



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE TO BIDDERS

ST. TAMMANY PARISH

Sealed bids will be received by the Department of Procurement, until **2:00 p.m., Tuesday, August 13, 2024**, and then opened and read publicly at that time by the Procurement Staff for the following project:

Bid # 24-29-2 – Davis Canal Restoration

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the State Contractor's License Number of the Bidder (if the work is estimated at \$50k or more), the Bid Name and the Bid Number.

The project classification is:

Heavy Construction

This bid package is available online at www.bidexpress.com or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

A Non-Mandatory pre-bid meeting will be held at the Staff Conference Room, 3rd Floor, located at St. Tammany Parish Government Administrative Complex, 21454 (Building B) Koop Drive, Mandeville, LA 70471 on Friday, August 2, 2024 at 10:00 am.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at www.bidexpress.com.

Procurement Department

BID PROPOSAL

ST. TAMMANY PARISH
GOVERNMENT



BID PACKAGE FOR

DAVIS CANAL RESTORATION

BID NO.: 24-29-2

MAY 8, 2024

Section 01

Table of Contents

Section 01	Table of Contents
Section 02	Instructions to Bidders
Section 03	Summary of Work
Section 04	LA Uniform Public Work Bid Form Unit Price Form
Section 05	Affidavits, Louisiana (Pursuant to LSA-R.S. 38:2224, 38:2227 and 38:2212.10)
Section 06	Insurance Requirements
Section 07	Project Sign
Section 08	General Conditions
Section 09	Sample Corporate Resolution
Section 10	Sample Certificate of Insurance
Section 11	Sample Contract
Section 12	Federal Clauses
Section 13	Specifications
01025	Measurement and Payment
02881	Dredging
02890	Steel Sheet Piles
727	Mobilization
Section 14	Appendix Scenic River Permit Department of Army Permit
Section 15	Construction Drawings

Section 02

Instructions to Bidders

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the “Parish”).
3. The terms “he/his” and “it/its” may be used interchangeably.
4. The terms “Owner,” the “Parish,” and “St. Tammany Parish” may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is **One Hundred Twenty (120)**, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. **The Bidder’s signature on the “Louisiana Uniform Public Work Bid Form” will serve as acknowledgment of the Bidder’s receipt and understanding of the General Conditions as well as any Supplementary Conditions.**
7. ***If any additional work is performed by the contractor without written approval by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.***
8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor’s License Number of the Bidder (if work requires contractor’s license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.

12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
13. Only a Contractor licensed by the State to do the type of Work as indicated on the Notice to Bidders can submit a Bid. The Bidder's signature on the Bid Form certifies that he holds an active license under the provisions of Chapter 24 of Louisiana Revised Statutes Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.
14. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
15. A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.
16. Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the execution of the Contract.
17. A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
18. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
19. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
20. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder

is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.

21. Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.
22. Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.
23. It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.
24. Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.
25. Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not

furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

26. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
27. Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
28. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
29. When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or in conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
30. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
31. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
32. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
33. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

**St. Tammany Parish Government
Department of Procurement
21454 Koop Drive, Suite 2-F
Mandeville, LA 70471**

34. See Notice to Bidders for availability of Drawings, Specifications and Contract Documents via electronic methods.

35. The successful Bidder shall be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
36. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility and qualifications of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
37. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
38. Failure of the successful Bidder to execute the Contract and deliver the required Bonds within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
39. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
40. No surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
41. In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

42. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent,

- bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.
43. The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
 44. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
 45. The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of the Contract.
 46. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
 47. Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.
 48. Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
 49. The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
 50. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
 51. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
 52. Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.

53. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

54. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the Office of Risk Management.
55. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
56. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
57. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
58. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

59. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to Procurement@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.

Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
Bid Due Date	August 13, 2024	2:00 PM
Inquiry Deadline	August 2, 2024	2:00 PM
Addendum Deadline	August 8, 2024	2:00 PM

NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Bid Request.

60. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
61. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
62. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

63. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

Section 03

Summary of Work

I. Work to Include:

Dredging and sheet pile installation at the Davis Landing Canal at the intersection of the West Pearl River in Pearl River, Louisiana.

II. Location of Work:

Davis Landing Canal, Pearl River, Louisiana

III. Documents: Bid Documents dated May 8, 2024, and entitled:

Davis Canal Restoration

St. Tammany Parish Project No. DV21000096

Bid No. 24-29-2

IV. OTHER REQUIREMENTS (as applicable)

When not otherwise specified herein, all work and materials shall conform to the requirements of the Louisiana Department of Transportation and Development hereafter called LDOTD (2016 Edition of Louisiana Standard Specifications for Roads and Bridges).

This project is federally grant funded and therefore requires the Contractor to have a Unique Entity Identification number (UEI). The Contractor should submit with their response their UEI number. If the Contractor does not have a UEI already, then they must register at the below link before an award can be made.

<https://sam.gov/content/entity-registration>

Table 3.1

Liquidated Damages	
Original Contract Amount	Daily Charge
Dollars	Dollars
0 - 250,000	500
250,000 – 1 Million	1,000
> 1 Million – 5 Million	1,500
> 5 Million – 10 Million	2,000
> 10 Million	3,000

- Parish reserves the right to increase the Daily charge rate due to additional provisions required in order to complete the project as described in the specifications

Section 04

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Tammany Parish Government
21454 Koop Dr., Suite 2F
Mandeville, La 70471

(Owner to provide name and address of owner)

BID FOR: Davis Canal Restoration
St. Tammany Parish
Bid No. 24-29-2

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

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: MEYER ENGINEERS, LTD. and dated: MAY 8, 2024.

(Owner to provide name of entity preparing bidding documents.)

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

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

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

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$)

NAME OF BIDDER:

ADDRESS OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE:

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

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

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO:

St. Tammany Parish Government
21454 Koop Drive, Suite 2F
Mandeville, LA. 70471
(OWNER TO PROVIDE NAME AND ADDRESS OF OWNER)

BID FOR:

Davis Canal Restoration
St. Tammany Parish Project No. DV21000096
Bid No. 24-29-2
(OWNER TO PROVIDE PROJECT NAME & OTHER IDENTIFYING INFO)

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

Description: <input checked="" type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT # Mobilization and Demobilization				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
1	1	LS		
Description: <input checked="" type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT # Dredging				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
2	2000	CY		
Description: <input checked="" type="checkbox"/> BASE BID OR <input type="checkbox"/> ALT # Steel Sheet Pile				
REF NO.:	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times unit price)
3	22000	SF		

Wording for "description" is to be provided by the Owner. All Quantities Estimated. The Contractor will be paid based upon actual quantities as verified by the Owner.

Section 05

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227
FOR BIDDERS FOR PUBLIC WORKS CONTRACTS**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, who is seeking a public contract with St. Tammany Parish Government.
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
3. 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.
4. If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the

Contract is not under the supervision or jurisdiction of the public servant's agency.

7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name: _____

Title: _____

Entity name: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.**

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2212.10 CONFIRMING
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION
SYSTEM**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of _____, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name: _____

Title: _____

Name of Entity: _____

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,
THIS _____, DAY OF _____, 202__.**

Notary Public

Print Name: _____

Notary I.D./Bar No.: _____

My commission expires: _____



Section 06

INSURANCE REQUIREMENTS*

Construction Project: Davis Canal Restoration

Project/Quote/Bid#: 24-29-2

*****IMPORTANT – PLEASE READ*****

Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
 3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
 4. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.

- 1. **Commercial General Liability*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal/Advertising Injury;
 - e) Broad form property damage (for Projects involving work on Parish property);
 - f) Explosion, Collapse and Damage to underground property.
 - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.

- 2. **Business Automobile Liability*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any auto;
 - or**
 - b) Owned autos; **and**
 - c) Hired autos; **and**
 - d) Non-owned autos.

- 3. **Workers' Compensation/Employers Liability insurance*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.

- 4. **Pollution Liability and Environmental Liability*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
 - a) continued renewal certificates **OR**
 - b) a 24 month Extended Reporting Period

*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Marine Liability/Protection and Indemnity*** insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

***Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

7. **Owners Protective Liability (OPL)** shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$2,000,000 CSL each occurrence / \$2,000,000 aggregate. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

8. **Builder's Risk Insurance** written as an "all-risk" policy providing coverage in an amount at or greater than one hundred percent (100%) of the completed value of the contracted project. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.**

9. **Installation Floater Insurance**, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.**

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government
Attn: Risk Management
P O Box 628
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

***NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

Any inquiry regarding these insurance requirements should be addressed to:

**St. Tammany Parish Government
Office of Risk Management
P O Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

Section 07

Project Signs

1. General

- a. Work to include providing and installing project sign(s) at the beginning of the project. Some projects may require multiple signs. Should more than one sign be required, it will be reflected in the bidding documents.

2. Materials

- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3-millimeter corrugated plastic secured to exterior plywood (4' x 4').
- b. Contractor shall not use previously provided templates and/or fonts.

3. Execution

- a. The sign(s) shall be printed on a project-by-project basis in black and white, using the template and font provided to the Contractor by the St. Tammany Parish Government Project Manager.
- b. All signage proofed and approved by State Tammany Parish Government before project sign(s) are to be produced by the Contractor.
- c. Exact placement of the project sign(s) must be coordinated with, and approved by, the St. Tammany Parish Government Project Manager prior to sign installation.
- d. The sign(s) is to be installed such that the bottom of the sign is a minimum of 5' above the existing ground elevation.
- e. Sign(s) is to be maintained throughout the period of construction. If sign(s) is damaged or destroyed, repair and/or replacement of sign(s) will be at Contractor's expense.
- f. Contractor is responsible for the removal of all project signs upon issuance of final acceptance by the St. Tammany Parish Government Project Manager at no direct pay.
- g. Cost to be included in "Temporary Signs and Barricades

Blank Template of Parish Project Sign:

PROGRESS



MICHAEL B. COOPER
Parish President

Councilmember Name
Council District X

\$XXX,XXX.XX

Total Dollar \$
amount specified here

Project Name

Description of
Project Work

Name of Street, Bridge,
Subdivision, etc. stated here

Short Description of Project stated here
(if deemed applicable by the Parish)

Example of a Completed Parish Project Sign:

PROGRESS



MICHAEL B. COOPER
Parish President

RYKERT O. TOLEDANO, JR
Council District 5

\$514,444.40

Dove Park
Subdivision Drainage
Drainage Improvements along
Swallow St., Sparrow St.,
Partridge St. and Egret St.

Section 08

General Conditions for St. Tammany Parish Government

This index is for illustrative purposes only and is not intended to be complete nor exhaustive.

All bidders/contractors are presumed to have read and understood the entire document. Some information contained in these conditions may not be applicable to all projects.

GENERAL CONDITIONS INDEX

A.A.S.H.T.O	01.01
A.C.I.	01.02
ADDENDA	01.03, 01.05, 01.12, 02.13, 02.13, 06.02, 06.03
ADVERTISEMENT	01.04, 01.12, 02.21, 02.22, 02.23
AGREEMENT	01.05, 01.11, 01.12, 01.14, 01.15, 01.19, 03.02, 03.03, 03.04, 06.01, 06.02, 10.01, 11.03, 12.01, 14.02, 29.06, 32.01, 32.02, 33.06, 33.07
APPLICATION FOR PAYMENT	01.06, 29.07
A.S.T.M.	01.07
AWARD	03.00, 03.01, 03.04, 03.05
BID	01.08, 01.12, 01.26, 02.02, 02.04, 02.08, 02.09, 02.10, 02.13, 02.14, 02.17, 02.19, 02.21, 03.01, 03.04, 04.02, 14.03, 22.01, 23.01, 28.08
BIDDER	01.04, 01.08, 01.09, 01.26, 01.28, 02.02, 02.04, 02.06, 02.08, 02.09, 02.10, 02.12, 03.13, 02.14, 02.16, 02.17, 02.19, 02.20, 02.21, 02.24, 03.01, 03.04, 03.05, 23.01
BONDS	01.10, 01.12, 02.02, 02.09, 03.00, 03.03, 03.04, 03.05, 03.07, 03.08, 03.10, 03.12, 03.13, 27.06
CHANGE ORDER	01.11, 01.19, 04.01, 09.04, 11.07, 16.02, 16.06, 16.07, 21.06, 21.08, 21.10, 21.11, 29.06, 33.07
CLAIMS	02.15, 04.05, 09.05, 14.01, 16.04, 16.05, 21.16, 24.01
CLOSING ROADS COMMENCE WORK	16.06, 16.07, 16.15 04.04, 07.04, 09.02, 11.02, 14.02, 16.13, 24.02
COMPLETION OF WORK OR PROJECT	01.14, 02.15, 08.03, 09.01, 09.04, 11.00, 11.03, 12.01, 13.01, 13.11, 20.01, 25.01, 28.02, 29.04
CONDITIONS AT JOB SITE	16.17
CONTRACT DOCUMENTS	01.03, 01.03, 01.10, 01.12, 01.13, 01.16, 01.17, 01.18, 01.19, 01.29, 01.22, 01.25, 01.30, 01.33, 02.02, 02.05, 02.13, 02.17, 02.18, 02.23, 03.01, 03.02, 04.01, 04.02, 04.03, 04.04, 04.05, 06.00, 06.01, 06.02, 06.03, 07.02, 07.03, 07.05, 08.01, 10.06, 11.03, 13.01, 13.02, 21.01, 21.09, 21.10, 21.11, 28.01, 28.04, 33.01
CONTRACT PRICE	01.11, 01.13, 03.05, 04.01, 12.01, 14.02, 21.06, 21.10, 21.11, 27.05, 28.01, 28.02, 28.03, 28.08

CONTRACT TIME	01.11, 01.14, 01.22, 10.06, 11.01, 21.06, 29.04
CONTRACTOR - (Defined)	01.15
DAMAGE	02.15, 03.05, 03.12, 04.05, 09.05, 11.09, 13.11, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, 16.05, 19.01, 19.03, 20.01, 20.08, 23.03, 24.01, 24.07, 24.12, 26.03, 28.05, 28.01, 28.10, 33.07
DEFECTIVE WORK	01.16, 10.03, 21.00, 21.01, 21.07, 21.08, 21.09, 21.10, 28.03
DELAYS	07.02, 11.05, 11.09, 12.01, 16.07, 18.02, 19.01, 28.04
DRAWINGS	01.12, 01.17, 02.13, 02.17, 02.23, 06.01, 06.02, 06.03, 13.15, 22.02, 01.27, 01.33, 03.12, 04.01, 06.02, 09.01, 10.01, 10.02, 11.07, 13.00, 13.01, 13.03, 13.05, 13.11, 13.12, 13.15, 14.02, 14.07, 14.08, 14.09, 16.09, 16.13, 21.01, 21.06, 21.07, 21.14, 24.07, 27.05, 27.07, 28.01, 28.05, 28.10, 29.03, 13.00, 13.11
ENGINEER STATUS (NOT APPLICABLE)	15.00
EXTRA WORK	03.09, 14.00, 14.03, 14.04, 14.05, 14.08, 14.09, 14.10, 14.11, 14.12, 16.01, 22.02
FAILURE OF CONTRACTOR	03.10, 04.05, 06.02, 09.05, 10.01, 10.03, 13.10, 16.03, 20.01, 24.09, 27.02, 28.10
FAILURE OF OWNER	02.13
FAILURE OF SUCCESSFUL BIDDER	02.13, 02.17, 03.04
FIELD ORDER	01.18
FORCE ACCOUNT	14.04, 14.05, 14.11, 14.12
FUNDING	33.09
INDEMNIFY / HOLD HARMLESS	02.15, 03.05, 04.05, 13.11, 16.04, 16.05, 20.02, 24.06, 24.09
INDEMNIFYING INFRINGEMENT CLAUSE	02.15
INJURIES	16.00, 16.01, 16.02, 19.01, 19.03, 20.01, 24.02, 24.07
INSPECTION FEES	13.12
INSPECTIONS, GENERALLY	01.16, 13.05, 16.13, 21.00, 21.03, 21.04, 21.05, 21.06, 21.14, 21.15, 28.04, 29.02, 29.03
INSURANCE	01.05, 14.05, 16.13, 24.00 - 12, 27.07, 28.05
INTENTION OF CONTRACT DOCUMENTS	06.00, 06.01
INTENTION OF GENERAL CONDITIONS	31.00

LABOR	01.33, 03.12, 09.01, 13.00, 13.01, 13.02, 13.08, 13.10, 13.11, 13.12, 14.05, 16.06, 16.07, 21.06, 21.07, 21.15, 27.01, 28.10, 29.03
LAWS	01.10, 01.20, 02.06, 02.13, 02.14, 02.16, 02.20, 03.01, 03.10, 13.12, 16.06, 16.07, 20.02, 21.02, 21.09, 27.01, 29.06, 33.00, 33.01, 33.08
LIQUIDATED DAMAGES	11.03, 12.00, 12.01, 29.04
MATERIALS	01.33, 03.12, 04.01, 06.02, 07.01, 09.01, 10.01, 10.02, 13.00, 13.01, 13.03, 13.04, 13.05, 13.12, 13.13, 13.15, 14.01, 14.11, 20.01, 12.01, 21.07, 21.14, 21.15, 23.03, 27.01, 27.05, 27.07, 28.01, 28.05, 28.07, 28.08, 28.10
MODIFICATIONS	01.12, 01.19, 02.12, 02.13, 06.01, 06.02, 24.07, 32.02
NOTICE OF AWARD	01.20, 03.01, 03.04, 04.01
NOTICE OF DEFAULT	12.01, 33.08
NOTICE TO BIDDER	2.21
NOTICE TO CONTRACTOR	01.12, 01.21, 21.11, 30.01
NOTICE TO OWNER	13.07, 24.06, 27.07
NOTICE TO PROCEED	01.22, 09.02, 11.01, 11.03
OBSTRUCTIONS	16.09, 16.11, 16.15, 23.00, 23.01, 23.02
OCCUPANCY	25.00
ORAL INTERPRETATIONS	02.13
OWNER - (Defined)	01.23
PAYMENT	01.30, 03.10, 03.12, 03.13, 04.12, 09.03, 11.04, 11.09, 14.04, 14.12, 16.02, 16.16, 19.02, 21.07, 21.08, 21.09, 21.10, 21.11, 21.16, 24.02, 24.03, 24.12, 27.01, 27.07, 28.00, 28.01, 28.02, 28.03, 28.04, 28.05, 28.06, 28.08, 28.09, 28.10, 29.00, 29.03, 29.05, 29.07
PERMITS	13.00, 13.12, 16.13, 28.08
PRICE	02.05, 14.02, 14.03, 14.04, 14.05, 22.01
PROGRESS PAYMENT	01.06, 28.06
PROGRESS SCHEDULE	09.03, 09.05, 21.11
PROGRESS OF WORK	09.00, 11.09, 13.07, 16.01, 16.12, 21.11, 21.12, 22.02, 27.02
PROJECT	01.24, 01.29, 01.30, 02.04, 03.07, 06.01, 07.03, 10.02, 11.04, 11.06, 13.08, 13.13, 14.08, 14.11, 16.15, 24.07, 24.11, 28.07, 29.03, 29.07

PROJECT REPRESENTATIVE	01.23, 21.16
PROPERTY	16.00, 16.01, 16.02, 16.03, 16.12, 16.13, 16.17, 18.01, 19.00, 19.01, 19.02, 19.03, 23.03, 24.01, 24.07, 26.03, 28.10, 29.08, 33.05
PROPOSAL	01.26, 02.00, 02.01, 02.03, 02.05, 02.06, 02.07, 02.08, 02.09, 02.10, 02.11, 02.12, 02.14, 02.18, 02.21, 02.22, 11.03, 12.01, 14.01, 14.02, 14.03, 19.02, 23.02, 28.08
PROTESTS	33.10
PUNCH LIST	29.03, 29.04
QUANTITIES OF ESTIMATES	14.00, 14.01, 14.02, 14.04
RAILROADS	16.13, 19.01
RECORD DRAWINGS	08.00, 18.01, 18.02, 18.03
RECORDATION OF DOCUMENTS	03.13, 28.03, 29.05, 29.06
REJECTION OF BIDS	02.03, 02.07, 02.08, 02.10, 02.14, 03.01
RENTAL OF EQUIPMENT	14.07, 14.09
RIGHTS OF WAY	18.00
SAFETY	16.01, 16.07, 16.14, 16.17
SANITARY PROVISIONS	13.01, 17.00
SCHEDULE OF WORK	09.03, 09.04, 9.05, 11.06, 13.09
SEVERABILITY	32.01, 32.02
SHOP DRAWINGS	01.27, 06.03, 07.00, 07.01, 07.02, 07.03, 07.04, 07.05
SITE	02.17, 7.04, 13.05, 13.07, 13.11, 14.06, 16.09, 21.08, 21.09, 21.12, 22.02, 23.01, 24.07
SOLICITATION OF EMPLOYMENT	13.14
SPECIFICATIONS	01.01, 01.02, 01.05, 01.07, 01.12, 01.28, 02.13, 02.17, 02.23, 03.06, 03.09, 03.10, 03.13, 06.01, 06.02, 06.03, 07.04, 07.05, 11.03, 13.05, 13.15, 20.01, 21.12, 22.02, 28.01, 28.04, 32.01
SUBCONTRACTOR	01.27, 01.29, 04.01, 04.02, 04.03, 04.04, 04.05, 16.02, 16.04, 16.05, 20.01, 20.02, 21.07, 24.01, 24.07, 27.01, 28.07
SUBCONTRACTS	04.00, 13.09
SUBSURFACE CONDITIONS	02.17, 22.00, 22.01, 22.02
SUBSTANTIAL COMPLETION	01.30, 11.04, 21.09, 28.04, 29.01, 29.02, 29.03, 29.04, 29.06
SUPERINTENDENT	01.21, 01.31, 13.07, 14.05

SUPERVISION	13.01, 13.06
SURETY	01.05, 01.10, 02.09, 03.05, 03.06, 03.07, 03.08, 03.09, 03.11, 03.12, 04.05, 05.01, 14.03, 27.03, 27.05
SURVEY	13.02, 26.00, 26.01
TAXES	02.05, 13.00, 13.12, 13.13, 14.05, 28.07, 28.08, 28.10
TERMINATION OF CONTRACT	13.10, 24.09, 27.00, 27.01, 27.02, 27.03, 27.04, 27.05, 27.06, 27.07
TESTS, GENERALLY	21.00, 21.02, 21.03, 21.04, 21.05, 21.06
TIME	01.32
TRAFFIC	16.06, 16.07, 16.10, 16.15, 16.16
TRAFFIC HAZARDS	16.16
TREES AND SHRUBS	19.02
VERBAL INSTRUCTIONS	21.16
WAIVERS	24.06, 29.03, 33.08
WARNING DEVICES	16.13, 16.14, 16.15
WARRANTY	21.01, 21.08, 21.09, 33.04, 33.06
WORK	01.31, 20.01
WORK BY OTHERS	10.03, 10.04, 10.05
WORK BY OWNER	10.02, 10.04, 10.05
WORK FOR OTHER, RESTRICTIONS	16.12
WORK ORDER	28.01

01.00 DEFINITIONS OF TERMS

Whenever used in these General Conditions or in other Contract Documents, the following terms shall have the meanings indicated, and these shall be applicable to both the singular and plural thereof.

- 01.01 A.A.S.H.T.O American Association of State Highway and Transportation Officials. When A.A.S.H.T.O. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this association and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.02 A.C.I American Concrete Institute. When A.C.I. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this institute and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.03 Addenda Written or graphic instruments issued prior to the opening of bids which clarify, correct, modify or change the bidding or Contract Documents.
- 01.04 Advertisement The written instrument issued by the Owner at the request of the Owner used to notify the prospective bidder of the nature of the Work. It becomes part of the Contract Documents.
- 01.05 Agreement The written agreement or contract between the Owner and the Contractor covering the Work to be performed and the price that the Owner will pay. Other documents, including the Proposal, Addenda, Specifications, plans, surety, insurance, etc., are made a part thereof.
- 01.06 Application for Payment The form furnished by the Owner which is to be used by the Contractor in requesting incremental (progress) payments and which is to include information required by Section 28.01 and an affidavit of the Contractor. The affidavit shall stipulate that progress payments theretofore received from the Owner on account of the Work have been applied by Contractor to discharge in full of all Contractor's obligations reflected in prior applications for payment.
- 01.07 A.S.T.M. American Society of Testing Materials. When A.S.T.M. is referred to in these Specifications it takes the meaning of the specification for materials and methods of testing specified by this society and the specification stated is considered to be a part of the Specifications as if written herein in full.
- 01.08 Bid The offer or Proposal of the Bidder submitted on the prescribed form setting forth all the prices for the Work to be performed.
- 01.09 Bidder Any person, partnership, firm or corporation submitting a Bid for the Work.
- 01.10 Bonds Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and its surety in accordance with the Contract Documents and Louisiana law.
- 01.11 Change Order A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time after execution of the Agreement.
- 01.12 Contract Documents The Agreement, Addenda, Contractor's Bid and any documentation accompanying or post-bid documentation when attached as an exhibit, the Bonds, these General Conditions, the Advertisement for Bid, Notice to Contractor, all supplementary conditions, the Specifications, the Drawings, together with all Modifications issued after the execution of the Agreement.
- 01.13 Contract Price The total monies payable to the Contractor under the Contract Documents.
- 01.14 Contract Time The number of consecutive calendar days stated in the Agreement for the completion of the Work.

- 01.15 Contractor The person, firm, corporation or Contractor with whom the Owner has executed the Agreement.
- 01.16 Defective Work When work which is unsatisfactory, faulty or deficient for any reason whatsoever, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's recommendation or acceptance.
- 01.17 Drawings The Drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Owner and are referred to in the Contract Documents.
- 01.18 Field Order A written order issued by the Owner or his agent which clarifies or interprets the Contract Documents.
- 01.19 Modification (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, (c) A written clarification or interpretation issued by the Owner or his agent. Modification may only be issued after execution of the Agreement.
- 01.20 Notice of Award The written notice by Owner to the lowest responsible Bidder stating that upon compliance of the conditions enumerated in the Notice of Award, or enumerated in the Bid documents, the Owner will deliver the Contract Documents for signature. The time for the delivery of the Contract Documents can be extended in conformance with Louisiana Law.
- 01.21 Notice to Contractor Instructions, written or oral given by Owner to Contractor and deemed served if given to the Contractor's superintendent, foreman or mailed to Contractor at his last known place of business.
- 01.22 Notice to Proceed A written notice given by the Owner fixing the date on which the Contract Time will commence, and on which date the Contractor shall start to perform his obligation under the Contract Documents. Upon mutual consent by both parties, the Notice to Proceed may be extended.
- 01.23 Owner St. Tammany Parish Government, acting herein through its duly constituted and authorized representative, including but not limited to the Office of the Parish President or its designee, its Chief Administrative Officer, and/or Legal Counsel. St. Tammany Parish Government (hereinafter, the "Parish") and Owner may be used interchangeably.
- 01.24 Project The entire construction to be performed as provided in the Contract Documents.
- 01.25 Project Representative The authorized representative of the Owner who is assigned to the Project or any parts thereof.
- 01.26 Proposal The Bid submitted by the Bidder to the Owner on the Proposal form setting forth the Work to be done and the price for which the Bidder agrees to perform the Work.
- 01.27 Shop Drawings All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, Subcontractor, Manufacturer, Supplier or Distributor and which illustrate the equipment, material or some portion of the Work.
- 01.28 Specifications The Instructions to Bidders, these General Conditions, the Special Conditions and the Technical Provisions. All of the documents listed in the "Table of Contents."
- 01.29 Subcontractor An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Project Work.
- 01.30 Substantial Completion The date as certified by the Owner or its agent when the construction of the Project or a specified part thereof is sufficiently complete in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it was intended; or if there is no such certification, the date when final payment is due in accordance with Section 28.

- 01.31 Superintendent Contractor's site representative. The person on the site who is in full and complete charge of the Work.
- 01.32 Time Unless specifically stated otherwise, all time delays shall be calculated in calendar days.
- 01.33 Work Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, usually including the furnishing of all labor, materials, equipment and other incidentals.
- 01.34 The terms "he/himself" may be used interchangeably with "it/itself."

02.00 PROPOSAL

- 02.01 All papers bound with or attached to the Proposal Form are a necessary part thereof and must not be detached.
- 02.02 For submitting Bids, the only forms allowed shall be the "Louisiana Uniform Public Work Bid Form", "Louisiana Uniform Public Works Bid Form Unit Price Form" (if necessary), the Bid Bond, and written evidence of authority of person signing the bid. Necessary copies of the Louisiana Uniform Public Work Forms will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
- 02.03 Proposal forms must be printed in ink or typed, unless submitted electronically. Illegibility or ambiguity therein may constitute justification for rejection of the Bid.
- 02.04 Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and number for which the Bid is submitted, along with the Bid number.
- 02.05 The price quoted for the Work shall be stated in words and figures on the Bid Form, and in numbers only on the Unit Price Form. The price in the Proposal shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
- 02.06 The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).
- 02.07 Only the Contractors licensed by the State to do the type of Work involved can submit a Proposal for the Work. The envelope containing the Proposal shall have the Contractor's license number on it. Failure to be properly licensed constitutes authority by the Owner for rejection of Bid.
- 02.08 Bidders shall not attach any conditions or provisions to the Proposal. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid or Proposal.
- 02.09 A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company

with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is **not** required to be on any AIA form.

- 02.10 Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids as permitted by Public Bid Law. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the Execution of the Contract.
- 02.11 A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened.
- 02.12 Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
- 02.13 No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. No inquiry received within seven (7) days prior to the day fixed for opening of the Bids shall be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O)(2)(a) and (b).
- 02.14 The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
- 02.15 The Contractor shall indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
- 02.16 Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
- 02.17 Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form instrument, Drawing or document or to visit the site and acquaint

itself with existing conditions, shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.

- 02.18 The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
- 02.19 When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or into conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
- 02.20 Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
- 02.21 Sealed Proposals (Bid) shall be received by St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, until the time and date denoted in Notice to Bidders, at which time and place the Proposals (Bids), shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38-2212(A)(3)(c)(i), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Proposals (Bids) may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders.
- 02.22 Proposals (Bids) shall be executed on Forms furnished and placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these General Conditions, and addressed:

St. Tammany Parish Government
Department of Procurement
21454 Koop Drive, Suite 2-F
Mandeville, LA 70471

- 02.23 See Notice to Bidders for availability of Drawings, Specifications and Contract Documents via electronic methods.
- 02.24 The successful Bidder shall be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.
- 03.00 AWARD, EXECUTION OF DOCUMENTS, BONDS, ETC.
- 03.01 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability and stability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. The Owner reserves the right to reject the Bid of any Bidder in accordance with the Public Bid Law, LSA-R.S. 38:2214. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.

- 03.02 At least three counterparts of the Agreement and of such other Contract Documents as practicable shall be signed by the Owner and the Contractor. The Owner shall identify those portions of the Contract Documents not so signed and such identification shall be binding on both parties. The Owner and the Contractor shall each receive an executed counterpart of the Contract Documents.
- 03.03 Prior to the execution of the Agreement, the Contractor shall deliver to the Owner the required Bonds.
- 03.04 Failure of the successful Bidder to execute the Agreement and deliver the required Bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited.
- 03.05 In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a surety Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
- 03.06 No surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
- 03.07 In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

- 03.08 Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due or to become due Contractor.

- 03.09 The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
- 03.10 The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans and Specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contractor to perform.
- 03.11 The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of Section 03.00.
- 03.12 The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of this Contract by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
- 03.13 Contractor shall pay for the cost of recording the Contract and Bond and the cost of canceling same. Contractor shall also secure and pay for all Clear Lien and Privilege Certificates (together with any updates) which will be required before any final payment is made, and that may be required before any payment, at the request of the Owner, its representative, agent, architect, engineer and the like. All recordation and Clear Lien and Privilege Certificate requirements shall be in accordance with those requirements noted herein before in contract Specifications.

04.00 SUBCONTRACTS

- 04.01 Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between Owner and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor.
- 04.02 Nothing in the Contract Documents shall be construed to control the Contractor in dividing the Work among approved Subcontractors or delineating the Work to be performed by any trade.
- 04.03 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents prior to commencing Work. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed bound by such terms and conditions.
- 04.04 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including Attorney's fees arising out of or resulting from the Contractor's failure to bind every Subcontractor and Contractor's surety to all of the applicable terms and conditions of the Contract Documents.

05.00 ASSIGNMENT

- 05.01 Neither party to this Contract shall assign or sublet its interest in this Contract without prior written consent of the other, nor shall the Contractor assign any monies due or to become due to it under this Contract without previous written consent of the Owner, nor without the consent of the surety unless the surety has waived its right to notice of assignment.

06.00 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS.

06.01 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. Alterations, modifications and amendments shall only be in writing between these parties.

06.02 The Contract Documents are intended to be complimentary and to be read *in pari materii*, and what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, it shall call it to the Owner's attention, in writing, at once and before proceeding with the Work affected thereby; however, it shall be liable to Owner for its failure to discover any conflict, error or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, General Conditions, Construction Specifications and Drawings. The general notes on the plans shall be considered special provisions. Figure dimensions on Drawings shall govern over scale dimensions and detail Drawings shall govern over general Drawings. Where sewer connections are shown to fall on a lot line between two lots, the Contractor shall determine this location by measurement not by scale. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described herein which so applied to this Project are covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

06.03 Unless otherwise provided in the Contract Documents, the Owner will furnish to the Contractor (free of charge not to exceed ten (10) copies) Drawings and Specifications for the execution of Work. The Drawings and Specifications are the property of the Owner and are to be returned to it when the purpose for which they are intended have been served. The Contractor shall keep one copy of all Drawings and Specifications, including revisions, Addenda, details, Shop Drawings, etc. on the Work in good order and available to the Owner or the regulatory agency of the governmental body having jurisdiction in the area of the Work.

07.00 SHOP DRAWINGS, BROCHURES AND SAMPLES

07.01 After checking and verifying all field measurements, Contractor shall submit to Owner for approval, five copies (or at Owner's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as Owner may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable Owner to review the information as required.

07.02 Contractor shall also submit to Owner, for review with such promptness as to cause no delay in Work, all samples as required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call Owner's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

07.03 Owner will review with reasonable promptness Shop Drawings and samples, but its review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

- 07.04 Where a Shop Drawing or sample submission is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by Owner. A copy of each reviewed shop Drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to Owner.
- 07.05 Owner's review of Shop Drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Owner's attention to such deviation at the time of submission and Owner has given written approval to the specific deviation, nor shall any review by Owner relieve Contractor from responsibility for errors or omissions in the Shop Drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

08.00 RECORD DRAWINGS

- 08.01 The Contractor shall keep an accurate record in a manner approved by the Owner of all changes in the Contract Documents during construction. In Work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Owner of all valves, fittings, etc. Before the Work is accepted by the Owner, and said acceptance is recorded, the Contractor shall furnish the Owner a copy of this record.
- 08.02 Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.
- 08.03 Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the Work, the plan will be given to the Owner.

09.00 PROGRESS OF WORK

- 09.01 Contractor shall conduct the Work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.
- 09.02 The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the Contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence Work under the Contract within ten (10) calendar days from the date the Notice to Proceed is issued by the Owner.
- 09.03 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.
- 09.04 Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.
- 09.05 Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the Work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.
- 09.06 Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all Sub-Contractors working on the project. Meetings may be requested by the Owner at any time and at the discretion of the Owner.

10.00 OWNER'S RIGHT TO PROCEED WITH PORTIONS OF THE WORK

- 10.01 Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire Work, to place additional forces, tools, equipment and materials on parts of the Work. The cost incurred by the Owner in carrying on such parts of the Work shall be payable by the Contractor. Such Work shall be deemed to be carried on by the Owner on account of the Contractor. The Owner may retain all amounts of the cost of such Work from any sum due Contractor or those funds that may become due to Contractor under this Agreement.
- 10.02 Owner may perform additional Work related to the Project by itself or it may let any other direct contract which may contain similar General Conditions. Contractor shall afford the other contractors who are parties to such different contracts (or Owner, if it is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with the subsequent work.
- 10.03 If any part of Contractor's Work depends upon proper execution or results upon the Work of any such other contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of its Work.
- 10.04 Whatever Work is being done by the Owner, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Owner may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.
- 10.05 Contractor shall do all cutting, fitting and patching of its Work that may be required to integrate its several parts properly and fit to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering Work and will only alter Work with the written consent of Owner and of the other contractors whose Work will be affected.
- 10.06 If the performance of additional Work by other contractors or Owner is not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the performance of such additional Work by Owner or others may cause additional expense or entitles an extension of the Contract Time, the Contractor may make a claim therefor. The claim must be in writing to the Owner within thirty (30) calendar days of receipt of notice from the Owner of the planned additional Work by others.

11.00 TIME OF COMPLETION

- 11.01 The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the Contract Time charges.
- 11.02 Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or a Parish approved holiday. If notice is not received, no consideration will be given for inclement weather and same shall be considered a valid work day.
- 11.03 The Work covered by the Plans, Specifications and Contract Documents must be completed sufficiently for acceptance within the number of calendar days specified in the Proposal and/or the Contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of this Contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to

complete the Work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding of this Contract, to pay the Owner based on **Table 3.1** as specified in the Contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and this contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Parish President.

11.04 Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire Project is substantially complete and request that the Owner or its agent issue a certificate of Substantial Completion. See Section 29.00.

11.05 The Owner may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to Bidding. Any such request must be made in writing to the Owner within seven (7) calendar days following the event occasioning the delay. The Owner shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

11.06 Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Parish Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.
2. If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Parish Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

11.07 Extensions of time for change orders

When a change order is issued, the Owner and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:

1. If material has to be ordered;
2. Remobilization and or relocation of equipment to perform task; and
3. Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Owner and Contractor.

11.08 At the end of each month, the Owner or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The

Contractor will be allowed fourteen (14) calendar days in which to file a written protest setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

11.09 Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the Work, whether such delay be avoidable or unavoidable.

12.00 LIQUIDATED DAMAGES

12.01 In case the Work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions per **Table 3.1** for liquidated damages, as stipulated in the Proposal and/or Contract, shall be made from the total Contract Price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the Work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to this Contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the Work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the Work shall, *ipso facto*, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the Contract Price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all Work executed under this Contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

13.00 LABOR, MATERIALS, EQUIPMENT, SUPERVISION, PERMITS AND TAXES

13.01 The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the Work in substantial conformance with the Contract Documents.

13.02 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. It shall at all times maintain good discipline and order at the site.

13.03 Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under this Contract shall be submitted for approval to the Owner when and as directed.

13.04 Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or Contractor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Owner prior to the Bidding. The Owner shall have the exclusive and unilateral discretion to determine quality and suitability in accordance with LSA-R.S. 38:2212(T)(2).

13.05 Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the Work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other contractors working on the site.

13.06 The Contractor, by entering into the Contract for this Work, sets itself forth as an expert in the field of construction and it shall supervise and direct the Work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

- 13.07 Contractor shall keep on the Work, at all times during its progress, a competent resident Superintendent, who shall not be replaced without written Notice to Owner except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor. Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.
- 13.08 Any foreman or workman employed on this Project who disregards orders or instructions, does not perform his Work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the Work and shall be replaced by a suitable foreman or workman.
- 13.09 The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the Work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.
- 13.10 Failure of the Contractor to keep the necessary qualified personnel on the Work shall be considered cause for termination of the Contract by the Owner.
- 13.11 Only equipment in good working order and suitable for the type of Work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the Work shall be removed from the job site without approval of the Owner.
- 13.12 All Federal, State and local taxes due or payable during the time of Contract on materials, equipment, labor or transportation, in connection with this Work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the Work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.
- 13.13 In accordance with St. Tammany Police Jury Resolution 86-2672, as amended, the Contractor must provide in a form suitable to the Owner an affidavit stating that all applicable sales taxes for materials used on this project have been paid.
- 13.14 During the period that this Contract is in force, neither party to the Contract shall solicit for employment or employ an employee of the other.
- 13.15 All materials or equipment shown on the Drawings or included in these specifications shall be furnished unless written approval of a substitute is obtained from the Designer, or Owner if no separate designer.
- 13.16 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than seven working days prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. The burden of proof of the equality of the proposed substitute is upon the proposer and only that information formally submitted shall be used by the Designer in making its decision.
- 13.17 The decision of the Designer/Owner shall be given in good faith and shall be final.
- 14.00 QUANTITIES OF ESTIMATE, CHANGES IN QUANTITIES, EXTRA WORK
- 14.01 Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Proposal, such are given for use in comparing Bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish same not to exceed twenty-five percent (25%) by the Owner to complete the Work contemplated by this Contract. Such increase or diminution shall in no way vitiate this Contract, nor shall such increase or diminution give cause for claims or liability for damages.

- 14.02 The Owner shall have the right to make alterations in the line, grade, plans, form or dimensions of the Work herein contemplated, provided such alterations do not change the total cost of the Project, based on the originally estimated quantities, and the unit prices bid by more than twenty-five percent (25%) and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty-five (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Proposal quantity and the Contract unit price). Should it become necessary, for the best interest of the Owner, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement either before or after the commencement of the Work and without notice to the sureties. If such alterations diminish the quantity of Work to be done, such 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, the Contractor shall be entitled to only reasonable compensation as determined by the Owner for overhead and equipment charges which it may have incurred in expectation of the quantity of Work originally estimated, unless specifically otherwise provided herein; if the alterations increase the amount of Work, the increase shall be paid according to the quantity of Work actually done and at the price established for such Work under this Contract except where, in the opinion of the Owner, the Contractor is clearly entitled to extra compensation.
- 14.03 Without invalidating the Contract, the Owner may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the Work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any Extra Work or material shall be allowed unless the Work is ordered in writing by the Owner.
- 14.04 Extra Work for which there is no price or quantity included in the Contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such Work on a Force Account Basis.
- 14.05 In computing the price of Extra Work on a Force Account Basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific Work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such Work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.
- 14.06 For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the Work, as shown by original receipted bill, to which shall be added five percent (5%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.07 For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book).
- 14.08 The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the Project for the Extra Work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.
- 14.09 If the Contractor is required to rent equipment for Extra Work, but not required for Contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost are to be charged shall be agreed upon in writing before the Work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

- 14.10 No compensation for expenses, fees or costs incurred in executing Extra Work, other than herein specifically mentioned herein above, will be allowed.
- 14.11 A record of Extra Work on Force Account basis shall be submitted to the Owner on the day following the execution of the Work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or his representative on the Project and the Contractor. All bids for materials used on extra Work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.
- 14.12 Payment for Extra Work of any kind will not be allowed unless the same has been ordered in writing by the Owner.
- 15.00 STATUS OF THE ENGINEER (NOT APPLICABLE)
- 16.00 INJURIES TO PERSONS AND PROPERTY
- 16.01 The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the Work, whether within the limits of the Work or elsewhere under the Contract proper or as Extra Work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the Work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 16.02 The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the Work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall have exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.
- 16.03 In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due under its Contract.
- 16.04 Contractor agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by St. Tammany Parish Government as a result of any claim, demands, and/or causes of

action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

- 16.05 As to any and all claims against Owner, its agents, assigns, representatives or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation under Paragraph 16.04 shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 16.06 No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the Work included in his Contract, with the maximum practical convenience, for the full twenty-four hours of each day of the Contract, whether or not Work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the Contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.07 The convenience of the general public and residents along the Works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the Work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the Work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of this Parish.
- 16.08 The Contractor shall arrange its Work so that no undue or prolonged blocking of business establishments will occur.
- 16.09 Material and equipment stored on the right of way or work site shall be so placed and the Work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.
- 16.10 During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the Work.
- 16.11 Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.
- 16.12 The Contractor shall not, without the written permission of the Owner, do Work for a resident or property owner abutting the Work at the time that this Work is in progress.
- 16.13 No Work of any character shall be commenced on railroad right-of-way until the Railroad Company has issued a permit to the Owner and has been duly notified by the Contractor in

writing (with a copy forwarded to the Owner) of the date it proposes to begin Work, and until an authorized representative of the Railroad Company is present, unless the Railroad Company waives such requirements. All Work performed by the Contractor within the right-of-way limits of the railroad shall be subject to the inspection and approval of the chief engineer of the Railroad Company or its authorized representative. Any precautions considered necessary by said chief engineer to safeguard the property, equipment, employees and passengers of the Railroad Company shall be taken by the Contractor without extra compensation. The Contractor shall, without extra compensation, take such precautions and erect and maintain such tell-tale or warning devices as the Railroad Company considers necessary to safeguard the operation of its trains. The temporary vertical and horizontal clearance specified by the chief engineer of the Railroad Company in approving these shall be maintained at all times. No steel, brick, pipe or any loose material shall be left on the ground in the immediate vicinity of the railway track. Before any Work is done within Railroad right of way, the Contractor shall provide and pay all costs of any special insurance requirements of the Railroad.

- 16.14 The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the Work and safety of the Public.
- 16.15 The Contractor shall erect warning signs beyond the limits of the Project, in advance of any place on the Project where operations interfere with the use of the road by traffic, including all intermediate points where the new Work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.
- 16.16 Whenever traffic is maintained through or over any part of the Project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.
- 16.17 The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

17.00 SANITARY PROVISIONS

- 17.01 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

18.00 RIGHTS OF WAY

- 18.01 The Owner will furnish the Contractor with all necessary rights-of-way for the prosecution of the Work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the Work.
- 18.02 It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its Work upon such land and rights of way as the Owner may have previously acquired. Any delay in furnishing these lands by the Owner can be deemed proper cause for adjustment in the Contract amount and/or in the time of completion.

19.00 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 19.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owner, as well as the private property owner and/or and private property Lessees. The Contractor shall use every precaution necessary for the preservation

of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the Work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the Work shall be carefully removed when the Work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such Work or with the operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the Owner.

19.02 The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided in the Special Provisions or the Proposal, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Owner and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Proposal.

19.03 When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

20.00 CONTRACTORS RESPONSIBILITY FOR WORK

20.01 Until final acceptance of the Work by the Owner as evidence by approval of the final estimate, the Work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the Work; unless otherwise provided for elsewhere in the Specifications or Contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the Work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Owner, any Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors to so protect the Work, such materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

20.02 The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the Work, and shall indemnify and hold harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or Subcontractors.

21.00 TESTS AND INSPECTIONS CORRECTION & REMOVAL OF DEFECTIVE WORK

- 21.01 Contractor warrants and guarantees to Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents at the time of acceptance shall be considered Defective. Prompt and reasonable notice of all defects shall be given to the Contractor.
- 21.02 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.
- 21.03 Contractor shall give Owner timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required to be inspected, tested or approved is covered without written approval of Owner, it must, if requested by Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Owner timely notice of its intention to cover such Work and Owner has not acted with reasonable promptness in response to such notice.
- 21.04 Neither observations by Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Document.
- 21.05 Owner and its representatives will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 21.06 If any Work is covered contrary to the written request of Owner, it must, be uncovered for Owner's observation and replaced at Contractor's expense. If any Work has been covered which Owner has not specifically requested to observe prior to its being covered, or if Owner considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at Owner's request, shall uncover, expose or otherwise make available for observations, inspections or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is Defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 21.07 If the Work is Defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.
- 21.08 Prior to approval of final payment, Contractor shall promptly, without cost to Owner and as specified by Owner, either correct any Defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not correct such Defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by its correction, removal or replacement of its Defective Work.

- 21.09 If, after the approval of final payment and prior to the expiration of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Parish President.
- 21.10 If, instead of requiring correction or removal and replacement of Defective Work, Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.
- 21.11 If Contractor should fail to progress the Work in accordance with the Contract Documents, including any requirements of the Progress Schedule, Owner, after seven (7) days written Notice to Contractor, may, without prejudice to any other remedy Owner may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- 21.12 The Owner may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed Work. These representatives shall be governed by the same restrictions placed on the Owner by these Specifications. The governing body of the Federal, State or local government exercising authority in the area of the Work may appoint representatives to observe the progress and quality of the Work. Contractor shall cooperate with and assist these representatives in the performance of their duties.
- 21.13 The Contractor shall be responsible for the faithful execution of its Contract and the presence or absence of the Owner's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.
- 21.14 The Contractor shall notify the Owner and the Governmental Agency having jurisdiction as to the exact time at which it is proposed to begin Work so the Owner may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the Work and to the preparation or manufacture of materials to be used whether within the limits of the Work or at any other place.
- 21.15 The Owner or its representatives shall have free access to all parts of the Work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Owner all information relating to the Work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any Work done by it.
- 21.16 No verbal instructions given to the Contractor by the Owner, Project Representative or any of their agents shall change or modify the written Contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

22.00 SUBSURFACE CONDITIONS

22.01 It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the Work includes all of the costs involved for Work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its Bid and acceptance by Owner, all of the subsurface conditions normal or unusual that might be encountered in the location of the Work.

22.02 Should the Contractor encounter during the progress of the Work subsurface conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, the attention of the Owner shall be directed to such conditions before the conditions are disturbed. If the Owner finds that the conditions materially differ from those shown on the Drawings or indicated in the Specifications, it shall at once make such changes in the Drawings or Specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for Extra Work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Owner.

23.00 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

23.01 Bidder shall thoroughly examine the site of the Work and shall include in its Bid the cost of removing all structures and obstructions in the way of the Work.

23.02 The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the Work. Compensations for the removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the Proposal.

23.03 If called for in the Special Conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property owner, otherwise at accessible points along the improvements. Materials in structures which is the property of the Owner or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original Owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Owner with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

24.00 INSURANCE

24.01 Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.

24.02 The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.

24.03 Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.

24.04 Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.

24.05 Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.

24.06 Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

24.07 The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract, include, but is not limited to:

1. Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence/\$2,000,000 General Aggregate/Products-Completed Operations Per Project. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion and collapse.
2. Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.

3. Contractors' Pollution Liability and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate and include coverage for full contractual liability and for all such environmental and/or hazardous waste exposures affected by this project.
 4. Business Automobile Liability insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
 5. Workers' Compensation/Employers Liability insurance: worker's compensation insurance coverage and limits as statutorily required; Employers' Liability Coverage shall be not less than \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate, except when projects include exposures covered under the United States Longshoremen and Harbor Workers Act, Maritime and/or Jones Act and/or Maritime Employers Liability (MEL) limits shall be not less than \$1,000,000/\$1,000,000/\$1,000,000. *Coverage for owners, officers and/or partners shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.*
 6. Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming St. Tammany Parish Government as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence, \$2,000,000 aggregate. Any project valued in excess of \$3,000,000 shall be set by the Office of Risk Management. The policy and all endorsements shall be addressed to St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434.
 7. Builder's Risk Insurance shall be required on buildings, sewage treatment plants and drainage pumping stations, and shall be written on an "all-risk" or equivalent policy form in the amount of the full value of the initial Contract sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising 100% total value for the entire project including foundations. Deductibles should not exceed \$5,000 and Contractor shall be responsible for any and all policy deductibles. This insurance shall cover portions of the work stored off the site, and also portions of the work in transit. In addition, Installation Floater Insurance, on an "all-risk" form, will be carried on all pumps, motors, machinery and equipment on the site or installed. Both the Builder's Risk Insurance and the Installation Floater Insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors and shall terminate only when the Project has been accepted. St. Tammany Parish Government, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the Builder's Risk and Installation Floater Insurance.
 8. Professional Liability (errors and omissions) insurance in the sum of at least One Million Dollars (\$1,000,000) per claim with Two Million Dollars (\$2,000,000) annual aggregate.
 9. An umbrella policy or excess policy may be required and/or allowed to meet minimum coverage limits, subject to the review and approval by St. Tammany Parish Government, Office of Risk Management.
- 24.08 All policies of insurance shall meet the requirements of the Parish of St. Tammany prior to the commencing of any work. The Parish of St. Tammany has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of St. Tammany as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of St. Tammany, the Contractor shall promptly obtain a new policy, timely submit same to the Parish of St. Tammany for

approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that Parish cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.

- 24.09 Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the Parish of St. Tammany, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- 24.10 Contractor shall maintain a current copy of all annual insurance policies and provide same to the Parish of St. Tammany as may be reasonably requested.
- 24.11 It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project, and that renewal certificates for any policies expiring prior to the Parish's final acceptance of the project shall be furnished to St. Tammany Parish Government, Department of Legal, Office of Risk Management, without prompting.

NOTICE:

These are only an indication of the coverages that are generally required. Additional coverages and/or limits may be required for projects identified as having additional risks or exposures. Please note that some requirements listed may not necessarily apply to your specific services. St. Tammany Parish Government reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirement language upon review of the final scope of services presented to Office of Risk Management prior to execution of a contract for services.

For inquiries regarding insurance requirements, please contact:

**St. Tammany Parish Government
Office of Risk Management
P. O. Box 628
Covington, LA 70434
Telephone: 985-898-5226
Email: riskman@stpgov.org**

- 24.12 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's Responsibility for payment of damages resulting from its operations under this Contract.

25.00 OWNER'S RIGHT TO OCCUPANCY

- 25.01 The Owner shall have the right to use, at any time, any and all portions of the Work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the Contract or be construed as constituting an acceptance of any part of the Work.

- 25.02 The Owner shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's Work.

26.00 SURVEY HORIZONTAL AND VERTICAL CONTROL

- 26.01 The Owner shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its Work. Contractor shall be responsible for surveying and laying out the Work and shall protect and preserve the established reference points and shall make no changes or relocations without

the prior written approval of the Owner. Contractor shall report to Owner whenever any reference point is lost or destroyed and the Owner shall decide if the reference point shall be replaced by its or the Contractor's forces.

- 26.02 The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the Work.
- 26.03 If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Owner to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.
- 27.00 TERMINATION OF THE CONTRACT, OWNER'S AND CONTRACTORS RIGHT TO STOP WORK.
- 27.01 If the Contractor should be adjudged bankrupt (voluntarily or involuntarily) or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should 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, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Owner that, in its unilateral discretion and judgment, believes sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor ten (10) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Owner may deem expedient.
- 27.02 Failure of the Contractor to start the Work within the time limit specified herein or substantial evidence that the progress being made by the Contractor is sufficient to complete the Work within the specified time shall be grounds for termination of the Contract by the Owner.
- 27.03 Before the Contract is terminated, the Contractor and its surety will first be notified in writing by the Owner of the conditions which make termination of the Contract imminent. When after ten (10) calendar days' notice is given and if satisfactory effort has not been made by the Contractor or its surety to correct the conditions, the Owner may declare, in its exclusive discretion, that the Contract is terminated and so notify the Contractor and its surety accordingly.
- 27.04 Upon receipt of notice from the Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the Work in any lawful manner that it may elect until Work is finally completed.
- 27.05 The exclusive right is reserved to the Owner to take possession of any machinery, implements, tools or materials of any description that shall be found upon the Work, to account for said equipment and materials, and to use same to complete the Project. When the Work is finally completed, the total cost of same will be computed. If the total cost is less than the Contract Price, the difference will not be paid to the Contractor or its surety.
- 27.06 In case of termination, all expenses incident to ascertaining and collecting losses under the Bond, including legal services, shall be assessed against the Bond.
- 27.07 If the Work should be stopped under any order of any court or public authority for period of sixty (60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Owner shall fail to pay the Contractor within a reasonable time any sum certified by the Owner, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop Work or terminate this Contract and recover from the Owner payment for all Work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

28.00 PAYMENTS TO THE CONTRACTOR

- 28.01 Monthly certificates for partial payment, in a form approved by the Owner, shall be transmitted to the Owner upon receipt from the Contractor and acceptance by the Owner. In accordance with LSA-R.S. 38:2248(A), when the Contract Price is less than five hundred thousand dollars, these certificates shall be equal to ninety percent (90%) of both the Work performed and materials stored at the site; and when the Contract Price is five hundred thousand dollars or more, these certificates shall be equal to ninety-five percent (95%) of both the Work performed and materials stored at the site. Partial payment certificates shall include only Work, materials and equipment that are included in official Work Order and which meet the requirements of plans, Specifications and Contract Documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.
- 28.02 After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is less than five hundred thousand dollars, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety percent (90%) of the Contract Price. After final completion and acceptance by the Owner of the entire Work, and when the Contract Price is five hundred thousand dollars or more, the Owner shall issue to the Contractor Certificate of Payment in sum sufficient to increase total payments to ninety-five percent (95%) of the Contract Price.
- 28.03 When the Contract Price is less than five hundred thousand dollars, the final payment certificate of the remaining ten percent (10%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. When the Contract Price is five hundred thousand dollars or more, the final payment certificate of the remaining five percent (5%) of the Contract Price, minus any deduction for deficient or Defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Owner a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the Work is performed to the effect that no liens have been registered against Contract Work.
- 28.04 When, in the opinion of the Contractor, the Work provided for and contemplated by the Contract Documents has been substantially completed, the Contractor shall notify the Owner in writing that the Work is substantially complete and request a final inspection. The Owner shall proceed to perform such final inspection accompanied by the Contractor. Any and all Work found by this inspection to be Defective or otherwise not in accordance with the plans and Specifications shall be corrected to the entire satisfaction of the Owner and at the sole expense of the Contractor. If the Contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such Work has been satisfactorily completed.
- 28.05 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Owner, as will establish Owner's title to the material and equipment and protect its interest therein, including applicable insurance.
- 28.06 Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.
- 28.07 Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or St. Tammany sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or St. Tammany sales taxes paid.

- 28.08 The Bid Proposal, unless otherwise modified in writing, and the Contract constitute the complete Project. The Contract Prices constitute the total compensation payable to Contractor and the cost of all of the Work and materials, taxes, permits and incidentals must be included into the Bid submitted by the Contractor and included into those items listed on the Proposal.
- 28.09 Any additional supporting data required by the Owner in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Owner.
- 28.10 Owner may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:
- (1) Defective and/or inferior work;
 - (2) Damage to the property of Owner or others caused by Contractor;
 - (3) Failure by Contractor to make payments properly to sub-contractors or to pay for labor, materials or equipment used on this project;
 - (4) Failure by Contractor to pay taxes due on materials used on this project;
 - (5) Damage by Contractor to another Contractor;
 - (6) Insolvency;
 - (7) Bankruptcy, voluntary or involuntary;
 - (8) Revocation of corporate status;
 - (9) Failure to follow corporate formalities;
 - (10) Unprofessional activities;
 - (11) Unworkmanlike performance;
 - (12) Fraud and/or misrepresentation of any kind.

29.00 ACCEPTANCE AND FINAL PAYMENT(S)

- 29.01 Upon receipt of written notice from Contractor that the work is substantially complete and usable by Owner or the Public in suitable manner, the Owner and the Contractor shall jointly inspect the work.
- 29.02 If the Owner by inspection determines that the work is not substantially complete in a suitable manner for use by the Owner or the Public, then the Owner shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Owner is afforded an opportunity to amend said notices as are reasonably possible.
- 29.03 If the Owner by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor and Owner in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by Owner in the event that additional deficiencies are discovered. In accordance with LSA-R.S. 38:2248(B), any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period. The provisions of this Section shall not be subject to waiver.
- 29.04 Upon determination of substantial completeness with the punch list, the Contract Time is interrupted and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty day period, then the Contract Time will begin to run again and will include for purposes of determining liquidated damages the thirty day period the grace period being withdrawn.
- 29.05 Upon receipt by Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to Contractor who shall record Owner's written acceptance with the recorder of Mortgages, St. Tammany Parish. The Contractor shall properly prepare, submit and pay for all costs

associated with said Acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.

29.06 Retainage monies, minus those funds deducted in accordance to the requirements of this agreement including but not limited to Paragraph 28.10, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of Owner's acceptance provided the following:

- (1) Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Parish of St. Tammany and dated at least forty-six (46) days after recordation of certificate of acceptance;
- (2) Ensure that the official representative of the Owner has accepted as per LSA-R.S. 38:2241.1, *et seq.* and that all following sub-sections have been properly satisfied as per law;
- (3) Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;
- (4) Ensure accurate and proper legal descriptions;
- (5) Properly identify all parties and/or signatories;
- (6) Properly identify all mailing addresses;
- (7) Correctly set for the amount of the contract, together with all change orders;
- (8) Set out a brief description of the work performed;
- (9) Reference to any previously recorded contract, lien or judgment inscription that may affect the property;
- (10) Certification that substantial completion has occurred, together with any applicable date(s);
- (11) Certification that no party is in default and/or that the project has been abandoned.

29.07 After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to Owner. The Owner shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

30.00 NOTICE AND SERVICE THEREOF

30.01 Any Notice to Contractor from the Owner relative to any part of this Contract shall be in writing and shall be considered delivered and the service thereof completed when said notice is posted; by certified mail, return receipt requested to the said Contractor at its last given address, or delivered in person to said Contractor or its authorized representative on the Work.

31.00 INTENTION OF THESE GENERAL CONDITIONS

31.01 These General Conditions shall be applicable to all contracts entered into by and between the Owner and Contractors, except as may be altered or amended with the consent of the Owner, and/or provided for in the Special Conditions of each contract. Contractor shall be presumed to have full knowledge of these General Conditions which shall be applicable to all contracts containing these General Conditions, whether Contractor has obtained a copy thereof or not.

32.00 SEVERABILITY

32.01 If any one or more or part of any of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

32.02 **CHANGING THESE CONDITIONS:** Owner reserves the right to change or modify these General Conditions as it deems best, or as required by law. The General Conditions may also be modified for a particular project by the use of Special Conditions prior to the issuance of the Advertisement for Bid. However, once an advertisement for bid is made for any specific project, any changes to the General Conditions as they affect that specific project must be made in writing and issued via an addendum in accordance with State Law.

33.00 LAW OF THE STATE OF LOUISIANA

33.01 The Contract Documents shall be governed by the Law of the State of Louisiana.

33.02 The Contractor agrees to pay reasonable attorney's fees and other reasonable attendant costs, in the event that it becomes necessary for the Owner to employ an attorney in order to enforce compliance with or any remedy relating to any covenants, obligations, or conditions imposed upon the Contractor by this Agreement. Attorney fees shall be based upon the prevailing hourly rate of attorney rates in the private sector. In no case shall the hourly rate be less than \$175.00 per hour. All attorney fees collected shall be paid the operating budget of the Office of the Parish President.

33.03 The jurisdiction and venue provisions shall apply to all contractors, sureties, and subcontractors. The 22nd Judicial District for the Parish of St. Tammany shall be the court of exclusive jurisdiction and venue for any dispute arising from these General Conditions and/or any contract executed in conjunction with these General Conditions. All parties specifically waive any rights they have or may have for removal of any disputes to Federal Court, or transfers to different State District Court.

33.04 Contractor warrants that it has and/or had received a copy of these General Conditions at all times material hereto; Contractor further agrees that it has read and fully and completely understands each and every condition herein.

33.05 The property description will be more fully set out by an attached exhibit.

33.06 The Contractor warrants that it has the requisite authority to sign and enter this agreement.

33.07 It is specifically understood and agreed that in the event Contractor seeks contribution from the Parish or pursues its legal remedies for any alleged breach of this agreement by the Parish, then the following list of damages **SHALL NOT BE RECOVERABLE BY CONTRACTOR**. This list includes, but is not limited to:

1. indirect costs and/or expenses;
2. direct costs and/or expenses;
3. time-related costs and/or expenses;
4. award of extra days;
5. costs of salaries or other compensation of Contractor's personnel at Contractor's principal office and branch offices;
6. expenses of Contractor's principal, branch and/or field offices;
7. any part of Contractor's capital expenses, including any interest on Contractor's capital employed for the work;
8. any other charges related to change orders;
9. overhead and general expenses of any kind or the cost of any item not specifically and expressly included in Cost of Work.

33.08 DEFAULT AND WAIVERS

It is understood that time is of the essence. It is specifically understood between the parties that Contractor waives any and all notice to be placed in default by the Owner. This

subsection shall supersede and prime any other subsection herein above that is in conflict. The Owner specifically reserves its right and specifically does not waive the requirement to be placed in default by the Contractor as per law.

33.09 St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.

33.10 It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

1. The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;
2. A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;
3. Copies of relevant documents;
4. All information establishing that the protester is an interested party and that the protest is timely; and
5. A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to Director of Procurement, St. Tammany Parish Government, P.O. Box 628, Covington, LA 70434.

The protest review shall be conducted by the Parish Procurement Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and, fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

Last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further any questions or inquires must be submitted via fax to 985-898-5227, or via email to Procurement@stpgov.org. Any questions or inquires received after the required deadline to submit questions or inquires will not be answered.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____ INCORPORATED, DULY NOTICED AND HELD ON _____, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

Certificate of Insurance Instructions

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Attachment D.

- **Certificate Holder** – STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
 - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- **Additional Insured** – We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
 - We must be named in the Description of Operations box – reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
 - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
 - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** - We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** – This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

- **Owners Protective Liability (OPL) or (OCP)** – Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled “Insurance Requirements” for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email riskman@stpgov.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name:
Contract #:

(Name St. Tammany Parish Government as an additional insured).

CERTIFICATE HOLDER**CANCELLATION**St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bond No.: _____

**CONTRACT AGREEMENT
BETWEEN PARISH AND CONTRACTOR**

BY: ST. TAMMANY PARISH GOVERNMENT

**UNITED STATES OF
AMERICA**

WITH:

**STATE OF LOUISIANA
ST. TAMMANY PARISH**

This agreement is entered into this _____ day of _____, 20____, by and between: «txtREQCompanyName», hereinafter called the "Contractor", whose business address is «txtREQAddress», «txtREQCity», «txtREQState» «txtREQZip» and the St. Tammany Parish Government, hereinafter called the "Parish", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties") for «txtPROJECTNAME» project. Witnessed that the Contractor and the Parish, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

«txtScopeSummary»

2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.

3. TIME FOR COMPLETION

The work shall be commenced on a date to be specified in a written order of the Parish and shall be completed within «intCompletionTime» calendar days from and after said date.

4. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Parish will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal» dollars.

5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened _____,
(Name of Attorney in Fact)
herein acting for _____, a corporation organized
(Surety)
and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his company, as surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». The condition of this performance and payment bond

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

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

6. LIABILITY AND INDEMNIFICATION

A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

B. Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

D. Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its

owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and

minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the

product, material or service in other than the specified operating conditions and environment.

7. MODIFICATION OF CONTRACT TERMS

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

8. TERMINATION, CANCELLATION, AND SUSPENSION

A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also

supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

- D.** Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.
- E.** In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private

sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- G.** As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

9. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

10. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a

corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in One (1) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

CONTRACTOR:

Signature

Signature

Print Name

Print Name

Signature

Title

Print Name

Date

Bond No.: _____

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT:**

Signature

Michael B. Cooper
Parish President

Print Name

Date

Signature

Print Name

APPROVED BY:

Assistant District Attorney- Civil (Surety)
Division

Signature

Date

Print Name

Section 12

Department of the Interior (DOI) (GOMESA) 30 CFR 1219.410

1. Equal Employment Opportunity

The Contractor agrees to comply with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

2. Copeland Anti-Kickback Act

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). These regulations are herein incorporated by reference in this contract.

3. Davis Bacon and Related Acts

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

4. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). These regulations are herein incorporated by reference in this contract.

5. Rights to Inventions, Copyrights, and Rights in Data

The Contractor agrees to comply with requirements and regulations pertaining to copyrights and rights in data.

6. Records Access and Retention

The Contractor agrees to grant access by Parish, the State, Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to retain all required records for three (3) years after final payments have been made and/or all other pending matters are closed.

7. Debarment and Suspension

The Contractor is prohibited from awarding any subcontract expected to equal or exceed \$25,000 to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at www.epls.gov.

8. Energy and Environmental Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8045, 8087, Mar. 11, 1998, as amended at 60 FR 19639, 19641, Apr. 19, 1995; 61 FR 7166, Feb. 26, 1996]. These regulations are herein incorporated by reference in this contract.

9. Reporting

The Contractor agrees to comply with all Federal, State, and Parish requirements and regulations pertaining to reporting on projects receiving Federal, State, or Parish funding.

10. Clean Air and Water Acts

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). These regulations are herein incorporated by reference in this contract.

11. Legal Remedies

Contracts must include administrative, contractual, and legal remedies for use in cases in which contractors violate or breach contract terms. The contract must also make clear the remedial actions which you may take.

12. Termination

Contracts in excess of \$10,000 must explain the conditions under which you may terminate them for cause or for your convenience, including the process for bringing about the termination and the basis for settlement.

13. Release of Funds

The Contractor agrees that no award, or execution of contract, or Notice to Proceed, will occur until a Release of Funds is issued by HUD for CDBG-DR Disaster Recovery funds.

14. Section 3

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

Section 13

SECTION 01025

MEASUREMENT AND PAYMENT

1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BID FORM and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1 Payment - Mobilization and Demobilization

All costs connected with the mobilization and demobilization of all of the contractor's dredging plant and equipment as defined above will be paid for at the contract lump sum price for this item. The mobilization and demobilization may not exceed twenty five percent of the total contract price. Sixty percent of the lump sum price will be paid to the contractor upon completion of his mobilization at the work site. The remaining forty percent will be paid to the Contractor upon completion of demobilization. In the event the OWNER considers that the amount in this item, sixty percent which represents mobilization and forty percent which represents demobilization, does not bear a reasonable relation to the cost of the work in this contract, the OWNER may require the contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the OWNER will result in payment of actual mobilization costs, as determined by the OWNER, at the completion of mobilization, and actual demobilization costs, as determined by the OWNER, at the completion of demobilization. The determination of the OWNER is not subject to appeal.

1.1.1 Mobilization

Mobilization shall include all costs for operations accomplished prior to commencement of actual dredging operations, this shall include transfer of dredge, attendant plant, and equipment to site, all initial installation of pipe, placement site inspection and any other associated work that is necessary in advance of the actual dredging operations.

1.1.2 Demobilization

Demobilization shall include general preparation for transfer of plant to its home base, removal of equipment, cleanup of site of work including the placement area (as applicable), placement site grading and ditching (as applicable), spillbox maintenance (as applicable), and transfer of plant to its home base.

2 UNIT PRICE PAYMENT ITEMS

The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

2.1 Payment - Dredging

Payment to be made for costs associated with dredging shall include the cost of removal, transportation and disposal of dredged material in the designated placement area as indicated and specified exclusive of the Lump Sum Payment Items as defined above. The total amount of material removed and to be paid for under this payment item will be measured by the cubic yard in place by computing the volume between the bottom surface shown by soundings of the last surveys made before dredging, and the bottom surface shown by the soundings of surveys made as soon as practicable after the work has been completed. The Contractor's unit price for dredging, based on the above method of computation of the quantity for payment, shall include his evaluation of shoaling, other natural changes in the waterway, or changes caused by the Contractor's operations that might occur during the period between the surveys before dredging and the surveys for acceptance of the work. Computations for payment purposes will be made by the Engineer using the average end area method and electronic data processing machines. Determination of quantities removed and the deductions made to determine quantities in place to be paid for in the areas specified, after having once been made, will not be reopened except on evidence of collusion, fraud, or obvious error.

2.1.1 Misplaced Material

Any material that is deposited elsewhere than in places designated or approved by the OWNER will not be paid for, and the contractor may be required to remove such misplaced material and deposit it where directed at his expense.

2.1.2 Excessive Dredging

Material taken from outside the specific areas to be dredged or beyond the limits as extended in paragraph "Required Dredging Prism, Overdepth, and Side Slopes" will be considered as excessive overdepth dredging, or excessive side slope dredging, for which payment will not be made.

2.1.3 Variations in Estimated Dredging Quantities

Where the quantity of a pay item in this Contract is an estimated quantity and where actual quantity of such pay item varies more than fifteen (15%) percent above or below the estimated quantity determined by a Before Dredging survey, an equitable adjustment shall be made upon demand of either party. The equitable adjustment shall be based upon any decrease or increase in costs due solely to the variations above one hundred fifteen (115%) percent or below eighty-five percent (85%) of the estimated quantity. The above variation in quantities will be calculated on the quantity of material removed above the project depth and side slopes only and will not be made on the material in the areas classified as allowable "over depth".

2.2 Steel Sheet Pile

Steel Sheet Pile will be paid per square foot of installed steel sheet pile.

2.3 Monthly Partial Payments

Monthly partial payments will be based on estimated quantities determined by the Contractor and approved by the Engineer.

*** End of Section ***

SECTION 02881

DREDGING

1 GENERAL

1.1 Plant

Plant and equipment employed on the work shall be in satisfactory operating condition and capable of safely and efficiently performing the work as indicated or specified and shall be subject to inspection and approval by the OWNER at all times. Equipment and machinery, including pipelines and supporting plant, shall be of sufficient size and kept in good condition at all times. Any leaks or deficiencies shall be promptly and properly repaired. No reduction in the capacity of the plant employed on the work shall be made except by written permission of the OWNER. The measure of the "capacity of Plant" shall be its actual performance on the work to which these specifications apply. All floating plant and pipelines used as access ways or working platforms shall be equipped with walkways and guardrails conforming to Corps of Engineers Manual EM 385-1-1 and meet OSHA requirements for worker safety.

1.2 Character of Materials

The material to be removed from within the limits indicated on the contract drawings includes shoal material that has accumulated since the areas were last dredged. Bidders are expected to examine the site of work and decide for themselves the character of the materials.

1.3 Obstruction Identification

The Contractor may encounter obstructions or other debris that is not identified and may pose a hazard to navigation. **The Contractor shall advise the OWNER immediately of any obstructions or other debris of this nature that is encountered.**

2 PLACEMENT OF EXCAVATED MATERIAL

2.1 General

The Contractor **shall transport and deposit the material to be excavated at his expense** as indicated and specified on the Contract Drawings. Permits have been obtained by the OWNER. The Contractor shall comply with all terms and conditions of the permits. The Contractor shall make all necessary arrangements and bear all costs in connection with the placement of the dredged material.

3 REQUIRED DREDGING PRISM, OVER DEPTH, AND SIDE SLOPES

3.1 Required Dredging Prism

Within the specific areas indicated to be dredged or areas approved by the OWNER, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified. The actual quantity within the required dredging prism will be computed from the last surveys made before dredging.

3.2 Over Depth

To cover inaccuracies of the dredging process, material actually removed from within the specific areas to be dredged to a depth of not more than one foot below the required depth will be estimated and paid for at the contract price.

3.3 Side Slopes

Material actually removed, within limits approved by the OWNER, to provide for final side slopes not flatter than 1 vertical on 3 horizontal, but not in excess of the amount originally lying above this limiting side slope, will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for up-slope material capable of falling into the cut. In computing the limiting amount of side-slope dredging, an over depth of one foot measured vertically will be used.

3.4 Method of Obtaining Soundings

Soundings to determine the volume of material removed under this contract will be made with an echo sounding survey recorder operating on a frequency of 200 KHz. The equipment will be adjusted by the bar check method to compensate for variations of the velocity of sound in water.

3.5 Basis of Surveys

The Engineer's hydrographic surveys shall be the sole basis for determining payment for dredging and final acceptance.

4 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for all dredging operations to assure compliance with contract requirements and record his inspections and tests under this system.

4.1 Inspections and Testing Requirements

Inspections and testing shall be the responsibility of the Contractor including but not limited to the following:

4.1.1 Placement Area Inspections

Inspection of any required placement area maintenance and surveillance.

4.1.2 Dredging Area Inspections and Tests

Inspections and tests to assure water quality standards are not exceeded in the vicinity of the dredge during dredging operations.

4.1.3 Equipment and Machinery Requirements

All measuring equipment, global positioning systems (GPS) and other electronic positioning systems, data plotting and recording equipment, and procedures associated with each respective item of equipment, shall be subject to the approval of the Engineer. All records produced by the equipment shall be inspected and certified as complete by the Contractor's Quality Control Representative and included as a part of the Daily Quality Control Report.

4.1.4 Miscellaneous Inspections and Test Records

A copy of the records of all inspections and tests, as well as record of corrective action taken, shall be included in the Control Plan and furnished to the OWNER as a part of the Daily Quality Control Report.

4.1.5 Inspection and Test Records

A copy of the records of inspections and tests, as well as record of corrective action taken, shall be provided to the OWNER with the Daily Report of Operations.

4.1.6 Reporting and Certificates

All measuring, plotting and recording equipment and procedures shall be subject to the approval of the OWNER. All records produced by the equipment shall be authenticated by an authorized representative of the Contractor and then provided to the OWNER with the Daily Report of Operations.

5 REPORTING REQUIREMENT

The Contractor shall prepare and maintain a daily report of operations and furnish copies daily to the OWNER. A copy of the form prescribed for recording the required information and any further instructions on the preparation of the report will be furnished at the preconstruction conference.

*** End of Section ***

SECTION 02890

STEEL SHEET PILES

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 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.

1.03 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. CONTRACTOR shall submit verification from the manufacturer that the hammer can deliver the required energy.
- D. Splice locations, if necessary, shall be reviewed and accepted by ENGINEER prior to installation.

1.04 QUALITY ASSURANCE

- A. 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.

PART 2 PRODUCTS

2.01 GENERAL

- A. All steel sheet piling shall be new and unspliced material throughout, unless otherwise reviewed and accepted by ENGINEER.
- B. Steel sheet piles and special fabricated shapes shall be of a design that ensures continuous interlock throughout the entire length when in place.

2.02 MATERIALS

- A. Steel sheet piling shall meet the requirements of ASTM A328, (Grade 50).
- B. Steel corners, tees, wyes, and crosses shall meet the requirements of ASTM A328 or ASTM A690.
- C. Steel sheet piles required for the PROJECT shall be the type and weight shown on the DRAWINGS. Sheet piling shall be constructed with a weathering finish.

1. Additional length beyond those indicated on the DRAWINGS may be required to provide for trimming of tops of sheet piling.
- D. 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.
 - E. Steel sheet piles and interlocks shall not have excessive kinks, camber or twist that would prevent the pile from reasonably free sliding to grade.
 - F. 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.
 - G. 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.

2.03 STORAGE AND HANDLING

1. Do not subject piles to damage by impact bending stresses in transporting to and storing piles onsite.
2. Store and handle piles such that corrosion protection coating will not be damaged.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin sheet pile installation until the earthwork in the area where the piles are to be driven has been completed to the extent that the grade elevation is at no more than twelve (12) inches above or below the top of the piling elevation as indicated on the DRAWINGS.

3.02 PREPARATION

- A. Any fill along the alignment of the sheet pile must be in place to sub-grade elevations and compacted prior to driving the sheet pile.
- B. Fill material (except riprap, boulders, bedding and grout) is not to be placed around the sheet pile after the sheet pile is in place.

3.03 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. Sheet Piling Driving:
1. Steel sheet piling shall be assembled before driving and then driven as a continuous wall, progressively in stages to keep the piles aligned correctly and minimize the danger of breaking the interlock between the sheets.
 2. Steel sheet piling shall be driven to form a tight bulkhead.
 3. A driving head shall be used and any piling which is damaged in driving or which has broken interlocks between sections shall be pulled and replaced at CONTRACTOR's expense.
 4. The piling shall be driven within the following tolerances:
 - a. Alignment:
 - 1) Sheet pile shall be driven to form a relatively straight line between the termini points shown on the DRAWINGS.
 - 2) Horizontal deviation of any point from a straight line connecting the two ends of the wall section shall be a maximum of six (6) inches.
 - b. Plumbness: Each individual sheet pile section shall be driven vertical, within a horizontal tolerance of two percent (2%) of any vertical length measured along the pile.
 - c. Elevation:
 - 1) Tops of sheet pile sections shall be within a tolerance of one (1) inch from plan elevations.
 - 2) CONTRACTOR shall not be paid for excess sheet pile trimmed off the end of the pile to meet final grade.
- C. CONTRACTOR shall brace and/or provide soil grading as necessary during construction operations in order to provide lateral stability for the sheet pile wall. The sheet pile wall has been designed for the soil grades of the final configuration denoted on the DRAWINGS only. Other temporary configurations during the construction period shall not be allowed.

- D. Care shall be taken during driving to keep from causing deformations of the top of the piles, splitting of section, or breaking of the interlock between sections. Care shall also be taken during driving to prevent and correct any tendency of steel sheet piles to twist or get out of plumb.
- E. Steel Z piling shall be driven with the ball-end leading. Proper care and planning shall be used to allow for this construction procedure in both immediate and possible future walls.
- F. Alternate Z piles shall be reversed end for end for proper interlocking in the "normal" position. Piles shall also be aligned properly to maintain a "normal" driving width.
- G. For sheet piles driven into the native soils, pre-drilled soils, or excavated soils a vibratory driver may be used as long as the required depth is obtained.
- H. For sheet piles being driven into bedrock, an approved hammer utilizing a minimum hammer energy of 19,000 foot-pounds per square inch of steel section shall be used to obtain the required depth or virtual refusal. The hammer shall be clearly marked so that it can be identified at the job site.
- I. Steel sheet pile that is full length as shown on the DRAWINGS and is required to be driven below the specified cutoff elevation shall be spliced with additional steel sheet piling with a full penetration butt weld.

END OF SECTION

DIVISION II

TECHNICAL SPECIFICATIONS

SECTION 727

"MOBILIZATION"

PART 1: DESCRIPTION:

All work shall be in accordance with the requirements of Section 727 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

PART 2: MATERIALS:

None

PART 3: MEASUREMENT AND PAYMENT

Payment shall be in accordance with Table 727-1 in Section 727 of the Louisiana Standard Specifications for Roads and Bridges, 2016 Edition, as amended.

Payment for this work will be as noted in Section 01025, Measurement and Payment.

* * *

Section 14

APPENDIX

JOHN BEL EDWARDS
GOVERNOR



ROBERT E. SHADOIN
SECRETARY

PO BOX 98000 | BATON ROUGE LA | 70898

Louisiana Natural & Scenic River System
SCENIC RIVER PERMIT #1275

Issue/Effective Date: August 31, 2023

Scenic River: West Pearl River

Recipient: St. Charles Parish Government
c/o ELOS Environmental, LLC
Attn: Ariel Ebanks
607 West Morris Avenue
Hammond, LA 70403

Description: Installation of 500' Bulkhead and Dredging Davis Canal at West Pearl River

This permit is issued under the authority of Part II of Chapter 8, Title 56 of the LRS of 1970 as amended and re-enacted regarding the Louisiana Natural & Scenic Rivers System and the administrative procedures pertaining to the management of watercourses designated as Scenic Rivers.

The permit is issued by the Administrator with the understanding that the permit holder, in implementation of the project, will proceed in compliance with the general and special conditions contained herein. The permit holder is expected to minimize adverse impacts to the structural and functional integrity of the natural systems and aesthetics associated with the Scenic River where the activity is occurring to preserve the fundamental character and purpose for which the System was established.

The Administrator assumes no responsibility and incurs no liability for injury or damage to persons or property caused by any act or omission of the permit holder or his agent in the permission granted by this permit. In addition to the Department of Wildlife & Fisheries (LDWF), the application was given a full and thorough evaluation by the Louisiana Departments of Agriculture & Forestry; Culture, Recreation & Tourism; Environmental Quality; and the Office of State Planning and Budget. If during the review process, objections were made to the proposed activity, those objections were either found to be insignificant or they have been included in the conditions of the permit.

This permit shall expire if the permitted activity has not begun within 18 months of the "Effective Date" indicated above.

The Permittee shall adhere to and comply with the following permit conditions:

General Conditions:

- 1) 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 ensure that no project related sediments, debris and other pollutants enter West Pearl River. 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 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.


Upon the completion of construction activities or if at any time construction activities cease for more than 14 days, all disturbed soils shall be re-vegetated by sod, seed, or another acceptable method, as necessary, to restore cover and prevent erosion.

- 2) The permittee will acquire all other federal, state, local, and municipal permits and permissions required for the permitted activity prior to commencement of work. The permittee has title to the property or permission from the landowner to implement the project.
- 3) If during project activity, any sensitive archaeological, biological or botanical element is encountered, activity will temporarily cease and the permit holder will contact the Administrator to determine the disposition of that element or artifact.
- 4) This project must be carried out in a manner consistent with the design that the permittee submitted during the permit process and as depicted in the attached "final plats". Should significant physical modification to the project become necessary during implementation of the project or after its completion, the permit holder will submit a letter of explanation within one week of discovery to the Administrator to determine if another permit application will be required.
- 5) The permittee shall allow representatives of LDWF to make periodic inspections to ensure the activity is in accordance with the conditions of this permit.
- 6) The permittee shall ensure that all contractors, subcontractors, and workers are made fully aware of the limits of the work authorized by this permit and adhere to and comply with all conditions listed in this Scenic River permit. Non-compliance with permit terms and conditions may result in permit suspension or revocation, and all other remedies allowed by law.

Special Conditions:

- 1) Upon completion of the activities authorized by this permit, the permittee shall immediately contact this Department (Amelia Wolfe at 225-765-2357 or awolfe@wlf.la.gov) and submit post-construction, photographic documentation of the proposed project to LDWF within 30 days following project completion. LDWF will review the completed activity to assure that all activities were performed in accordance with the conditions of this permit.
- 2) The permittee shall post a copy of this Scenic Rivers Permit in a conspicuous location at the site of the activity authorized by this permit during all phases of construction.
- 3) All structures built under the authorization and conditions of this permit shall be removed from the site upon 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 Scenic Rivers Permit, should one be required, for such removal activities.
- 4) To prevent the impedance of overbank flows, the proposed bulkhead shall be installed at the same elevation of the existing bankline elevation.
- 5) This permit does not authorize land reclamation. The proposed bulkhead shall be constructed within the existing bankline alignment.
- 6) All loose materials used during construction of the bulkhead shall be fastened or secured, as to prevent trash and debris from entering the West Pearl River.
- 7) The permittee shall not clear any native woody vegetation greater than 8 inches in diameter at breast height (DBH) along the bank of the subject property. The property's existing mature riparian forest buffer shall be maintained in its present state, at a similar density and composition for the life of the project. To this end, regeneration should either be allowed through natural recruitment or provided for by planting of native tree species. Furthermore, LDWF recommends that any exotic vegetation such as Chinese tallow tree (*Triadica sebifera*) be removed from the site.

If you need additional information, please contact Amelia Wolfe, Scenic Rivers Biologist, in the LDWF Baton Rouge Office at (225) 765-2357.


Robert E. Shadoin
Administrator

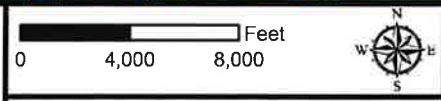
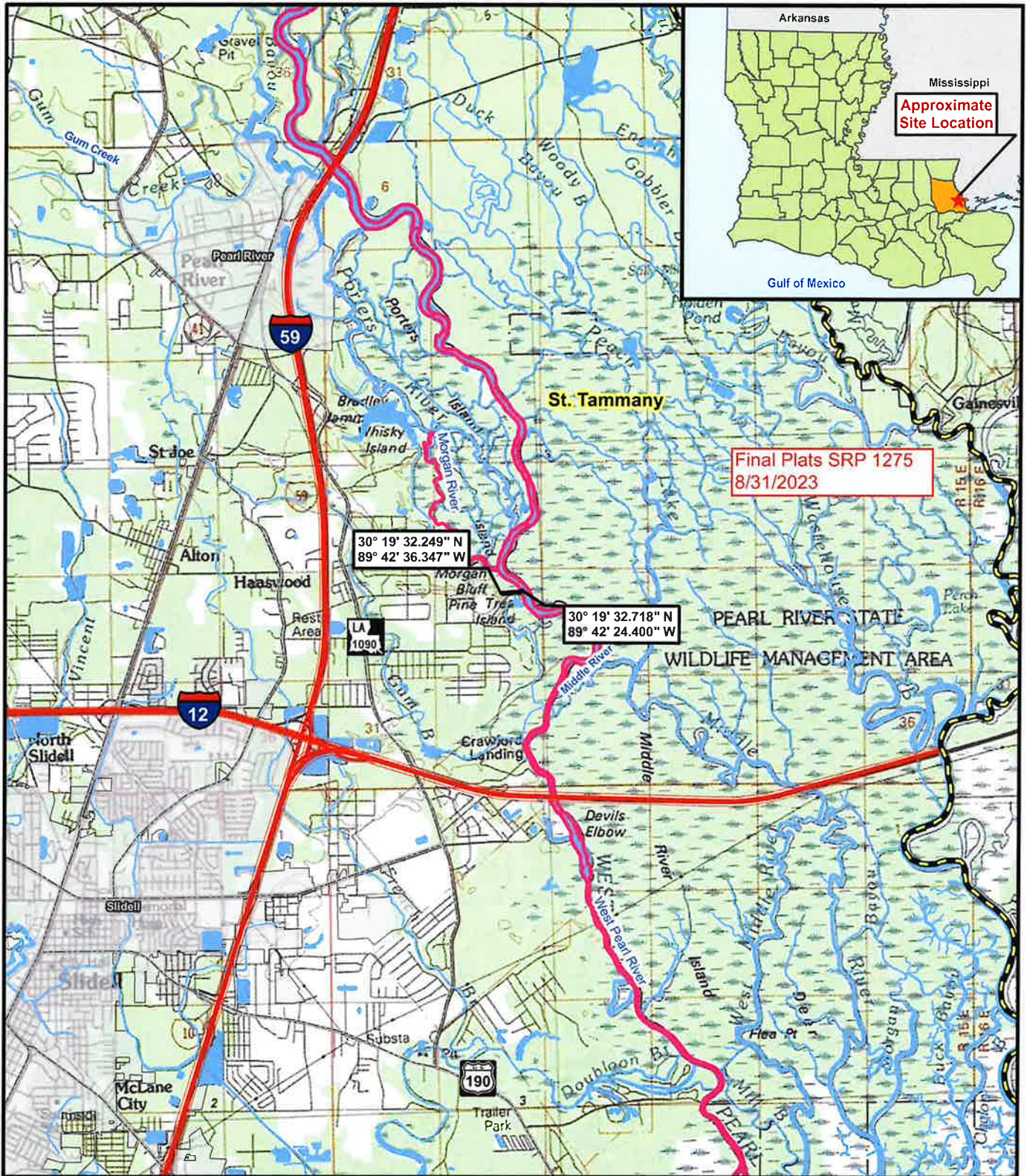
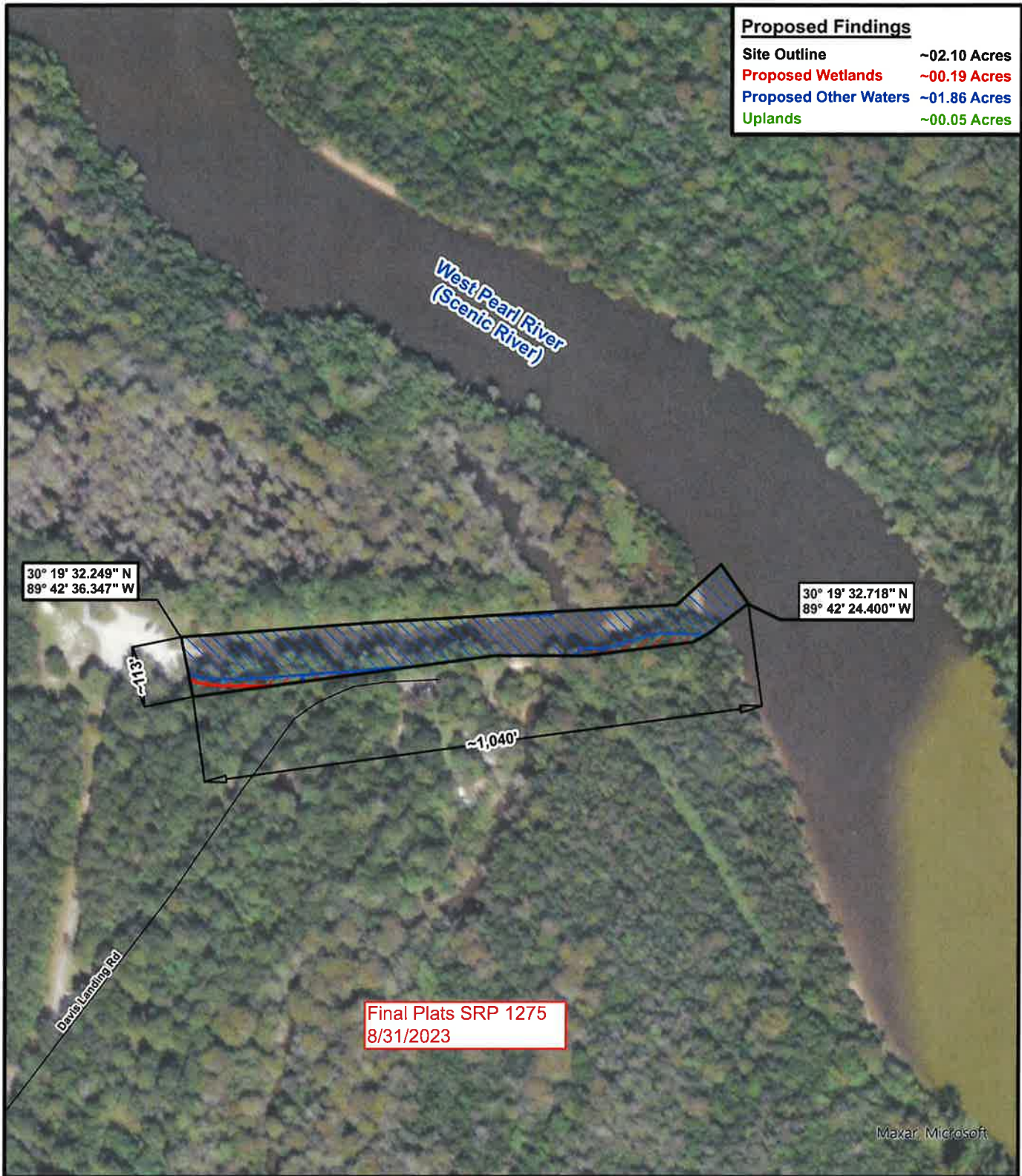


Figure 1: TopoVicinity Map
Davis Landing Canal Restoration

Legend:	
	Site Outline
	Waterbody
	Parish Boundary
	Scenic Rivers
	Interstate
	Stream/River
	Highway
	City/Town

Sections: 29
 Township: 08 South
 Range: 15 East

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.



Proposed Findings	
Site Outline	~02.10 Acres
Proposed Wetlands	~00.19 Acres
Proposed Other Waters	~01.86 Acres
Uplands	~00.05 Acres

30° 19' 32.249" N
89° 42' 36.347" W

30° 19' 32.718" N
89° 42' 24.400" W

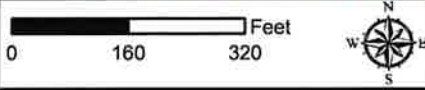
~113'

~1,040'

Davis Landing Rd

Final Plats SRP 1275
8/31/2023

Maxar, Microsoft



Legend:

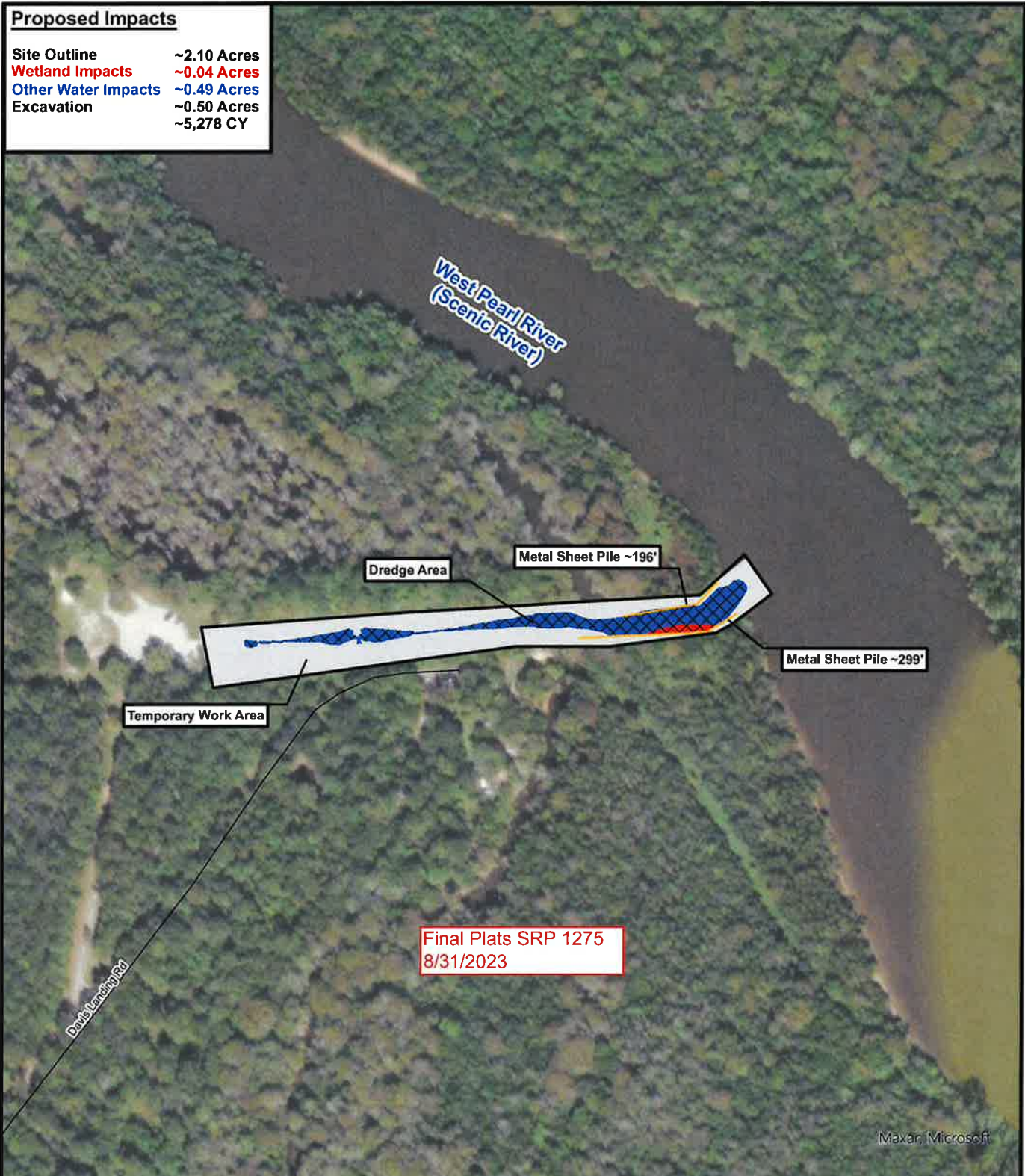
- Site Outline
- Proposed Other Waters
- Proposed Wetlands
- Roadway

Figure 2: Existing Conditions
Davis Landing Canal Restoration

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.

Proposed Impacts

Site Outline	~2.10 Acres
Wetland Impacts	~0.04 Acres
Other Water Impacts	~0.49 Acres
Excavation	~0.50 Acres
	~5,278 CY



Maxar, Microsoft



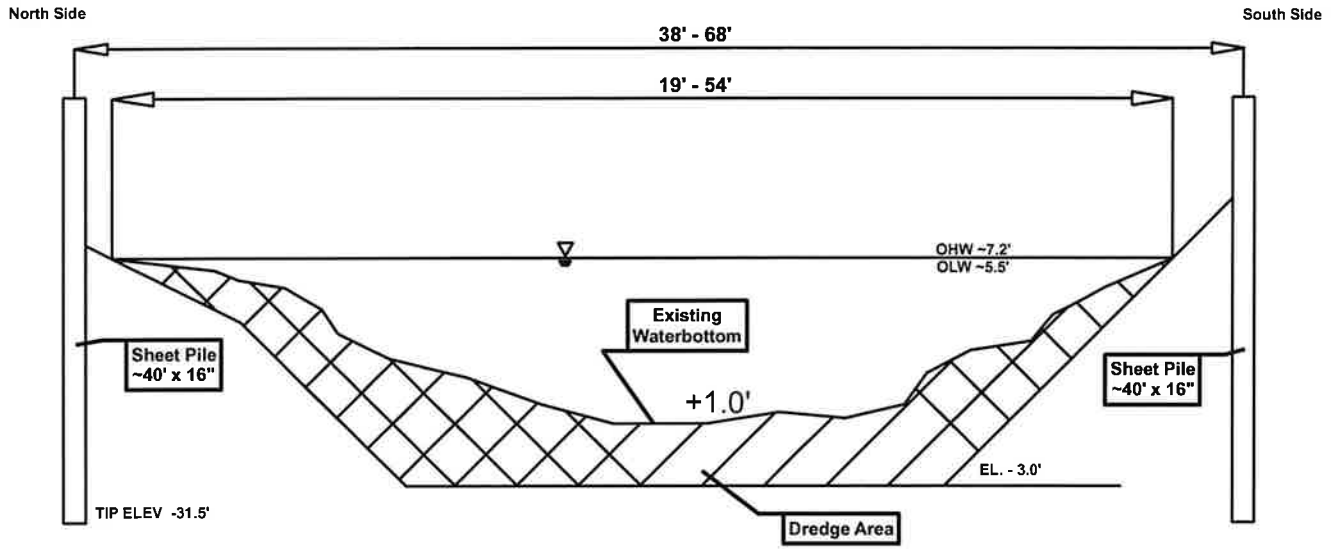
Legend:

Site Outline	Dredge Area
Other Water Impacts	Temporary Work Area
Wetland Impacts	
Metal Sheet Pile ~495'	

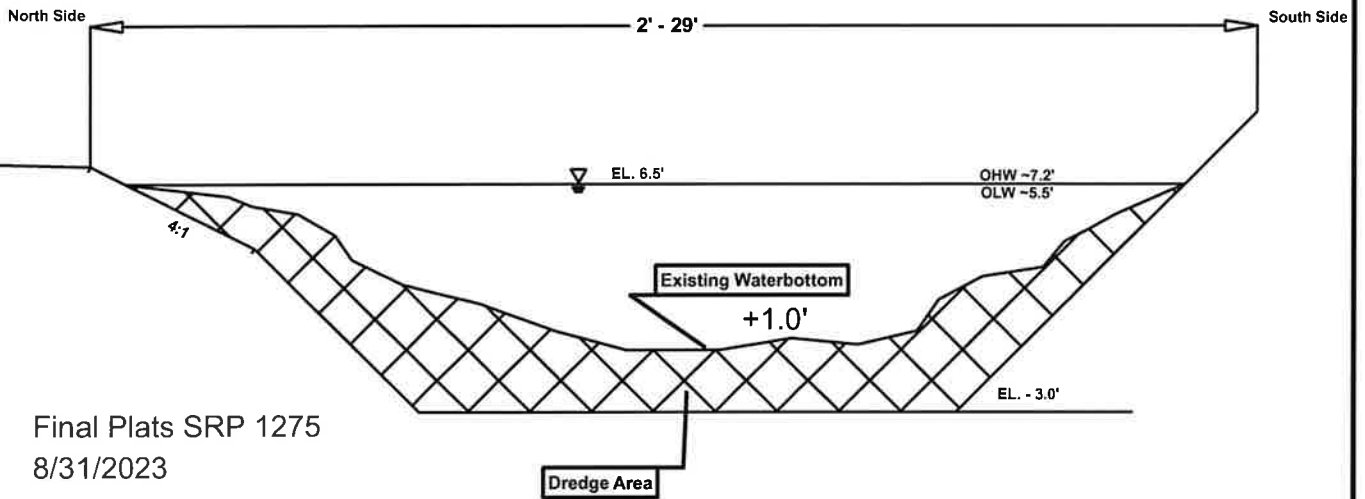
Figure 3: Proposed Impacts
Davis Landing Canal Restoration

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.

Davis Landing Canal with Sheet Pile



Davis Landing Canal



Final Plats SRP 1275
8/31/2023




Scale = Not to Scale

Figure 4: Typical Section

**Davis Landing Canal
Restoration**

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.

U.S. Army Corps of Engineers (USACE) APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT 33 CFR 325. The proponent agency is CECW-CO-R.		Form Approved - OMB No. 0710-0003 Expires: 02-28-2022	
<p>The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.</p>			
PRIVACY ACT STATEMENT			
<p>Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcl.dod.defense.gov/Privacy/SORNSIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx</p>			
(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)			
1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
(ITEMS BELOW TO BE FILLED BY APPLICANT)			
5. APPLICANT'S NAME		8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)	
First - Randall	Middle - B.	Last - Pausina	First - Ariel
			Middle - M.
			Last - Lbanks
Company - St. Tammany Parish Government		Company - ELOS Environmental, L.L.C	
E-mail Address - rbpausina@stlpgov.org		E-mail Address - acbanks@eloscenv.com	
6. APPLICANT'S ADDRESS:		9. AGENT'S ADDRESS:	
Address- 21490 Koop Dr.		Address- 607 W. Morris St.	
City - Mandeville	State - LA	Zip - 70471	Country - US
			City - Hammond
			State - LA
			Zip - 70403
			Country - US
7. APPLICANT'S PHONE NOS. w/AREA CODE		10. AGENTS PHONE NOS. w/AREA CODE	
a. Residence	b. Business	c. Fax	a. Residence
	(985) 898-2529		b. Business
			(985) 662-5501
			c. Fax
			(985) 662-5504
STATEMENT OF AUTHORIZATION			
11. I hereby authorize, <u>ELOS Environmental, L.L.C</u> to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application. St. Tammany Parish Government, by Michael B. Cooper, President			
 SIGNATURE OF APPLICANT		<u>05/15/2023</u> DATE	
NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY			
12. PROJECT NAME OR TITLE (see instructions) Davis Landing Canal Restoration			
13. NAME OF WATERBODY, IF KNOWN (if applicable)		14. PROJECT STREET ADDRESS (if applicable)	
Davis Landing Canal		Address 698-664 Davis Landing Rd.	
15. LOCATION OF PROJECT		City - Slidell	
Latitude: +N 30°19'32.249"	Longitude: -W -89°42'36.347"	State - LA	Zip - 70461
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)			
State Tax Parcel ID		Municipality	
Section - 29	Township - 08 South	Range - 15 East	

17. DIRECTIONS TO THE SITE

Via 1455 Clay St. Vicksburg, MS 39183- START: Get on I-55 S in Copiah County from MS-27 S. Head east on Clay St toward 2nd N St. Slight right onto Clay St/Old U.S. 80. Turn right onto MS-27 S. Turn right onto MS-18 W/MS-27 S. Turn left onto MS-27 S. Turn right to merge onto I-55 S toward Brookhaven. Follow I-55 S and I-12 E to US-11 N/Front St in St. Tammany Parish. Take exit 83 from I-12 E. Merge onto I-55 S (Entering Louisiana). Take exit 29A to merge onto I-12 E toward Slidell. Take exit 83 for US-11 N toward Pearl River. Take Brownswitch Rd. to Davis Landing Rd. Use the right lane to turn left onto US-11 N/Front St. Turn right at the 1st cross street onto Brownswitch Rd. At the traffic circle, continue straight onto E Brownswitch Rd. Turn left onto LA-1090 N. Turn right onto Davis Landing Rd. Turn left to stay on Davis Landing Rd. Continue straight to stay on Davis Landing Rd. (Destination will be on the right). END.

18. Nature of Activity (Description of project, include all features)

The proposed project involves maintenance dredging along the length of Davis Landing Canal beginning from the existing boat launch to its confluence with the Pearl River. Excavated material will be disposed of in a non-wetland location offsite. Additionally, metal sheet pile will be installed along the right and left descending banks of the canal near its confluence with the Pearl River.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

Davis Landing Canal is one of the primary recreational access points to the Pearl River Wildlife Management Area and waters of the Pearl River system. The canal is currently only accessible by small boats and canoes due to the accumulation of sediment, particularly at its confluence with the Pearl River. The proposed dredging will facilitate accessibility and allow for passage of larger vessels in the canal. Installation of metal sheet pile on the canal banks will prevent bank sloughing and sediment accumulation.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type	Type	Type
Amount in Cubic Yards	Amount in Cubic Yards	Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

The maintenance dredging of the Davis Canal will not permanently impact vegetated wetlands. Dredging will only occur within canal limits and disposal of collected excavated material will be at a non-wetland area offsite. Construction of the metal sheet pile will only cause temporary impacts to 0.04 acres of wetland vegetation during construction but will be offset by the erosion protection the sheet pile provides wetlands.

24. Is Any Portion of the Work Already Complete? Yes No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- Pearl River Wildlife Management Area, 42371 Phyllis Ann Dr.

City - Hammond State - LA Zip - 70403

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

a. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
USACE	PJD	MVK-2022-786	5/10/2022	11/7/2022	

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant. SL Tammany Parish Government, by Michael B. Cooper, President

SIGNATURE OF APPLICANT *Michael B. Cooper* DATE 05/15/2023 SIGNATURE OF AGENT *David E. ...* DATE 5/30/23

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

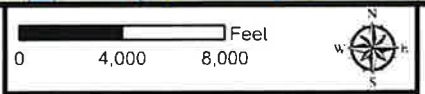
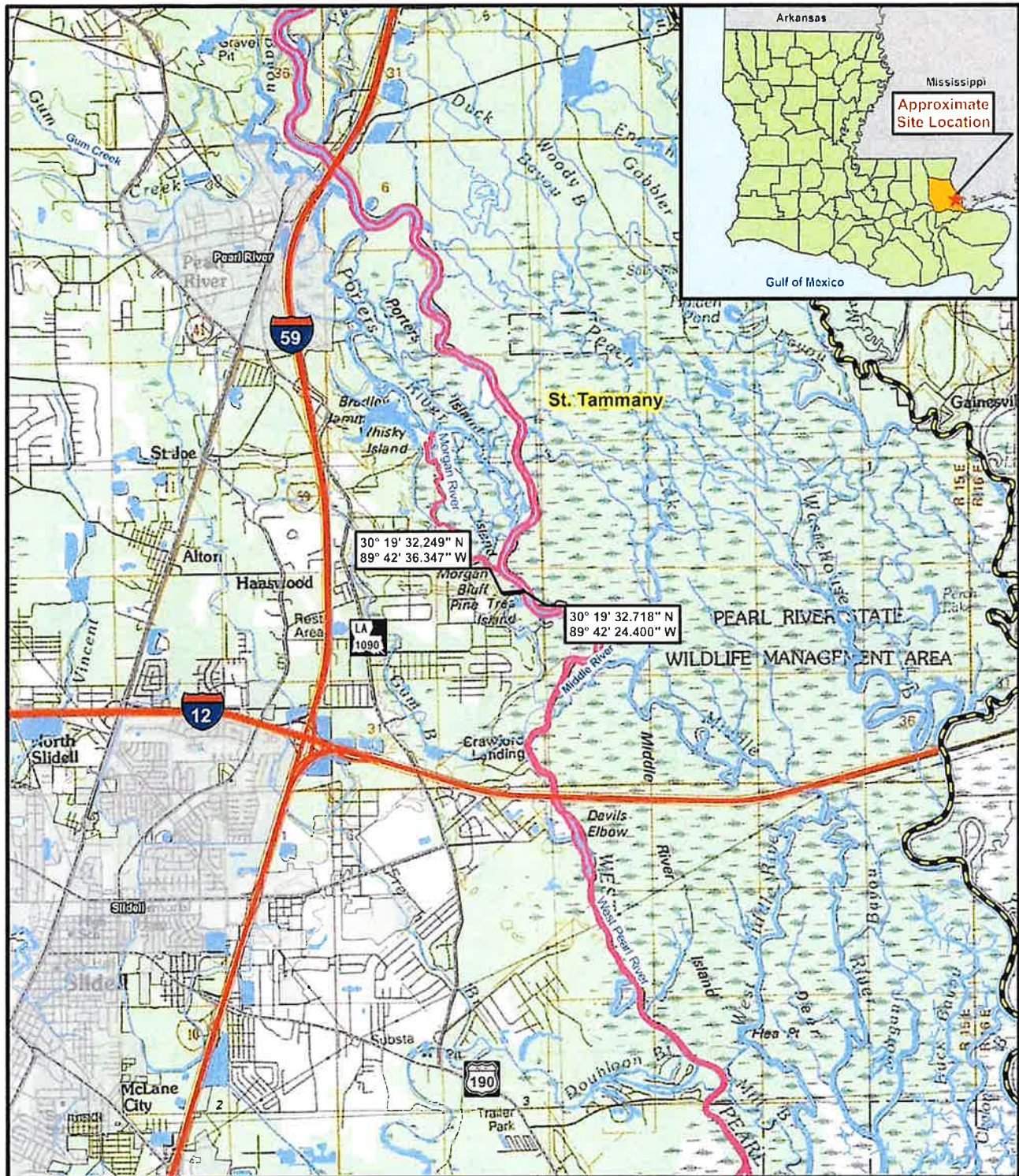


Figure 1: TopoVicinity Map
Davis Landing Canal Restoration

Legend:	
	Site Outline
	Waterbody
	Parish Boundary
	Scenic Rivers
	Interstate
	Stream/River
	Highway
	City/Town

Sections: 29
 Township: 08 South
 Range: 15 East

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.



Proposed Findings	
Site Outline	~02.10 Acres
Proposed Wetlands	~00.19 Acres
Proposed Other Waters	~01.86 Acres
Uplands	~00.05 Acres

30° 19' 32.249" N
89° 42' 36.347" W

30° 19' 32.718" N
89° 42' 24.400" W

~1,040'

Davis Landing Rd

Map: Microsoft



- Legend:**
- Site Outline
 - Proposed Other Waters
 - Proposed Wetlands
 - Roadway

Figure 2: Existing Conditions
Davis Landing Canal Restoration

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.

Proposed Impacts	
Site Outline	~2.10 Acres
Wetland Impacts	~0.04 Acres
Other Water Impacts	~0.49 Acres
Excavation	~0.50 Acres
	~5,278 CY

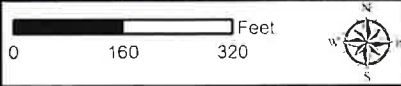
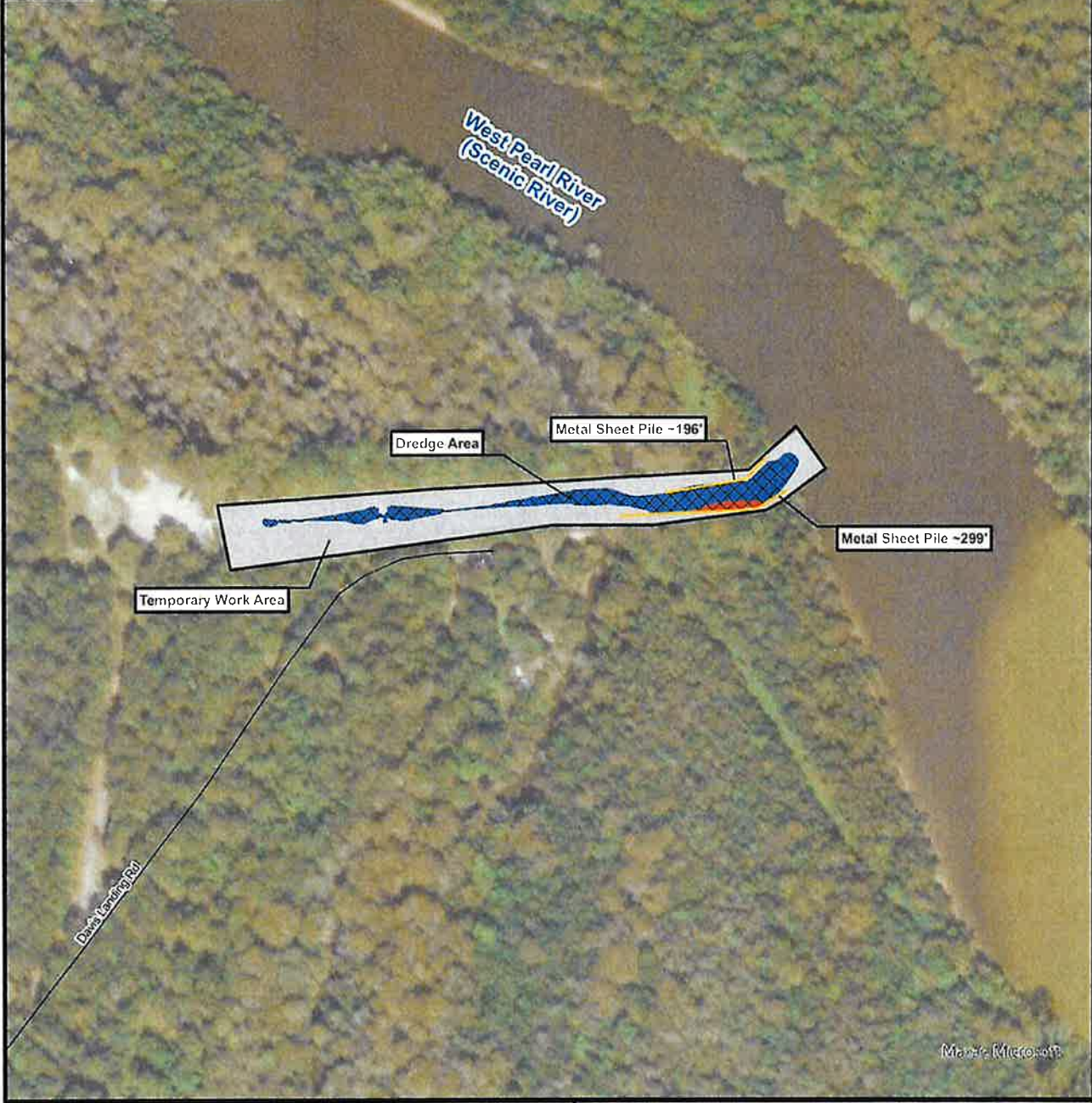
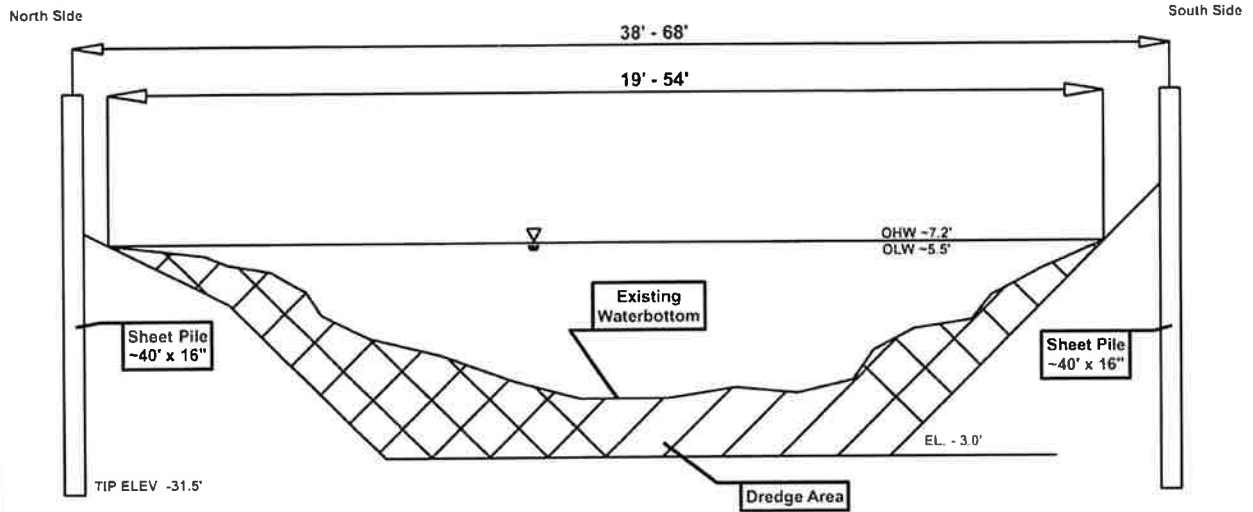


Figure 3: Proposed Impacts
Davis Landing Canal Restoration

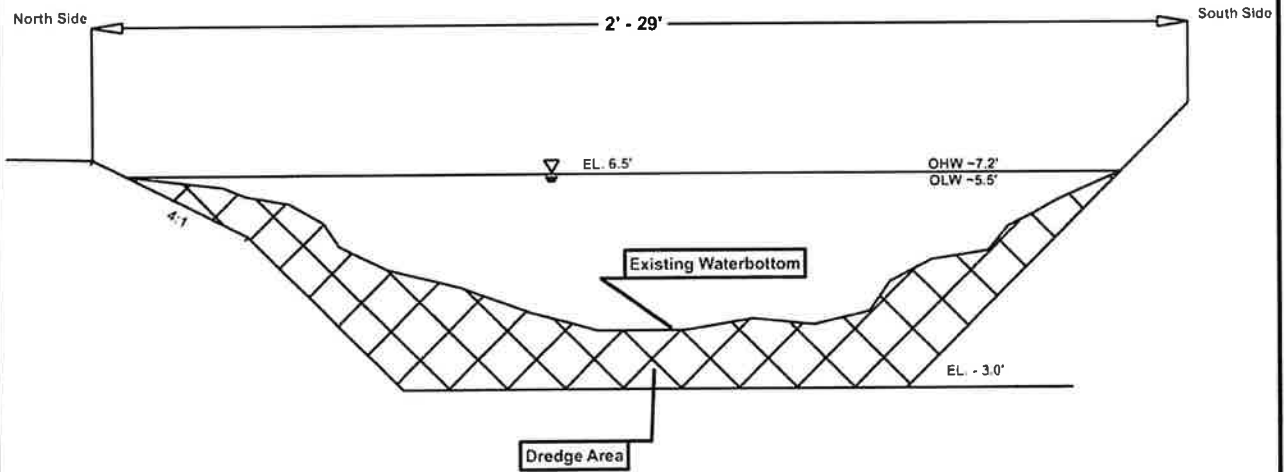
Legend:	
Site Outline	Dredge Area
Other Water Impacts	Temporary Work Area
Wetland impacts	
Metal Sheet Pile ~495'	

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.

Davis Landing Canal with Sheet Pile



Davis Landing Canal



Scale = Not to Scale

Figure 4: Typical Section

**Davis Landing Canal
Restoration**

This figure was prepared utilizing public and proprietary data. It should not be used to establish any legal boundaries or specific locations. ELOS Environmental, L.L.C., is not responsible for any usage of this figure contrary to its original, intended purpose.

SPECIAL CONDITIONS
NATIONWIDE PERMIT No. 13

Bank Stabilization

Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects (an exception is for bulkheads – the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);
- (c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge of dredged or fill material will result in no more than minimal adverse environmental effects;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);
- (g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;
- (h) The activity is not a stream channelization activity; and
- (i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate

measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges of dredged or fill material into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of dredged or fill material of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.)

(Authorities: Sections 10 and 404)

Note: In coastal waters and the Great Lakes, living shorelines may be an appropriate option for bank stabilization, and may be authorized by NWP 54.

SPECIAL CONDITIONS
NATIONWIDE PERMIT No. 35

Maintenance Dredging of Existing Basins

The removal of accumulated sediment for maintenance of existing marina basins, access channels to marinas or boat slips, and boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less. All dredged material must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. Proper sediment controls must be used for the disposal site.

(Authority: Section 10)

May 8, 2024

VIA EMAIL

Mr. Ben Lacher, CMIT
Senior Project Manager
Manning Architecture Interiors Planning
605 Poydras Street, Suite 1250
New Orleans, LA 70130-6101
Email: bjl@manning.xyz

Re: Sarah T. Reed Senior High School
Exterior Door Replacement
Recommendation of Apparent Lowest Responsive Quoter
OPSB Project No. ITB24-FAC-0019
A/E Project No. 23-1130-0037

Dear Mr. Lacher:

Our office is in receipt of the only quote package that was submitted for the above referenced project. The apparent lowest responsive quoter appears to be Stallings Construction Company, Inc., 424 S. Anthony St., New Orleans, LA 70119 for a Base Quote amount of \$95,700 and Additive Alternate No. 1 in the amount of \$36,700.

We recommend awarding the contract to Stallings Construction Company, Inc. for the total quote amount of \$132,400 with a contract completion time of one hundred twenty (120) consecutive calendar days.

Please review the above and let us know if you have any questions.

Sincerely,
Meyer Engineers, Ltd.

Donovan P. Duffy, P.E.

DPD/tmt

Enclosures

2021 Nationwide Permits General Conditions, District Engineer's Decision and Further Information

2021 Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) 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 or her 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.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical

destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical

habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is

required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer 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.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to

those waters. The district engineer may authorize activities under these NWP's only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas

involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal

agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also

require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed

the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to

general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.
- (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs).

This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The

district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

2021 District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic

resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP

with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

2021 Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

Revised to include any NWP-specific regional conditions for the 40 NWPs reissued and 1 new NWP issued on December 27, 2021.

1. STATE OF LOUISIANA

2. 2021 NATIONWIDE PERMIT (NWP) REGIONAL CONDITIONS

PART I - REGIONAL CONDITIONS FOR ALL NWPS:

Regional Condition 1. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of cypress swamp and/or cypress-tupelo swamp.

Regional Condition 2. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of coastal prairie, pine savanna, and/or pitcher plant bogs.

Regional Condition 3. No regulated activity is authorized under any NWP permit which has been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary.

Regional Condition 4. Dredged and/or fill material placed within wetlands and other waters must be free of contaminants.

Regional Condition 5. For work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana;

a. The New Orleans District's Programmatic General Permit (PGP) generally supersedes the Nationwide Permits for regulated activities located within the Louisiana Coastal Zone within the New Orleans Corps District boundaries. Projects typically will not qualify for a Nationwide Permit if they qualify for the Programmatic General Permit.

b. A joint permit application for work must first be submitted to the Louisiana Department of Natural Resources, Office of Coastal Management (OCM). OCM will then forward the request to the Corps of Engineers-New Orleans District.

c. NWP verification requests that have not received a Coastal Use Permit or other consistency determination from the OCM would be processed by the Corps. However, if granted, authorization may be conditioned to require the applicant to obtain appropriate authorization from OCM before the NWP is valid.

Regional Condition 6. A pre-construction notification, as defined under nationwide general condition 32, will be provided for all regulated activities, excluding Nationwide 20, that

a. Adversely affect greater than 1/10 acre of wetlands within the Louisiana Coastal Zone, and/or;

b. Adversely impact a Louisiana designated Natural and Scenic River or a state or federal wetland/wildlife management area and/or refuge.

Regional Condition 7, Supplement to General Condition 2 – Aquatic Life Movement. To support compliance with General Condition 2 of the NWPs, culverts must be sufficiently sized to maintain expected high water flows and be installed at a sufficient depth to maintain low flows to sustain the movement of aquatic species.

Regional Condition 8, ESA Additional Information and State Regulation. NWP GC 18(g) provides links to information about threatened and endangered species and their critical habitat from FWS and NMFS. Within the state of Louisiana, additional information regarding the state protection status of rare, threatened and endangered species and compliance with state threatened and endangered species laws and regulations can be obtained from LDWF at their world wide web pages at <https://www.wlf.louisiana.gov/page/request-wildlife-diversity-project-review-or-digital-data>. **Proponents of regulated activities are reminded that NWPs only authorize activities from the perspective of the U.S. Army Corps of Engineers; state permits, approvals and authorizations may also be required.**

PART II - REGIONAL CONDITIONS FOR SPECIFIC NWPS

NWP 1. *Aids to Navigation:*

No regional conditions are proposed.

NWP 2. *Structures in Artificial Canals:*

No regional conditions are proposed.

NWP 3. *Maintenance:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 4. *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities:*

No regional conditions are proposed.

NWP 5. *Scientific Measurement Devices:*

Pre-construction notification, as defined under nationwide general condition 32, is required for all weirs and flumes in any water of the United States.

NWP 6. Survey Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 7. Outfall Structures and Associated Intake Structures:

Activities that include the construction of intake structures must include adequate fish exclusion screening devices.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 8. Oil and Gas Structures on the Outer Continental Shelf:

No regional conditions are proposed.

NWP 9. Structures in Fleeting and Anchorage Areas:

No regional conditions are proposed.

NWP 10. Mooring Buoys:

No regional conditions are proposed.

NWP 11. Temporary Recreational Structures:

No regional conditions are proposed.

NWP 12. Oil or Natural Gas Pipeline Activities:

Pre-Construction Notification, as defined under nationwide general condition 32, is required for regulated **pipeline activities within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

A 50-foot gap shall be required for every 500 linear feet of sidecast material resulting from trench excavation activities associated with pipeline construction. Under certain circumstances the gap intervals may be modified. Additionally, no fill shall be placed in a manner which would impede natural watercourses.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 13. Bank Stabilization:

Rip-rap material shall be free of protruding reinforcement material (i.e., rebar). Such material may pose a hazard to navigation and recreational uses.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 14. Linear Transportation Projects:

Pre-Construction Notification, as defined under nationwide general condition 32, is required for all regulated **linear transportation crossings within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 15. U.S. Coast Guard Approved Bridges:

No regional conditions are proposed.

NWP 16. Return Water from Upland Contained Disposal Areas:

No regional conditions are proposed.

NWP 17. Hydropower Projects:

No regional conditions are in proposed.

NWP 18. Minor Discharges:

This NWP, via disavowal of Coastal Zone certification by the Louisiana

Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 19. *Minor Dredging:*

No regional conditions are proposed.

NWP 20. *Response Operations for Oil and Hazardous Substances:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 21. *Surface Coal Mining Activities:*

No regional conditions are proposed.

NWP 22. *Removal of Vessels:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 23. *Approved Categorical Exclusions:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 24. *Indian Tribe or State Administered Section 404 Programs:*

Not applicable in the State of Louisiana.

NWP 25. *Structural Discharges:*

No regional conditions are proposed.

NWP 26. (Reserved)

NWP 27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities:

No regulated activities shall be authorized that would convert tidal wetlands to another aquatic habitat type.

NWP 28. Modifications of Existing Marinas:

No regional conditions are proposed.

NWP 29. Residential Developments:

This NWP, via disavowal of water quality certification by the Louisiana Department of Environmental Quality, is considered **denied** without prejudice for all developments except those associated with construction or expansion of a single residence. For all developments consisting of more than a single residence, individual requests for approval under this NWP will be considered on a case-by-case basis only after receipt by the appropriate Corps district of an individual water quality certification, waiver, or other approval by the Louisiana Department of Environmental Quality.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 30. Moist Soil Management for Wildlife:

No regional conditions are proposed.

NWP 31. Maintenance of Existing Flood Control Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 32. Completed Enforcement Actions:

No regional conditions are proposed.

NWP 33. Temporary Construction, Access and Dewatering:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within

the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 34. *Cranberry Production Activities:*

Not applicable within the state of Louisiana.

NWP 35. *Maintenance Dredging of Existing Basins:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 36. *Boat Ramps:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 37. *Emergency Watershed Protection and Rehabilitation:*

No regional conditions are proposed.

NWP 38. *Cleanup of Hazardous and Toxic Waste:*

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will ***be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.***

NWP 39. *Commercial and Institutional Developments:*

This NWP, via disavowal of water quality certification by the Louisiana Department of Environmental Quality, is considered **denied** without prejudice. Individual requests for approval under this NWP will be considered on a case-by-case basis only after receipt by the appropriate Corps district of an individual water quality certification, waiver, or other approval by the Louisiana Department of Environmental Quality.

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within

the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 40. Agricultural Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 41. Reshaping Existing Drainage Ditches:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 42. Recreational Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 43. Stormwater Management Facilities:

Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Navigation Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 44. Mining Activities:

Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 45. Repair of Uplands Damaged by Discrete Events:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 46. Discharges in Ditches:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 47. [Reserved]

NWP 48. Existing Commercial Shellfish Aquaculture Activities:

No regional conditions are proposed.

NWP 49. Coal Remining Activities:

No regional conditions are proposed.

NWP 50. Underground Coal Mining Activities:

No regional conditions are proposed.

NWP 51. Land-Based Renewable Energy Generation Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 52. Water-Based Renewable Energy Generation Pilot Projects:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 53. Removal of Low-Head Dams:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 54. Living Shorelines:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 55. Seaweed Mariculture Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 56. Finfish Mariculture Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 57. Electric Utility Line and Telecommunication Activities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 58. Utility Line Activities for Water and Other Substances:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

NWP 59. Water Reclamation and Reuse Facilities:

This NWP, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered **denied** without prejudice within the Louisiana Coastal Zone. Individual requests for approval under this NWP will **be conditioned to require the applicant to obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.**

PART III - WATER QUALITY REGIONAL NWPS CONDITIONS FOR "INDIAN COUNTRY" LANDS

The Environmental Protection Agency (EPA) is the agency required to address water quality certification of the 2021 nationwide permits (NWPs) in Indian country¹ where a tribe has not received treatment in the same manner as a state for the Clean Water Act (CWA) Section 401 program. Tribes which have received treatment in the same manner as a state (TAS) for the water quality standards and §401 certification programs and which have EPA-approved water quality standards will be contacted by the Corps of Engineers for the water quality certification process. EPA is the agency required to address water quality certification for tribes that have not received TAS for the water quality standards and 401 certification programs. At this time, no Indian tribes in Louisiana have CWA Section 401 authority.

1. The permittee shall conduct all work in such a manner to comply with all U.S. Army Corps of Engineers §404 permit conditions.

¹ "Indian Country", as defined in 18 U.S.C. 1151, means: (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a State; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

2. The permittee shall keep a copy of this certification with conditions at the project site during all phases of construction. All contractors or subcontractors involved in the project must be provided a copy of this certification prior to commencement of activities.
3. All heavy equipment used in the project areas shall be steam cleaned before the start of the project and inspected daily for leaks. Leaking equipment must not be used in or near surface water or in a wetland area. Equipment shall be parked outside the waterbody when not in use.
4. All fuels, oil, hydraulic fluid, or other substances of this nature must not be stored, temporarily or otherwise, within the normal floodplain or the wetland. A secondary containment system for these items shall be used in the event the primary containment system leaks. Refueling or servicing of equipment must not take place within 100 feet of any watercourse or within the wetland area.
5. The construction area shall be protected such that a runoff event will not move soil or contaminants to surface water or away from the construction site. These measures shall be in place prior to the commencement of activities and inspected daily.
6. Temporary mats must be placed on stream banks, riparian areas, and wetlands, to minimize impacts to soil and vegetation from heavy equipment. Temporary access roads must be restored to pre-project conditions.
7. All asphalt, concrete, and other construction materials must be properly handled and contained to prevent releases to the stream channels. All concrete that is to be poured must be fully contained in mortar-tight forms to prevent accidental releases to surface water or ground water. No discharge of any concrete to surface water or ground water may occur. Dumping of waste materials near watercourses is strictly prohibited.
8. Work in a stream channel should be limited to periods of no flow when practicable, and must be limited to periods of low flow. Avoid working within the channel during spring runoff or summer thunderstorm season.
9. When working in a stream channel, flowing water must be temporarily diverted around the work area to minimize sedimentation and turbidity problems. Acceptable diversion structures are non-erosive and include (but are not limited to) sand bags, water bladders, concrete barriers lined with plastic, and flumes.
10. The permittee shall restore all areas disturbed by construction activities to pre-project conditions. This shall include restoration of surface contours, stabilization of the soil, and restoration of appropriate native vegetation to establish permanent cover.

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, Ph.D.
SECRETARY

State of Louisiana

DEPARTMENT OF ENVIRONMENTAL QUALITY ENVIRONMENTAL SERVICES

DEC 15 2020

Mr. Martin S. Mayer
Chief, Regulatory Branch
US Army Corps of Engineers, New Orleans District
Attn: Brenda Archer
CEMVN-ODR
7400 Leake Avenue
New Orleans, Louisiana 70118

AI No.: 149056
Activity No.: CER20200001

RE: Water Quality Certification WQC 200929-01
Proposal to Reissue and Modify Nationwide Permits
State of Louisiana

Dear Mr. Mayer:

The Louisiana Department of Environmental Quality, Office of Environmental Services (LDEQ), provides with this correspondence water quality certification approval and reissuance of the U.S. Army Corps of Engineers (Corps) Nationwide Permits (NWP), general conditions, and definitions with some modification as proposed in the *Federal Register* (Vol. 85 No. 179) as published September 15, 2020. The request for the pre-filing meeting was received September 14, 2020. On October 27, 2020, the New Orleans District of the Corps requested water quality certification under Section 401 of the Clean Water Act for the issuance of those NWPs that may result in a discharge in water of the United States in the State of Louisiana.

LDEQ has reviewed the Corps' Proposal to Reissuance and Modify the Nationwide Permits, as published in the referenced *Federal Register* and hereby issues WQC 200929-01 with the attached Nationwide Permit (NWP) Regional Conditions for the following NWPs:

- | | | | |
|--------|--------|--------|--------|
| NWP 3 | NWP 18 | NWP 33 | NWP 46 |
| NWP 4 | NWP 19 | NWP 34 | NWP 48 |
| NWP 5 | NWP 20 | NWP 36 | NWP 49 |
| NWP 6 | NWP 21 | NWP 37 | NWP 50 |
| NWP 7 | NWP 22 | NWP 38 | NWP 51 |
| NWP 12 | NWP 23 | NWP 40 | NWP 52 |
| NWP 13 | NWP 25 | NWP 41 | NWP 53 |
| NWP 14 | NWP 27 | NWP 42 | NWP 54 |
| NWP 15 | NWP 30 | NWP 43 | NWP C |
| NWP 16 | NWP 31 | NWP 44 | NWP D |
| NWP 17 | NWP 32 | NWP 45 | NWP E |

US Army Corps of Engineers, New Orleans District
AI 149056
WQC 200929-01
Proposal to Reissue and Modify Nationwide Permits
State of Louisiana
Page 2

LDEQ denies 401 Water Quality Certification to the reissuance of NWP 29 except those associated with construction or expansion of a single residence pursuant to the attached State of Louisiana Nationwide Permit Regional Conditions.

Louisiana Revised Statutes, RS 30:2074 provides the Secretary of the Louisiana Department of Environmental Quality (LDEQ) authority to process all applications for certifications for federal or state licenses or permits and to establish such standards, guidelines, or criteria as he deems necessary or appropriate to prohibit, control, or abate water pollution. With that authority, the State of Louisiana's Surface Water Quality Standards are set forth in LAC 33:IX, Chapter 11.

In accordance with LAC 33:IX.1109.A.1, the state of Louisiana's Antidegradation Policy requires that all waters of the state, including interstate, intrastate, and coastal waters, and any portions thereof, whose existing water quality standards exceeds the specifications of the approved water quality standards or otherwise supports an unusual abundance and diversity of fish and wildlife sources, will be maintained at their existing high quality. Furthermore, LAC: IX.1109.A.2 states "The administrative authority shall not approve any wastewater discharge or certify any activity for a federal permit that would impair water quality or use of state waters, including waters in the Natural or and Scenic Rivers System that are waters of the state."

Louisiana's water quality standards include both numeric and general criteria. General criteria shall apply at all times to the surface waters of the state, including wetlands, whether they are identified in the standards or not. (LAC 33:IX.1113.B.) LAC 33:IX.1113.B.1.d reiterates this by stating, "All waters shall be free from such concentrations of substances attributable to wastewater or other discharges sufficient to:

Additionally, LAC 33:IX.1113.B.5 states "No substances shall be present in the waters of the state or the sediments underlying said waters in quantities that alone or in combination will be toxic to human, plant, or animal life or significantly increase health risks due to exposure to the substances or consumption of contaminated fish or other aquatic life."

Based on the information provided in the notice, it is the opinion of LDEQ that the Nationwide Permit NWP 29 could have potential adverse effects on water quality or fail to comply with State water quality standards as provided for un LAC 33:IX. Chapter 11, and should be considered for certification on a case-by-case basis. Therefore, certification for NWP 29 is denied..

LDEQ has denied 401 Water Quality Certification to the reissuance of NWP 39.

Based on the information provided in the notice, it is the opinion of LDEQ that the Nationwide Permit NWP 39 could have potential adverse effects on water quality or fail to comply with State water quality standards as provided for un LAC 33:IX. Chapter 11, and should be considered for certification on a case-by-case basis. Therefore, certification for this NWP is denied.

WQC 200929-01
AI 149056
Proposal to Reissue and Modify Nationwide Permits
State of Louisiana
Page 3

Should you have any questions concerning any part of this certification, please contact Elizabeth Hill at (225) 219-3225 or by email at elizabeth.hill@la.gov Please reference Agency Interest (AI) number 149056 and Water Quality Certification 200929-01 on all future correspondence to this Department to ensure all correspondence regarding this subject is properly filed into the Department's Electronic Document Management System.

Sincerely,



Elliott B. Vega
Assistant Secretary

Attachment

c: IO-W

ec: Brenda.A.Archer@usace.army.mil

Enclosure 4

1. STATE OF LOUISIANA

2. NATIONWIDE PERMIT (NWP) REGIONAL CONDITIONS

Proposed 2020 NWP Louisiana Regional Conditions

PART I - REGIONAL CONDITIONS FOR ALL NWPS:

Regional Condition 1. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of cypress swamp and/or cypress-tupelo swamp.

Regional Condition 2. No regulated activity may cause the permanent loss or the conversion of greater than ½ acre of coastal prairie, pine savanna, and/or pitcher plant bogs.

Regional Condition 3. No regulated activity is authorized under any NWP permit which has been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary.

Regional Condition 4. Dredged and/or fill material placed within wetlands and other waters must be free of contaminants, to the best of the applicant's knowledge.

Regional Condition 5. For work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana;

- a. The New Orleans District's Programmatic General Permit (PGP) generally supersedes the Nationwide Permit authorization for regulated activities located within the Louisiana Coastal Zone as incorporated within the New Orleans Corps District boundaries. Projects typically will not qualify for a Nationwide Permit if they qualify for the Programmatic General Permit.
- b. A joint permit application for work must first be submitted to the Louisiana Department of Natural Resources, Office of Coastal Management (OCM). OCM will then forward the request to the Corps of Engineers-New Orleans District.
- c. NWP requests that have not received a Coastal Use Permit or other consistency determination from the OCM would be processed by the Corps. However any granted authorization may be conditioned to require the applicant to obtain appropriate authorization from OCM before the NWP is valid.

Regional Condition 6. A pre-construction notification, as defined under nationwide general condition 32, will be provided for all regulated activities, excluding Nationwide 20, that

- a. Adversely affects greater than 1/10 acre of wetlands, and/or;
- b. Adversely impacts a Louisiana designated Natural and Scenic River or a state or federal wetland/wildlife management area and/or refuge.

Regional Condition 7, Supplement to General Condition 2 – Aquatic Life Movement. To support compliance with General Condition 2 of the NWPs, culverts must be sufficiently sized to maintain expected high water flows and be installed at a sufficient depth to maintain low flows to sustain the movement of aquatic species.

PART II - REGIONAL CONDITIONS FOR SPECIFIC NWPS

NWP 1. *Aids to Navigation:*
No regional conditions are proposed.

NWP 2. *Structures in Artificial Canals:*
No regional conditions are proposed.

NWP 3. *Maintenance:*
No regional conditions are proposed.

NWP 4. *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities:*
No regional conditions are proposed.

NWP 5. *Scientific Measurement Devices:*
Pre-construction notification, as defined under nationwide general condition 32, is required for all weirs and flumes in any water of the United States.

NWP 6. *Survey Activities:*
No regional conditions are proposed.

NWP 7. *Outfall Structures and Associated Intake Structures:*
Activities that include the construction of intake structures must include adequate fish exclusion screening devices.

NWP 8. *Oil and Gas Structures on the Outer Continental Shelf:*
No regional conditions are proposed.

NWP 9. *Structures in Fleeting and Anchorage Areas:*

No regional conditions are proposed.

NWP 10. *Mooring Buoys:*

No regional conditions are proposed.

NWP 11. *Temporary Recreational Structures:*

No regional conditions are proposed.

NWP 12. *Oil or Natural Gas Pipeline Activities:*

Pre-Construction Notification, as defined under nationwide general condition 32, is required for regulated **pipeline activities within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification..

A 50-foot gap shall be required for every 500 linear feet of sidecast material resulting from trench excavation activities associated with pipeline construction. Under certain circumstances the gap intervals may be modified. Additionally, no fill shall be placed in a manner which would impede natural watercourses.

NWP 13. *Bank Stabilization:*

Rip-rap material shall be free of protruding reinforcement material (i.e., rebar). Such material may pose a hazard to navigation and recreational uses.

NWP 14. *Linear Transportation Projects:*

Pre-Construction Notification, as defined under nationwide general condition 32, is required for all regulated **linear transportation crossings within tidal waters** regardless of impact acreage. The U.S. Environmental Protection Agency and National Marine Fisheries Service will be forwarded a copy of the Pre-Construction Notification.

NWP 15. *U.S. Coast Guard Approved Bridges:*

No regional conditions are proposed.

NWP 16. *Return Water from Upland Contained Disposal Areas:*

No regional conditions are proposed.

NWP 17. *Hydropower Projects:*

No regional conditions are in proposed.

NWP 18. *Minor Discharges:*

No regional conditions are proposed.

NWP 19. *Minor Dredging:*

No regional conditions are proposed.

NWP 20. *Response Operations for Oil and Hazardous Substances:*
No regional conditions are proposed.

NWP 21. *Surface Coal Mining Activities:*
No regional conditions are proposed.

NWP 22. *Removal of Vessels:*
No regional conditions are proposed.

NWP 23. *Approved Categorical Exclusions:*
No regional conditions are proposed.

NWP 24. *Indian Tribe or State Administered Section 404 Programs:*
Not applicable in the State of Louisiana.

NWP 25. *Structural Discharges:*
No regional conditions are proposed.

NWP 26. (Reserved)

NWP 27. *Aquatic Habitat Restoration, Establishment, and Enhancement Activities:*
No regulated activities shall be authorized that would convert tidal wetlands to another aquatic habitat type.

NWP 28. *Modifications of Existing Marinas:*
No regional conditions are proposed.

NWP 29. *Residential Developments:*
No regional conditions are proposed.

NWP 30. *Moist Soil Management for Wildlife:*
No regional conditions are proposed.

NWP 31. *Maintenance of Existing Flood Control Facilities:*
No regional conditions are proposed.

NWP 32. *Completed Enforcement Actions:*
No regional conditions are proposed.

NWP 33. *Temporary Construction, Access and Dewatering:*
No regional conditions are proposed.

NWP 34. *Cranberry Production Activities:*
Not applicable within the State of Louisiana.

NWP 35. *Maintenance Dredging of Existing Basins:*
No regional conditions are proposed.

NWP 36. *Boat Ramps:*
No regional conditions are proposed.

NWP 37. *Emergency Watershed Protection and Rehabilitation:*
No regional conditions are proposed.

NWP 38. *Cleanup of Hazardous and Toxic Waste:*
No regional conditions are proposed.

NWP 39. *Commercial and Institutional Developments:*
No regional conditions are proposed.

NWP 40. *Agricultural Activities:*
No regional conditions are proposed.

NWP 41. *Reshaping Existing Drainage Ditches:*
No regional conditions are proposed.

NWP 42. *Recreational Facilities:*
No regional conditions are proposed.

NWP 43. *Stormwater Management Facilities:*
Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Navigation Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

NWP 44. *Mining Activities:*
Regulated activities which would result in the resuspension of dredged material shall be prohibited in Bayou d'Inde, the Inner Harbor Canal, Calcasieu River at the mouth of Bayou d'Inde, Harvey Canal, California Canal, and Bayous Trepagnier, Rigaud, Olsen and Verdine, Capitol Lake, Coon Island Loop, Devil's Swamp, and Tensas River (areas within and upstream of Tensas National Wildlife Refuge), Ouachita River (areas within and upstream of the Upper Ouachita National Wildlife Refuge), Wham Brake drainage (Staulkinghead Creek, Little Bayou Boeuf, Bayou Lafourche and Lake Irwin).

NWP 45. *Repair of Uplands Damaged by Discrete Events:*
No regional conditions are proposed.

NWP 46. *Discharges in Ditches:*
No regional conditions are proposed.

NWP 47. *[Reserved]*

NWP 48. *Existing Commercial Shellfish Aquaculture Activities:*
No regional conditions are proposed.

NWP 49. *Coal Remining Activities:*
No regional conditions are proposed.

NWP 50. *Underground Coal Mining Activities:*
No regional conditions are proposed.

NWP 51. *Land-Based Renewable Energy Generation Facilities:*
No regional conditions are proposed.

NWP 52. *Water-Based Renewable Energy Generation Pilot Projects:*
No regional conditions are proposed.

NWP-53. *Removal of Low-Head Dams*
No regional conditions are proposed.

NWP-54. *Living Shorelines*
No regional conditions are proposed.

New NWP A. *Seaweed Mariculture Activities*
No regional conditions are proposed.

New NWP B. *Finfish Mariculture Activities*
No regional conditions are proposed.

New NWP C. *Electric Utility Line and Telecommunication Activities*
No regional conditions are proposed.

New NWP D. *Utility Line Activities for Water and Other Substances*
No regional conditions are proposed.

New NWP E. *Water Reclamation and Reuse Facilities*
No regional conditions are proposed.

PART III - WATER QUALITY REGIONAL NWPS CONDITIONS FOR "INDIAN COUNTRY" LANDS

The Environmental Protection Agency (EPA) is the agency required to address water quality certification of the 2020 nationwide permits (NWP) in Indian country¹ where a tribe has not received treatment in the same manner as a state for the Clean Water Act (CWA) Section 401 program. Tribes which have received treatment in the same manner as a state (TAS) for the water quality standards and §401 certification programs and which have EPA-approved water quality standards will be contacted by the Corps of Engineers for the water quality certification process. EPA is the agency required to address water quality certification for tribes that have not received TAS for the water quality standards and 401 certification programs. At this time, no Indian tribes in Louisiana have CWA Section 401 authority.

1. The permittee shall conduct all work in such a manner to comply with all U.S. Army Corps of Engineers §404 permit conditions.
2. The permittee shall keep a copy of this certification with conditions at the project site during all phases of construction. All contractors or subcontractors involved in the project must be provided a copy of this certification prior to commencement of activities.
3. All heavy equipment used in the project areas shall be steam cleaned before the start of the project and inspected daily for leaks. Leaking equipment must not be used in or near surface water or in a wetland area. Equipment shall be parked outside the waterbody when not in use.
4. All fuels, oil, hydraulic fluid, or other substances of this nature must not be stored, temporarily or otherwise, within the normal floodplain or the wetland. A secondary containment system for these items shall be used in the event the primary containment system leaks. Refueling or servicing of equipment must not take place within 100 feet of any watercourse or within the wetland area.
5. The construction area shall be protected such that a runoff event will not move soil or contaminants to surface water or away from the construction site. These measures shall be in place prior to the commencement of activities and inspected daily.
6. Temporary mats must be placed on stream banks, riparian areas, and wetlands, to minimize impacts to soil and vegetation from heavy equipment. Temporary access roads must be restored to pre-project conditions.

¹ "Indian Country", as defined in 18 U.S.C. 1151, means: (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a State; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

7. All asphalt, concrete, and other construction materials must be properly handled and contained to prevent releases to the stream channels. All concrete that is to be poured must be fully contained in mortar-tight forms to prevent accidental releases to surface water or ground water. No discharge of any concrete to surface water or ground water may occur. Dumping of waste materials near watercourses is strictly prohibited.

8. Work in a stream channel should be limited to periods of no flow when practicable, and must be limited to periods of low flow. Avoid working within the channel during spring runoff or summer thunderstorm season.

9. When working in a stream channel, flowing water must be temporarily diverted around the work area to minimize sedimentation and turbidity problems. Acceptable diversion structures are non-erosive and include (but are not limited to) sand bags, water bladders, concrete barriers lined with plastic, and flumes.

10. The permittee shall restore all areas disturbed by construction activities to pre-project conditions. This shall include restoration of surface contours, stabilization of the soil, and restoration of appropriate native vegetation to establish permanent cover.

**CERTIFICATION OF COMPLIANCE
WITH DEPARTMENT OF THE ARMY PERMIT**

Nationwide Permit Number: NWP 35, NWP 13
Identification Number: MVK-2023-366
Name of Permittee: Mr. Randall Pausina
Issued Date: 10/25/2023
Evaluator Name: Ms. Camryn Willoughby
Expiration Date: 03/14/2026
Compliance Location: **Davis Landing Road, Slidell, Louisiana
70461, STR 29 08 15, 30.325625,
-89.710097, Davis Landing Canal to Pearl
River**

Upon completion of the activity authorized by this permit, sign this certification and return it to the following address:

USACE, Vicksburg District
ATTN: Regulatory Division
4155 Clay Street
Vicksburg, Mississippi 39183-3435

Please note that your permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit modification, suspension, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit including any required mitigation.

Date Work was Completed: _____

Signature of Permittee

Date Signed



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, VICKSBURG DISTRICT
4155 CLAY STREET
VICKSBURG, MISSISSIPPI 39183-3435

November 7, 2022

Regulatory Division

SUBJECT: St. Tammany Parish Government, Request for Jurisdictional Determination on the Proposed Davis Landing Canal Project, St. Tammany Parish, Louisiana

Mr. Cory Ricks
ELOS Environmental, LLC
607 West Morris Avenue
Hammond, Louisiana 70403

Dear Mr. Ricks:

I refer to your request for a jurisdictional determination for a parcel of land located in St. Tammany Parish, Louisiana.

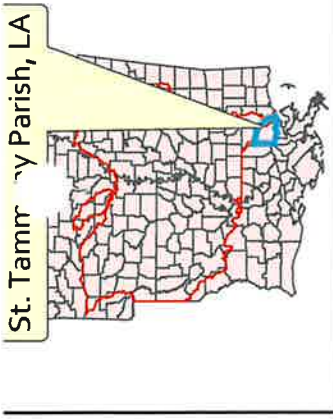
Based upon the information provided, it appears that there are jurisdictional wetlands or other waters of the United States located within the boundary of the property subject to regulations pursuant to Section 404 of the Clean Water Act (enclosure 1). Any work involving the discharge of dredged or fill material (land clearing, ditching, filling, leveeing, etc.) within jurisdictional waters will require a Department of the Army Section 404 permit prior to beginning work. For your information, I have enclosed a copy of our appeals form (enclosure 2) for this preliminary jurisdictional determination.

If you have any questions, please contact Mr. Jeremy Stokes, of this office, telephone 601-631-5275, or e-mail address: Jeremy.E.Stokes@usace.army.mil and refer to Identification Number MVK-2022-786.

Sincerely,

Bryton Hixson
Team Lead, Enforcement and Compliance Branch
Regulatory Division

Enclosures

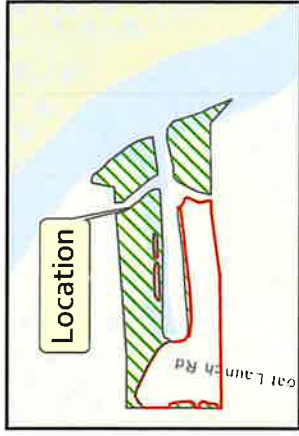


07 NOVEMBER
2022

MVK-2022-786
 ELOS Environmental
 St. Tammany Parish
 Government
 Davis Landing Canal

Preliminary
Jurisdictional Determination

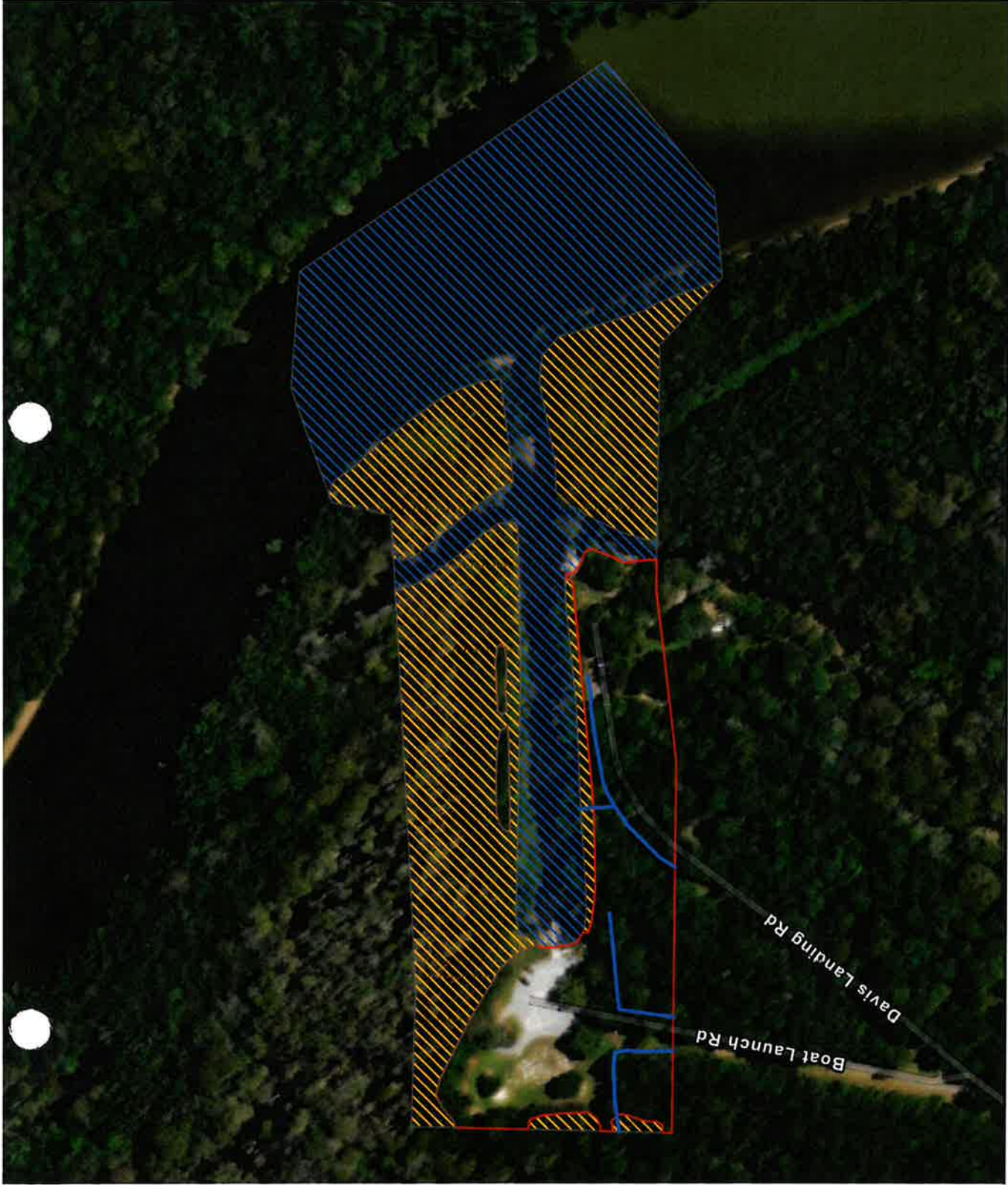
J e r e m y S t o k e s



US Army Corps of Engineers®

REGULATORY DIVISION
 ENFORCEMENT AND COMPLIANCE BRANCH

0 180 360 Feet



- Legend**
- Wetland(6.0Acres)
 - Other Waters(Section10)7.9Acres
 - Boundary

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: ELOS Environmental	File Number: MVK-2022-786	Date: November 7, 2022
Attached is:		See Section Below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E
<p>SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://usace.army.mil/inet/functions/cw/cecwo/reg or Corps regulations at 33 CFR Part 331.</p>		
<p>A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.</p> <ul style="list-style-type: none"> • ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit. • OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below. 		
<p>B: PROFFERED PERMIT: You may accept or appeal the permit.</p> <ul style="list-style-type: none"> • ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit. • APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice. 		
<p>C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.</p>		
<p>D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.</p> <ul style="list-style-type: none"> • ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD. • APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice. 		
<p>E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.</p>		

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

U.S. Army Corps of Engineers
Attn: Jeremy Stokes
Regulatory Branch
4155 Clay Street
Vicksburg, MS 39183-3435
(601) 631-5275

If you only have questions regarding the appeal process you may also contact:

Attn: Appeals Review Officer
Mississippi Valley Division
Post Office Box 80
Vicksburg, MS 39181-0080
(601) 634-5820

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
----------------------------------	-------	-------------------



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, VICKSBURG DISTRICT
4155 CLAY STREET
VICKSBURG, MISSISSIPPI 39183-3435

October 25, 2023

SUBJECT: Department of the Army Regulatory Requirements Associated with the Proposed Davis Landing Canal Restoration, Located in Section 29, T8S-R15E, St. Tammany Parish, Louisiana

Mr. Randall Pausina
St. Tammany Parish Government
21490 Koop Drive
Mandeville, Louisiana 70471

Dear Mr. Pausina:

Based upon the information furnished (enclosure 1), it appears that Department of the Army permit requirements for the proposed work, will be authorized by Nationwide Permit No. 35 and Nationwide Permit No. 13 as specified in the January 13, 2021, *Federal Register*, Reissuance and Modification of Nationwide Permits; Final Rule; Notice (86 FR 2744), provided the activity complies with the Special Conditions (enclosures 2.1 and 2.2), the General Conditions (enclosure 3), the Regional Conditions (enclosure 4). It is your responsibility to read and become familiar with the enclosed conditions in order for you to ensure that the activity authorized herein complies with the Nationwide Permit.

This verification is valid until March 14, 2026, unless the Nationwide Permits are modified, suspended, or revoked. Activities which are under construction, or that are under contract to commence, in reliance upon a Nationwide Permit will remain authorized provided the activity is completed within 12 months of the date of any subsequent modification, expiration, or revocation of the Nationwide Permit. Upon completion of the activity authorized by this Nationwide Permit, please fill out the enclosed certification of compliance (enclosure 5) and return it to our office.

This verification of Department of the Army regulatory requirements does not convey any property rights, either in real estate or material or any exclusive privileges and does not authorize any injury to property or invasion of rights or local laws or regulations or obviate the requirement to obtain State or local assent required by law for the activity discussed herein.

Thank you for advising us of your plans. If you change your plans for the proposed work, or if the proposed work does not comply with the conditions of the Nationwide Permit, please contact Ms. Camryn Willoughby, telephone (601) 631-5478, or email address: Camryn.E.Willoughby@usace.army.mil. In any future correspondence concerning this project, please refer to Identification No. MVK-2023-366.

I am forwarding a copy of this letter via email to Ms. Ariel Ebanks ELOS Environmental, L.L.C.

Sincerely,

**Andy
Sanderson**

Digitally signed by
Andy Sanderson
Date: 2023.10.24
07:08:57 -05'00'

Andy Sanderson
Chief, Louisiana Branch
Regulatory Division

Enclosures

ST. TAMMANY PARISH DAVIS LANDING CANAL RESTORATION PARISH PROJECT NO. DV2100096

SLIDELL, ST. TAMMANY PARISH, LOUISIANA

MEYER ENGINEERS PROJECT NO. 20-2135

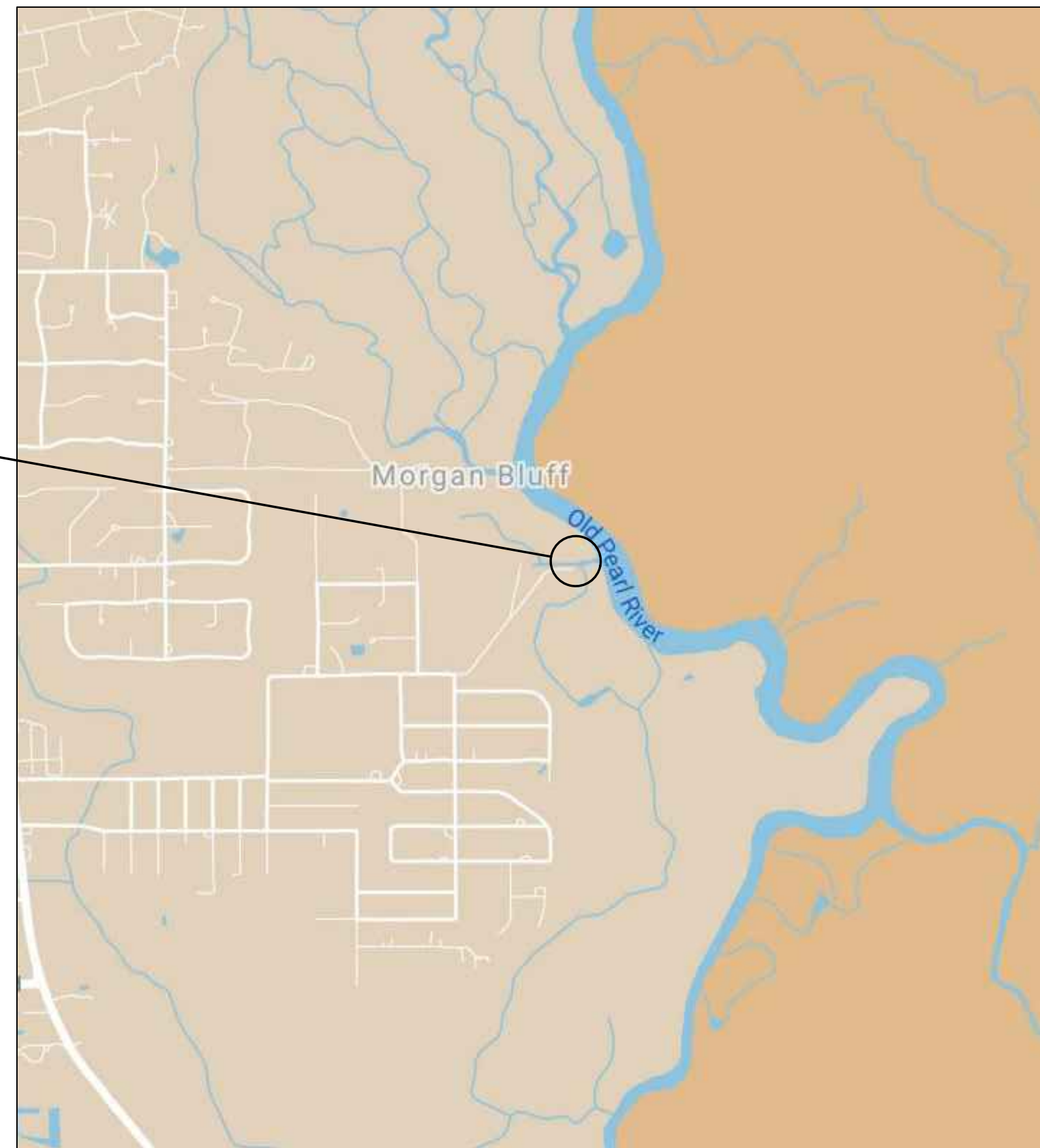
BID NO. 24-29-2



INDEX OF SHEETS:

- 1 TITLE SHEET
- 2 GENERAL NOTES AND LEGEND
- 3 TYPICAL SECTIONS AND DETAILS
- 4 SURVEY
- 5 SITE PLAN
- 6-8 CROSS SECTIONS
- 9 BORING LOGS

PROJECT
LOCATION



LOCATION MAP
(1" = 1600')

CLASSIFICATION:
HEAVY CONSTRUCTION

NOTE: THE 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES AND LATEST REVISIONS SHALL GOVERN THIS PROJECT EXCEPT AS AMENDED BY SPECIAL PROVISION AND/OR SUPPLEMENTAL SPECIFICATIONS DESIGN

PARISH PRESIDENT

MICHAEL B. COOPER

PARISH COUNCIL

COUNCIL MEMBERS

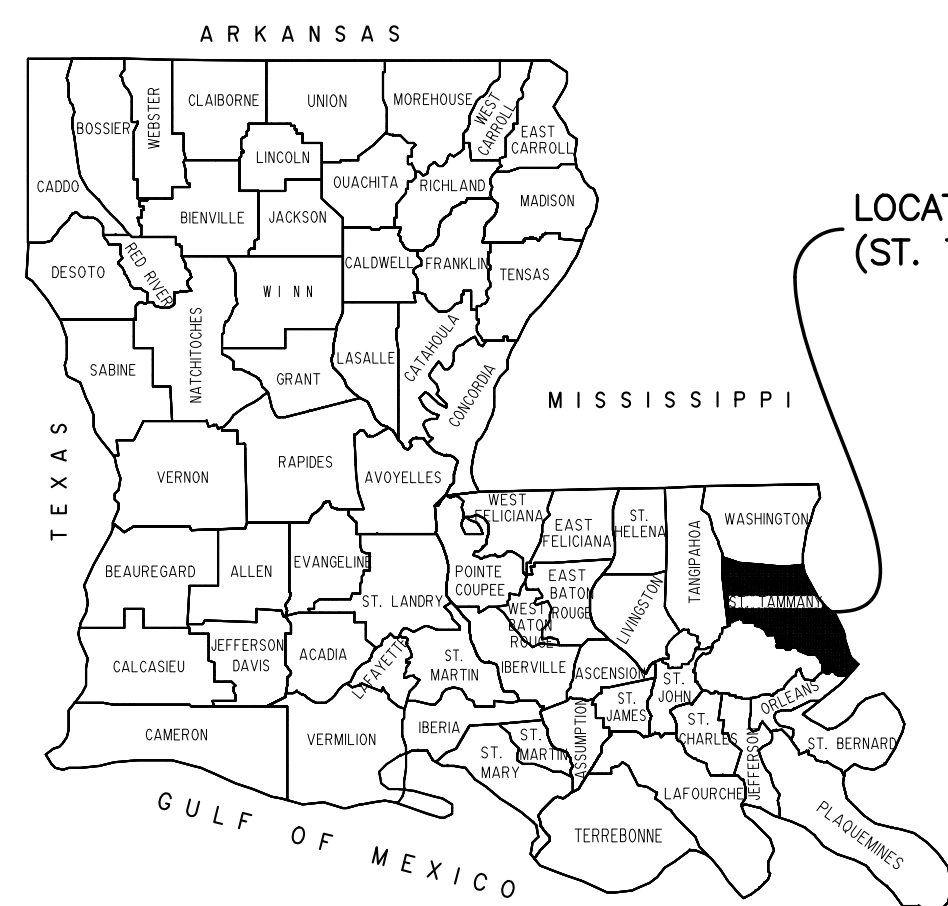
- RICHARD "RICK" SMITH DISTRICT 1
- LARRY ROLLING DISTRICT 2
- MARTHA J. CAZAUBON DISTRICT 3
- KATHY SEIDEN DISTRICT 4
- "PAT" PHILLIPS DISTRICT 5
- CHERYL S. TANNER DISTRICT 6
- JOSEPH "JOE" IMPASTATO DISTRICT 7
- PATRICK "PAT" BURKE III DISTRICT 8
- DAVID COUGLE DISTRICT 9
- MAUREEN "MO" O'BRIEN DISTRICT 10
- ARTHUR LAUGHLIN DISTRICT 11
- "JERRY" BINDER DISTRICT 12
- JEFFREY "JEFF" CORBIN DISTRICT 13
- JIMMY "GUMBY" STRICKLAND III DISTRICT 14

PLANS PREPARED BY AND RECOMMEND FOR APPROVAL:

Tyler Gettys 05/08/2024
MEYER ENGINEERS, LTD. DATE
TYLER GETTYS, P.E.

APPROVED BY:

ST. TAMMANY PARISH GOVERNMENT DATE
DEPARTMENT OF ENGINEERING
DANIEL P. HILL, P.E., DIRECTOR



VICINITY MAP

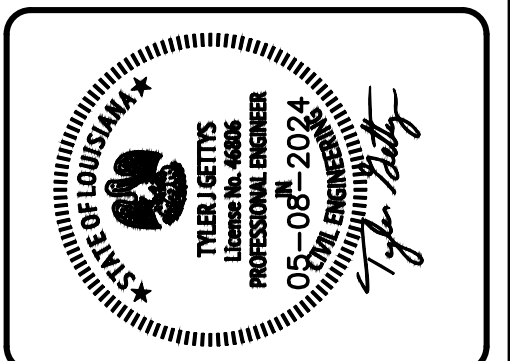
CONSTRUCTION TYPE:
CONSTRUCT NEW SHEET PILE WALL
AND DREDGE CANAL



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

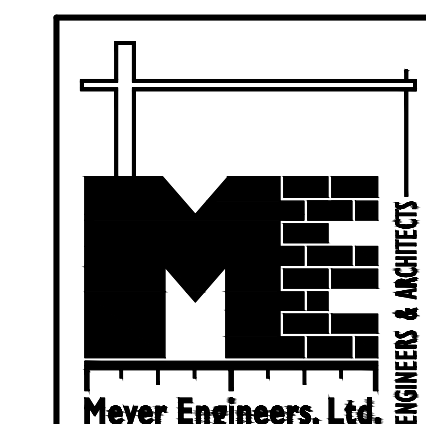
DATE:	DESCRIPTION OF REVISION

DESIGNED BY:	TUG	DATE:	ANSI D
DRAWN BY:	TUG	05-08-2024	
CHECKED BY:	DPD		
SUBMITTED BY:	MEYER		
PROJECT No.:	20-2135		
ISSUE DATE:			
APPROVED BY:			
SHEET SIZE:			
SCALE:			



DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135
TITLE SHEET

SHEET NO.
1
SHEET 1 of 9



GENERAL NOTES

- ALL ELEVATIONS REFER TO NAVD88.
- CONTRACTOR SHALL PROTECT ADJACENT PROPERTY AND IMPROVEMENTS FROM DAMAGE AND REPLACE ANY PORTIONS DAMAGED THROUGH HIS OPERATION AT HIS OWN COST. ALL REPAIR WORK SHALL BE SUBJECT TO THE APPROVAL OF THE A/E.
- PROTECT ALL EXISTING TREES, PLANTING AND LAWNS FROM DAMAGE. ALL STREET SIGNS, FENCES, SHRUBBERY, MAILBOXES, ETC. RELOCATED DURING CONSTRUCTION SHALL BE RETURNED TO THEIR ORIGINAL LOCATION AND IN ORIGINAL CONDITIONS. NO DIRECT PAYMENT.
- THE CONTRACTOR SHALL NOT PLACE EXCAVATED MATERIAL OR EQUIPMENT ON TOP OF THE ROOTS OF TREES (THE ROOTS OF TREES GENERALLY EXTEND TO THE DRIP LINES OF TREES).
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THERE ARE ANY OTHER UTILITIES IN THE AREA AND TO CONTACT THE APPROPRIATE UTILITIES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE DIRECTLY WITH THE APPROPRIATE UTILITY COMPANIES TO HAVE THE UTILITIES RELOCATED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN SERVICES (FOR SHEETING, SHORING, AND BRACING), SUPPLYING MATERIALS, AND LABOR NECESSARY TO PROVIDE SHEETING, SHORING AND BRACING OR SUPPORTS AS REQUIRED TO PROVIDE A SAFE WORKING CONDITION FOR CONTRACTOR'S PERSONNEL AND TO PROVIDE FOR PROTECTION OF UTILITIES, BUILDINGS, LEVEES, AND STRUCTURES. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE SYSTEM TO WITHSTAND LATERAL PRESSURE. THE OWNER HAS PAID FOR A GEOTECHNICAL REPORT ADDRESSING CONSTRUCTION OF THE PROJECT. IT IS AVAILABLE FOR REVIEW AT THE A/E'S OFFICE. SHEET DESIGN AND INSTALLATION SHALL BE INCLUDED IN THE COST OF THE PIPE OR STRUCTURAL INSTALLATION.
- USACE AND SCENIC RIVERS PERMITS HAVE BEEN OBTAINED. A COPY OF THE PERMITS WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL CONSPICUOUSLY DISPLAY THIS PERMIT AT THE PROJECT SITE. THE CONTRACTOR IS RESPONSIBLE FOR MEETING THE REQUIREMENTS OF THESE PERMITS.
- THE CONTRACTOR 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 ENSURE THAT NO PROJECT RELATED SEDIMENTS, DEBRIS AND OTHER POLLUTANTS ENTER WEST PEARL RIVER. 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 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. UPON THE COMPLETION OF CONSTRUCTION ACTIVITIES OR IF AT ANY TIME CONSTRUCTION ACTIVITIES CEASE FOR MORE THAN 14 DAYS, ALL DISTURBED SOILS SHALL BE RE-VEGETATED BY SOD, SEED, OR ANOTHER ACCEPTABLE METHOD, AS NECESSARY, TO RESTORE COVER AND PREVENT EROSION.
- IF DURING PROJECT ACTIVITY, ANY SENSITIVE ARCHAEOLOGICAL, BIOLOGICAL OR BOTANICAL ELEMENT IS ENCOUNTERED, ACTIVITY WILL TEMPORARILY CEASE AND THE PERMIT HOLDER WILL CONTACT THE ADMINISTRATOR TO DETERMINE THE DISPOSITION OF THAT ELEMENT OR ARTIFACT.
- THE CONTRACTOR SHALL ALLOW REPRESENTATIVES OF LDWF TO MAKE PERIODIC INSPECTIONS TO ENSURE THE ACTIVITY IS IN ACCORDANCE WITH THE CONDITIONS OF ALL PERMITS.
- UPON COMPLETION OF THE ACTIVITIES AUTHORIZED BY THIS PERMIT, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THIS THE DEPARTMENT OF WILDLIFE AND FISHERIES (LDWF) (AMELIA WOLFE AT 225-765-2357) AND SUBMIT POST-CONSTRUCTION, PHOTOGRAPHIC DOCUMENTATION OF THE PROPOSED PROJECT TO LDWF WITHIN 30 DAYS FOLLOWING PROJECT COMPLETION (N.D.P.). LDWF WILL REVIEW THE COMPLETED ACTIVITY TO ASSURE THAT ALL ACTIVITIES WERE PERFORMED IN ACCORDANCE WITH THE CONDITIONS OF THE SCENIC RIVERS PERMIT.
- ALL TEMPORARY STRUCTURES AND FILLS BUILT FOR CONSTRUCTION SHALL BE REMOVED FROM THE SITE UPON 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.
- TO PREVENT THE IMPEDANCE OF OVERBANK FLOWS, THE PROPOSED BULKHEAD SHALL BE INSTALLED AT THE SAME ELEVATION OF THE EXISTING BANKLINE ELEVATION.
- THE PROPOSED BULKHEAD SHALL BE CONSTRUCTED WITHIN THE EXISTING BANKLINE ALIGNMENT.
- ALL LOOSE MATERIALS USED DURING CONSTRUCTION OF THE BULKHEAD SHALL BE FASTENED OR SECURED, AS TO PREVENT TRASH AND DEBRIS FROM ENTERING THE WEST PEARL RIVER.
- THE CONTRACTOR SHALL NOT CLEAR ANY NATIVE WOODY VEGETATION GREATER THAN 8 INCHES IN DIAMETER AT BREAST HEIGHT (DBH) ALONG THE BANK OF THE SUBJECT PROPERTY. THE PROPERTY'S EXISTING MATURE RIPARIAN FOREST BUFFER SHALL BE MAINTAINED IN ITS PRESENT STATE, AT A SIMILAR DENSITY AND COMPOSITION FOR THE LIFE OF THE PROJECT. TO THIS END, REGENERATION SHOULD EITHER BE ALLOWED THROUGH NATURAL RECRUITMENT OR PROVIDED FOR BY PLANTING OF NATIVE TREE SPECIES.
- THE CONTRACTOR MAY NOT CAUSE MORE THAN MINIMAL ADVERSE EFFECTS ON NAVIGATION OF THE WATER WAY.
- THE CONTRACTOR MUST SUBMIT A PRE-CONSTRUCTION NOTIFICATION AS EARLY AS POSSIBLE TO THE DISTRICT ENGINEER. SEE USACE PERMIT FOR ALL REQUIREMENTS OF THE PRE-CONSTRUCTION NOTIFICATION.

ABBREVIATIONS

&	AND	E.W.	EACH WAY	PT.	POINT
<	ANGLE	EXST.	EXISTING	PVC	POLYVINYL PIPE
CL	CENTERLINE	EXP.	EXPANSION	QTY.	QUANTITY
Ø	DIAMETER OR ROUND	FH	FIRE HYDRANT	R	RADIUS
#	NUMBER	FL	FLOW LINE	R	RIGHT
AC	ASBESTOS CEMENT	FM	FORCE MAIN	RCP	REINFORCED CONCRETE PIPE ARCH
A.D.	AREA DRAIN	FT.	FOOT OR FEET	RIB	REINFORCED CONCRETE BOX
AD.	ADDENDUM	GA	GALLON	RD.	REINFORCED CONCRETE PIPE
ALT.	ALTERNATE	GM	GALLONS PER MINUTE	REF.	REFERENCE
APPROX.	APPROXIMATE	HGT.	HEIGHT	REINF.	REINFORCED
ASPH.	ASPHALT	HP	HORSEPOWER	REQ'D.	REQUIRED
AVE.	AVENUE	HORIZ.	HORIZONTAL	REV.	REVISION
AVG.	AVERAGE	HWY.	HIGHWAY	R.O.W.	RIGHT OF WAY
BITUM.	BITUMINOUS	ID	INSIDE DIAMETER (DIM.)	RPM	REVOLUTION PER MINUTE
BL.	BASELINE	IN.	INCH	S.	SOUTH
BLDG.	BUILDING	INT.	INTERIOR	SD	STORM DRAIN
BM	BENCH MARK	INVERT	INVERT	SECT.	SECTION
BRG.	BEARING	IR	IRON ROD	SEFM	SEWERAGE FORCE MAIN
CPA	CONCRETE PIPE ARCH	JCT.	JUNCTION	SM.	SMILAR
CB	CATCH BASIN	JOINT	JOINT	SMH	SEWER MAN HOLE
C.D.	CARD DATUM	L	LEFT	SPEC.	SPECIFICATION(S)
CFS	CUBIC FEET PER SECOND	LB.	POUND	SQ.	SQUARE
CI	CAST IRON	LF	LINEAR FOOT	ST.	STREET
C.J.	CONTRACTION JOINT	LS	LUMP SUM	STA	STATION
CMP	CORRUGATED METAL PIPE	L.S.	LIFT STATION	STD.	STANDARD
CMPA	CORRUGATED METAL PIPE ARCH	MAX.	MAXIMUM	STL.	STEEL
CO	CLEAN OUT	MECH.	MECHANICAL	STOR.	STORAGE
CONC.	CONCRETE	MFR.	MANUFACTURER	S.W.	SIDEWALK
CONT.	CONTINUOUS	MFR'D.	MANUFACTURED	SYS.	SYSTEM
CSP	CORRUGATED STEEL PIPE	MH	MANHOLE	TBM	TEMPORARY BENCH MARK
CULV.	CULVERT	MIN.	MINIMUM	T.C.	TOP OF CASTING, TOP OF CURB, OR TOP OF CONCRETE
DEPT.	DEPARTMENT	MISC.	MISCELLANEOUS	TEL.	TELEPHONE
DI	DIMPLE IRON OR DROP INLET	M.S.L.	MEAN SEA LEVEL	T.O.C.	TOP OF CASTING, TOP OF CURB, OR TOP OF CONCRETE
DIA.	DIAMETER	MTL.	METAL	T.O.P.	TOP OF PAVEMENT OR TOP OF PIPE
DR.	DRIVE	N	NORTH	TYP.	TYPICAL
DRY.	DRIVEWAY	N/A	NOT APPLICABLE	T/W	TOP OF WALL
DTL.	DETAIL	N.D.P.	NO DIRECT PAYMENT	U.G.	UNDER GROUND
E.	EAST	N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM	VERT.	VERTICAL
EA.	EACH	N.I.C.	NOT IN CONTRACT	VOL.	VOLUME
E.J.	EXPANSION JOINT	NOM.	NOMINAL	W	WEST
EL.	ELEVATION	N.T.S.	NOT TO SCALE	W/	WITH
ELEC.	ELECTRICAL	O.C.	ON CENTER	W/O	WITHOUT
EMB.	EMBANKMENT	OD	OUTSIDE DIAMETER (DIM.)	WT.	WEIGHT
ENCL.	ENCLOSURE	OPP.	OPPOSITE	WSE	WATER SURFACE ELEVATION
EQUA.	EQUATION	P.C./C.P.	POINT OF CULVATURE PORTLAND CEMENT CONCRETE PAVEMENT	W.W.F.	WELDED WIRE FABRIC
		PI	POINT OF INTERSECTION	YD.	YARD
		POT	PROPERTY LINE		
		P.P.	POWER POLE		
		PREFAB.	PREFABRICATED		
		PSI	POUNDS PER SQUARE INCH		

LEGEND OF SYMBOLS (EXISTING)

—————	BASELINE
-----SS-----	GRAVITY SANITARY SEWER MAIN
=====	STORM SEWER MAIN
-----FM-----	FORCE MAIN
-----W-----	WATER MAIN
-----G-----	GAS MAIN
-----T-----	TELEPHONE LINE
-----E-----	ELECTRIC LINE
-----	R.O.W.
---	DITCH
⊙	SANITARY SEWER MANHOLE
⊙	CLEANOUT
⊙	EX. LIFT STATION
⊙	EX. VALVE PIT
⊙	CATCH BASIN OR DROP INLET
⊙	STORM SEWER MANHOLE
⊙	CULVERT
⊙	DITCH
⊙	WATER VALVE
⊙	WATER METER
⊙	WATER FAUCET
⊙	FIRE HYDRANT
⊙	WATER MANHOLE
⊙	GAS VALVE
⊙	GAS METER
⊙	TELEPHONE MANHOLE
⊙	POWER POLE
⊙	LIGHT STAND
⊙	MAILBOX
⊙	TREE
⊙	ROD SET
⊙	FENCE
⊙	MISCELLANEOUS SIGN
⊙	GAS VENT
⊙	TELEPHONE POST
⊙	ELEVATION
⊙	CONCRETE
⊙	ASPHALT CONCRETE
⊙	SHELL
⊙	LIMITS OF EXISTING PAVEMENT

LEGEND OF SYMBOLS (NEW)

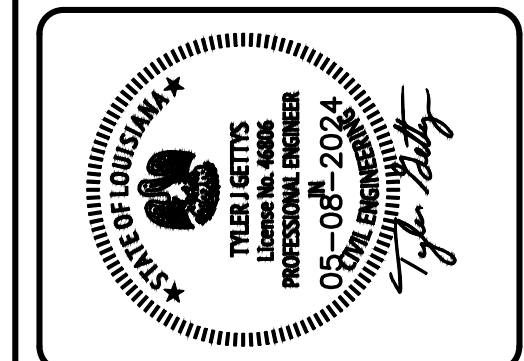
SS	GRAVITY SANITARY SEWER MAIN
SS	STORM SEWER MAIN
FM	FORCE MAIN
W	WATER MAIN
G	GAS MAIN
T	TELEPHONE LINE
E	ELECTRIC LINE
---	REQUIRED R.O.W.
---	DITCH OR SWALE
⊙	MANHOLE
⊙	CLEANOUT
⊙	NEW LIFT STATION
⊙	NEW VALVE PIT
⊙	DROP INLET
⊙	CATCH BASIN
⊙	ENLARGED CATCH BASIN
⊙	TEE INLET/RCB-35
⊙	FORCE MAIN AIR RELEASE VALVE
⊙	CULVERT
⊙	WATER VALVE
⊙	WATER METER
⊙	FIRE HYDRANT
⊙	ELECTRIC SERVICE LINE
⊙	AIR RELEASE VALVE
⊙	POWER POLE
⊙	TEE
⊙	CROSS
⊙	TAPPING SLEEVE AND VALVE
⊙	REDUCER/INCREASER
⊙	ELEVATION



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

DATE:	
DESCRIPTION OF REVISION:	
No.	

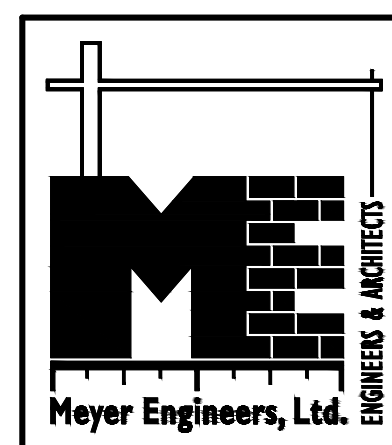
DESIGNED BY:	TUG
DRAWN BY:	TUG
CHECKED BY:	DFD
SUBMITTED BY:	MEYER
PROJECT No.:	20-2135
ISSUE DATE:	05-08-2024
APPROVED BY:	---
SHEET SIZE:	ANSI D
SCALE:	



DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

GENERAL NOTES AND LEGEND

SHEET NO.
2
SHEET 2 of 9

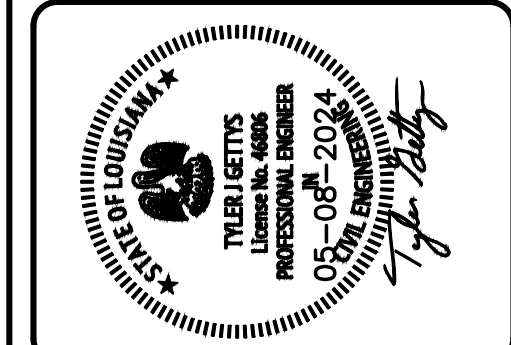




ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

DATE:	DESCRIPTION OF REVISION:

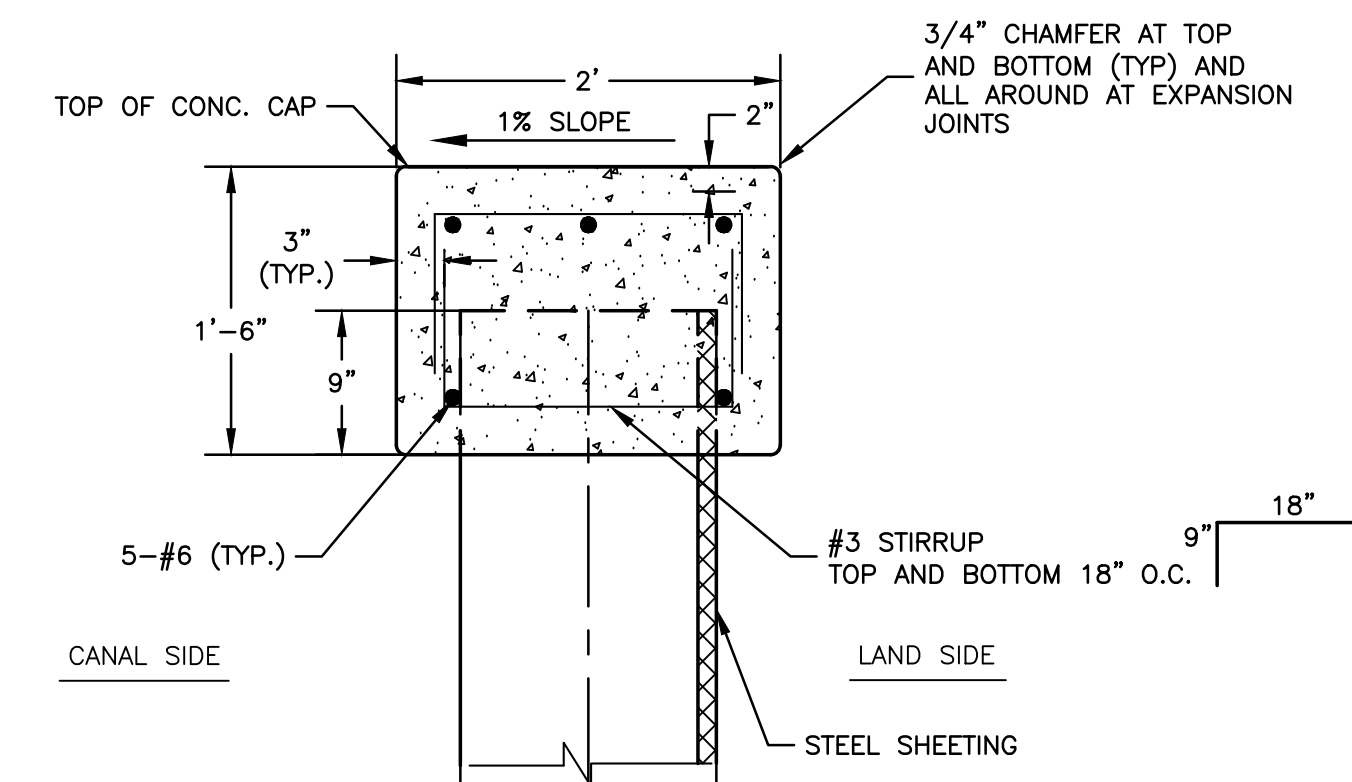
DESIGNED BY:	TUG
DRAWN BY:	TUG
CHECKED BY:	DPD
SUBMITTED BY:	MEYER
PROJECT No.:	20-2135
ISSUE DATE:	05-08-2024
APPROVED BY:	---
SHEET SIZE:	ANSI D
SCALE:	---



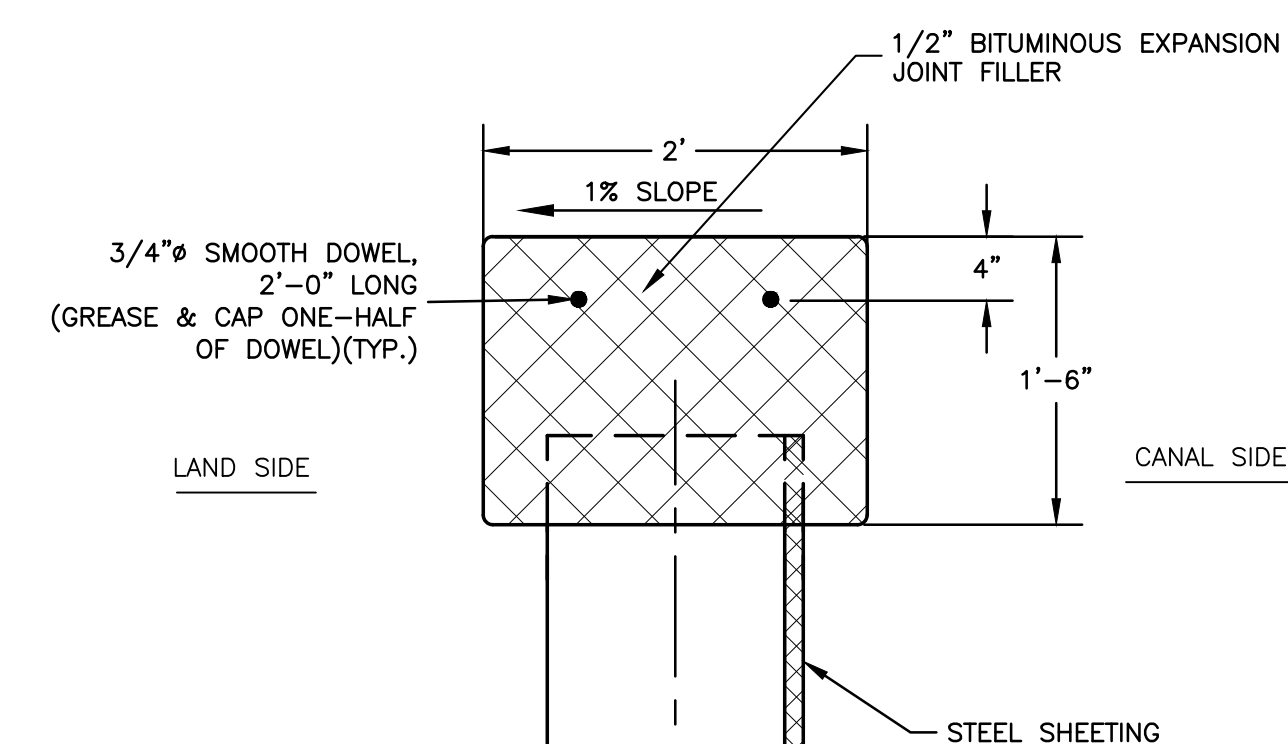
DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

GENERAL NOTES AND LEGEND

SHEET NO.
3
SHEET 3 of 9

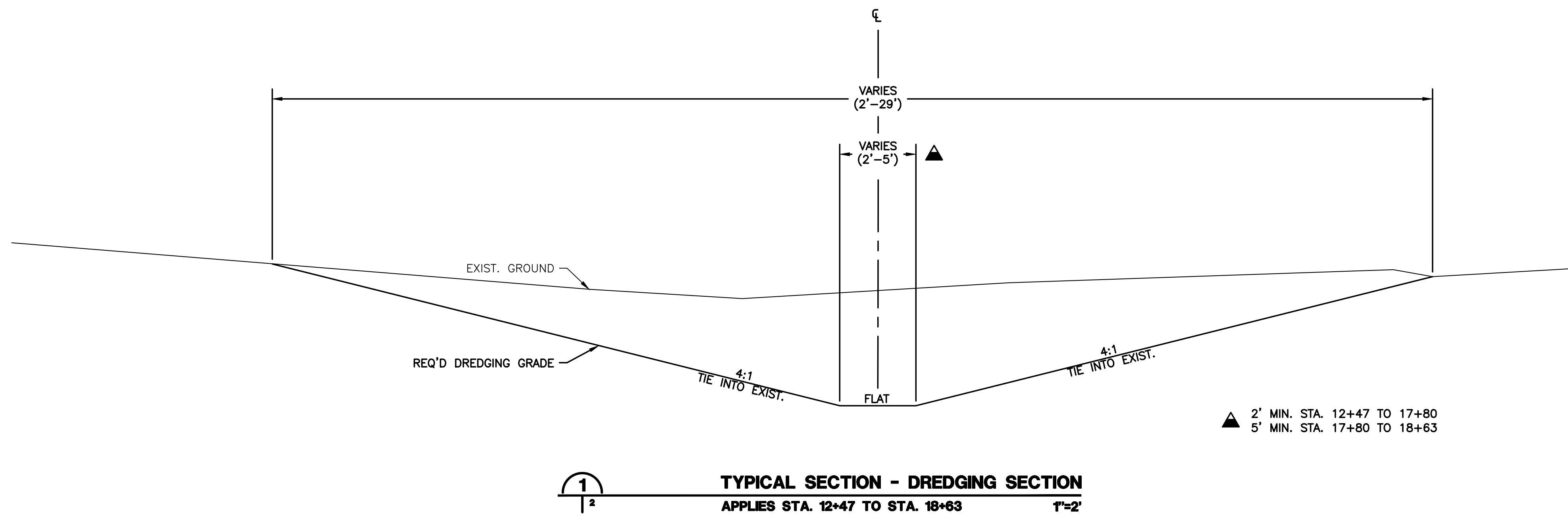


(ALTERNATE 1)
CONCRETE CAP AT SHEET PILE
1"=1'-0"

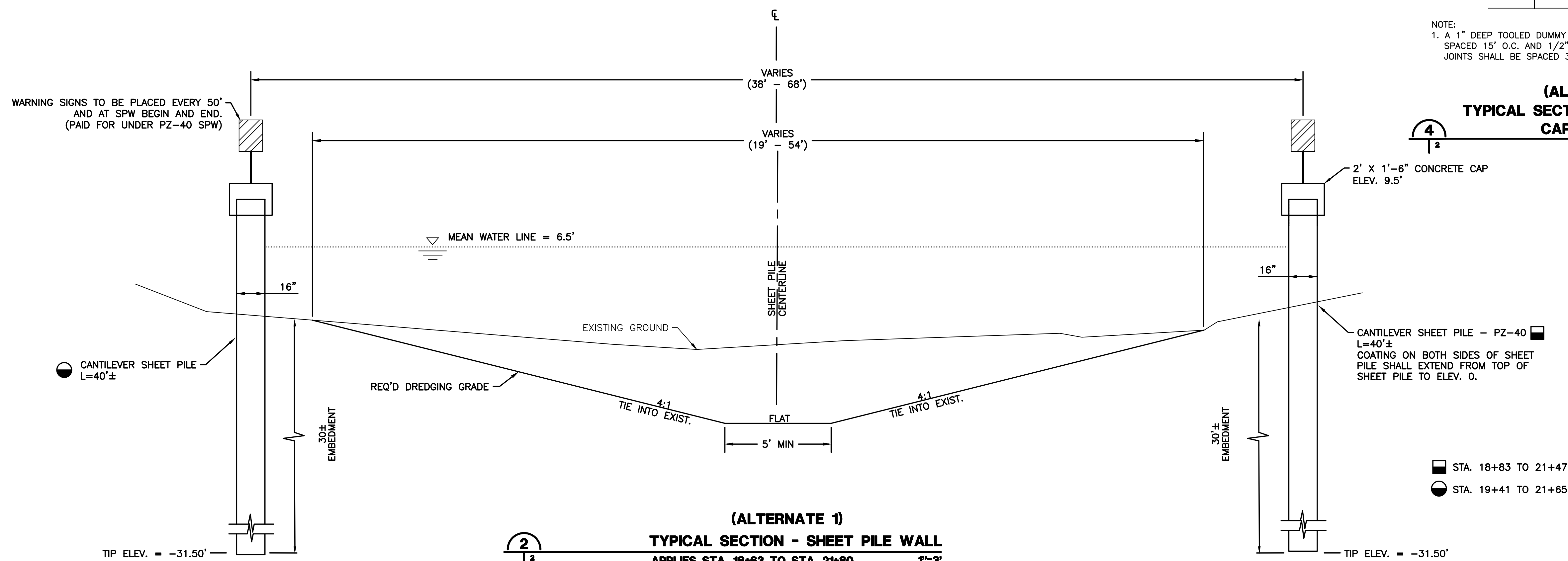


NOTE:
1. A 1" DEEP TOOLED DUMMY JOINT SHALL BE SPACED 15' O.C. AND 1/2" THICK EXPANSION JOINTS SHALL BE SPACED 30' O.C.

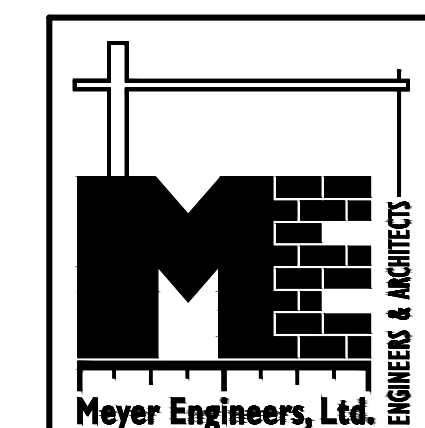
(ALTERNATE 1)
TYPICAL SECTION AT CONCRETE CAP EXPANSION JOINT
1"=1'-0"

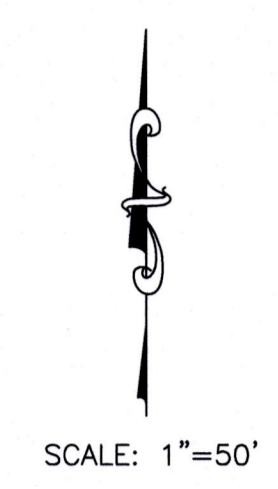


(1)
TYPICAL SECTION - DREDGING SECTION
APPLIES STA. 12+47 TO STA. 18+63
1"=2'



(ALTERNATE 1)
TYPICAL SECTION - SHEET PILE WALL
APPLIES STA. 18+63 TO STA. 21+80
1"=3'





HYDROGRAPHIC SURVEY
DAVIS LANDING
(WEST PEARL RIVER)
ST. TAMMANY PARISH, LOUISIANA

DATE: 8/2021
DRAWN BY: PES
DESIGNED BY:
CHECKED BY: JC/HM

BRYANT HAMMETT & ASSOCIATES, LLC
CIVIL ENGINEERING & LAND SURVEYING
1104 Dealers Avenue - Harahan, LA 70123
(504) 733-8004



NO.	DESCRIPTION	BY
	REVISIONS	

General Notes:
1. DATUM REFERENCE-- ALL ELEVATIONS SHOWN ARE BASED ON N.A.V.D 88 DATUM (GEOID18). ALL HORIZONTAL DATA SHOWN IS BASED ON LOUISIANA STATE PLANE COORDINATES SYSTEM, SOUTH ZONE, NAD 1983.
2. THE WATER SURFACE ELEVATION AT THE TIME OF THE SURVEY (8/19/21) WAS 6.5'



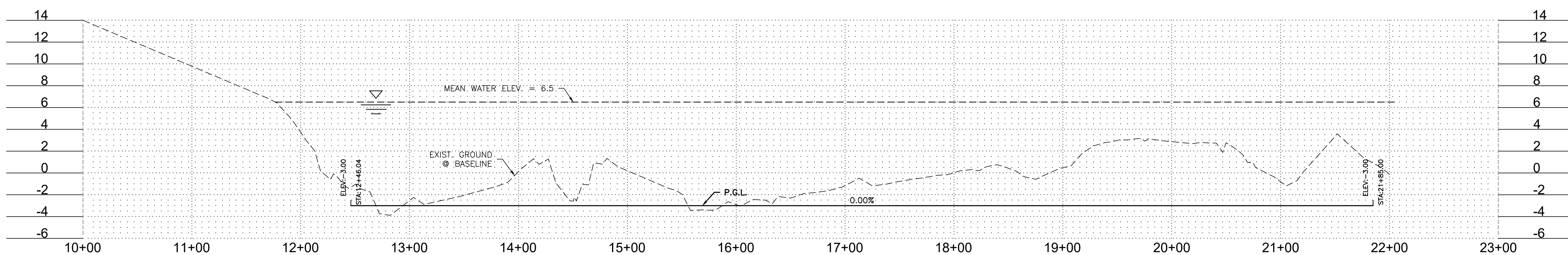
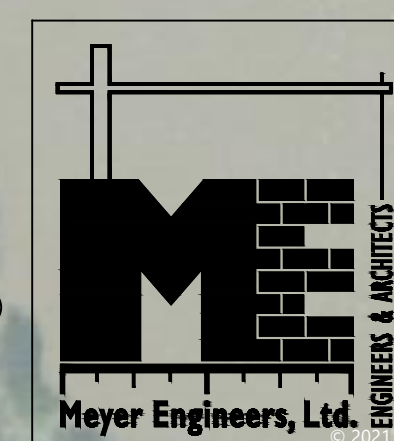
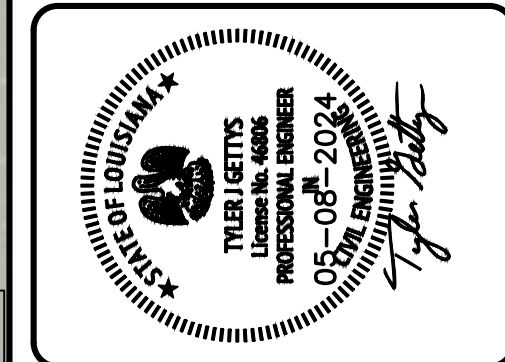
FILE NO.:



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

No.	DESCRIPTION OF REVISION	DATE

DESIGNED BY: TUG	ISSUE DATE: 05-08-2024
DRAWN BY: TUG	APPROVED BY: ---
CHECKED BY: DFD	SHEET SIZE: ANSI D
SUBMITTED BY: MEYER	SCALE:
PROJECT No.: 20-2135	



DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

GENERAL NOTES AND LEGEND

SHEET NO.

5

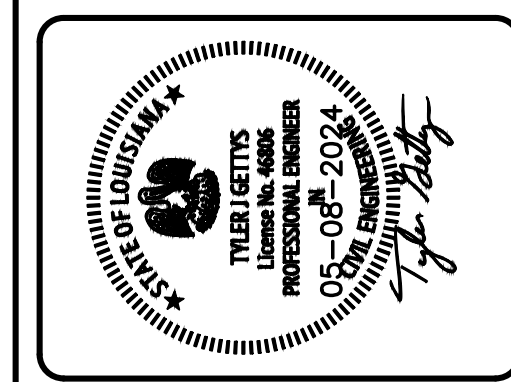
SHEET 5 of 9



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

DATE:	DESCRIPTION OF REVISION	No.

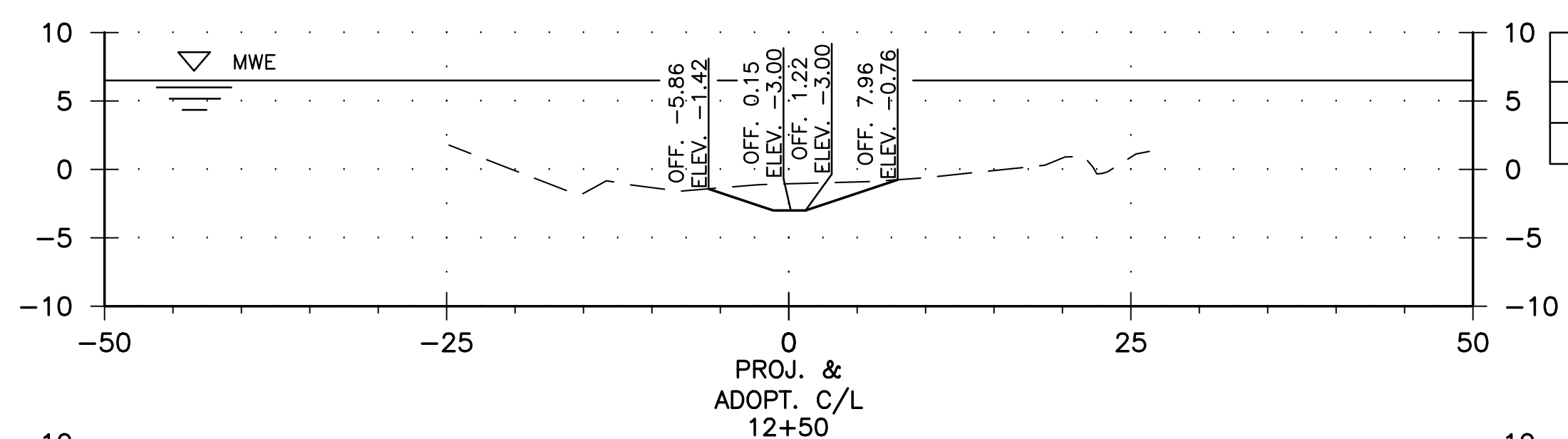
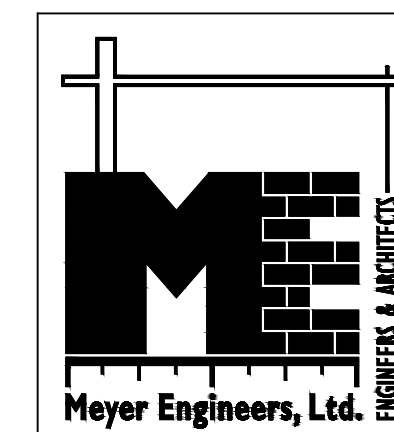
DESIGNED BY:	TJG
DRAWN BY:	TJG
CHECKED BY:	DPD
SUBMITTED BY:	MEYER
PROJECT No.:	20-2135
ISSUE DATE:	05-08-2024
APPROVED BY:	---
SHEET SIZE:	ANSI D
SCALE:	---



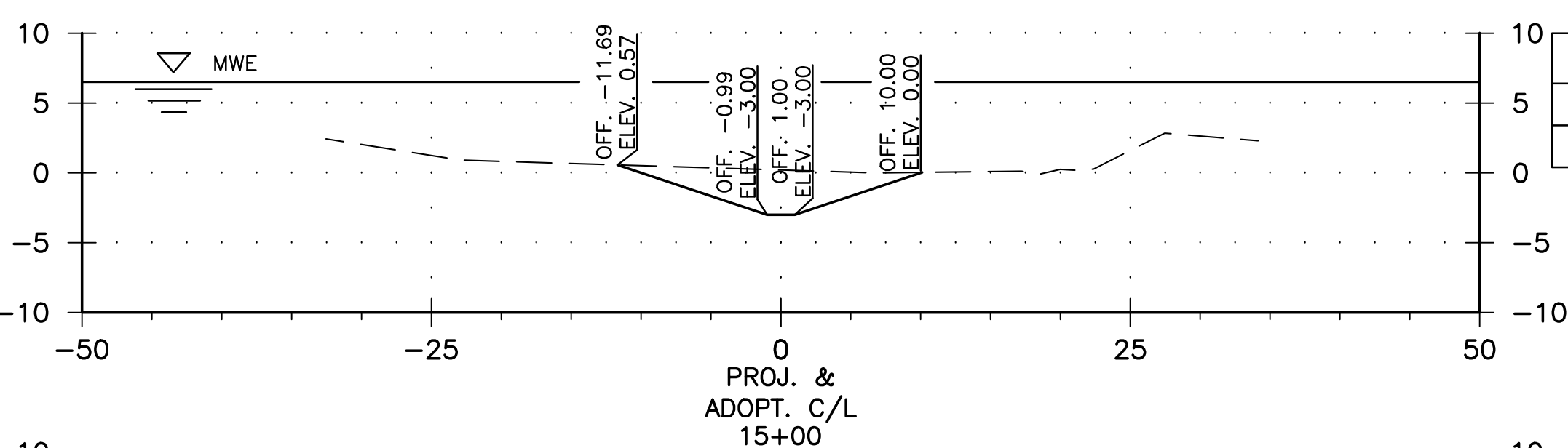
DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

CROSS SECTIONS

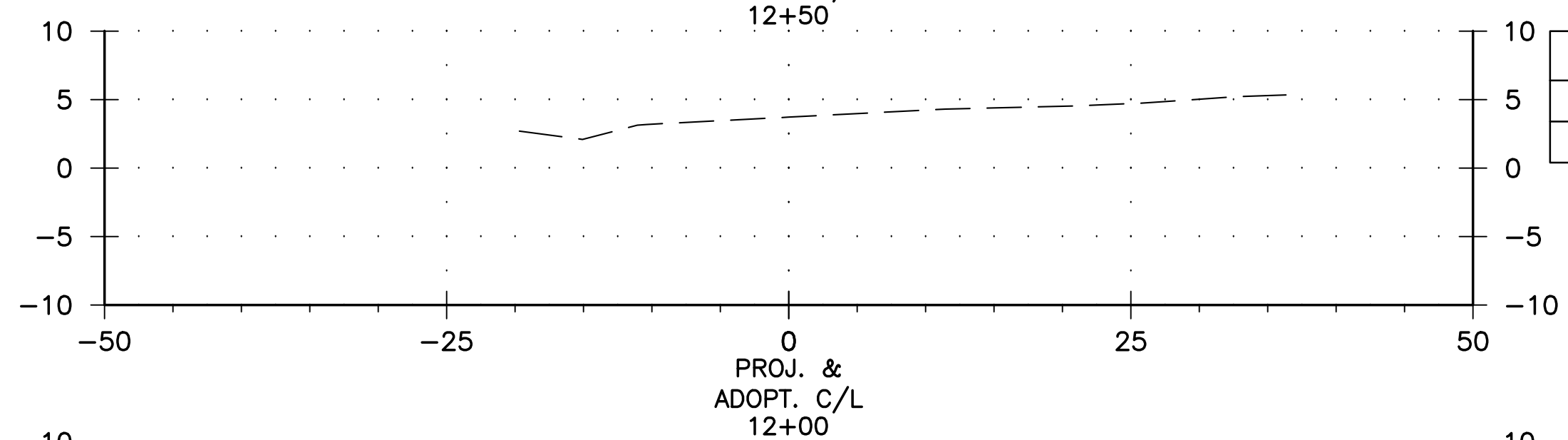
SHEET NO. 6 SHEET 6 of 9



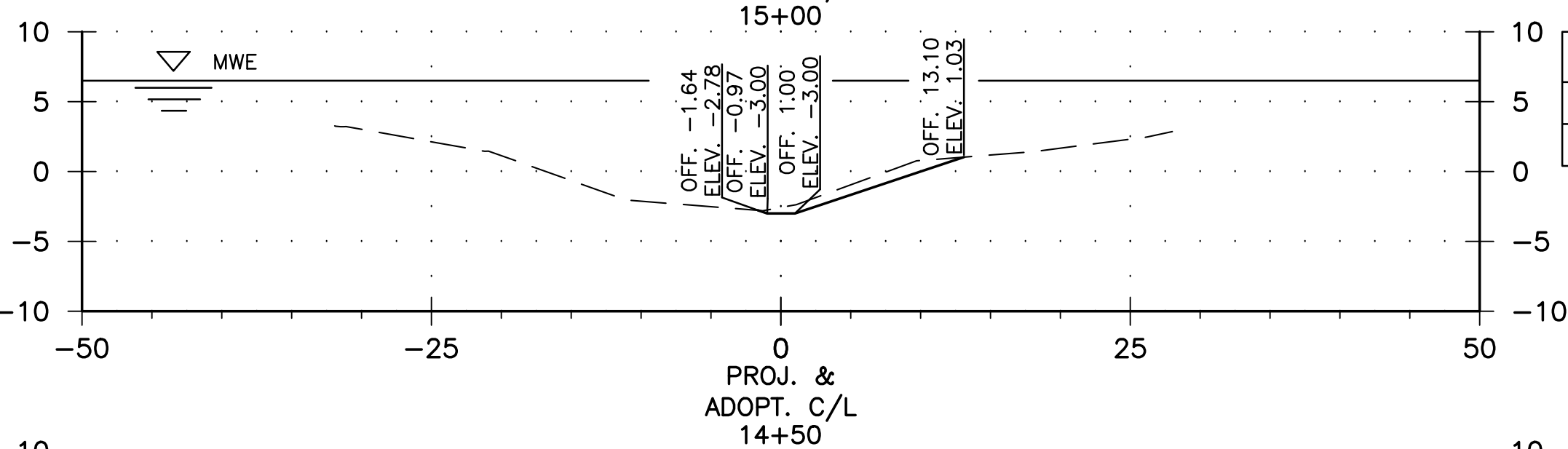
Total Volume Sta. 12+50	
Cut Vol	14.56 CU. YD.
Fill Vol	0.00 CU. YD.



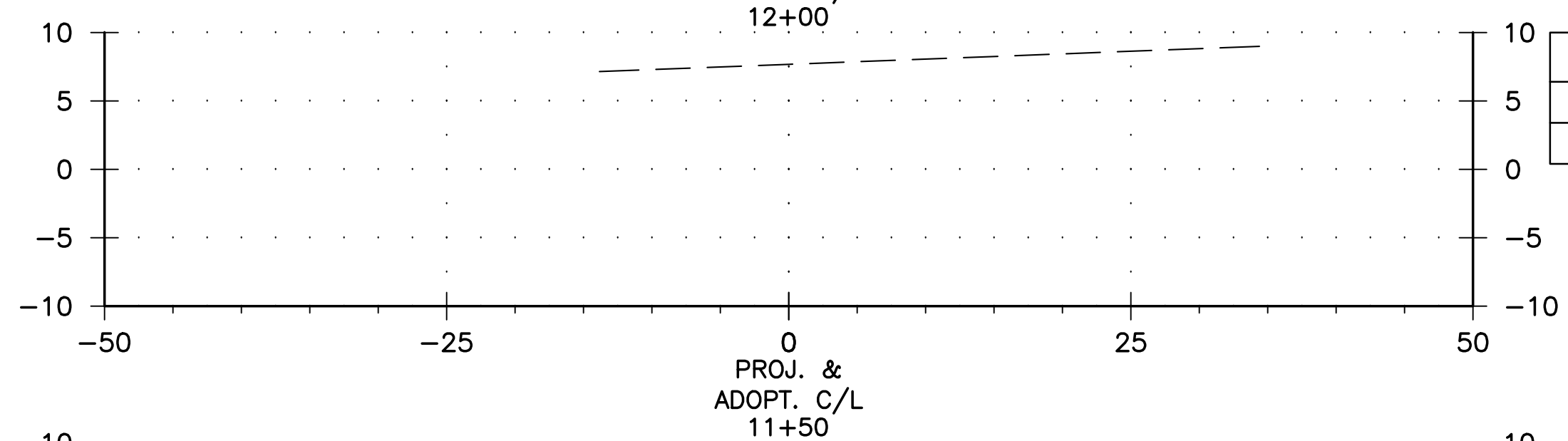
Total Volume Sta. 15+00	
Cut Vol	43.04 CU. YD.
Fill Vol	0.00 CU. YD.



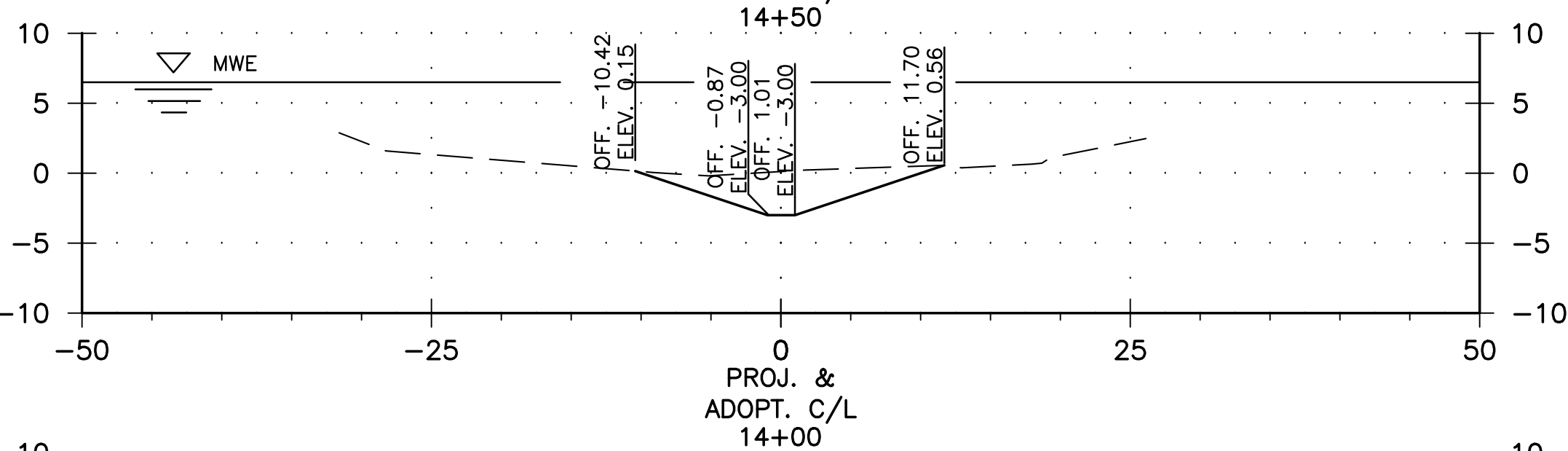
Total Volume Sta. 12+00	
Cut Vol	0.00 CU. YD.
Fill Vol	0.00 CU. YD.



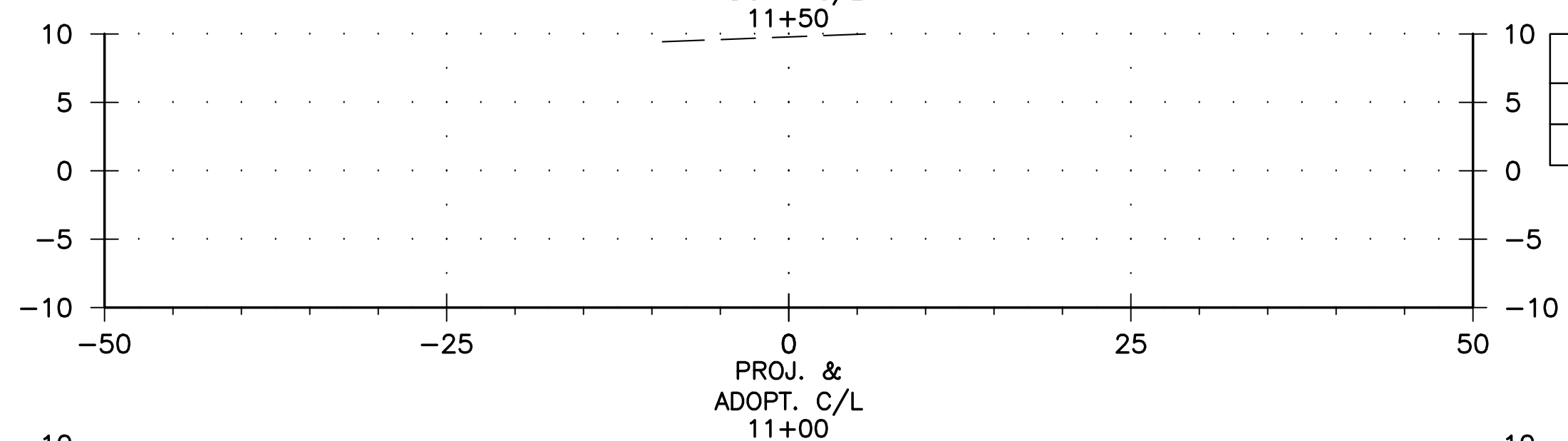
Total Volume Sta. 14+50	
Cut Vol	41.68 CU. YD.
Fill Vol	0.00 CU. YD.



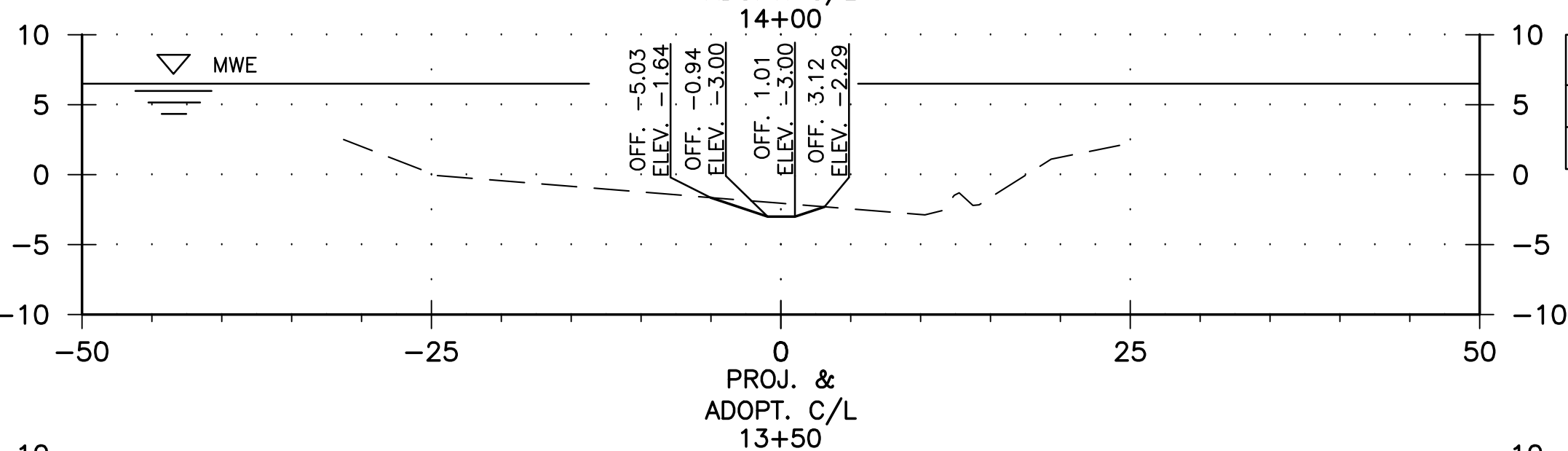
Total Volume Sta. 11+50	
Cut Vol	0.00 CU. YD.
Fill Vol	0.00 CU. YD.



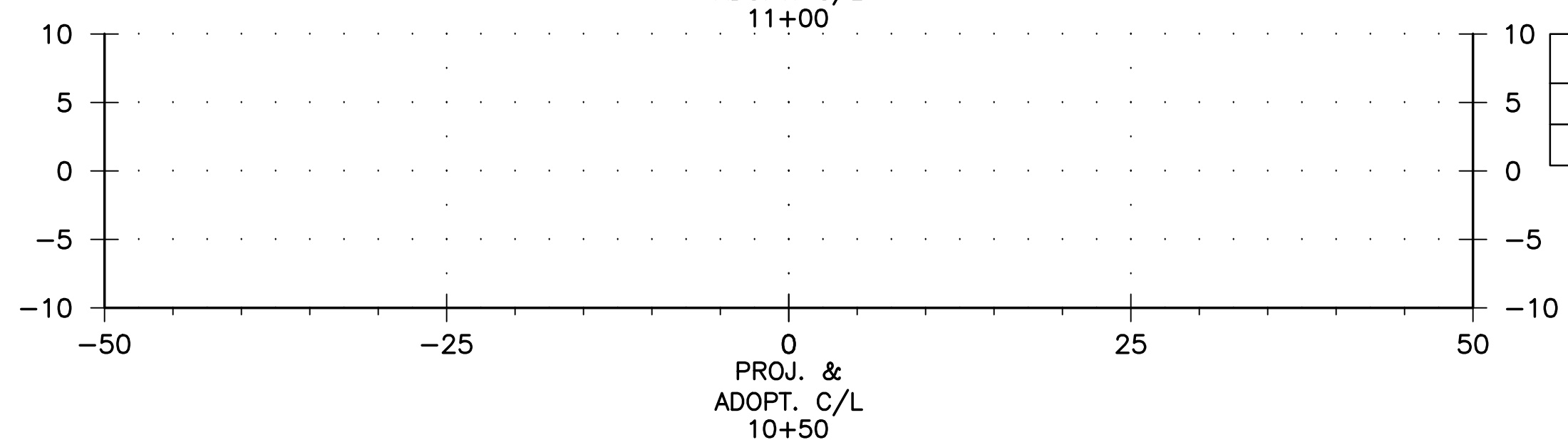
Total Volume Sta. 14+00	
Cut Vol	38.13 CU. YD.
Fill Vol	0.00 CU. YD.



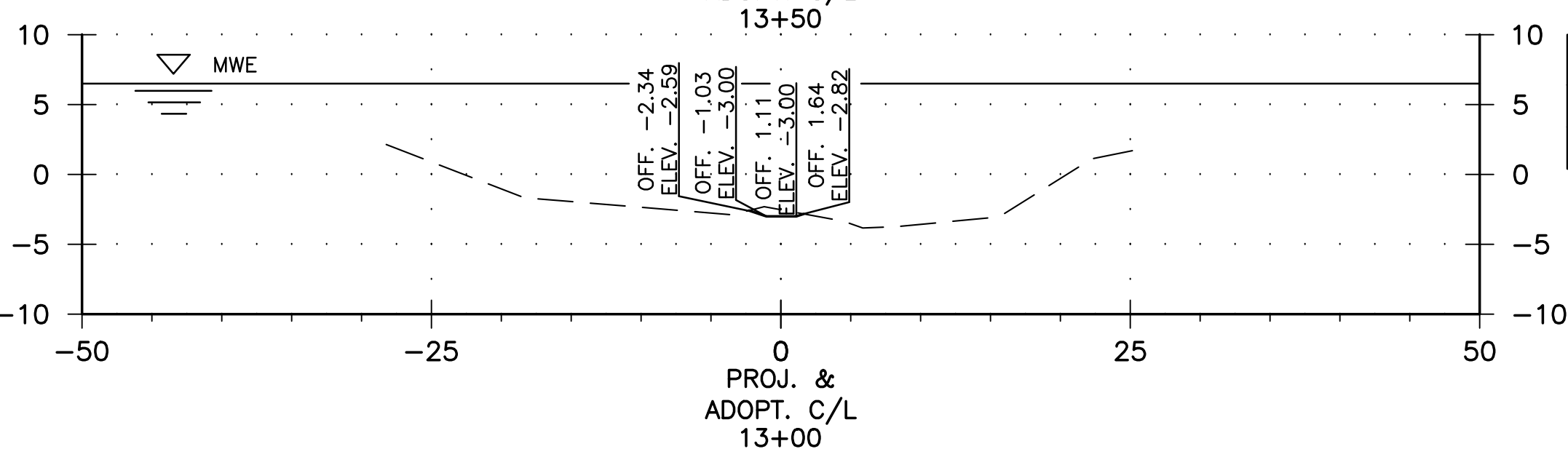
Total Volume Sta. 11+00	
Cut Vol	0.00 CU. YD.
Fill Vol	0.00 CU. YD.



Total Volume Sta. 13+50	
Cut Vol	5.96 CU. YD.
Fill Vol	0.00 CU. YD.



Total Volume Sta. 10+50	
Cut Vol	0.00 CU. YD.
Fill Vol	0.00 CU. YD.



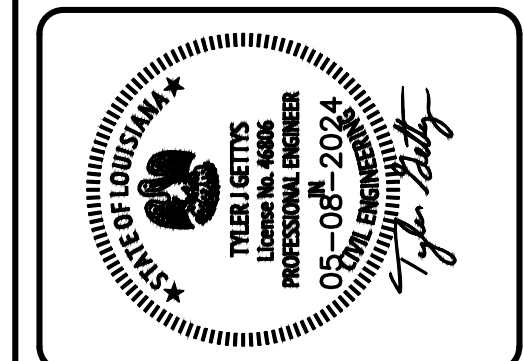
Total Volume Sta. 13+00	
Cut Vol	15.96 CU. YD.
Fill Vol	0.00 CU. YD.



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

DATE:	DESCRIPTION OF REVISION:

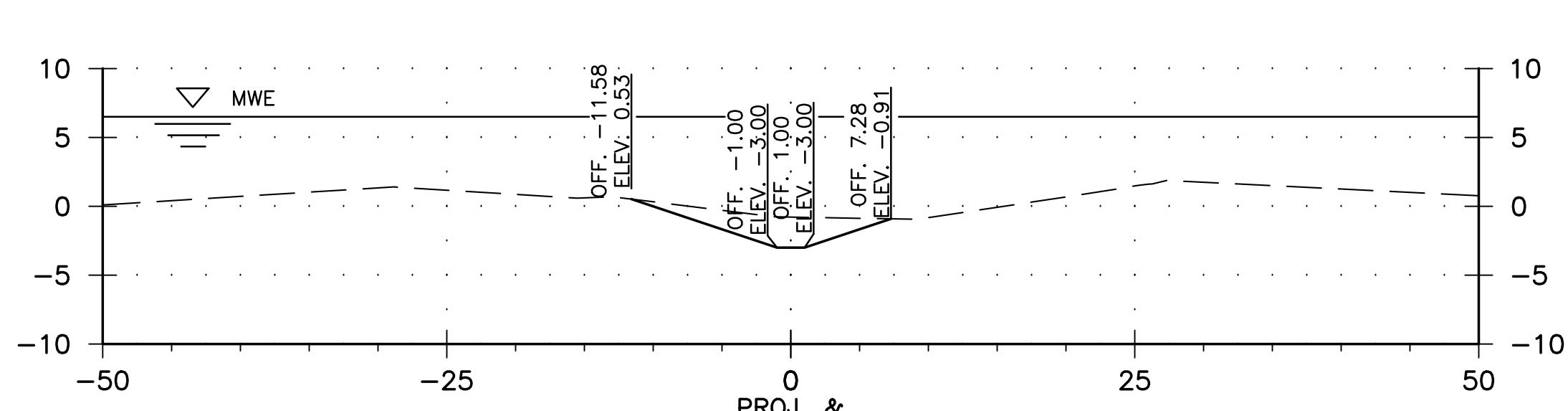
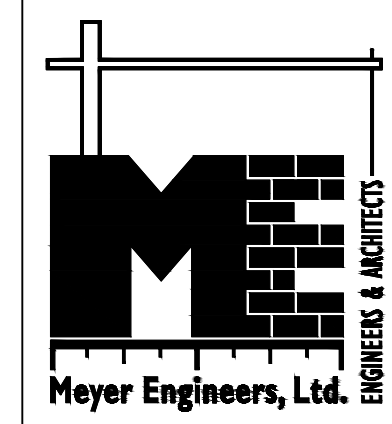
DESIGNED BY: TJG	TJG
DRAWN BY: TJG	DPD
CHECKED BY: DPD	MEYER
SUBMITTED BY: MEYER	20-2135
PROJECT No.:	05-08-2024
ISSUE DATE:	ANSI D
APPROVED BY:	
SHEET SIZE:	
SCALE:	



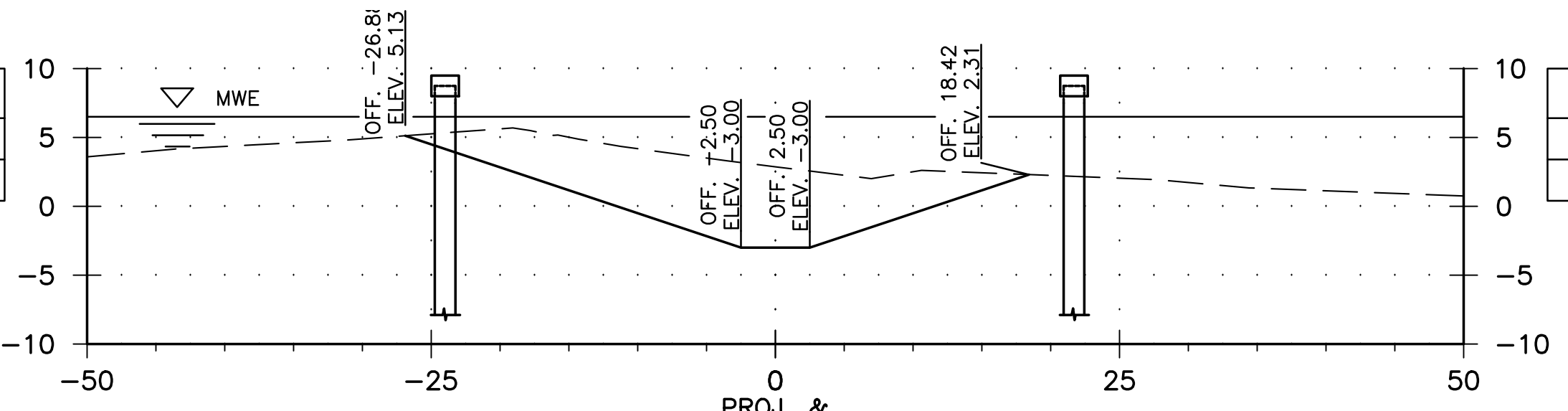
DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

CROSS SECTIONS

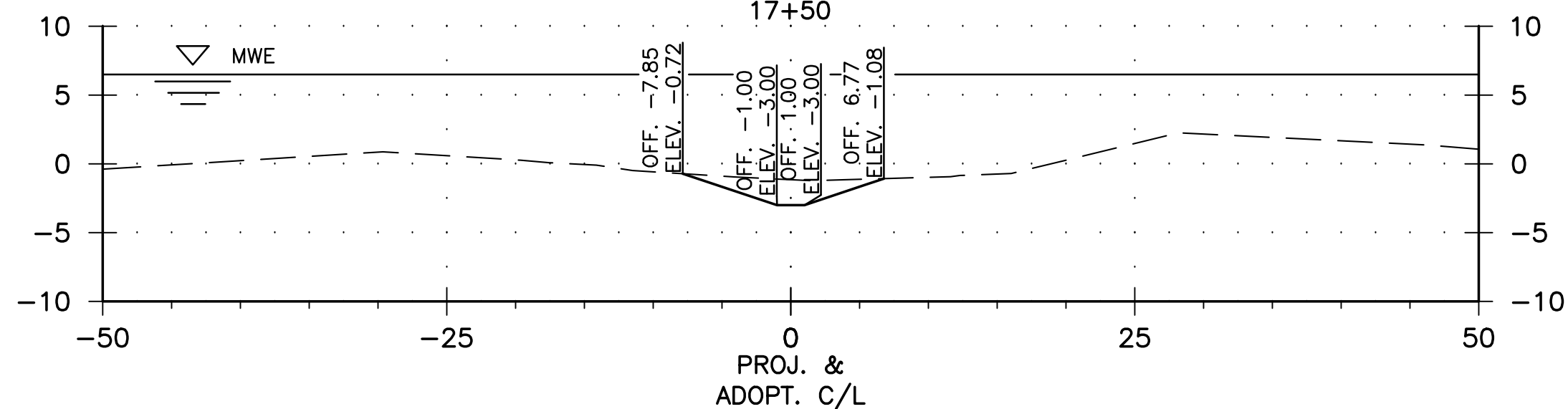
SHEET NO.
7
SHEET 7 of 9



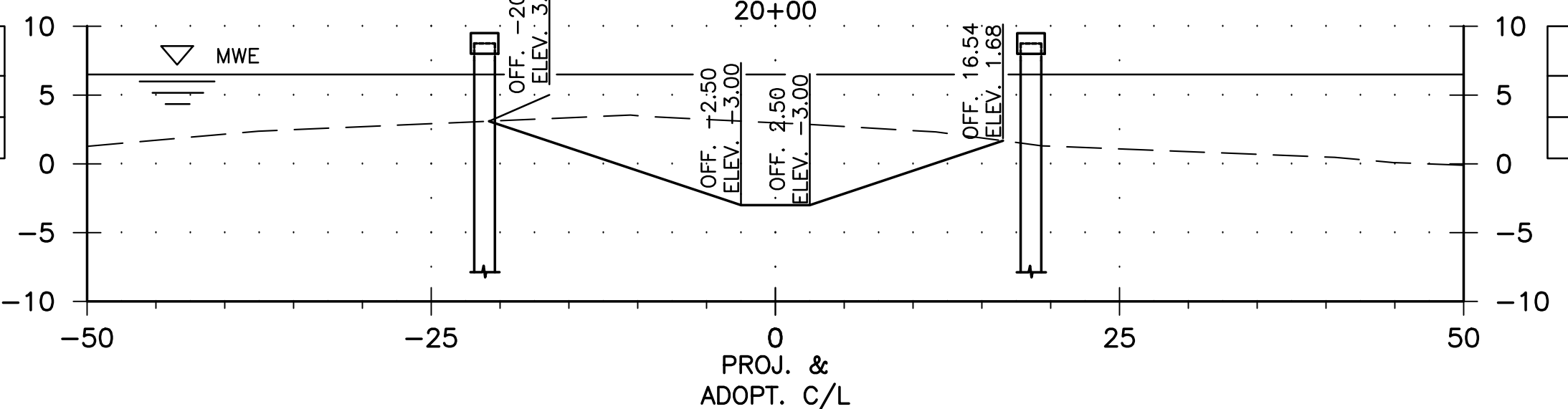
Total Volume Sta. 17+50	
Cut Vol	35.46 CU. YD.
Fill Vol	0.00 CU. YD.



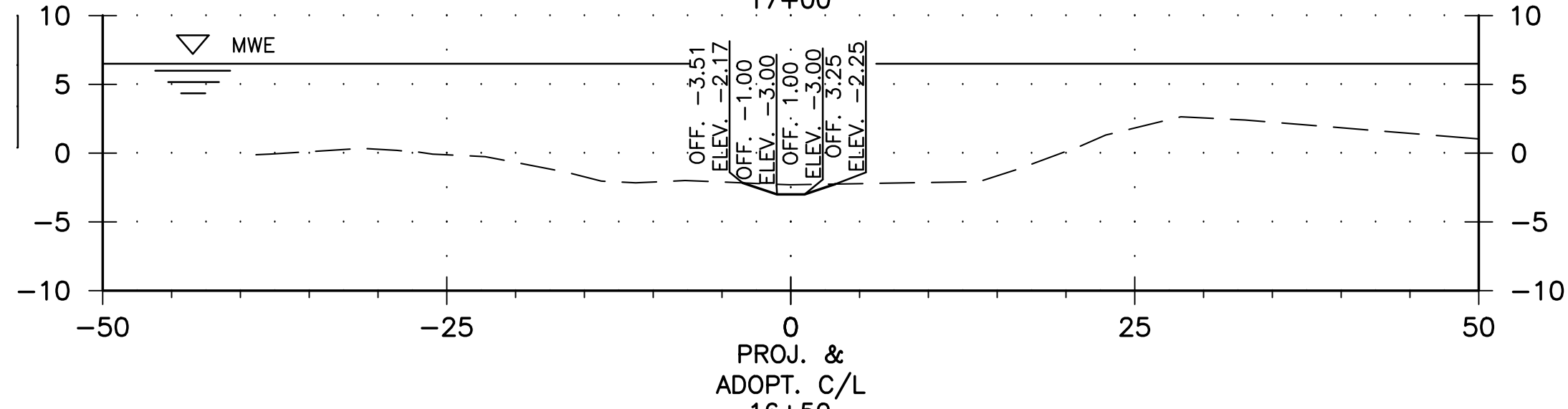
Total Volume Sta. 20+00	
Cut Vol	271.96 CU. YD.
Fill Vol	0.00 CU. YD.



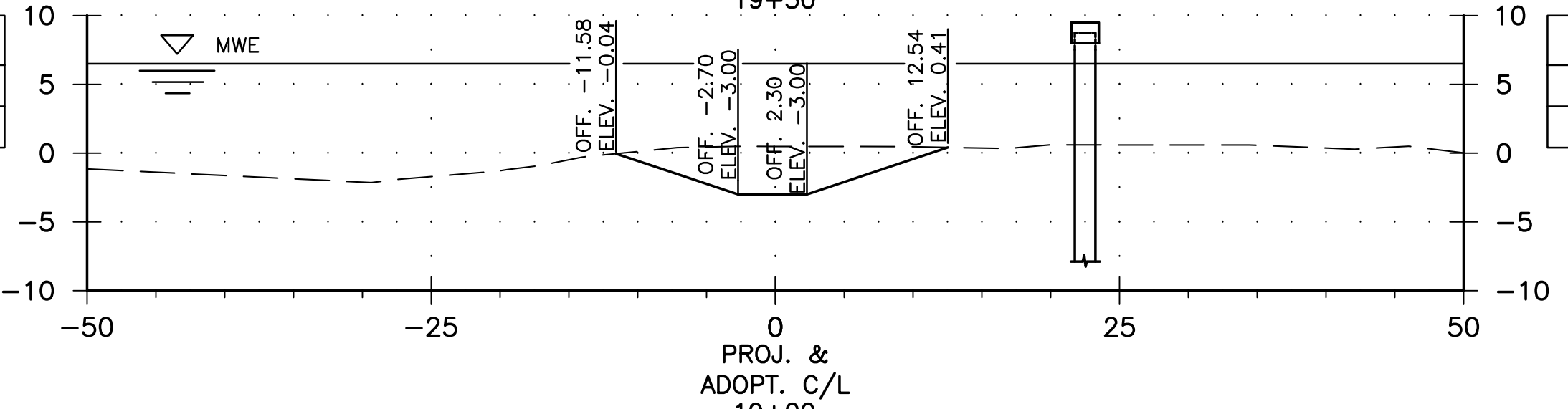
Total Volume Sta. 17+00	
Cut Vol	16.95 CU. YD.
Fill Vol	0.00 CU. YD.



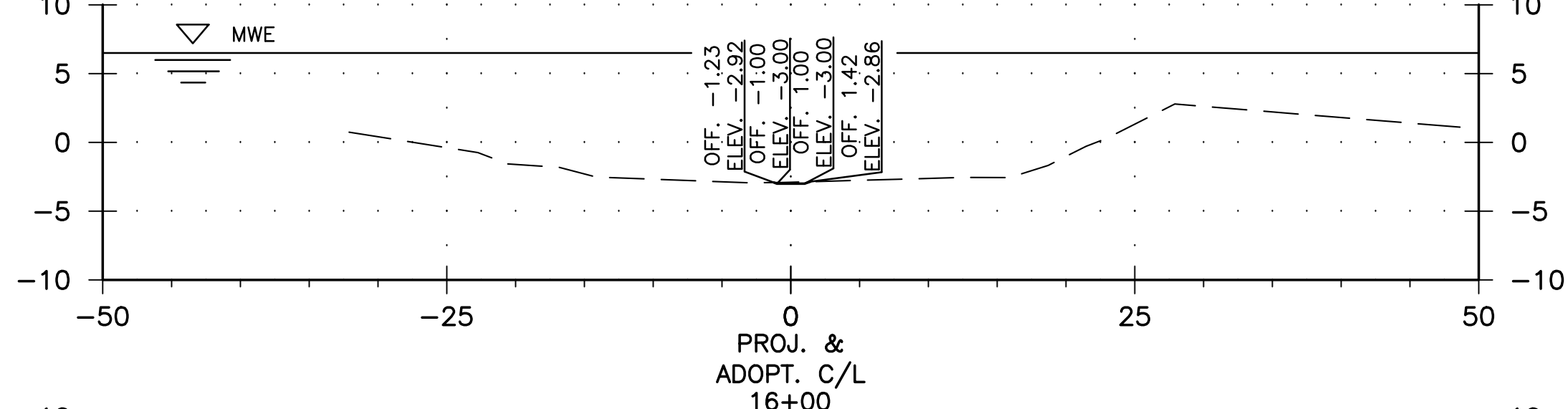
Total Volume Sta. 19+50	
Cut Vol	169.56 CU. YD.
Fill Vol	0.00 CU. YD.



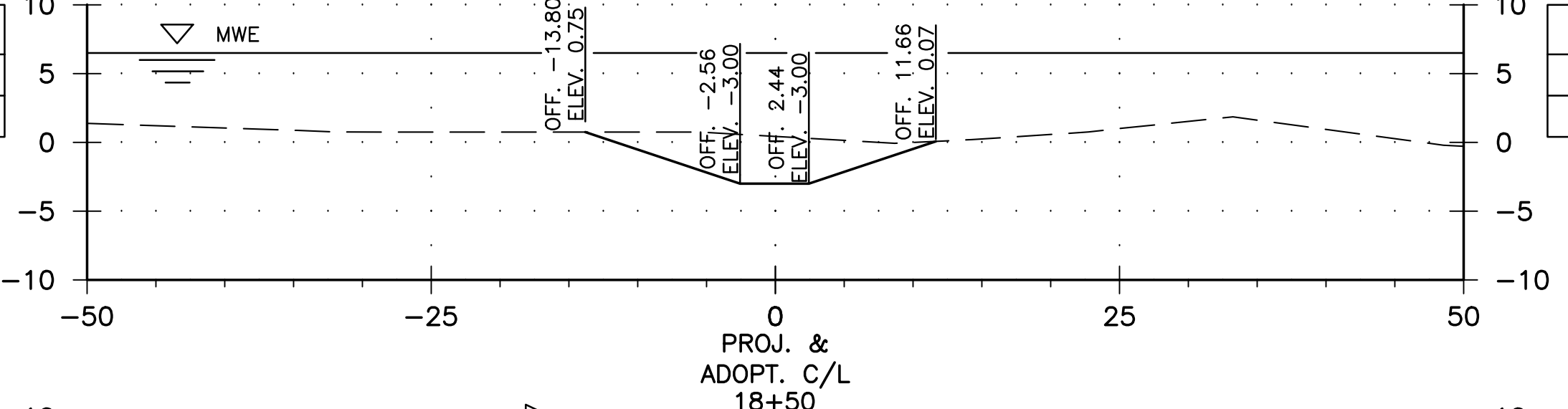
Total Volume Sta. 16+50	
Cut Vol	3.12 CU. YD.
Fill Vol	0.00 CU. YD.



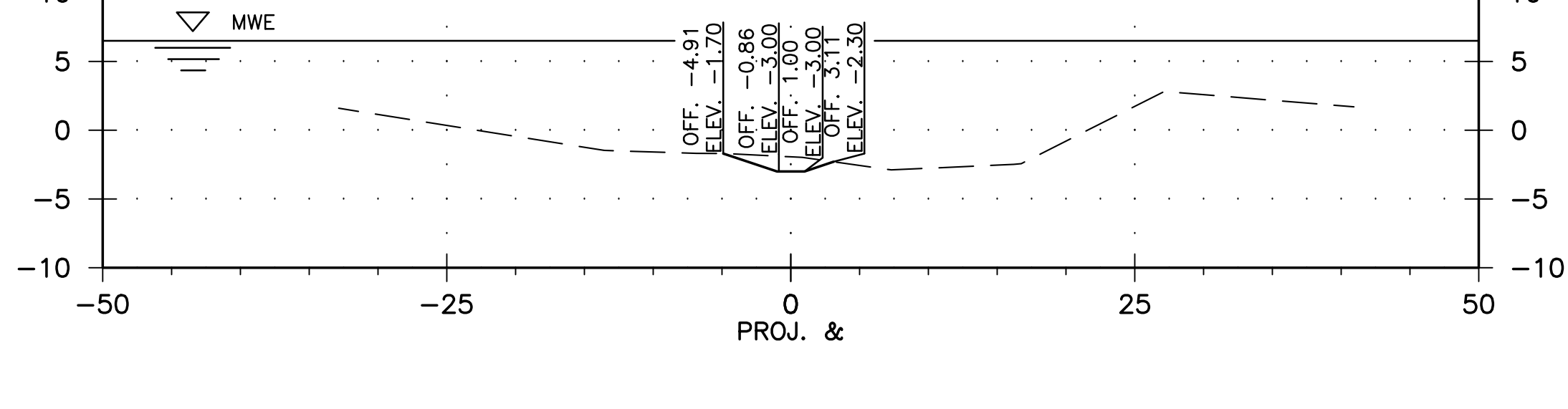
Total Volume Sta. 19+00	
Cut Vol	96.15 CU. YD.
Fill Vol	0.00 CU. YD.



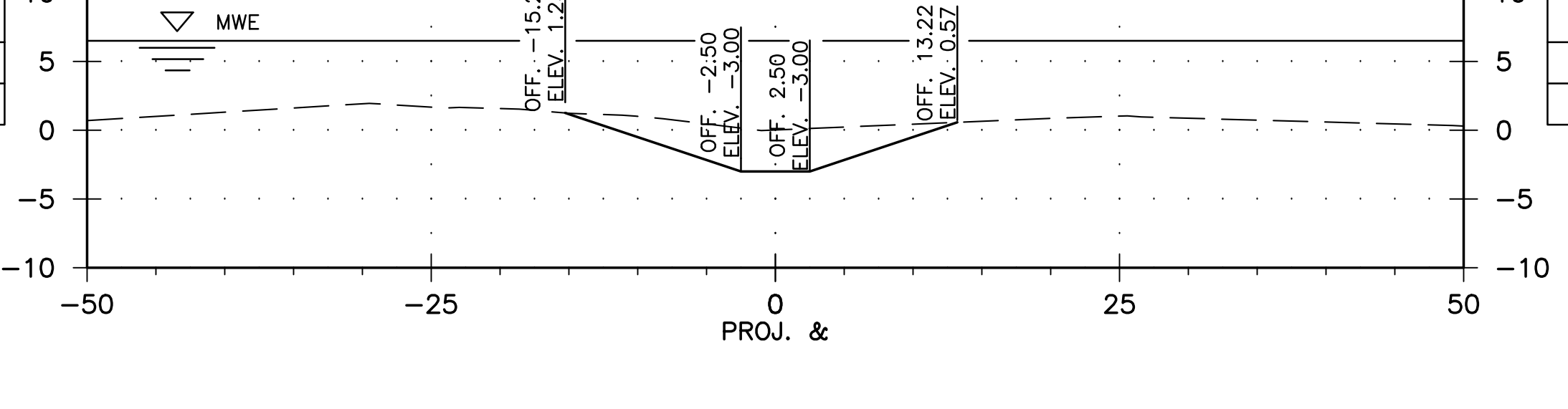
Total Volume Sta. 16+00	
Cut Vol	5.20 CU. YD.
Fill Vol	0.00 CU. YD.



Total Volume Sta. 18+50	
Cut Vol	98.30 CU. YD.
Fill Vol	0.00 CU. YD.



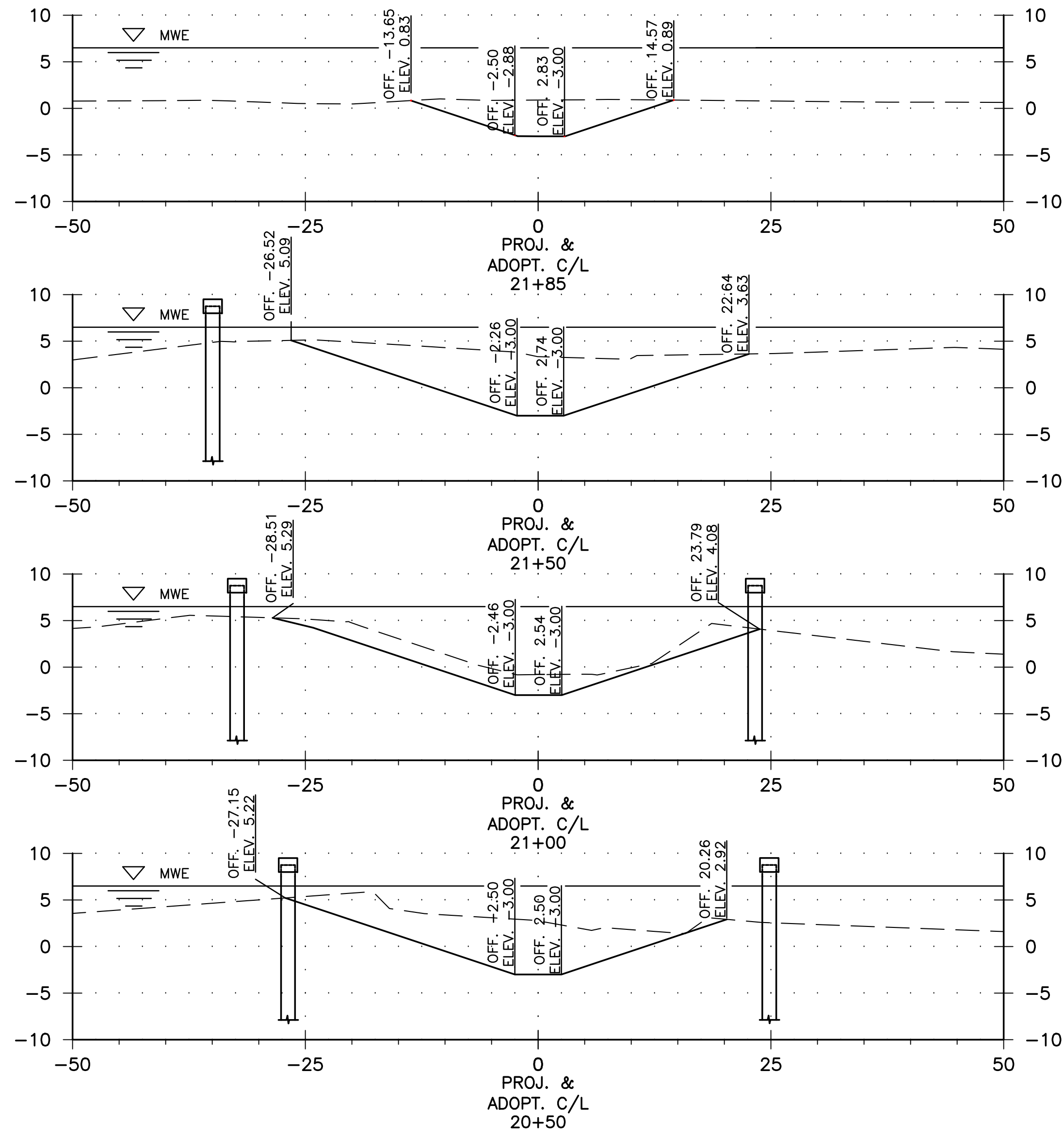
Total Volume Sta. 15+50	
Cut Vol	39.92 CU. YD.
Fill Vol	0.00 CU. YD.



Total Volume Sta. 18+00	
Cut Vol	71.14 CU. YD.
Fill Vol	0.00 CU. YD.



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

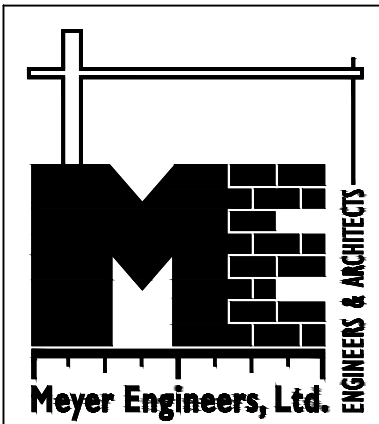


Total Volume Sta. 21+85	
Cut Vol	160.19 CU. YD.
Fill Vol	0.00 CU. YD.

Total Volume Sta. 21+50	
Cut Vol	235.68 CU. YD.
Fill Vol	0.00 CU. YD.

Total Volume Sta. 21+00	
Cut Vol	192.23 CU. YD.
Fill Vol	0.01 CU. YD.

Total Volume Sta. 20+50	
Cut Vol	282.90 CU. YD.
Fill Vol	0.01 CU. YD.

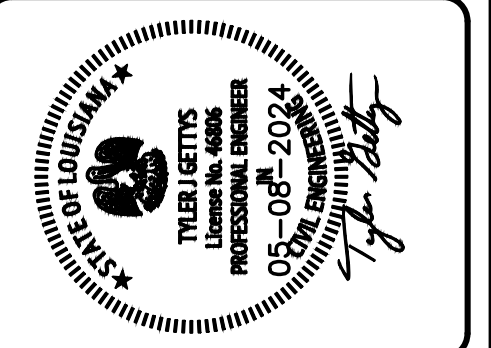


DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

CROSS SECTIONS

DATE	DESCRIPTION OF REVISION

DESIGNED BY:	TJG
DRAWN BY:	TJG
CHECKED BY:	DFD
SUBMITTED BY:	MEYER
PROJECT No.:	20-2135
ISSUE DATE:	05-08-2024
APPROVED BY:	---
SHEET SIZE:	ANSI D
SCALE:	---




DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

SHEET NO.	8
SHEET 8 of 9	



BORING LOCATION PLAN		BORING LOCATION		North ▲	
THE BETA GROUP, LLC. 1428½ Claire Ave, Gretna, Louisiana, 70053 504-227-2273 fax: 504-227-2274 Betagroupgc.com			Client: Meyer Engineers, Ltd. Project: Proposed St. Tammany Dredging Project Location: Pearl River, Louisiana TBG Project No.: 5771G Date: 11/20/2021 Scale: Not To Scale		

Proposed St. Tammany Dredge Davis Landing Rd. Boat Launch (N 30 19°31.96" W 89 42'36.76" Pearl River, Louisiana										LOG OF SOIL BORING B-3			File: 5771 Date: 9/27/21 Logged by: L. Adadms Driller: Specialized ENV. Rig: Pontoon	
Meyer Engineers, Ltd. 4937 Hearst St. Metairie, Louisiana													Sheet 1 of 1	
FIELD DATA		LABORATORY DATA							Location: Lat. 30° 19' 32.6" Long. 89° 42' 25.99"					
Ground Water Level	Depth (feet)	Samples	Field Test Results	Compressive Strength (tsf)	Water Content (%)	Wet Unit Weight (pcf)	Atterberg Limits			Soil Type	Description			
							LL	PL	PI					
			0.5 (P)	0.07	37	122					Very Soft Gray and Tan SILTY CLAY (CL)			
			0.25 (P)	0.06	31	123								
	5		0.25 (P)	0.17	26	124								
			0.5 (P)	0.13	24	125	17	10	7					
			17 b/f 4-6-11		15					2	Loose to Medium Dense Tan SAND (SP)			
	10		14 b/f 4-6-8		15									
			8 b/f 3-3-5		16					3				
	15		10 b/f 5-2-8		17									
			14 b/f 6-4-10		17					4				
	20		19 b/f 4-5-14		17									
			1.0 (P)	0.07	16	126	40	11	29		Very Soft Gray and Tan SILTY CLAY (CL)			
	25		24 b/f 15-11-13		17					3	Medium Dense to Dense Tan SAND (SP)			
			29 b/f 10-11-18		17									
	30		35 b/f 8-10-25		16					2				
			23 b/f 8-10-13		17									
	40		21 b/f 7-9-12		21									
			28 b/f 8-11-17		15					4				
	45													
	50													
Ground Water Level Data			Boring Advancement Method			Notes								
			4" Nom. Dia. Short Flight Auger:			Boring completed at 50 ft.								
			4" Dia. Rotary Wash: to 50 ft.			Boring drilled in approximately 3 ft. of water.								
			Boring Abandonment Method											
			Borehole grouted with cement/ bentonite upon completion			Strata Boundaries and Sample Lengths May Not Be Exact								

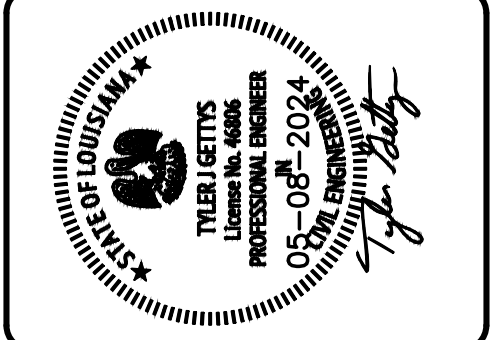
ARD:LOGS01.01R.5771G.GPJ LOGS01R.GDT 2/24/22



ST. TAMMANY PARISH
GOVERNMENT
21490 KOOP DRIVE,
MANDEVILLE, LA 70471

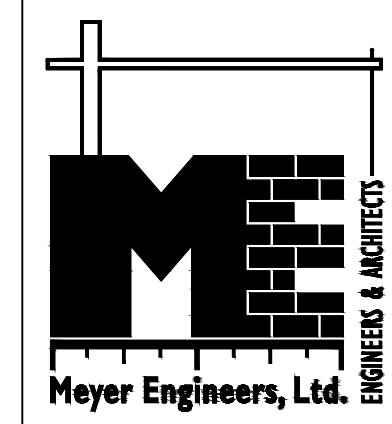
DATE	DESCRIPTION OF REVISION

DESIGNED BY: TUG	ISSUE DATE: 05-08-2024
DRAWN BY: TUG	APPROVED BY: ---
CHECKED BY: DFD	SHEET SIZE: ANSI D
SUBMITTED BY: MEYER	SCALE: ---
PROJECT No.: 20-2135	



DAVIS LANDING CANAL RESTORATION
SLIDELL, LOUISIANA
PROJECT No.: 20-2135

CROSS SECTIONS



SHEET NO.
9
SHEET 9 of 9