



8.0 RECOMMENDATION

Information found in this document may be subject to change and further development during final feasibility analysis, to include analysis of training works, refinement of relocation and real estate requirements, to include additional hydraulic modeling, as well as from review and resolution of comments received from both the public and other agencies; the Agency Technical Review (ATR); and Independent External Peer Review (IEPR), all of which will help refine the Tentatively Selected Plan (TSP). The information provided in this chapter is based on the TSP, as currently defined and may be refined and/or changed prior to publication of the final report.

8.1 Tentatively Selected Plan

The Tentatively Selected Plan (TSP) for the next phase of construction, is Alternative 3d. This alternative is to deepen the MRSC to a depth of 50 ft LWRP for the 3 crossings located within the footprint of the Port of South of Louisiana and a depth of 50 ft MLLW in the Lower Mississippi River from RM 13.4 AHP to RM 22 BHP. The 9 crossings located within the footprint of the Port of Baton Rouge would remain at 45 ft LWRP.

The portions of the river in between RM 13.4 AHP to RM 115 AHP, and in between the crossings historically have depths in excess of 55 ft. Evaluation indicated this will remain the case through the period of analysis. If future conditions result in changes in the naturally deep condition of these excluded reaches, an economic and environmental analysis and reassessment of the project will be needed in order to address the channel depth in those reaches.

8.2 Plan Implementation

The following describes the NFS financing and the division of plan responsibilities.

8.2.1 Federal and non-Federal Cost-Sharing

The Louisiana Department of Transportation (LaDOTD) is the NFS during the development of the GRR for the project and the cost-share during this phase is 50 percent Federal and 50 percent non-Federal. LaDOTD will continue to be the NFS through preliminary engineering and design (PED), construction, and Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R). The cost share for the PED and construction of Phase III of the project will be 50 percent Federal and 50 percent non-Federal since the deepening of the channel, as described in this TSP, is limited to depths in excess of 45 feet MLLW. Per WRRDA 2014 the cost share for OMRR&R, deep draft navigation for a channel up to 50 ft is 100 percent Federal. Among other responsibilities, the NFS must provide all project LERRDs required for the construction and OMRR&R of the general navigation features of the project and submit any work-in-kind request to the Federal government for the PED of the project. Table 8-1 provides a breakdown of the estimated cost and cost share



requirements for both Federal and non-Federal based on the TSP. The below tables reflect the cost as provided in the micro-computer aided cost estimating system (MCACES) estimate which was prepared on the TSP and is included in Appendix C. The cost in the MCACES estimates, including the relocations cost, were refined from what has been reflected in the alternative and comparison development. The relocations cost of \$40M was a conservative estimate, which was refined after identification of the TSP. This estimate will be further refined during Feasibility level design.

Table 8-1 Cost Sharing

	Federal Cost (50%)¹	Non-Federal Cost (50%)	Total Cost
PED	\$2,583,000	\$2,583,000	\$5,166,000
Construction	\$47,349,000	\$33,279,000	\$80,628,000
Relocations	\$0	\$11,600,000	\$11,600,000
Lands, Easements, & ROW	\$0	\$2,500,000	\$2,500,000
Construction Management	\$3,697,500	\$3,697,500	\$7,395,000
Total Project First Costs	\$53,659,500	\$53,659,500	\$107,319,000

Table 8-2 General Navigation Feature Payback

Total Project First Cost	107,319,000
Real Estate	(2,500,000)
Relocations	(11,600,000)
Total General Navigation Features	93,219,000
After construction there is a 10% payback over 30 years. This is applied to the GNF ¹ only. Sponsor expenditures for LERR's are deducted from this.	93,219,000 x 10% = 9,322,000
Sponsor will have a net overpayment	(18,642,000)
	9,321,000



8.2.2 Federal Responsibilities

The Federal government will be responsible for PED and construction of the general navigation features of the project in accordance with the applicable provisions of Public Law 99-662 (WRDA of 1986), as amended. The Government, subject to Congressional authorization and the availability of funds, and using those funds provided by the NFS, shall expeditiously construct the project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. In addition, the Government is responsible for 100 percent of the cost of the OMRR&R of the general navigation features of the project since all of the considered alternatives are less than or equal to a depth of 50 feet.

8.2.3 Non-Federal Responsibilities

The non-Federal sponsor shall be required to to comply with all applicable Federal laws and policies and to provide the following items of local cooperation, including, but not limited to, the following:

1. The Non-Federal Sponsor shall contribute fifty (50) percent of the total costs of construction of the general navigation features (GNF) of the Project attributable to dredging to a depth in excess of -45 feet.
2. The Non-Federal Sponsor shall pay, with interest, over a period not to exceed 30 years following completion of the period of construction of the GNFs, an additional amount equal to 10 percent of the total cost of the construction of the GNFs.
3. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations for the Project unless the Federal agency providing the funds verifies in writing that such funds are authorized to be used to carry out the Project.
4. The Non-Federal Sponsor shall provide to the Government all lands, easements, servitudes, and rights-of-way, including lands suitable for the borrowing of materials or the placement of dredged or excavated material disposal areas, and perform, or assure performance of, all alterations and relocations of facilities and utilities, including deep-draft facility/utility relocations (excluding the cost of alteration, lowering, raising, or replacement and attendant demolition of any lawful bridge over the navigable waters of the United States, and the approaches thereto, which is used and operated for the purpose of railroad traffic or which represents a part of is a government-owned public highway), determined by the Government to be necessary for construction, operation, or maintenance of the Project.
5. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the



operation and maintenance of the general navigation features and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.

6. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way necessary for construction or operation and maintenance of the general navigation features, relocations, deep draft utility relocations, the borrowing of material, or the placement of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.
7. Non-Federal Sponsor shall provide, operate, and maintain at no cost to the Government, all Project features other than the general navigation features, including, but not limited to, any local service facilities, in a manner that is compatible with the project's authorized purposes and in accordance with applicable federal and state laws and regulations and any specific directions prescribed by the Government.
8. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the construction, operation and maintenance of the general navigation features and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.
9. The Non-Federal Sponsor shall hold and save the Government free from all damages arising from construction or operation and maintenance of the Project except for damages due to the fault or negligence of the Government or its contractors.
10. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10.
11. The Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required.



12. The Non-Federal Sponsor shall authorize and give the Government the right to enter upon, at reasonable times and in a reasonable manner, property that the Non-Federal Sponsor owns or controls for the purpose of constructing, completing, operating and maintaining the general navigation features.
13. The Non-Federal Sponsor shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled “Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army”; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).
14. The Non-Federal Sponsor shall be solely responsible for any increase in costs resulting from betterments requested by the Non-Federal Sponsor, and all such increased costs must be paid in advance by the Non-Federal Sponsor.
15. Accomplish all removals determined necessary by the federal government other than those removals specifically assigned to the federal government;
16. Perform, or ensure performance of, any investigations for hazardous substances that are determined necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 USC 9601–9675, that may exist in, on, or under lands, easements and rights of way that the federal government determines to be necessary for the construction or operation and maintenance of the GNFs. However, for lands, easements, or rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the federal government provides the sponsor with prior specific written direction, in which case the sponsor shall perform such investigations in accordance with such written direction.
17. Assume complete financial responsibility, as between the federal government and the sponsor, for all necessary cleanup and response costs of any hazardous substances regulated under CERCLA that are located in, on, or under lands, easements and rights of way that the federal government determines to be necessary for the construction or operation and maintenance of the project.



18. Agree, as between the federal Government and the non-Federal Sponsor, that the non-Federal Sponsor shall be considered the operator of the project for the purpose of CERCLA liability.
19. To the maximum extent practicable, perform its obligations in a manner that will not cause liability to arise under CERCLA.