OPERATION, MAINTENANCE, AND REHABILITATION PLAN FOR THE LAKE SALVADOR SHORELINE PROTECTION PROJECT (BA-15)

August 2, 2002
OPERATION, MAINTENANCE, AND REHABILITATION
PLAN FOR LAKE SALVADOR SHORELINE
PROTECTION PROJECT
BA-15

August 2, 2002

Prepared by:
Louisiana Department of Natural Resources
Coastal Restoration Division
Baton Rouge, Louisiana

and

Pyburn & Odom, Inc.
8178 GSRI Avenue
Baton Rouge, Louisiana 70820
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History of Revisions

03/19/2001  Pyburn & Odom submit draft plan to LDNR.
06/19/2002  Received comments on Draft O&M from NMFS.
07/07/2003  Phase I Demolition - Project Completion Report
OPERATION, MAINTENANCE AND REHABILITATION PLAN
FOR THE
LAKE SALVADOR SHORELINE PROTECTION PROJECT
PROJECT (BA-15)

The Louisiana Department of Natural Resources (LDNR) and the United States Department of Commerce National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service (NMFS) agree to carry out the terms of this plan for the Operation, Maintenance, Repair and Rehabilitation Plan (hereinafter referred to as the "Plan") of the accepted completed project features in accordance with the U.S. Department of Commerce NOAA Cooperative Agreement No. NA57FZ0321 with the Louisiana Department of Natural Resources (LDNR) dated March 1, 1995 with amendments effective October 1, 1997 and December 1, 1997. The cost share agreements and amendments are shown in Attachment I. A Memorandum of Agreement between LDNR, NOAA and the U.S. Army Corps of Engineers fully executed February 10, 1999 specifies the arrangement between the parties to execute and fund long-term project activities, i.e. operation and maintenance, and monitoring is shown in Attachment II.

Construction of Lake Salvador Shoreline Protection Project as authorized by Section 303 of Title III Public Law 101-646, the Coastal Wetlands Planning Protection and Restoration Act (CWPPRA) enacted on November 29, 1990 as amended. The Lake Salvador Shoreline Protection Project was approved on the 3rd Priority Project List.

The project features covered by this plan are inclusive of and are identified as the Lake Salvador Shoreline Protection Project (BA-15). The intention of the provisions of this Plan is to maintain this project in a condition that will generally provide the anticipated benefits that the project was based on. This is a Demonstration Project and there are no requirements that this project function to any standard beyond the 5 year demonstration period; except that it is not left as a hazard to navigation or a detriment to the environment.

The property owners associated with the Lake Salvador Shoreline Protection Project are included in Attachment VI, Project Permits.

1. PROJECT DESCRIPTION, PURPOSE, AND LOCATION

The Barataria Basin forms part of a larger estuarine system referred to as the Barataria-Terrebonne Estuary. This system is characterized by broad, near sea level wetlands situated between a series of slightly elevated ridges which are levees of distributary channels of the lower Mississippi River.
Lake Salvador, a shallow 44,800-acre freshwater lake, is tidally influenced and located within the central portion of the Barataria Basin. The southeastern portion of the lake is affected by low salinity water introduced via Bayous Perot and Rigolettes and the Barataria Bay Waterway.

Land loss in the Lake Salvador area resulted primarily from shoreline retreat caused by wave-generated erosion. The shoreline retreat rate averages 13 feet per year for Lake Salvador. Land loss within the Barataria Basin was estimated at 5,700 acres per year between 1973 and 1990. Shoreline erosion along Lake Salvador has resulted in breaching of the lake rim at several locations. These breaches have allowed tidal and wave energy to erode the highly organic marsh surface, resulting in large, shallow pond formation in the interior marsh.

The Lake Salvador Shoreline Protection Project was constructed in 2 phases. Phase I was completed and accepted in September 1997 and Phase II work was completed and accepted in June 1998. The location of Phase I and Phase II project features for the Lake Salvador Project are shown in Attachment III.

2. CONSTRUCTION COMPLETION

Construction drawings used to construct Phase I and Phase II of the Lake Salvador Shoreline Protection Project are included in Attachment IV.

3. PROJECT PERMITS

Project permit applications were completed and submitted to appropriate agencies and permits were received prior to construction. These permits and permit amendments are included in Attachment V. Provisions for the renewal Federal and State permits may be required prior to removal of these Phase I Structures.

4. ITEMS REQUIRING MAINTENANCE AND REHABILITATION

The principal project features of Phase I of the Lake Salvador Shoreline Protection Demonstration (BA-15) Project were designed to demonstrate the effectiveness of four separate types of segmented breakwaters in highly organic, unconsolidated sediments with poor load bearing capacities. Unconsolidated sediments, such as those found in Lake Salvador, make traditional shoreline stabilization techniques ineffective. Structural components of the plan include:

- Approximately 537 L.F. of angled timber fence structures. The angled timber fence structure is a vertically constructed, V-shaped, wave dampening structure.
- Approximately 690 L.F. of vinyl sheet pile structures. Like the timber fence structure,
the vinyl sheet pile structure is constructed vertically, but is not V-shaped.

- Approximately 620 L.F. of grated apex structures constructed like an A-frame structure with a timber grate.
- Approximately 810 L.F. of geotextile tube structures. The geotextile tube structure is a tube constructed with permeable geotextile material and filled with sandy soil. The geotextile tubes combine together to form a structure similar to an earthen dike.

The principal project features of Phase II of the Lake Salvador Shoreline Protection (BA-15) project were designed to demonstrate the effectiveness of a large rock berm in highly organic, unconsolidated sediments with poor load bearing capacities. Unconsolidated sediments, such as those found in the Lake Salvador project area, make traditional shoreline stabilization techniques ineffective. Structural components of the plan include:

- Approximately 8,000 L.F. of riprap shoreline protection structure. The riprap structure is a typical rock berm placed on geotextile cloth in the water on State-owned river bottom set at an approximately elevation of +3 ft. NAVD, used as a wave dampening structure.
- Navigational Aids: Where applicable, project navigation aids and warning signs shall be inspected and maintained for the twenty year (20) project life.

5. **OPERATION AND MAINTENANCE BUDGET**

Lake Salvador Shoreline Protection Project (Phase I):

The Lake Salvador Shoreline Protection Project (Phase I) is a demonstration project with year demonstration period. The costs associated with annual inspections approved by the CWPPRA Task Force and letter dated August 13, 1996 from the National Marine Fisheries Service (NMFS) approving funds to facilitate structure removal once the demonstration period has lapsed are included in attachment VI.

Lake Salvador Shoreline Protection Project (Phase II):

Under the current Memorandum of Agreement between National Marine Fisheries Service (NMFS) and the Louisiana Department of Natural Resources (LDNR), no funds have been provided for operation, maintenance and rehabilitation of project features in Phase II of the Lake Salvador Shoreline Protection Project.
6. RESPONSIBILITIES-MAINTENANCE AND REHABILITATION

A. LDNR will:

1. In accordance with the U.S. Department of Commerce NOAA Cooperative Agreement No. NA57FZ0321, assume all responsibilities for maintenance and rehabilitation of the accepted completed project features identified in Section 4.

2. Conduct joint site inspections with NMFS of the project site at least annually and after major storm events if determined to be necessary by LDNR and/or NMFS. LDNR will submit to NMFS, a report detailing the condition of the project features and recommendations for any corrective action. If LDNR recommends that corrective actions are needed, the report will include the entire estimated cost for engineering and design, supervision and inspection, construction, contingencies, and the urgency of such action.

3. Perform or have performed any corrective actions needed, if such corrective actions have been approved by LDNR and NMFS. NMFS will participate with LDNR, or its appointed representative, in the engineering and design phases of the corrective actions for the project. Oversight of engineering and construction of the corrective actions for the project will be the responsibility of LDNR or its appointed representative. At least (30) calendar days prior to the date of formal request for construction bids, LDNR or its appointed representative shall provide NMFS with final copies of all project corrective action designs and specifications for review and concurrence by NMFS. LDNR or its appointed representative shall approve the final designs and specifications prior to proceeding with bid solicitations on all project corrective action construction contracts in coordination with NMFS. Any plan and/or specification changes both before and after award of construction contracts, shall be approved by LDNR in coordination with NMFS.

4. NMFS and LDNR representatives shall meet as necessary during the period of construction for corrective actions and shall make such recommendations as they deem necessary.

5. Facilitate the Federal contribution towards operation and maintenance activities
as specified in the Memorandum of Agreement between LDNR, NMFS and the U.S. Army Corps of Engineers.

B. NMFS will:

1. Conduct joint site inspections with LDNR of the project site at least annually and after major storm events if determined to be necessary by LDNR or NMFS.

2. Provide guidance for the development of plans and implementation of the project, review final copies of any maintenance and rehabilitation project designs and specifications and provide review and approval of all planning and construction details, prior to formal request for construction bids or any corrective actions for the project.

3. Facilitate the Federal contribution towards operations and maintenance activities as specified in the Memorandum of Agreement between LDNR, NMFS and the U.S. Army Corps of Engineers.
The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the Lake Salvador Shoreline Protection Project (BA-15) according to this document, referenced Memorandum of Agreement, plans, and all applicable permits and laws.

UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL MARINE FISHERIES SERVICE

By: [Signature] Date: 2/13/03
Title: Program Manager

LOUISIANA DEPARTMENT OF NATURAL RESOURCES

By: [Signature] Date: 2/20/03
Title: Deputy Assistant Secretary
ATTACHMENT I

LAKE SALVADOR SHORE PROTECTION PROJECT

COOPERATIVE AGREEMENTS

AND

AMENDMENTS
October 7, 1997

Jean B. West, Grants Officer
U.S. Department of Commerce, NOAA
Grants Operations Branch, ATTN: OA321
1325 East West Highway, Room 5416 SSMC2
Silver Spring, MD 20910-3283

RE: U.S. Department of Commerce Agreement No. NA57FZ0321
"Lake Salvadore Shore Protection Project (BA-15)"

Dear Ms. West:

Enclosed are two signed originals of Form CD-451 for the above referenced award amendment. Also enclosed is our proposed Indirect Cost Rate. The approved rate will be forwarded to you upon receipt.

Thank you for your assistance in this matter.

Sincerely,

Cheryl Y. Bennett
Contracts & Grants Administrator

CYB/vs

Enclosures

c: Verlie Wims, Fiscal Officer
    Kenneth Bahlinger
    Phyllis Daresbourg
AMENDMENT TO
FINANCIAL ASSISTANCE AWARD

RECIPIENT NAME
Louisiana Department of Natural Resources

STREET ADDRESS
P.O. Box 94396

CITY, STATE, ZIP CODE
Baton Rouge, Louisiana 70804

DEPARTMENT OF COMMERCE OPERATING UNIT
National Oceanic and Atmospheric Administration

COSTS ARE REVISED AS FOLLOWS:

<table>
<thead>
<tr>
<th></th>
<th>PREVIOUS ESTIMATED COST</th>
<th>ADD</th>
<th>DEDUCT</th>
<th>TOTAL ESTIMATED COST</th>
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<td>$782,507</td>
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<td>$1,793,727</td>
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<td>TOTAL ESTIMATED COST</td>
<td>$1,372,370</td>
<td>$1,060,330</td>
<td>$0</td>
<td>$2,432,700</td>
</tr>
</tbody>
</table>


2. To revise and add NOAA Administrative Special Award Conditions.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned by the Recipient within 15 days of receipt, the Grants Officer may declare this Amendment null and void.

☐ Special Award Conditions  (ATTACHMENT B [X] ADMINISTRATIVE [] PROGRAMMATIC)
☐ Line Item Budget  (ATTACHMENT A)
☐ Other(s): OMB Circular A-133 revised June 24, 1997

[Signatures and dates]
### BUDGET INFORMATION — Construction Programs

#### SECTION A — BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Grant Program Function or Activity (a)</th>
<th>Catalog of Federal Domestic Assistance Number (b)</th>
<th>Estimated Unobligated Funds</th>
<th>New or Revised Budget</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Federal (c)</td>
<td>Non-Federal (d)</td>
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<td>1. Lake Salvador Demonstration</td>
<td>Shore Protection (RA-15)</td>
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<td>$277,823.00</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. TOTALS</td>
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#### SECTION B — BUDGET CATEGORIES

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<tr>
<th>Object Class Categories</th>
<th>Grant Program, Function or Activity</th>
<th>Total (5)</th>
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<td>(1) People (Salaries)</td>
<td>Federal (1)</td>
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<td>(2) Non-Federal (2)</td>
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<td>(3)</td>
<td>$65,073.00</td>
<td>$23,073.00</td>
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<td>(4) Fringe Benefits</td>
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<td>(5) Travel</td>
<td>$4,693.00</td>
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<td>(6) Equipment</td>
<td>$8,643.00</td>
<td>11,700.00</td>
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<td>(7) Supplies (Field Supplies &amp; Boat Rentals)</td>
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<td>(8) Contractual (Engineering &amp; Design and Landrights)</td>
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<tr>
<td>(9) Construction</td>
<td>$682,517.00</td>
<td>924,852.00</td>
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<tr>
<td>(10) Other</td>
<td>$14,191.00</td>
<td>19,207.00</td>
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<td>(11) Total Direct Charges (sum of (6a - 6h))</td>
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<td>(12) Indirect Charges</td>
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<td>6,204.00</td>
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<td>(13) TOTALS (sum of 6i and 6j)</td>
<td>$782,507.00</td>
<td>$1,060,330.00</td>
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</table>

7. Program Income

Authorized for Local Reproduction

Standard Form 424A (4-88)
Prescribed by OMB Circular A-102
## BUDGET INFORMATION — Construction Programs

**NOTE:** Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case you will be notified.

<table>
<thead>
<tr>
<th>COST CLASSIFICATION</th>
<th>a. Total Cost</th>
<th>b. Costs Not Allowable for Participation</th>
<th>c. Total Allowable Costs (Column a-b)</th>
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</thead>
<tbody>
<tr>
<td>Administrative and legal expenses</td>
<td>$ 80,890.00</td>
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<td>$ 80,890.00</td>
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<tr>
<td>Land, structures, rights-of-way, appraisals, etc.</td>
<td>$ 5,000.00</td>
<td>$ 0.00</td>
<td>$ 5,000.00</td>
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<tr>
<td>Relocation expenses and payments</td>
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<td>$ 0.00</td>
<td>$ 0.00</td>
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<tr>
<td>Architectural and engineering fees</td>
<td>$ 60,000.00</td>
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<td>Other architectural and engineering fees</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
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<td>Project Inspection fees</td>
<td>$ 50,000.00</td>
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<td>$ 50,000.00</td>
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<tr>
<td>Site work</td>
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<td>$ 0.00</td>
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<td>Demolition and removal</td>
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<td>$ 0.00</td>
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<td>Construction</td>
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<td>$ 793,962.00</td>
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<tr>
<td>Equipment</td>
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<td>Miscellaneous</td>
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<td>SUBTOTAL</td>
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<td>Contingencies (sum of lines 1-11)</td>
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<td>SUBTOTAL</td>
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<td>$ 0.00</td>
<td>$ 989,852.00</td>
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<tr>
<td>Project (program) income</td>
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<td>$ 0.00</td>
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<td>TOTAL PROJECT COSTS (subtract #15 from #14)</td>
<td>$ 989,852.00</td>
<td>$ 0.00</td>
<td>$ 989,852.00</td>
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### FEDERAL FUNDING

Federal assistance requested, calculate as follows: Enter eligible costs from line 16c Multiply X 73.798%

Federal share: $ 730,491.00

Authorized for Local Reproduction

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<tr>
<th>Authorized for Local Reproduction</th>
<th>Total Federal Funds Authorized</th>
<th>Total Funds Authorized</th>
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<td>Non-construction</td>
<td>$ 52,016</td>
<td>Non-construction $ 70,478</td>
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<tr>
<td>Construction</td>
<td>$ 730,491</td>
<td>Construction $ 989,852</td>
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<tr>
<td>Total</td>
<td>$ 782,507</td>
<td>Total $ 1,780,329</td>
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### Total Non-Federal funds authorized

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<th>Non-construction</th>
<th>$ 18,462</th>
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<tr>
<td>Construction</td>
<td>$259,361</td>
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<td><strong>Total</strong></td>
<td><strong>$277,823</strong></td>
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</tbody>
</table>
NOAA ADMINISTRATIVE
SPECIAL AWARD CONDITIONS

(Revise) 1. *Multiple Accounting Codes:
7FKH300/RL1A6800/4119 - $ 54,719
7FKH300/RL1A6L00/4119 - $633,893
7FKH300/RL1A6M00/4119 - $ 93,825
Total - $782,507

(Revise) 2. The Project Period for this award is

(Revise) 3. The Budget Period for this amendment is

(Revise) 4. Since this award requires the Recipient to provide
$638,973 (26.20%) in project-related matching costs
from non-Federal sources, the Recipient must
maintain in its official accounting records an
accounting for $2,432,700.

(Revise) 5. The access code for this award is 40494.

(Revise) 15. The Recipient will be required to obtain approval
before making any substantive changes in the project
objectives, methods, budget, or schedule, (except
provided by Expanded Authorities). A copy of the
transmittal letter must also be submitted to the
Grants Officer. Submission of the necessary
documentation within 90 days will enable the Recipient
to continue to draw down its indirect costs at the
proposed rate until a rate is approved by the
cognizant agency.

(Add) 25. When issuing statements, press releases, requests for
proposals, bid solicitations and other documents
describing projects or programs funded in whole or in
part with Federal money, all grantees receiving
Federal funds, including but not limited to State and
local governments and Recipients of Federal research
grants, shall clearly state (1) the percentage of the
total costs of the project or program which will be
financed with Federal money, (2) the dollar amount of
Federal funds for the project or program, and (3)
percentage and dollar amount of the total costs of the
project or program that will be financed by

[10/95]
May 26, 1999

Rimas Liogys
Grants Operations Branch
U.S. Department of Commerce, NOAA
Grants Management Division
1325 East-West Highway
SSMC-2 OFA52 - Ninth Floor
Silver Spring, Maryland 20910-3283

RE: NOAA Award No. NA5FZ0321
Lake Salvadore Protection Project
Amendment No. 2

Dear Mr. Liogys:

Enclosed are 2 signed originals for the above referenced amendment, as requested in your letter dated 5/13/99.

If you have any questions or need any additional information, please contact me at (225) 342-4518.

We appreciate NOAA staff assistance in obtaining approval of these awards.

Sincerely,

Karen Y. Lewis
Contracts & Grants Administrator

KYL/JR
Enclosures
cc: Randy Hanchey, Assistant Secretary, OCRRM
Verlie Wims, Fiscal Officer
Phyllis Darenbourg, Public Information Officer
AMENDMENT TO
FINANCIAL ASSISTANCE AWARD

RECIPIENT NAME
Louisiana Department of Natural Resources

STREET ADDRESS
P.O. Box 94396

CITY, STATE, ZIP CODE
Baton Rouge, Louisiana 70804

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

COSTS ARE REVISED AS FOLLOWS:

<table>
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<tr>
<th></th>
<th>PREVIOUS ESTIMATED COST</th>
<th>ADD</th>
<th>DEDUCT</th>
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<td>$1,924,982</td>
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<td>$131,255</td>
<td>$131,255</td>
<td>$2,432,700</td>
</tr>
</tbody>
</table>

To provide additional funds in the amount of $131,254, and reallocate the federal/state cost share ratio from 75/25% to 85/15%, for the project entitled 'Coastal Wetlands Planning, Protection, and Restoration Act (PL 101-646) Lake Salvador Shoreline Protection Demonstration Project (BA-15)', as requested in the Recipient's application dated September 24, 1998, and letters dated January 26, March 2, March 24, 1999, and budget revisions dated April 22, 1999, which are incorporated into this award by reference.

(CONTINUED ON NEXT PAGE FOR ADDITIONAL REASONS FOR AMENDMENT)

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned by the Recipient within 15 days of receipt, the Grants Officer may declare this Amendment null and void.

- Special Award Conditions (ATTACHMENT B [X] ADMINISTRATIVE [ ] PROGRAMMATIC)
- Line Item Budget (ATTACHMENT A)
- Other(s):

ATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
NOAA GRANTS OFFICER
DATE MAY 13 1999

TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Secretary
DATE 5-21-99
REASONS FOR AMENDMENT:

2. To revise and add NOAA Administrative Special Award Conditions.

3. To decrease the Recipient's share of funds in the amount of $131,255, for the project stated above, as requested in the referenced application and budget revisions stated above.
### BUDGET INFORMATION—Construction Programs

Note: Certain Federal Assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

<table>
<thead>
<tr>
<th>COST CLASSIFICATION</th>
<th>a. Total Cost – (Federal)</th>
<th>b. Costs not Allowable for Participation (State)</th>
<th>c. Total Allowable Costs (Column a-b)</th>
</tr>
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<td>1. Administrative and legal expenses - Includes Legal</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2. Land, structures, right-of-ways, appraisals, etc.</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>3. Relocation expenses and payments</td>
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<td>$0.00</td>
</tr>
<tr>
<td>4. Architectural and engineering fees (E&amp;D)</td>
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</tr>
<tr>
<td>5. Other architectural and engineering fees</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>6. Project inspection fees</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>7. Site work</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>8. Demolition and removal</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>9. Construction</td>
<td>$131,255.00</td>
<td>($131,255.00)</td>
<td>$0.00</td>
</tr>
<tr>
<td>10. Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>11. Miscellaneous (Monitoring &amp; Maintenance -Phase 3)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$131,255.00</strong></td>
<td><strong>($131,255.00)</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>12. Contingencies (sum of lines 1 - 11)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>13. Project (program) income</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS (subtract #15 from #14)</strong></td>
<td><strong>$131,255.00</strong></td>
<td><strong>($131,255.00)</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

#### FEDERAL FUNDING

17. Federal assistance requested, calculate as follows:

Enter eligible costs $2,432,700
Multiply x 79.13 %

- **FEDERAL**
  
  $1,924,982

- **STATE**
  
  $507,718

(Consult Federal agency for Federal percentage share). CONSTRUCTION = $131,255
CONSTRUCTION = ($131,255)

Enter the resulting Federal share.
NOAA ADMINISTRATIVE
SPECIAL AWARD CONDITIONS

(Revise) 3. The Budget Period for this amendment is December 1, 1997 through 4/30/99.

(Revise) 4. Since this award requires the Recipient to provide $507,718 (20.87%) in project-related matching costs from non-Federal sources, the Recipient must maintain in its official accounting records an accounting for $2,432,700.

(Revise) 7. Recipient point of contact information:

Karen Lewis
Contracts and Grants Administrator
225-342-4513

(Revise) 9. Grants Office contact information:

Janet A. Johnson
U.S. Department of Commerce, NOAA
Grants Management Division
1325 East-West Highway
SSMC2 - OFA52 - Room 9356
Silver Spring, Maryland 20910-3283
301-713-0922
fax number: 301-713-0947

(Add) 28. Escrow funds will not be treated as a federal cost to the cooperative agreement when preparing financial reports.
April 5, 1995

Jean B. West, Grants Officer
U.S. Department of Commerce, NOAA
Grants Operations Branch, ATTN: OA321
1325 East West Highway, Room 5416 SSMC2
Silver Spring, MD 20910-3283

RE: U.S. Department of Commerce Agreement No. NA57FZ0321
"Lake Salvador Shore Protection Project (BA-15)"

Dear Ms. West:

Enclosed are two signed originals of Form CD-450 for the
above referenced award.

Thank you for your assistance in this matter.

Sincerely,

Cheryl Y. Bennett
Contracts & Grants Administrator

Enclosures

c: Verlie Wims, Fiscal Officer
Bill Good /
FINANCIAL ASSISTANCE AWARD

RECIPIENT NAME
Louisiana Department of Natural Resources

STREET ADDRESS
P.O. Box 54396

CITY, STATE, ZIP CODE
BATON ROUGE, LOUISIANA 70804

AWARD PERIOD
MARCH 1, 1995 through FEBRUARY 28, 1998

DEPARTMENT OF COMMERCE OPERATING UNIT
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

AUTHORITY
16 USC 3952 & 3955
11.463 HABITAT CONSERVATION

PROJECT TITLE
COASTAL WETLANDS PLANNING, PROTECTION, AND RESTORATION ACT (PL 101-648) AND LAKE SALVADOR PROTECTION (BA-15)

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned by the Recipient within 15 days of receipt, the Grants Officer may declare this Award null and void.

- Department of Commerce Financial Assistance Standard Terms and Conditions (ATTACHMENT C)
- Special Award Conditions (ATTACHMENT B [X] ADMINISTRATIVE [X] PROGRAMMATIC)
- Line Item Budget (ATTACHMENT A)

☐ OMB Circular A-21, Cost Principles for Educational Institutions
☒ OMB Circular A-87, Cost Principles for State and Local Governments
☐ OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations Uniform Administrative Requirements
☐ OMB Circular A-122, Cost Principles for Nonprofit Organizations
☒ 15 CFR Part 24, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
☒ 15 CFR Part 29a, Audit Requirements for State and Local Governments
☐ 15 CFR Part 29b, Audit Requirements for Institutions of Higher Education and Other Nonprofit Organizations
☐ 48 CFR Part 31, Contract Cost Principles and Procedures
☐ Other(s):

NATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

TITLE
NOAA GRANTS OFFICER

DATE
MARCH 29, 1995

TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE
4/5/95
### BUDGET INFORMATION — Non-Construction Programs

**SECTION A — BUDGET SUMMARY**

<table>
<thead>
<tr>
<th>Grant Program Function or Activity</th>
<th>Catalog of Federal Domestic Assistance Number</th>
<th>Estimated Unobligated Funds</th>
<th>New or Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Federal (c)</td>
<td>Non-Federal (d)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$77,368</td>
<td>$27,632</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$105,000</td>
<td></td>
</tr>
</tbody>
</table>

#### TOTALS

|                                    |                                               | Federal (c)                | Non-Federal (d)      |
|                                    |                                               | $77,368                    | $27,632               |
|                                    |                                               | $105,000                   |                       |

**SECTION B — BUDGET CATEGORIES**

<table>
<thead>
<tr>
<th>Object Class Categories</th>
<th>GRANT PROGRAM, FUNCTION OR ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Personnel</td>
<td>(1) Federal (2) Non-Federal (3) (4)</td>
</tr>
<tr>
<td>b. Fringe Benefits</td>
<td>$7,425</td>
</tr>
<tr>
<td>c. Travel</td>
<td>$2,652</td>
</tr>
<tr>
<td>l. Equipment</td>
<td>$1,261</td>
</tr>
<tr>
<td>i. Supplies (field supplies &amp; boat rentals)</td>
<td>$451</td>
</tr>
<tr>
<td>Contractual</td>
<td>$316</td>
</tr>
<tr>
<td>Construction</td>
<td>$1,200</td>
</tr>
<tr>
<td>Other (aerial photography)</td>
<td>$663</td>
</tr>
<tr>
<td>Total Direct Charges (sum of 6a - 6h)</td>
<td>$237</td>
</tr>
<tr>
<td>Indirect Charges</td>
<td>$900</td>
</tr>
<tr>
<td>Total (sum of 6i and 6j)</td>
<td>$102,289</td>
</tr>
<tr>
<td>ogram Income</td>
<td>$105,000</td>
</tr>
</tbody>
</table>

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NOAA Award No. NA57F0321
Page 1 of 2

Standard Form 424A (4-88)
Prescribed by OMB Circular A-102
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Administrative and legal expenses</td>
<td>$9,450.00</td>
</tr>
<tr>
<td>2.</td>
<td>Land, structures, rights-of-way, appurtenances, etc.</td>
<td>$49,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Relocation expenses and payments</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Architectural and engineering fees</td>
<td>$1,267,370.00</td>
</tr>
<tr>
<td>5.</td>
<td>Other architectural and engineering fees</td>
<td>$1,074,370.00</td>
</tr>
<tr>
<td>6.</td>
<td>Project supervision fees</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Site work</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>8.</td>
<td>Demolition and removal</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>9.</td>
<td>Construction</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>10.</td>
<td>Equipment</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>11.</td>
<td>Miscellaneous (Monitoring &amp; Maintenance - Phase 3)</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>12.</td>
<td>SUBTOTAL</td>
<td>$1,587,737.00</td>
</tr>
<tr>
<td>13.</td>
<td>Contingency (Amount of lines 1-11)</td>
<td>$114,000.00</td>
</tr>
<tr>
<td>14.</td>
<td>SUBTOTAL</td>
<td>$1,701,737.00</td>
</tr>
<tr>
<td>15.</td>
<td>Project (Program) Income</td>
<td>$1,267,370.00</td>
</tr>
<tr>
<td>16.</td>
<td>TOTAL PROJECT COSTS (Subtotal #15 from #14)</td>
<td>$1,424,370.00</td>
</tr>
<tr>
<td>17.</td>
<td>TOTAL FEDERAL FUNDING</td>
<td>$1,267,370.00</td>
</tr>
</tbody>
</table>

Budget Information - Construction Programs

Federal Share = $933,851
For Phases 2 & 3

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For Phases 2 & 3

Prepared by: [Signature]

NAA: Award No. NAS7-02321
Attachment A
1. Multiple Accounting Codes:
   5FJ5000/RL1A6S00/4119 - $  77,368
   5FJ5000/RL1A6L00/4119 - $  838,799
   5FJ5000/RL1A6M00/4119 - $  25,053
   TOTAL - $1,011,220

2. The Project Period for this award is from March 1, 1995, through February 28, 1998.

3. The Budget Period for this award is from March 1, 1995, through February 28, 1998.

4. Since this grant requires the Recipient to provide $361,150 (25%) in project-related matching costs from non-Federal sources, the Recipient must maintain in its official accounting records an accounting for $1,372,370.

5. Award payments shall be made through the NOAA Financial Assistance Disbursement System (FADS). In accordance with 31 C.F.R. 205 (Treasury Circular 1075 "1977") the recipient shall: (1) maintain procedures for fund control to ensure that drawdowns are made only when actually needed for its immediate disbursement needs; (2) comply with timely reporting of cash disbursements and balances as required. If the recipient does not adhere to these provisions, NOAA may revoke the unobligated portion of the federal award funds. Instructions for use of the FADS are attached.

   FADS is an automated system that allows recipients to request funds using a touch-tone telephone. FADS will record recipients' requests and process them automatically, subject to review by NOAA officials. Once approved, funds will be directly deposited in the recipient organization's bank account.

   The access code for this award is 18979.

6. This award number NA57FZ0321, to Louisiana Department of Natural Resources supports the work described in the Recipient's proposal entitled "COASTAL WETLANDS PLANNING, PROTECTION, AND RESTORATION ACT (PL 101-646) AND LAKE SALVADOR PROTECTION (BA-15)," dated February 7, 1995, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.
7. The Recipient Contact's name, title, address, and telephone number are:

Cheryl Bennett
Louisiana Department of Natural Resources
P.O. Box 94396
Baton Rouge, LA  70804
(504) 342-4539

8. The Grants Officer's name, address, and telephone number are:

Jean B. West
U.S. Department of Commerce, NOAA
Grants Operations Branch, ATTN: OA321
1325 East West Highway, Room 5410, SSMC2
Silver Spring, MD  20910-3283
301-713-0926

9. The Grant/Cooperative Agreement Specialist's name, and telephone number are:

Rimas T. Liogys, at 301-713-0922

10. The Federal Program Officer's name, address, and telephone number are:

Timothy Osborn
U.S. Department of Commerce, NOAA
NMFS, F/PR5, Room 12807
1315 East-West Highway
(301) 713-0174

11. The Recipient shall submit all refund checks to the Department of Commerce (DoC) accounting office identified below. All checks must identify on their face the name of the DoC agency funding the award, award number, and no more than a two-word description to identify reason for refund.

U.S. Department of Commerce/NOAA
Finance Division, OA1112xl
20020 Century Boulevard
Catter Service #7025
Germantown, MD  20874

12. Program income earned during the award period shall be retained by the Recipient and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

13. The Recipient is prohibited from expending Federal or non-Federal grant funds, or in-kind goods or services, for purposes of providing transportation, travel, and any other expenses for any Federal employee.
14. If applicable, the Recipient must request prior approval from NOAA to purchase equipment costing in excess of $5,000 per unit and having a useful life of more than one year. This condition applies to equipment not specifically identified and justified in the recipient's proposal and approved budget.

15. The Recipient will be required to obtain the approval of the Grants Officer prior to making any substantive changes in project objectives or methods.

16. If applicable, cost sharing is to be calculated on the basis of the total financial award to the recipient. The Government does not recognize funds made in overmatch subsequent to making an award.

17. Two copies of all publications or reports printed with grant or cooperative agreement funds and intended for public distribution will be furnished to the Government (one to the Program Officer and one to the Grants Officer). The financial assistance award number will be acknowledged as the basis for funding the publication.

Such publications or reports shall bear the NOAA logo on the cover or first page, and the following: "A publication (or report) of the Louisiana Department Of Natural Resources pursuant to National Oceanic and Atmospheric Administration Award No. NA57FZ0321."

If the recipient or its employee(s) use NOAA financial assistance to publish a paper based in whole or in part on the work funded by this grant/cooperative agreement, the author shall assure that the paper bears the following notation: "This paper is funded ('in part' if appropriate) by a grant/cooperative agreement from the National Oceanic and Atmospheric Administration. The views expressed herein are those of the author(s) and do not necessarily reflect the views of NOAA or any of its sub-agencies."

This requirement does not apply to reports submitted only to NOAA and which are not intended for public distribution, such as project progress reports and financial reports.

18. If applicable, the Recipient shall submit to the Grants Officer an annual inventory of Federally-owned property used in conjunction with this project. This listing shall be submitted with the final Financial Status Report. Federally-owned property is described as property purchased or owned by the Federal Government and loaned to the Recipient for use in conjunction with grant-related project work. The listing shall include the following information and must include the title and signature of an authorized representative of the Recipient organization.
a. Government ID number and Fed Strip Number (FSN);
b. Description of Item;
c. Manufacturer;
d. Manufacturer serial number's

e. Quantity;
f. Condition;
g. Location;
h. Cost (if known);
i. Date Received;
j. Recipient's Disposition Request (indicate whether the equipment is or is not needed for other grants or cooperative agreements funded by the Department of Commerce, NOAA).

19. If the recipient has waived any portion of the approved indirect cost rate, no claim shall be made against this award at a later date.

20. If the recipient has an indirect cost line item in its approved budget and has not previously established an indirect cost rate with a Federal agency, or if it does not have a currently approved rate, it will be allowed to draw down indirect costs at its proposed rate for a period of 90 days from the date of execution of the award by the Grants Officer. During this 90 day period, the recipient must submit to its cognizant agency the documentation necessary for establishing the indirect cost rate. A copy of the transmittal letter must also be submitted to the Grants Officer. Submission of the necessary documentation within 90 days will enable the recipient to continue to draw down its indirect costs at the proposed rate until a rate is approved by the cognizant agency.

If the recipient fails to provide the necessary documentation within 90 days, it will be precluded from drawing down further indirect costs until the documentation is submitted. If a rate is established based on the late submission of an indirect cost proposal, indirect cost reimbursement will be limited to the indirect costs applicable to the period after the date the proposal is submitted. No indirect costs will be allowed for recipients who do not have an approved rate and fail to submit a proposal during the budget period.

The amount of indirect costs shown in the award document is a ceiling for indirect cost recoveries. Even if a higher rate is subsequently approved during the budget period, recipients are limited to recovery of the lesser of these two amounts: (a) indirect costs cited in the award, or (b) indirect costs computed using the approved indirect cost rate.

21. Recipients are hereby notified that they are encouraged, to the extent practicable, to purchase American-made equipment and products with funding provided under this award in
accordance with Congressional intent as set forth in the resolution contained in Public Law 103-317, Sections 607 (a) and (b).

22. Pursuant to Executive Order 12889, the Department of Commerce, (DoC) is required to notify the owner of any valid patent covering technology whenever the DoC or its financial assistance Recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure prior notification, if the Recipient uses or has used patented technology under this award without a license or permission from the owner, the Recipient must notify the DoC Patent Counsel at the following address, with a copy to the Grants Officer:

Department of Commerce
Office of Chief Counsel for Technology
Patent Counsel
14th Street and Constitution Avenue, N.W. Room H-4610
Washington, D.C. 20230

The notification shall include the following information:

- the award number
- the name of the DoC awarding agency
- a copy of the patent
- a description of how the patented technology was used
- the name of the Recipient contact, including an address and telephone number

23. The substantial involvement by the government will be as follows:

The National Marine Fisheries Service will provide guidance for the applicant's development of plans, and implementation of the restoration project. NMFS will review and approve all planning and construction details for the project. During post-restoration, NMFS will be involved in the monitoring of the success of the project. Quarterly budget meetings will be conducted by NMFS. Quarterly reviews of the State's progress against the goals and objectives of the cooperative agreement will be made by NMFS.

24. Funds in the amount of $129,000 for Long Term Monitoring cannot be expended until the recipient submits a long term monitoring plan which includes a request for the use of monitoring funds and extension to the period of performance for this award.
1. The recipient shall comply, and require each of its contractors and subcontractors employed in the completion of the project to comply, with all applicable Federal, State, Territorial, and Local laws, and in particular the following Federal Public Laws, the regulations issued thereunder, and Executive Orders and Office on Management and Budget (OMB) Circulars:

a. The Davis-Bacon Act as amended (40 U.S.C. 276a to 276a (5); 42 U.S.C. 3222);

b. The Contract Work Hours Standards Act, as amended (40 U.S.C. 327-333);

c. The Copeland "Anti-Kickback" Act, as amended (40 U.S.C. 276 (c); 18 U.S.C. 874);

d. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); Executive Orders 11114, 11246, and 11375; 13 CFR Part 311 imposing civil rights requirements on recipients; regulations issued pursuant to the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seg.); 15 CFR Part 20; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the implementing regulations of the Department of Commerce in 15 CFR 8b, prohibiting discrimination against and providing fair equitable treatment of the handicapped under programs or activities receiving Federal financial assistance; and such other civil rights legislation as is applicable;

e. The Clean Air Act, as amended (42 U.S.C. 7401, et seg.);

f. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seg.);

g. The Endangered Species Act, as amended (16 U.S.C. 1531, et seg.);

h. The Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451, et seg.);

i. The Safe Drinking Water Act of 1972, as amended (42 U.S.C. 300f-j9);

j. The Energy Conservation and Production Act (applicable to construction of new residential and commercial
structures) (42 U.S.C. 6801, et seq.);

k. The Wild and Scenic Rivers Act, as amended (16 U.S.C. 1271, et seq.);

l. The Historical and Archeological Data Preservation Act, as amended (16 U.S.C. 469a, et seq.);

m. Executive Order 11990, Protection of Wetlands, May 24, 1977;

n. P.L. 90-480, as amended (42 U.S.C. 4151, et seq.), and the regulations issued therunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or that may result in the employment of handicapped persons therein;


q. The National Environmental Policy Act of 1969 (P.L. 91-190); the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.); Executive Order 11593 of May 13, 1971, and all pertinent rules and regulations issued thereunder;

r. The Lead-based Paint Poisoning Prevention Act of 1976, as amended (42 U.S.C. 6901);

s. The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901);

t. The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.); and


2. Following applies where applicable:

The Recipient agrees that, for the expected useful life of the facility assisted with this award, the project will be properly and efficiently administered, operated and maintained, for the purpose authorized by this award and in accordance with terms, conditions, requirements and provisions of the award. If the Government determines at-
any time during the useful life of the facility, that the project is not being properly and efficiently administered, operated and maintained, the Government will have a right to cancel the Federal Assistance portion of this award for any additional expenses related to operation and maintenance costs of the award and pursue any other remedies allowed by law.
1. Phase I deliverables must be received, reviewed and approved by the Coastal Wetlands Planning, Protection and Restoration Act Program Office (National Marine Fisheries Service) from the State before federal funds can be expended for use in the implementation of Phase II of the project. Phase I deliverables are specified in the cooperative agreement as: 1) federal and state project permits, 2) final engineering and design report, 3) land owner notification, 4) project report will include detailed budgetary and cost information for the construction phase of this project. The State must also have completed the environmental permitting of the project with all applicable Federal and State agencies.

2. At the end of Phase I of this agreement, the State and the National Marine Fisheries Service must seek the concurrence of the Coastal Wetlands Planning, Protection and Restoration Act Task Force before funds can be expended for use in implementation of the construction portion of Phase II of the project.

3. For convenience and consistency of reporting of financial assistance under the Coastal Wetlands Planning, Protection and Restoration Act Program, a format for the Semi-Annual progress reports and final report is attached. The recipient may use this format as a guide for reporting purposes.
A. FINANCIAL REQUIREMENTS
   .01 Financial Reports
   .02 Award Payments
   .03 Federal and Non-Federal Sharing
   .04 Budget Changes and Transfer of Funds Among Categories
   .05 Indirect Costs
   .06 Incurring Costs or Obligating Federal Funds Beyond the Expiration Date
   .07 Tax Refunds

B. PROGRAMMATIC REQUIREMENTS
   .01 Performance (Technical) Reports
   .02 Unsatisfactory Performance
   .03 Programmatic Changes
   .04 Other Federal Awards with Similar Programmatic Activities

C. NON-DISCRIMINATION REQUIREMENTS
   .01 Statutory Provisions
   .02 Other Provisions

D. AUDITS
   .01 Organization-Wide and Project Audits
   .02 Audit Resolution Process

E. DEBTS
   .01 Payment of Debts Owed the Federal Government
   .02 Late Payment Charges

F. NAME CHECK
   .01 Results of Name Check
   .02 Action(s) Taken as a Result of Name Check Review

G. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

H. DRUG-FREE WORKPLACE

I. LOBBYING RESTRICTIONS
   .01 Statutory Provisions
   .02 Disclosure of Lobbying Activities
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.03 Minority and Women-Owned Business Enterprise .............................................. 12
.04 Subcontracting Reports ....................................................................................... 12
.05 Subaward and/or Contract to a Federal Agency .................................................. 12

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.02 Rights to Inventions .............................................................................................. 13

L. MISCELLANEOUS REQUIREMENTS ..................................................................... 13

.01 Non-Compliance With Award Provisions ............................................................. 13
.02 Prohibition Against Assignment .......................................................................... 13
.03 Internal Revenue Service (IRS) Information ....................................................... 13
.04 Foreign Travel ....................................................................................................... 14
A. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. The Recipient shall submit a "Financial Status Report" (SF-269) on a calendar quarter basis for the periods ending March 31, June 30, September 30, and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-269 shall be submitted within 90 days after the expiration date of the award.

b. The Recipient shall submit a "Federal Cash Transactions Report" (SF-272) for each award where funds are advanced to Recipients. The SF-272 is due 15 working days following the end of each calendar quarter for awards under $1 million dollars; or 15 working days following the end of each month for awards over $1 million dollars; or unless otherwise specified in a special award condition.

c. All financial reports shall be submitted in triplicate (one original and two copies) to the Grants Officer.

.02 Award Payments

a. Unless otherwise specified in a special award condition, the method of payment for the award shall be through advance or reimbursement.

b. The Recipient shall submit a "Request for Advance or Reimbursement" (SF-270) no more frequently than monthly to request payment. The SF-270 shall be submitted in triplicate (an original and two copies) to the Grants Officer.

c. Payments will be made via wire transfer which transfers funds directly to a Recipient's bank account. The Recipient must complete the enclosed payment information form and return it to the Grants Officer. The award number must be included on the payment information form. If wire transfer is not available, payments shall be made by direct Treasury check.

d. Advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs. Advanced funds not disbursed in a timely manner will be promptly returned to the Department of Commerce (DoC). Advances shall be approved for periods not to exceed 30 days. The Grants Officer determines the appropriate method of payment. If a Recipient demonstrates an unwillingness or inability to establish procedures which will minimize the time elapsing between the transfer of funds and disbursement, the Grants Officer may change the method of payment to reimbursement only.
.03 Federal and Non-Federal Sharing

a. Awards which include Federal and non-Federal sharing incorporate an estimated budget of shared allowable costs. If actual allowable costs are less than the total approved estimated budget, the Federal and non-Federal cost share ratio as reflected in the approved estimated budget shall apply. If actual allowable costs are greater than the total approved estimated budget, the Federal share shall not exceed the total Federal dollar amount as reflected in the Financial Assistance Award (CD-450) and Amendment to Financial Assistance Award (CD-451).

b. The non-Federal share, whether in cash or in kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions.

.04 Budget Changes and Transfer of Funds Among Categories

a. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted to the Federal Program Officer who shall review them and make a recommendation to the Grants Officer. The Grants Officer shall make the final determination on such requests and notify the Recipient in writing.

b. For awards where the Federal share exceeds $100,000, transfer of funds by the Recipient among direct cost categories are permitted when the cumulative amount of such transfers does not exceed 10 percent of the current total budget. Cumulative transfers of funds of an amount above 10 percent of the total award must be approved by the Grants Officer in writing. The same criteria applies to the cumulative amount of transfer of funds among projects, functions, and activities when budgeted separately within an award, except transfers will not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended.

c. The Recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item and vice versa.

.05 Indirect Costs

a. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
b. Any actual indirect costs incurred by the Recipient which are greater than the indirect cost line item in the budget will not be treated as a cost of the award by the DoC for the purpose of final cost settlement.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. If the Recipient has not previously established an indirect cost rate with a Federal agency, the negotiation and approval of a rate is subject to the procedures in the applicable cost principles and the following subparagraphs:

1. The Office of Inspector General (OIG) is authorized to negotiate indirect cost rates on behalf of the DoC for those organizations for which the DoC is cognizant. The OIG will negotiate only fixed rates. The Recipient shall submit to the OIG within 90 days of the award start date, documentation (indirect cost proposal, cost allocation plan, etc.) necessary to establish such rates. The Recipient shall provide the Grants Officer with a copy of the transmittal letter to the OIG.

2. When a cognizant Federal agency other than the DoC has responsibility for establishing an indirect cost rate, the Recipient shall submit to that cognizant Federal agency within 90 days of the award start date the documentation (indirect cost proposal, cost allocation plan, etc.) necessary to establish such rates. The Recipient shall provide both the Grants Officer and the DoC OIG with a copy of the transmittal letter to the cognizant Federal agency.

3. If the Recipient fails to submit the required documentation to the OIG or other cognizant Federal agency within 90 days of the award start date, the Grants Officer shall amend the award to preclude the recovery of any indirect costs under the award. If the DoC OIG or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the Recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. Regardless of any approved indirect cost rate applicable to the award at the time of award, the maximum dollar amount of allocable indirect costs for which the DoC will reimburse the Recipient shall be the lesser of:

(a) The line item amount for the Federal share of indirect costs contained in the approved budget of the award; or

(b) The Federal share of the total allocable indirect costs of the award based on the negotiated rate with the cognizant Federal agency as established by audit or negotiation.
.06 Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the program or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are limited to the preparation of final reports.

b. Any extension of the award period can only be authorized by the Grants Officer. Verbal or written assurances of funding from other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

c. The DoC has no obligation to provide any additional prospective funding. Any renewal of the award to increase funding and to extend the period of performance is at the sole discretion of the DoC.

.07 Tax Refunds

Refunds of FICA/FUTA taxes received by the Recipient during or after the award period must be refunded or credited to the DoC where the benefits were financed with Federal funds under the award. The Recipient agrees to contact the Grants Officer immediately upon receipt of these refunds. The Recipient further agrees to refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the expiration of the award.

B. PROGRAMMATIC REQUIREMENTS

.01 Performance (Technical) Reports

a. The Recipient shall submit performance (technical) reports in triplicate (one original and two copies) to the Federal Program Officer in the same frequency as the Financial Status Report (SF-269).

b. Unless otherwise specified in the award provisions, performance (technical) reports shall contain brief information as prescribed in the applicable uniform administrative requirements incorporated into the award.

.02 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance rating may result in designating the Recipient as high risk and assigning
special award conditions or taking further action as specified in the standard term and condition entitled "Non-Compliance With Award Provisions."

.03 Programmatic Changes

a. The Recipient shall not make any programmatic changes to the award without prior written approval by the Grants Officer.

b. Any requests by the Recipient for programmatic changes must be submitted to the Federal Program Officer who shall review and make recommendations to the Grants Officer. The Grants Officer shall make the final determination and notify the Recipient in writing.

.04 Other Federal Awards with Similar Programmatic Activities

The Recipient shall immediately provide written notification to the Federal Program Officer and the Grants Officer in the event that, subsequent to receipt of the DoC award, other Federal financial assistance is received relative to the scope of work of the DoC award.

C. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient agrees to comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and DoC implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DoC implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefitting from Federal assistance;
d. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.) and DoC implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

e. The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

f. Any other non-discrimination provisions of statutory law.

.02 Other Provisions

Parts II and III of Executive Order 11246 (30 F.R. 12319, 1965) as amended by Executive Orders 11375 (32 F.R. 14303, 1967) and 12086 (43 F.R. 46501, 1978) requiring Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b), 1991).

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 USC App. I, section 1 et seq., an audit of the award may be conducted at any time. The Inspector General of the DoC, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the Recipient, whether written, printed, recorded, produced or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts or other examinations as authorized by law. The OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the DoC, or any other Federal, state or local audit entity.

.01 Organization-Wide and Project Audits

a. Organization-wide audits shall be performed in accordance with 15 CFR Part 29a, "Audit Requirements for State and Local Governments," for Recipients that are state or local governments; and 15 CFR Part 29b, "Audit Requirements for Institutions of Higher Education and Other Nonprofit Organizations," for Recipients that are educational or nonprofit institutions. Additionally, when required under a special award condition, a project audit shall be performed in accordance with Federal Government auditing standards.
b. For-profit Recipients shall have a project audit performed no less than once every two years, in accordance with Federal Government auditing standards.

c. The Recipient shall submit copies of audits to each Federal agency that directly provides funds. Audits shall be submitted to the DoC OIG at the following address with a copy of the transmittal letter to the Grants Officer:

Office of Inspector General  
U.S. Department of Commerce  
Atlanta Regional Office of Audits  
401 West Peachtree Street, N.W., Suite 2342  
Atlanta, GA 30308

d. Recipients receiving Federal awards over $100,000 shall also submit a copy of organization-wide audits to the Bureau of the Census, which has been designated by OMB as a central clearinghouse. The address is:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10th Street  
Jeffersonville, IN 47132

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the Recipient for the establishment of a debt (account receivable) due DoC. For this reason, the Recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A Recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the Recipient has 30 days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The Recipient has 30 days from the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The DoC shall review the documentary evidence submitted by the Recipient and shall notify the Recipient of the results in an Audit Resolution Determination Letter. The Recipient has 30 days from the date of receipt of the Audit Resolution Determination
Letter to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the Recipient to submit written comments and documentary evidence that dispute the validity of the audit resolution determination. In addition, an appeal does not preclude the Recipient's obligation to pay a debt that may be established nor does the appeal preclude the accrual of interest on a debt.

4. The DoC shall review the Recipient's appeal and notify the Recipient of the results in an Appeal Determination Letter. After the opportunity to appeal has expired or after the appeal determination has been rendered, DoC will not accept any further documentary evidence from the Recipient. There will be no other administrative appeals available in DoC.

E. DEBTS

.01 Payment of Debts Owed the Federal Government

Any debts determined to be owed the Federal Government shall be paid promptly by the Recipient. A debt will be considered delinquent if it is not paid within 30 days of the due date. Failure to pay a debt by the due date shall result in the imposition of late payment charges as noted below. In addition, failure to pay the debt or establish a repayment agreement by the due date will also result in the referral of the debt for collection action and may result in DoC taking further action as specified in the standard term and condition entitled "Non-Compliance With Award Provisions." The Recipient may also be suspended or debarred from further Federal financial and non-financial assistance and benefits, as provided in 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)" until the debt has been paid in full or until a repayment agreement has been approved and payments are made in accordance with the agreement. Payment of a debt may not come from other Federally sponsored programs. Verification that other Federal funds have not been used will be made during future program visits and audits.

.02 Late Payment Charges

a. An interest charge shall be assessed on the delinquent debt (over 30 days) as established by the Debt Collection Act of 1982. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate. This rate is published in the Federal Register by the Department of the Treasury. The assessed rate shall remain fixed for the duration of the indebtedness.
b. A penalty charge shall be assessed on any portion of a debt that is delinquent for more than 90 days, although the charge will accrue and be assessed from the date the debt became delinquent.

c. An administrative charge shall be assessed to cover processing and handling the amount due.

d. State and local governments are not subject to penalty and administrative charges.

F. NAME CHECK

A name check review shall be performed by the OIG on key individuals associated with non-profit and for-profit organizations, unless an exemption has been authorized by the Inspector General.

.01 Results of Name Check

DoC reserves the right to take any of the actions described in section F.02 if any of the following occurs as a result of the name check review:

a. A key individual fails to submit the required form "Identification - Applicant for Funding Assistance (CD-346);

b. A key individual made an incorrect statement or omitted a material fact on the CD-346; or

c. The name check reveals significant adverse findings that reflect on the integrity or responsibility of the Recipient and/or key individual.

.02 Action(s) Taken as a Result of Name Check Review

If any situation noted in F.01 occurs, DoC, at its discretion, may take one or more of the following actions:

a. Terminate the award immediately for cause;

b. Require the removal of any key individual from association with the management of and/or implementation of the award; and/or

c. Make appropriate provisions or revisions at DoC's discretion with respect to the method of payment and/or financial reporting requirements.

G. GOVERNMENTWIDE DEBARTMENT AND SUSPENSION (NONPROCUREMENT)

The Recipient shall comply with the provisions of Executive Order 12549, "Debarment and Suspension" and DoC's implementing
regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.

H. DRUG-FREE WORKPLACE

The Recipient shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988," and DoD implementing regulations published at 15 CFR Part 26, Subpart F, "Governmentwide Requirements for Drug-Free Workplace (Grants)," which require that the Recipient take steps to provide a drug-free workplace.

I. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The Recipient shall comply with the provisions of Section 319 of Public Law 101-121, which added Section 1352 to Chapter 13 of Title 31 of the United States Code, and DoD implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." These provisions generally prohibit the use of Federal funds for lobbying the Executive or Legislative Branches of the Federal government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying.

.02 Disclosure of Lobbying Activities

The Recipient receiving in excess of $100,000 in Federal funding shall submit a completed "Disclosure of Lobbying Activities" (SF-LLL) regarding the use of non-Federal funds for lobbying. The SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Recipient must submit the SF-LLLs, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

J. SUBAWARD, CONTRACT, AND SUBCONTRACT

.01 Applicability of Award Provisions to Subrecipients

The Recipient shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award including applicable cost principles, administrative, and audit requirements.
Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The Recipient shall include the following notice in each request for applications or bids:

Applicants/bidders for a lower tier covered transaction (except for goods and services under the $25,000 small purchase threshold and where the lower tier Recipient will have no critical influence on or substantive control over the award) are subject to 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement). In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying." Applicants/bidders should familiarize themselves with these provisions, including the certification requirements. Therefore, applications for a lower tier covered transaction must include a "Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions and Lobbying" (CD-512) completed without modification.

b. The Recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts), that the award is subject to Executive Order 12549, "Debarment and Suspension" and DoC implementing regulations published at 15 CFR Part 26, Subparts A through E, "Governmentwide Debarment and Suspension (Nonprocurement)."

c. The Recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding $100,000 in Federal funds, that the subaward, contract, or subcontract is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code as implemented at 15 CFR Part 28, "New Restrictions on Lobbying." The Recipient shall further require the subrecipient, contractor, or subcontractor to submit a completed "Disclosure of Lobbying Activities" (SF-LLL) regarding the use of non-Federal funds for lobbying. The SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The SF-LLL shall be submitted from tier to tier until received by the Recipient. The Recipient must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.
Minority and Women-Owned Business Enterprise

DoC encourages Recipients to utilize minority and women-owned firms and enterprises in contracts under financial assistance awards. The Office of Program Development, Minority Business Development Agency, will assist Recipients in matching qualified minority and women-owned enterprises with contract opportunities. For further information contact:

U.S. Department of Commerce
Minority Business Development Agency
Office of Program Development
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Subcontracting Reports

Recipients of awards which involve both Federal funding valued at $500,000 or more and procurement of supplies, equipment, construction, or services, shall submit the "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Other Federal Financial Assistance" (SF-334). The SF-334 shall be submitted quarterly for the periods ending March 31, June 30, September 30, and December 31. Reports are due no later than 30 days following the end of the reporting period during which any procurement in excess of $10,000 is executed under the award. The SF-334 shall be submitted in duplicate to the Federal Program Officer.

Subaward and/or Contract to a Federal Agency

a. The Recipient, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency of the DoC and/or other Federal department, agency or instrumentality, without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted to the Federal Program Officer who shall review and make a recommendation to the Grants Officer. The Grants Officer shall make the final determination with the concurrence of legal counsel of the DoC agency making the award, and legal counsel of the other Federal department, agency or instrumentality receiving the subaward and/or contract. The Grants Officer will notify the Recipient in writing of the final determination.

K. PROPERTY

Standards

The Recipient shall comply with the property standards as stipulated in the applicable uniform administrative requirements.
Any inventory listings stipulated under the applicable uniform administrative requirements shall be submitted on the "Report of Government Property in Possession of Contractor" (CD-281). The CD-281 shall be submitted in triplicate (an original and two copies) to the Grants Officer.

.02 Rights to Inventions

The policy and procedures set forth in DoC regulations 37 CFR Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements," shall apply to all grants and cooperative agreements made to nonprofit organizations and small business firms where the purpose of the award is to accomplish experimental, developmental, or research work.

L. MISCELLANEOUS REQUIREMENTS

01. Non-Compliance With Award Provisions

Failure to comply with any or all of the provisions of the award may be considered grounds for any or all of the following actions: establishment of an account receivable, withholding payments under any DoC awards to the Recipient, changing the method of payment from advance or reimbursement to reimbursement only, termination of any DoC active awards, and may have a negative impact on future funding by the DoC.

.02 Prohibition Against Assignment

Notwithstanding any other provision of the award, the Recipient shall not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.

.03 Internal Revenue Service (IRS) Information

a. A Recipient classified for tax purposes as an individual, partnership, proprietorship, or medical corporation is required to submit a taxpayer identification number (TIN) (either social security number or employer identification number as applicable) on Form W-9, "Payer's Request for Taxpayer Identification Number." Tax-exempt organizations and corporations (with the exception of medical corporations) are excluded from this requirement. Form W-9 shall be submitted to the Grants Officer within 60 days of the award start date. The TIN will be provided to the IRS by DoC on Form 1099-G, "Statement for Recipients of Certain Government Payments." Applicable Recipients who either fail to provide their TIN or provide an incorrect TIN may have funding suspended until the requirement is met.
b. Disclosure of a Recipient's TIN is mandatory for Federal income tax reporting purposes under the authority of 26 USC, Section 6011 and 6109(d), and 26 CFR, Section 301.6109-1. This is to ensure the accuracy of income computation by the IRS. This information will be used to identify an individual who is compensated with DoC funds or paid interest under the Prompt Payment Act.

.04 Foreign Travel


b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed foreign air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. Use of foreign air carriers may also be used only if bilateral agreements permit such travel pursuant to 49 USC App. S 1517(c) (1982). Doc is not aware of any bilateral agreements which meet these requirements, therefore, it is the responsibility of the Recipient to provide the Grants Officer with a copy of the applicable bilateral agreement if use of a foreign air carrier is anticipated.

d. If a foreign air carrier is anticipated to be used for any part of foreign travel, the Recipient must receive prior approval from the Grants Officer. The Recipient must submit a justification to the Federal Program Officer explaining why service by a U.S. flag air carrier is not available, why it would be necessary to use a foreign air carrier, or if a bilateral agreement permits such travel and provide a copy of the agreement. The Federal Program Officer will review and make a recommendation to the Grants Officer. The Grants Officer shall make the final determination and notify the Recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the disallowance of the Recipient's air carrier expenses in an amount comparable to the loss of revenues suffered by the U.S. flag air carriers as a result of the Recipient's actions. This amount will be based on a formula in the Federal Travel Regulations.

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11/93
Format for Quarterly/Semi-Annual Progress Report

A. Grant Number:
B. Grantee:
C. Project Title:
D. Amount of Grant: Federal_________ Match_________ Total_________
E. Award Period: From___________ To___________
F. Quarter Covered by this Report: From___________ To___________
G. Summary of Progress and Expenditures to Date:

1. Work Accomplishments:
   a. Describe activities scheduled for this quarter (from proposal and amendments, if appropriate).
   b. Describe activities accomplished this quarter.
   c. Explain special problems, differences between scheduled and accomplished work, etc.

2. Expenditures:
   a. Describe expenditures scheduled for this quarter.
   b. Describe actual expenditures this quarter.
   c. Explain special problems, differences between scheduled and actual expenditures, etc.
   d. Include copies of financial reports.

Prepared by: __________________________ (signature)  Date

Approved by: __________________________ (signature*)  Date

(*NOTE: Reports must be signed by the appropriate Principle Investigator's supervisor.)
Format for Project Final Report

I. Executive Summary
   A. A brief and succinct summary of Final Report.

II. Introduction

III. Purpose
   A. Detailed description of problem that was addressed.
   B. Objectives of the project.

IV. Approach
   A. Detailed description of the work that was performed.
   B. Project management: List firms actually performing the work and how it was done.

V. Findings
   A. Actual accomplishments and findings.
   B. If any significant problems developed which resulted in less than satisfactory results, they should be discussed.

VI. Evaluation (see attached detailed evaluation guidelines)
   A. Description of the original project goals and objectives, and the context in which the project was to benefit the project site.
   B. Description of the specific accomplishments (information, products or services) of the project and the relationship of these to the project's goals and objectives.
   C. Description of how the project benefitted the site.
   D. Description of the actual need for Federal assistance in the project.
VII. Conclusion

A. What conclusions can be derived from the work performed?

B. Was the project successful in solving the problem that existed or providing the information desired?

C. What further work needs to be done?
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What is FADS?

Financial Assistance Disbursement System (FADS) is the system used by National Oceanic and Atmospheric Administration (NOAA) to disburse Federal funds to recipient organizations.

FADS enables you to request funds using any touch-tone telephone. An automated system will process your request, telling whether it is within the available balance for that financial assistance award.

FADS makes payments through the Department of Treasury’s Vendor Express program. The funds you request will be transferred through the Automated Clearing House network. The funds will be deposited directly into your organization's bank account—normally within four working days of your request.

Benefits

+ Prompt availability of funds.
+ An easy-to-use method to request funds via any touch-tone phone.
+ Instant access to the available balance of your grant.
+ Funds deposited directly in your organization's bank account.
+ Ability to inquire as to the date and time of your last transaction.
How to use FADS

FADS is easy to use. Begin by calling our toll-free number from any touch-tone phone:

1-800-437-8328

If you are in the Washington, D.C. metropolitan area or you can't use our toll-free number, then dial our local number:

301-763-4424

If you are on the Federal Telephone System (FTS), please use our FTS number:

763-4424

Once you're on-line, the system will ask you for your five-digit user ID, followed by a "#" sign:

[Blank spaces for user ID] #

Each person authorized to use FADS has a unique user ID. (See the "How to request a user ID" section for more information.) Once you've entered your valid user ID, you will be asked to choose from the following primary options:

1 to request funds
2 to check the balance on a grant
3 to check the last transaction
4 when you are finished
More information on each of these options follows. Please note that after you complete one of these functions, FADS will return to this main menu and give the chance to exercise another option.

For faster response: Once you gain familiarity with FADS, you need not wait for instructions. You may enter the correct codes at any time, even while a message is playing. FADS will respond immediately to the choice you enter.

Access code
Each financial assistance award in FADS has a numeric access code associated with it. You must use this access code whenever you obtain information about or request funds for that award. The access code information will be sent to you at the time of the grant award. (See Exhibit 1.)

Requesting funds (option 1)
Once you indicate that you wish to request funds, FADS will prompt you for the access code associated with that grant:

[ ] [ ] [ ] [ ] [ ] [ ]

After you’ve entered a valid access code, FADS will ask you for how much money you are requesting. Enter that amount in whole dollars. (Don’t enter dollars signs, commas, or decimal points—just the numbers.)

[ ] [ ] [ ] [ ] [ ]

The system will check the amount you enter against the available balance for that award. If the amount is more than the balance, FADS will ask you to try again. If not, FADS will read the amount to you and ask you to confirm it by pressing "1". FADS will then ask you to confirm that the request is for immediate needs by pressing "1".

Your request is subject to review by NOAA officials. Under normal circumstances, you may expect federal funds to be deposited in your organization’s account within four working days.
EXHIBIT 1
ACCESS CODE NOTICE

Department of Commerce
National Oceanic and Atmospheric Administration
Grant Award Access Code Identification Form

Date: 02/01/91
Grantee No: 123456789
Grantee Name: Sample grantee
Address: 1234 Main St.
City: Anytown
State: MD Zip Code: 12345
Award Number: (award number)
Project Title:

Access Code: 12345

NOTE 1: The Access Code identified above is to be used to gain access to the Financial Assistance Disbursement System (FADS) for the purpose of requesting an advance of grant funds. Refer to the FADS Grantee Instructions for additional information on the use of the code.

NOTE 2: If information on this form is incorrect, please notify the Department of Commerce, NOAA, Grants Management Division.
Checking the balance (option 2)

Once you indicate that you wish to check the balance on a grant, FADS will prompt you for the access code associated with that grant:

```
  1  2  3  4  5  6  7
```

After you've entered a valid access code, FADS will tell you the current balance for that grant.

Checking your last transaction (option 3)

If you indicate that you wish to check the last transaction for a grant, FADS will prompt you for the access code associated with that grant:

```
  1  2  3  4  5  6  7
```

After you've entered a valid access code, FADS will tell you the status of your last funds request for that grant. If the request has not yet been processed by NOAA, FADS will give you the opportunity to cancel the request.

Please note that your opportunity to cancel transactions is limited. We normally review all fund requests at 9 a.m. each work day. After reviewing those requests, we start processing them at 1 p.m. that day for payment. You have only up until that time to cancel the request.
How to request a user ID

Each person must be assigned a user ID before he or she can use FADS. Use the FADS Disbursement Request User Authorization form to request user IDs. (See Exhibit 2.) Fill out a separate form for each person. You may photocopy the form, if necessary. However, signatures must be original. The form should be signed by the authorizing official for your organization.

Security

The security of the funds available to your organization is dependent upon the proper use of the access code for the grant and the user ID for the person requesting funds. **Safeguard these two pieces of information accordingly to prevent any unauthorized transfers of funds.**

Treat the user ID as a sensitive piece of information. Request user IDs for only those persons that need access to FADS. In normal circumstances, no more than two or three persons would need access to the funds for a particular grant. Each person’s user ID should only be known to that person. Use block 5 on the user authorization form to restrict people to only the grants for which they are responsible. Submit a user authorization form to revoke the user IDs of any employees who leave your organization.

Take similar precautions with the access codes for your grants. Reveal an access code only to people who will be using FADS in connection with that grant. Don’t post the access codes on a bulletin board or any other public place.
EXHIBIT 2
FADS USER AUTHORIZATION FORM

FADS Disbursement Request
User Authorization

This form is to be completed by the recipient's chief executive officer or designated representative and returned to:

U.S. Department of Commerce/NOAA
Finance Services Division OA1112X1
20020 Century Blvd.
 Caller Service No. 7025
 Germantown, MD 20874

1. Type of Function:
   □ New User
   □ Terminate User
   □ Add/Change Authority

2. User ID: (new user leave blank)

3. Authorized User's Name (last, first, mi)

Office Address: (street, city, State & zip)

4. Recipient Organization for which Authority is being Requested:
   Tax ID: 
   Organization Name:

5. Authorized to request funds for:
   □ All awards for this organization
   □ Only awards listed below:

   ____________________________
   ____________________________
   ____________________________

6. Signature & Date:

   X

I authorize the person identified above to access FADS via the Voice Response System.

7. Approved by: (name & title)

   Phone No.:
   ( )

   Office Address: (street, city, State & zip)

Signature & Date:

   X

The making of any false statement, submission of fraudulent documents, or transmission of fraudulent information by electronic means may result in severe criminal sanctions under Federal Law.
Vendor Express

Vendor Express is Department of the Treasury's Direct Deposit program for organizations receiving payment from the Federal Government. Payments are made electronically through the Automated Clearing House (ACH) network for deposit directly into your organization's bank account.

Before we can transfer funds to you via Vendor Express, we must have a completed Payment Information Form on file. (See exhibit 3.) The form is a reproduction of Treasury's SF 3881. We send you a partially completed form with the Agency Information. You complete the Company Information section of the enrollment form. Have your bank complete the Financial Institution Information section. Return the completed form to us. Both you and your bank should keep a copy of the form.

If your bank information changes, notify the Finance Services Division immediately at 301-427-2034. Then complete a new Payment Information Form and return it to us.

Vendor Express provides your bank with information which identifies the payment. This information is contained in an "electronic check stub" called the addendum record. You need to work out with your bank how you will receive this information.

Payments are transmitted to your bank in the Cash Concentration or Disbursement Plus (CCD+) format.
This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93–579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

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<tr>
<td>Rose M. Miller, Supervisor, Contracts and Grants Unit</td>
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<th>TELEPHONE NUMBER:</th>
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**PAYEE/COMPANY INFORMATION**

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**FINANCIAL INSTITUTION INFORMATION**

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| SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: |
| (COULD BE THE SAME AS ACH COORDINATOR) |

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Instructions for Completing SF 3881 Form

1. Agency Information Section — Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section — Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section — Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.
Addendum record

Each payment transmitted to your bank is accompanied by an addendum record which contains identifying information. How each bank communicates this information to its clients varies. This information might appear on your bank statement.

The addendum record from FADS tells the grant from which the funds were transferred, plus the date and time of the request. ACH addenda records can be up to 94 characters long. The format of the record is governed by the American National Standards Institute (ANSI) X12.4 syntax. The first three positions are always "705". The next 80 positions are available to provide information about the payment. FADS puts the grant number, the date requested, and time requested here. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions).

Here is a sample of what your bank receives:

705REF*CR*NA16FS0001\DTM*097*910615*1425\00019876543

where, "705" always occupies the first 3 positions,
"REF" is ANSI Segment Identifier Code for Reference Numbers,
"CR" is ANSI Reference Number Qualifier code for Customer Reference Number,
"NA16FS0001" is the grant number,
"\" terminates the segment,
"DTM" is ANSI Segment Identifier Code for Date/Time Reference,
"097" is ANSI Date/Time Qualifier code for Transaction Creation,
"910615" is the date of the funds request (June 15, 1991),
"1425" is the time (2:25 p.m.) of the funds request,
"\" terminates the segment,
"0001" represents the special addendum sequence number,
"9876543" represents the entry detail sequence number.
Cash management

FADS is designed to make Federal funds available to your organization within four working days of receiving a request. Therefore, your organization should request funds based on immediate disbursement requirements and promptly disburse funds to minimize the Federal cash on hand in accordance with policies established in Treasury Circular 1075.

NOAA will monitor drawdowns to ensure that recipient organizations are maintaining minimal balances of Federal funds. Each request for funds will receive a post audit review by NOAA to determine that payments are in compliance with Federal guidelines.

What if I have a problem?

Your primary points of contact with NOAA are the Finance Services Division and the Grants Management Division.

If you are having trouble connecting with FADS, if you have a problem with your user ID, or if you are concerned about the status of a payment you should have received, call the NOAA Finance Services Division at 301-427-2034. When the system is down, the Finance Services Division has the capability to take your requests over the phone.

If you haven't received the access code or if your grant has been suspended, call the Grants Management Division at 301-713-0922 or 301-713-0942.
ATTACHMENT II

LAKE SALVADOR SHORE PROTECTION PROJECT

MEMORANDUM OF AGREEMENT
MEMORANDUM

TO: Randy Hanchey, Assistant Secretary
Diane Smith, Assistant Administrator
Gerry Duszynski, Assistant Administrator
Rachel Wilson Sweeney, Special Projects Coordinator
Carrol Clark, Engineer Manager
George Boddie, Engineer Manager
Van Cook, Engineer Manager
Greg Steyer, Program Manager
Steve Underwood, Program Manager
Phil Pittman, Program Manager
Helen Hoffpaur, Real Estate Manager

FROM: Chet Fruge, Program Manager

RE: MOA Between the COE, DNR and NMFS, Long Term O,M & M CWPPRA Projects

Attached is the MOA between the COE, DNR and NMFS for long term reimbursement to DNR for expenditures related to O,M & M of CWPPRA Projects. Item III of the MOA provides that the DNR will submit invoices for expenditures to the NMFS for certification and approval. The NMFS will forward the approved invoices to the COE which will make direct payments to the DNR.

Carrol, George, and Van please forward copies to all project managers for NMFS CWPPRA projects.

CF

cc: Verlie Wims, OMF
    Karen Lewis, Contracts and Grants
    Lana Humphries, OMF
A Memorandum of Agreement
between
National Oceanic and Atmospheric Administration,
The National Marine Fisheries Service;
The U.S. Army Corps of Engineers, New Orleans District;
and
The State of Louisiana, Department of Natural Resources;
regarding Monitoring, Operations and Maintenance billing under

I. Parties and Scope

This Memorandum of Agreement (MOA) between the National Marine Fisheries Service (NMFS), the U.S. Army Corps of Engineers (USACE), and the State of Louisiana Department of Natural Resources (LDNR) recognizes these three parties' cooperation and participation in the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA), (16 U.S.C. 777c, §§ 3951-3956). As members of the Task Force, established by CWPPRA, the agencies that are parties to this MOA are responsible for among other things, the long-term monitoring of certain coastal wetland restoration project areas and reference sites associated with such projects, as well as the long-term operation, maintenance, repair and rehabilitation (O&M) of authorized project features, where applicable.

This MOA describes the financial instrument and processes to be used to finance long-term monitoring and O&M activities which are outside of the scope of NMFS' Cooperative Agreement and Joint Funding Agreement mechanisms.

II. Purpose

The types of funding instruments currently used by NMFS are not suitable for activities exceeding three to five years (e.g., Cooperative Agreements) unless the agreement is cost shared
equitably (e.g., Joint Funding Agreements).
Monitoring, as well as O&M activities are generally scheduled to
last for 20 year periods, except for demonstration projects.
Federal/non-federal cost-shares for these activities within
CWPPRA are at ratios of 85/15% or 90/10%. Therefore, neither
cooperative agreements nor joint funding agreements are
appropriate for monitoring or O&M activities.

III. Alternative Funding Instrument

There is an alternative funding instrument, employed between
USACE and other Federal agencies for similar activities called a
"Government Purchase" Military Interdepartmental Purchase Request
(MIPR). A Government Purchase MIPR can be used for long-term
activities without cost-shares percentage limitation. It differs
from conventional MIPRs in that the sponsoring Federal agency
receives no direct reimbursable funding. A Government Purchase
MIPR stipulates that invoices for monitoring or O&M activities
performed by the state agency (LDNR) will be submitted by the
state agency to the sponsoring Federal agency (NMFS) for
certification. Approved invoices will be forwarded by NMFS to
USACE. The USACE will make direct payments to the State.

IV. Actions of the Parties

Within the CWPPRA program, NMFS, USACE and LDNR will work
cooporatively in the implementation of the overall CWPPRA
program.

As Chair of the CWPPRA Task Force, USACE is responsible for the
administration and disposition of funding for the CWPPRA Program.
USACE will continue to provide reimbursable MIPRs to NMFS for
short-term activities such as Engineering and Design, or
Construction which can be awarded to LDNR through the current
cooperative agreement process. USACE will provide "Government
Purchase" MIPRs to NMFS for long-term activities when requested
by NMFS, as appropriate.

As a sponsoring Federal agency, NMFS is responsible for implementing a number of wetland restoration projects approved for funding by the Task Force. Within all projects sponsored by NMFS, it is NMFS' and LDNR's joint responsibility to administer, short-term activities such as engineering and design and construction; and long-term activities such as monitoring, and O&M of authorized project features. To carry out long-term responsibilities, NMFS will request from the Chair of the Task Force, USACE, funding in the form of a Government Purchase MIPR. Using this funding instrument NMFS will certify invoices from LDNR as approved for payment, and forward the approved invoices to USACE for payment directly to LDNR, subject to the availability of funds and satisfactory performance.

LDNR, as the non-federal partner, will conduct long-term monitoring, and O&M activities of authorized project features. LDNR will submit invoices to NMFS on a regular basis after monitoring and O&M work is conducted. Invoices will clearly specify whether the bill is for monitoring activities, or O&M activities.

Upon re-authorization of CWPPRA, or any other legislative or administrative changes to the program, this MOA may be amended, modified or terminated as mutually agreed upon by the signatory parties.

The undersigned individuals attest that they are authorized to bind their respective agencies to this MOA. On behalf of their respective agencies, they have signed this MOA on the day and year appearing with the signature of each authorized representative.
U.S. ARMY CORPS OF ENGINEERS

William L. Conner
Colonel William Conner
District Engineer
U. S. Army Corps of Engineers
Department of Defense

10 Feb 99

NATIONAL MARINE FISHERIES SERVICE

Rolland A. Schmitt
Assistant Administrator
National Marine Fisheries Service
National Oceanic and Atmospheric Administration
Department of Commerce

SEP 21 1998

STATE OF LOUISIANA, DEPARTMENT OF NATURAL RESOURCES

Jack C. Caldwell
Secretary
Department of Natural Resources
State of Louisiana

2-3-99
Mary White, CRD
Carrie Schmidt, CRD

Attachment
DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60257
NEW ORLEANS, LOUISIANA 70160-0257

March 1, 1999

Planning, Programs and Project
Management Division
CWPPRA Branch

Mr. Tim Osborn
National Marine Fisheries Service
NOAA/NMFS Restoration Center (F/HP5)
Office of Habitat Conservation
1315 East-West Highway
Silver Spring, Maryland 20910

Dear Mr. Osborn:

Enclosed for your records is a signed original of the Memorandum of Agreement
between the National Marine Fisheries Service, the Louisiana Department of Natural Resources,
and the U.S. Army Corps of Engineers.

Sincerely,

Steve Mathies
Chief, CWPPRA Branch

Encl
ATTACHMENT III

LAKE SALVADOR SHORE PROTECTION PROJECT

PROJECT FEATURES
ATTACHMENT IV

LAKE SALVADOR SHORE PROTECTION PROJECT

CONSTRUCTION DRAWINGS
LAKE SALVADOR SHORE PROTECTION PROJECT—PHASE II (BA-15)

OCTOBER, 1997

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U.S. Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
and the
State of Louisiana Department of Natural Resources
Coastal Restoration Division
NOTES:

1. DISTANCES VARY DUE TO CHANGING FIELD CONDITIONS. LAYOUT WILL BE FIELD ADJUSTED BY PROJECT ENGINEER. WIDTH WILL BE EQUAL TO THAT OF BREAKWATER FOOTPRINT (27 FEET). GEOTEXTILE WILL HAVE IDENTICAL SPECIFICATIONS AND LAYOUT AS FOR BREAKWATER GEOTEXTILE.

2. ROCK RIP-RAP FOR SHORE CONNECTIONS, FISH ACCESS SADDLES AND PIPELINE APRON SHALL CONFORM TO SPECIFICATIONS FOR ROCK USED IN BREAKWATER CONSTRUCTION AND SHALL BE PLACED IN ONE LIFT.

3. CONTRACTOR WILL NOTIFY BRIDGELINE GAS DISTRIBUTION, LLC., A SUBSIDIARY OF TECO, 48 HOURS PRIOR TO PIPELINE APRON CONSTRUCTION. CONTACT PERSON: MR. TREY GILES (504) 595-1841.

4. PIPELINE LOCATIONS AND DEPTHS WILL BE DETERMINED AND MARKED BY BRIDGELINE GAS DISTRIBUTION, LLC. ACTUAL THICKNESS OF ROCK APRON WILL BE DETERMINED BY THE DEPTH OF EXISTING PIPELINES AND SUBJECT TO THE APPROVAL OF THE BRIDGELINE REPRESENTATIVE.
GENERAL NOTES:

1. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHALL SUBMIT A SET OF 1/4"-SCALE, 1/24"-SCALE, AND 1/100"-SCALE PLANS TO THE CONTRACTOR AND THE ENGINEER FOR APPROVAL PRIOR TO THE COMMENCEMENT OF ANY WORK. THESE PLANS WILL BE REVIEWED AND APPROVED BY THE CONTRACTOR AND THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.


3. EACH SECTION OF THE DAMANDER DAM SHALL BE AT LEAST 10 FEET IN HEIGHT AND NOT LESS THAN 5 FEET IN WIDTH. EACH SECTION OF THE DAMANDER DAM SHALL BE AT LEAST 10 FEET IN HEIGHT AND NOT LESS THAN 5 FEET IN WIDTH. EACH SECTION OF THE DAMANDER DAM SHALL BE AT LEAST 10 FEET IN HEIGHT AND NOT LESS THAN 5 FEET IN WIDTH.

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7. EACH SECTION OF THE DAMANDER DAM SHALL BE AT LEAST 10 FEET IN HEIGHT AND NOT LESS THAN 5 FEET IN WIDTH. EACH SECTION OF THE DAMANDER DAM SHALL BE AT LEAST 10 FEET IN HEIGHT AND NOT LESS THAN 5 FEET IN WIDTH. EACH SECTION OF THE DAMANDER DAM SHALL BE AT LEAST 10 FEET IN HEIGHT AND NOT LESS THAN 5 FEET IN WIDTH.

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ATTACHMENT V

LAKE SALVADOR SHORE PROTECTION PROJECT

PROJECT PERMITS

AND

PERMIT AMENDMENTS
DEPARTMENT OF NATURAL RESOURCES
September 6, 1996

Mr. Kenneth Bahlinger
Louisiana Department of Natural Resources
Coastal Restoration Division
Post Office Box 94396
Baton Rouge, LA 70804

RE: C960340, Coastal Zone Consistency
National Marine Fisheries Service
Direct Federal Action
Lake Salvador shoreline protection demonstration project,
CWPPRA Project BA-15, St. Charles Parish, Louisiana

Dear Mr. Bahlinger:

The above referenced project has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. The project, as proposed in the application, is consistent with the LCRP. If you have any questions concerning this determination please contact Brian Marcks of the Consistency Section at (504) 342-7591.

Sincerely,

Terry W. Howey,
Administrator

TWH/JDH/bgm

cc: Fred Dunham, LDWF
Tim Killeen, CMD/FI
Ron Ventola, COE-NOD
Earl Matherne, St. Charles Parish
Operations Division
Eastern Evaluation Section

SUBJECT: SE(Lake Salvador)109

Louisiana Department of Natural Resources
Post Office Box 94396
Baton Rouge, Louisiana 70804

Gentlemen:

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

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

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

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

The enclosed Notice of Authorization, ENG Form 4336, is to be conspicuously displayed at the site of work.

Sincerely,

Ronald J. Ventola
Chief, Regulatory Functions Branch

Enclosure

IMN FL 215
August 1995
NOTE:

1. DISTANCES FROM SHORELINE RANGE FROM 300'-500'.

SCALE: 1" = 400'

SHORELINE LOCATION PLAN
LAKE SALVADOR SHORELINE PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA
SHORELINE LAYOUT
SCALE: 1" = 100'

PLAN
SCALE: 3/8" = 1'-0"

SECTION "A-A"
SCALE: 1" = 5'

NOTES:
1. FOR LOCATION OF GRATLED APEX STRUCTURES SEE SHEET 2.
ALL ELEVATIONS ARE NAVD 88.

PROPOSED STRUCTURE
LAKE SALVADOR SHORELINE
PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA

PREPARED BY C-K ASSOCIATES INC. R.P. 1A
SHORELINE LAYOUT

SCALE: 1" = 100'

CROSS SECTION

DISPLACEMENT
HEIGHT: 7.0 FT
WIDTH: 13.8 FT
AREA: 92.0 SQ. FT.
CIRCUMFERENCE: 35 FT.

NOTES:
- FOR LOCATION OF GEOTEXTILE TUBE STRUCTURES SEE SHEET 2.
- ALL ELEVATIONS ARE NAVD 88.

PROPOSED STRUCTURE
LAKE SALVADOR SHORELINE
PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA
NOTES:
1. FOR LOCATION OF ANGLED TIMBER FENCE STRUCTURES
   SEE SHEET 2.
2. ALL ELEVATIONS ARE NAVD 88.

PROPOSED STRUCTURE
LAKE SALVADOR SHORELINE
PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA
SHORELINE LAYOUT

ELEVATION WITH PILINGS

ELEVATION WITHOUT PILINGS

NOTES:

1. FOR LOCATION OF VINYL SHEET PILE STRUCTURES SEE SHEET 2.
   ALL ELEVATIONS ARE NAVD BB.

PROPOSED STRUCTURE
LAKE SALVADOR SHORELINE PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA
INFORMATION SIGN DETAILS

NOTES

1. THE INFORMATION SIGN WILL BE 3' x 3' in size. The exterior border, interior corners, and interior (diamond) of the information sign will be a 3'-high retroreflective material or orange color. The lettering field will be a retroreflective material of white color. The lettering for the information sign will be black. All signs must meet U.S. Coast Guard Standards in accordance with 23 CFR 330.4 and 331.

2. NEOPHANE MARKERS SHALL BE PLACED BETWEEN THE SIGN AND THE PILING AT ALL POINTS OF CONTRACT.

3. HANDRAILS FOR TIMER CONSTRUCTIONS SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH SECTION 101.3 OF THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES AS PUBLISHED BY THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, LATEST EDITION.

4. TIMBER PILES SHALL COMPLY WITH THE REQUIREMENTS OF THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, LATEST EDITION. PILES SHALL BE TREATED WITH A CROMBOTE SOLUTION CONFORMING TO AWSA P2 TO A MINIMUM RETENTION OF 16 PVC.

5. TIMBER PILES SHALL BE 10 FT IN LENGTH WITH A 12-INCH DIAMETER BOTTOM AND 7-INCH MINIMUM DIAMETER AT THE TOP.

6. ALL ELEVATIONS ARE ABOVE MLW.

7. EXPOSED BOLT THREADS SHALL BE EITHER EMAILED TO THE striking, stripped, or damaged by other approved method to prevent easy removal.

8. A TOTAL OF 240 BOLTS WILL BE PLACED ON THE SPOIL END OF EACH STRUCTURE TYPE. BOLTS WILL BE PLACED 8 FT TO THE LAKESIDE FROM THE STRUCTURE.
DEPARTMENT OF THE ARMY PERMIT

Permittee: Louisiana Department of Natural Resources
Permit No.: SE(Lake Salvador)109
Issuing Office: New Orleans District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Construct and maintain four types of shoreline protection structures to prevent shoreline erosion and promote sediment deposition, in accordance with the drawings attached in seven sheets, undated.

Project Location: In Lake Salvador, along the northern shore, approximately 12.0 miles southeasterly from Boutte, Louisiana, in St. Charles Parish.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 31, 1999. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require reroistation of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

ENG FORM 1721, Nov 86

(33 CFR 325 (Appendix A))
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See Page 4.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

   (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

   (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).


2. Limits of this authorization.

   a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

   b. This permit does not grant any property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

   c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

   d. Design or construction deficiencies associated with the permitted work.

   e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant’s Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

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

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

\[
\text{PERMITTEE} \quad \text{(PERMITTEE)} \quad \text{DATE} \quad \underline{01/06/96} \quad \text{(DATE)}
\]

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

\[
\text{Ronald J. Ventola, Chief, Regulatory Functions Branch} \\
\text{for William L. Conner, District Engineer} \\
\underline{24/06/96} \quad \text{(DATE)}
\]

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

\[
\text{TRANSFEREE} \quad \text{(TRANSFEREE)} \quad \text{(DATE)}
\]
SPECIAL CONDITIONS:
SE(Lake Salvador)109

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

8. You must install and maintain, at your expense, any safety lights, signs, and signals prescribed by the US Coast Guard, through regulations or otherwise, on your authorized structures.

9. If the permitted project requires additional work not expressly permitted herein the permittee must obtain an amendment to this authorization, or an individual permit, prior to the commencement of work.

10. The permittee is aware that the Office of State Lands has stated the proposed work may encroach on state-owned water bottoms. This permit approval does not obviate the permittee from obtaining any required permit from the State for use of state lands.

11. The permittee shall maintain the structure in good condition and in reasonable accordance with the plans and drawings approved in this permit. If the structures are not maintained in good working condition they must be removed by the permittee.
A permit to construct and maintain four types of shoreline protection structures to prevent shoreline erosion and promote sediment deposition, at Lake Salvador, along the northern shore, approx. 12 mi. southeasterly from Boutte, Louisiana, in St. Charles Parish, has been issued to Louisiana Department of Natural Resources on Oct. 24, 1996.

Address of Permittee
Post Office Box 94396
Baton Rouge, Louisiana 70804

Permit Number$: $E(Lake Salvador)109

For the District Commander

Ronald J. Ventola

October 24, 1996
Coastal Restoration  
P. O. Box 94396  
Baton Rouge, LA 70804  

Attention: Kenneth Bahlinger  

Gentlemen:  

RE: Proposal to install four different test projects for shoreline protection with 100’ spacing between each project. The four different test projects propose installing: 1) five 100’ sections of grated apex structures with 30’ spacings between each section; 2) three 250’ geotextile tubes with 30’ spacings between each tube; 3) three 159’ sections of angled timber fence with 30’ spacings between each fence; and 4) six 100’ sections of vinyl sheet piles with 30’ spacings between each sheet pile. Approximately 3,000 cubic yards of sand fill will be used to fill the geotubes, Sections 19 & 20, T15S-R22E, north shore of Lake Salvador, St. Charles Parish, Louisiana.

This is to acknowledge that you have completed the requirements for Water Quality Certification for the above referenced proposal.

It is our opinion that your proposed project will not violate water quality standards of the State of Louisiana, therefore, we offer no objection to this project provided that the fill material used is free of contaminants.

In accordance with statutory authority contained in the Louisiana Revised Statutes of 1950, Title 30, Chapter 11, Part IV, Section 2074 A(3) and provisions of Section 401 of the Clean Water Act (P.L. 95-217), the Office of Water Resources certifies that it is reasonable to expect that water quality standards of Louisiana provided for under Section 303 of P.L. 95-217 will not be violated.

Sincerely,

[Signature]

Linda Korn Levy, Assistant Secretary  
Office of Water Resources

LKL:MVRB  
c: Corps of Engineers, New Orleans - Trepagnier - SE(Lake Salvador)109  
Coastal Management Division - Olive - P961192
Operations Division
Eastern Evaluation Section

SUBJECT: NOD-21

Department of Wildlife and Fisheries
1600 Canal Street
New Orleans, Louisiana 70112

Gentlemen:

Receipt is acknowledged of your letter, dated August 17, 1996, requesting authority to dredge material from Lake Salvador to construct and maintain a levee and marsh for shoreline protection, on the Salvador Wildlife Management Area, in St. Charles Parish, Louisiana.

The proposed work is permitted under authority of NOD-21. This approval is authorized by this letter and is valid for three years from the date of this letter. This authorization does not eliminate the need to obtain any other Federal, state, or local approval that may be required by law.

The drawings submitted with your letter are attached hereto and made a part of the record.

Sincerely,

Ronald J. Ventola
Chief, Regulatory Functions Branch

Enclosure

See Page 2 for Copies Furnished:
U.S. Fish and Wildlife Service
825 Kaliste Saloom, Brandywine II, Suite 102
Lafayette, Louisiana 70508

National Marine Fisheries Service
c/o LSU Center for Wetlands Resources
Baton Rouge, Louisiana 70803-7535

U.S. Environmental Protection Agency (6WQ-EM)
1445 Ross Avenue
Dallas, Texas 75202-2733

State Historic Preservation Officer
P.O. Box 44247
Baton Rouge, Louisiana 70804-4247

Louisiana Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, Louisiana 70898

Louisiana Department of Natural Resources
P.O. Box 44487
Baton Rouge, Louisiana 70804-4487

Louisiana Department of Environmental Quality
P.O. Box 82215
Baton Rouge, Louisiana 70804-2215
NOTES:
1. SEE SHEET 3 FOR SECTIONS 'A-A' THRU 'D-D'.
2. SEE SHEET 4 FOR SECTIONS 'E-E' AND 'F-F'.

SCALE: 1" = 600'

DREDGING LOCATION PLAN
LAKE SALVADOR SHORELINE PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA

PREPARED BY C-K ASSOCIATES, INC., B. A., LA.
DRAWN BY:  
CHECKED BY: 
APPROVED BY:
NOTES:

1. SEE SHEET 3 FOR LOCATIONS OF CROSS SECTIONS.
2. M.L. = MARSH LEVEL.
3. TOP OF FILL ELEVATION IS APPROXIMATELY 6 INCHES ABOVE ADJACENT MARSH LEVEL.

CROSS SECTIONS
FILL AREAS
LAKE SALVADOR SHORELINE
PROTECTION PROJECT (BA-15)
ST. CHARLES PARISH, LOUISIANA
LOUISIANA DEPT. OF WILDLIFE AND FISHERIES
NEW ORLEANS, LOUISIANA

PREPARED BY C-1 ASSOCIATES, INC. B.R., LA.
Mr. Terry W. Howey, Director  
Coastal Management Division  
Department of Natural Resources  
Post Office Box 44487  
Baton Rouge, Louisiana 70804-4487

Regulatory Functions Branch  
Operations and Readiness Division  
Department of the Army  
New Orleans District  
Corps of Engineers  
Post Office Box 60267  
New Orleans, Louisiana 70160-0267

Mr. Gary R. Aydell, Acting Administrator  
Water Pollution Control Division  
Office of Water Resources  
Department of Environmental Quality  
P. O. Box 82215  
Baton Rouge, Louisiana 70884-2215

Re: P961192 – DNR Coastal Use Permit Application  
SE (Lake Salvador) 109 – Corps of Engineers Permit Application  
WQC 950726-04 – DEQ Water Quality Certification Application  
COASTAL RESTORATION DIVISION

Proposed installation of four different test projects for shoreline protection with 100' spacing between each project. (1) Proposed installation of five 100' sections of grated apex structures with 30' spacings between each section. (2) Proposed installation of three 250' geotextile tube with 30' spacings between each tube. Approximately 3,000 cu. yds. of sand fill will be used to fill the geotubes. (3) Proposed installation of three 159' sections of angled timber fence with 30' spacings between each fence. (4) Proposed installation of six 100' sections of vinyl sheet piles with 30' spacings between each sheet pile. This project will impact water bottom habitat.

This project is located in the area of Lat. 29°45’55” and Long. 90°16’01”, Sections 19 and 20, T15S-R22E, north shore of Lake Salvador.

St. Charles Parish, LA

Gentlemen:
Receipt is acknowledged of the subject Joint Public Notice recently prepared by Department of Natural Resources, Corps of Engineers and Department of Environmental Quality.

Please be advised that, upon review of the subject transmittal, this office has determined that no apparent, substantial violations of those applicable provisions of the State Sanitary Code may be anticipated as a result of the proposed activity. Accordingly, this office will offer "no objection" to the project, as described.

By copy of this letter we are apprising the applicant of our disposition in this regard.

Should you need additional information or clarification, please advise.

Very truly yours,

George E. Robichaux
Administrator
Sewerage Unit

GER:lm

xc: Coastal Restoration Division
    St. Charles Parish Health Unit
    201 Post Street
    Luling, LA 70070
    Sanitarian Regional Manager - Region 3
    Attention: Ms. Teda Boudreaux
    (504) 447-0916
    Mr. Kenneth Hemphill, Oyster Water Monitoring
ATTACHMENT IV

REMOVAL COST ESTIMATES AND CORRESPONDENCE REGARDING THE USE OF CWPPRA FUNDS TO REMOVE STRUCTURES
March 9, 2001

Erik C. Zobrist
NOAA CWPPRA Program Officer
National Marine Fisheries Service
NOAA Restoration Center, F/HC3
1315 East-West Highway
Silver Spring, MD 20910

RE: Lake Salvador Shoreline Stabilization Demonstration Project (BA-15 - Phase 1)
Removal of Structures

Dear Dr. Zobrist:

The Lake Salvador Shoreline Stabilization Demonstration Project (BA-15 - Phase 1) was constructed in 1997 under the Coastal Wetlands Planning, Protection and Restoration Act (CWPPRA) as a demonstration project to test four (4) different types of shoreline protection structures in an area of high wave energy and unstable soils. Although we have all learned a great deal from this demonstration project, the structures are deteriorating and will soon present a hazard to navigation. For this reason, it is the recommendation of the Department of Natural Resources (DNR) that the structures be removed. Attached is a letter from the Louisiana Department of Wildlife and Fisheries, on whose property the project is located, stating their support of removing the structures.

Removal of the structures was anticipated in the original budget for this project, and operation and maintenance (O&M) funds are available for removal and disposal of the structures. The engineering study by GOTECH, Inc., performed at the direction of National Marine Fisheries Service provides a cost estimate of $345,000 for the proper removal and disposal of the structures. An additional $55,000 is estimated to be required to cover engineering & inspection services needed for both NMFS and DNR. Thus, we believe about $300,000 in additional funds will be necessary beyond the current O&M budget allocated to this project.

If you concur with this action and the budget, please proceed with initiating a request to the P&E committee for the additional funding. This work would be handled under the existing Memorandum of Agreement between NOAA, DNR and the U.S. Army Corps of Engineers which covers O&M activities on NMFS-sponsored projects. The cost share is 85% NMFS and 15% DNR.

If you have any questions in this matter, please call Mr. Van Cook at (225) 342-5330.

Sincerely,

Jack Caldwell,
Secretary

Enclosure

cc: Bill Good, Administrator CRD
CWPPRA PRIORITY LIST III

BA-15 (PHASE I) LAKE SALVADOR SHORELINE PROTECTION
(DEMONSTRATION)

LEAD AGENCY: NMFS

DESIGN BASIS:

Project Budget: $2,565,894
Original Operation and Maintenance (O&M) Budget: $0

PROJECT FEATURES:

This is a demonstration project with a 5 year duration designed to evaluate various types of breakwater construction and materials.

1. Grated Apex Structures: Piling supported A-frame shaped wooden grate;
2. Geo-tubes: Three 250 foot sections, 3 ½ feet tall, 10 feet wide;
3. Angled timber fence: Piling supported horizontal slat fence running zigzag at 45 degree angles to the shoreline;
4. Vinyl sheet pile walls:
   a) Three 100-foot sections with 10-foot long sheet piles supported by 40-foot long timber piles;
   b) Three 100-foot sections with 20-foot long sheet piles and no external support.

OPERATION AND MAINTENANCE COST CONSIDERATIONS:
(Based on a 5 year project life)

A. ANNUAL INSPECTIONS: $13,201
   (1 Field day with 2 Team Members, Boat, and Report from Schedule A-4)

B. ANNUAL COST FOR OPERATIONS: $0
   (No operations required for this demonstration project)

C. PREVENTIVE MAINTENANCE: $0
   (Not required for this demonstration project)

D. ESTIMATED COST FOR UNSCHEDULED MAINTENANCE:

1. Grated Apex Structures: Replace lumber, $9,750
   hardware over 5 year period
   (5% x $39,000 / Structure x 5 Structures)

2. Geo-tubes: Assume no repairs to be made. $0
3. Angled timber fence: Replace lumber, hardware over 5 year period
   (5% x $40K / Structure x 3 Structures) $6,000

4. Vinyl sheet pile walls:
   a) Replace 10ft of wall in each section $6,000
      (10 ft. x $200 / ft. x 3)

   b) Replace 10ft of wall in each section $6,000
      (10 ft. x $200 / ft. x 3)

5. Replace 4 signs @ $1,000 each $4,000

6. Contractor Mobilization/Demobilization $6,000
   (Assuming 1 construction job)

TOTAL ESTIMATED COST FOR UNSCHEDULED MAINT. $37,750

TOTAL ESTIMATED OPERATION AND MAINTENANCE COST: $50,951

OPERATION AND MAINTENANCE (O&M) BUDGET SUMMARY:
BA-15 (PHASE I) LAKE SALVADOR SHORELINE PROTECTION

Current O&M Budget: $0
Revised O&M Budget: $50,951

Variance: $50,951
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From: Toni St.Louis
To: Chet Fruge; Lana Humphries
Date: 3/2/01 8:52AM
Subject: Re: Fwd: (BA-15) Lake Salvador Demonstration Project

$106,322.00 O & M Funds
1,891.19 Expended thru 01/31/01
$104,430.81 Balance

If you need anything else, let me know.

>>> Chet Fruge 02/28/01 04:52PM >>>
See the attached request. Please provide the remaining O & M funds in project 4F15, Lake Salvador Demo.

Thanks

CC: Paul Gremillion; Van Cook
August 13, 1996

Mr. Kenneth Bahlinger
Project Manager
Coastal Restoration Division
Louisiana Department of Natural Resources
P.O. Box 94396
Baton Rouge, Louisiana 70803

Dear Mr. Bahlinger:

Thank you for your letter dated July 1996, regarding the use of maintenance funds within The Lake Salvador Restoration Project Cooperative Agreement.

We concur with your request that maintenance funds can be used for the removal of structures in the event of any failure which may risk damage or liability. Additionally, we concur with the use of such funds for the eventual removal of all or part of structures of the end of the project's demonstration period (which is planned for 3 years).

Sincerely,

Tim Osborn
Program Officer
Office of Habitat Protection
Mr. Jack C. Caldwell  
Secretary  
Louisiana Department of Natural Resources  
P.O. Box 94396  
Baton Rouge, Louisiana 70804  

Reference: NOAA Award No. NA57FZ0321  

Dear Mr. Caldwell:  

This is in reference to Kenneth Bahlinger's letter dated May 17, 1996, and documentation submitted by C-K Associates dated May, 1996, regarding the design phase of the referenced award.  

Based on the Program Officer's reviews dated May 28, 1996, approval is granted to proceed with the construction portion of the project. This action is in compliance with NOAA Programmatic Special Award Conditions 1 and 2.  

This letter should be filed with your "official award" documents. If you have any questions, please call me at (301) 713-0922, or the Federal Program Officer, Tim Osborn at (301) 713-0174.  

Sincerely,

Rimas T. Liogys  
Grants Management Specialist  

cc: F/HPS  
    - Tim Osborn  
    OA321  
    - Patricia A. Rauch
ATTACHMENT VII

LAKE SALVADOR SHORE PROTECTION PROJECT

ANNUAL INSPECTIONS

The purpose of the annual inspections is to inspect and evaluate the condition of all project features to determine if structures are operating correctly and identify any deficiencies which require maintenance. An annual inspection report outlining these field observations will be drafted by LDNR. This report shall include the type of structure and description, date and time of inspection, personnel present for inspection, weather conditions, water levels at the time of inspection, general condition of project features and any observation of damages to structures.

In the case of severe storms and tidal events, additional inspections may be required during the annual inspection period to assess potential damage from such weather conditions.
PROJECT COMPLETION REPORT

Lake Salvador – Phase I
Demolition Project BA-15
St. Charles Parish, Louisiana

July 7, 2003

1. Project Personnel

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<tr>
<th>Position</th>
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<th>Telephone</th>
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<tr>
<td>NRCS Project Manager</td>
<td>Cheryl Brodnax</td>
<td>(225) 578-7923</td>
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<tr>
<td>DNR Project Manager</td>
<td>Hilary Thibodeaux</td>
<td>(985) 449-5105</td>
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<tr>
<td>DNR Construction Manager</td>
<td>Shane Triche</td>
<td>(985) 449-5073</td>
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<tr>
<td>GSE Project Manager</td>
<td>Phil Schexnayder</td>
<td>(985) 876-6380</td>
</tr>
<tr>
<td>GSE Project Representative</td>
<td>Tyrrell Reinhardt</td>
<td>(985) 876-6380</td>
</tr>
<tr>
<td>GSE Project Administrator</td>
<td>Richard Lottinger</td>
<td>(985) 876-6380</td>
</tr>
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</table>

2. Location and description of project

The project is located along the northern Lake Salvador shoreline and is bounded to the west by Baie du Cabanage and to the east by Couba Island. The project is located in T15-R22. This project was to provide on-site inspection of removal and disposal of the four (4) structures treatments. This project consists of four (4) shoreline treatments, each consisting of a different structure design. All four (4) treatments were constructed parallel to the shoreline approximately 300 ft. offshore with a distance of 100 ft. between each treatment. The four (4) treatments included Grated Apex structures, Geotextile Tubes, Angled Timber Fences, and Vinyl Sheet Pile Bulkheads.

3. Project Permits:

See Attachment I – U.S. Army Corps of Engineers jurisdictional determination (2-28-02 C9603-40 Coastal Zone Consistency Modification (3-18-02)

4. Material Submittals:

See Attachment II – Submittals - Demolition Plan
Disposal Plan
Construction Progress Schedule

5. Final and as-built drawings

N/A
6. Items of work

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<td>Removal of Timber Fence</td>
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<td>Removal of Sheet Piling With Out Timber Piles</td>
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8. Major Equipment Used

30’ x 120’ Spud barge with 98- Link Belt & Hydraulic Excavator
400 horse power Tug
30’ x 120’ material barge
9. Discuss construction sequences and activities, problems encountered, solutions to problems, etc.

Baker Pile Driving & Site Work, LLC (subcontractor for Grillot Construction, LLC) mobilized on the site on April 28, 2003 and started removing warning signs, bolts and 2" x 12" treated lumber on timber fence structure. Contractor next removed treated timber at grated apex structures and vinyl sheet pile. On May 1, 2003, the first weekly progress meeting was held on site. The contractor had the equipment barge on the shore side of the structures to protect against rough seas and wave action. This caused the barge to create a mud wave due to low water. This was corrected by placing the barge offshore of the structures and into deeper water. The problem with the rough seas could not be corrected. The contractor had to work through the problem with the wave action. On May 20, 2003, the contractor began the removal of the Geotextile Tube Structures and completed work on June 6, 2003.

On a site visit by DNR personnel on June 16, 2003, the seas were calm and the day was clear. DNR was able to see material that was not removed by the contractor. DNR recorded these material locations on GPS for removal. On June 19 and 20, 2003 the contractor removed all material located by DNR.

10. Construction Change Orders:

Change Order No. 1 (April 8, 2003) was issued to increase contract time from forty-five (45) calendar days to sixty-seven (67) calendar days. Contract completion date changed from May 15, 2003 to June 6, 2003 to all fifteen (15) days for approval of submittals and to allow for the rise in water elevation due to spring thaw. There was no monetary increase or decrease in the construction contract.

11. Significant Construction Dates:

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<td>Construction Complete</td>
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12. Surveys:

The only survey conducted was performed by DNR using GSP to locate the structures to be removed.

See Attachment III – Survey Information
13. Addition Comments Pertaining To Construction, Completed Project, Etc:

Because of the nature of the project and due to weather conditions, several items of each structure were missed on the first removal attempt. These items were broken timber piling, treated timber of various sizes, vinyl sheeting, and geotextile fabric material. It wasn’t until an inspection on a sunny day where the water was calm and clear that these items were discovered. Had this inspection not taken place on a calm day, these items might not have been located, and would still be in place. We recommend that upon the completion of future structure demolition projects, the contractor drag a chain using two (2) boats on either side of the structure location, to ensure that all materials are removed. Before removal of future structures, the beginning and end of each structure should be marked with PVC pipe, cane reed, etc., and GPS used to ensure the exact location of each structure being checked for complete removal.
Attachment I

Coastal Use Permit
March 18, 2002

Mr. Jason Harris  
Louisiana Department of Natural Resources  
Coastal Restoration Division  
Post Office Box 94396  
Baton Rouge, LA 70804

RE: C960340, Coastal Zone Consistency Modification  
National Marine Fisheries Service  
Direct Federal Action  
Lake Salvador shoreline protection demonstration project, CWPPRA Project BA-15,  
modification includes Phase I Demolition, St. Charles Parish, Louisiana

Dear Mr. Harris:

The above referenced project modification has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. The modification, as proposed in the application, is consistent with the LCRP. If you have any questions concerning this determination please contact Brian Marcks of the Consistency Section at (504)342-7939.

Sincerely,

Terry W. Howey,  
Administrator

TWH/JDH/bgm

cc: Fred Dunham, LDWF  
    Kirk Kilgen, CMD/FI  
    Ron Ventola, COE-NOD  
    Earl Matherne, St. Charles Parish
DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT, CORPS OF ENGINEERS
P.O. BOX 60267
NEW ORLEANS, LOUISIANA 70160-0267
February 28, 2002

REPLY TO ATTENTION OF:
Operations Division
Surveillance and Enforcement Section

Mr. Jason Harris
Department of Natural Resources
P. O. Box 44027, Captial Station
Baton Rouge, LA 70804-4027

Dear Mr. Harris:

Reference is made to your request for a U.S. Army Corps of Engineers' jurisdictional determination on property located in an unidentified section of Township 15 South, Range 21 East, St. Charles Parish, Louisiana (enclosed map). Specifically, you propose to remove existing erosion control structures in Lake Salvadore.

We have reviewed your project and determined that a Department of the Army permit under Section 404 of the Clean Water Act will not be required. Any changes or modifications to the proposed project will require a revised determination.

You are advised that this jurisdictional determination is valid for a period of 5 years from the date of this letter unless new information warrants revision prior to the expiration date.

Should you have any questions concerning these matters, please contact Mr. Brian Oberlies at (504) 862-2275 and reference our Account No. 20-020-1198.

Sincerely,

Ronald J. Ventola
Chief, Regulatory Branch

Enclosures
Attachment II

Submittals
Demolition Plan
Disposal Plan
Construction Progress Schedule
April 11, 2003

GSE Associates, Inc.
991 Grand Caillou Road
Houma, LA 70363-5705

Attn: Mr. Phil Schexnayder

Re: Lake Salvatore Demolition Project

Dear Phil,

As per our conversation at the pre-construction meeting of April 1, 2003, Grillot Construction, LLC will mobilize equipment for the above-mentioned project on or about April 23, 2003. The equipment to be incorporated in the project is a 30' x 120" spud barge with a 98-Link Belt crane on deck. The barge will be equipped with a vibro and necessary equipment for the removal of pile structures. A cherry picker will also be on the barge with the 98-Link Belt crane. A 30' x 120' material barge will be mobilized for storing the debris from the demolition. A 400 horsepower tug will be on-site at all times with the equipment along with two crewboats. The procedure used for dismantling the structures will be to remove as much of the hardware on the timber structures as possible, then lifting the structure pieces onto the material barge. After the tops of the structures have been removed then the piles will be extracted.

An attempt to remove the vinyl sheet piling will be made using the vibro. If this is not successful, we will have to break the piles four feet below the mud line and store on the material barge.

The geotextile tubes and material inside the tubes will be removed using a clam bucket. This material will be loaded on barges and removed from the site. The sand will be used as fill behind a bulkhead. We will provide a
letter at a later date from the landowner relieving the State of Louisiana from any liability. The fabric will be collected and disposed of in a landfill.

The environmental protection required for this project will incorporate oil absorbent, absorbent pads and oil boom, which will be on-site for the duration of the project.

Safety features such as life jackets, safety shoes and cutting glasses will also be incorporated into the project. Sanitary facilities will be available on the crane barge for the crewmembers and inspection personnel.

West Jefferson Medical Center will be our point of contact in the event that medical attention is required. The phone numbers are (504) 347-5511 and 1-800-382-4006.

A schedule of values for your review is as follows:

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<tr>
<td>Geotubes</td>
<td>$12,000.00</td>
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Prior to mobilization to the project site, a call will be made to Dottie to determine if any utilities or lines pose any problems. We will also contact Mr. Mike Lambert with Wildlife and Fisheries to discuss our activities in the area.

Please let me know if I have overlooked anything. Looking forward to working with you on this project.

Sincerely,

Russel C. Grillot
May 19, 2003

GSE Associates, Inc.
991 Grand Caillou Road
Houma, LA 70368-5705
Attn: Mr. Phil Schexnayder

Re: Lake Salvadore
Demolition - Phase I

Dear Mr. Schexnayder,

In accordance with the specifications for the Lake Salvadore Demolition Project, the disposal of treated wood from the demolition will be disposed of in Pearl River, Mississippi disposal site. The materials salvaged from the demolition will be retained by the contractor and incorporated in other work.

The entire project will be 100% complete in the next day or two, pending final inspection. Would you notify the powers that be of the progress on the project and set up a final inspection for the very near future?

Thank you for your assistance,

Sincerely,

(Handwritten Signature)

Russel C. Grillot
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Controlling Items:

Contractor: Geilbott Construction, LLC
Letting Date: [Date]
Contract Time: 45 Cal. Days
Attachment III

Survey Information
### Attachment III
Survey Information

Lake Salvador (BA-15) Phase I - Removal of Structures
Coordinates of Remaining Structures

<table>
<thead>
<tr>
<th>Point Name</th>
<th>NAD 83 UTM (Meters)</th>
<th>NAD 83 Geographic</th>
<th>NAD 83 State Plane (Feet)</th>
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<td>X (W)</td>
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