 17th STREET CANAL PLAN STA. 175+00 TO STA. 190+00
- 9-S 17th STREET CANAL PLAN STA. 190+00 TO STA. 205+00
- 10-S 17th STREET CANAL PLAN STA. 205+00 TO STA. 219+30
- 11-S 17th STREET CANAL TYPICAL CROSS SECTIONS STA. 150+00, STA. 201+00, STA. 218+00

## **EXECUTED CONTRACT**

## **INSURANCE CERTIFICATES**

## Contract Execution

THUS DONE, PASSED, AND SIGNED on the day, month and year indicated, before the below named competent witnesses.

WITNESS:

\_\_\_\_\_  
  
\_\_\_\_\_

SOUTHEAST FLOOD PROTECTION AUTHORITY  
- EAST -

BY: \_\_\_\_\_

CHIEF ADMINISTRATIVE OFFICER

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

[INSERT NAME OF CONTRACTOR]

BY: \_\_\_\_\_  
Insert name and title



## **FPA ACKNOWLEDGMENTS**

STATE OF LOUISIANA

PARISH OF ORLEANS

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the Chief Administrative Officer of the Southeast Louisiana Flood Protection Authority - East, the political subdivision of the State of Louisiana described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to authority granted to him by the Southeast Louisiana Flood Protection Authority - East; and that said instrument is the free act and deed of the Southeast Louisiana Flood Protection Authority - East.

Furthermore, \_\_\_\_\_ did produce to me sufficient proof that he is the Chief Administrative Officer of said the Southeast Louisiana Flood Protection Authority - East and that he was duly authorized by the Southeast Louisiana Flood Protection Authority - East to execute the foregoing instrument, and I, the Notary Public, hereby certify that the signature of the said Chief Administrative Officer on the foregoing instrument is authentic.

---

**Notary Public**

---

**Printed Name**

---

**Notary Number**

**My commission expires at death**

# **CONTRACTOR AND CONSULTANT ACKNOWLEDGMENTS**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

On this \_\_\_\_ day of \_\_\_\_\_, 20XX, before me personally came and appeared [Name of signatory for Contractor/Consultant], who, being by me duly sworn, did depose and say that he is the [Corporate title of signatory] of [Contractor/Consultant's legal corporate name], described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to authority granted to him by the company, and that said instrument is the free act and deed of said company.

Furthermore [Name of signatory for Contractor/Consultant] did further produce to me sufficient proof that he is the [Corporate title of signatory] of [Contractor/Consultant's legal corporate name], that he was duly authorized by [Contractor/Consultant's legal corporate name], to execute the foregoing instrument, and I, the Notary Public, hereby certify that the signature of [Name of signatory for Consultant] on the foregoing instrument is authentic.

---

**Notary Public**

---

**Printed Name**

---

**Notary Number**

**My commission expires at death.**

## **APPENDIX – A – TECHNICAL SPECIFICATIONS**

### **LIST OF TECHNICAL SPECIFICATIONS**

Section 01001 – Storm Water Pollution Prevention Plan

Section 01002 - Environmental Protection

Section 01100 – Construction Layout

Section 02220 - Excavation

Section 02231 - Clearing

Section 02273 - Riprap

Section 02350 - Embankment

Section 02383 – Surfacing (Crushed Stone)

Section 02451 – Steel Sheet Piling

Section 02825 – Silt Fence

Section 02850 –Geotextiles

## **SECTION 01001**

### **STORM WATER POLLUTION PREVENTION PLAN**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work specified in this section consists of the Contractor implementing, and diligently pursuing all measures required in the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP consists of this Section 01001, and any and all references and attachments including existing and future signed certification statements. The purpose of the SWPPP is to control soil erosion and the resulting sediment to the extent necessary to prevent sediment from leaving the contract rights-of-way and prevent pollution of any water body caused by the runoff from the areas of construction activities under this contract, under the terms of PERMIT NO. LAR100000 PERMIT NO. LAR200000 (copy attached at the end of this section), and as specified herein and shown on the drawings. The requirements of these specifications are supplemental to and shall become part of the overall Environmental Protection Plan required by Section 01002 ENVIRONMENTAL PROTECTION. The Contractor shall review the SWPPP to determine requirements for compliance. In addition, the Contractor shall ascertain that his subcontractors have reviewed the plan, and that they comply with its provisions. The Contractor shall ensure that all subcontractors sign, "Certification Statements #2 and #3" (blank forms attached at the end of this section).

##### **1.2 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### **ASTM INTERNATIONAL (ASTM)**

ASTM D 4491	(1999; R 2004e1) Water Permeability of Geotextiles by Permittivity
ASTM D 4632	(2008) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(2004) Determining Apparent Opening Size of a Geotextile
ASTM D 4833	(2000e1) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(2002) Identification, Storage, and Handling of Geosynthetic Rolls and Samples

## LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)

PERMIT NO. LAR100000 (2014) Storm Water General Permit for Construction Activities, Five (5) Acres or More

PERMIT NO. LAR200000 (2013) Storm Water General Permit for Small Construction Activities

### 1.3 MEASUREMENT AND PAYMENT

#### 1.3.1 SWPPP

No separate measurement and payment will be made for the implementation of the Storm Water Pollution Prevention Plan required by this section, except as specified in paragraphs if applicable: "Silt Fence", and "Straw Bales", and "Diversion Dikes", and "Truck Wash-Down Racks". Price and payment shall be distributed amongst the existing items if applicable.

#### 1.3.2 Silt Fence (See Section 02825)

#### 1.3.3 Straw Bales (If Applicable)

The contract does not contain an item for Straw Bales. If added by Contract Change Order, Measurement and Payment for straw bales satisfactorily placed will be made and shall constitute full compensation for furnishing all plant, labor, materials and equipment, and performing all operations necessary for the placement and maintenance of straw bales throughout the contract period, including final dressing and cleanup.

#### 1.3.4 Diversion Dikes (Not Used)

#### 1.3.5 Truck Wash Down Racks (Not Used)

### 1.4 DEFINITIONS

a. Construction Owner - The construction owner is the party that has operational control over plans and specifications including the ability to make changes to those items. The Southeast Louisiana Flood Protection Authority – West (the Authority) is the construction owner.

b. Construction Operators - The construction operators are the party having control over the plans and specifications and the party having day-to-day operational control over those activities at a project site which are necessary to ensure compliance with the SWPPP or other permit conditions. Both the Authority and the Contractor are the construction operators.

c. Notice of Intent (NOI) - A document that is completed and submitted to the Louisiana Department of Environmental Quality as application for coverage to discharge under the PERMIT NO. LAR100000. (Copy provided at the end of this section.)

d. Notice of Termination (NOT) - A document that is completed and submitted to the Louisiana Department of Environmental Quality to terminate permission to discharge under the PERMIT NO. LAR100000. The NOT must be filed within 30 days after final stabilization of the construction site has been achieved or the Contractor is no longer the construction operator. (Copy provided at the end of this section.)

e. Completion Report - A document that is completed and submitted to the Louisiana Department of Environmental Quality to terminate permission to discharge under PERMIT NO. LAR200000. The Completion Report must be submitted to the Permits Division of the LDEQ by January 28 of the year following the calendar year in which the project was completed. (Copy provided at the end of this section.)

## 1.5 GENERAL

The Contractor shall implement the Storm Water Pollution Prevention Plan (SWPPP) specified in a manner which will meet the requirements of Section 01002 ENVIRONMENTAL PROTECTION, and the requirements of the Louisiana Pollution Discharge Elimination System (LPDES) permit, PERMIT NO. LAR100000 effective October 1, 2014 PERMIT NO. LAR200000, effective March 1, 2013.

### 1.5.1 Environmental Assessment of Contract Deviations

The Contractor is advised that deviations from the SWPPP could result in the requirement for the Authority to reanalyze the project from an environmental standpoint. Deviations from the SWPPP erosion control requirements as specified herein and as shown on the drawings which may have an environmental impact will require an extended review, processing, and approval time by the Authority.

### 1.5.2 Notice Of Intent

Upon preparation of a complete SWPPP, the NOI will be submitted by the Authority to the LDEQ as application for the Authority's coverage under the terms of PERMIT NO. LAR100000. A copy of the Authority's NOI, will be provided to the Contractor at the Pre-construction Conference for the Contractor's use in preparing their NOI. If a specific LPDES permit applicable to this construction item has been received from the LDEQ in response to the NOI, a copy of the specific LPDES permit will also be provided to the Contractor. The Contractor shall make any necessary modification to this SWPPP; attach the Construction Owner / Operator certification statement provided at the end of this section to the SWPPP; and certify by signing the statement as the construction operator. The Contractor shall then submit an NOI to the LDEQ as application for his/her coverage under the terms of PERMIT NO. LAR100000, prior to initiating any construction activities. Certified mail is recommended for Contractor's proof of submittal. A copy of the Contractor's NOI submittal shall be provided to the Authority's representative at the time of submittal. LDEQ will provide a specific LPDES permit to the Contractor in response to that NOI submittal. The NOI's of both the Contractor and the Authority, as well as the specific permits in response to the NOI, shall be posted at the job site by the Contractor. (Forms are attached at the end of this Section.)

## 1.6 SUBMITTALS (NOT USED)

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

### [SD-04 Samples

Silt Fence Geotextile[; G][; G, [\_\_\_\_\_]]

A sample, approximately (2 feet) by (4 feet), of each geotextile that the Contractor plans to use shall accompany the certificate required below.]

### [SD-07 Certificates

Silt Fence Geotextile; G[; G, [\_\_\_\_\_]]

A mill certificate or affidavit shall be provided attesting that the geotextile meets the chemical, physical, and manufacturing requirements stated in this specification. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the geotextile supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile.

Geotextile shall not be delivered to the site until the geotextile is approved by the Authority Representative.]

## 1.7 RECORD RETENTION REQUIREMENTS

### 1.7.1 Documents

The Contractor shall retain copies of the SWPPP and all reports required by the general permit, and all records of data used to complete the NOI, for a period of at least three years from the date that the construction site is finally stabilized. Records of the NOI as well as any data used to complete it, the SWPPP, and any reports required by PERMIT NO. LAR100000 shall be retained by the permittee for at least three years from the date that the site is finally stabilized.

### 1.7.2 Plan Accessibility

A copy of the SWPPP and a copies of all permits received, shall be retained at the construction site (or other local location accessible to the State Administration Authority and the public) from the date of construction initiation to the date of final stabilization. The Contractor shall have a copy of the plan available at a central location on-site for the use of all operators and those identified as having responsibilities under the plan whenever they are on the construction site. A notice shall be posted near the main entrance to the construction site with the following information: (1) the LPDES permit number for the project or a copy of the NOI if a permit has

not yet been assigned; (2) the name and telephone number of a local contact person; (3) a brief description of the project; and (4) the location of the SWPPP if the site is inactive or does not have an on-site location to store the plan.

### 1.7.3 Activity Records

The dates of the following activities shall be recorded:

- (1) Major grading activities occurred.
- (2) Construction activities temporarily or permanently ceased.
- (3) Stabilization measures were initiated.

### 1.7.4 LDEQ Correspondence

Any written correspondence with the LDEQ concerning the NOI, NOT, SWPPP, or discharges from any facility covered under PERMIT NO. LAR100000, shall be identified by permit number, if one has been assigned, and sent to the address below:

Louisiana Department of Environmental Quality  
Office of Environmental Services  
P.O. Box 4313  
Baton Rouge, LA 70821-4313

Attn: Permits Division

## 1.8 MAINTENANCE AND SURVEILLANCE FEES

In accordance with the Contract Clause in Section 00700 entitled, "Permits And Responsibilities (FAR 52.236-7)," the Contractor shall, without additional expense to the Authority, be responsible for paying any state required annual maintenance and surveillance fee for work associated with coverage under PERMIT NO. LAR100000.

## 1.9 EROSION AND SEDIMENT CONTROLS

The controls and measures required for controlling sediment during construction are described below.

### 1.9.1 Stabilization Controls

The stabilization practices to be implemented shall include fertilizing and seeding fertilizing, seeding, and mulching, or any other temporary measure to restrict erosion from the construction site. On the daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs "Unsuitable Conditions" and "No Activity for Less Than 21 Days," stabilization practices shall be initiated as soon as practicable,



but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

#### 1.9.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

#### 1.9.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased. Stabilization practices shall be initiated on that portion of the site by the fourteenth day in the case where construction activities will not resume within 21 days after construction activities have ceased.

#### 1.9.2 Structural Controls

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. At the Contractor's option, the structural practices shall include either of the following devices. Location and details of installation and construction are shown on the drawings.

##### 1.9.2.1 Silt Fence Barrier

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed, as shown on the contract drawings, to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing, embankment, and grading). Silt fences shall be installed in the locations indicated on the drawings. (Final removal of silt fence barriers shall be upon approval by the Authority.)

##### 1.9.2.2 Straw Bale Barrier (If Applicable)

If Applicable and Required by Contract Change Order, The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing, embankment, and grading) in each independent runoff area (e.g., after clearing in an area between a ridge and drain, bales shall be placed as work progresses, bales shall be removed/replaced/relocated as needed for work to progress in the drainage area) as shown on the drawings. If applicable, Areas where straw bales are to be used are shown on the drawings. Final removal of straw bale barriers shall be upon approval by the Authority. Rows of bales of straw shall be provided as follows:

- a. Along the downhill perimeter edge of all areas disturbed.
- b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
- c. Along the toe of all cut slopes and fill slopes of the construction areas.
- d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced [a maximum of [\_\_\_\_\_] (feet) apart] [as shown on the drawings].
- e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows shall be spaced [a maximum of [\_\_\_\_\_] (feet) apart] [as shown on the drawings].
- f. At the entrance to culverts that receive runoff from disturbed areas.
- [g. [\_\_\_\_\_] .]

#### 1.9.2.3 Diversion Dikes (Not Used)

Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be (18 inches). The minimum base width shall be (6 feet) and the minimum top width shall be (2 feet). The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic. Diversion dikes shall be located and installed as shown on the drawings.

#### 1.9.2.4 Truck Wash Down Racks (Not Used)

## PART 2 PRODUCTS

### 2.1 COMPONENTS FOR SILT FENCE BARRIER (SEE SECTION 02825)

#### 2.1.1 Silt Fence Geotextile

The geotextile shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. Geotextile shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of (0 to 120 degrees F). The silt fence geotextile shall meet the following requirements:

## GEOTEXTILE FOR SILT FENCE

<u>PROPERTY</u>	<u>TEST PROCEDURE</u>	<u>VALUE</u>
Grab Breaking Load, (pounds)	ASTM D 4632	[150] [200] [220] minimum
Grab Elongation at Ultimate, percent	ASTM D 4632	20 maximum
Puncture Strength, (pounds)	ASTM D 4833	130 minimum
AOS, U.S. Standard Sieve No.	ASTM D 4751	30 - 70
Permittivity, per second	ASTM D 4491	0.25 minimum

### 2.1.2 Wooden Posts and Steel T-Posts

The Contractor may use either rounded wooden posts or steel T-posts for silt fence construction. Wooden posts utilized for silt fence construction, shall [conform to the contract drawings] [have a minimum (3-1/2 inch) diameter, and shall have a minimum length of (7 feet),] and shall be either oak or pine wood. Steel T-posts utilized for silt fence construction, shall have a minimum weight of (1.33 pounds per linear foot) and a minimum length of (7 feet).

### 2.1.3 Identification Storage and Handling

Geotextile shall be identified, stored and handled in accordance with ASTM D 4873.

## 2.2 COMPONENTS FOR STRAW BALE BARRIER (IF APPLICABLE)

If Applicable and Required by Contract Change Order, The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as bahia, Bermuda, Johnson grass, etc., furnished in air dry condition. The bales shall have a standard cross section of (14 inches) by (18 inches). All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have minimum dimensions of (2 inches) x (2 inches) in cross section and shall have a minimum length of (3 feet). Steel posts (standard "U" or "T" section) utilized for securing straw bales, shall have a minimum weight of (1.33 pounds per linear foot) and a minimum length of (3 feet).

## PART 3 EXECUTION

### 3.1 INSTALLATION OF SILT FENCE BARRIER

(See Section 02825)

The silt fence shall be located and installed as indicated on the contract drawings. Geotextile shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, geotextile shall be spliced together at a support post, with a minimum (6-inch) overlap, and securely sealed. A trench shall be excavated approximately (4 inches) wide and (6 inches) deep on the upslope side of the location of the silt fence. The (4-inch) by (6-inch) trench shall be backfilled and the soil compacted over the geotextile. The geotextile

shall be attached to the land side of the post with wire or other method recommended by the manufacturer and such that a (6-inch) length of geotextile is left unattached at the bottom of the post, the unattached geotextile embedded in the trench and the trench backfilled. It is the responsibility of the Contractor to maintain the integrity of the silt fence. The Contractor shall immediately correct any deficiencies. The silt fence shall be promptly repaired or replaced should it become damaged or otherwise ineffective. The silt fence is to remain in place upon completion of the project, or as directed by the Authority Representative. Its maintenance shall be continual for that period of time for which excavated materials are placed in the area of the silt fence.

### 3.2 INSTALLATION OF STRAW BALE BARRIER (IF APPLICABLE)

If Applicable and Required by Contract Change Order, Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of (4 inches). After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to (4 inches) against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum (18 inches) deep into the ground to securely anchor the bales.

### 3.3. INSTALLATION OF TRUCK WASH DOWN RACKS (Not Used)

Operation of truck wash down racks shall not include use of detergents. Sediments resulting from operation of truck wash down racks shall not be permitted to pollute any receiving waters. Sediments shall be utilized in the job or disposed of as construction debris.

### 3.4 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

#### 3.4.1 Silt Fence Barrier Maintenance

Silt fences shall be inspected in accordance with paragraph "INSPECTIONS." Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the geotextile on a silt fence decompose or become ineffective, and the barrier is still necessary, the geotextile shall be

replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. Sediments shall be utilized in the job or disposed of as construction debris. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

#### 3.4.2 Straw Bale Barrier Maintenance (If Applicable)

If Applicable and Required by Contract Change Order, Straw bale barriers shall be inspected in accordance with paragraph "INSPECTIONS." Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Sediments shall be utilized in the job or disposed of as construction debris. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

#### 3.4.3 Diversion Dike Maintenance (Not Used)

Diversion dikes shall be inspected in accordance with paragraph "INSPECTIONS." Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

### 3.5 INSPECTIONS

#### 3.5.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every fourteen (14) calendar days, before anticipated storm events (or series of storm events such as intermittent showers over one or more days) expected to cause a significant amount of runoff, and within 24 hours of the end of any storm that produces (0.5 inches) or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every two weeks.

#### 3.5.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWPPP shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

### 3.5.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, maintenance performed, and actions taken. The report shall be furnished to the Authority within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site. Sample inspection reports (Exhibit D-2, Exhibit D-3, Exhibit D-4, and Table D-5) are included at the end of this section.

### 3.6 NOTICE OF TERMINATION

Upon stabilization and elimination of all storm water discharges authorized by PERMIT NO. LAR100000, or where the operator of all storm water discharges at a facility changes, a Notice of Termination (NOT) shall be certified and submitted by the Contractor to the Permits Division at the LDEQ. A copy of the NOT form is provided at the end of this section. Certified mail is recommended for proof of the NOT submittal. The NOT shall be submitted within 30 days of final stabilization of the construction site or when the Contractor is no longer the construction operator.

### 3.7 COMPLETION REPORT

Upon stabilization and elimination of all storm water discharges authorized by PERMIT NO. LAR200000, or where the operator of all storm water discharges at a facility changes, a Completion Report shall be certified and submitted by the Contractor to the Permits Division at the LDEQ. A copy of the Completion Report form is provided at the end of this section. Certified mail is recommended for proof of the Completion Report submittal. The Completion Report shall be submitted within 30 days of final stabilization of the construction site or when the Contractor is no longer the construction operator.

### 3.8 ADDITIONAL INFORMATION

- (a) Job description. [Prepare within one paragraph, a brief description of the construction activity. Any offsite disposal and stockpiling must be included.]
- (b) Activity sequence. [Prepare, within one paragraph, a description of the intended sequence of major activities which disturb soils for major portions of the site (e.g., grubbing, excavation, grading, utilities, and infrastructure installation, etc.)]
- (c) Disturbed area. [Describe, within one paragraph, the estimates of (1) the total area of the site and (2) the total area of the site that is expected to be disturbed by excavation, grading, or other off-site activities including off-site borrow and fill areas.]
- (d) Runoff coefficient. [Describe, within one paragraph, an estimate of the runoff coefficient of the site for both the pre-construction and post-construction conditions and data describing the soil or the quality of any discharge (storm water/sediments) from the site.]

(e) Location. [Provide a general location map and a site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, and outline of areas which will not be disturbed, the location of major structural and nonstructural controls identified in the SWPPP, the location of areas where stabilization practices are expected to occur, locations of off-site material, waste borrow or equipment storage areas, surface waters (including wetlands) and locations where storm water is discharged to a surface water. Designer can simply prepare a paragraph that refers to location of map(s) in existing plans displaying where all of these described construction activities will occur.]

(f) Associated discharges. [In one paragraph, describe the location and description of any discharge (stormwater or other) associated with industrial activity other than construction. If there are none it should be so stated. ]

(g) Name of receiving waters / wetlands / special aquatic sites. [In one paragraph, describe the nearest waterbody named on topographic maps to the construction site that will receive storm water discharges from the job. (Designation of distant downstream water bodies are not appropriate.) Any special aquatic site / wetland receiving stormwaters from the construction site shall be identified and the area affected shall be identified (wooded wetlands, freshwater marsh, etc.) and quantified.]

(h) Permit requirements. [In one paragraph state that permit requirements are described in the copy of Permit No. LAR100000 attached at the end of this section.]

(i) Endangered or Threatened Species Concerns. [(A request should be made to the assigned environmental team member for the appropriate wording for this paragraph. Contact the project manager or Richard Boe at 504-862-1505 if you do not know the name of the assigned environmental team member.) This paragraph should contain information on whether listed or threatened species and/or critical habitat are found in proximity to the construction activity and whether such species may be affected by the applicant's storm water discharges or storm water discharge-related activities.]

(j) [(A request should be made to the assigned archeologist team member for the appropriate wording for this paragraph. Contact the project manager or Michael Swanda at 504-862-2036 if you do not know the name of the assigned archeologist.) This paragraph should contain information on whether the storm water discharges or storm water discharge-related activities from the construction site would have an effect on a property that is listed or eligible for listing under the National Historic Register and, where effects may occur, any written agreements with the State Historic Preservation Officer (SHPO) to mitigate these effects.]

*CERTIFICATION STATEMENT #1*

*Any person, including the construction owner/operator, signing documents (the SWPPP, modifications to the SWPPP, or other reports) under Part VI.G. of PERMIT NO. LAR100000 or PERMIT NO. LAR200000 shall make the following certification.*

(Contract Title)

(Permit Number)

(Document being Certified, such as SWPPP)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also certify that a storm water pollution prevention plan, including both construction and post construction controls, has been prepared for the site in accordance with the permit and that such plan complies with approved State, Tribal and/or local sediment and erosion plans or permits and/or storm water management plans or permits. I am aware that signature and submittal of the Notice of Intent is deemed to constitute my determination of eligibility under one or more of the requirements of Permit Part I.A.3.e(1), related to the Endangered Species Act requirements. To the best of my knowledge, I further certify that such discharges and discharge related activities will not have an effect on properties listed or eligible for listing on the National Register of Historic Places under the National Historic Preservation Act, or are otherwise eligible for coverage under Part I.A.3.f of the permit. I am also aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_



*CERTIFICATION STATEMENT #2*

*Any Contractor or subcontractor implementing any part of this plan must prepare and sign a copy of the following certification.*

(Contract Title)

(Permit Number)

I certify, under penalty of law, that I understand the terms and conditions of the Louisiana Pollutant Discharge Elimination System (LPDES) general permit that authorizes storm water discharges associated with construction activity from the construction site identified as part of this certification.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone No: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

*CERTIFICATION STATEMENT #3*

*Any Contractor or subcontractor that does not meet the definition of "operator" that will conduct activities that may impact the effectiveness of the SWPPP control measures must prepare and sign the following certification.*

(Contract Title)

(Permit Number)

I certify, under penalty of law, that I will coordinate, through the contractor, owner, or directly, with the Contractor (s) identified in the pollution prevention plan having responsibility for implementing storm water control measures to minimize any impact my actions may have on the effectiveness of these storm water control measures.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Telephone No: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

-- End of Section --

Exhibit D-2

**Storm Water Pollution Prevention Plan**  
**Construction General Permit**  
**Inspection and Maintenance Report Form**

To be completed every 14 days and within 24 hours of a rainfall event of 13 mm (0.5 inch) or more project: \_\_\_\_\_

Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

Inspectors Qualifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Days Since Last Rainfall: \_\_\_\_\_ Amount of Last Rainfall \_\_\_\_\_ mm (Inches)

**Structural Controls**

AREA	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED (yes/no)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

-- End of Section --

Exhibit D-3

**Storm Water Pollution Prevention Plan**

**Construction General Permit  
Inspection and Maintenance Report Form**

To be completed every 14 days and within 24 hours of a rainfall event of 13 mm (0.5 inch) or more project: \_\_\_\_\_

Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

Inspectors Qualifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Days Since Last Rainfall: \_\_\_\_\_ Amount of Last Rainfall \_\_\_\_\_ mm (Inches)

**Vegetative Controls**

AREA	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED (yes/no)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

Exhibit D-4

**Storm Water Pollution Prevention Plan**

**Construction General Permit  
Inspection and Maintenance Report Form**

To be completed every 14 days and within 24 hours of a rainfall event of 13 mm (0.5 inch) or more project: \_\_\_\_\_

Inspected By: \_\_\_\_\_ Date: \_\_\_\_\_

Inspectors Qualifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Days Since Last Rainfall: \_\_\_\_\_ Amount of Last Rainfall \_\_\_\_\_ mm (Inches)

**Management Controls**

AREA	ACTIVITY DESCRIPTION	MAINTENANCE REQUIRED	STABILIZED (yes/no)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TO BE PERFORMED BY: \_\_\_\_\_ ON OR BEFORE: \_\_\_\_\_

**Table D-5**

**EQUIPMENT MAINTENANCE AND INSPECTION**

<b>Inspection/Maintenance Conducted and Comments/Observations</b>	<b>Location/Equipment</b>	<b>Conducted By</b>	<b>Date</b>



**STATE OF LOUISIANA**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**Office of Environmental Services, Permits Division**  
**Post Office Box 4313**  
**Baton Rouge, LA 70821-4313**  
**PHONE#: (225) 219-9371**

**LPDES NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER ASSOCIATED  
WITH CONSTRUCTION ACTIVITY GREATER THAN 5 ACRES**

(Attach additional pages if needed.)

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by an LPDES permit issued for storm water discharges associated with construction activity in Louisiana. In order to be automatically authorized under General Permit LAR100000 you must submit a complete and accurate NOI to the LDEQ.

<b>EVERY ITEM MUST BE COMPLETED.</b>
--------------------------------------

Submission of this Notice of Intent also constitutes that implementation of the Storm Water Pollution Prevention Plan required under the general permit will begin at the time the permittee commences work on the construction project identified in Section I below.

**SECTION I - FACILITY INFORMATION**

- A. Permit is to be issued to the following:** (must be a party having operational control over construction plans and specifications and /or a party having day-to-day operational control over those activities at a project site which are necessary to ensure compliance with the storm water pollution prevention plan or other permit conditions LAC 33:IX.2501.B and LAC 33:IX.2503.A and B).

1. Legal Name of Applicant  
(Company, Partnership, Corporation, etc.) \_\_\_\_\_

Project Name \_\_\_\_\_

(NOTE: Only one NOI needs to be submitted to cover all of the permittee's activities on the common plan of development or sale (e.g., you do not need to submit a separate NOI for each separate lot in a **residential subdivision** or for two separate buildings being constructed on the same property, provided your SWPPP covers each area for which you are the operator.)

Mailing Address \_\_\_\_\_

Email: \_\_\_\_\_ Zip Code: \_\_\_\_\_

If the applicant named above is not also the owner, state owner name, phone # and address.

\_\_\_\_\_  
\_\_\_\_\_

Check status: ☐ Federal    ☐ Parish    ☐ Municipal    ☐  
☐ State    ☐ Public    ☐ Private    ☐ Other: \_\_\_\_\_

- Location of project. Provide a specific address, street, road, highway, interstate, and/or River Mile/Bank location of the project for which the NOI is being submitted.
2. \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_ Parish \_\_\_\_\_

Front Gate Coordinates:

Latitude- \_\_\_\_ deg. \_\_\_\_ min. \_\_\_\_ sec. Longitude- \_\_\_\_ deg. \_\_\_\_ min. \_\_\_\_ sec.

Method of Coordinate Determination:

(ex: <http://terraserver-usa.com/Quad Map>, Previous Permit, website, GPS)

Is the facility located on Indian Lands? ☐ Yes ☐ No

**B. Storm water Pollution Prevention Plan Information.**

1. Has the Storm water Pollution Prevention Plan (SWPPP) been prepared? (NOTE: The SWPPP must be prepared prior to submittal of the NOI. Do **not** submit SWPPP with this NOI.)

☐ Yes ☐ No

2. Indicate address of location of SWPPP if different from Project Location. (N/A if SWPPP is located at the construction site.)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**C. Location Information**

1. Estimated Construction Start Date: (mo/day/yr) \_\_\_\_\_

2. Select how long the permit is needed:

- ☐ 0 months - 1 year  
☐ 2 years (not available after 9/30/2018)  
☐ 3 years (not available after 9/30/2017)  
☐ 4 years (not available after 9/30/2016)  
☐ 5 years (not available after 9/30/2015)

**Note: Coverage cannot be granted beyond 9/30/2019 (the expiration date of the general permit). Therefore, 5 years is not available after 9/30/2015, 4 years is not available after 9/30/2016, etc. Instructions on extending coverage beyond 9/30/2019 will be provided at the time the master general is reissued.**

3. Estimate of area to be disturbed (to nearest acre) \_\_\_\_\_

4. Describe the project or facility being constructed, such as a subdivision, single home, business, road project, or

retail development (be specific, if clearing land indicate if there are future plans to build a facility, subdivision, or retail development):

5. Is the project part of a larger development or subdivision? (5 acres or greater)

☐

Yes

☐

No

If yes, provide the name of the development or subdivision.

#### D. Discharge Information

1. Indicate how the storm water run-off reaches state waters (named water bodies). This will usually be either *directly*, by *open ditch* (if it is a highway ditch, indicate the highway), or by *pipe*. Please specifically name all of the minor water bodies that your discharge will travel through on the way to a major water body. This information can be obtained from U.S.G.S. Quadrangle Maps. Maps can also be obtained online at <http://map.deq.state.la.us/> or [www.mytopo.com](http://www.mytopo.com). Private map companies can also supply you with these maps. If you cannot locate a map through these sources you can contact the Louisiana Department of Transportation and Development at the address on the first page of this form.

By \_\_\_\_\_ (effluent pipe, ditch, etc.);

thence into \_\_\_\_\_ (effluent pipe, ditch, etc.);

thence into \_\_\_\_\_ (Parish drainage ditch, canal, etc.);

thence into \_\_\_\_\_ (named bayou, creek, stream, etc.)

2.

Based on Appendix C, the Outstanding Natural Resource Water (ONRW) list, does your storm water run-off flow directly into a waterbody listed as an ONRW?

☐

Yes

☐

No

**NOTE:** If the discharge will ultimately enter a scenic stream, contact the Louisiana Department of Wildlife and Fisheries (LDWF) Scenic Stream Division at 318-343-4044 for direction regarding how to comply with their requirements.

3. Based on Appendix A, Endangered Species Guidance, are there any listed endangered or threatened species in the project area?

☐

Yes

☐

No

**NOTE:** Use the Endangered Species Guidance in Appendix A to determine if there are listed endangered or threatened species in the project area. Applicants should contact the U. S. Fish and Wildlife Service (address is in Appendix A) for guidance if they need assistance in making a determination.

4. Based on Appendix B, Historic Properties Guidance, are any historic properties listed or eligible for listing on the National Register of Historic Places located on the facility or in proximity to the discharge?

☐

Yes

☐

No

5. Was the State Historic Preservation Office (see Part I.A.3.f of the permit) involved in your determination of eligibility?

☐

Yes

☐

No

#### E. Additional Discharge Information

1. Will the project or facility expansion, post-construction, result in a discharge that will require a wastewater discharge permit such as treated sanitary wastewater from a subdivision or apartment complex, industrial storm water or process wastewater?

☐

Yes

☐

No (e.g. direct to city POTW or no post-construction discharge)

2. If yes, does the subdivision, complex, or facility have an LPDES water discharge permit?

☐ Yes

☐ No

If yes, what is the LPDES permit number?

3. If the facility has an LPDES water discharge permit, will the construction activity result in an increase to the permitted discharge?

☐ No

☐ Yes – Please explain: \_\_\_\_\_

4. If the facility **does not** have an LPDES permit or if the construction will result in an **increased discharge**, the party or developer responsible for construction plans and specifications must provide a Request for Preliminary Determination (RPD), Notice of Intent (NOI), or a request for permit modification within **14 days** of submittal of the Construction NOI to: DEQ, OES, P.O. Box 4313, Baton Rouge, LA 70821-4313, Attn: Water Permits Division. Failure to submit this information may result in denial of this and/or any future applications for discharge of wastewater to waters of the state. The “Request for Preliminary Determination of LPDES Permit Issuance” form requests the information referenced above and can be accessed on our web page <http://www.deq.louisiana.gov> under DIVISIONS, Water Permits, LPDES Permits, LPDES Forms.

## SECTION II – LAC 33.I.1701 REQUIREMENTS

A. Does the company or owner have federal or state environmental permits in other states that are identical to, or of a similar nature to, the permit for which you are applying? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.)

☐ Permits in Louisiana. List Permit Numbers or attach a list: \_\_\_\_\_

☐ Permits in other states (list states): \_\_\_\_\_

☐ No environmental permits.

B. Do you owe any outstanding fees or final penalties to the Department?

☐ Yes

☐ No

If yes, please explain.

C. Is your company a corporation or limited liability company?

☐ Yes

☐ No

If yes, is the corporation or LLC registered with the Secretary of State?

☐ Yes

☐ No

## SECTION III - SIGNATURE

According to the Louisiana Water Quality Regulations, LAC 33:IX.2503, the following requirements shall apply to the signatory page in this application:

### Chapter 25. Permit Application and Special LPDES Program Requirements

#### 2503. Signatories to Permit Applications and Reports

A. All permit applications shall be signed as follows:

1. For a corporation - by a responsible corporate officer. For the purpose of this Section, responsible corporate officer means:

(a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

(b) The manager of one or more manufacturing, production, or operating facilities, provided: the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and the authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

**NOTE:** LDEQ does not require specific assignments or delegations of authority to responsible corporate officers identified in the Permit **Standard Permit Conditions, Part VI.G.1.a(1)**. The agency will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the state administrative authority to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under Permit **Standard Permit Conditions, Part VI.G.1a.(2)** rather than to specific individuals.

2. For a partnership or sole proprietorship - by a general partner or the proprietor, respectively; or
3. For a municipality, state, federal or other public agency – by either a principal executive officer or ranking elected official. For the purposes of this section, a principal executive officer of a federal agency includes:

(a) The chief executive officer of the agency, or

(b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of

EPA).

## **CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also certify that a storm water pollution prevention plan, including both construction and post construction controls, has been prepared for the site in accordance with the permit and that such plan complies with approved State, Tribal and/or local sediment and erosion plans or permits and/or storm water management plans or permits. I am aware that signature and submittal of the NOI is deemed to constitute my determination of eligibility under one or more of the requirements of Permit Part I.A.3.e(1), related to the Endangered Species Act requirements. To the best of my knowledge, I further certify that such discharges and discharge related activities will not have an effect on properties listed or eligible for listing on the National Register of Historic Places under the National Historic Preservation Act, or are otherwise eligible for coverage under Part I.A.3.f of the permit. I am also aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**NOTE: SIGNATURE MUST COMPLY WITH REQUIREMENTS STATED  
ABOVE IN SECTION III.**

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

**Date** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Federal Tax ID** \_\_\_\_\_

**No.** \_\_\_\_\_

**\*\*\*ANY NOI THAT DOES NOT CONTAIN ALL OF THE REQUESTED  
INFORMATION WILL BE CONSIDERED INCOMPLETE. NOI PROCESSING**

**CANNOT PROCEED UNTIL ALL REQUIRED INFORMATION HAS BEEN  
SUBMITTED.**



STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
Office of Environmental Services, Water Permits Division  
Post Office Box 4313  
Baton Rouge, Louisiana 70821-4313  
PHONE#: (225) 219-3181

**LPDES NOTICE OF TERMINATION OF COVERAGE UNDER  
LPDES GENERAL PERMIT FOR STORM WATER DISCHARGES  
ASSOCIATED WITH CONSTRUCTION ACTIVITIES FIVE ACRES OR MORE  
(LAR100000)**

**I. PERMIT INFORMATION**

Facility's Storm Water Authorization Number LAR10 \_\_\_\_\_ AI #:

\_\_\_\_\_

\_\_\_\_\_ Check here if you are no longer the Operator of the Facility OR  
if the facility has been sold

\_\_\_\_\_ Check here if the storm water discharge associated with the construction  
activity is Being Terminated

**II. FACILITY OPERATOR INFORMATION**

Name: \_\_\_\_\_

Mail Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

**III. FACILITY/SITE LOCATION INFORMATION**

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Parish \_\_\_\_\_

**IV. CERTIFICATION**

*I certify under penalty of law that all storm water discharges associated with construction activity from the portion of the identified facility where I was an operator have ceased or have been eliminated or that I am no longer an operator at the construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under this general permit, and that discharging pollutants in storm water associated with construction activity to waters of the State is unlawful under the*



*Clean Water Act where the discharge is not authorized by an LPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violation of this permit or the Clean Water Act.*

Print Name: \_\_\_\_\_

Date:

Signature: \_\_\_\_\_



STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
Office of Environmental Services, Permits Division  
Post Office Box 4313  
Baton Rouge, Louisiana 70821-4313  
PHONE#: (225) 219-3181  
FAX#: (225) 219-3309



**SMALL CONSTRUCTION ACTIVITY  
COMPLETION REPORT LAR200000**

To be submitted by January 28 in the year FOLLOWING COMPLETION of covered activities.

**Section I – Operator Information**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ DEQ AI# (if known): \_\_\_\_\_  
Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
Location of Project: \_\_\_\_\_  
\_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_  
Name of Receiving Water: \_\_\_\_\_  
Total Area of Land Disturbance (in acres) \_\_\_\_\_  
Construction Start Date: \_\_\_\_\_  
Construction Completion/Site Stabilization Date: \_\_\_\_\_  
List existing or prior water discharge permits for the location: \_\_\_\_\_

**Section II – Facility/Site Information**

City: \_\_\_\_\_  
Parish: \_\_\_\_\_

### **Section III - Certification**

I certify under penalty of law that project activities were completed in accordance with the requirements of the Clean Water Act and the Louisiana Environmental Quality Act, and specifically in accordance with the LPDES Small Construction General Permit, LAR200000, under which the storm water discharges related to the construction were authorized. I understand that submittal of this Report does not release an Operator from liability for any violation of the permit or the Act. I further certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete, and that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

form\_7067\_r00  
04/15/2005

Page 1 of 1  
SCACR

## SECTION 01002

### ENVIRONMENTAL PROTECTION

#### PART 1 GENERAL

##### 1.1 SCOPE

The work covered by this section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution and the handling, removal, transportation and disposal of any hazardous and/or regulated solid waste generated during and as the result of construction operations under this contract except for those measures set forth in other provisions of these specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management, management of radiant energy and radioactive materials, as well as other pollutants including hazardous wastes, materials, substances and chemicals.

##### 1.2 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the Contractor and his subcontractors shall comply with the Louisiana Pollution Discharge Elimination System (LPDES) General Permit requirements as specified in Section 01001 STORM WATER POLLUTION PREVENTION PLAN, all applicable Federal, State, and Local laws, and regulations as well as USACE regulations concerning environmental pollution control and abatement and any regulations referred to in the following paragraphs. For hazardous wastes, materials, substances and chemicals applicable regulations shall include, but are not limited to, 29 CFR 1910.106, 29 CFR 1910.120, 40 CFR 260, 40 CFR 279, 40 CFR 355, 40 CFR 372-SUBPART D, 49 CFR 171 - 178 and EM 385-1-1, LAC 33:V, and LAC 33:VII.

##### 1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### LOUISIANA ADMINISTRATIVE CODE (LAC)

LAC 33:V	Environmental Quality: Hazardous Waste and Hazardous Materials
LAC 33:VII	Environmental Quality: Solid Waste

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.106	Flammable and Combustible Liquids
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
33 CFR 153.203	Procedure for the Notice of Discharge
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 268	Land Disposal Restrictions
40 CFR 279	Standards for the Management of Used Oil
40 CFR 355	Emergency Planning and Notification
40 CFR 372-SUBPART D	Specific Toxic Chemical Listings
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 171 - 178	Hazardous Materials Regulations

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2014) Safety -- Safety and Health Requirements
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### 1.4 MEASUREMENT AND PAYMENT

#### 1.4.1 Environment Protection

No separate measurement or payment will be made for environment protection, including protection of fish and wildlife. Payment for the work covered under this section shall be distributed throughout the existing bid items.

#### 1.4.2 Non-Regulated Waste

No separate measurement or payment will be made for the work associated with and the disposal of non-regulated debris not specifically covered elsewhere. Payment for the work associated with the disposal of non-regulated debris not specifically covered elsewhere shall be distributed throughout the existing bid items.

### 1.4.3 Hazardous/Regulated Waste

(a) If the Contractor generates hazardous and/or regulated solid wastes through his/her actions, no separate measurement or payment will be made for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes. Payment for the work associated with and the disposal of hazardous/regulated solid waste generated by the Contractor shall be distributed throughout the existing bid items.

(b) If the Contractor uncovers an existing hazardous/regulated waste not Contractor generated, not shown on the drawings, and not specified herein, the Contractor shall notify SLPFAE's Representative immediately. Payment for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes not Contractor generated, not shown on the drawings, and not specified herein will be made as an equitable adjustment in contract price under the Claims for Extra Cost in the General Provisions.

### 1.5 SUBMITTALS

The Contractor shall submit an Environmental Pollution Control/Environmental Protection Plan in accordance with Paragraph 1.9.

### 1.6 QUALITY CONTROL

#### 1.6.1 General

The Contractor shall establish and maintain quality control for environment protection to assure compliance with contract specifications and maintain records of his/her quality control for all construction operations including but not limited to the following:

(1) Submit plan of Environmental Pollution Control Plan/Environmental Protection Plan. For Contractor work activities (such as painting, metal finishing, etc.) that will involve bringing hazardous chemicals, hazardous substances or hazardous materials onto the project site, include in the plan a Hazard Communication Program and Safe Storage Plan. For Contractor activities that anticipate generation of hazardous wastes at the project site, include in the plan a waste identification / determination and waste disposal plan. For Contractor on-site activities that pose a risk of an oil or hazardous substance spill, include in the plan a Spill Reporting and Response Plan.

(2) Procure applicable Federal, State, and Local regulations on pollution control.

(3) Air Pollution - Checks made on dust, smoke, and noise.

(4) Water Pollution - Checks made on disposal of water, oil, etc.

(5) Land Pollution - Checks made on disposal of debris, restoration of temporary construction sites, etc.

## (6) Training Course for Employees.

### 1.6.2 Reporting

The original and two copies of these records, as well as the records of corrective action taken, shall be furnished SLPFAE's Representative daily. Format of report shall be as prescribed in Section **GP-10 Daily Progress Reports**.

### 1.7 NOTIFICATION

SLPFA-W will notify the Contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his/her authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the SLPFA-W Representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to any such stop orders the subject of a claim for extension of time or for excess cost of damages.

### 1.8 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

### 1.9 IMPLEMENTATION

Within 10 days after receipt of Notice of Award, or otherwise directed below, the Contractor shall:

- (1) Submit in writing his/her proposals for implementing environmental pollution control at the project site, disposal of debris, non-hazardous wastes and hazardous wastes generated at the project site as well as storage and management of regulated materials, substances and chemicals brought onto and used at the project site.
- (2) Meet with representatives of the Authority to develop mutual understanding relative to compliance with this provision and administration of the environmental pollution control program.
- (3) If applicable, submit a plan for the identification, handling, removal, transportation and disposal of hazardous and/or regulated solid wastes generated because of the Contractor's operation.

#### 1.9.1 Environmental Assessment of Contract Deviations

The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Authority to reanalyze the project from an

environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications, which may have an environmental impact will require an extended review, processing, and approval time by the Authority. The SLPFAE reserves the right to disapprove alternate methods, even if they are more cost effective, if SLPFAE Representative determines that the proposed alternate method will have an adverse environmental impact.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 PROTECTION OF LAND RESOURCES

#### 3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his/her construction activities to areas defined by the plans or specifications, including borrow areas to be cleared.

#### 3.1.2 Prevention of Landscape Defacement

Except in areas to be cleared and as provided in paragraph "Temporary Excavation and Embankments", the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Authority Representative. Felling of trees shall be performed in such a manner as to avoid damage to trees to be left standing. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's operations or equipment; adequate protection measures shall be implemented. A tree protection zone shall be constructed around all trees that may be affected by construction activities. The tree protection zone shall be established by placing metal posts and temporary construction safety fencing around trees below the trees' canopy drip edge. The Contractor shall not store any material, equipment, backfill, drive any machinery, or cause any changes to the existing grade around trees and their respective canopy drip edges. All monuments and markers shall be protected before beginning operations near them, or properly removed and stored by the Contractor during construction, and repositioned after construction. Landscape features damaged by the Contractor's equipment or operations shall be replaced or restored to their original condition; the Contractor shall coordinate with the New Orleans' District Landscape Architect and secure the services of a licensed arborist to assess any damage to trees that occur as a result of construction activities. The Contractor shall submit to the SLPFAE Representative, for review and approval, a written report from the licensed arborist on the inflicted damage, as well as a proposed remediation plan of action, or if required the replacement of affected trees. The plan of action shall identify measures such as proper pruning and bark tracing to restore the damaged trees, or tree replacement options. No separate measurement and payment will be made for any work required implementing tree protection zone measures around trees



within the construction limits that are to remain. The Contractor shall include any and all costs for tree protection zone measures in the contract prices for items to which the work is incidental thereto. Should the services of a licensed arborist be required as a result of damages due to the actions of the Contractor, all services, material, labor and equipment to implement the remediation plan and restore and or replace the affected trees shall be accomplished by the Contractor at no additional cost to the Authority.

### 3.1.3 Temporary Excavation and Embankments

If the Contractor proposes to construct temporary roads or embankments and excavation for plant and/or work areas, he shall obtain approval of the Authority Representative prior to start of such temporary work.

### 3.1.4 Post-Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of excess or waste materials upon completion of construction. The Contractor will be required to restore the construction area to near natural conditions that will permit the growth of vegetation.

### 3.1.5 Recording and Preserving Historical and Archeological Finds

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 SLFPA-W has been notified and final coordination with the State Historic Preservation Officer has been completed. The Contractor will leave the archeological find undisturbed and shall immediately report the find to the Authority Representative so that the proper authorities may be notified.

## 3.2 PROTECTION OF WATER RESOURCES

### 3.2.1 Contamination of Water

The Contractor shall not pollute lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs with fuels, oils, bitumens, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife, or materials which may be a detriment to outdoor recreation.

### 3.2.2 Disposal of Materials

The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife.

### 3.2.3 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures as specified in Section 01001 STORM WATER POLLUTION PREVENTION PLAN, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall not exceed that necessary to perform the work. Stream crossings by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridges shall be installed. Any temporary culverts or bridges shall be removed upon completion of the project. Fills and waste area shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

### 3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference of disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area that are critical to fish or wildlife.

### 3.4 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for all the offices, shops, laboratories, or other buildings being used by the Contractor or SLFPA-W employees, whether existing or Contractor furnished, and perform any required maintenance of the facilities and grounds during the life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the buildings are in daily use. Services shall be accomplished to the satisfaction of the Authority Representative. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent outside areas, snow removal as required, and shall dispose of all discarded debris, aggregate samples and concrete test samples in a manner approved by the Authority Representative.

### 3.5 DISPOSAL OF NON-REGULATED DEBRIS

All debris resulting from construction operations on this contract shall be disposed of in accordance with Section 02231 CLEARING, paragraph "DISPOSAL OF DEBRIS".

### 3.6 DISPOSAL OF HAZARDOUS AND/OR REGULATED SOLID WASTES

If any hazardous or regulated solid wastes will be generated as a result of the Contractor's operations, the Contractor shall submit a plan that details the proper handling, removal, transportation and disposal of such wastes. The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste. All waste generated on-site by the Contractor must be properly identified within 30 days of generation. No regulated wastes shall be allowed to accumulate on-site

for more than 90 days. Regulated solid wastes are those listed in the LAC 33:VII. The plan shall include Safety Data Sheets (SDS), if applicable, for all wastes expected to be generated. The plan shall include, but not be limited to the following:

- (a) Hazardous waste shall be placed in closed containers and shall be shielded adequately to prevent dispersion of the waste by wind or water. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.
- (b) Nonhazardous waste shall be stored in containers separate from hazardous waste storage areas.
- (c) All hazardous waste shall be transported by a licensed transporter in accordance with LAC 33:V and 49 CFR 171, Subchapter C.
- (d) All nonhazardous waste shall be transported in accordance with local regulations regarding waste transportation.
- (e) In addition to the number of manifest copies required by LAC 33:V, one copy of each manifest will be supplied to the Authority Representative prior to transportation.
- (f) The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste.

### 3.6.1 Hazardous Wastes

For the handling, removal, transportation and disposal of any generated hazardous wastes, the plan shall conform to the requirements of 40 CFR 260, 49 CFR 171 - 178 as well as other applicable Federal, State and Local regulations. All employees of the Contractor of his/her Subcontractors that will be directly involved in the handling and/or removal of hazardous wastes shall be trained in accordance with 29 CFR 1910.120. In addition, the employees shall have undergone a medical evaluation in accordance with 29 CFR 1910.120. The Contractor shall include copies of employees' certifications and medical examinations as part of the plan specified herein. The plan shall also address the proper Personnel Protective Equipment (PPE) that the employees will be required to wear during the handling and removal of hazardous wastes. The Contractor shall obtain an EPA ID# and Hazardous Waste Disposal Manifests and shall sign the manifests as the generator. Wastes shall be transported via state and Federal approved hazardous waste transporter and treated, stored or disposed of at a RCRA permitted treatment, storage and disposal (TSD) facility. Copies of licenses and certifications of the transporter and TSD shall be included in the plan. The plan shall list the name and address of each transporter and TSD to be utilized. The Contractor shall be responsible for any sampling and analysis required by the TSD for characterization purposes. The Contractor shall submit to the Authority Representative completed copies of all Hazardous Waste Disposal Manifests within five (5) days after ultimate disposal at the TSD. Other regulations applicable to the handling, removal, transportation and disposal of hazardous wastes are: 40 CFR 261; 40 CFR 262; 40 CFR 268; and LAC 33:V.

### 3.6.2 Regulated Solid Wastes

For the handling, removal, transportation and disposal of any generated regulated solid wastes, the plan shall conform to the requirements of LAC 33:VII. Solid wastes shall be transported to a Federal and state approved TSD, oil recycling program or Industrial Type I Landfill. The Contractor shall identify in the plan how he/she intends to dispose of each solid waste. The plan shall include the name, address, licenses and certifications of each disposal facility that will be used. If disposal manifests are required, the Contractor shall sign them as the generator. The Contractor shall be responsible for any sampling and analyses that may be required by the disposal facility(ies) for characterization purposes. Licenses and certifications of the transporter and disposal facilities shall be included in the plan. The Contractor shall submit to the Authority Representative a completed copy of any waste disposal manifests within five (5) days after ultimate disposal.

### 3.6.3 Laboratory Accreditation

All laboratory testing for waste determinations shall be performed by a laboratory which has Accreditation-Applied status with the Louisiana Department of Environmental Quality (LDEQ) laboratory certification program. The name and address of the laboratory shall be included in the "Environmental Protection Plan".

## 3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this contract the Contractor shall maintain all facilities constructed for pollution control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. Early in the construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.

## 3.8 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this contract, the Contractor is required to contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

## SECTION 01100

### CONSTRUCTION LAYOUT

#### PART 1 GENERAL

##### 1.1 SCOPE

The work provided for herein consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for construction layout as specified herein and as indicated on the contract drawings.

##### 1.2 MEASUREMENT AND PAYMENT

No measurement will be made for work covered under this section. Payment will be made at the contract lump sum price for "Construction Layout". Price and payment shall constitute full compensation for providing all Contractor's plant, equipment, personnel, and those of his Subcontractors and other such costs as may be denoted in the Contract Documents for the project area.

#### PART 3 EXECUTION

##### 3.1 GENERAL REQUIREMENTS

The Contractor shall establish all lines and grades and stake out all work on this project, including sufficient vertical and horizontal points for utility relocations for use by the Department and others.

1. The project survey control and horizontal alignment are based on the Louisiana State Plane Coordinate System (NAD-83--92), as determined by GPS observation. The construction plans and/or right-of-way map depicts the coordinates of sufficient survey control points to establish or re-establish horizontal control throughout the length of the project. The Contractor shall employ such methods as approved by the project engineer for the location of the project alignment and other necessary survey control points in accordance with currently acceptable surveying standards and practices. When required, the Authority will also provide one bench mark on or near the project for vertical control. The Contractor shall verify the values of any intermediate bench marks shown on the plans, by checking against the bench mark established by the Department for vertical control.
2. The Contractor shall employ qualified engineering and surveying personnel experienced in layout and construction to correctly establish and keep complete and comprehensive notebook records (field books) of all lines and grades necessary from initial layout to final acceptance.
3. The Contractor shall be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at no additional pay, rebuild, repair or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance. The Contractor shall notify the engineer

immediately of any apparent errors in the plans. The Contractor shall compute and provide template grades to the engineer.

-- End of Section --

## SECTION 02220

### EXCAVATION

#### PART 1 GENERAL

##### 1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for stockpiling materials and for removal of material from embankment foundations, and all other excavation incidental to the construction of embankments as specified herein or as shown on the drawings.

##### 1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### ASTM INTERNATIONAL (ASTM)

ASTM D 698	(2007e1) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))
ASTM D 1140	(2000; R 2006) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D 2216	(2005) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D 2487	(2006e1) Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2974	(2007a) Moisture, Ash, and Organic Matter of Peat and Other Organic Soils
ASTM D 4318	(2005) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 4643	(2008) Determination of Water (Moisture) Content of Soil by the Microwave Oven Method

ASTM E 1527

Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process

ASTM E 2247

(2005) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process for Forestland or Rural Property

### 1.3 MEASUREMENT

#### 1.3.1 Excavation

No separate measurement will be made for excavation required by this section.

#### 1.3.2 Waste Materials

Materials ordered wasted by the Authority Representative will not be measured for payment.

#### 1.3.3 Not used.

### 1.4 PAYMENT

#### 1.4.1 Payment for Waste Materials and Excavated Material will be made under Clearing Grubbing and Excavation.

Payment for materials ordered wasted will not be made.

#### 1.4.2 Not used.

### 1.5 QUALITY CONTROL

The Contractor shall establish and maintain quality control for excavation operations to assure compliance with contract requirements, and maintain records of its quality control for all construction operations including but not limited to the following:

(1) Borrow Areas. Location, station limits, actual and allowable depths, drainage, and substitute borrow areas. Before and after excavation, the Contractor shall perform, plot and submit compliance cross sections to the Authority Representative at a maximum of 300 feet intervals within the borrow areas with the theoretical sections superimposed thereon.

(2) Disposition of Materials. Testing Program, Location of tested materials (station and lift), and Applicable Compaction Curves.

(3) Ditches.

Locations grade and cross-section.



- (4) Traverses. Locations and dimensions.
- (5) Retaining Dikes. Check elevations and wastewater.
- (6) Quantity Surveys. Accuracy and timeliness.
- (7) Salinity Testing to include location of tested materials and salinity results.

The original and two (2) copies of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Authority Representative daily.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.1 EXCAVATION IN BORROW AREAS

#### 3.1.1 General

The Contractor shall submit a written statement to the Authority not later than 10 days after receipt of Notice to Proceed of its intention to use the specified Contractor-furnished borrow area.

### 3.2 DISPOSITION OF MATERIALS

#### 3.2.1 Material Used for Embankment or Fill

Excavated materials for embankment fill shall be placed in accordance with Section 02350 EMBANKMENT. Excavated materials for granular surfacing shall be placed in accordance with Section 02383 SURFACING.

#### 3.2.2 (Not Used)

#### 3.2.3 Borrow Areas with High Salinity Content Soils

For borrow areas having a portion of the material classified as being high in salinity content, greater than 1,500 ppm, the Contractor shall use the high salinity content soil as core material which shall be encapsulated with a minimum of 12 inches (loose measure) of suitable material with total salts content less than 1500 ppm reserved from the borrow area prior to compaction and fertilizing, seeding and mulching. For borrow areas which contain all high salinity content soils, the Contractor shall obtain the encapsulating material from another Contractor-furnished borrow source with acceptable salinity levels. Blending, washing or leaching material in order to reduce salinity will not be permitted within the levee R/W. Any embankment material for the levee cap (top 12

inches) exceeding a salinity of 1,500 ppm will be removed at the Contractor's expense. All salinity testing will be in accordance with the test method entitled USACE MVN Soil Electronic Conductivity (EC) and Total Soluble Salt Analysis.

### **USACE MVN Soil Electronic Conductivity (EC) and Total Soluble Salt Analysis**

The following test method shall be used for determining the Total Soluble Salt (Total Salinity) of Embankment soils. This method shall be followed when testing embankment soil salinity levels.

- A. Sampling: Sampling shall consist of one 12,500 gram composite sample per 1,000 linear feet per lift. A Composite soil sample is defined as 5 separate representative 2,500 gram samples taken randomly at relatively evenly spaced intervals within the 1,000 linear foot. A lift on any one side of the levee will be considered one lift. The locations of the samples shall be as directed by the Authority. When a composite soil sample is collected, it should be handled in accordance with ASTM D 4220, Group B Standard Practices for Preserving and Transporting Soil Samples.

As directed by the Authority, when samples are to be split for replicate testing, the entire composite sample shall be processed over a No. 4 (4.75mm) sieve. The material passing the No. 4 sieve shall be thoroughly mixed and separated in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.

- B. Sample Preparation: Composite soil samples are to be air dried at a temperature not to exceed 140 degrees F for a minimum of 24 hours. After the sample is air dried, process the entire sample over a No. 4 sieve. Material retained on the No. 4 sieve will be discarded. The remaining sample shall be thoroughly mixed and reduced for testing in accordance with ASTM C 702 Standard Practice for Reducing Samples of Aggregate to Testing Size.
- C. Procedure: To determine soil EC, obtain a representative portion from the reduced sample sufficient to provide 150 to 200 g of material passing the No. 10 (2 mm) sieve. Collect a representative 20 gram sample from the sieved air-dried material and mix with 40mL deionized water in a 125mL Erlenmeyer flask. The container is sealed and the mixture is agitated for 1 hour in a mechanical shaker. The mixture is filtered through a Whatman 42 filter paper. EC (dS/m) of the filtrate is determined immediately using a standard conductivity meter. Follow manufacture's direction for standard conductivity meter operations and temperature corrections.
- D. Reporting: When this test method is followed the directly-measured EC is converted to saturated extract-equivalent EC by multiplying by 2. Total soluble salts (TSS) concentration in mg/L is calculated by multiplying EC (dS/m) by 640 for EC readings <5.0 dS/m or by 800 for EC readings >5.0 dS/m. (Rhoades, 1996)

The report shall include a minimum:

1. All sample identifications documented during sampling that at a minimum include, sample date, received date, test/sample number, location of composite sample (GPS, station, lift, elevation, offset)
2. USCS visual description
3. Make/Model and Serial # of conductivity meter.
4. Any deviations from this test method.
5. The Soil Electronic Conductivity (EC) shall be reported in decisiemens per metre (dS/m)
6. Total Soluble Salt shall be reported as Total Salinity in parts per million (ppm)

### 3.3 EXCAVATION IN OTHER AREAS

#### 3.3.1 General

Excavation from other areas shall consist of removal of material in preparing the embankment and berm foundations to the lines and grades shown on the drawings, removal of existing levee embankment material required in the benching operation as described in Section 02350 EMBANKMENT, paragraph Compacted Fill and channels to allow for drainage and placement of the geotextile. Care shall be exercised by the Contractor in excavating to the lines and grades shown and in removing waste materials so as not to excavate below the grades specified or depth indicated. Excavation below the lines and grades specified or the depth indicated shall be backfilled by the Contractor at its expense. Such backfill shall be brought to grade with material with each layer placed and compacted as specified in Section 02350 EMBANKMENT, paragraph Compacted Fill. Excavated materials shall be disposed of as specified in paragraph "DISPOSITION OF MATERIALS". In no case shall the existing levee be excavated or degraded below the existing grade for access.

3.4 (Not Used)

3.5 (Not Used)

### 3.6 CONTRACTOR-FURNISHED BORROW AREAS

#### 3.6.1 General

The Contractor shall submit a written statement to the Authority within fifteen (15) days after contract award on their intention to utilize a borrow source from the "Clay Source List" attached at the end of this section. The statement shall include the proposed site name, a description of the location, and a vicinity map. The Contractor shall ensure that any borrow area submitted has all applicable environmental documentation acquired, current, and up-to-date, as described in paragraph "Submittal Package Requirements in Detail". The Contractor must utilize a borrow source that is included on the "Clay Source List".

#### 3.6.2 Time Extensions

No time extension to the contract completion date will be granted to the Contractor for delays incurred in obtaining Contractor-furnished borrow areas. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of borrow areas other than those furnished by the Government on the "Clay Source List" attached to the end of this section.

### 3.6.3 Approval

Approval of the location and dimensions of the Contractor-furnished borrow area shall neither relieve the Contractor from its obligation to furnish satisfactory material to the project nor commit the Authority to the acceptance of the responsibility for the character, quantity, or availability of material in Contractor-furnished borrow areas.

### 3.6.4 Submittal Package Requirements

The Contractor in a single, complete package shall submit the following information for its proposed Contractor-furnished borrow area. All documentation presented for the proposed borrow source shall be current and up-to-date. The submittal of incomplete, out of date, or insufficient documentation may result in the Contractor being denied the use of the proposed borrow source. The Contractor shall allow a minimum of ten (10) days, after the receipt of the package, for the Authority's review, processing, and approval. The Contractor must utilize a clay source listed on the "Clay Source List" for their Contractor-furnished borrow material.

- (1) Agreement to Excavate Borrow Material.
- (2) Maps as follows:
  - a) Location and Direction map.
  - b) Topographic map(s) with scale of 1:24,000.
  - c) Layout map with dimensions and property boundary defined by latitude and longitude.
  - d) Soil boring location map.
- (3) Jurisdictional Wetlands Determination from the USACE.
- (4) Coastal Zone Management (CZM) Coastal Use Permit (CUP).
- (5) Threatened & Endangered Species (T&E) concurrence from the U.S. Fish and Wildlife Service.
- (6) Phase I Cultural Resources Survey

- (7) Phase I Environmental Site Assessment.
- (8) Geotechnical report.
- (9) Borrow Area Agronomy Report.
- (10) Borrow Area Management Plan
- (11) Mitigation **Protection** Plan
- (12) Zoning classification
- (13) Environmental Protection Plan
- (14) Louisiana Department of Transportation and Development (LADOTD) permits or approvals

### 3.6.5 Submittal Package Requirements in Detail

#### 3.6.5.1 Agreement to Excavate Borrow Material

An Agreement to Excavate Borrow Material signed by the owner(s) of the borrow material that covers the contract duration shall be included in the package. If the proposed clay source Point-of-Contact (POC) is not the owner, then the Contractor furnished package should include a document signed by the owner(s) stating that the POC is acting as an agent of the owner(s) and has the right to represent the owner(s) in all Contractor-furnished efforts. In the event the POC is unable to obtain the signature of each owner, then the POC must submit a letter stating the name, address, and phone number of each owner and that the POC has the authority of the owner(s) to represent the owner(s) in all Contractor-furnished efforts.

#### 3.6.5.2 Maps

The following maps shall be provided:

- (1) A map of the general area giving detailed instructions on how to get to the Contractor-furnished borrow area from the nearest major highway.
- (2) A topographic map(s) (quadrangle) with a scale of 1:24,000 with the location of the borrow area superimposed. The map should be zoomed out enough to show the nearest city or town.
- (3) A layout map of the borrow area showing the dimensions of the proposed excavation, locations of soil borings, and latitude/longitude points to reference property boundaries. The map shall show the location and dimensions of any haul road that exists or is to be constructed to help the Contractor in its hauling operation. The map shall also show the location and dimensions of any protection dikes which will help the Contractor drain and keep the borrow area dry.

#### 3.6.5.3 Wetlands Determination

Package must include U.S. Army Corps of Engineers (USACE) Jurisdictional Wetland Determination (JD) letter and map. The Contractor shall avoid jurisdictional wetlands, with an adequate buffer. The Corps is currently avoiding impacts to jurisdictional wetlands, as such Contractors are advised that sites with jurisdictional wetlands present that would be impacted by the Contractors borrow actions are to be avoided. If the Contractors plan includes impacts to jurisdictional wetlands due to an unrelated construction activity, a USACE Section 404 permit and/or Section 10 permit will be required. A Section 10/404 Permit does not constitute full environmental compliance for potential use as an Hurricane & Storm Damage Risk Reduction System (HSDRRS) borrow area. The landowner must still submit all other required environmental documentation, as detailed in paragraph "Submittal Package Requirements in Detail", to be considered for approval for any HSDRRS borrow related activities including, but not limited to, excavation, transportation, staging, stockpiling and processing. A JD is valid, and considered current for five (5) years from the date of issuance.

#### 3.6.5.4 Coastal Zone Management (CZM)

Package must include a Coastal Use Permit (CUP) Application, and a Letter of No Objection (LNO) or CUP from the Louisiana Department of Natural Resources for borrow areas in Louisiana, or the respective state agency for other states. A CUP Application, and CUP or LNO from the local agency must be provided when the state decides that it is a matter of Local Concern. A CUP is valid, and is considered current usually for two (2) years from the date of issuance.

#### 3.6.5.5 Threatened & Endangered Species (T&E)

Package must include a consultant's report and a concurrence letter of "No Effect on T&E Species" from the U.S. Fish & Wildlife Service. The consultant's report must include a map of the studied area with the study area boundary defined by x-y coordinate system. T&E concurrence is valid, and considered current for one (1) year from the date of issuance.

#### 3.6.5.6 Cultural Resource Report

Package must include seven (7) bound copies of a Phase I Cultural Resource Survey prepared by a professional cultural resource management (CRM) company that has staff who meet the Secretary of the Interior's Professional Qualifications Standards ([http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)). The report must include a map of the studied area with the study area boundary defined by x-y coordinate system.

#### 3.6.5.7 Environmental Site Assessment

Package must include an Environmental Site Assessment (ESA) that shows a low risk of encountering Recognized Environmental Conditions (REC). The ESA must conform to

ASTM E 1527 or ASTM E 2247 (if applicable) standards. The ESA must include a map of the studied area with the study area boundary defined by x-y coordinate system. An ESA is valid, and considered current for six (6) months from the date of the report.

#### 3.6.5.8 Soil Boring Analysis

Package must include a Geotechnical Report stamped and signed by a licensed civil engineer with a specialization in geotechnical engineering certifying that the proposed source contains suitable material meeting the specifications outlined below.

(1) The Geotechnical Report must consist of a summary and conclusion section in the main body of the report with any supporting data attached separately. The licensed engineer shall determine the sub-surface investigations required. These investigations should include but are not limited to continuous soil borings and test pits. Cone Penetrometer tests may also be included to supplement the physical samples and lab testing provided.

(2) Investigations shall be spaced according to the geotechnical engineer's sub-surface evaluation and be representative of the entire proposed source. The licensed engineer's test plan must provide a comprehensive sampling to at least five (5) feet below the bottom of the proposed excavation.

(3) All soil samples must be classified in accordance with the Unified Soil Classification system. See below for required soil testing. The supporting data attached to the geotechnical report shall be comprehensive and include as a minimum all field logs, soil sampling and testing results, and a detailed investigation location map with the location of the potential borrow source and all investigation locations superimposed. The soil investigation locations must include latitudes and longitudes for plotting purposes.

#### 3.6.5.9 Laboratory Tests

The following laboratory tests must be performed:

(1) Soil classification shall be performed in accordance with the Unified Soil Classification System and ASTM D 2487.

(2) Atterberg Limits Test shall be performed in accordance with ASTM D 4318.

(3) Determination of moisture content shall be performed in accordance with ASTM D 2216 or ASTM D 4643.

(4) Determination of organic content shall be performed in accordance with ASTM D 2974, Method C.

(5) Control compaction curves shall be established in accordance with ASTM D 698 (Standard Proctor Compaction Tests). A control compaction curve is required for each soil type from each source. Where material is blended and stockpiled, a

control compaction curves will be required for each resulting blend of material and will be utilized in lieu of those required for the "unblended materials".

(6) Sand Content shall be determined by- 200 wash in accordance with ASTM D 1140.

#### 3.6.5.10 Test Procedures for Borings

The testing procedure for borings shall be as follows:

- (1) A moisture content determination shall be made and recorded on all samples classified as (CH), (CL), and (ML) at no less than 2 foot intervals.
- (2) For (CH), (CL), and (ML) soils, Atterberg Limits and Organic Content Testing (ASTM D 2974, Method C), is required every 5 feet (minimum).
- (3) Samples with moisture contents at 70% or higher or having a Liquid Limit of 70 or higher must be tested for organic content for that sample as well as for a sample 2 feet above and 2 feet below that sample.
- (4) Sand content tests will be required for samples that classify as CL (with a PI greater than 10) and for all clay samples (CH and CL) with greater than 10% coarse grain materials estimated by visual classification for 2 or more consecutive feet.
- (5) Sand content tests shall be limited to one test every 5 feet of sampling and shall conform to ASTM D 1140 (#200 sieve required).
- (6) Sand content tests will be required for samples that classify as a ML, but limited to one test every 5 feet of sampling.

If a borrow site is within 1,500 feet of the Mississippi River Levee (MRL) or within 300 feet of a Hurricane Protection Levee (HPL), a permit from the local sponsor MUST be included.

#### 3.6.5.11 Borrow Area Agronomy Report

The Contractor-furnished borrow area material shall be tested for levels of salinity content which could impede the satisfactory establishment of grass. The salinity of the soil shall be less than 1500ppm in order to be acceptable. Blending or washing embankment material at the levee to meet salinity requirements is not permitted. For each soil boring drilled for geotechnical analysis, a representative soil sample, taken at each 2.5 feet of depth of the boring or change in strata shall be tested for salinity content. Two standardized tests shall be performed by a soil testing lab including a pH test and a Storm (or Flood) Test which includes, at a minimum: Calcium, Magnesium, Sodium, Sulfur, Chlorides, Conductivity, Total Soluble Salts, and Sodium Absorption Ratio. All costs associated with the testing at a Contractor furnished borrow area shall be borne by the Contractor.

#### 3.6.5.12 Borrow Area Management Plan

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The Contractor shall provide the Authority a plan for clearing, stripping, and excavating materials from the proposed Contractor- furnished borrow area. In its plan, the Contractor shall show work areas, stockpile areas, etc, all within its leased or owned property boundaries. The Contractor shall not work or move material outside the boundaries of the approved limits of its borrow area. The Contractor shall indicate in writing and show on its layout plans details of the following:

- (1) A stockpile plan for cleared and stripped material and debris to include disposal areas.
- (2) The locations for disposal of wasted material discovered in the borrow area. Location of any haul roads constructed to help the Contractor in its hauling operations.
- (3) A plan for stockpiling embankment material before it is transported to the project site to include locations, stockpile heights, slopes, and limits.
- (4) The method and route for transporting the excavated material from the Contractor-furnished borrow area to the project site.
- (5) The proposed methods for draining and keeping dry during excavation the borrow area excavated under this contract, including any protection dikes constructed to alleviate drainage problems.
- (6) A complete list of excavation and transportation equipment planned for use in its operations.
- (7) The Contractor's proposed sequence of excavating the borrow area showing starting and ending work locations.
- (8) A list of permits required and the issuing office.

#### 3.6.5.13 Mitigation Requirements

The package must include a written plan and map that describes and shows any areas subject to laws or regulations (Clean Water Act Section 404, Rivers and Harbors Act Section 10, National Historical Preservation Act, Section 906 of WRDA 1986, HTRW, etc.) that hold jurisdiction within the proposed borrow area. Borrow area is defined to include access routes, loading and unloading facilities, staging areas, etc. Plan and maps must clearly show areas/resources being avoided, areas where any impacts were minimized, and areas where it has been determined that impacts are unavoidable. Resources include but are not limited to areas of cultural interest, bottomland hardwood forest, wetlands subject Section 404 of the Clean Water Act, Threatened and Endangered species including any habitat deemed critical by the U.S. Fish and Wildlife Service, and areas found to be hazardous, toxic, or to contain radioactive waste. The U.S. Army Corps of Engineers New Orleans District (CEMVN) Environmental Team Coordinator will determine the consequences of a proposed action on any resources identified on the

property in question. For mitigation related to unavoidable impacts to wetlands or forested area as written proof shall constitute a letter from a mitigation bank showing compensatory mitigation has been completed as "in-kind" in the hydraulic basin. Contractor- furnished borrow shall provide written proof of the required mitigation necessary has been accomplished. Notice to Proceed will not be granted until this proof is provided to the Authority. Written proof shall constitute a letter from a mitigation bank showing compensatory mitigation has been completed as "in-kind" in the hydraulic basin.

#### 3.6.5.14 Zoning Classification

Written evidence that the property intended for use as a Contractor-furnished borrow area contains the proper zoning classification that will allow the Contractor to excavate the property and use it as a borrow area. This evidence shall consist of a letter from the local land zoning office stating the zoning classification of the proposed Contractor-furnished borrow area.

#### 3.6.5.15 Environmental Protection Plan

Environmental Protection provisions exclusive to the borrow area are discussed in paragraph "Submittal Package Requirements in Detail", and shall be adhered to by the Contractor.

#### 3.6.6 Clay Sources

On the basis of information and data available to the Authority, the lands containing the clay sources from the sites designated below have been approved for all environmental concerns. The borrow materials from the listed sites shall be mined. The designated sites, below, may be capable of producing the quality of clay material meeting the requirements set forth in SECTION 31 24 00.00 12, paragraph entitled Materials. Borrow materials from lands other than from the designated sites have not been cleared and the material quality not validated. In all cases, the Contractor remains responsible for obtaining all local and state permits.

Site Name	Point of Contact	Contact Information	Location
River Birch, Phase 1	Vic Culpepper	Office: 504-436-1288 Cell: 504-915-6006	Avondale, LA
River Birch, Phase 2	Vic Culpepper	Office: 504-436-1288 Cell: 504-915-6006	Avondale, LA
3C Riverside Properties, Phases 1 & 2	H. Ray Coleman	Office: 901-309-5844 raycoleman@earthlink.net	St. Charles Parish, LA
River Birch- Willswood	Vic Culpepper	Office: 504-436-1288 Cell: 504-915-6006 vculpepper@riverbirchlandfill.com	Avondale, LA
Willow Bend, Phase 1	Hensley Lee	Office: 601-799-1335 Cell: 601-273-0404 hrlee81@hotmail.com	St. John the Baptist Parish, I.A
River Birch - South Kenner Rd.	Vic Culpepper	Office: 504-436-1288 Cell: 504-915-6006 vculpepper@riverbirchlandfill.com	Avondale, LA
Willow Bend, Phase 2	Hensley Lee	Office: 601-799-1335 Cell: 601-273-0404 hrlee81@hotmail.com	St. John the Baptist Parish, LA
3C Riverside Properties, Phase 3	H. Ray Coleman	Office: 901-309-5844 raycoleman@earthlink.net	St. Charles Parish, LA
River Birch - Landfill Expansion	Vic Culpepper	Office: 504-436-1288 Cell: 504-915-6006 vculpepper@riverbirchlandfill.com	Avondale, LA
Woodland South	N/A	N/A	Plaquemines Parish, LA
Idlewild - Stages 1&2	Robert Najor	Office: 866-998-6400 Cell: 805-393-9994 <u>bnajor@fortressgroupusa.com</u>	Plaquemines Parish, I.A

Meyer	Robert Najor	Office: 866-998-6400 Cell: 805-393-9994 <a href="mailto:bnajor@fortressgroupusa.com">bnajor@fortressgroupusa.com</a>	Plaquemines Parish, LA
Myrtle Grove	Kai Nguyen	Cell: 504-615-1077 <a href="mailto:khaiqn1961@gmail.com">khaiqn1961@gmail.com</a>	Plaquemines Parish, LA
Plaquemines Dirt & Clay	Karen Boudrie	Office: 504-912-5696 <a href="mailto:boudriekaren@yahoo.com">boudriekaren@yahoo.com</a>	Plaquemines Parish, LA
Scarsdale	Michael Pugh	Office: 504-309-4129 Cell: 504-905-6387 <a href="mailto:mpugh@royalengineering.net">mpugh@royalengineering.net</a>	Plaquemines Parish, LA

### 3.7 HAULING

All excavated material to be hauled to the site from the borrow source, or to be removed from the site, including debris, shall be hauled in watertight trucks with secured binders on tailgates to the place of destination. The route for trucks carrying material to and from the job site, and to and from the borrow area shall avoid residential streets, and shall be approved by the Authority. If the Contractor decides to modify or construct any new roads, they must be submitted to the Authority for approval. Trucks shall not spill or track mud on public roads. The Contractor shall take immediate action to clean up any material spilled on the roads without notification from the Authority Representative. Failure by the Contractor to satisfactorily clean public roads used for the hauling operation shall result in the suspension of hauling operations until such roads are cleaned to the satisfaction of the Authority Representative.

### 3.8 GRADE TOLERANCES

#### 3.8.1 Drainage of Geotextile Excavation

The excavated area where geotextile is to be placed will be sloped to allow for proper drainage as shown on the drawings. This slope will remain within the allowable tolerance as prescribed in paragraph "Excavation," above. A shallow sloped ditch may be excavated along the flood side toe of this area to a maximum of 6 inches in depth and sloped across a 12-foot width to provide a drainage path for rainfall.

-- End of Section --

## **SECTION 02231**

### **CLEARING**

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for the clearing of the areas specified herein or indicated on the drawings, for the removal and disposal of all cleared materials, and for the filling of all holes caused by clearing operations, as specified herein.

##### **1.2 MEASUREMENT AND PAYMENT**

No measurement will be made for clearing and vegetation removal. Payment for clearing and vegetation removal will be made at the contract unit price per lump sum for "Clearing, Grubbing, and Excavation".

##### **1.3 QUALITY CONTROL**

The Contractor shall establish and maintain quality control for clearing operations to assure compliance with contract requirements, and maintain records of his/her quality control for all construction operations including but not limited to the following:

- (1) Clearing. Station to station limits transverse clearing limits from applicable centerline; percentages of area complete; type of material.
- (2) Disposition of Cleared Materials. Method and location of disposition; damage to timber or improvements which are not to be cleared.

The original and two copies of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Authority Representative daily.

#### 1.4 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION  
(NARA)

40 CFR 76

Acid Rain Nitrogen Oxides Emission  
Reduction Program

STATE OF LOUISIANA, AIR CONTROL COMMISSION (LACC)

Act 1964, No. 259

(Title 40, Section 2201) Acid Rain Nitrogen  
Oxides Emission Reduction Program

#### PART 2 PRODUCTS

Not used.

#### PART 3 EXECUTION

##### 3.1 GENERAL REQUIREMENTS

Perform clearing and grubbing as necessary to remove vegetation and objectionable material from the site. Clear the site within the limits indicated, and remove cleared materials and debris from the site.

##### 3.2 CLEARING

###### 3.2.1 General

Clearing, unless otherwise specified, shall consist of the complete removal above the ground surface of all down timber snags, brush, vegetation, loose stone, abandoned structures, fencing, and similar debris. Growth standing in water in areas that are not drained in accordance with Section 02350 EMBANKMENT, paragraph Drainage may be cut off so as not to protrude more than 12 inches above the existing water surfaces.

###### 3.2.2 Vegetation

Vegetation to be removed shall consist of crops, grass, bushes, and weeds. Close-growing grass and other vegetation shall be removed from areas to receive embankment or road fill to provide a complete bare earth surface immediately prior to foundation preparation. Acceptance of the vegetation removal operation shall precede the initiation of foundation preparation in the area from which vegetation has been removed.

###### 3.2.3 Miscellaneous Structure Foundations and Debris

The Contractor shall also remove all abandoned foundations, debris, and other materials which remain after buildings or other structures have been removed by others.

#### 3.2.4 Areas to be Cleared

##### 3.2.4.1 General

The entire area to be occupied by the embankment, and berm together with strips 5-feet wide contiguous thereto, road ramps, above ground structures, riprap, traverses, ditches, channels, or depressions outside the limits of the embankment or berm but within the right-of-way shall be cleared.

#### 3.3 DISPOSAL OF DEBRIS

##### 3.3.1 General

Disposal of removed materials, waste, trash, and debris shall be in accordance with all applicable Federal, State and local laws and ordinances and shall be conducted in a safe, acceptable manner.

##### 3.3.2 Burning

Burning of trash and debris at the site will not be permitted.

##### 3.3.3 Burying

Burying of trash and debris on the site will not be permitted.

##### 3.3.4 Removal From Site of Work

The Contractor shall remove all of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State, and Local laws. The Contractor shall, at his/her option, either retain for his/her own use or dispose of by sale or otherwise, such materials of value. Such materials shall be removed from the site of the work before the date of completion of the work.

-- End of Section --

## SECTION 02273

### RIPRAP

#### **PART 1 GENERAL**

##### **1.1 SCOPE.**

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations in connection with the preparation and construction of riprap for scour protection, as shown on the drawings, and as hereinafter specified.

##### **1.2 REFERENCES.**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### ASTM INTERNATIONAL (ASTM)

ASTM C 33 (2003)	Standard Specification for Concrete Aggregates
ASTM C 127 (2004)	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C 128 (2004a)	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate
ASTM C 150 (2005)	Standard Specification for Portland Cement
ASTM C 172 (2004)	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C 231 (2004)	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260 (2006)	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C 494 (2005a)	Standard Specification for Chemical Admixtures for Concrete
ASTM C 937 (2002)	Grout Fluidifier for Preplaced-Aggregate Concrete
ASTM C 939 (2002)	Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method)
ASTM C 942 (1999; R 2004)	Compressive Strength of Grouts for Preplaced-Aggregate Concrete in the Laboratory
ASTM C 1077 (2006)	Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation

#### U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 400(1963)	Requirements for Water for Use in Mixing or Curing Concrete
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LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2006 Edition),  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (LADOTD)



**1.3 MEASUREMENT AND PAYMENT.**

Measurement of riprap will be by the cubic yard satisfactorily placed. Payment for installation of riprap and other incidental work will be made at the contract unit price per cubic yard for "Concrete Stone Rip Rap." Prices and payment shall constitute full compensation for furnishing all plant, labor, materials and equipment and performing the work, including any necessary repairs, in accordance with these specifications.

**1.4 SUBMITTALS.****1.4.1 Aggregate**

Information identifying the aggregate source to be used along with gradation tests for fine aggregates shall be submitted for approval. Specific gravity and absorption of fine aggregates as determined by ASTM C 128 shall also be submitted.

**1.5 QUALITY CONTROL.****1.5.1 General**

The Contractor shall inspect all materials before they are incorporated into the work for compliance with contract requirements and any material found to be defective will be rejected. All information pertaining to the inspection shall be recorded and included in quality control reports furnished to the Authority Representative. The Contractor shall establish and maintain quality control for construction operations to assure compliance with contract requirements, and maintain records of his quality control for all construction operations. The quality control reports shall include, but not be limited to, the following:

1. Equipment - Type, size, and suitability for construction of the prescribed work.
2. Quality of riprap meets the requirements specified.
3. Quantity of riprap delivered and placed each day.
4. Gradation of Riprap - Gradation tests of riprap shall be accomplished at the quarry. The Contractor shall perform the tests and certify to the Authority that the riprap shipped complies with the specifications. Each test sample shall not be less than 15 tons and shall be representative of the riprap being shipped. Failure of the test on the initial sample and on an additional sample will be considered cause for rejection of the quarry and/or quarry process, and all riprap represented by the failed tests shall be set aside and not incorporated into the work. Any additional tests required because of the failure of an initial test sample will not be considered as one of the other required tests. Certification and test results shall represent riprap shipped from the quarry and must be received by the Authority Representative before the riprap is used in the work.

**1.5.2 Reporting**

The original and two copies of these records, as well as the records of corrective action taken, shall be furnished the Authority Representative.

## 1.6 MVN STANDARD TEST METHOD FOR GRADATION OF STONE.

### 1.6.1 General

#### 1.6.1.1 Sample Selection

The most important part of the test and the least precise is the selection of a representative sample. No "standard" can be devised; larger quarry run stone is best sampled at the shot or muck pile by given direction to the loader; small graded stone is best sampled by random selection from the transporting vehicles. If possible, all parties should take part in the sample selection, and agree before the sample is run, that the sample is representative.

#### 1.6.1.2 Selection of Size for Separation

It is quite possible and accurate to run a gradation using any convenient sizes for separation, without reference to specifications. After the test is plotted on a curve, then the gradation limits may be plotted. Overlapping gradations with this method are no problem. It is usually more convenient, however, to select points from the gradation limit, such as the minimum 50 percent size, the minimum 15 percent size, and one or two others, as separate points.

### 1.6.2 Procedure

1. Select a representative sample (See paragraph "Sample Selection"), weigh and dump on hard stand.
2. Select specific sizes (see example) on which to run "individual weight larger than" test. Procedure is similar to the standard aggregate gradation test for "individual weight retained".
3. Determine the largest size stone in the sample. (100 percent size)
4. Separate by "size larger than" the selected weights, starting with the larger sizes. Use reference stones, with identified weights, for visual comparison in separating the obviously "larger than" stones. Stones that appear close to the specific weight must be individually weighed to determine size grouping. Weigh each size group, either individually or cumulatively. Subparagraph (4) will result in "individual weight retained" figures. Calculate individual percent retained. Fill-in and document the test on MVN Form 602-R.

EXAMPLE SPECIFIED GRADATION	
STONE WEIGHT IN LBS	INDIVIDUAL PERCENT RETAINED
75 – 125	0 - 10
25 – 74	40 - 60
6 – 24	20 - 40
0 – 6	0 - 15

EXAMPLE WORKSHEET			
STONE WEIGHT	INDIVIDUAL WEIGHT IN POUNDS	INDIVIDUAL PERCENT RETAINED	SPECIFIED IN LBS. INDIVIDUAL PERCENT RETAINED
Greater than 125	0	0	0
75 – 125	2,600	8	0 - 10
25 – 74	16,200	51	40 - 60
6 – 24	10,000	31	20 - 40
0 - 6	3,200	10	0 - 15
TOTAL: 32,000 lbs.			
NOTE: Largest stone 125 lbs			

## **PART 2 PRODUCTS**

### **2.1 GEOTEXTILE.**

Geotextile Fabric: Geotextile Fabric shall comply with Section 02850.

### **2.2 RIPRAP.**

#### **2.2.1 Description**

This work consists of furnishing and placing stone (riprap). The riprap shall be placed at the locations, thicknesses, and lines and grades shown on the drawings or as directed. Riprap shall be Class 55 lb. as shown in Table 1.

#### **2.2.2 Materials**

Riprap shall be from a source listed in paragraph "STONE SOURCES" of the specifications. All riprap (stone) shall be of a hard, durable quality such as will not disintegrate under the elements or be easily broken in handling. It shall be clean and free from earth, dust, or other refuse. The faces of individual pieces of stone shall be roughly angular, not rounded, in shape. Field stone will not be accepted. Stone shall be obtained in accordance with the General Provision entitled "STONE SOURCES". If the Contractor proposes to furnish stone from a source not listed in "STONE SOURCES", the Authority will make such investigations as necessary to determine whether acceptable stone can be produced from the proposed source. Stone that weighs less than 155 pounds per cubic foot, SSD or has more than 2 percent absorption will not be accepted unless other tests and service records show that the stone is satisfactory. Saturated surface dry (SSD) density and absorption shall be determined in accordance with ASTM C 127.

Riprap: Riprap shall be reasonably well graded and shall comply with Table 1 Recycled Portland cement concrete may not be used in these riprap classes.

Table 1			
Riprap			
Riprap Class*	Stone Size (LB)	Spherical Diameter** (ft)	Percent of Stone Smaller Than
55 LB	275	1.50	100
	110	1.11	42-100
	55	0.88	15-50
	20	0.63	0-15
*The stone size used to define the Riprap Class is the minimum median stone size for the stone class. The minimum thickness of a riprap layer shall be no less than the spherical diameter of the maximum stone size in the Riprap Class.			
**Spherical Diameter based on a solid weight of 155 lb/cu ft			

#### **2.2.2.1 Stone Sources**

1. On the basis of information and data available to the Authority, stone meeting the quality requirements of these specifications has been produced from the sources listed below:

PRODUCER	NEAREST TOWN TO PIT*	TYPE	PIT DESIGNATION
APAC	Bloomsdale, MO	LS	APAC Brickeys Quarry

Applied Environmental Management, Inc.	El Progreso, Cortez, Honduras, Central America	Basalt	Applied Environmental Management Quarry
Arab Stone, Inc.	Zalma, MO	DO/LS	Arab Quarry
Bradley Contracting	Cord, AR	DO	Batesville Quarry
Burfordville Stone LLC	Burfordville, MO	DO	Burfordville Quarry
Bussen Quarries, Inc.	Mehlville, MO	LS	Bussen Quarry
Cahaba Disaster Recovery	Sayre, AL	SS	Fishtrap Mine
Central Stone Co.	Withers	Mill	(Monroe City), MO
Central Stone Co.	Perry, MO	LS	Pit # 9
Cumberland River Resources	Salem, KY	LS	Smith Quarry
Florida Rock Industries	Columbus, GA	GN	Columbus Quarry
Florida Rock Industries	Humm Wye, IL	SS	Golconda Quarry
Florida Rock Industries	Calvert City, KY	LS	Grand Rivers Quarry
Florida Rock Industries	Macon, GA	GN	Macon Quarry
Florida Rock Industries	Tyrone, GA	GR	Tyrone Quarry
Granite Mountain Quarries	Sweet Home, AR	GR	Granite Mountain, Quarry # 1
Granite Mountain Quarries	Sweet Home, AR	GR	Granite Mountain, Quarry # 2
Granite Mountain Quarries	Bryant, AR	GR	Granite Mountain, Quarry # 3
Hoover Incorporated	Allsboro, AL	LS	Allsboro Quarry
Industrial Minerals Products Division/3M	Little Rock, AR	GR	3M Arch Street Quarry
Lafarge of North America	Cave In Rock, IL	LS	Cave-In-Rock Quarry
Martin Marietta Aggregates	Uniontown, MO	LS	Appleton Quarry
Martin Marietta Aggregates	Black Rock, AR	DO	Black
Martin Marietta Aggregates	Fredonia, KY	LS	Fredonia Quarry
Martin Marietta Aggregates	Smithland, KY	LS	Three Rivers Quarry

Pine Bluff Sand & Gravel Co.	Delaware, AR	SS	River Mountain Quarry
Shippers and Sellers LLC	Kellerman, AL	SS	Kellerman Quarry
Simpson	Construction Materials	Fenton, MO	LS
Southern Illinois Stone, Co.	Buncombe, IL	LS	Buncombe Quarry
Southern Illinois Stone, Co.	Cape Girardeau, MO	LS	Formerly Delta Companies, Inc. Quarry
Southern Illinois Stone, Co.	Poplar Bluff, MO	LS	Formerly Williamsville Stone, Co. Quarry
Strack Excavating and Hauling (Strack Stone Co.)	Cape Girardeau, MO	LS	Strack Quarry # 1
Tower Rock Stone Co.	Scott City, MO	LS	Grays Point Quarry
Tower Rock Stone Co.	St. Genevieve, MO	LS	Tower Rock Stone Co.
Vulcan Materials Co.	Black Rock, AR	DO	Black Rock Quarry
Vulcan Materials Co.	Cherokee, AL	LS	Cherokee Quarry
Vulcan Materials Co.	Tuscumbia, AL	LS	Pride Quarry
Vulcan Materials Co.	Lake City, KY	LS	Grand River Quarry
Vulcan Materials Co.	Judsonia, AR	SS	Searcy Quarry
Vulcan Materials Co.	Tuscumbia, AL	LS	Tuscumbia Plant (Quarry #114)
White River Materials, Inc.	Cord, AR	LS	Cord Quarry

\*"Nearest Town to Pit" according to Rand McNally Road Atlas copyrighted 2005.

Type Legend: DO – Dolomite; LS – Limestone; GN – Gneiss; GR – Granite (Granite or Nepheline syenite); SS - Sandstone

2. Stone may be furnished from any of the above listed sources, or at the option of the Contractor may be furnished from any other source designated by the Contractor and accepted by the Authority, subject to the conditions hereinafter stated.
3. It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of supplying the quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work.
4. After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he/she proposes to furnish stone.

If the Contractor proposes to furnish stone from a source not listed above, he/she may designate only a single additional source for stone.

**2.3 NOT USED.**

**2.4 NOT USED.**

**2.5 BEDDING MATERIALS.**

**2.5.1 Description**

If required due to unsuitable materials, this work will provide granular bedding aggregate material under the riprap.

**2.5.2 Materials**

If required due to unsuitable materials, granular bedding aggregate consisting of sand, gravel or crushed stone and follow the gradation according to AASHTO T 27 and Table 2 below.

Granular Bedding Gradation (if required)	
U.S. Standard Sieve Size	Percent by Weight Passing Square Mesh Sieves
1½ - inch	100
¾ - inch	20 - 90
⅜ - inch	- - -
No. 4	0 - 20
No. 100	- - -
No. 200	0 - 3

**PART 3 EXECUTION**

**3.1 CONSTRUCTION REQUIREMENTS FOR RIPRAP AND GEOTEXTILE.**

1. Geotextile Fabric: Geotextile fabric shall be placed on the prepared surface area or slope in accordance with Section 02850 before placement of riprap. Care shall be taken not to damage the geotextile fabric when placing riprap. Placing riprap by rolling riprap down slope, or dropping riprap from extreme heights, or by similar methods likely to damage geotextile fabric, will not be permitted. Damaged geotextile fabric shall be repaired or replaced as directed by the Authority Representative.
2. Riprap: Areas on which riprap is to be placed shall be graded to the required section. Riprap shall be Riprap Class 55 lb. The riprap shall be placed at the locations, thicknesses, and lines and grades shown on the drawings or as directed. It shall be placed on the prepared slope or area in a manner which will produce a reasonably well-graded mass of stone with a minimum practicable percentage of voids. The entire mass of stone shall be placed in one operation to conform to the lines, grades, and thickness to avoid displacing underlying material. Placing of riprap in layers, or dumping into chutes, or by similar methods likely to cause segregation, will not be permitted.

**-- End of Section --**

## **SECTION 02350**

### **EMBANKMENT** **(Compacted Backfill)**

#### **PART 1 – GENERAL**

##### **1.01 SCOPE**

The work covered by this section consists of placing in canal and top bank areas, backfills, and suitable material in conformity with the lines, grades, and cross sections shown on the plans or established by the Engineer. It shall include the preparation of the areas upon which the geotextile, geocell material and geocell infill is to be constructed; the compaction; stability, and maintenance of the subbase; the placing and compacting of approved material where unsuitable material has been removed; and the placing and compaction of subbase materials in holes, pits, and other depressions.

#### **PART 2 – MATERIALS**

- A. Only suitable materials shall be used in the construction of embankment areas and backfills. No frozen material, roots, sod, or other objectionable material shall be incorporated or placed in the embankment areas or backfills.
- B. The top 12 inches of any embankment shall not contain any material larger than will pass a 2 inch sieve except where written permission is granted by the Engineer.

#### **PART 3 – EXECUTION**

##### **3.01 PREPARATION FOR EMBANKMENT**

- A. Before embankment construction is begun, all vegetation and rubbish shall be removed from the area within the limits of the embankment areas. This material shall be disposed of as directed by the Engineer.

##### **3.02 EMBANKMENT FORMATION**

- A. The material shall be deposited and spread in successive, uniform, approximately horizontal layers of not more than 10 inches in depth, loose measurement, for the full width of the proposed cross section shown, and shall be kept to the elevations required by the use of effective spreading equipment. Each layer of the embankment material shall be thoroughly compacted as hereinafter specified. Hauling shall be distributed over the full width of the embankment as required. The embankment shall be shaped and properly drained at all times and in no case will deep ruts be allowed to form during the construction of the embankment. Each layer shall be in a firm and stable condition



without excessive movement or displacement of surface material or the underlying embankment before the next lift is permitted to be placed.

B. N.A.

C. Where embankments are to be constructed across ground which will not support the weight of trucks or other hauling equipment, the first layer of the embankment may be constructed by dumping successive truck or other equipment loads in a uniform distributed layer of a thickness not greater than that necessary to support the trucks or hauling equipment while placing subsequent layers. The remainder of such embankments shall then be constructed in layers as above specified.

D. Where it is necessary to place embankment material in a swamp or in water, unsuitable surge material shall be kept in a fluid state or removed to prevent any of these material from being trapped in or under the embankment.

E. All utility poles or guy wires are to remain in their original location, and where such poles are within the project construction limits, the Contractor shall conduct his earthwork operations in a manner which will not disturb these facilities.

### 3.03 EMBANKMENT COMPACTION

A. All embankment material shall be compacted as specified herein unless otherwise provided in the contract or directed by the Engineer. Compaction equipment used by the Contractor shall be adequate to produce the required compaction and produce a uniformly constructed embankment with all layers uniformly bound to all preceding layers. On embankments constructed principally of soils, slopes flatter than 1½:1 shall be compacted using tracked equipment or other methods approved by the Engineer.

B. The embankment material where tested shall have been compacted to a density equal to at least 95% of that obtained by compacting a sample of the material in accordance with AASHTO T99.

C. Embankment materials shall be compacted at a moisture content satisfactory to the Engineer, which shall be approximately that required to produce the maximum density. The Contractor shall dry or add moisture to the embankment material when required to provide a uniformly compacted and stable environment.

## PART 4 – MEASUREMENT AND PAYMENT

A. Embankment will be measured in place to the nearest cubic yard of protected area as delineated on the drawings. Payment will be made at the applicable contract unit price per Cubic Yard for the following bid items:

1. Embankment

- B. Price and payment shall constitute full compensation for providing all plant, labor, material, and equipment and performing all operations necessary for the complete and satisfactory installation of the embankment material.

**\* \* \* END OF SECTION \* \* \***

## SECTION 02383

### SURFACING (CRUSHED STONE)

#### PART 1- GENERAL

##### 1.01 SCOPE

- A. The work covered by this section consists of furnishing all plant, labor and materials and performing all work necessary to construct and maintain surfacing for the erosion protection as specified herein and indicated on the drawings.

##### 1.02 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO T 180	(2001; R 2004) Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 457-mm (18-in) Drop
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#### ASTM INTERNATIONAL (ASTM)

ASTM C 88	(2005) Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
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ASTM C 117	(2004) Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing
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ASTM C 131	(2006) Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
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ASTM C 136	(2006) Standard Test Method for Sieve Analysis of
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## Fine and Coarse Aggregates

ASTM D 4318	(2005) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 75	(2003) Standard Practice for Sampling Aggregates
ASTM E 329	(2005b) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

### 1.03 QUALITY CONTROL

- A. General: The Contractor shall establish and maintain quality control for surfacing operations to assure compliance with contract specifications and maintain records of his quality control for all construction operations including but not limited to compliance with surfacing standards, gradation, thickness of surfacing prior to compaction, and width and location of the surfacing.
- B. Sampling and Testing: All laboratory facilities, personnel, and equipment used to test soil, concrete, and asphalt shall be part of a validated laboratory that has been inspected or audited by the USACE Materials Testing Center, Vicksburg, MS.
- C. Sampling: Sampling of material shall be performed in conformance with ASTM D 75. Sampling will be observed by the Owner and his Authorized Representative.
- D. Testing: Testing of surfacing materials shall be performed at a minimum frequency of one set of tests per 2500 cubic yards or fraction thereof of surfacing material placed. Testing of surfacing materials shall include gradation and Atterberg limit testing as indicated herein. Test performance shall be pursued in such a manner that the results are obtained in the minimum time frame. All test results shall be furnished to the Owner and his Authorized Representative to confirm materials' compliance with the specifications. Surfacing materials not meeting the specifications shall be removed from the site and replaced with surfacing materials meeting the specifications.
- E. Reporting: The original and two copies of these records, as well as the records of corrective action taken, shall be furnished to the Owner and his Authorized Representative daily.

### 1.04 MEASUREMENT

- A. Surfacing material required for the 6" thick erosion protection shown on the drawings, including their maintenance with the limitations specified herein, shall be measured by the square yard satisfactorily placed.

### 1.05 PAYMENT

- A. Payment for the surfacing material required for the erosion protection shown on the drawings, including their maintenance with the limitations specified herein, will be made at the contract unit price per square yard for “GEOCELL INFILL MATERIAL (CRUSHED STONE)”. Price and payment shall constitute full compensation for subgrade preparation; furnishing all plant, labor, equipment, and materials; placing, spreading, compacting, and maintenance as shown on the drawings and specified herein.

### 1.06 SUBMITTALS

- A. Prior to beginning surfacing, certified LA abrasion, Atterberg limits, soundness and gradation test results of surfacing material shall be submitted to the Owner for approval prior to shipment.

## **PART 2- PRODUCTS**

### 2.01 SURFACING MATERIALS

- A. Crushed Stone shall consist of 100 percent stone and shall be in the 3” to 1” size range, with median stone size 1-1/2” or as otherwise recommended by the Cellular Confinement System manufacturer to meet project-specific requirements.

## **PART 3- EXECUTION**

### 3.01 BASE PREPARATION

- A. Prior to placement of the surfacing as indicated on the drawings, all debris shall be removed from the area to receive the surfacing. Base preparation for the erosion control features shall be completed in advance of placing surfacing.

### 3.02 PLACEMENT AND COMPACTION

- A. The placement of surfacing shall not commence until all slope operations in the area have been finalized, including final grading of the area. No surfacing shall be placed or compacted on a muddy or rutted subgrade. The surfacing material shall be compacted to provide a smooth, uniform, closely knit riding surface free from ridges and depressions. Compaction shall be performed by making two or more passes with a rubber-tired roller. The surfaced areas shall receive 6-inches of crushed stone as indicated on the drawings. Any damage to the finished surfacing by the Contractor's construction operations shall be repaired by the Contractor at no expense to the Owner.

- B. Shaping: The surface course shall be shaped by the use of a blade grader or other suitable means. Any ruts formed shall be shaped as necessary to prevent breaking through the surfacing material into the subgrade. Holes, waves, and deficiencies in thickness which may develop and are not filled by shaping, shall be filled by adding more material. Shaping shall continue until the surface is free from ruts, waves, and undulations.
- C. Rollers: The minimum requirements for rubber-tired rollers to be used for compaction will be a 10-ton, 11-wheel, 7.50 x 15 tires, towed type, tandem pneumatic-tired roller. All rollers shall be towed at speeds not to exceed 5 miles per hour.

### 3.03 MAINTENANCE

- A. The erosion protection shall be maintained by such shaping and addition of surfacing material as directed by the Engineer to provide a usable surface under all weather conditions during the construction period. No additional payment will be made for shaping operations or additional surfacing materials required to repair any damages to the finished surfacing occasioned by the Contractor's construction operations. Additional surfacing materials required to repair any damages to the finished surfacing not occasioned by the Contractor's construction operations will be measured for payment.

END OF SECTION

## **SECTION 02451**

### **STEEL SHEET PILING**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. This section covers all members to be used in the construction of steel sheet pile. This SPECIFICATION also covers the installation of steel sheet piling and trimming of the sheet pile to the lines and grades shown on the DRAWINGS or as required. This WORK also includes pre-drilling to facilitate driving sheet pile to the designated elevations.

##### **1.02 RELATED SECTIONS**

- A. The following is a list of SPECIFICATIONS which may be related to this section:

- 02231 CLEARING GRUBBING AND EXCAVATION

##### **1.03 REFERENCES**

- A. The following is a list of standards which may be referenced in this section:

1. American Concrete Institute (ACI): 318/318R, Building Code Requirements for Structural Concrete and Commentary.
2. American Petroleum Institute (API): Spec 5L, Specification for Line Pipe.
3. ASTM International (ASTM):
  - a. A36, Standard Specification for Carbon Structural Steel.
  - b. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
  - c. A139, Standard Specification for Electric-Fusion (ARC)-Welded Steel Pipe (NPS 4 and Over).
  - d. A252, Standard Specification for Welded and Seamless Steel Pipe Piles.

- e. A328, Standard Specification for Steel Sheet Piling.
  - f. A572, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
  - g. A690, Standard Specification for High-Strength Low-Alloy Nickel, Copper, Phosphorus Steel H-Piles and Sheet Piling with Atmospheric Corrosion Resistance for Use in Marine Environments.
  - h. A1011/A1011M, Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
- 4. American Water Works Association (AWWA):
    - a. C200, Steel Water Pipe—6 in. (50 mm) and Larger.
  - 5. American Welding Society (AWS):
    - a. D1.1, Structural Welding Code—Steel.

#### **1.04 QUALITY ASSURANCE**

- A. Requirements for material tests, workmanship and other measures for quality assurance shall be as specified herein.
- B. Materials Tests: Sheet piling and appurtenant materials shall be tested and certified by the manufacturer to meet the specified chemical, mechanical and section property requirements prior to delivery to the site.
- C. Installer Qualifications: Sheet piling installer shall have, as a minimum, three (3) successful past installations of sheet piling of comparable overall heights and sections and comparable penetration into soils similar to those found on the PROJECT.

#### **1.05 SUBMITTALS**

- A. Provide qualifications of proposed sheet pile installer.
- B. CONTRACTOR shall provide information from the manufacturer that indicates the sheet piling meets or exceeds the SPECIFICATIONS listed in this section.
- C. The Contractor shall submit descriptions of sheet piling driving equipment, shop drawings, test procedures, test reports and certificates, sheet piling driving records and



other submittals to the Engineer for approval as required. Submittals and associated work not satisfactory to the Engineer will be rejected.

- D. Equipment Descriptions: Complete descriptions of sheet piling driving equipment including hammers, extractors, protection caps and other installation appurtenances shall be submitted for approval prior to commencement of work.
- E. Shop Drawings: Shop drawings for sheet piling, including fabricated sections, shall be submitted for approval and shall show complete piling dimensions and details, driving sequence and location of installed piling. Shop drawings shall include details and dimensions of templates and other temporary guide structures for installing piling, and shall provide details of the method of handling piling to prevent permanent deflection, distortion or damage to piling interlocks.
- F. Materials Test Certificates: Materials test certificates shall be submitted for each shipment and identified with specific lots prior to installing piling. Identification data should include piling type, dimensions, section properties, heat analysis number, chemical composition, mechanical properties and mill identification mark.
- G. Driving Records: Records of the sheet piling driving operations shall be submitted after driving is completed. These records shall provide a system of identification which shows the disposition of approved piling in the work, driving equipment performance data, piling penetration rate data, piling dimensions and top and bottom elevations of installed piling.
- H. Splice locations, if necessary, shall be reviewed and accepted by ENGINEER prior to installation.

## **1.06 QUALITY CONTROL**

- A. General. The Contractor shall establish and maintain quality control for pile driving operations to assure compliance with contract specifications and maintain records of his quality control for all construction operations including, but not limited to, the following:
  - 1. Accurate location, alinement and plumbness of piling.
  - 2. Full and proper engagement of interlocks.
  - 3. Driving (pile hammer and rate of operation).
  - 4. Final position; depth of penetration; tip and cut-off elevations.
  - 5. Uplift and vertical tolerances after driving.

6. Location and elevation of any obstruction encountered and action directed by Engineer.
  7. Pulled piles and redriving.
  8. Length of cover plate and weld size.
  9. Manufacture and driving of fabricated sections.
  10. Cutting and splicing (welding).
  11. Stockpiling and storage.
  12. Removal and disposal of damaged piles.
- B. Reporting: The original and two copies of these records and tests, as well as the records of corrective action taken, shall be furnished to the Engineer.

#### **1.07 DELIVERY, STORAGE AND HANDLING.**

- A. Materials delivered to the site shall be new and undamaged and shall be accompanied by certified test reports. The steel sheet piling shall have the manufacturers logo and mill identification which corresponds to the certified tests reports stamped on each un-spliced length in a minimum of two locations. Sheet piling shall be stored and handled in the manner recommended by the manufacturer to prevent permanent deflection, distortion or damage to the interlocks. Storage of sheet piling should also facilitate required inspection activities.
- B. Do not subject piles to damage by impact bending stresses in transporting to and storing piles onsite.
- C. Store and handle piles such that corrosion protection coating will not be damaged.

### **PART 2 - MATERIALS**

#### **2.01 Materials**

- A. Steel for sheet piling shall conform to the requirements of ASTM A 572 (Grade 50). Sheet piling, including special fabricated sections, shall be of the type and dimensions indicated on the drawings, and be of a design such that when in place they will be continuously interlocked throughout their entire length. All sheet piling shall be provided with standard pulling holes located approximately 4 inches below the top of the pile, unless otherwise shown or directed. Piling shall be PZ-27 or approved equal.

1. Substitute Sheet Pile Sections: The Contractor may elect to substitute for the sheet piling shown on the contract drawings and specified above, in accordance with these Specifications and with the General Conditions GC-3, GC-17, and GC-18. Combinations of substitute piling types shall not be permitted. Substitute sheet piling shall conform to ASTM A 572, Grade 50, with the minimum material thickness, maximum overall width, and minimum section properties meeting or exceeding that of the PZ-27 sheet piling.
  - a. When proposing substitute piling, the Contractor shall submit, for approval, the following items at no additional cost to the Owner:
    - i. Complete shop drawings of the proposed sections showing the dimensions and details of the alternate piling including all fabricated and corner sections.
    - ii. A complete layout of the alternate sheet piling. The P.I. Stations shall remain unchanged. Concrete monolith lengths may be altered to better accommodate the substitute piling driving widths. It shall be the Contractor's responsibility to make any adjustments necessary in his formwork so that any change resulting from this substitution will not result in additional cost to this contract.
- B. All steel sheet piling shall be new and un-spliced material throughout, unless otherwise reviewed and accepted by ENGINEER.
- C. Steel sheet piles and special fabricated shapes shall be of a design that ensures continuous interlock throughout the entire length when in place.
- D. Rolled Corners. Rolled corners, steel corners, tees, wyes and crosses formed with new sheet piling, shall be of the types and dimensions shown on the drawings. Any proposed variations from the details shown on the drawings shall be submitted for approval of the Engineer. The sheet pile types shall be as required for the corners being manufactured and shall conform to the requirements of ASTM A 572 and all other requirements stated above for new piling.
- E. The interlocks between steel sheet pile sections shall be configured such that the average width of the annular space between all contact points of the interlocks shall be a maximum of one-eighth (1/8) inch, as determined by ENGINEER.
- F. Steel sheet piles and interlocks shall not have excessive kinks, camber or twist that would prevent the pile from reasonably free sliding to grade.

G. All fabricated connections shall be made with the use of angles or bent plates, as necessary, and shall be adequately welded or connected with high strength bolts as accepted by ENGINEER.

H. Handling Holes:

1. If handling holes are provided, they shall be two (2) standard two and nine-sixteenth (2-9/16) inch diameter handling holes located six (6) inches from one end.
2. The holes shall be plugged by welding a piece of steel over the hole prior to installing any riprap, backfill or drop structure cap.
3. The plated hole shall be watertight.

#### 2.02 Special PSA 23 Tee Sections.

- A. Special PSA 23 tee sections shall conform to the requirements stated herein, the details shown on the drawings and the piling manufacturer's recommendations for fabricated sections. Metalwork fabrication shall conform to the requirements of Section 05501. Steel plates and angles shall conform to ASTM A 36.
- B. All sheet piling furnished by the Contractor shall be new and unused. Sheet piling less than 60 feet long shall be furnished full length.

#### 2.03 Coating.

- A. Steel Sheet Piling shall be coated with the equivalent of two coats of 8-mils Coal Tar Epoxy meeting the requirements of U.S. Army Corps of Engineers (USACE) C-200. The coating shall extend to five feet (5') below the finished ground surface at the pile location.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION.**

A. General:

1. All welding or gas cutting shall be in accordance with the current standards of the American Welding Society.
2. Virtual Refusal:

- a. Steel sheet piling shall be driven to the depths shown on the DRAWINGS or to virtual refusal.
- b. Virtual refusal is defined as ten (10) blows per inch with an approved pile hammer.
- c. A pile hammer shall be used to determine virtual refusal.
- d. The hammer shall be operating at the manufacturer's recommended stroke and speed when virtual refusal is measured.

**B. Placing and Driving.**

1. **Placing:** Any excavation required within the area where sheet pilings are to be installed shall be completed prior to placing them. Pilings shall be carefully located as shown on the drawings or directed by the Engineer. Pilings shall be placed as true to line as possible. Suitable temporary wales, templates, or guide structures shall be provided to insure that the piles are placed and driven to the correct alignment. Piles shall be placed in a plumb position with each pile interlocked with adjoining piles for its entire length, so as to form a continuous diaphragm throughout the length of each run of piling wall. Interlocks shall be properly engaged.
2. **Driving.** All piles shall be driven to the depths shown on the drawings and shall extend to the cut-off elevation indicated. A tolerance of 1 1/2 inches above or below the indicated cut-off elevation will be permitted. Pilings shall be driven by approved methods so as not to subject the pilings to damage and to insure proper interlocking throughout their lengths. Pile hammers shall be maintained in proper alignment during driving operations by use of leads or guides attached to the hammer. A protecting cap shall be employed in driving, when required, to prevent damage to the tops of pilings. Pilings damaged during driving or driven out of interlock shall be removed and replaced. All piles shall be driven without the aid of a water jet, unless otherwise authorized. Adequate precautions shall be taken to insure that piles are driven plumb. Sheet piling shall not be driven more than 1/4-inch per foot out of plumb in the plane of the wall nor more than 1/8-inch per foot out of plumb perpendicular to the plane of the wall. If at any time the forward or leading edge of the piling wall is found to be out-of-plumb more than 1/4-inch per foot in the plane of the wall or 1/8-inch per foot perpendicular to the plane of the wall, the assembled piling shall be driven to the required depth and tapered pilings shall be provided and driven to interlock with the out-of-plumb leading edge or other approved corrective measures shall be taken to insure the plumbness of succeeding pilings. The

maximum permissible taper for any tapered piling shall be 1/4-inch per foot of length. Unless specifically indicated otherwise, each run of piling wall shall be driven to grade progressively from the start and, and pilings in each run shall be driven alternately in increments of depth to the required depth or elevation. On each day of sheetpile driving, the Contractor shall stab only the number of piles that can be driven to grade by the end of the day, and all piling stabbed shall be driven to grade by the end of each working day except that the last two piles may remain tapered up to receive the next days piles. No pile shall be driven to a lower elevation than those behind it in the same run except when the piles behind it cannot be driven deeper or in areas where there will be wall penetrations or obstructions are encountered. In this case, piling will be allowed to remain above final grade until the obstruction is removed or the penetration is completed. Alternately, if it is determined that an obstruction cannot be removed, the Contractor shall be provided a revised alinement of the sheet pile structure necessary by the Engineer. Payment for the additional labor and materials necessitated by such changes will be made at the applicable contract prices. If the piling next to the one being driven tends to follow below final grade, it may be pinned to the next adjacent piling. The Contractor is advised that buried stumps or similar debris may be encountered periodically on the sheet pile wall alignment and appropriate consideration should be given to hard driving conditions should they occur. Piles shall not be driven within 100 feet of concrete less than 7 days old nor within 30 feet of concrete less than 28 days old.

3. Emergency Locking System on Pile Driving Head. All pile driving equipment shall be equipped so as to prevent piles from falling when a single or multiple power failure occurs after the pile driving head is attached to the pile. The jaws of vibratory hammers shall be equipped with devices such that upon loss of hydraulic pressure, the jaws will not release the pile.
- C. Cutting Off and Splicing: Piles extending above grade in excess of the specified tolerance, and which cannot be driven deeper, shall be cut off to the required grade. The Contractor shall also trim the tops of piles excessively battered during driving, when directed to do so by the Engineer, at no cost to the Owner. Cut-offs shall become the property of the Contractor and shall be removed from the worksite. Piles driven below the elevations indicated for the top of piles and piles which, because of damaged heads, have been cut off to permit further driving and are then too short to reach the required top elevation, shall be extended to the required top elevation by welding an additional length, when directed, without cost to the Owner. Should splicing of additional lengths be necessary, the splice shall consist of an approved butt joint with a weld that fully

penetrates the web. Welded extensions shall be a minimum of 6 inches long. Piles adjoining spliced piles shall be full length unless otherwise approved. Welding of splices shall conform to the requirements of Section 05501. Ends of pilings to be spliced together shall be squared before splicing to eliminate dips or camber. Pilings shall be spliced together with concentric alignment of the interlocks so that there are no discontinuities, dips or camber at the abutting interlocks. Spliced pilings shall be free sliding and able to obtain the maximum swing with contiguous pilings. The Contractor may cut holes in the piles for bolts, rods, drains or utilities at locations and of sizes shown on the drawings or as directed. All cutting shall be done in a neat and workmanlike manner. Bolt holes in steel piling shall be drilled or may be burned and reamed by approved methods which will not damage the remaining metal. Holes, other than bolt holes, shall be reasonably smooth and of the proper size for rods and other items to be inserted.

- D. Inspection of Driven Piling. The Contractor shall inspect the interlocked joints of driven pilings extending above ground. Pilings found to be damaged or driven out of interlock shall be removed and replaced.
- E. Pulling and Redriving. The Contractor may be required to pull selected piles after driving, for test and inspection, to determine their condition. Any pile so pulled and found to be damaged to the extent that its usefulness in the structure is impaired shall be removed from the work and the Contractor shall furnish and drive a new pile to replace the damaged pile. Piles pulled and found to be in satisfactory condition shall be redriven.
- F. Void Backfill. Where voids adjacent to the steel sheet piling are induced by pile driving operations, the Contractor shall backfill with a cement-sand-bentonite slurry by the tremie or pump down method such that any water in the void is not mixed with but displaced by the slurry. The slurry shall consist of one part cement and two parts bentonite, and three parts sand mixed with enough water to produce a slurry liquid enough to thoroughly fill voids but have no less than twelve pounds of solids per gallon.
- G. Vibration Monitoring. Pile Driving will cause vibrations that may affect the floodwall and nearby buildings and utilities. The Contractor will be required to coordinate pile-driving operations with the Owner-furnished independent Testing Laboratory, who will monitor pile driving at the floodwall and any structure of concern during the driving of job piles to record their magnitude of vibrations. Sustained peak particle velocities of 0.50 in./sec measured at a structure may induce damage to the structure. Therefore, for sustained peak particle velocities in excess of 0.25 in./sec, pile driving operations should be temporarily terminated and consideration given to altering the pile installation criteria.

The Owner will provide and pay for the Vibration Monitoring services, and the Contractor shall cooperate with personnel.

### **3.02 QUANTITIES**

- A. The estimated quantities of sheet piling listed in the unit price schedule of the contract as to be furnished by the Contractor are given for bidding purposes only. Sheet piling quantities for payment shall consist of the square feet of piling acceptably installed or pulled as measured in accordance with these Specifications plus any additions thereto resulting from changes in alignment as provided herein.

### **3.03 MEASUREMENT AND PAYMENT**

A. Measurement:

1. Driven Steel Sheet Piling: Measurement of driven steel sheet piling will be by the square foot of piling acceptably installed. The length of each pile driven will be measured to the nearest tenth of a linear foot and converted to square feet for payment purposes. Square footage shall be determined by multiplying the number of piles times the measured length acceptably driven below the cut-off elevation shown on the drawings times the theoretical driving width of the pile. The number of piles paid for shall not exceed the number of piles indicated on the approved shop drawings. When driven piles are directed to be cut off before reaching the penetration depth shown on the drawings, that portion cut off will be measured for payment on the basis of its total length, provided that the length is not greater than the difference between the total length of piles shown on the plans for that location and the length of piles driven below the cut-off elevation. No deduction will be made for holes cut for drains and utilities in computing the area of steel sheet pile structures. The portion of any pile driven below the tip elevation shown on the drawings will not be measured for payment unless overdriving is directed by the Engineer.
2. Pulled Piles: Piles ordered pulled will be measured for payment by the square foot. Square footage will be determined by multiplying the theoretical driving width of the pile by the length pulled above the cut-off elevation shown on the drawings. Redriving of such piles, when required, shall be measured for payment by the square foot, which shall be determined by multiplying the theoretical driving width of the pile by the length redriven below the cut-off elevation shown on the drawings.
3. Void Backfill: The sheet piling void backfill will not be measured for payment.



B. Payment:

1. Sheet Piling: Payment for steel sheet piling, acceptably installed and measured in accordance with these Specifications, will be made at the contract unit price per square foot for the following bid items:

- a. "Steel Sheet Piles"

Price and payment shall constitute full compensation for fabricating, painting, furnishing, handling, driving, splicing, cutting holes, backfilling voids, and all other work incidental to acceptably installing the steel sheet piling.

- 2. Cut-Offs and Splices: Cut-offs and/or splices which are not required under the original terms of this contract but become necessary to construct the sheet pile structures as shown on the drawings and as specified herein, and which are necessitated due to Contractor negligence in any procedure required to install such structures shall be provided at no additional cost to the Owner.
3. Pulled Piles: Piles which are directed to be pulled and found to be in good condition will be paid for at the contract price for furnishing and driving the pile in its original position. The cost of pulling will be paid for at 25 percent of the contract unit price for the portion of the pile pulled above the cut off elevation and when such piles are redriven, the cost of redriving will be paid for at 25 percent of the contract unit price for that portion of the pile acceptably redriven below the cut-off elevation. When piles are pulled and found to be defective and/or damaged due to Contractor negligence, no payment will be made for originally furnishing and driving such piles, nor for the operation for pulling. Piles replacing defective or damaged piles will be paid for at the applicable contract unit price. Piles which are pulled and found to be damaged through no fault of the Contractor, will be paid for at the applicable contract unit price for originally installing the damaged pile plus 25% of the applicable contract unit price for the cost of pulling. Subsequently, when a new pile is furnished and driven, it shall be paid for at the applicable contract unit price.

END OF SECTION

## SECTION 02825

### SILT FENCE

#### **PART 1 GENERAL**

- A. Work included under this section includes but is not limited to constructing and maintaining temporary control of erosion and water pollution throughout the life of the contract

#### **PART 2 PRODUCTS**

1. Silt fence fabric shall consist of a woven fabric, 36" in width and fastened to hardwood post with three (3), one inch (1") wide crown staples.
2. Silt fence fabric shall meet the following requirements;

Property	Value	Test Method
Grab Strength	120 lbs	ASTM D-4632
Grab Elongation	30% Max.	ASTM D-4632
Trapezoid Tear Strength	65 lbs	ASTM D-4533
Mullen Burst Strength	280 psi	ASTM D-3786
Coeff. Of Permeability, k	0.01 cm/sec	ASTM D-4491
Water Flow Rate	40 gal/min/ft <sup>2</sup>	ASTM D-4491
Ultraviolet Stability	90%	ASTM D-4355

3. Posts shall be of sound hardwood, forty eight inches (48") in length with a minimum cross section o 1.125 square inches. Soft wood posts will not be allowed.
4. Posts shall be positioned vertically at a distance not to exceed ten feet (10') on center for the entire length of the silt fence.

#### **PART 3 SUBMITTALS**

1. Manufacturer's catalog cuts. Indicate post sizes, fabric characteristics and accessories

#### **PART 4 EXECUTION**

1. Soil shall be trenched to allow six inches (6") of silt fence fabric to fall below grade. Posts shall be driven a minimum of eighteen inches (18") below natural grade to allow six inches (6") of material to extend into the trench. Trench shall be backfilled to original grade, leaving a minimum of six inches (6") of fabric below finished grade. If the silt fence is installed on a slope, the posts shall be positioned on the downward side.

2. Connection/joining of silt fences shall be completed by tightly overlapping the ends of the rolls a minimum of twelve inches (12”) or by overlapping the end posts and securing the two posts together tightly with plastic wire ties and/or steel bailing wire.
3. Conduct all work in strict compliance with the current City of New Orleans Building Code

## **PART 5 MEASUREMENT AND PAYMENT**

1. No separate measurement or payment will be made for silt fence or related work covered under this Specification Section. Payment to provide temporary silt fencing and other work covered under this section shall be distributed throughout the existing bid items. This shall constitute full compensation for providing all Contractor's plant, equipment, personnel, materials, labor, and those of his Subcontractors and other such costs as may be required; including geotextile, and performing all operations necessary for the placement, maintenance, removal, and disposal of silt fences throughout the contract period, including final dressing and cleanup and restoration of the area affected by silt fence installation and removal to pre-construction conditions or better.

**\* \* \* END OF SECTION 02825 \* \* \***

## **SECTION 02850**

### **GEOTEXTILES**

#### **PART 1 GENERAL**

##### **1.01 SCOPE**

- A. The work provided for herein consists of furnishing all plant, labor, material, equipment and performing all operations required for furnishing, hauling, and placing the core and separator geotextile and Cellular Confinement System (“geocell”) complete, as specified herein and on the contract drawings, and maintaining the geocell and geotextile until placement of the stone cover is completed and accepted.

##### **1.02 REFERENCES**

- A. The current issues of the publications listed below, but referred to thereafter by basic designation only, form a part of this Specification to the extent indicated by the references thereto:

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION  
OFFICIALS (AASHTO)

AASHTO M218	Steel Sheet, Zinc-Coated (Galvanized) for Corrugated Steel Pipe.
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AASHTO M288	Geotextile Specification for Highway Applications
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 883	(2000) Terminology Relating to Plastics
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ASTM D1505	Density of Plastics by the Density-Gradient Technique
------------	---

ASTM D1603	Standard Test for Carbon Black in Olefin Plastics
------------	---

ASTM D1693	Environmental Stress-Cracking of Ethylene Plastics
------------	--

ASTM D 4439	(2000) Terminology for Geosynthetics
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ASTM D 4491	(1999a) Water Permeability of Geotextiles By Permittivity
-------------	---

ASTM D 4595	(2005) Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
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ASTM D 4632	(1991) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(2004) Determining Apparent Opening Size of a Geotextile
ASTM D 4884	(1996) Strength of Sewn or Thermally Bonded Seams of Geotextiles
ASTM D5199	Measuring Nominal Thickness of Geotextiles and Geomembranes.
ASTM E41	Terminology Relating to Conditioning.

### 1.03 MEASUREMENT AND PAYMENT

- A. Geocell and Geotextile will be measured in place to the nearest square yard of protected area as delineated on the drawings. Overlaps will be measured as a single layer. Payment will be made at the applicable contract unit price per Square Yard for the following bid items:
  - 1. GEOCELL MATERIAL (GEOCELL PANELS)
  - 2. GEOTEXTILE FABRIC MATERIAL
- B. Price and payment shall constitute full compensation for providing all plant, labor, material, and equipment and performing all operations necessary for the complete and satisfactory installation of the geocell and geotextile. No payment shall be made for geocell or geotextile that is rejected or damaged due to Contractor fault or negligence.

### 1.04 SUBMITTALS

- A. Work Plan: the Contractor shall submit a work plan. The plan shall include the following information:
  - a. The dimensions of the geocell panels and geotextile fabric panels, whether the material will be seamed, lapped, or both. Distance between laps, if applicable.
  - b. A detailed description of how the geocells and geotextile fabric will be placed and stretched.
- B. Sample: a sample, approximately 5 feet by 5 feet, of each geotextile that the Contractor plans to use shall accompany the certificate required below. If seams are to be used, then an additional 5-foot by 5-foot sample of each geotextile containing a sample seam in the center of the geotextile sample shall be submitted with the certificate. Geotextiles shall not be delivered to the project site until the geotextile samples and the Owner and his Authorized Representative approves their certificates.
  - a. Geocell: Manufacturer shall supply certificate of analysis containing the following test results for the cellular confinement material used for project: Base Resin Lot Number(s), Resin Density per ASTM-1505, Production Lot Number(s), Material

Thickness, Short Term Seam Peel Strength, and percentage of Carbon Black. Submit qualifications certifying the installer is experienced in the installation of the specified products.

- b. Geotextile Fabric: a mill certificate or affidavit shall be provided attesting that the geotextile meets the chemical, physical, and manufacturing requirements stated in this specification. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the geotextile supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile.
  - c. Neither Geocells nor Geotextile Fabric shall be delivered to the site until the submittals are approved by the Owner or his Authorized Representative.
- C. Design Calculations and Drawings: Provide a complete set of design calculations including a description of the static analysis performed to determine the channel and crest anchorage requirements.
- 1. Minimum overall design factor of safety shall be 1.4.
  - 2. The calculations shall be based on computer software specific to the Manufacturer's material and accessories. The software shall be founded on sound engineering principles, research/testing and stability analysis.
  - 3. The stability analysis shall be based on accredited third-party university testing for the aggregate infill. Provide third party research summary for the stability analysis specific to Manufacturer's material.
  - 4. At a minimum; include design conditions, channel stability calculations, calculated factors of safety and friction angles. Provide the number of stakes, length and spacing pattern based on calculations.
  - 5. The stability calculations shall be in Microsoft Excel converted to Adobe PDF format.
  - 6. Cross section drawings shall be in AutoCAD converted to Adobe PDF format.

#### 1.05 SHIPMENT AND STORAGE

- A. Geocells and Geotextiles shall be shipped and maintained in heavy-duty protective covers until they are placed. During all periods of shipment and storage, the materials shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 degrees Fahrenheit, mud, dirt, and other contaminants. Geocells and Geotextiles delivered to the project site shall be clearly marked to show the brand name, type of geotextile, tensile strength, location and date of manufacture, and its length (machine direction) and width.

## **PART 2 PRODUCTS**

## 2.01 GEOCELL REQUIREMENTS

- A. Geocell shall be manufactured by Strata Systems, Inc., Presto Geosystems, Baselok Geocell, or approved equal.
- B. Properties of Geocell Materials for submittal review shall include Manufacturing Certifications, Material Density and Environmental Stress Crack Resistance (ESCR), Cell dimensions and strip properties, Cell seam strength tests, and strengths of components such as clips, anchors, and keys.

## 2.02 GEOTEXTILE REQUIREMENTS

- A. The geotextile shall be a woven pervious sheet made with plastic yarn as defined by ASTM D 883. The geotextile shall be “Class D” meeting the requirements listed in Table 1019-1 of the LADOTD Standard Specifications. Geotextile fibers shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, amide, or vinylidene-chloride, and shall contain stabilizers and/or inhibitors added to the base plastic, if necessary, to make the filaments resistant to deterioration due to ultra-violet exposure. The edges of the geotextile shall be selvaged.

Property	Test Method	Requirements Classes						
		A	B	C	D	S	F	G
AOS, Metric Sieve, $\mu\text{m}$ , Max.	ASTM D4751	300	300	300	212	600	850	850
Grab Tensile, N, Min.	ASTM D4632	330	400	580	800	800	400	400
% Elongation @ Failure, Min.	ASTM D4632	—	—	50	50	—	—	—
% Elongation @ 200 N, Max.	ASTM D4632	—	—	—	—	—	—	50
Burst Strength, N, Min.	ASTM D3787	440	620	930	1290	1390	—	—
Puncture, N, Min.	ASTM D4833	110	130	180	330	330	—	—
Trapezoid Tear Strength, N, Min.	ASTM D4533	110	130	180	220	220	—	—
Permittivity, $\text{Sec}^{-1}$ , Min.	ASTM D4491	1.0	1.0	1.0	1.0	0.2	0.01	0.01
Grab Tensile Strength Retained after weathering 150 h, UVA lamps, %, Min	ASTM D4632 ASTM G154	70	70	70	70	70	—	—
Grab Tensile Strength Retained after weathering 500 h, UVA lamps, %, Min	ASTM D4632 ASTM G154	—	—	—	—	—	70	70

Contractor shall coordinate with the Geotextile supplier to ensure that the material supplied is suitable for the intended purpose and for the riprap class, size, and weight which is to be placed on the fabric.

Values in the above table represent minimum average roll value of new geotextile received from the manufacturer or distributor. All of the samples shall yield test values that are greater than the minimum value that is specified.

### **PART 3 EXECUTION**

#### **3.01 GEOTEXTILE PREPARATION**

- A. The geotextile shall be placed in the manner and at the locations shown on the drawings. The Contractor shall prepare the surface to receive the geotextile to insure that the surface is relatively smooth and free of obstructions, depressions, debris, soft or low density pockets of material, or stone which could damage the geotextile during placement. At the time of installation, the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration



or damage incurred during manufacture, transportation or storage. The geotextile shall be protected at all times during construction to insure that the geotextile's original chemical and physical properties are not changed. The work shall be scheduled so that all of the geotextile that is placed is covered with a layer of the specified material by the end of each workday. Failure to comply shall require replacement of geotextile. All wrinkles and sags shall be stretched out immediately before stone is placed on the geotextile. The geotextile shall be protected from damage during placement of stone. This shall be accomplished by limiting the height of drop to less than 1 foot or the water surface, whichever is greater. In the event that this damages the geotextile, the stone shall be placed directly on the geotextile with zero height of drop. Before placement of stone, the Contractor shall demonstrate that the placement technique will not damage the geotextile. The Contractor at no additional cost to the Owner shall replace any geotextile that is rejected or damaged.

### 3.02 SEAMS AND LAPS

- A. Seams or laps may be utilized to produce panels of geotextile large enough to cover the area shown on the drawings. Seams or laps shall be perpendicular to the direction of drainage. Seams or laps shall not run parallel with the direction of the centerline.
- B. All seams shall be sewn using thread meeting the requirements for plastic yarn specified in paragraph 2.01. The sheets of geotextile shall be sewn at the factory or other approved location. Seam strengths shall meet the requirements of Table 1 shown below.
- C. Geotextile panels placed along the centerline shall be overlapped a minimum of 2 feet.

TABLE 1

#### PHYSICAL REQUIREMENTS FOR GEOTEXTILE MATERIAL

<u>Physical Property</u>	<u>Physical Property</u>	<u>Acceptable Values</u>
Tensile Strength (*)	ASTM D 4632	200 pounds minimum in any principle direction
Seam Strength	ASTM D 4884ASTM D 4884	150 pounds per inch minimum
Elongation at Break	ASTM D 4632	15 % minimum in any principle direction
Apparent Opening Size (AOS)	ASTM D 4751	No finer than the U.S. Standard Sieve No. 50 and no coarser than the U.S. Standard Sieve No. 30.
Geotextile	ASTM D 4491	The permittivity of the geotextile shall be greater than 0.35 per second
Flow Rate	ASTM D 4491	Minimum of 40 gallons per minute per square foot

(\*) Value represents minimum average roll value of new geotextile received from the manufacture or distributor (i.e., any roll in a lot shall meet or exceed the minimum value in the table).

### 3.03 GEOCELL PREPARATION

#### A. Sub-Grade Preparation:

1. Excavate or fill foundation soils so top of installed section is flush with or slightly lower than adjacent terrain or final grade as indicated on the drawings or as directed by the Engineer.
2. Install geotextile separation layer on prepared surfaces ensuring required overlaps are maintained and outer edges of geotextile are buried in accordance with the Manufacturer's recommendations.
3. Install geomembrane separation layer on prepared surfaces ensuring seams are welded and outer edges of geomembrane are buried in accordance with the Manufacturer's recommendations.

#### B. Section Anchorage

1. Anchorage requirements for the sections shall be as shown on the Contract Documents and as directed by the Engineer.
  - a. Position collapsed sections at the crest of the channel.
  - b. If required, excavate the anchor trench at the top of the channel to the depth as shown on the Contract Documents.
  - c. Drive anchors at the crest of the channel to secure the sections in place and allow expansion of the sections into position.
  - d. After the sections are expanded as desired, drive anchors so the arm of the clip engages with the top of the cell wall.
  - e. Anchorage pattern and stake length shall be as indicated on the Contract Documents.
  - f. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.

#### C. Section Placement and Connection

1. Verify all sections are expanded uniformly to required dimensions and that outer cells of each section are correctly aligned. Interleaf or overlap edges of adjacent sections. Ensure upper surfaces of adjoining sections are flush at joint and adjoining cells are fully aligned at the cell wall slot.
2. Connect the sections with keys at each interleaf and end to end connection. Insert the key through the cell wall I-slot before inserting through the adjacent cell. Turn the key 90 degrees to lock the sections together.

#### D. Crushed Stone Surfacing Infill Placement

1. Place specified infill in expanded cells with suitable material handling equipment, such as a backhoe, front-end loader, conveyor, or crane-mounted skip.

2. Limit drop height to a maximum of 3 feet to prevent panel distortion.
3. Fill sections from the crest of the channel to toe or in accordance with Engineer's direction.
4. Infill material shall be free-flowing and not frozen when placed into the sections.
5. Evenly spread infill and ensure the infill is flush with the cell walls.

END OF SECTION

## **APPENDIX – B – COPIES OF PERMITS RECEIVED**

DNR Coastal Use Permit P20230661

Corps of Engineers Permit MVN 2019-01298 EDM (9/25/2023)

Corps of Engineers LNO 2015-0071 (8/9/2023)

CPRA LNO 13914 (2/2/2015)



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

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

**COASTAL USE PERMIT/CONSISTENCY DETERMINATION**

**C.U.P. No.:** P20230794

**C.O.E. No.:**

**NAME:** SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - EAST  
c/o EVANS-GRAVES ENGINEERS, INC.  
909 POYDRAS STREET  
NEW ORLEANS, LA 70112  
Attn: P. Stephen Lundgren, Jr.

**LOCATION:** Orleans Parish, LA  
Lat 29-59-39.66N, Long 90-04-06.51W (See plats for additional coordinates); London Avenue Canal; New Orleans, LA.

**DESCRIPTION:** Erosion mitigation & control on the E and W earthen banks of the London Avenue Canal outfall canal between Gentilly Boulevard and the Permanent Canal Closure Protection (PCCP) Pump Station. All work to take place on the floodside of the existing floodwalls, within the outfall Canal. Approx. 10437 cy will be excavated and hauled offsite. Approx. 5088 cy of rock, 5976 cy of crushed stone/gravel and 19081 cy of dirt will be placed as fill.

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

1. Carry out, perform, and/or operate the use in accordance with the permit conditions, plans and specifications approved by the Department of Natural Resources.
2. Comply with any permit conditions imposed by the Department of Natural Resources.
3. Adjust, alter or remove any structure or other physical evidence of the permitted use if, in the opinion of the Department of Natural Resources, it proves to be beyond the scope of the use as approved or is abandoned.
4. Provide, if required by the Department of Natural Resources, an acceptable surety bond in an appropriate amount to ensure adjustment, alteration, or removal should the Department of Natural Resources determine it necessary.
5. Hold and save the State of Louisiana, the local government, the department, and their officers and employees harmless from any damage to persons or property which might result from the use, including the work, activity, or structure permitted.
6. Certify that the use has been completed in an acceptable and satisfactory manner and in accordance with the plans and specifications approved by the Department of Natural Resources. The Department of Natural Resources may, when appropriate, require such certification to be given by a registered professional engineer.
7. All terms of the permit shall be subject to all applicable federal and state laws and regulations.
8. This permit, or a copy thereof, shall be available for inspection at the site of work at all times during operations.
9. The applicant will notify the Office of Coastal Management of the date on which initiation of the permitted activity described under the "Coastal Use Description" began. The applicant shall notify the Office of Coastal Management by entering a commencement date through the online system, or by mailing said information to OCM.
10. Unless specified elsewhere in this permit, this permit authorizes the initiation of the coastal use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee on the original permit which was December 11, 2023. If the coastal use is not initiated within this two (2) year period, then this permit will expire and the applicant will be required to submit a new application. Initiation of the coastal use, for the purposes of this permit, means the actual physical beginning of the use of activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the coastal use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not require a permit. In addition, the permittee must, in good faith, and with due diligence, reasonably progress toward completion of the project once the coastal use has been initiated.
11. The following special conditions must also be met in order for the use to meet the guidelines of the Coastal Resources Program:
  - a. This permit does not convey any property rights, mineral rights, or exclusive privileges; nor does it authorize injury to property.
  - b. Permittee shall, prior to commencement of the herein permitted activities, contact Orleans Levee District, Attn: Mr. Chris Humphreys Address: 6920 Franklin Avenue, New Orleans, LA 70122; [permit@floodauthority.org](mailto:permit@floodauthority.org) to determine if a construction permit will be required from the local levee district.



- c. The applicant must submit for and receive a Levee Permit/Letter of No Objection from the CPRA, the United States Army Corps of Engineers and the Orleans Levee District prior to commencement of the activity.
- d. The area where the project is located is all part of the aboriginal homelands of the Chitimacha Tribe of Louisiana. As such, large villages, burial sites, and sacred sites were in place in that entire area. If at any time during the course of the work, any traditional cultural properties are discovered, Permittee shall immediately contact Kimberly S. Walden (Cultural Director) or Melanie Aymond (Research Coordinator) at (337) 923-9923 or (337) 923-4395. Office hours are Monday through Thursday from 7:30 A.M. - 5:00 P.M. and on Friday between 7:30 A.M. - 11:30 A.M. If traditional cultural properties are discovered on the weekend or after business hours, the notification shall be made the next business morning.
- e. The permittee shall ensure that all sanitary sewage and/or related domestic wastes generated during the subject project activity and at the site, thereafter, as may become necessary shall not be discharged into any of the streams or adjacent waters of the area without authorization from DH and/or DEQ or, in the case of total containment, shall be disposed of in approved sewerage and sewage treatment facilities, as is required by the State Sanitary Code and DEQ regulations. Such opinion as may be served by those comments offered herein shall not be construed to suffice as any more formal approval(s) which may be required of possible sanitary details (i.e. provisions) scheduled to be associated with the subject activity. Such shall generally require that appropriate plans and specifications be submitted to DH for purpose of review and approval prior to any utilization of such provisions.
- f. All structures built under the authorization and conditions of this permit shall be removed from the site within 120 days of abandonment of the facilities for the herein permitted use, or when these structures fall into a state of disrepair such that they can no longer function as intended. This condition does not preclude the necessity for revising the current permit or obtaining a separate Coastal Use Permit, should one be required, for such removal activities.
- g. The water bottom shall not be disturbed during access to the proposed work location, other than that authorized and shown on the attached project plats, whether it be by dredging, wheel washing, propwashing, jetting, mucking, plowing, bull dozing or any other means of moving bottom material. Powered vessels shall be operated so as not to disturb the water bottom by propeller or jet action.
- h. All fill material shall be clean and free of contaminants and shall not contain hazardous materials such as asbestos or asbestos residue, shingles, tires, oil/grease residue, exposed rebar, protruding objects, etc.
- i. All fill and/or dredged material to be hauled off-site shall be disposed of at a State approved facility.
- j. Permittee is subject to all applicable state laws related to damages which are demonstrated to have been caused by this action.
- k. Permittee shall allow representatives of the Office of Coastal Management or authorized agents to make periodic, unannounced inspections to assure the activity being performed is in accordance with the conditions of this permit.
- l. Permittee shall comply with all applicable state laws regarding the need to contact the Louisiana One Call (LOC) system (1-800-272-3020) to locate any buried cables and pipelines.
- m. This permit authorizes the initiation of the Coastal Use described under "Coastal Use Description" for two (2) years from the date of the signature of the Secretary or his designee on the original permit which was December 11, 2023. Initiation of the Coastal Use, for purposes of this permit, means the actual physical beginning of the use or activity for which the permit is required. Initiation does not include preparatory activities, such as movement of equipment onto the Coastal Use site, expenditure of funds, contracting out of work, or performing activities which by themselves do not



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

The expiration date of this permit is five (5) years from the date of the signature of the Secretary or his designee on the original permit which was December 11, 2023. If the Coastal Use is not completed within this five (5) year period, an extension may be granted pursuant to the requirements contained in the Rules and Procedures for Coastal Use Permits (LAC 43:I.723(D)).

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

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

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

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

I affix my signature and issue this permit this 11th day of December, 2023.

THE DEPARTMENT OF NATURAL RESOURCES

Kyle F. Balkum, Administrator  
Office of Coastal Management

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

Attachments



**Final Plats:**

1) [P20230794](#)      [Final Plats](#)      [11/09/2023](#)

cc: Martin Mayer, COE w/attachments  
Dave Butler, LDWF w/attachments  
Orleans Levee District, LD w/attachments  
Jas Singh, CPRA w/attachments  
Jordan Cobbs, OCM w/attachments  
Samuel Welty, OCM/FI w/attachments  
Orleans Parish w/attachments

SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY - EAST w/attachments





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

September 25, 2023

Regulatory Division  
Eastern Evaluation Branch

SUBJECT: MVN 2019-01298 EDM

Southeast Louisiana Flood Protection Authority - East  
c/o Evans-Graves Engineers, Inc.  
Attn: Stephen Lundgren  
909 Poydras Street  
Suite 3050  
New Orleans, Louisiana 70112

Mr. Lundgren,

The proposed work, to construct erosion protection on the 17<sup>th</sup> Street Canal through excavation, placement of dirt, riprap, geocell panels, and sheet piles from Veterans Memorial Boulevard to Old Hammond Highway, New Orleans, Orleans Parish, Louisiana, as shown on the enclosed drawings, is authorized under **Category I** of the **Programmatic General Permit**, provided that all conditions of the permit are met.

The following special condition is hereby added to this authorization:

1. Permittee must comply with the enclosed: "Standard Manatee Conditions for In-Water Activities".
2. If abandoned cemeteries, unmarked graves, or human remains are discovered during the permitted activity, the permittee will stop work immediately and comply with the Louisiana Unmarked Human Burial Sites Preservation Act (La. R.S. 8:671 et seq.). The permittee will notify local law enforcement, U.S. Army Corps of Engineers New Orleans District Regulatory Division (CEMVN-RG), and the Louisiana Division of Archaeology (LDOA), within the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, by telephone at 225-342-8170 to assess the nature and age of the human skeletal remains within twenty-four (24) hours of the discovery of unmarked human remains and will accompany local law enforcement personnel during all field investigations. If the appropriate local law enforcement official determines that the remains are not a crime scene, and the remains are more than 50 years old, LDOA has jurisdiction over the remains. In no instance will human remains be removed from the discovery site until jurisdiction is established. In cases where the LDOA assumes jurisdiction and the remains are determined to be American Indian, LDOA will consult with Tribes, CEMVN-RG, and the permittee to determine the appropriate course of action.

3. Permittees that discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the permitted activity must immediately notify CEMVN-RG, halt all construction activity at the location of discovery, and avoid construction activities within a fifty (50) foot buffer zone of the location of discovery until the required coordination has been completed. CEMVN-RG will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

This authorization has a blanket water quality certification from the Louisiana Department of Environmental Quality; therefore, no additional authorization from DEQ is required.

However, prior to commencing work on your project, you must obtain approvals from state and local agencies as required by law and by terms of this permit. These approvals include, but are not limited to, a permit, consistency determination or determination of "no direct or significant impact (NDSI) on coastal waters" from the Louisiana Department of Natural Resources, Office of Coastal Management.

This approval to perform work is valid for 5 years from the date of this letter.

Permittee is aware that this office may reevaluate its decision on this permit at any time the circumstances warrant.

Should you have any further questions concerning this matter, please contact Damon Morse at [damon.morse@usace.army.mil](mailto:damon.morse@usace.army.mil) or at (504) 862-2041.

Sincerely,

**Brad P. LaBorde**

Digitally signed by Brad P.  
LaBorde  
Date: 2023.09.22 18:36:29 -05'00'

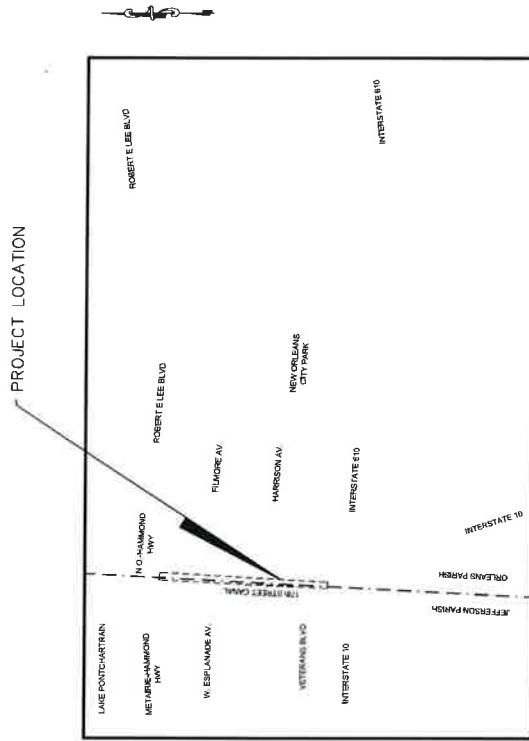
For:

Martin S. Mayer  
Chief, Regulatory Division

Enclosures

O.L.D. No. 24331  
MITIGATION OF OUTFALL CANAL EROSION  
17th STREET CANAL  
(VETERANS BLVD. to OLD HAMMOND HWY. )

SHEET NO.	DESCRIPTION
1-G	TITLE SHEET & LAYOUT MAP
2-G	LEGEND AND GENERAL NOTES
3-G	17th STREET CANAL TYPICAL EXISTING SECTION
4-G-1	CELLULAR CONFINEMENT SYSTEM TYPICAL SECTION A
4-G-2	CELLULAR CONFINEMENT SYSTEM TYPICAL SECTION B
4-G-3	CELLULAR CONFINEMENT SYSTEM TYPICAL SECTION C
5-G	SLOPE PROTECTION DETAILS
6-5	17th STREET CANAL PLAN STA. 145+00 TO STA. 160+00
7-5	17th STREET CANAL PLAN STA. 160+00 TO STA. 175+00
8-5	17th STREET CANAL PLAN STA. 175+00 TO STA. 190+00
9-5	17th STREET CANAL PLAN STA. 190+00 TO STA. 205+00
10-5	17th STREET CANAL PLAN STA. 205+00 TO STA. 219+30
11-5	17th STREET CANAL CROSS SECTIONS STA. 150+00, STA. 201+00, STA. 219+30

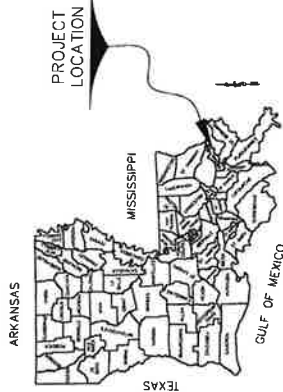


LAYOUT MAP  
NTS

P. STEPHEN LUNDGREN JR., P.E. DATE \_\_\_\_\_

# PRELIMINARY

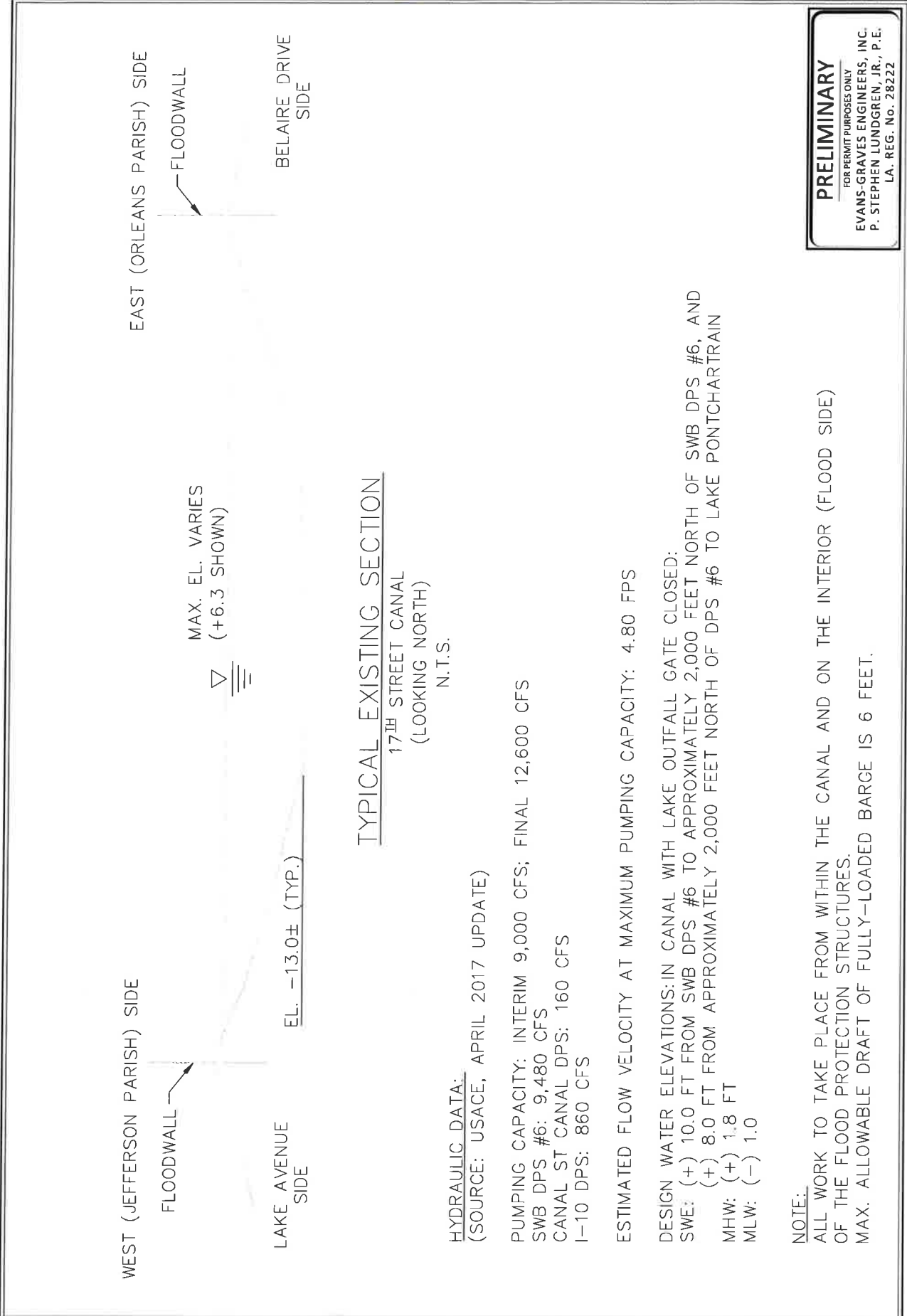
FOR PERMIT PURPOSES ONLY  
EVANS-GRAVES ENGINEERS, INC.  
P. STEPHEN LUNDGREN, JR., P.E.  
LA. REG. No. 28222

VICINITY MAP

SOUTHEAST LOUISIANA  
FLOOD PROTECTION AUTHORITY - EAST  
OLD NO. 2431  
MITIGATION OF OUTFALL CANAL EROSION  
727 STREET CANAL (VETERANS BLVD. TO OLD HAWMOND HWY.)  
TITLE SHEET & LAYOUT MAP

[illegible]





TYPICAL EXISTING SECTION

17th STREET CANAL  
(LOOKING NORTH)  
N.T.S.

HYDRAULIC DATA:

(SOURCE: USACE, APRIL 2017 UPDATE)

PUMPING CAPACITY: INTERIM 9,000 CFS; FINAL 12,600 CFS  
SWB DPS #6: 9,480 CFS  
CANAL ST CANAL DPS: 160 CFS  
I-10 DPS: 860 CFS

ESTIMATED FLOW VELOCITY AT MAXIMUM PUMPING CAPACITY: 4.80 FPS

DESIGN WATER ELEVATIONS: IN CANAL WITH LAKE OUTFALL GATE CLOSED:

SWE: (+) 10.0 FT FROM SWB DPS #6 TO APPROXIMATELY 2,000 FEET NORTH OF SWB DPS #6, AND  
(+) 8.0 FT FROM APPROXIMATELY 2,000 FEET NORTH OF DPS #6 TO LAKE PONTCHARTRAIN  
MHW: (+) 1.8 FT  
MLW: (-) 1.0

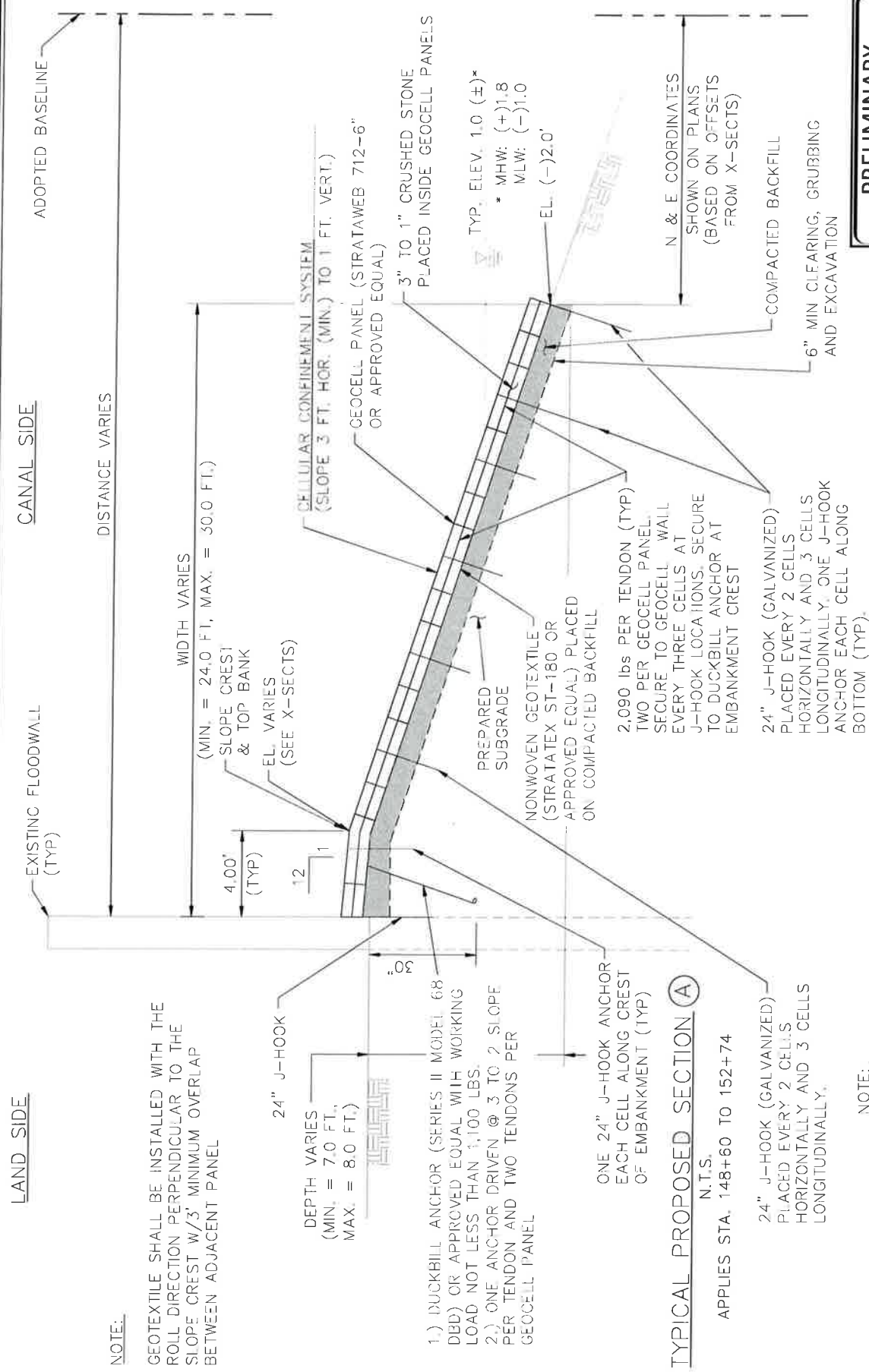
NOTE:

ALL WORK TO TAKE PLACE FROM WITHIN THE CANAL AND ON THE INTERIOR (FLOOD SIDE) OF THE FLOOD PROTECTION STRUCTURES.  
MAX. ALLOWABLE DRAFT OF FULLY-LOADED BARGE IS 6 FEET.

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**NOTE:** J-HOOKS ARE PLACED BELOW THE WATER SURFACE, LENGTH OF THE J-HOOKS SHOULD BE DOUBLED TO 48" (MIN. LENGTH)

# LAND SIDE

EXISTING FLOODWALL  
(TYP)

CANAL SIDE

ADOPTED BASELINE

DISTANCE VARIES

## NOTE:

GEOTEXTILE SHALL BE INSTALLED WITH THE ROLL DIRECTION PERPENDICULAR TO THE SLOPE CREST W/3' MINIMUM OVERLAP BETWEEN ADJACENT PANEL

24" J-HOOK  
DEPTH VARIES  
(MIN. = 4.5 FT.,  
MAX. = 10.5 FT.)

- 1.) DUCKBILL ANCHOR (SERIES II MODEL 68 DBD) OR APPROVED EQUAL WITH WORKING LOAD NOT LESS THAN 1,100 LBS.
- 2.) ONE ANCHOR DRIVEN @ 3 TO 2 SLOPE PER TENDON AND TWO TENDONS PER GEOCELL PANEL

ONE 24" J-HOOK ANCHOR  
EACH CELL ALONG CREST  
OF EMBANKMENT (TYP)

24" J-HOOK (GALVANIZED)  
PLACED EVERY 2 CELLS  
HORIZONTALLY AND 3 CELLS  
LONGITUDINALLY.

## TYPICAL PROPOSED SECTION (B)

N.T.S.

APPLIES: STA.152+74 TO 159+50

STA. 203+70 TO 207+00

STA.214+50 TO 219+10

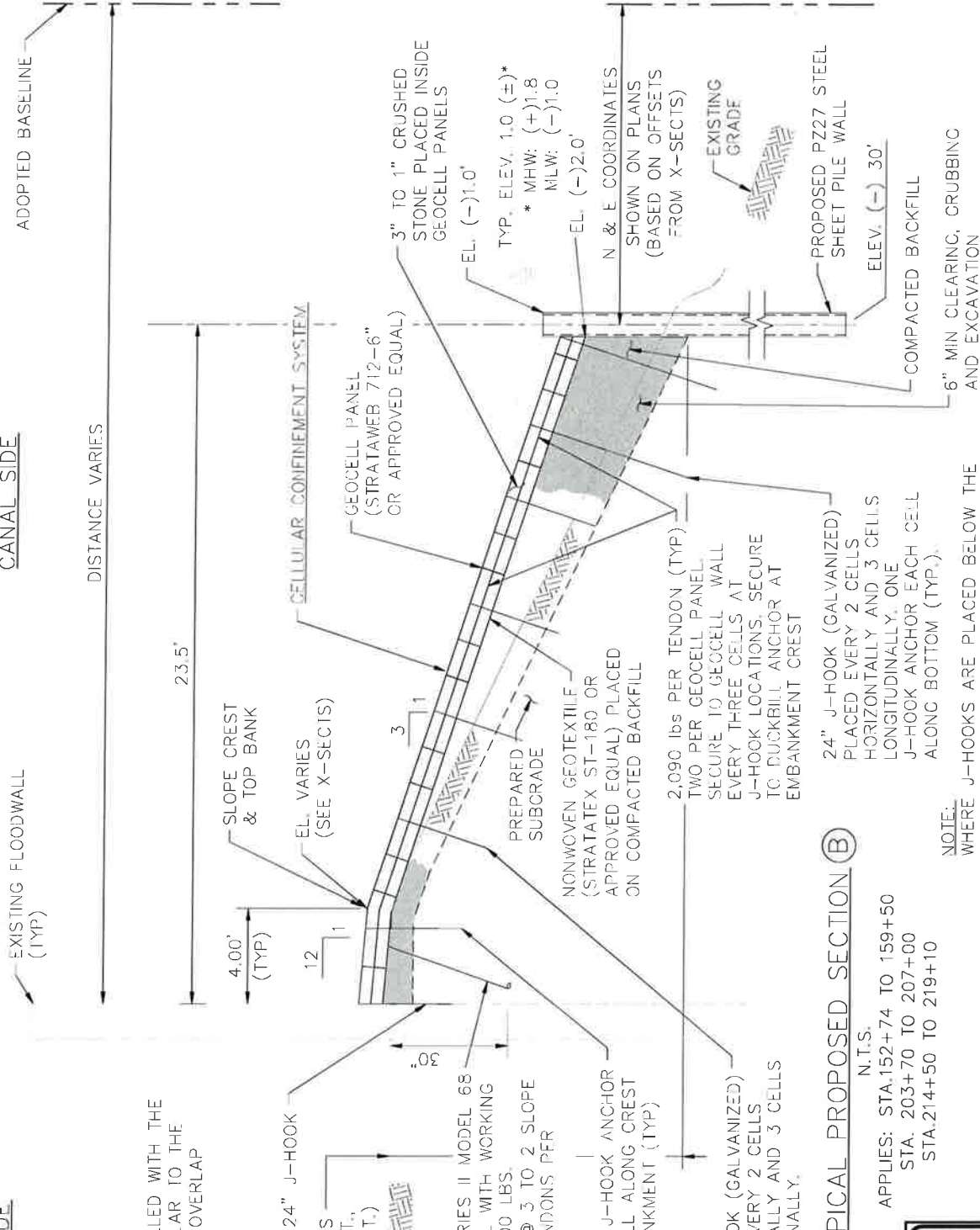
## PRELIMINARY

FOR PERMIT PURPOSES ONLY

EVANS-GRAVES ENGINEERS, INC.  
P. STEPHEN LUNDGREN, JR., P.E.  
LA. REG. No. 28222

## NOTE:

J-HOOKS ARE PLACED BELOW THE WATER SURFACE; LENGTH OF THE J-HOOKS SHOULD BE DOUBLED TO 48" (MIN. LENGTH)



# LAND SIDE

## CELLULAR CONFINEMENT SYSTEM

GEOCELL PANEL  
(STRATAWEB 712-6" OR APPROVED EQUAL)

3" TO 1" CRUSHED STONE  
PLACED INSIDE GEOCELL PANELS

NONWOVEN GEOTEXTILE  
(STRATATEX ST-180 OR  
APPROVED EQUAL) PLACED  
ON COMPACTED BACKFILL

24" J-HOOK

PREPARED  
SUBGRADE

THREE J-HOOK ANCHOR EACH  
CELL ALONG THEORETICAL  
CREST OF EMBANKMENT (TYP)

6" MIN. CLEARING,  
GRUBBING AND  
EXCAVATION

48" J-HOOK (GALVANIZED)  
PLACED EVERY 2 CELLS  
HORIZONTALLY AND 3 CELLS  
LONGITUDINALLY.

EXISTING FLOODWALL  
(TYP)

8'

12

EL. 3.0

COMPACTED  
BACKFILL

TYP. FLEV. 1.0 (±)

\* MHW: (+)1.8  
MLW: (-)1.0

EL. (-)2.0'

PROPOSED PZ27 STEEL  
SHEET PILE WALL

ELEV. (-) 30'

# CANAL SIDE

DISTANCE VARIES

ADOPTED BASELINE

## NOTE:

GEOTEXTILE SHALL BE INSTALLED  
WITH THE ROLL DIRECTION  
PERPENDICULAR TO THE SLOPE  
CREST W/3' MINIMUM OVERLAP  
BETWEEN ADJACENT PANEL

## TYPICAL PROPOSED SECTION C

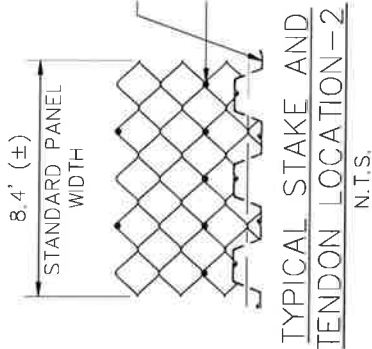
N.T.S.

APPLIES: STA. 159+50 TO 203+70

## PRELIMINARY

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LA. REG. NO. 28222





TYPICAL STAKE AND  
TENDON LOCATION-2  
N.T.S.

8.4' (±)  
STANDARD PANEL  
WIDTH

24" J-HOOK IN  
EACH CELL ALONG  
SLOPE CREST (TYP)

SHEEPILE WALL

24" J-HOOK IN EACH CELL ALONG  
SLOPE CREST (TYP)

SECURE TENDON TO DUCKBILL ANCHOR  
(OR APPROVED EQUAL) (TYP)

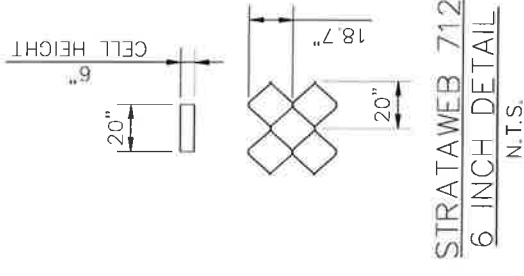
J-HOOK PLACED IN  
2 HORIZONTAL BY 3  
LONGITUDINAL PATTERN

TWO (2) TENDON HOLES  
PER PANEL. TWO (2)  
TENDONS EACH PER  
STANDARD PANEL WIDTH  
WITH 2,090 LB  
(MIN) BREAK STRENGTH

CONTRACTOR SHALL REMOVE PORTIONS  
OF GEOCELL PANEL WHEN BEING PLACED  
AROUND CONCRETE LIGHT BASE, EXISTING  
DRAIN LINES, OR OTHER VERTICAL  
OBSTRUCTIONS WHEN ENCOUNTERED.

J-HOOKS ARE TO BE PLACED OVER PANELS  
SURROUNDING OBJECT. ALL TO BE INCLUDED  
IN THE COST OF INSTALLATION OF THE  
GEOCELL PANELS

TYPICAL STAKE AND  
TENDON LOCATION  
N.T.S.



STRATAWEB 712  
6 INCH DETAIL  
N.T.S.

6"  
CELL HEIGHT

20"

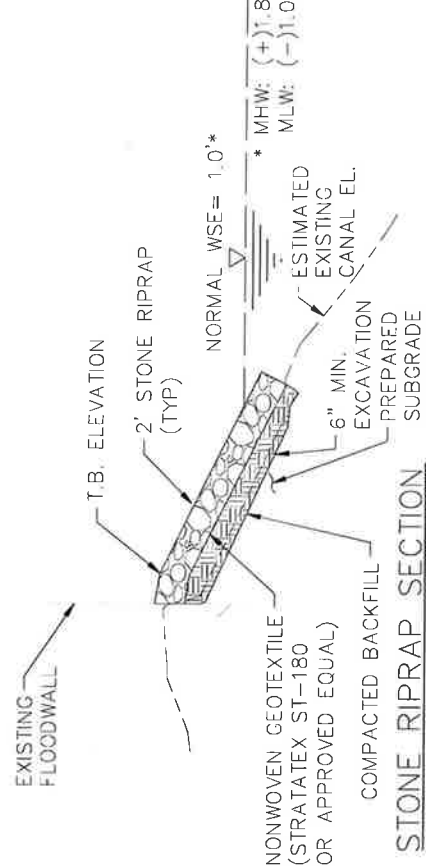
18.7"

24" (MIN.) OR 48"  
J-HOOK LENGTH

GRADE 40 #3  
REBAR GALVANIZED  
PER ASTM A-123

J-HOOK DETAIL  
N.T.S.

\* USE 48" IN AREAS  
AT OR BELOW ELEV. 1.0



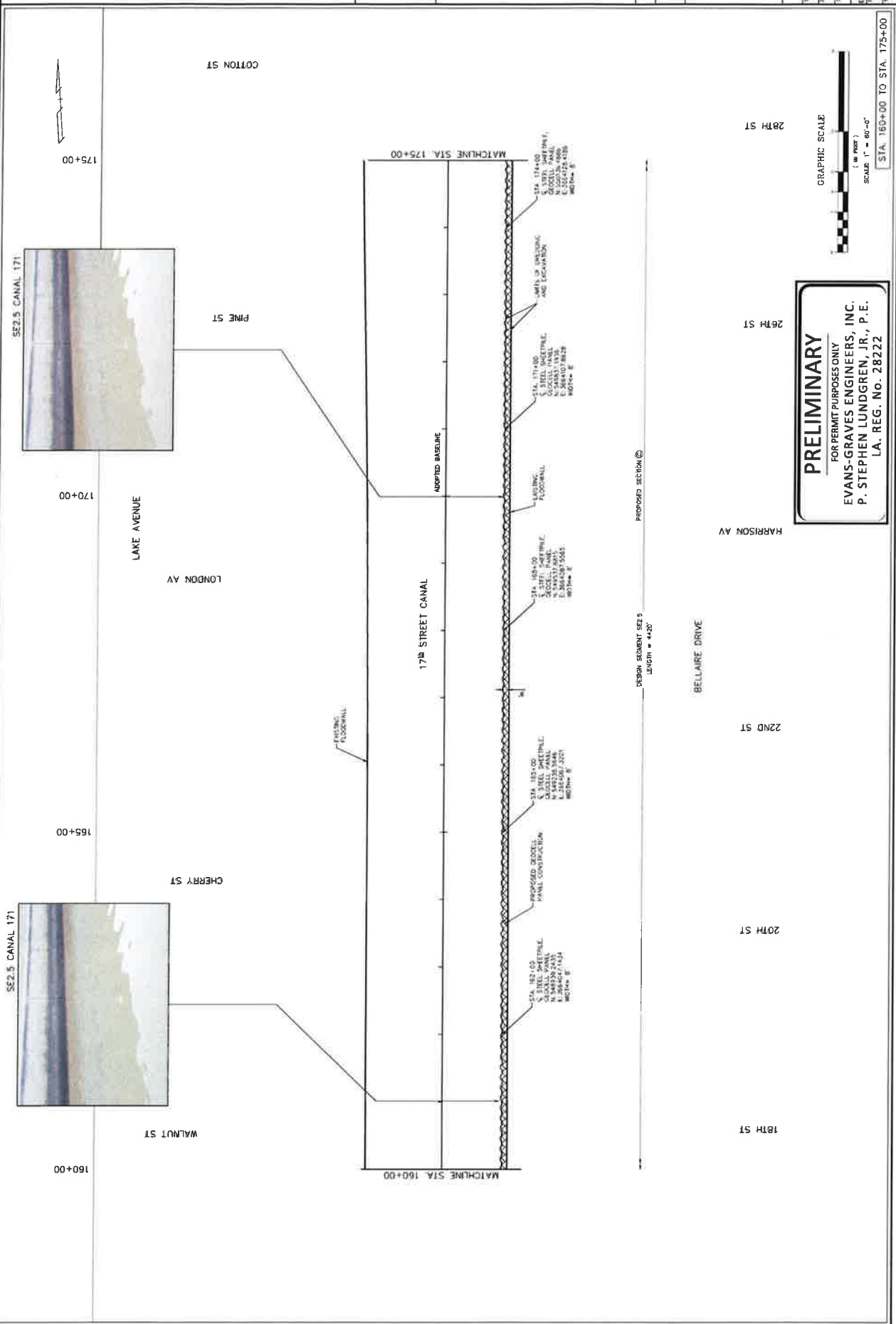
STONE RIPRAP SECTION  
N.T.S.

STA. 148+34 TO 148+60  
STA. 207+00 TO 207+20  
STA. 214+30 TO 214+50  
STA. 219+10 TO 219+30

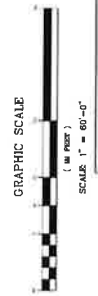
NOTE: J-HOOKS ARE PLACED BELOW THE  
WHERE WATER SURFACE, LENGTH OF THE J-HOOKS  
SHOULD BE DOUBLED TO 48" (MIN. LENGTH)

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P. STEPHEN LUNDGREN, JR., P.E.  
LA. REG. No. 28222





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 LA. REG. NO. 28222



STA. 160+00 TO STA. 175+00









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P. STEPHEN LUNDGREN, JR., P.E.  
LA. REG. No. 28222





DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT  
7400 LEAKE AVENUE  
NEW ORLEANS, LA 70118-365

June 1, 2022

CEMVN  
Regulatory Division

SUBJECT: Programmatic General Permit

A PROGRAMMATIC GENERAL PERMIT  
FOR USE IN THE NEW ORLEANS DISTRICT  
WITHIN THE BOUNDARIES OF THE LOUISIANA COASTAL ZONE

Under authorization granted by applicable sections of Parts 320 through 332 of Title 33, Code of Federal Regulations, and delegated authority from the Commander, US Army Corps of Engineers, the District Commander at New Orleans has determined that it is in the public interest to extend the programmatic general permit (PGP) to authorize those activities that result in minimal adverse impacts within the boundaries of the Louisiana Coastal Zone, as specified by the terms and conditions of this PGP.

Specific Legislation requiring Department of the Army permits for work of this nature:

Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403).

Section 404 of the Clean Water Act (33 USC 1344).

Waters of the United States are defined in Part 328 of Title 33, Code of Federal Regulations.

Special aquatic sites means wetlands, mudflats, vegetated shallows, coral reefs, sanctuaries and refuges, and riffle and pool complexes, as defined at 40 CFR 230.40 through 230.45.

This PGP does not authorize dams in navigable waters of the United States pursuant to Section 9 of the Rivers and Harbors Act of 3 March 1899 (33 USC 401) or transportation of dredged material for ocean disposal pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act (33 USC 1413).

GENERAL EXCLUSIONS

I. The following work will not be eligible under this PGP. Applications for this work will be processed in accordance with 33 CFR Part 325:

- (1) Work outside the boundaries of the Louisiana Coastal Zone.



(2) Activities which are not covered under the Louisiana Coastal Resources Program as implemented by the Louisiana Department of Natural Resources, Office of Coastal Management (LDNR, OCM).

(3) No activity is authorized under this PGP which may adversely affect the continued existence, or which will destroy or adversely modify the critical habitat, of a threatened or endangered species, or a species proposed for such a designation, as identified under the Federal Endangered Species Act.

(4) Work or structures within 1,500 feet of any mainline flood control and hurricane damage risk reduction levees, structures, etc. constructed and/or maintained with federal funds without prior coordination with, and the concurrence from, CEMVN. Work that might alter US Army Corps of Engineers Civil Works projects will not qualify for this general permit until Permission pursuant to 33 USC 408 is granted by the District Commander.

(5) Structures or work in or that would impinge upon the value (habitat, hydrology, etc.) of any National Wildlife Refuge, National Forest, areas administered by the National Park Service of the US Department of the Interior, areas administered by the Louisiana Departments of Natural Resources or Wildlife and Fisheries, or other similar publicly held areas administered by federal, state, or local governmental authority unless special permission from these agencies is submitted during the review of, or with, the application for this general permit.

(6) Projects of national or individual concern. This exclusion is invoked on a case-by-case basis and represents, a special class of projects that receive particular attention in Corps decisions on whether to exercise the discretionary authority to require individual applications for work that otherwise meets all of this permit's conditions. While a precise definition is not possible, this category of work normally includes, but is not limited to, the following examples: projects that could cause an unreasonable interference with navigation; significant wetland fills; major power plants, shipping facilities and oil refineries; major commercial, residential or industrial developments; and work that could adversely affect habitats important to migratory birds, endangered or threatened species, estuarine-dependent fishes and shellfishes, or other species of high federal interest; or historic, cultural or archaeological sites listed in the National Register of Historic Places or sites listed in the National Registry of Natural Landmarks; or specific activities for which agencies request, and provide justification for, the requirement of an individual permit review.

(7) The PGP does not authorize dredging or the deposition of dredged and/or fill material for construction of oilfield access roads, drilling locations, pits, ring levees, and associated facilities in jurisdictional waters of the U.S. including wetlands, within the Atchafalaya Basin (as defined by USGS Hydrologic Unit Code: 08080101).

II. The following activities will likely be excluded for consideration under this PGP:

- a. Work within 1 mile of offshore navigation fairways and anchorages
- b. Commercial sand dredging in the Mississippi River

- c. Barge fleeting
- d. Mid-stream transfer facilities in the Mississippi River
- e. Channel ward extensions of existing facilities in federally maintained waterways
- f. Waterway closures (excluding plugs in abandoned canals)
- g. New marsh management
- h. New water control structures (except open culverts sized and set to maintain natural flow)
- i. Contaminated sediment excavation and/or disposal, including but not limited to such activities proposed in Harvey Canal and Calcasieu River
- j. Activities that would adversely impact environmentally sensitive areas (e.g., barrier islands, bird rookeries, coral reefs, seagrass beds, etc.)
- k. Activities adversely affecting Coastal Wetlands Planning, Protection and Restoration Act (PL 646) projects
- l. Projects which would impact the hydrology of adjacent wetlands such that the acreage criteria established in this permit are exceeded

## INCLUSIONS

### Category I Activities

What follows is a listing of activities which fall under Category I. The format of this general permit has been designed so that all similar activities have been grouped together where the purpose and the nature of that impact is similar. These activities are further limited, **unless otherwise noted**, by the acreage being impacted. CEMVN will verify qualification of specific activities for Category I authorization. The procedures for properly applying for and obtaining approval are found in the section of this document entitled 'Reporting/Acknowledgment Procedures'.

For the purposes of this permit, the acreage limitations established include the area flooded, drained, filled, or excavated, unless otherwise indicated. For activities to comply with Category I, they cannot cause the loss of greater than 0.5 of an acre of special aquatic sites.

- 1. Oil and gas activities including shell pads for drilling activities, exploration and production structures or extensions thereof, new channels or slips less than 0.5 of a mile in length in open water, and other related activities.
- 2. Survey activities not including 3D seismic activities.
- 3. Flowlines/pipelines 25,000 linear feet or less in length. Includes minor activities associated with pipeline abandonment.
- 4. Hazardous condition response activities. For purposes of this general permit, a hazardous condition is a situation which would result in an imminent safety and/or environmental hazard, loss of property, or immediate economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time period needed to

process the application. Applicants will submit sufficient information to document the hazardous condition and scope of work. This authorization is conditional. Within 30 days of the authorization, permittees will be required to submit an application for any work performed, or needed to be performed, to rectify the hazardous situation. The application will be processed in the appropriate manner. Alternatively, if the structures and/or fill installed to remediate the hazard are no longer necessary, the permittee must submit a site restoration plan for review and authorization by CEMVN. Restoration plans must be implemented within 30 days of receipt of CEMVN concurrence, unless otherwise specified (**acreage limits for the initial request do not apply**).

5. Dredging of existing waterbodies. Excavation cannot exceed 40,000 cubic yards of material.
6. Maintenance of existing structures and fill provided the structures or fill are not put to uses differing from those uses specified or contemplated for it. The activity must be the repair, rehabilitation or replacement of a currently serviceable structure or fill. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction. This does not include maintenance dredging or beach restoration.
7. Miscellaneous structures including mooring buoys and aids to navigation which are approved by and installed in accordance with the requirements of the U.S. Coast Guard.
8. Scientific measuring devices. Devices to measure and record scientific data such as staff gauges, tide gauges, water quality testing, etc.
9. Sealed forms or cells for pile supported structures.
10. Single piles, pile clusters.
11. Trenasse (pirogue ditch) maintenance. The maximum width of the trenasse shall not exceed 6 feet with a maximum depth of 3 feet.
12. Minor road crossings. Placement of fill for a road, including the placement of culverts provided bank full flow is maintained. Includes cattle crossings.
13. Bank stabilization. Activity may not exceed 200 feet in length and greater than 1 cubic yard per linear foot of fill placement below the plane of the ordinary highwater mark or mean high water line whichever applies.
14. Erosion Protection and Restoration along public highways which parallels or is adjacent to waterbody, up to one mile in length provided the work is performed by LA DOTD, parish or municipal highway department. No dredging is authorized (except that material which has sloughed from the embankment), bulkheads must be placed at the existing bank line, and work may include revetment and fill to repair and maintain existing bridge

sites.

15. Wharves, piers, and similar structures, structures in manmade canals, small boat slips, boat ramps, and associated fill and appurtenances. Structures may neither exceed 600 square feet in area, nor extend channel ward more than 10 percent of the waterway bank-to-bank distance, nor cause unreasonable interference to navigation. Boat slips/ramps up to 30 feet by 15 feet in area.
16. Artificial reefs constructed for the purpose of enhancing fishing opportunities.
17. Categorical Exclusions: Activities which are undertaken, funded, authorized, regulated, or financed, in whole or in part, by another federal agency or department where that agency or department has determined, pursuant to the Council on Environmental Quality Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act, that the activity work or discharge is categorically excluded from environmental documentation because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment, and the Office of the Chief of Engineers has been furnished notice of the agency's or department's application for the categorical exclusion and concurs with that determination.
18. Work not specifically excluded which clears, grades, fills or excavates no greater than 0.5 of an acre of special aquatic sites, as deemed applicable by CEMVN.

### Category II Activities

What follows is a listing of all of the activities which fall under Category II. The format of this general permit has been designed so that all similar activities have been grouped together where the purpose and the nature of that impact is similar. These activities are further limited, **unless otherwise noted**, by the acreage being impacted. For activities to comply with Category II the impact is limited as follows:

Non-oil and gas related activities may result in the loss of no greater than 2.0 acres of tidal or 3.0 acres of non-tidal, special aquatic sites. Oil and gas related activities may result in the loss of no greater than 3.5 acres tidal or non-tidal special aquatic sites.

1. Oil and gas activities, including board roads, ring levees, exploration and production structures or extensions, new oil and gas canals and slips, parallel/perpendicular slips, etc.
2. Seismic surveys (**acreage limits do apply**).
3. Any flowlines, pipelines and utility lines up to 50,000 linear feet in length, and all aerial transmission lines. Must utilize the least damaging, practicable route and construction method, otherwise an individual permit will be required. Power transmission lines must

comply with regulations found at 33 CFR Part 322.5(i).

4. Cleanup of hazardous and toxic waste. For toxic and hazardous waste, the activity must be sponsored by a government agency with established legal or regulatory authority or be court ordered (**acreage limits do not apply**).
5. Oil spill cleanup. Activities will be subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR Part 300), and work must be done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR part 112.3. Work must also comply with any State Contingency plan and the Regional Response Team must concur with the action (**acreage limits do not apply**).
6. Dredging of existing waterbodies. Excavation cannot exceed 100,000 cubic yards of material (volume limits do not apply to activities being conducted for the purpose of wetland restoration, and; up to 250,000 cubic yards allowed for removal of silt accumulations around existing docks, barge fleets and mooring areas in the Mississippi River with disposal beyond the minus 55-foot contour).
7. Outfall structures. Provided the effluent is in compliance with regulations issued under the National Pollutant Discharge Elimination System (Section 402 of the Clean Water Act).
8. Wharves, piers, and similar structures, structures in manmade canals, small boat slips, boat ramps, and associated fill and appurtenances. Structures may exceed 600 square feet in area, but may neither extend channel ward more than 20 percent of the waterway bank-to-bank distance, nor cause unreasonable interference to navigation. Boat slips/ramps up to 60 feet by 25 feet in area.
9. Erosion Protection and Restoration along public highways which parallels or is adjacent to waterbody, one mile in length and greater provided the work is performed by the LA DOTD, parish or municipal highway department. No dredging is authorized (except that material which has sloughed from the embankment), bulkheads must be placed at the existing bank line, and work may include revetment to repair and maintain existing bridge sites.
10. Bank stabilization. Activities that are greater than 200 linear feet in length, but do not exceed 500 linear feet, or where fill placement exceeds 1 cubic yard per running foot below the plane of the ordinary highwater mark or mean high water line whichever applies. District Engineer may grant a waiver to this limitation for proposed activities up to 1000 feet if determined to have minimal individual and cumulative adverse environmental effect.
11. Categorical Exclusions. Activities which are undertaken, funded, authorized, regulated, or financed, in whole or in part, by another federal agency or department where that agency or department has determined, pursuant to the Council on Environmental Quality

Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act, that the activity work or discharge is categorically excluded from environmental documentation because it is included within a category of actions which neither individually or cumulatively have a significant effect on the human environment, and the Office of the Chief of Engineers has been furnished notice of the agency's or department's application for the categorical exclusion and concurs with that determination.

12. Small weirs, flumes and similar scientific measuring devices provided aquatic organism movement is minimally impeded.
13. Wetland restoration and creation activities. Activities specifically designed which have a beneficial effect on wetlands and/or aquatic resources, as determined applicable by CEMVN. Limits on the volume of dredged material and acreage of fill area do not apply. Mitigation banks/areas excluded.
14. Work not specifically excluded which clears, grades, fills or excavates no greater than 2.0 acres of tidal, or 3.0 acres of non-tidal, special aquatic sites, as determined applicable by CEMVN.

#### REPORTING/ACKNOWLEDGMENT PROCEDURES

##### A. COMPLETE APPLICATION

Requests for authorization under the PGP require the applicant to submit an application to the DNR, OCM; **an electronic version of the application can be found at** <http://www.dnr.la.gov>. The applicant's submittal must include a fully completed joint application form and project plans showing all work for which a permit is being requested. LDNR, OCM will electronically forward the application to CEMVN.

A "**complete**" application consists of the following:

- (1) A completely filled out joint on-line application form.
- (2) Vicinity Map - You may use an existing road map or U.S. Geological Survey topographic map. This map should include:
  - (i) Location of activity site (draw an arrow showing the exact location of the site on the map).
  - (ii) Latitude, longitude, and section, township and range, if known.
  - (iii) Names, descriptions and location of landmarks.

- (iv) Name of and distance to nearest town, community, or other identifying locations, including parish.
  - (v) Names or numbers of all roads in the vicinity of the site.
  - (vi) North arrow.
  - (vii) Appropriate dimensions (length x width x depth) or drawings to scale.
- (3) Plan view and cross section drawings of the proposed work which include:
- (a) Primary dimensions of the activity.
  - (b) Appropriate dimensions (length x width x depth) or drawings to scale.
  - (c) Volume (cubic yards), source, and type of dredged/fill material(s).
  - (d) Mean low and highwater marks.
- (4) A statement that the proposed project is consistent with the approved state coastal zone management program.

For the following application types to be considered "complete", additional information may be required:

- 1) New oil/gas well or reinjection well applications that would result in adverse impacts to special aquatic sites must have undergone an interagency Geologic Review Meeting. The least damaging practicable alternative identified therein may qualify for PGP authorization provided it complies with the criteria of the PGP.
- 2) Residential subdivisions or an individual single-family home within an existing subdivision must include a subdivision layout.
- 3) Activities on state operated wildlife management areas or federal refuges must include a written approval from the management area/refuge manager.
- 4) Projects where the permitted activity requires site restoration upon abandonment of the activity must include signed statements from the affected landowners that they have no objection to the required restoration and that they agree not to develop the restoration areas without prior approval from CEMVN.
- 5) Projects where a Corps jurisdictional determination is necessary in order to assess the potential impacts of the proposed work.

Proposals not considered "complete" will be placed "on-hold" until such time as **all** required information is obtained.

## B. PROCEDURE

### 1. Category I activities:

Within 10 working days of CEMVN receiving a complete application, it will determine whether the requirements of Category I are met and advise the applicant if the application is complete or if additional information is needed. CEMVN will finalize a permit decision upon completion of all requisite reviews.

### 2. Category II activities:

Within 10 working days of CEMVN receiving a complete application, it will notify the applicant that the project will be evaluated as a Standard Permit or forward a copy of the application and drawings to the National Marine Fisheries Service, US Environmental Protection Agency, and Louisiana Department of Wildlife and Fisheries for review. These agencies will have 5 working days to submit comments or request additional review time not to exceed 20 working days total. Concurrences may be forwarded to CEMVN via telephone or electronic mail, non-concurrences must be made in writing with an information copy sent to the applicant which includes a description of the impact(s) considered to be more than minimal\*. Lack of a response from these resource agencies within the appropriate time frame will be considered as no objection or no position by those agencies.

To the extent practicable and subject to completion of all requisite reviews within 15 days thereafter, CEMVN will either:

- a) issue an authorization letter (with any necessary special conditions), to the permittee, or;
- b) issue an authorization letter with modifications as recommended by the resource agencies or CEMVN, or;
- c) issue a notice to the applicant that the project will be evaluated as a Standard Permit.

To the extent practicable, LDNR, OCM will be notified at the same time the applicant is notified of CEMVN's determination in all of the above situations.



\* CEMVN's non-concurrence with the reviewing resource agencies objections and/or recommendations will be made in writing by the District Commander (or his designee) to the respective agency.

### C. MITIGATION

Appropriate compensatory mitigation will be required for unavoidable adverse impacts which remain after all appropriate and practicable minimization has been attained. The objective of compensatory mitigation is to replace wetland functions, values and services impacted by implementation of the permitted activity. Compensatory mitigation may include, but is not limited to, contracting with a mitigation bank to provide the credits to fully offset the impact; acquisition of credits from the Louisiana Department of Natural Resources' In-lieu Fee Program for the creation, restoration or enhancement of wetlands, or; the permittee's implementation of a wetland mitigation project determined to be acceptable by CEMVN and LDNR, OCM (i.e., permittee responsible mitigation).

CEMVN is obligated to ensure the appropriateness and adequacy of compensatory mitigation in accordance with the 2008 Final Rule on Compensatory Mitigation for Losses of Aquatic Resources, 33 CFR Part 332 and 40 CFR Part 230. CEMVN recognizes that although the State supports a goal of achieving no net loss of coastal wetlands as specified in the April 1997 Louisiana Coastal Wetlands Conservation Plan, differences in regulations and policies promulgated by the state and federal programs may not facilitate alignment of compensatory mitigation requirements in all instances. When CEMVN determines potentially affected resource values to be of sufficient concern so as to ensure the compliance of a prospective PGP with Corps mitigation policy, CEMVN will coordinate such findings with LDNR, OCM with the intent to implement compensatory mitigation requirements that are consistent with state and federal regulations. Should CEMVN and LDNR, OCM achieve concurrence on compensatory mitigation requirements, CEMVN will finalize the decision on the PGP accordingly. In the event concurrence on the compensatory mitigation requirement is not achieved, CEMVN will either stipulate its compensatory mitigation requirements in the PGP authorization or pursue evaluation of the activity in accordance with Standard Permit application procedures, whichever is appropriate. Although it is recognized that the complexity of compensatory mitigation coordination may increase process time, CEMVN will adhere to the procedural timeframe defined above to the extent practicable.

CEMVN also recognizes the interest of the State in locating compensatory mitigation for those actions located outside the Louisiana Coastal Zone, but within the Louisiana Coastal Wetlands Conservation Plan Area (LCPA), within the LCPA. CEMVN is committed to facilitate mitigation site selection within the LCPA to the extent that adherence to Corps national mitigation policy is not compromised.

CEMVN and LDNR, OCM will assess mitigation performance instituted pursuant to PGP implementation as needed, or when requested by either agency.

#### D. GENERAL CONDITIONS

1. Activities authorized under this general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single and complete project shall be treated together as constituting one single and complete project. All planned phases of multi-phased projects shall be treated together as constituting one single and complete project. This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.
2. No activity is authorized under this general permit which may adversely affect significant cultural resources listed or eligible for listing in the National Register of Historic Places until the requirements for Section 106 of the National Historic Preservation Act are met. Upon discovery of the presence of previously unknown historic and/or prehistoric cultural resources, all work must cease and the permittee must notify the State Historic Preservation Office and the Corps of Engineers (CEMVA). We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places. The authorization is suspended until it is determined whether or not the activity will have an adverse effect on cultural resources. The authorization may be reactivated or modified through specific conditions if necessary, if it is determined that the activity will have no adverse effect on cultural resources. The Programmatic General Permit (PGP) authorization will be revoked if it is determined that cultural resources would be adversely affected, and an individual permit may be necessary.
3. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area, unless the activity's primary purpose is to block or impound water.
4. If the **authorized** activity involves the installation of aerial transmission lines, submerged cable, or submerged pipelines across navigable waters of the United States the following is applicable:

The National Ocean Service (NOS) has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Your notification of completion must include a drawing which certifies the location and configuration of the completed activity (a certified permit drawing may be used). Notification to NOS will be sent to the following address: National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282.

5. For pipelines under an anchorage or a designated fairway in the Gulf of Mexico the following is applicable: The NOS has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Within 30 days of completion of the pipeline, 'as built' drawings certified by a professional engineer registered in Louisiana or by a registered surveyor shall be furnished to this office, the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, and to the Director, National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282. The plans must include the location, configuration and actual burial depth of the completed pipeline project.
6. All activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (PL 92-500:86 Stat 816), or pursuant to applicable state and local laws.
7. Substantive changes to the Louisiana Coastal Resources Program may require immediate suspension and revocation of this permit in accordance with 33 CFR 325.7.
8. Irrespective of whether a project meets the other conditions of this permit, the Corps of Engineers retains discretionary authority to require an individual Department of the Army permit when circumstances of the proposal warrant this requirement.
9. Any individual authorization granted under this permit may be modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.
10. CEMVN may suspend, modify, or revoke this general permit if it is found in the public interest to do so.
11. Activities authorized under the PGP must comply with all other necessary federal, state, and/or local permits, licenses, or approvals. Failure to do so would result in a violation of the terms and conditions of the PGP.
12. The permittee shall allow the District Commander or his authorized representative(s) or designee(s) to make periodic inspections of the project site(s) at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

13. This general permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations nor does it obviate the requirements to obtain state or local assent required by law for the activity authorized herein.

14. In issuing authorizations under this permit, the federal government will rely upon information and data supplied by the applicant. If, subsequent to the issuance of an authorization, such information and data prove to be false, incomplete, or inaccurate, the authorization may be modified, suspended, or revoked, in whole or in part.

15. For activities resulting in sewage generation at the project site, such sewage shall be processed through a municipal sewage treatment system or, in areas where tie-in to a municipal system is not practical, the on-site sewerage system must be approved by the local parish sanitarian before construction

16. Any modification, suspension, or revocation of the PGP, or any individual authorization granted under this permit, will not be the basis for any claim for damages against the United States.

17. Additional conditions deemed necessary to protect the public interest may be added to the general permit by the District Commander at any time. If additional conditions are added, the public will be advised by public notice. Individual authorizations under the PGP may include special conditions deemed necessary to ensure minimal impacts and compliance with the PGP.

18. The PGP is subject to periodic formal review by CEMVN and the Louisiana Department of Natural Resources, Office of Coastal Management (LDNR, OCM) in coordination with the Environmental Protection Agency, the National Marine Fisheries Service, and the Louisiana Department of Wildlife and Fisheries. Comments from reviewing agencies will be considered in determination as to whether modifications to the general permit are needed. Should the District Commander decide not to incorporate a change proposed by a reviewing agency, after normal negotiations between the respective agencies, the District Commander will explain in writing to the reviewing agency the basis and rationale for his decision.

19. CEMVN retains discretion to review the PGP, its terms, conditions, and processing procedures, and decide whether to modify, reissue, or revoke the permit. If the PGP is not modified or reissued within 5 years of its effective date, it automatically expires and becomes null and void.

20. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

22. You must install and maintain, at your expense, any safety lights, signs and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on your authorized facilities. Any inquiries concerning a U.S. Coast Guard Private Aids to Navigation marking determination may be directed to the Eighth Coast Guard District (dpw), Hale Boggs Federal Building, 500 Poydras St., Suite 1230, New Orleans, Louisiana 70130, at (504) 671-2330 or via email to: [D8oanPATON@uscg.mil](mailto:D8oanPATON@uscg.mil). For general information related to Private Aids to Navigation, you may visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>

23. If the authorized project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the Eighth Coast Guard District so that a Notice to Mariners, if required, may be prepared. Notification with a copy of this permit approval and drawings can be emailed to: [D8MarineInfo@uscg.mil](mailto:D8MarineInfo@uscg.mil), or mailed to the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Suite 1230, New Orleans, Louisiana 70130. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2118.

24. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party as described in General Condition 25 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

25. If you sell the property associated with this permit, you must provide this office with a copy of the permit and a letter noting your agreement to transfer the permit to the new owner and the new owner's agreement to accept the permit and abide by all conditions of the permit. This letter must be signed by both parties.

26. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. If your project involves dredging and/or placement of fill, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your activities with local floodplain ordinances, regulations or permits. Project designs and any associated drainage plans associated with the undertaking shall comply with all local Parish Government, Drainage Authority, Flood Plain Administrator, and/or other applicable agency requirements. Should it be determined by any of these agencies that the project is creating unnatural inundation conditions on adjacent properties, the permittee will be required to remediate the situation, as directed by these agencies. Should there be any changes required in

the project design, the permittee shall coordinate with this office to obtain a permit amendment and/or review and decision on the plans, prior to commencement of those alterations.

27. In issuing authorizations under this permit, the federal government does not assume any liability for: damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit, and; design or construction deficiencies associated with the permitted work.

28. All work shall be done in accordance with the approved plans and confined to the permitted work area(s) represented within the attached drawings. If the project requires modifications to the authorized plans, the permittee shall contact this office to obtain a permit amendment and/or review and decision on the plans, prior to commencement of those alterations. The permittee is responsible for ensuring that any contractors and/or workers associated with project construction and implementation, are equally aware of the authorized plans, conditions, and/or restrictions associated with this approval.

29. The permittee shall properly install adequate erosion/siltation control measures around construction areas that require land-based earthwork (i.e., excavation and/or deposition of fill materials, land contouring, machinery rutting, fill maneuvering and redistribution, etc.), to aid in preventing project related sediments, debris and other pollutants from entering adjacent wetlands or waters. Acceptable measures include but are not limited to the proper use and positioning of temporary silt fences, straw bales, fiber/core logs, wooden barriers, seeding or sodding of exposed soils, or other approved EPA construction site storm-water runoff control and best management practices. Control techniques shall be installed prior to the commencement of earthwork activities and maintained until the project is complete and/or the subject areas are stabilized.

#### E. AUTHORIZATIONS

No work may be performed under the PGP unless and until:

(1) CEMVN has reviewed the application and has issued a written authorization or, in exceptional cases, a verbal authorization.

(2) All required local, state and other federal permits, licenses, authorizations, and certifications are obtained. This includes, but is not limited to:

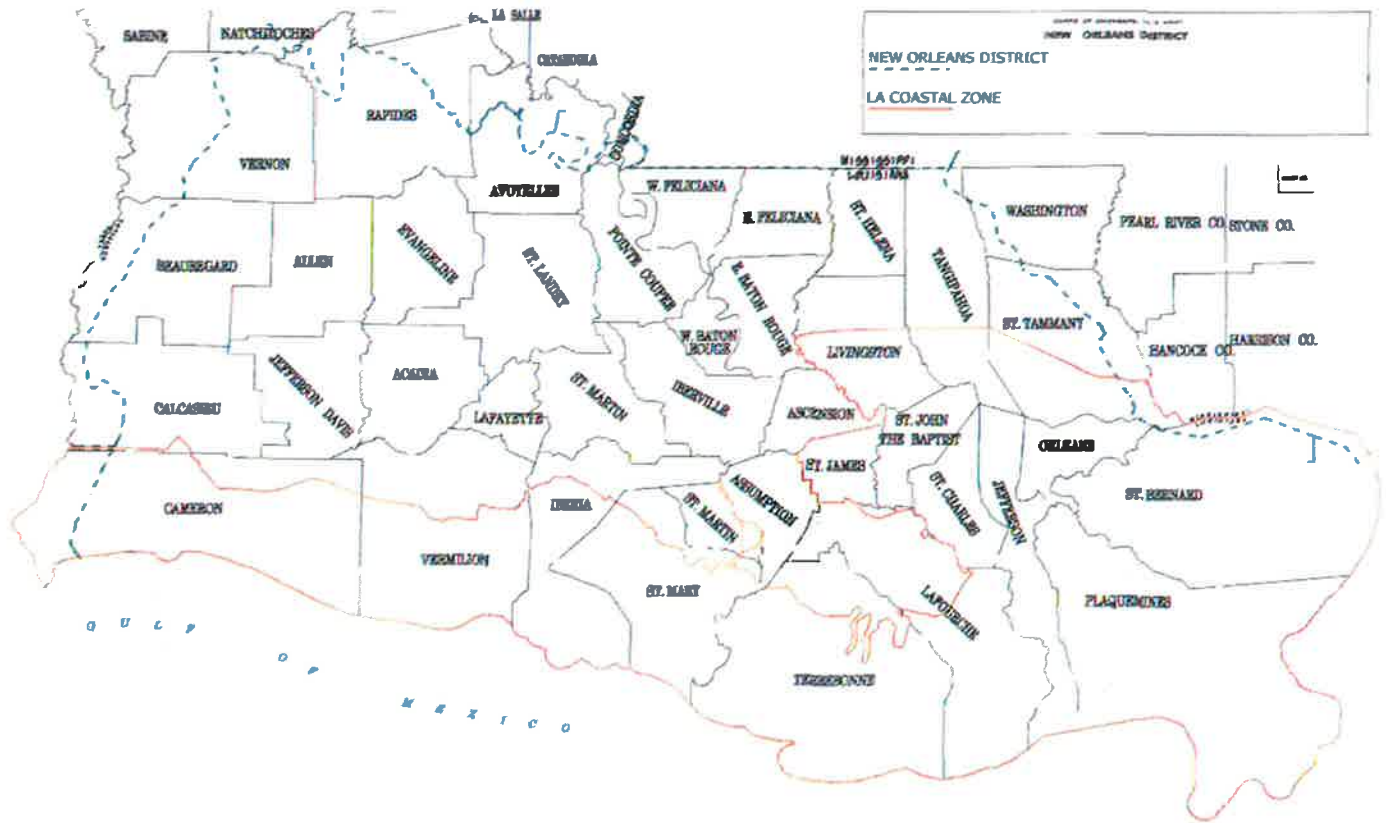
(a) A Coastal Use Permit, consistency determination, or finding of No Direct Significant Impact signed by the Secretary of the Louisiana Department of Natural Resources or his designee, and

The PGP expires on June 1, 2027, unless otherwise modified or reissued.

Individual authorizations granted to applicants under this PGP are valid for 5 years from the date of the authorization letter.

BY THE AUTHORITY OF THE SECRETARY OF THE ARMY:

Martin S. Mayer  
Chief, Regulatory Division





**DEPARTMENT OF THE ARMY PERMIT**

Permittee \_\_\_\_\_

Permittee No. \_\_\_\_\_

Issuing Office \_\_\_\_\_

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

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

Project Description:

Project Location:

Permit Conditions:

General Conditions:

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

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:  
☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).  
☐ Section 404 of the Clean Water Act (33 U.S.C. 1344).  
☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)
2. Limits of the authorization.
  - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.

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

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

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are limited to, the following:

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

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

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

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

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

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

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

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

\_\_\_\_\_  
(DISTRICT ENGINEER)

\_\_\_\_\_  
(DATE)

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

\_\_\_\_\_  
(TRANSFeree)

\_\_\_\_\_  
(DATE)

## **STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES**

During in-water work in areas that potentially support manatees, all personnel associated with the project shall be instructed and aware of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with, and injury to, manatee. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. Additionally, personnel shall be instructed not to attempt to feed or otherwise interact with the animal.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). To minimize potential impacts to manatees in areas of their potential presence, the permittee shall insure the following are adhered to:

- All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).
- If a manatee(s) is sighted in or near the project area, all vessels associated with the project shall operate at "no wake/idle" speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels shall follow routes of deep water whenever possible.
- If used, siltation or turbidity barriers shall be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.
- Temporary signs concerning manatees shall be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8½" X 11" reading language similar to the following: "CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8½" X 11" shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall read language similar to the following: "CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION".
- Collisions with, injury to, or sightings of manatees shall be immediately reported to the U.S. Fish and Wildlife Service's, Louisiana Ecological Services Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

## Stephen Lundgren

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**From:** Terry, Albert J Jr CIV USARMY CEMVN (USA) <Albert.J.Terry@usace.army.mil>  
**Sent:** Wednesday, August 9, 2023 2:21 PM  
**To:** permit@floodauthority.org  
**Cc:** CPRA; Powell, Amy E CIV USARMY CEMVN (USA); Stephen Lundgren; Ryan Foster; Chris Humphreys; Tramonte, Jarrod/BTR; Keith Meyer; Schott, Carrie G CIV USARMY CEMVN (USA); LaBorde, Brad P CIV USARMY CEMVN (USA)  
**Subject:** Revised LNO 2015-0071 for SLFPA-E-Outfall Canal Erosion Mitigation-Additional work on 17th Street Canal  
**Attachments:** USACE LNO - 6-3-19.pdf

Caution! This message was sent from outside your organization.

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Southeast Louisiana Flood Protection Authority-East (SLFPA-E),

Please reference our letter of no objection dated June 3, 2019, regarding a permit request from Evans-Graves Engineers, Inc., on behalf of your Office, concerning permission to construct erosion mitigation and control methods by placing compacted imported fill with geogrid material and crushed stone aggregate on the flood side of the Lake Pontchartrain East Return floodwall (17<sup>th</sup> Street Canal West floodwall), between baseline stations 0+00 and 119+00, 17<sup>th</sup> Street Canal East floodwall, between baseline stations 5+00 and 125+00, Orleans Canal Avenue West floodwall, between baseline station 34+00 and 121+00, Orleans Avenue Canal East floodwall, between baseline stations 35+00 and 122+00, London Avenue Canal West floodwall, between baseline stations 13+00 and 127+00, and London Avenue Canal East floodwall, between baseline stations 13+00 and 127+00, in Jefferson and Orleans Parishes, Louisiana.

Subsequently, we have received the attached email request dated October 3, 2022, from Evans-Graves Engineers, Inc., on behalf of your Office, requesting approval for revisions to their original plans for the work within the 17<sup>th</sup> Street Canal.

By email dated November 10, 2022, the applicant was advised to modify certain portions of the revised proposal to comply with our standard criteria, and to submit additional information for our further review. Subsequently, by email dated November 16, 2023, the applicant submitted the necessary additional information which has been reviewed and approved. Therefore, we have no objection to the issuance of a permit for the proposed work.

Please take this email as our Letter of No Objection for the project.

We have no objection to the revised request provided:

- a. The work is accomplished in accordance with the above referenced attached emails dated October 3, 2022, and November 16, 2023, vicinity map and drawings.
- b. The work is limited to the parts of the 17<sup>th</sup> Street Canal that run from Veterans Boulevard to Hammond Highway as outlined in the provided plans.
- c. All work equipment shall be demobilized and the construction area secured 5 days prior to anticipated landfall of any named hurricane or tropical storm along the Louisiana or Mississippi coast.
- d. Construction loadings due to equipment (or similar) shall not exceed those shown in the provided design for the requested permit.

e. Any damage to the floodwall, embankment, and/or bank resulting from the proposed work is repaired at the SLFPA-E expense.

e. That all provisions of our original letter of no objection dated June 3, 2019, not affected by this revision, remain in effect.

f. The applicant must provide written notification to this office of the construction timeline to include the proposed start and end dates. Additionally, the applicant must notify this office prior to commencement and upon completion of the work permitted herein.

If you have any questions, please contact me. Additionally, future correspondence concerning this project should reference our Letter of No Objection number 2015-0071. This will allow us to more easily locate records of previous correspondence, and thus provide a quicker response.

Please feel free to contact me if you have any questions.

Thanks,

Albert J. Terry Jr.  
Asst. Operations Manager, Completed Works  
Operations Division-CEMVN-ODS-W  
New Orleans District-Corps of Engineers  
7400 Leake Avenue  
New Orleans, LA 70118  
504-862-2311

**From:** Stephen Lundgren <slundgren@evans-graves.com>

**Sent:** Monday, October 3, 2022 5:18 PM

**To:** Powell, Amy E CIV USARMY CEMVN (USA) <Amy.E.Powell@usace.army.mil>; Terry, Albert J Jr CIV USARMY CEMVN (USA) <Albert.J.Terry@usace.army.mil>

**Cc:** Ryan Foster <rfoster@floodauthority.org>; Chris Humphreys <chumphreys@floodauthority.org>; Tramonte, Jarrod <Jarrod.Tramonte@jacobs.com>; Keith Meyer <kmeyer@evans-graves.com>

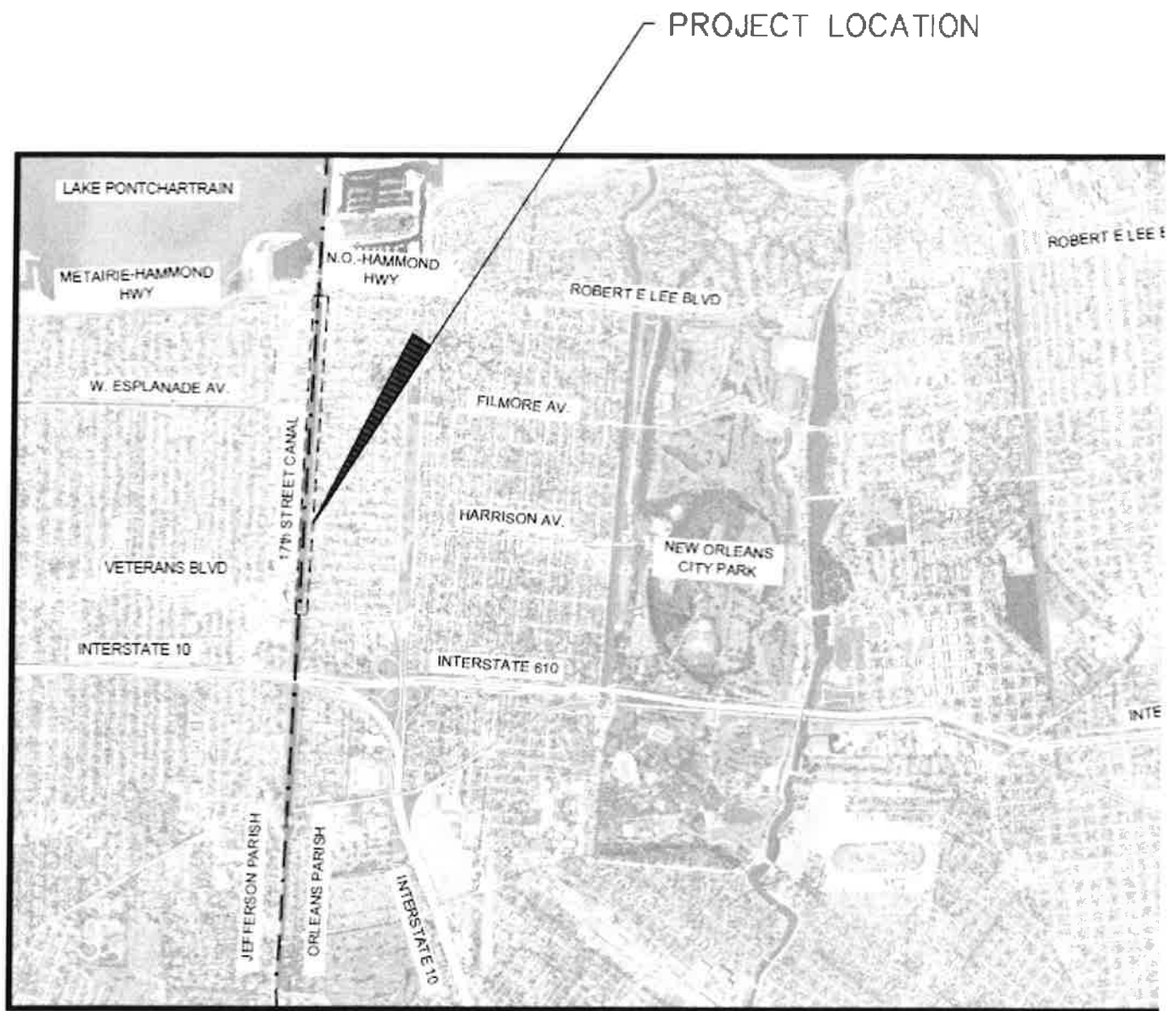
**Subject:** [Non-DoD Source] FW: LNO 2015-0071 for SLFPA-E-Outfall Canal Erosion Mitigation-Additional work on 17th Street Canal

Hello Amy and Albert –

We have an additional LNO request to submit to you, as part of the referenced Outfall Canal Erosion Mitigation work ongoing since 2015 on behalf of the SLFPA-East.

Attached for your reference please find the previous LNO for the 17<sup>th</sup> Street Canal portion of the referenced project, dated 6/3/2019. That work is now completed.

We are herewith making an additional request, seeking a Letter of No Objection for additional erosion mitigation work covering the portion of the 17<sup>th</sup> Street Canal that was not included in the 2019 work; namely, north of that project from Veterans Blvd. to Old Hammond Highway (see below Map), on the east (Orleans Parish) side of the Canal only. The west side of the Canal is already armored with riprap as recently placed by USACE and will not be modified or disturbed under this proposed project. The proposed work was omitted from the original LNO request in order to avoid potential conflicts during construction with ongoing work on the PCCP at that time.



LAYOUT MAP  
N.T.S.

Backup documentation related to this request consists of plan drawings and Geotech Analysis with input files, and is too large to e-mail. Please let me know the preferred method of file delivery (flash drive, Dropbox, Google Drive, etc.).

We appreciate your consideration and look forward to coordinating these efforts with you again.

Thanks again –  
Stephen Lundgren, Evans-Graves Engineers, Inc.

From: Swayze, Robert L III CIV USARMY CEMVN (US) [<mailto:Robert.L.Swayze@usace.army.mil>]  
Sent: Monday, June 03, 2019 4:48 PM  
To: Ryan Foster <[rfoster@floodauthority.org](mailto:rfoster@floodauthority.org)>; Stevan Spencer <[sspencer@floodauthority.org](mailto:sspencer@floodauthority.org)>; Derek Boese <[dboese@floodauthority.org](mailto:dboese@floodauthority.org)>  
Cc: Powell, Amy E CIV USARMY CEMVN (USA) <[Amy.E.Powell@usace.army.mil](mailto:Amy.E.Powell@usace.army.mil)>; Herr, Brett H CIV USARMY CEMVN (US) <[Brett.H.Herr@usace.army.mil](mailto:Brett.H.Herr@usace.army.mil)>; [CPRArequest@la.gov](mailto:CPRArequest@la.gov)  
Subject: No Objections for SLFPA-E - 17th Street Canal Erosion Mitigation 2015-0071 (UNCLASSIFIED)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CLASSIFICATION: UNCLASSIFIED

All,

We received a letter request dated February 2, 2015 from Evans-Graves Engineers, Inc. on behalf of The Southeast Louisiana Flood Protection Authority - East (SLFPA-E) concerning permission to construct erosion mitigation and control methods by placing compacted imported fill with geogrid material and crushed stone aggregate on the flood side of the Lake Pontchartrain East Return floodwall (17th Street Canal West floodwall), between baseline stations 0+00 and 119+00, 17th Street Canal East floodwall, between baseline stations 5+00 and 125+00, Orleans Avenue Canal West floodwall, between baseline station 34+00 and 121+00, Orleans Avenue Canal East floodwall, between baseline stations 35+00 and 122+00, London Avenue Canal West floodwall, between baseline stations 13+00 and 127+00, and London Avenue Canal East floodwall, between baseline stations 13+00 and 127+00, in Jefferson and Orleans Parish, Louisiana.

SLFPA-E was advised by letter dated April 6, 2015 to submit additional information for each reach of the proposed work within the three outfall canals. Subsequently, by letter dated April 11, 2018, additional information was submitted for the proposed work within the 17th Street Canal only. By the attached email dated June 27, 2018, partial approval for the proposed work within the 17th Street Canal with the exception of Reach 30 was issued. Additionally, by letters dated October 30, 2018 and January 11, 2019, additional information for the proposed work in 17th Street Canal, specifically Reach 30, was requested. That requested information via CH2M's Technical Memorandum dated March 1, 2019 was submitted, reviewed and approved. Therefore, we have no objections to the proposed work within the 17th Street Canal including Reach 30 provided:

1. The work is performed in accordance with the request letter dated April 11, 2018 and accompanying drawings and geotechnical report and in accordance with the Technical Memorandum dated March 1, 2019 and accompanying geotechnical report.
2. The sheet pile in Reach 30 is tipped at Elevation -25.0 feet or deeper.
3. Any damage to the pump station, floodwall, embankment, and/or bank resulting from the proposed work is repaired at SLFPA-E's expense.
4. Please note it is recommended that the rip rap be sized for any expected velocities within the canal.



5. Please note additional information was submitted to USACE via email dated February 12, 2019 for the proposed work within the Orleans Avenue Canal. That information is currently being reviewed and will be approved separately from this. Also note, additional information for the proposed work within the London Avenue Canal has not been submitted to date.

6. All stipulations in our attached partial approval dated June 27, 2018, not affected by this, remain in effect.

Our file number for the work within the 17th Street Canal is 2015-0071.

Thanks,

Robby Swayze, PE  
U.S. Army Corps of Engineers  
New Orleans District  
Operations Division - ICW  
504-862-2060

-----Original Message-----

From: Swayze, Robert L III CIV USARMY CEMVN (US) [mailto:Robert.L.Swayze@usace.army.mil]  
Sent: Wednesday, June 27, 2018 5:39 PM  
To: Felton Suthon <fsuthon@floodauthority.org>; sspencer@slfpae.com; rfoster@floodauthority.org  
Cc: Earl Kugelmann <ekugelmann@floodauthority.org>; Powell, Amy E CIV USARMY CEMVN (USA) <Amy.E.Powell@usace.army.mil>; CPRArequest@la.gov; Clement, Karen L CIV USARMY CEMVN (USA) <karen.l.Clement@usace.army.mil>  
Subject: Partial Approval/Request for Additional Information for SLFPA-E 15-071 (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

All,

We received a letter request dated February 2, 2015 from Evans-Graves Engineers, Inc. on behalf of Southeast Louisiana Flood Protection Authority - East (SLFPA-E) concerning permission to perform erosion mitigation and control methods by placing compacted imported fill with geogrid material and crushed stone aggregate on the flood side of the Lake Pontchartrain and Vicinity 17th Street Canal, Orleans Canal and London Canal floodwalls, at New Orleans, Louisiana, in Orleans Parish.

By letter dated April 6, 2015, our Office requested additional information for the proposed work. Subsequently, by letter dated April 11, 2018, SLFPA-E submitted additional information and analyses for the 17th Street Canal erosion mitigation work only which has been reviewed and partially approved.

PLEASE NOTE THE FOLLOWING ADDITIONAL INFORMATION IS REQUESTED: The east side of the 17th Street Canal at Reach 30 utilizes a sheet pile driven in the middle of the slope of the canal. The global stability analyses utilizes the reinforcing effect of the sheet pile. If cutting off a failure plane with a sheet pile, the sheet pile cut-off wall needs to be designed for this loading. An advanced numerical analysis

with a finite element or finite difference program capable of soil structure interaction will need to be performed. Design of the cut-off wall should be submitted for review.

SLFPA-E's proposed work is partially approved provided:

- a. The work is performed in accordance with the April 11, 2018 letter and accompanying geotechnical report and drawings.
- b. The west side of the 17th Street Canal between Veterans Highway and DPS 6 is approved for remediation work.
- c. With the exception of Reach 30, the east side of the 17th Street Canal between Veterans Highway and DPS 6 is approved for remediation by the proposed method of extending rip-rap at the bottom of the canal only. Extending rip-rap in Reach 30 is not approved.
- d. Please note remediation in Orleans Avenue Canal and London Avenue Canal is not approved.
- e. Any damage to the levees, floodwalls, pump stations and/or canal resulting from this work is repaired at the expense of SLFPA-E.

Please submit the requested additional information to our Office with a copy to CPRA.

Please be advised that the proposed project may require a Department of the Army (DA) permit under Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act. If a DA permit is required, it is SLFPA-E's responsibility to obtain such permit from the New Orleans District Regulatory Branch prior to the commencement of any work. The USACE point of contact in the New Orleans District Regulatory Branch is Mr. Brad Guarisco Brad.A.Guarisco@usace.army.mil. This letter of no objection does not constitute a response to a Section 404/10 permit application, if required.

Our file number for this is 15-071.

Thanks,

Robby

Robby Swayze, PE  
U.S. Army Corps of Engineers  
New Orleans District  
Operations Division - ICW  
504-862-2060

CLASSIFICATION: UNCLASSIFIED



Coastal Protection and  
Restoration Authority of Louisiana

# State of Louisiana

February 16, 2015

BOBBY JINDAL  
GOVERNOR

East Jefferson Levee District  
Board of Commissioners  
203 Plaque Court  
Harahan, LA 70123  
Attention: Ms. Becky Kingston

Orleans Levee District  
6920 Franklin Avenue  
New Orleans, LA 70122  
Attention: Mr. Gerard Gillen, III

## **PERMIT REQUEST** **FORM OF NO OBJECTION**

This Letter of No Objection is not a regulatory permit and does not authorize the implementation of any project without documented approval from all appropriate regulatory authorities.

**Permit Applicant:** Southeast Louisiana Flood Protection Authority East(SLFPA-E)

**Date of Request** 02-02-2015

**Agent:** Evans-Graves Engineers, Inc.

**Applicant's Request:** Approval to perform mitigation of outfall canal erosion for the 17th Street Canal, Orleans Avenue Canal, and London Avenue Canal as follows:

This project seeks to construct erosion mitigation and control methods via placement and compaction of imported fill material overlain with an anchored geogrid material with crushed stone aggregate on identified eroded sections of the referenced earthen outfall canals between interior pumping stations and the new outfall pumping stations on Lake Pontchartrain. The work will cover approximately 34,000-linear feet of canal in total. The closest work to the Pontchartrain Lakefront Floodwall will be located at a distance of approximately 650-feet. All of the geogrids will be located on the floodside of the canals starting at the foot of the floodwall and down to the edge of the water.

Request received by email on 2-2-2015. Additional information received by email on 2-11-2015.

**Project Location:** All work will take place along the floodside of the 17th Street Canal, Orleans Avenue Canal, and London Avenue Canal Floodwalls in Orleans and Jefferson Parishes, Louisiana.

17th Street Canal (project coordinates):.....	29° 59'	15.270"	, -90° 07'	27.400"
London Canal (project coordinates):.....	29° 59'	32.800"	, -90° 04'	05.740"
Orleans Avenue (project coordinates):.....	29° 59'	42.380"	, -90° 06'	03.920"

The above referenced request has been examined by Coastal Protection and Restoration Authority, and no objection is proffered for this request, provided:

1. This Letter of No Objection is only for stated work within or in the vicinity of the Levee District right-of-way, and must be accomplished in accordance with the details set forth in the applicant's request and the conditions contained herein. Any changes to the limits or scope of the proposed work must be submitted for additional review. The Levee District must be contacted in writing prior to commencement and at the end of activities. The applicant is responsible for obtaining and providing copies of any permits or lease agreements necessary from the U.S. Army Corps of Engineers, the U.S. Coast Guard, the Louisiana State Land Office, the Louisiana Department of Transportation and Development, the Louisiana Department of Natural Resources - Office of Coastal Management, the Louisiana Department of Wildlife and Fisheries, the Parish

Government and/or any other applicable agencies, as well as documented approval from the area landowner(s) prior to the initiation of the work. The applicant is responsible for adhering to the provisions of any existing permits. The proposed work must not restrict the Levee District's maintenance operations, or any potential flood fight activities at the levee, nor shall it obstruct or impede drainage, or create areas of standing water on the levee batture. The applicant must employ and maintain suitable erosion protection measures at the project site to the satisfaction of the Levee District. The applicant or owner must immediately notify the Levee District of any seepage or sand boils that occur during high water conditions. All materials associated with the proposed work must be removed from the area upon completion of the project and the area must be returned to its original state of existence or better. Any damage done to the levee, floodwall or other flood control structure, revetment, or surrounding project area, resulting from the proposed work must be repaired or replaced by the applicant. Should any change in the location of the existing levee, river, floodwall, drainage canal, waterway, or generally prevailing conditions in the vicinity, or should any changes in the area be required in the future, in the public interest, the applicant shall make such changes in the project as necessary. Any required changes or repairs shall be at the applicant's expense. This letter of no objection is offered with no opinion or approval of the design or engineering feasibility of the work.

2. That the applicant is responsible for maintaining the existing level of flood protection at all times to the satisfaction of the Levee District.

Yours very truly,



for Ignacio Harrouch, Operations Division Chief  
Coastal Protection and Restoration Authority of Louisiana

13914/bw/rd/ag

cc:

U.S. Army Corps Of Engineers-Levees  
Office Of Coastal Management  
Mr. Billy Wall

## **ADDENDA**

Insert if required

**END OF DOCUMENT**

END OF DOCUMENT