# Table of Contents

History of Revisions ........................................... iii

Section 1. Project Description, Purpose, and Location .......... 1

Section 2. Construction Completion ........................ 2

Section 3. Project Permits .................................. 2

Section 4. Items Requiring Operation, Maintenance, and Rehabilitation .......................... 3

Section 5. Operation and Maintenance Budget ................. 4

Section 6. Operation of Structures ........................ 4

Section 7. Responsibilities – Maintenance and Rehabilitation .... 4

Signature Sheet ........................................ 6

Attachment I. Cost Sharing Agreement ......................
Attachment II. Project Features ............................
Attachment III. Project Completion Report ..................
Attachment IV. As-built Drawings ..........................
Attachment V. Project Permits & Permit Amendments .......
Attachment VI. Operation, Maintenance, and Rehabilitation Budget ......................
Attachment VII. Operation of Structures ..................
Attachment VIII. Annual Inspections .......................
History of Revisions
OPERATION, MAINTENANCE, AND REHABILITATION PLAN

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION

(TE-46)

The Coastal Protection and Restoration Authority (CPRA) of Louisiana and the United States Department of the Interior / Fish and Wildlife Service (USFWS) agree to carry out the terms of this Operation, Maintenance, Repair, and Rehabilitation Plan (hereinafter referred to as the “Plan”) of the accepted, completed project features in accordance with the Cost Share Agreement, DNR Agreement No. 2511-02-19 dated April 3, 2002 (Attachment I).

The project features covered by this plan are inclusive of and are identified as the West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46). 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. There are no requirements that this project function to any standard beyond the economic life, except that it is not left as a hazard to navigation or a detriment to the environment.

Construction of the North West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) is authorized by Section 303(a) of Title III Public Law 101-646, the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA) enacted on November 29, 1990 as amended. The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) was approved on the 11th Priority Project List.

1. PROJECT DESCRIPTION, PURPOSE, AND LOCATION

The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) is located in Terrebonne Parish, Louisiana along the western side of Lake Boudreaux, south of Bayou Butler, and east of Bayou Grand Caillou and Hwy 57. The project encompasses approximately 1,177 acres including 250 acres of intermediate marsh and 927 acres of open water.

The western shoreline of Lake Boudreaux helps protect the interior low salinity marshes and aquatic grass beds from the high wave energy and turbidity found in Lake Boudreaux. The TE-46 project is intended to protect the shoreline from further erosion due to direct exposure to wave energies and to restore interior marsh lost as a result of subsidence and saltwater intrusion. The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) involves creation of 220 acres of marsh along the western shoreline of Lake Boudreaux using material dredged from Lake Boudreaux; construction of 24,553 linear feet of earthen containment dike (to be partially degraded in the third year following construction); construction and maintenance of 12,447 linear feet of foreshore rock dike along the western shoreline of Lake Boudreaux; construction and maintenance of a rock riprap choke down section; and construction and maintenance of an earthen canal plug.
The project has a twenty (20) year economic life, which began in November 2009. The principal project features include:

Northern Section
- Marsh Creation (122 acres)
- Foreshore Rock Dike (5,350 Linear Feet)
- Earthen Containment Dike (10,519 Linear Feet)

Central Section
- Marsh Creation (38 acres)
- Foreshore Rock Dike (2,140 Linear Feet)
- Earthen Containment Dike (5,398 Linear Feet)

Southern Section
- Marsh Creation (60 acres)
- Foreshore Rock Dike (4,957 Linear Feet)
- Earthen Containment Dike (8,636 Linear Feet)

Other Features
- Earthen Plug
- Choke Down Section (Rock Riprap)

2. CONSTRUCTION COMPLETION

The West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) completion report is included in Attachment III of this Plan. Within this completion report is a summary of information and significant events including: project personnel, final as-built project features and benefitted acres, construction cost and CWPPRA project estimates, construction oversight cost, construction activities and change orders, pipeline and utility crossing owner information, and other significant milestone dates and comments.

The project “As-Built” construction drawings updated with all field changes and modifications that occurred during construction 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 of Federal and State permits may be required.
4. **ITEMS REQUIRING OPERATION, MAINTENANCE, AND REHABILITATION**

The following completed, structural components jointly accepted by CPRA and USFWS will require operation, maintenance, repair, and/or rehabilitation throughout the twenty (20) year life of the project.

**Foreshore Rock Dike**

Three segments of foreshore rock dike were constructed along the western shoreline of Lake Boudreaux. The dikes were constructed using rock riprap (ASTM D 6092-97 Riprap R-300) to an elevation of +3.5 feet NAVD88 (vertical tolerance of +0.5 feet) with a 3-foot crest width and 2.5 to 1 side slopes for the northern segment and 2 to 1 side slopes for the central and southern segments. The rock dike segments were constructed upon a geotextile fabric base. Where the rock dike was constructed adjacent to the marsh fill areas, the earthen containment dike was constructed against the marsh-side slope of the rock dike. Galvanized steel settlement plates were installed within the rock dike segments at the locations indicated.

**Northern Segment – 5,350 linear feet, 2.5:1 side slopes**

<table>
<thead>
<tr>
<th>Station</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0+00 – 23+07</td>
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<td>23+07 – 53+47</td>
<td>Rock dike with adjoining earthen containment dike</td>
</tr>
<tr>
<td>53+47 – 54+28</td>
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</tbody>
</table>

**Central Segment – 2,140 linear feet, 2:1 side slopes**

<table>
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</tr>
<tr>
<td>3+41 – 19+46</td>
<td>Rock dike with adjoining earthen containment dike</td>
</tr>
</tbody>
</table>

**Southern Segment – 4,957 linear feet, 2:1 side slopes**

<table>
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<th>Description</th>
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<td>Rock dike only</td>
</tr>
<tr>
<td>1+01 – 52+51</td>
<td>Rock dike with adjoining earthen containment dike</td>
</tr>
<tr>
<td>52+51 – 53+98</td>
<td>Rock dike only</td>
</tr>
</tbody>
</table>

**Earthen Plug**

The earthen plug is located in the northwest corner of an oil and gas access channel off of Lake Boudreaux at the north end of the project area. It was constructed using dredged material from the oil and gas access channel. The plug was constructed to an elevation of +4.0 feet NAVD88 with an 8-foot top width and 3 to 1 side slopes. The plug is approximately 75 feet long.
Choke Down Section
The choke down section is located between the southernmost extent of the northern rock dike segment and the northernmost extent of the central rock dike segment. It consists of a 2-foot thick layer of rock riprap (ASTM D 6092-97 Riprap R-300) constructed across the opening in the shoreline between the northern and central marsh creation areas. The choke down section is approximately 150 feet long (direction along the shoreline) by approximately 75 feet wide and was constructed to reduce scour in that area.

5. OPERATION AND MAINTENANCE BUDGET

The cost associated with the Operations, Maintenance, and Rehabilitation of the features outlined in Section 4 of this plan for the twenty (20) year project life is included and summarized in Attachment VI.

6. OPERATION OF STRUCTURES

No operation is required for this project. (Attachment VII intentionally blank)

7. RESPONSIBILITIES – MAINTENANCE AND REHABILITATION

A. CPRA will:

1. In accordance with the Cost Share Agreement, DNR Agreement No. 2511-02-19 outlined in Attachment I, assume all responsibilities for maintenance and rehabilitation of the accepted, completed project features identified in Section 4.

2. Conduct joint site inspections with USFWS of the project site at least annually and after major storm events if determined to be necessary by CPRA and USFWS. CPRA will submit to USFWS, a report detailing the condition of the project features and recommendations for any corrective action. If CPRA 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. Annual inspection reports may be compiled under attachment VIII - Annual Inspections.

3. Perform or have performed any corrective actions needed, if such corrective actions have been approved by CPRA, USFWS, and the CWPPRA Task Force. USFWS will participate with CPRA, 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 CPRA or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, CPRA or its appointed representative shall provide USFWS with final
copies of all project corrective action designs and specifications for review and concurrence by USFWS. CPRA 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 USFWS. Any plan and/or specification changes both before and after award of construction contracts shall be approved by CPRA in coordination with USFWS.

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

5. Provide the non-Federal contribution towards operation and maintenance activities as specified in the Cost Sharing Agreement between CPRA and USFWS.

B. USFWS will:

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

2. Request funding and authorization from the CWPPRA Task Force for any corrective actions that are deemed necessary by CPRA and USFWS.

3. 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.

4. Provide the Federal contribution towards operations and maintenance activities as specified in the Cost Sharing Agreement between CPRA and USFWS.
The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the West Lake Boudreaux Shoreline Protection and Marsh Creation Project (TE-46) according to this document, referenced Cost Sharing Agreement, plans, and all applicable permits and laws.

UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

By: ____________________________  Title: ____________________________
   Jeffrey D. Weller                      Field Supervisor, Louisiana Ecological Services Office
Date: 10/16/12

COASTAL PROTECTION AND RESTORATION AUTHORITY OF LOUISIANA

By: ____________________________  Title: ____________________________
   ____________________________          Operations Division Chief
Date: 11/13/12
ATTACHMENT I

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

COST SHARING AGREEMENT
COST SHARE AGREEMENT

BETWEEN

U.S. DEPARTMENT OF THE INTERIOR-FISH AND WILDLIFE SERVICE

AND

THE STATE OF LOUISIANA

FOR PLANNING, ENGINEERING AND DESIGN, CONSTRUCTION, OPERATION,
MAINTENANCE, REHABILITATION AND MONITORING OF THE
WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION
PROJECT

(TE-46)

THIS AGREEMENT, entered into this 3rd day of April, 2002 by and
between the U.S. Department of the Interior, represented by the Fish and Wildlife Service (FWS), acting
by and through the Regional Director, Region 4, and the State of Louisiana, acting by and through the
Secretary, Department of Natural Resources, (hereinafter referred to as “DNR”).

WITNESSETH, THAT:

WHEREAS, expenditure of Phase I funding for the West Lake Boudreaux Shoreline Protection
and Marsh Creation Project (TE-46) was authorized by the Coastal Wetlands Planning, Protection, and
Restoration Act (hereinafter referred to as “CWPPRA”) of 1990, 16 U.S.C. Section 3951 et seq., (Public
Law 101-646, Title III), and for local sponsorship by the Louisiana Coastal Wetlands Conservation and
Restoration Plan, by the State of Louisiana in January 2002; and,

WHEREAS, upon successful completion of Phase I, expenditure of Phase II funding for the
West Lake Boudreaux Shoreline Protection and Marsh Creation Project may be authorized by the
Louisiana Coastal Wetlands Conservation and Restoration Task Force (hereafter referred to as the “Task
Force”);

WHEREAS, the State’s Coastal Wetlands Conservation Plan was approved on November 30,
1997; all costs incurred on or after December 1, 1997 are shared at eighty-five percent (85%) Federal
and fifteen percent (15%) non-Federal;
WHEREAS, Section 303(c) of CWPPRA states that the Secretary of the Army shall not fund the identified project unless said project is subject to such terms and conditions necessary to ensure that wetlands restored, enhanced, or managed through the project will be administered for the long-term conservation of such lands and waters and dependent fish and wildlife populations; and,

WHEREAS, FWS is authorized by federal law to enter a cost-sharing agreement with DNR to provide financial cost-share assistance for the construction, operation, maintenance, rehabilitation, and monitoring of the project; and,

WHEREAS, La. R.S. 49:213 and La. R.S. 49:214 state that the Secretary of DNR may enter into cost-sharing agreements with the federal government in order to conserve, restore, create, and enhance vegetated wetlands in coastal Louisiana in accordance with prescribed legislative oversight; and,

WHEREAS, DNR has agreed to pay 5% of the total Project(s) cost in actual cash and the remaining balance of its share in the form of in-kind contributions; and,

WHEREAS, DNR is willing to participate in cost-sharing and financing in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For the purposes of this Agreement:

a. The term “Project” shall mean the work authorized by Congress as specified above for the construction of the TE-46 West Lake Boudreaux Shoreline Protection and Marsh Creation Project. The TE-46 Project is located in Terrebonne Parish. The Project’s objectives are to: halt erosion of the west Lake Boudreaux shoreline; maintain the productive shallow open-water /SAV habitat located behind the western shoreline of Lake Boudreaux; create 121 acres of marsh and nourish 85 acres of marsh along the western shoreline of Lake Boudreaux.

b. The term “total Project costs” shall mean all costs incurred by DNR and FWS directly related to implementation of the Project. Such costs shall be those costs incurred after January 16, 2002; and which shall include, but not necessarily be limited to, the following: engineering and design costs; lands, easements, servitudes, and rights-of-way costs; project construction costs; construction management costs; relocation costs; pre-construction, construction, and post-construction monitoring costs; operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) costs; supervision and administration costs; hazardous and toxic waste investigation costs; cultural resources investigation costs; and NEPA documentation studies cost.

c. The term “total first costs” shall mean all costs incurred by DNR and FWS directly related to completion of the construction phase of the project as identified in the official CWPPRA
authorization document prepared by the CWPPRA Task Force January 16, 2002 and submitted to Congress.

d. The term “period of construction” shall mean the time from the advertisement of the first construction contract to the time that the Contracting Officer certifies to DNR that construction of the entire project is complete. The Contracting Officer shall furnish to DNR copies of the government’s written Notice of Acceptance of Complete Work furnished to contractor(s) for all contracts for the Project.

e. The term “Contracting Officer” shall mean the FWS Regional Director, Region 4, or his designee.

f. The term “relocations” shall mean the preparation of plans and specifications for, and the accomplishment of any alteration, modification, lowering or raising in place, and/or a new construction related to, but not limited to, existing: buildings, pipelines, public utilities (such as municipal water and sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by FWS and DNR to be necessary for the construction, operation, maintenance, monitoring, and rehabilitation of the Project.

g. The term “utility” shall mean pipelines, cables, and similar facilities.

h. The term “fiscal year” shall mean one fiscal year of the United States Government, unless otherwise specifically indicated. The Government fiscal year begins on October 1 and ends on September 30.

i. The term “construction management costs” shall mean costs incurred by FWS directly supervising and administering construction contracts, to include related overhead costs, as specified in applicable contracting regulations.

j. The term “Project Monitoring Plan” shall mean a plan jointly developed and approved by DNR and FWS specifically for the Project which identifies all monitoring requirements, parameters and procedures. DNR will be responsible for collection of monitoring data and assimilation as part of the local cost-share responsibilities. Monitoring will be conducted for the expected life of the Project or as agreed by FWS and DNR.

k. The term “maintenance” shall mean any action completed after the construction period that is required to maintain the Project at “as built” standards, and costing less than twenty percent (20%) of the original construction cost.

l. The term “rehabilitation” shall mean any action completed after the construction period that is required to maintain the Project at “as built” standards, and costing twenty percent (20%) or more of the original construction cost.
m. The term “Operation, Maintenance Repair, Replacement, and Rehabilitation (OMRR&R) Plan” shall be a plan jointly developed and approved by FWS and DNR upon completion of the Project and prior to acceptance by DNR of the completed Project or functional portion of the Project. The OMRR&R Plan will address specific items, including any related landrights issues, with estimated costs, to be performed throughout the expected life-span of the Project and will be revised periodically to reflect actual needs.

n. The term “operation, maintenance, repair, replacement, and rehabilitation costs” shall mean all costs incurred by DNR and FWS related to operating, maintaining, and rehabilitating the final accepted Project. Specific requirements and responsibilities shall be identified and mutually accepted by both parties in an “Operations, Maintenance, Repair, Replacement and Rehabilitation Plan”.

o. The term “obligation” refers to amount of orders placed, contracts awarded, services rendered, or other commitments made during a given period which will require outlay during the same or some future period.

p. The term “engineering and design costs” shall mean all costs incurred by DNR and FWS related to the development, approval, and acceptance of detailed engineering and design plans, specifications, and Project bid documents. This will also include all supervision and administrative costs associated with the engineering and design phase of the Project and will terminate with the award of a Project construction contract.

q. The term “monitoring costs” shall mean all costs by DNR and FWS in developing and implementing the Project Monitoring Plan to evaluate the effectiveness of the Project in reaching Project objectives. This shall include, but not be limited to, such items as plan development and review, conducting pre- and post-construction monitoring procedures, collection and evaluation of data, and preparation of monitoring reports with interpretation for future project application.

r. The term “functional portion of the Project” shall mean a completed portion of the Project as determined by the Contracting Officer and DNR in writing to be suitable for tender to DNR for operation and maintenance in advance of completion of the entire Project. To be suitable for tender, the Contracting Officer must determine that the completed portion of the Project can function independently and for a useful purpose, although the balance of the Project is not complete.

s. The term “life of the Project” shall mean the next twenty (20) years starting at the date of acceptance of the final Project, or functional portion of the Project, as provided in Article V.e. of this Agreement.

t. The term “Phase I” shall include, but not be limited to, a determination of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, Monitoring Plan Development, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate.
u. The term “Phase II” shall mean Construction, Post-construction Biological Monitoring, OMRR&R and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision, Inspection.

v. The term “CWPPRA Project Standard Operating Procedures Manual” shall mean the standard procedures to be used by FWS and the State in the management of the Project. These standard procedures shall not supersede nor invalidate any rules or regulations internal to FWS or the State.

ARTICLE II – OBLIGATIONS OF THE PARTIES

a. No federal funds may be used to meet the DNR share of Project costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the granting agency.

b. DNR shall:

1. Over the life of the Project, fund a total contribution equal to the non-federal share of the total Project costs, including a minimum cash contribution of five percent (5%) of the total Project costs. Said contribution will include cash and/or credit granted from land rights, easements, servitudes, and rights-of-way obtained through or owned by DNR, or relocations credit granted for Project features furnished by DNR, and all administrative and management costs required by DNR to fulfill the obligations specified in this Agreement including pre- and post- construction Project monitoring, permitting coordination, geotechnical investigation, engineering services, land rights amendment processing and or acquisition, maintenance, operation, and/or rehabilitation responsibilities accepted by DNR.

2. Prior to advertisement of each construction contract, and as further specified in Article VI.b.2. hereof, provide a minimum cash contribution of five percent (5%) of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract.

3. Prior to the advertisement of each construction contract, and as further specified in Article VI.b.2. hereof, provide a contribution equal to the non-federal share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract. Said contribution will include cash and/or credit granted from land rights, easements, servitudes, and rights-of-way obtained through or owned by DNR, or relocations credit granted for Project features furnished by DNR, administrative and management costs, and any engineering and/or ecological, biological, or hydrological review evaluations required by DNR to fulfill the obligations specified in this Agreement.

4. Implement the Project Monitoring Plan in accordance with procedures jointly developed with FWS and, as further specified in Article VIII, to assure the performance of the long-term monitoring requirements.
5. Provide specific engineering services associated with the Project, subject to the cost-sharing provisions, and as mutually agreeable to both DNR and FWS, or its engineering representative. Specific engineering services to be provided by DNR may include design surveys, plan preparation, post-construction surveys, etc. All such services will be approved by and subject to the supervision and guidance of FWS engineering representatives.

6. Acquire all land rights, servitudes, rights-of-way, easements, and material borrow and dredged material disposal areas associated with the Project which are determined to be on lands or waters that are not federally owned or federally controlled, subject to cost-sharing terms previously identified above.

7. Jointly develop an OMRR&R Plan with FWS which will identify specific long-term maintenance, operation, repair, replacement and rehabilitation requirements. Said plan will be developed upon completion of the Project features in accordance with Article L.m., and will be reviewed and modified as necessary after an evaluation conducted by DNR, with FWS participation, within 12-18 months following completion of construction.

8. Provide for non-federal share of costs identified in the OMRR&R Plan, according to Articles VI and VIII.a.

9. Assume responsibilities (including engineering, design, and construction services) for OMRR&R of the Project upon acceptance of the completed Project, limited only by the provisions of Article XVI. FWS will reimburse DNR using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 for the federal share of such costs, subject to availability of funds.

10. Participate in a preliminary design review with FWS at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e., CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

c. FWS shall:

1. Over the life of the Project, fund a total contribution equal to the federal share of the total Project costs, including any relocation costs associated with the Project.

2. Prior to the advertisement of each construction contract, FWS shall provide a contribution equal to the federal share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract, including any relocation costs associated with the Project.

3. Except as limited by the provisions of Article VIII.b., and subject to the availability of appropriations, reimburse DNR for the federal share of the approved cost of pre- and post-construction monitoring of the Project upon receipt of the request for reimbursement.
4. Reimburse DNR using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 for the federal share of the actual costs incurred by DNR for project management, geotechnical and engineering services proved for the Project, permitting coordination, and acquiring all land rights (easements, servitudes, and rights-of-way, including suitable borrow material and disposal areas) as determined by FWS to be necessary for Project construction, operation, monitoring, maintenance, and rehabilitation.

5. Acquire all landrights, easements, servitudes and rights-of-way, including suitable borrow and dredged material disposal areas, and fulfill all applicable Federal and state regulatory requirements on federally owned or controlled lands or waters.

6. Participate with DNR on the level of design effort needed to determine the effectiveness of a project in achieving intended environmental benefits.

7. Provide all engineering, design, including but not limited to surveying, geotechnical investigations, hydrological modeling as deemed necessary by DNR and FWS, land services, and construction services, except those mutually agreed as specified in Article II.b.5. and Article II.b.9. associated with the Project, subject to the cost-sharing provisions identified.

8. Participate in a preliminary design review with DNR at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e., CWPPRA Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

9. Provide the federal share of costs identified in the OMRR&R Plan and actually incurred by DNR, subject to the limitations on expenditures set forth in Article XIX.

10. Provide authorized technical services including, but not limited to, obtaining basic information; preparation of drawings, design, and specifications; and performance of layout, inspection services, and quality assurance during construction. The design report, preliminary and final plans must be reviewed by the DNR Project Manager and concurred upon prior to advertisement.

11. Arrange for and conduct final inspection of the completed works of improvement with DNR to determine whether all work has been performed in accordance with the contractual requirements. Based on this determination, accept work from the contractor and notify DNR of acceptance.

12. Participate, with DNR, in an evaluation within 12 - 18 months following the completion of construction to assess OMRR&R needs. FWS will also participate with DNR in any subsequent evaluations as the parties deem necessary to address long-term maintenance, operation, and rehabilitation of the Project.

13. Ensure that all National Environmental Policy Act (NEPA) and regulatory requirements, including permits, for the Project are met.
14. Submit to DNR the completed As-built Surveys/Construction drawings and Construction Completion Report.

ARTICLE III – LAND RIGHTS, FACILITIES, AND PUBLIC LAW 91-646
RELOCATION ASSISTANCE

a. On non-Federal lands, DNR shall acquire all land rights, easements, servitudes, rights-of-way, and material borrow and disposal areas determined to be necessary for construction of the Project and as mutually agreed-to by DNR and FWS. Prior to the advertisement of any construction contract, DNR shall provide certification to FWS that all land rights, easements, servitudes, rights-of-way and material borrow and disposal areas required, have been acquired as part of this Agreement and shall furnish to FWS evidence supporting actual rights-of-way acquired by DNR for Project construction, operation, monitoring, and maintenance.

b. The State shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646) as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR part 24, in acquiring lands, easements, and rights-of-way for construction and subsequent operation, maintenance, and rehabilitation of the project.

c. No title to the property or minerals affected herein are transferred with any easements, servitudes, rights-of-way, and material borrow and disposal areas provided by DNR pursuant to this Agreement. No public rights of ownership shall be transferred and vested in private parties as a result of the Project. Further, any easements, servitudes, rights-of-way, and material borrow and disposal areas shall provide for reasonable access for mineral exploration and development.

ARTICLE IV – VALUE OF LAND RIGHTS AND FACILITIES

a. The value of the land rights, easements, servitudes, and rights-of-way to be included in total Project costs and credited towards DNR’s share of total Project costs will be determined in accordance with the following procedures:

1. The costs associated with securing all land rights, easements, servitudes, and rights-of-way to be acquired by DNR (Article III.a.) shall be the actual costs including, but not limited to, expenses associated with securing legal land rights instruments from all sources (legal reviews, recording fees, etc.) associated with Project activities. An estimate of such costs will be prepared by DNR and approved by FWS for credit allowance as part of the DNR cost-share. Credit allowance for any costs above this estimate must be approved by FWS.

2. Any costs incurred for relocations will be included in total Project costs and will be accomplished as part of Project construction through the agreed cost-share arrangement.
ARTICLE V – CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication between DNR and FWS during the period of construction, DNR and FWS shall appoint representatives to coordinate scheduling, plans, specifications, modifications, contract costs, and other matters relating to construction of the Project.

b. DNR will participate with FWS, or its appointed representative, in the engineering and design phases of the Project. Oversight of engineering and construction of the Project will be the responsibility of FWS or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, FWS, or its appointed representative, shall provide DNR with final copies of all Project designs and specifications for review and concurrence by DNR. FWS, or its appointed representative, and DNR shall concur in the final designs and specifications prior to proceeding with bid solicitations on all project construction contracts. Any plan and/or specification(s) changes, both before and after award of construction contracts, shall be jointly approved by FWS and DNR.

c. The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.

d. The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project; but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify the recommendations.

e. Following completion of the Project, or functional portion of the Project, final acceptance of the Project, or functional portion of the Project, will be jointly made by FWS and DNR. Should the Project, or functional portion of the Project, not meet plan specification objectives, then DNR will have the option to approve modification of the Operation, Maintenance, and Rehabilitation Plan, or to terminate this Agreement. However, both DNR and FWS shall endeavor to modify the Project and/or its Operation, Maintenance, and Rehabilitation Plan to ensure that the original plan specification objectives are achieved.

ARTICLE VI – METHOD OF PAYMENT

a. DNR shall provide the contributions required under Article II of this Agreement. The Task Force has estimated a Phase I cost of $1,322,354 and authorized a maximum Phase I cost of $1,652,943 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I costs. The maximum amount of DNR’s contribution is $247,941. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of $1,652,943 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX. The maximum amount of DNR’s required minimum five percent (5%) cash contribution for Phase I is $82,647. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits. Should the Task Force authorize expenditure of Phase II funding, this Agreement shall be amended in accordance with Article XX.
b. DNR shall provide its required cash contribution in proportion to the rate of federal expenditures in accordance with the following provisions:

1. For purposes of budget planning, FWS shall notify DNR by October 1 of each year of the estimated funds that will be required from DNR to meet its share of total Project costs for the subsequent fiscal year.

2. No later than sixty (60) calendar days prior to the advertisement of each construction contract, FWS shall notify DNR of DNR’s share of that portion of total first costs incurred to date and anticipated to be expended through completion of that construction contract. This amount will include the non-federal share of total first costs in cash and/or credit as described in Article II.b.3., and the minimum cash contribution of five percent (5%) of total first costs as described in Article II.b.2. No later than thirty (30) calendar days thereafter, DNR shall verify to the satisfaction of FWS or its representatives, that it has deposited the requisite amount in an escrow account with interest accruing to DNR.

3. For the second and subsequent fiscal years of Project implementation, no later than sixty (60) calendar days prior to the beginning of the fiscal year, DNR shall make the necessary funds available to FWS through the funding mechanism specified in Article VI.b.2. of this Agreement. As construction of the Project proceeds, FWS shall adjust the amount required to be provided under this paragraph to reflect actual costs.

4. If, at any time during the period of construction, FWS determines that additional funds will be needed from DNR to meet DNR’s required share, FWS shall so notify DNR, and DNR, no later than forty-five (45) calendar days from receipt of such notice, shall make the necessary funds available through the funding mechanism specified in Article VI.b.2. of this Agreement.

c. FWS will draw on the escrow account such sums as FWS deems necessary to cover contractual and in-house fiscal obligations attributable to the Project on an annual basis, as well as costs incurred by FWS prior to the initiation of construction but after January 16, 2002, according to Article I.b.

d. The escrow account will be managed for FWS by the New Orleans District, U.S. Army Corps of Engineers. Funds will be withdrawn from the account and disbursed to FWS as requested.

e. Upon completion of the Project, or termination of this Agreement in accordance with Article XV of this Agreement, and resolution of all relevant contract claims and appeals, FWS shall compute the total Project costs and tender to DNR a final accounting of DNR’s share of total Project costs. In the event that the total contribution by DNR is less than its minimum required share of total Project costs, DNR shall, no later than ninety (90) calendar days after receipt of written notice, make a cash payment to FWS of whatever sum is required to meet its minimum required non-federal share of total Project costs, subject to the availability of appropriations.
f. In the event DNR has made cash contributions in excess of five percent (5%) of total Project costs which result in DNR having provided more than its required share of total Project costs, FWS shall, no later than ninety (90) calendar days after the final accounting is complete, subject to the availability of appropriations, return said excess to DNR; however, DNR shall not be entitled to any refund of the five percent (5%) cash contribution required pursuant to Article II.b.2. of this Agreement.

g. If DNR’s total contribution under this Agreement (including land rights, easements, rights-of-way, relocations, material borrow and disposal areas, and work-in-kind provided by DNR and approved by FWS) exceeds DNR’s required non-federal share of total Project costs, FWS shall verify the actual exceeded costs and direct the U.S. Army Corps of Engineers, subject to the availability of appropriations for that purpose, and the minimum five percent (5%) cash requirement, refund the excess to DNR no later than ninety (90) calendar days after the final accounting is complete.

ARTICLE VII – DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiations or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VIII – MONITORING, OPERATING, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION

a. After FWS has accepted, with the concurrence of DNR, the completed Project, or the functional portion of the Project, DNR shall assume long-term monitoring responsibilities in accordance with the Project Monitoring Plan defined in Article L.j. of this Agreement. At this same time, DNR will also assume responsibilities for operation, maintenance repair, replacement, and rehabilitation (OMRR&R) of the completed Project, or functional portion of the Project, following the recommendations jointly developed and approved by DNR and FWS in the OMRR&R Plan defined in Article L.m. of this Agreement. These responsibilities will remain in effect for the expected life of the Project which is twenty (20) years from the date of acceptance of the completed Project unless otherwise agreed to by FWS and DNR.

b. DNR grants FWS the right to enter, at reasonable times and in a reasonable manner, upon land which it owns or maintains access easements to the Project, for the purpose of inspection related to monitoring; and OMRR&R of the Project. If an inspection shows that DNR, for any reason, is failing to fulfill its obligations under this Agreement, FWS will send a written notice to DNR concerning a need for compliance. If DNR persists in such failure for ninety (90) calendar days after receipt of this notice, then FWS shall have a right to cancel the federal assistance portion of this Agreement for any additional expenses related to monitoring, and OMRR&R costs of the Project.
ARTICLE IX – MAINTENANCE OF RECORDS

FWS and DNR shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Project costs. FWS and DNR shall maintain such books, records, documents and other evidence for a minimum of three (3) years after completion of construction, operation, maintenance, repair, replacement, rehabilitation, and monitoring of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE X – GOVERNMENT REVIEW OF RECORDS

FWS shall have the right to conduct an audit, when appropriate, of DNR’s records for the Project to ascertain the reasonableness and allowability of its costs for inclusion as credit against the non-federal share of Project costs.

ARTICLE XI – STATE REVIEW OF RECORDS

DNR shall have the right to conduct an audit, when appropriate, of FWS’ records for the Project to ascertain the reasonableness and allowability of its costs for inclusion as credit against the federal share of Project costs.

ARTICLE XII – RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

ARTICLE XIII – OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV – COVENANT AGAINST CONTINGENT FEES

DNR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by DNR for the purpose of securing business. For breach or violation of this warranty, FWS shall have the right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
ARTICLE XV – TERMINATION OR SUSPENSION

a. If FWS or DNR fails to receive annual appropriations for the Project in amount sufficient to meet Project expenditure for the then-current or upcoming fiscal year, FWS or DNR shall so notify the other Party. After sixty (60) calendar days from such notification either party may elect, without penalty, to terminate this Agreement pursuant to this Article or to defer future performance hereunder; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to final accounting in accordance with Article VI of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as FWS or DNR receives sufficient appropriations or until either party elects to terminate this Agreement.

b. Except as provided in paragraph (a) above, if at any time DNR fails to make the payments required under this Agreement, FWS shall terminate or suspend work on the Project until DNR is no longer in arrears, unless FWS determines that continuation of work on the Project is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-federal interests in connection with the Project. DNR shall not be liable for any future payments should FWS continue work on the Project, but shall remain liable for obligations previously incurred.

ARTICLE XVI – OBLIGATIONS OF FUTURE APPROPRIATIONS

Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the legislature of the State of Louisiana when obligating future appropriations would be inconsistent with the State’s constitutional or statutory limitations.

ARTICLE XVII – NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to DNR:

Secretary, Department of Natural Resources
P.O. Box 94396
Baton Rouge, LA 70804-9396

If to FWS:

Regional Director
U.S. Fish and Wildlife Service
1875 Century Boulevard
Atlanta, Georgia 30345

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIX - PROJECT COST LIMITS

a. The Task Force will finance the Project in two phases. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, Monitoring Plan Development, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. The Task Force estimated Phase I cost for this Project at $1,322,354. To provide flexibility in Phase I of the Project, the Task Force has authorized a maximum Phase I cost of 125% of the estimated Phase I cost or $1,652,943 for this particular Project. This is the total funding and obligation for FWS and the State until Phase II funding is approved. Any cost in excess of this maximum total Phase I cost is subject to Task Force approval and amendment of this Agreement, as provided in Article XX. The 125% budget for Phase I by funding category includes the following:

1. E & D (including supervision & administration) \$1,486,414
2. Easements and Landrights \$138,314
3. Pre - Construction Monitoring \$28,215
Total \$1,652,943

b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 125% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and DNR may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS Regional Director and the DNR Secretary. Work on that particular funding category shall thereafter resume.

c. After Phase I has been substantially completed, the Task Force may authorize expenditure of Phase II funding. This process will be accomplished as specified in the CWPPRA Project Standard Operating Procedures Manual. This Agreement shall then be amended in accordance with the provisions
of Article XX to include the total Phase II costs and the initial fund obligation of Phase II which consists of Construction, the purchase of real estate, and the first three (3) years of Post- construction Biological Monitoring, and OMRR&R. Construction includes Project Management, Contract Management, Construction Supervision, and Inspection.

d. Post-construction Biological Monitoring and OMRR&R costs and fund obligations beyond the initial first three (3) year funding obligation will be in accordance with Section 6.j. of the CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

ARTICLE XX – AMENDMENTS TO BE IN WRITING

This Agreement may be modified by agreement of the parties, in accordance with the provisions of CWPPRA and applicable federal and state regulations. All such amendments, modifications, revisions, and/or changes to this Agreement must be made in writing and acknowledged by signature of the authorized representatives of all parties of this Agreement. All such amendments, modifications, revisions, and/or changes to this Agreement shall be subject to review and approval by the Division of Administration, State of Louisiana.

ARTICLE XXI – EQUAL OPPORTUNITY AND CIVIL RIGHTS

The program or activities conducted under this Agreement will be in compliance with the nondiscrimination provisions contained in the following Federal anti-discrimination laws: (1) Titles VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), as amended; (2) the Civil Rights Restoration Act of 1987 (Public Law 100-259); (3) the Civil Rights Act of 1991 (Public Law 102-166), as amended; (4) Executive Order 11478, as amended; (5) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended; (6) Title II of the Americans with Disabilities Act of 1990 (PL 101-336); (7) the Age Discrimination in Employment Act (PL 93-259), as amended; (8) Age Discrimination Act of 1975 (PL 94-135); (9) Equal Pay Act; (10) Title IX of the Education Amendments of 1972, as amended; and (11) other Federal statutes that prohibit discrimination. They will also be in accordance with nondiscrimination regulations of the Secretary of Interior (43 CFR 17). The program or activities conducted under this Agreement will provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, handicap or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Departments of Interior or any agency thereof.

ARTICLE XXII – SURVEY

Prior to commencement of any construction activities, FWS or the Office of Coastal Restoration and Management of DNR, at the option of DNR, shall (1) cause to be conducted, a survey to determine the highest tide during winter season or such other time which will indicate the extent of State ownership existing prior to commencement of any restoration activities, or (2) obtain aerial photographs or satellite images of the project area taken within one (1) year prior to commencement of the restoration activity, or (3) acquire such other information as is acceptable to DNR to indicate the extent of State ownership.
Any costs associated with this Article are considered a part of total Project costs and shall be cost-shared according to the terms previously identified.

ARTICLE XXIII – FEDERAL AND STATE LAWS

a. In exercise of DNR's rights and obligations hereunder, DNR agrees to comply with all applicable Federal and State laws and regulations.

b. FWS agrees to comply with all applicable Federal and State of Louisiana laws and/or regulations, unless state law and regulations are preempted by federal law.

ARTICLE XXIV – FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the Louisiana legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION
PROJECT TE-46

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 3rd day of April, 2002, before the undersigned witnesses.

U.S. DEPT. OF INTERIOR
FISH AND WILDLIFE SERVICE
SERVICE

BY:  
Sam D. Hamilton
Regional Director

STATE OF LOUISIANA

BY:  
Jack C. Caldwell, Secretary
Louisiana Department of
Natural Resources

WITNESSES:

Peggy S. Hardwick

J. Michael

Li Cheminé

WITNESSES:

Suzanne Terrell

Julia Reajard

Kären G. Lewis
CERTIFICATE OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U.S. Department of Interior-Fish and Wildlife Service and the State of Louisiana in connection with the WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46), Terrebonne, Parish, LA, and that the persons who have executed this Agreement on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 9th day of April, 2002.

[Signature]
Warren A. Fleet
General Counsel
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DATE: 4/3/02

JACK CALDWELL, Secretary
Department of Natural Resources
State of Louisiana
STATE OF GEORGIA

COUNTY OF DEKALB

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said County and State aforesaid, on this 15th day of May 2002, personally came and appeared Sam D. Hamilton who declared that he is the Regional Director of the U.S. Department of the Interior, Fish and Wildlife Service, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

[Stamp]
NOTARY PUBLIC

My commission expires: November 23, 2003
(SEAL)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 3rd day of April 2002, personally came and appeared Jack C. Caldwell, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

[Stamp]
NOTARY PUBLIC

My commission expires: until life
(SEAL)
AMENDMENT NO. 1

TO

COST SHARING AGREEMENT

BETWEEN

U.S. DEPARTMENT OF INTERIOR - FISH AND WILDLIFE SERVICE

AND

STATE OF LOUISIANA

FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION

TE-46

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 3rd day of April, 2002, by and between the U.S. Department of Interior, represented by the Fish and Wildlife Service (hereinafter referred to as “FWS”), acting by and through the Supervisor, Louisiana Field Office, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources (hereinafter referred to as “DNR”), which allows for the Cost Sharing Agreement to be amended in writing.

Therefore,

WITNESSETH THAT:

WHEREAS, Phase I categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed; and,

WHEREAS, expenditure of Phase II for the West Lake Boudreaux Shoreline Protection and Marsh Creation TE-46 was authorized by the PL 101-646 Task Force February 8, 2006.

NOW THEREFORE, the following Articles and Paragraphs are amended as follows:

1. ARTICLE VI – METHOD OF PAYMENT

Paragraph “a.” contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:
“a. DNR shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of $1,322,354 and a Phase II cost of $14,654,600 for a total amount of $15,976,954.

To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the Phase I and Phase II costs. The maximum amount of DNR’s contribution for Phase I is $198,353 and for Phase II is $2,198,190 the total of which is $2,396,543. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of $1,322,354 or the Phase II cost of $14,654,600 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The amount of DNR’s required minimum five percent (5%) cash contribution for Phase I is $66,117 and Phase II is $732,730. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS.”

2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph “a.” contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

“a. The PL 101-646 Task Force has financed Phase I at an estimated cost of $1,322,354 and the Phase II at an estimated cost of $14,654,600 for a total cost of $15,976,954. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, the first three (3) years of Operation, Maintenance and Rehabilitation and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of these total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The budget for each Phase by funding category includes the following:

PHASE I

1. E&D (including supervision & administration) $ 776,688
2. Easements and Landrights $ 110,651
3. Pre-Construction Monitoring $ 22,572
4. DNR Administration $ 205,344
5. FWS Administration $ 205,344
6. Corps Project Management $ 1,755

Total Phase I $1,322,354
PHASE II

1. Construction (including Project & construction management and construction supervision & inspection) $10,180,530
2. Contingency $2,431,900
3. Easements and Landrights $0
4. FWS Administration $247,709
5. DNR Administration $247,709
6. Post-Construction Monitoring $0
7. Operation, Maintenance and Rehabilitation $1,543,213
8. U.S. Corps of Engineers Project Management $3,539

Total Phase II $14,654,600

Paragraph "b." contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

"b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and DNR may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase I and Phase II costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS Supervisor, Louisiana Field Office and the DNR Secretary. Work on that particular funding category shall thereafter resume."
WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this 28th day of March, 2006, before the undersigned witnesses.

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
BY: Russell C. Watson
Supervisor
Louisiana Field Office

THE STATE OF LOUISIANA
BY: Scott A. Angelle, Secretary
Louisiana Department of Natural Resources

WITNESSES:

Robert Dubois
Katherine D. Francis
Karin Seilhan

WITNESSES:

Suzanne Terrel
Julia Pajot
Karen Y. Lewis
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

DATE: March 28, 2010

Scott A. Angelle, Secretary
Department of Natural Resources
State of Louisiana
CERTIFICATION OF AUTHORITY

Isaac Jackson

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U. S. Fish and Wildlife Service and the State of Louisiana in connection with the WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46), Terrebonne Parish, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 30th day of March, 2006.

Isaac Jackson, Jr.
General Counsel
STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 14th day of May, 2006, personally came and appeared Russell C. Watson who declared that he is the Supervisor of the U.S. Department of Interior, Fish and Wildlife Service, Louisiana Field Office that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

[Signature]
NOTARY PUBLIC
[Seal]

My commission expires: With Life
(SEAL)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 28th day of March, 2006, personally came and appeared Scott A. Angelle, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted by him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

[Signature]
NOTARY PUBLIC
Monique Edwards  LS4A-17550
Executive Counsel

My commission expires: Life
(SEAL)
AMENDMENT NO. 2

TO

COST SHARING AGREEMENT

BETWEEN

U.S. DEPARTMENT OF INTERIOR - FISH AND WILDLIFE SERVICE

AND

STATE OF LOUISIANA

FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION

TE-46

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 3rd day of April, 2002, by and between the U.S. Department of Interior, represented by the Fish and Wildlife Service (hereinafter referred to as “FWS”), acting by and through the Supervisor, Louisiana Field Office, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources (hereinafter referred to as “DNR”), which allows for the Cost Sharing Agreement to be amended in writing.

Therefore,

WITNESSETH THAT:

WHEREAS, Phase I categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed; and,

WHEREAS, expenditure of Phase II for the West Lake Boudreaux Shoreline Protection and Marsh Creation TE-46 was authorized by the PL 101-646 Task Force February 8, 2006.

WHEREAS, Phase II Increment I cost for construction of the West Lake Boudreaux Shoreline Protection and Marsh Creation TE-46 was authorized for an increase of $1,916,859 by the PL 101-464 Task Force February 15, 2007.
NOW THEREFORE, the following Articles and Paragraphs are amended as follows:

1. **ARTICLE VI – METHOD OF PAYMENT**

   Paragraph “a.” contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

   “a. DNR shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of $1,322,354 and a Phase II cost of $16,571,459 for a total amount of $17,893,813.

   To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the Phase I and Phase II costs. The maximum amount of DNR’s contribution for Phase I is $198,353 and for Phase II is $2,485,719 the total of which is $2,684,072. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of $1,322,354 or the Phase II cost of $16,571,459 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The amount of DNR’s required minimum five percent (5%) cash contribution for Phase I is $66,118 and Phase II is $828,573. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS.”

2. **ARTICLE XIX – PROJECT COST LIMITS**

   Paragraph “a.” contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

   “a. The PL 101-646 Task Force has financed Phase I at an estimated cost of $1,322,354 and the Phase II at an estimated cost of $16,571,459 for a total cost of $17,893,813. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, the first three (3) years of Operation, Maintenance and Rehabilitation and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of these total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The budget for each Phase by funding category includes the following:

   **PHASE I**

   1. E&D (including supervision & administration) $776,688
   2. Easements and Landrights $110,651
3. Pre-Construction Monitoring $ 22,572  
4. DNR Administration $ 205,344  
5. FWS Administration $ 205,344  
6. Corps Project Management $ 1,755  

**Total Phase I** $1,322,354  

**PHASE II**  
1. Construction (including Project & construction management and construction supervision & inspection) $11,621,419  
2. Contingency $ 2,792,124  
3. Easements and Landrights $ 0  
4. FWS Administration $ 247,709  
5. DNR Administration $ 247,709  
6. Post-Construction Monitoring $ 0  
7. Operation, Maintenance and Rehabilitation $ 1,658,959  
8. U.S. Corps of Engineers Project Management $ 3,539  

**Total Phase II** $16,571,459  

Paragraph “b.” contained in the April 3, 2002 Agreement is deleted in its entirety and the following is substituted therefor:  

“b. If, at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. FWS and DNR may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase I and Phase II costs exceeding the maximum total cost defined in Article XIX.a. of this Agreement. Such agreement regarding transferring funds from one category to the other shall be made by letter agreement confirmed by the mutual written approval of both the FWS Supervisor, Louisiana Field Office and the DNR Secretary. Work on that particular funding category shall thereafter resume.”
WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this 18th day of July, 2007, before the undersigned witnesses.

U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
BY: James F. Boggs
Acting Field Office Supervisor
Louisiana Field Office

THE STATE OF LOUISIANA
BY: Scott A. Angelle, Secretary
Louisiana Department of Natural Resources

WITNESSES:

Robert O. Lutz

Dena Winstead

Daniel Pantel

WITNESSES:

Suzanne Terrell
Julie Ratcliff
Karen Y. Lewis

Karen Y. Lewis
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

DATE: July 18, 2007

Scott A. Angelle, Secretary
Department of Natural Resources
State of Louisiana
CERTIFICATION OF AUTHORITY

I, Isaac Jackson, Jr., do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the U. S. Fish and Wildlife Service and the State of Louisiana in connection with the WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION PROJECT (TE-46), Terrebonne Parish, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 6th day of __________, 2007.

Isaac Jackson, Jr.
General Counsel
STATE OF LOUISIANA  
PARISH OF LAFAYETTE  

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this __th__ day of ____________, 2007, personally came and appeared James F. Boggs who declared that he is the Acting Supervisor of the U.S. Department of Interior, Fish and Wildlife Service, Louisiana Field Office that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

(My commission expires: __________________________  
(SEAL)  

NOTARY PUBLIC  
ID# 54334)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this __th__ day of ____________, 2007, personally came and appeared Scott A. Angelle, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted by him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

(My commission expires: __________________________  
(SEAL)  

NOTARY PUBLIC  
 Isaac Jackson  
 General Counsel

James J. Devitt, III  
Notary No. 8973  
State of Louisiana  
Commissioned for Life
ATTACHMENT II

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION
(TE-46)

PROJECT FEATURES
ATTACHMENT III

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

PROJECT COMPLETION REPORT
PROJECT COMPLETION REPORT

PROJECT NAME: West Lake Boudreaux Shoreline Protection and Marsh Creation

CWPPRA/STATE PROJECT NO.: TE-46

Report Date: May 3, 2012

BY: Charles Slocum

1. Project Managers/Contracting Officer:

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPRA Project Manager</td>
<td>Andrew Beall</td>
<td>(225) 342-1952</td>
</tr>
<tr>
<td>CPRA Construction Project Manager</td>
<td>Brian Babin</td>
<td>(985) 447-0956</td>
</tr>
<tr>
<td>CPRA Monitoring Manager</td>
<td>Todd Hubbell</td>
<td>(985) 447-0985</td>
</tr>
<tr>
<td>Federal Agency Project Manager</td>
<td>Robert Dubois - USFWS</td>
<td>(337) 291-3127</td>
</tr>
<tr>
<td></td>
<td>John Jurgensen - NRCS</td>
<td>(318) 473-7694</td>
</tr>
<tr>
<td>Federal Agency Contracting Officer</td>
<td>Ralph Broome</td>
<td>(318) 473-7781</td>
</tr>
</tbody>
</table>

2. Location and description of projects as approved for construction by Task Force.

The West Lake Boudreaux Shoreline Protection and Marsh Creation (TE-46) project is located in Terrebonne Parish along the western side of Lake Boudreaux, south of Bayou Butler and east of Bayou Grand Caillou. The project's objectives include: reducing erosion of the west Lake Boudreaux shoreline to protect 80 acres of emergent marsh and submerged aquatic vegetation (SAV); maintaining the shallow, open water habitat, including its SAV, located west of the lake rim; and creating 284 acres of marsh along the southwestern shoreline of Lake Boudreaux and at interior marsh sites through the deposition of dredged material. Containment dikes will be used to hold the dredged material in the marsh creation areas. The borrow site, from where the dredged material will be extracted, will be located in Lake Boudreaux east of the project site. In an effort to lessen or halt shoreline erosion, 13,000 linear feet of rock dike will be constructed in three sections along the western shoreline of Lake Boudreaux, from Hog Point south to Hog Point Canal. This will include “fish dips” for the exchange of material, nutrients, and organisms between the interior marsh and the lake's main body. Elsewhere, an earthen plug will be constructed to prevent unwanted water exchange. The project also calls for construction of 4,000 linear feet of earthen dike. In addition, existing openings will be enlarged and/or new openings created in the pumping station spoil bank to facilitate the exchange of water and organisms between the project area's north and south ponds.

3. Final, as-built features, boundaries and resulting acreage (use attachments if necessary).

Project features consist of the following:
1) 11,644 linear feet of shoreline protection in two sections along the western shoreline of Lake Boudreaux. The structure was built in 2 to 3.5 feet of water and between 0 to 100 feet from shore. A gap, approximately 100 feet wide, was left open for fish access.
2) Lake-bottom sediments were hydraulically dredged to create 124 acres of marsh.
3) Created marsh was planted with marshhay cordgrass and seashore paspalum within the first year.
4) One earthen plug to reduce water exchange between Lake Boudreaux and marsh located in the northern portion of the project area.
5) Enlarge existing openings and create new openings in the pumping station canal spoil bank to facilitate water exchange between the north and south ponds.

The exact location and construction dimensions of the project can be seen in the attached “As Built” drawings.

Actual Benefitted Acres: 277 Acres

---

1To be filled out at construction completion by either the CPRA Construction Project Manager or the Federal Agency Contracting Officer depending on which organization had lead role for construction of project.
### 4. Key project cost elements

<table>
<thead>
<tr>
<th>Construction</th>
<th>CWPPRA Project Cost Estimates**</th>
<th>Cost Incurred as of Construction Completion</th>
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<tbody>
<tr>
<td>E &amp; D</td>
<td>$1,604,682.00</td>
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<td>Landrights</td>
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<tr>
<td>Monitoring</td>
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<td>$14,255.31</td>
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<tr>
<td>O &amp; M</td>
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<td><strong>Total</strong></td>
<td>$17,897,263.00</td>
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** Most recent estimate from CWPPRA Project estimates Report produced by USACOE.

### 5. Items of work

<table>
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<tr>
<th>Item No.</th>
<th>Work</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Estimated Unit Price</th>
<th>Estimated Amount</th>
<th>Unit Bid Price</th>
<th>Bid Amount</th>
<th>Final Quantity</th>
<th>Final Amount</th>
<th>% Over/ Under</th>
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<td>1</td>
<td>Mobilization and Demobilization</td>
<td>1 Job</td>
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<td>$300,000.00</td>
<td>$2,220,000.00</td>
<td>$2,220,000.00</td>
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<td>$2,220,000.00</td>
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<td>5</td>
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<td>9</td>
<td>Metal Fabrication, Settlement Plates</td>
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<td>10</td>
<td>Earthfill, Earthen Plug</td>
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<td>12</td>
<td>Identification Markers and Plaques, Permanent Warning Signs</td>
<td>4 EA</td>
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| Total Estimate | $7,800,550.00 | Total Bid | $13,167,000.00 | $13,167,000.00 |

** Modifications **

**M1** This mod is to remove drawing sheet 4of 65 and replace with drawing sheet 4M1 of 65

| Total Modification #1 | $0.00 |

**M2** This mod is to Increase CLIN 12 from 4 to 5 and dollar value from $17,000.00 to $21,250.00 - Revise Construction Specification 7 - Remove and replace drawing sheets

| Total modification #2 | $4,250.00 |

**M3** Adds CLIN 13

| Total Modification #3 | $12,650.00 |

**M4** Increase the quantity of geotextile by 6,150 SY

| Total Modification #4 | $54,120.00 |

**M5** This mod removes the requirement to use nuclear meter from the contract

| Total Modification #5 | $-21,403.00 |

**M6** This mod add CLIN 14 to the contract
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<th>Excavation South Floatation Channel</th>
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<th>$180,500.00</th>
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<tr>
<td>M7</td>
<td>This is a no cost mod to eliminate crossing of the pipeline</td>
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<td>M8</td>
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<td>5A</td>
<td>Excavation, Marsh Creation Dredging</td>
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<td>Administrative mod to correct the dollar amount of the contract</td>
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<td>5B</td>
<td>Excavation, Marsh Creation Dredging</td>
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<td>15</td>
<td>Marsh Repairs</td>
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<tr>
<td>M11</td>
<td>To deobligate and close out contract</td>
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<tr>
<td>6. Construction and construction oversight</td>
<td>Inland Dredging Co., LLC</td>
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<tr>
<td>Subcontractor</td>
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<td>Subcontractor</td>
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<tr>
<th>Const. oversight contractor</th>
<th>Const. amt.</th>
<th>$</th>
<th>Cons. O.S/Admin. agency</th>
<th>Est. amt.</th>
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<tr>
<td>NRCS</td>
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<th>7. Major equipment used.</th>
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<th>AB-4 Spud Barge</th>
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<tbody>
<tr>
<td>4600 Manutowoc Crane</td>
<td>330 Excavator Marsh Buggy (3)</td>
<td></td>
<td></td>
<td>AB-5 Spud Barge</td>
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<tr>
<td>71-B Bucyrus Erie Crane</td>
<td>330 LK Excavator</td>
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<td>Various rock barges</td>
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<td>330-B Bucyrus Erie Crane</td>
<td>24-inch Suction dredge Boat Ingenuity</td>
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<td>88-B Bucyrus Crane</td>
<td>Tug Julie Marie</td>
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</table>

| 8. Discuss construction sequences and activities, problems encountered, solutions to problems, etc. |   |            |            |            |   |            |            |
|----------------------------------------------------------|---|------------|------------|            |---|------------|            |
| The subcontractor Wilco arrived with two marsh buggies and proceeded to build the containment dike starting with the north containment site and then to the central and south sites. Next the subcontractor Manson Gulf brought in a dredge and dug the access channels. Next the subcontractors Choctaw Transportation and Bertucci began to build the rock dike along the west bank of Lake Boudreaux starting at sta. 0+00 and continued up station. After building the containment dike and waiting the required 60 days for dewatering, the contractor brought in the 24 in suction dredge Ingenuity and began filling the containment sites starting with the northern site and working south. After finishing the subcontractor Manson Gulf moved in and backfilled all access channels. |   |            |            |            |   |            |            |
The only major problem encountered was the damage done by Wilco Marsh Buggies. Upon arrival at the site, Wilco tracked through open marsh to get to the northern containment dike. At the end of construction the tracks were filled in with dredge material to the satisfaction of the landowner.

Marsh Creation:
1. Excavate and place spoils as required for containment dike.
2. Place spoil from access flotation.
3. Pump in spoil from borrow area.

Construction of rock riprap dike
1. Excavate and place spoil as required for access flotation.
2. Place geotextile that will be underneath the rock riprap.

Place rock riprap

9. Construction change orders and field changes.

Modification #1: This modification is to the replacement of drawing sheet 4 of 65 with drawing sheet 4M1 of 65. This is a no cost modification result is no net increase to the contract.

Modification #2: This modification allowed adjustment of the containment dike and south marsh creation area as proposed by contractor and increases bid item 12, ID Markers. This modification results in a net increase to the contract of $4,250.00.

Modification #3: This modification allowed for excavation from the interior marsh area to provide material for construction of the earthen containment dikes running parallel to the rock dikes from station 412+50 to 414+25. This modification results in a net increase to the contract of $12,650.00.

Modification #4: This modification allows the quantity of geotextile to be increased by 6,150 SY. This modification results in a net increase to the contract of $54,120.00.

Modification #5: This modification allows by mutual agreement to remove the use of nuclear meter from construction specification 21. This modification results in a net decrease to the contract of ($21,403.00).

Modification #6: This modification allowed 3,000 feet of dredging excavation for floatation access to the remaining 600 feet of the unconstructed rock dike. This modification results in a net increase to the contract of $180,500.00.

Modification #7: This modification is to eliminate the crossing of the pipeline. This is a no cost modification results in no increase to the contract.

Modification #8: This modification was needed to increase line item quantity from 975,000 cy to 1,170,387 cy. This modification results in a net increase to the contract of $683,854.50.

Modification #9: This is an administrative mod to correct the contract dollar amount. This modification results in a net decrease to the contract of ($0.50).

Modification #10: This modification was for mitigation work performed by the contractor as a result of contractor tracking equipment in the marsh area outside the work area. This modification results in a net increase to the contract of $80,000.00.

Modification #11: This mod is to de-obligate remaining balance from contract and close the contract. This modification results in a net decrease to the contract of ($261,926.80).
10. Pipeline and other utility crossings.

<table>
<thead>
<tr>
<th>Structure</th>
<th>Owner</th>
<th>Rep. To Contact</th>
</tr>
</thead>
</table>
| Pipeline   | Crosstex  | Mr. Mike Girard  
311 Paterson Street 
Lafayette, La 70501 
(985) 804-3721 |
| Pipeline   | Gulf South| Mr. Joe Breaux  
110 Park Place Suite 100 
Covington, LA 70433 
(985) 804-3680 |

11. Safety and Accidents.

NONE

12. Additional comments pertaining to construction, completed project, etc.

Construction of all project features is complete and all disputes between NRCS and the contractor have been resolved. Mitigation for damage to adjacent marsh (approximately 1 acre) by marsh buggy has also been resolved by restoring approximately 1 acre of marsh and nourishing nearly 5 acres of marsh with small hydraulic dredge. Last remaining issue is degrading containment dikes, which should be completed in early 2011.

13. Significant Construction Dates: To be filled out by CPRA Construction Project Manager or Contracting Officer for construction for Agency responsible for construction.

<table>
<thead>
<tr>
<th>Date</th>
<th>Bid I.D.</th>
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<tbody>
<tr>
<td>Bid I.D. (Construction, Vegetation, etc.)</td>
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<td>Preconstruction Conference</td>
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<td>Notice to Proceed</td>
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<td>Final Acceptance</td>
<td>10/30/2009</td>
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If different bids are taken, repeat this table to individually reflect each bid and attach tables.

Other significant Project Dates

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<tr>
<td>Project Implementation closeout**</td>
</tr>
<tr>
<td>Start of Preconstruction Monitoring***</td>
</tr>
<tr>
<td>Preconstruction Aerial Photography Acquisition***</td>
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<tr>
<td>Monitoring Plan Completion***</td>
</tr>
</tbody>
</table>

** Final implementation closeout is made by either the CPRA Project Manager or the Federal Agency Contracting Officer depending on which organization had lead role for construction of project.

*** To be completed by CPRA Project Manager.
ATTACHMENT IV

WEST LAKE BOUDREAU SHORELINE PROTECTION AND MARSH CREATION
(TE-46)

AS-BUILT DRAWINGS
WEST LAKE BOUDREAUX
SHORELINE PROTECTION AND MARSH CREATION
PROJECT TE-46
BUILT UNDER
COASTAL WETLANDS, PLANNING, PROTECTION AND RESTORATION ACT
PUBLIC LAW 101-646
BY THE
UNITED STATES FISH AND WILDLIFE SERVICE OF THE
UNITED STATES DEPARTMENT OF INTERIOR WITH THE ASSISTANCE OF
NATIONAL RESOURCES CONSERVATION SERVICE OF THE
UNITED STATES DEPARTMENT OF AGRICULTURE

2006

INDEX TO DRAWINGS

SHEET NO. DESCRIPTION

1 COVER SHEET
2 LANDOWNERS MAP
3 LANDOWNER LISTINGS
4 PROJECT MAP
5 PLAN MAP-ROCK DIKE NORTHERN SEGMENT
6-10 PLAN AND PROFILE-ROCK DIKE NORTHERN SEGMENT
11 PLAN MAP-ROCK DIKE CENTRAL SEGMENT
12 Plan and Profile-ROCK DIKE CENTRAL SEGMENT
13 PLAN MAP-ROCK DIKE SOUTHERN SEGMENT
14 PLAN AND PROFILE-ROCK DIKE SOUTHERN SEGMENT
15-19 TYPICAL SECTION- ROCK DIKE & EARTHEN CONTAINMENT DIKE
20-23 DETAILS- CHOCK DOWN SECTION
24 PLAN MAP- MARSH CREATION NORTHERN SECTION
25 PROFILE A & PROFILE B
26 PROFILE C & PROFILE D
27 PROFILE E & PROFILE F
28 PROFILE G & PROFILE H
29 PROFILE I & PROFILE J
30 PROFILE K & PROFILE L
31 PLAN MAP- MARSH CREATION (NORTHERN SECTION)
32 PROFILE- CENTRAL SECTION CONTAINMENT DIKE
33 PROFILE S1 & PROFILE S2
34 PROFILE S3 & PROFILE S4
35 PLAN MAP- MARSH CREATION SOUTHERN SECTION
36-40 DETAILS- ROCK DIKE AT 4" PIPELINE
41 DETAILS- EARTHEN CONTAINMENT DIKE AT 4" PIPELINE
42 PLAN MAP- BAYOU AREA
43 SETTLEMENT PLATE DETAILS
44 WARNING SIGN DETAILS
45 EARTHEN PLUG DETAILS
46-48 SOIL BORING LOGS

LOCATION IN LOUISIANA
TERRA BONNE PARISH
"AS BUILT PLANS"

SUBMITTED BY: INLAND EMERGING COMPANY LLC
APPROVED BY: NEW ORLEANS CONSTRUCTION, INC.

CONTRACT NO. 64-751-6-10 DATE
INSPECTOR: INLAND EMERGING COMPANY LLC
DATE OF COMPLETION

"AS BUILT"
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LAKE BOUDREAUX

NOTE:
MATERIAL EXCAVATED TO CONSTRUCT THE FLATATION ACCESS CHANNEL ON THE NORTHERN SECTION, FROM STA. 100+00 - STA. 122+01 SHALL BE PLACED ON THE LAKE SIDE AND PULLED BACK INTO THE FLATATION ACCESS CHANNEL PRIOR TO FINAL INSPECTION. SEE TYPICAL SECTION #4, SHEET 21 OF 65.

PLAN & PROFILE - ROCK DYE - NORTHERN SECTION
TE 46 WEST BOUDREAUX CONSTRUCTION UNIT NO. 1
TERREBONNE PARISH, LOUISIANA

PLAN NORTHERN SECTION
STATION 100+00 - 112+00

PROFILE - NORTHERN SECTION
STATION 100+00 - 112+00

NOTE:
1. THE SIZE OF THE ROCK DYE SHALL BE LAIRED OUT ON THE "+0" NAVIGABLE CONTINUOUS DEVIAITON FROM THE "-0" NAVIGABLE CONTINUOUS CONDITION SHALL BE AS CONCEIVED IN BY THE C.O.T.I.R.
2. STATIONING MAY CHANGE BASED ON FINAL STAKING OF ROCK DYE AT TIME OF CONSTRUCTION. THIS WILL ALSO CHANGE STATIONING OF CONTAINMENT DYES.
3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LOGS, STUMPS AND MOSSY MATERIAL MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE EXCAVATED.

"AS-builtin"

NOTE: STATIONING OF THE ROCK DYE HAS CHANGED.

TEMPORARY WARNING SIGNS SHALL BE PLACED IN THE FIELD AS CONCEIVED IN BY THE C.O.T.I.R. SPACING SHALL NOT EXCEED 50' - SEE SHEET 46 OF 6S FOR WARNING SIGN DETAILS.

DATUM: ALL HORIZONTAL COORDINATES - NAVD88
ALL VERTICAL COORDINATES - NAVD88

LEGEND
¢ OF ROCK DYE
BURROW HOLE LOCATION
100' OF ROCK DYE
SETTLEMENT PLATE
FLATATION ACCESS CHANNEL

NOTE:
THIS PRINT MAY BE ADJUSTED IN THE FIELD BY THE C.O.T.I.R.
**PLAN NORTHERN SECTION**

**STATION 112+00 - 124+00**

**NOTE:**
- Material excavated to construct the flotation access channel on the northern section. From Sta. 100+00 - Sta. 122+21 shall be placed on the lake side and pulled back into the flotation access channel prior to final inspection. See typical section #4, Sheet 21 of 85.

**AMENDMENT #2**

**LEGEND:**
- Rock Dike Footprint
- Settlement Plate
- Tie of Dike
- Flotation Plate
- Flotation Access Channel
- Proposed Containment Dike Only
- Containment Dike as Required
- Tie of Dike
- Proposed Earth Fill Containment Dike
- &S Rock Dike
- % Tie of Dike
- % Tie of Dike
- Flotation Plate
- Flotation Access Channel
- Proposed Containment Dike Only
- Containment Dike as Required

**NOTE:**
- The tie of the rock dike shall be laid out.
- The earthfill shall be as constructed.
- Material excavated from this area shall be placed on the lake side and pulled back into the flotation access channel prior to final inspection.

**PROFILE - NORTHERN SECTION**

**STATION 112+00 - 124+00**

**NOTE:**
- The flotation access channel shall be placed in the field as shown on the contour maps. Any changes in the alignment or grade may be made with the approval of the NRCS.
- The project area is a historical forested area. Logs, stumps, and woody material may be encountered in any of the areas to be excavated.

**AS-BUILT**

**NOTE:**
- Temporary warning signs shall be placed in the field as shown on the contour maps. Any changes in the alignment or grade may be made with the approval of the NRCS.
NOTE:
FLUTATION MATERIAL NOT USED FOR THE PARALLEL CONTAINMENT DIRE SHALL BE PLACED IN THE MASH CREATION AREA (STA. 123+07 - 135+50 NORTHERN SECTION)

LEGEND

1. THE TOP OF THE ROCK DIRE SHALL BE LAID OUT ON THE -1.0 NAVD 88 CONTOUR. DEVIATION FROM THE -1.0 CONTOUR SHALL BE AS CONSIDERED IN THE O.C.R.U.
2. STATIONING MAY VARY BASED ON FINAL STANDOFF OF ROCK DIRE AT TIME OF CONSTRUCTION. THIS WILL ALSO CHANGE STATIONING OF CONTAINMENT DIRE.
3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LOGS, STUMPS AND WEEDY MATERIAL MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE EXCAVATED.

PROFILE - NORTHERN SECTI0N
STATION 124+00 - 136+00

NOTE: STATIONING ON THE ROCK DIRE HAS CHANGED.
LAKE BOUDREAUX

NOTES:
FLOATATION MATERIAL NOT USED FOR THE PARALLEL CONTAINMENT DIKE SHALL BE PLACED IN THE MARSH CREATION AREA. STA. 122+27 - 155+49 NORTHERN SECTION

PLAN NORTHERN SECTION
STATION 136+00 - 148+00

LEGEND

© OF ROCK DIKE
BORING HOLE LOCATION
10E OF DIKE
SETTLEMENT PLATE
FLOATATION ACCESS CHANNEL
PROPOSED CONTAINMENT DIKE ONLY
ROCK DIKE W/PARALLEL CONTAINMENT DIKE

NOTE:
1. THE © OF THE ROCK DIKE SHALL BE LAID OUT ON THE +1.0 MAVD BB CONTOUR. DEVIATION FROM THE +1.0 CONTOUR SHALL BE AS CONCEIVED IN BY THE C.G.T.R.
2. STATIONING MAY CHANGE BASED ON FINAL STAKED OUT OF ROCK DIKE AT TIME OF CONSTRUCTION. THIS WILL ALSO CHANGE STATIONING OF CONTAINMENT DIKES.
3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LIGNUM VITIS AND WOODY MATERIAL MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE EXCAVATED.

PROFILE - NORTHERN SECTION
STATION 136+00 - 148+00

"AS BUILT"

NOTE: STATIONING ON THE ROCK DIKE HAS CHANGED.
NOTE:
FLOATATION MATERIAL NOT USED FOR THE PARALLEL CONTAINMENT DIKE SHALL BE PLACED IN THE MARSH CREATION AREA. STA. 122+01 - 153+405 NORTHERN SECTION

LAKE BOUDREAUX

NOTE:
1. THE E OF THE ROCK DIKE SHALL BE Laid OUT ON THE +/-0.01 HORIZONTAL CURVE. ELEVATION FROM THE +/-0.01 CONTOUR SHALL BE AS CONSTRUCTED IN THE C.O.S.I.R.

2. STATIONING MAY CHANGE BASED ON FINAL STAKING OF ROCK DIKE AT TIME OF CONSTRUCTION. THIS WILL ALSO CHANGE STATIONING OF CONTAINMENT DIKE.

3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LARGER STUMPS AND WOODS MATERIAL MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE ENCLOSED.

4. THE HYDRAULIC CONNECTION CHAMBER SHALL BE LOCATED AS CONSTRUCTED IN THE C.O.R.

PLAN NORTHERN SECTION
STATION 148+00 - 154+60

AMBENDMENT #2
FINISH TOP OF CONTAINMENT DIKE AS REQUIRED
FINISH TOP OF ROCK DIKE ELEV. = +2.5

NOTE:
PROFILE FOR CENTRAL SECTION ROCK DIKE IS NOT SHOWN ON THIS SHEET. THE starting point (STA. 300+00) OF CENTRAL SECTION ROCK DIKE IS SHOWN ON SHEET 12 OF 65.

PROFILE - NORTHERN SECTION
STATION 148+00 - 154+60

NOTE:
STATIONING ON THE ROCK DIKE HAS CHANGED.

NOTE:
FLOATATION WARNING SIGN SHALL BE PLACED IN THE FIELD AS CONSTRUCTED IN THE C.O.R. SPACING SHALL NOT EXCEED 100'. SEE SHEET 49 OF 65 FOR WARNING SIGN DETAILS.
NOTE:
MATERIAL EXCAVATED TO CONSTRUCT THE FLOATATION ACCESS CHANNEL FROM STA. 133+60 - 514+00 SHALL BE PLACED ON THE LAKE SIDE AND PULLED BACK INTO THE FLOATATION ACCESS CHANNEL PRIOR TO INSPECTION. SEE TYPICAL SECTION #4 ON SHEET 1 OF 65.

LAKE BOUDREUX
TEMPORARY SPoil PLACEMENT

CHOKE DOWN SECTION (SEE SHEET 1 OF 2 FOR DETAILS)

NOTE:
1. THE E OF THE ROCK DIKE SHALL BE LAID OUT ON THE -1.0 NAVD 88 CONTOUR. DEVIATION FROM THE -1.0 CONTOUR SHALL BE AS CONCURRED IN BY THE C.D.M.A.
2. STATIONING MAY CHANGE BASED ON FINAL STABILIZATION OF ROCK DIKE AT TIME OF CONSTRUCTION. THIS WILL ALSO CHANGE STATIONING OF CONTAINMENT DIKES.
3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LOGS, STUMPS AND ROUGH MATERIAL MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE EXCAVATED.

PLAN - CENTRAL SEGMENT
STATION 0+00 - 10+00

PROFILE - CENTRAL SECTION
STATION 300+00 - 310+00

NOTE: STATIONING ON THE ROCK DIKE HAS CHANGED.

CHS Flexible Services
1000 N. Cowan St.
Colorado Springs, CO 80903
Phone: 719-538-0538
Fax: 719-538-0539

"AS-BUILT"
LAKE BOUDREAUX

NOTE:
FLOTATION MATERIAL NOT USED FOR THE PARALLEL CONTAINMENT Dike SHALL BE PLACED IN THE MARSH CREATION AREA. (STA. 301+69 - 320+76 CENTRAL SECTION)

NOTE:
1. THE E OF THE ROCK Dike SHALL BE LAID OUT ON THE -1.0 NAVD 88 CENTRAL. DEVIATION FROM THE -1.0 CONTOUR SHALL BE AS CONCURRED IN BY THE LOG.10.
2. STATIONING MAY CHANGE BASED ON FINAL STAKOUT OF ROCK Dike AT TIME OF CONSTRUCTION. THIS WILL ALSO INCLUDE STATIONING OF CONTAINMENT Dikes.
3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LOGS AND WOOD Material MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE EXCAVATED.
4. THE HYDRAULIC CONNECTION SHALL BE LOCATED AS CONCURRED IN BY THE LOG.

AMENDMENT #2
PLAN - CENTRAL SEGMENT
STATION 310+00 - 323+97

NOTE:
STATIONING ON THE ROCK Dike HAS CHANGED.
NOTES:

FLOATATION MATERIAL NOT USED FOR THE PARALLEL CONTAINMENT DIKE SHALL BE PLACED IN THE MARSH CREATION AREA (STA. 401+00 - 405+78 SOUTHERN SEGMENT)

LAKE BOUDREAUX

AMENDMENT #2

SETTLEMENT PLATE
STA. 443+00

LEGEND

- - - - - RDS OF Dike

PROPOSED CONTAINMENT DIKE ONLY

PROPOSED ROCK Dike WITH PARALLEL EARthen CONTAINMENT DIke

FInish TOP OF CONTAINMENT DIke AS REQUIRED

FINISH TOP OF ROCK Dike ELE. = +5.5

PLAN - SOUTHERN SECTION
STATION 412+00 - 424+00

PROFILE - SOUTHERN SECTION
STATION 412+00 - 424+00

NOTE: STATIONING ON THE ROCK Dike HAS CHANGED.

"AS BUILT"
NO EXCAVATION ALLOWED
WITHIN 25' OF PIPELINE

PLAN - SOUTHERN SECTION
@ PIPELINE CROSSING

NOTES:

- The exact alignment of the rock dikes shall be as constructed.
- The rock shall be terminated as close to the original alignment as possible. The 40' berm requirement is deleted from STA 453+00 to STA 454+00.
- The contractor shall maintain as much berm as possible. The rock dikes shall be placed in a manner that a 50' gap is formed from toe to toe of the rock dike segments.

"AS-BUILT"
NOTE:
FLOATATION MATERIAL SHALL BE PLACED IN THE MASH CREATION AREA (STA. 401+12 - 455+78 SOUTHERN SECTION)

LAKE BOUDREAUX

GULF SOUTH 4" PIPELINE

PERPENDICULAR ACCESS

SPOIL PLACEMENT

FLATPLATE ACCESS CHANNEL

LIMITS OF ACCESS CHANNEL ARMOR (SEE DETAIL ON THIS SHEET)

TOP OF BANK (FLOATATION ACCESS CHANNEL)

FLATPLATE ACCESS CHANNEL

LIMITS OF GEOTEXTILE

NOTE:
1. THE $ or ROCK DIKE SHALL BE LAID OUT ON THE -1.0 NAVD 88 CONTORL. DEVATION FROM THE -1.0 CONTROL SHALL BE AS CONCUERED IN BY THE CO.F.R.
2. ROCK DIKE MAY CHANGE BASED ON FINAL STAKOUT OF ROCK DIKE AT TIME OF CONSTRUCTION. THIS WILL ALSO CHANE STAKOUT OF THE ROCK DIKE.
3. THE PROJECT AREA IS A HISTORICAL FORESTED AREA. LOGS, STUMPS AND WOODY MATERIAL MAY BE ENCOUNTERED IN ANY OF THE AREAS TO BE EXCAVATED.

MODIFICATION #7 - ELIMINATE THIS SECTION

PLAN - SOUTHERN SECTION

STATION 448+00 - 460+09

SCALE IN FT

NOTE:
MATERIAL EXCAVATED TO CONSTRUCT THE FLOATATION ACCESS CHANNEL ON THE CENTER SEGMENT, FROM STA. 455+78 - STA. 460+09 SHALL BE PLACED ON THE LATERAL SIDE AND PULLED BACK INTO THE FLOATATION ACCESS CHANNEL PRIOR TO FINAL INSPECTION AND ACCEPTANCE, SEE TYPICAL SECTION #4, SHEET 21 OF 65.

PROFILE - SOUTHERN SECTION

STATION 448+00 - 460+09

NOTE: STAKING ON THE ROCK DIKE HAS CHANGED.
NOTE:
The elevation of the top of the rock in the choke down section shall be no higher than existing water bottom.

Geotextile to extend 3' past edge of rock.

CHOKED DOWN SECTION A
(Scale as shown)
PROFILE #2 (WEST TO EAST)
STATION 0+00 - 25+00

NOTE:
THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

PROFILE #3 (WEST TO EAST)
STATION 0+00 - 25+00

"AS-BUILT"
PROFILE #4 (WEST TO EAST)
STATION 0+00 - 25+00

PROFILE #4 (WEST TO EAST)
STATION 25+00 - 38+45

PROFILE #5 (WEST TO EAST)
STATION 0+00 - 25+00

NOTE:

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.
PROFILE #6 (WEST TO EAST)
STATION 0+00 - 25+00

PROFILE #7 (WEST TO EAST)
STATION 0+00 - 25+00

NOTE:

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.
NOTE:

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THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.
NOTE:

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THE ACTUAL ELEVTIONS MAY BE DIFFERENT THAN THOSE SHOWN.
NOTE:

THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

"AS BUILT"
AMENDMENT #2

PROFILE - SOUTHERN CONTAINMENT DIKE
STATION 0+00 - 25+00

MODIFICATION #2 - PROFILE
OF RELOCATED CONTAINMENT DIKE
SHALL BE AS-BUILT

"AS-BUILT"
MODIFICATION #2 - PROFILE
OF RELOCATED CONTAINMENT DIKE
SHALL BE AS-BUILT

"AS-BUILT"
PROFILE #15 (WEST TO EAST)
STATION 0+00 - 16+59

PROFILE #16 (WEST TO EAST)
STATION 0+00 - 13+72

NOTE:
THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

PROFILE #17 (WEST TO EAST)
STATION 0+00 - 10+83

"AS BUILT"
PROFILE #18 (WEST TO EAST)
STATION 0+00 - 12+01

PROFILE #19 (WEST TO EAST)
STATION 0+00 - 13+15

NOTE:
THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

PROFILE #20 (WEST TO EAST)
STATION 0+00 - 13+21

"AS-BUILT"
PROFILE #21 (WEST TO EAST)  
STATION 0+00 - 18+29

PROFILE #22 (WEST TO EAST)  
STATION 0+00 - 13+98

NOTE:
THE ELEVATIONS SHOWN ARE FROM PRE-HURRICANE SURVEYS.
THE ACTUAL ELEVATIONS MAY BE DIFFERENT THAN THOSE SHOWN.

PROFILE #23 (WEST TO EAST)  
STATION 0+00 - 17+81

NOTE:
SETTLEMENT PLATE DETAILS (NOT TO SCALE)

NOTE: SETTLEMENT PLATE ELEVATION SHALL BE DETERMINED BEFORE PLACING ROCK, AND AT END OF CONSTRUCTION.

APPLIES TO SETTLEMENT PLATES 3, 4, 5, 6, 9, 11 & 11A

CREATION AREA SETTLEMENT PLATES

AREA | SP-# | NORTING | EASTING
-----|------|---------|---------
NORTHERN | SP-3 | 337454 | 348715
NORTHERN | SP-4 | 336519 | 348718
NORTHERN | SP-5 | 335948 | 348650
CENTRAL | SP-8 | 351158 | 348649
CENTRAL | SP-9 | 351150 | 348717
SOUTHERN | SP-11 | 352322 | 348432
SOUTHERN | SP-11A | 351095 | 348719

"AS-BUILT"

SETTLEMENT PLATE DETAILS WITHIN MARSH CREATION (NOT TO SCALE)

CREATION AREA SETTLEMENT PLATES

GROUNDLINE ELEVATION VARIES

SETTLEMENT PLATE (See Detailed Trio Sheet)

MODIFICATION #2

NOTE: SETTLEMENT PLATE ELEVATION SHALL BE DETERMINED BEFORE PLACING CRESCENT FILL AND AT END OF CONSTRUCTION.
DANGER OBSTRUCTION
PROCEED WITH CAUTION

PERMANENT SIGN

DANGER OBSTRUCTION
DO NOT PROCEED

TEMPORARY SIGN

NOTE:
1. ALL SIGNS WITH EXCEPTION OF THE SIGNS LOCATED AT THE CHANNEL CROSS SECTION AND THE PIPELINE CROSSING SHALL BE TEMPORARY SIGNS WITH THE WARNING "DANGER OBSTRUCTION DO NOT PROCEED"
2. SIGNS SHOWN IN THE WARNING SIGNS SHALL BE MIRRORED REFLECTIVE MATERIAL ON WHITE COLOR. THE MIRRORS FOR THE WARNING SIGNS SHALL BE BLACK. WARNING SIGNS SHALL BE PLACED ON TWO SIDES WITH THE SIGN FACING PERPENDICULAR TO THE PIPELINE AS CONCEIVED IN BY THE CONTRACT.
3. TEMPORARY WARNING SIGNS SHALL BE PLACED AS SHOWN IN PLAN. MINIMUM DISTANCE 200' APART.

ELEV. +0.5 NAD 88
3" X 3" ALUMINUM STRIP
SAME AS SIGN STICK (PERMANENT SIGNS ONLY)

12" TIMBER PILE

COA TOP OF PILE WITH
COAL TAR PASTE PRINT
PRIOR TO PLACING CAP
ALUMINUM PLACING
ATTACH USING ALUM. NAILS

12" TIMBER PILE CAP
(TOT TO SCALE)

AS-BUILT
**LOG OF BORING NO. 10**
WEST LAKE BOUDDREAUX (EC-48)
TERREBONNE PARISH, LOUISIANA

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Description of Material</th>
</tr>
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<tbody>
<tr>
<td>0 - 1</td>
<td>Soft clay soil (SC)</td>
</tr>
<tr>
<td>1 - 2</td>
<td>Silty clay soil (SC)</td>
</tr>
<tr>
<td>2 - 3</td>
<td>Sand with shells (SS)</td>
</tr>
<tr>
<td>3 - 4</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>4 - 5</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>5 - 6</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>6 - 7</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>7 - 8</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>8 - 9</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>9 - 10</td>
<td>Fine sand (FS)</td>
</tr>
</tbody>
</table>

**LOG OF BORING NO. 11**
WEST LAKE BOUDDREAUX (EC-48)
TERREBONNE PARISH, LOUISIANA

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>Description of Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1</td>
<td>Soft clay soil (SC)</td>
</tr>
<tr>
<td>1 - 2</td>
<td>Silty clay soil (SC)</td>
</tr>
<tr>
<td>2 - 3</td>
<td>Sand with shells (SS)</td>
</tr>
<tr>
<td>3 - 4</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>4 - 5</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>5 - 6</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>6 - 7</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>7 - 8</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>8 - 9</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>9 - 10</td>
<td>Fine sand (FS)</td>
</tr>
</tbody>
</table>

**LOG OF BORING NO. 12**
WEST LAKE BOUDDREAUX (EC-48)
TERREBONNE PARISH, LOUISIANA

<table>
<thead>
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<th>Depth (ft)</th>
<th>Description of Material</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1</td>
<td>Soft clay soil (SC)</td>
</tr>
<tr>
<td>1 - 2</td>
<td>Silty clay soil (SC)</td>
</tr>
<tr>
<td>2 - 3</td>
<td>Sand with shells (SS)</td>
</tr>
<tr>
<td>3 - 4</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>4 - 5</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>5 - 6</td>
<td>Fine sand (FS)</td>
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<tr>
<td>6 - 7</td>
<td>Fine sand (FS)</td>
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<tr>
<td>7 - 8</td>
<td>Fine sand (FS)</td>
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<tr>
<td>8 - 9</td>
<td>Fine sand (FS)</td>
</tr>
<tr>
<td>9 - 10</td>
<td>Fine sand (FS)</td>
</tr>
</tbody>
</table>

**AS BUILT**
### Soil Boring Logs: 31, 32, & 33

#### Location: West Lake Bouëriaux, Terrebonne Parish, Louisiana

#### Logs:
- **No. 31**
- **No. 32**
- **No. 33**

#### Logs Details:
- **Description of Soil**
- **Location**
- **Figure**

#### Soil Descriptions:
- **Sample No. 31**:
  - Very soft chalky clay, fine, slushy, silt with loose, chalk fragments.
  - Very soft chalky clay, fine, slushy, silt with loose, chalk fragments.
  - Medium dense grey sand with small, clayey lenses and bands of chalk fragments.

- **Sample No. 32**: (Details similar to No. 31)

- **Sample No. 33**: (Details similar to No. 31)

---

**As-Built**

---

**File Name**: L3-346

**Drawing Name**: L346059.dgn

**Document Type**: Sheet 59 of 85
**LOG OF BORING No. E**  
**WEST BAY BOUDEAUX (72-76)**  
**TERREBONNE PARISH, LOUISIANA**

### Table 1

<table>
<thead>
<tr>
<th>Borehole</th>
<th>Depth (ft)</th>
<th>Soil Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>SM</td>
<td>Silty sand, sand-silt mixture</td>
</tr>
<tr>
<td>2</td>
<td>10</td>
<td>SC</td>
<td>Clayey sand, sand-clay mixture</td>
</tr>
<tr>
<td>3</td>
<td>15</td>
<td>ML</td>
<td>Silt, low little or no plasticity</td>
</tr>
<tr>
<td>4</td>
<td>20</td>
<td>ML</td>
<td>Clayey silt, silt with slight to medium plasticity</td>
</tr>
<tr>
<td>5</td>
<td>25</td>
<td>ML</td>
<td>Silt, low plasticity</td>
</tr>
<tr>
<td>6</td>
<td>30</td>
<td>CL</td>
<td>Clayey clay, low to medium plasticity</td>
</tr>
<tr>
<td>7</td>
<td>35</td>
<td>CL</td>
<td>Sand, low to medium plasticity (30% to 50% sand)</td>
</tr>
<tr>
<td>8</td>
<td>40</td>
<td>CH</td>
<td>Clay, high plasticity</td>
</tr>
<tr>
<td>9</td>
<td>45</td>
<td>CH</td>
<td>Clay, high plasticity</td>
</tr>
<tr>
<td>10</td>
<td>50</td>
<td>OH</td>
<td>Organic clay of medium to high plasticity</td>
</tr>
</tbody>
</table>

### Notes
- **SM**: Silty sand, sand-silt mixture
- **SC**: Clayey sand, sand-clay mixture
- **ML**: Silt, low little or no plasticity
- **CL**: Clayey silt, silt with slight to medium plasticity
- **CH**: Clay, high plasticity
- **OH**: Organic clay of medium to high plasticity

**PT**: Peat, grass, sand, soil

**Legend**

**SM**: Silty sand, sand-silt mixture  
**SC**: Clayey sand, sand-clay mixture  
**ML**: Silt, low little or no plasticity  
**CL**: Clayey silt, silt with slight to medium plasticity  
**CH**: Clay, high plasticity  
**OH**: Organic clay of medium to high plasticity  
**PT**: Peat, grass, sand, soil

---

**FILE NAME**: L345605.dgn  
**DRAWING NAME**: L345605.dgn  
**SHEET**: 65 of 65  
**AS-BUILT**

---

**LEGEND**

- **SM**: Silty sand, sand-silt mixture  
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- **ML**: Silt, low little or no plasticity  
- **CL**: Clayey silt, silt with slight to medium plasticity  
- **CH**: Clay, high plasticity  
- **OH**: Organic clay of medium to high plasticity  
- **PT**: Peat, grass, sand, soil

---

**Legend**

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**LEGEND**

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- **PT**: Peat, grass, sand, soil
ATTACHMENT V

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

PROJECT PERMITS
&
PERMIT AMENDMENTS
United States Department of the Interior
FISH AND WILDLIFE SERVICE
646 Cajundome Blvd.
Suite 400
Lafayette, Louisiana 70506

November 7, 2005

Jim Rives, Acting Administrator
Louisiana Department of Natural Resources
Coastal Management Division
P.O. Box 44487
Baton Rouge, Louisiana 70804

Dear Mr. Rives:

The U.S. Fish and Wildlife Service hereby requests a Consistency Determination from the Louisiana Coastal Resources Program for implementation of the West Lake Boudreaux Shoreline Protection and Marsh Creation Project. That project was approved for funding by the Louisiana Coastal Conservation and Restoration Task Force (Task Force) in January 2002, as part of the 11th Priority Project List. As the lead Federal agency, the Service, along with the Louisiana Department of Natural Resources-Coastal Restoration Division, intends to request construction funds from the Task Force in January 2006, and begin construction in August 2006. The Service has reviewed all project features pursuant to NOAA Regulations at 33 CFR 930 Subpart C, and we have determined that they comply with Louisiana’s approved coastal management program and will be conducted in a manner consistent with the Louisiana Coastal Resources Program.

We have enclosed a project description and a U.S. Army Corps of Engineers Permit Application for the proposed project features. Please forward a copy of the permit application to the U.S. Army Corps of Engineers-New Orleans District for processing of a Clean Water Act (Section 404) Department of Army Permit. Please forward an additional copy to the Louisiana Department of Environmental Quality for a water quality certification review. If you have any questions or comments regarding this project, please contact Robert Dubois of this office at (337) 291-3127.

Sincerely,

Russell C. Watson
Supervisor
Louisiana Field Office

Enclosures

cc: Ralph Libersat, LA Dept. of Natural Resources (CRD), Baton Rouge, LA
Joint Permit Application
For Work Within the Louisiana Coastal Zone

Instructions

How do I complete the Joint Permit Application?

There are two parts to the Joint Permit Application package:
1. Joint Permit Application, and
2. Maps and Drawings.

An accurate/complete application is required for processing; inaccurate/missing information may delay processing. Follow the instructions below to complete the application. Specific instructions are provided with each Step.

- Type or print clearly using black or blue ink;
- Steps 1 through 16 must be completed; write "N/A" if information does not apply to your proposed project. It is not necessary to write "N/A" on the Steps that you have been asked to skip;
- Although you may not be required to complete each Step, it is important to check the box at the end of each Step to track your progress and ensure that no Step has been overlooked.
- When additional space is needed, include an 8 1/2 x 11 sheet of paper identifying the Step number.

When you have questions or need assistance in completing the application package:
- Refer to the "Glossary of Terms" (See page 10);
- Refer to "Frequently Asked Questions" (See page 12);
- Contact the Coastal Management Division at 1-800-267-4019 or 225-342-7591; or
- Contact your local coastal parish program (See page 11).

Step 1 of 16

Who is the applicant for the proposed project?

Note: Applicants may be either: the landowner, person or company that is responsible for the proposed project.

Complete the following information about the applicant.

Applicant/Company: U.S. Fish and Wildlife Service- Russell C. Watson Supervisor Lafourche Field Office
 Individual Person or Corporation/Company

Mailing Address: 846 Cajundome Blvd., Suite 400
 Street Address or P.O. Box
 Lafayette City
 Louisiana State
 70506 Zip

Contact Information: Russell C. Watson ___________________ russell_watson@fws.gov
 Name of Contact Person (not the agent) E-Mail Address
 (337) 291-3116 ___________________ (337) 291-3139
 Area Code City Daytime Telephone Number Area Code Fax Number

☐ Check this box when you have read the instructions; then proceed to Step 2.

☐ Check this box when you have completed Step 1; then proceed to Step 2.

Continue to page 2 for Step 2.
Joint Permit Application  Continued (page 2 of 12)

Step 2 of 16

Is an agent being used for the proposed project?
☑ NO (If NO, proceed to Step 3.)
☐ YES (If YES, complete the following information.)

Agent Company Name: ______________________________________________________________________
Mailing Address: Street Address or P.O. Box ______________________________________________________
City __________________ State ______ Zip ________

Contact Information:
Name of Contact Person __________________________________________ E-Mail Address __________
Area Code Daytime Telephone Number __________________________ Area Code Fax Number _________

Note: An agent is not required.

Step 3 of 16

What type of permit or action would you like to request?
☑ Coastal Use Permit (CUP), Clean Water Act Permit (Section 404), Rivers and Harbors Act (Section 10)
The purpose of the CUP is to ensure that any activity affecting the Coastal Zone is completed in a manner that is consistent with the Louisiana Coastal Resource Program.

The purpose of the Department of the Army permit program under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act is to review and evaluate proposals for dredging, filling, and/or placement of structures in waterways and wetlands in order to determine whether a permit should be granted or denied based on expected impacts to the overall public interest.

☐ Solicitation of Views (SOV)
If you wish to find out if your project is in the Coastal Zone or if you wish to determine if there are special features of the area that may impact your project design or the length of time it might take to obtain a permit, you may request a SOV. No application fee is assessed for SOV requests. The following steps must be completed to obtain an informal determination.
• Step 1, Step 2, Step 4, Step 6, Step 10, Step 12, and
• Step 13 - (Victim plot showing project location and extent is required; cross section and plan views are available, if available.)

☐ Request for Determination (RFD) - CMD only
If you wish to obtain a formal determination as to whether or not a CUP would be required for a particular activity, you may submit a RFD. The appropriate application fee will be assessed for RFD requests. The following steps must be completed to obtain a RFD.
• Step 1, Step 2, Step 5, Step 6, Step 8, Step 10, Step 12, Step 14, Step 18, and
• Step 13 - (Victim plot showing project location and extent is required; cross section and plan views are available, if available.)

Note: For questions concerning the CUP, SOV or RFD call CMD at 1-800-267-4019 or 285-3042.2541

Step 4 of 16

Have you participated in a Pre-Application or Geological Review Meeting or obtained a wetland determination?
☑ NO (If NO, proceed to Step 4b.)
☐ YES (If YES, complete the following information.)

Date meeting was held: ______ ______

Attendees: Individual or Company Representative CMD Representative COE Representative

Note: To schedule a Pre-Application or a Geological Review Meeting, call CMD at 1-800-267-4019.

Note: To apply for a wetland determination, call the COE at 504-362-1627.

a. Have you participated in a Pre-Application or Geological Review Meeting for the proposed project?

b. Have you obtained an official wetland determination from the COE for the project site?

☐ NO (If NO, proceed to Step 4c.)
☐ YES (If YES, include a copy with this application.)

c. Is this application a mitigation plan for another CUP?

☐ NO (If NO, proceed to Step 5.)
☐ YES (If YES, identify the project number requiring mitigation.)

Permit Number: ____________________________________________

Note: To request a mitigation plan, call the COE at 504-362-1627.
**Joint Permit Application Continued (page 3 of 12)**

### Step 5 of 16

**What permits/certifications have you previously requested for the proposed project?**

Note: Additional sheets may be required for agency name, permit number and status information.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Permit Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMD</td>
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<tr>
<td>CCE</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**b. Have you previously applied for a permit or emergency authorization for all or any part of the proposed project?**

- [ ] NO (If NO, proceed to Step 6.)
- [ ] YES (If YES, complete the following information for the proposed project.)

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Permit Number</th>
<th>Decision Status</th>
<th>Decision Date</th>
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<tr>
<td>CMD</td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

### Step 6 of 16

Where will the proposed project be located?

Note: The following websites may provide assistance in completing the following:
- Search on CMD website
- MapQuest.com
- Topodata.com

**Complete the following information to identify the exact location of the proposed project.**

**a. Physical Location:**

<table>
<thead>
<tr>
<th>Parish</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address (if known)</th>
</tr>
</thead>
</table>

**b. Latitude and Longitude:**

Must be included in all applications.

- Latitude: 29° 25' 0'0"
- Longitude: 90° 41' 0'0"

**c. Section, Township, Range: (If available)**

<table>
<thead>
<tr>
<th>Section #</th>
<th>Township # (Specify North or South)</th>
<th>Range # (Specify East or West)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**d. Lot #, Tract #, Parcel # or Subdivision Name: (If known)**

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Tract #</th>
<th>Parcel #</th>
<th>Subdivision Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**e. Site Directions:** Directions to the proposed project site must be identified in order to process the application.

**Example:**

START: 1-10 toward Baton Rouge. Exit #153 toward Port Allen. US-190 West LA-1 North ramp. RIGHT onto LA-987. 1/2 mile.RICS Road. RIGHT onto LA-986/North River Road to Popular Grove Plantation directly behind guest parking lot in rear. - END

From N.O. take Hwy 90W to Houma. exit LA Hwy 24S to Hwy 57S. Head of Hwy 57 is Boat Launch.

**Boatyn: South on Grand Caillou to Bayou Dicke (E) which to take Quitman. North toward Quitman to 40 Road.”**

| From N.O. take Hwy 90W to Houma. exit LA Hwy 24S to Hwy 57S. Head of Hwy 57 is Boat Launch. **Boatyn: South on Grand Caillou to Bayou Dicke (E) which to take Quitman. North toward Quitman to 40 Road.”** |

Check this box when you have completed Step 6; then proceed to Step 7.

Continue to page 4 for Step 7.
### Joint Permit Application

#### Step 7 of 16

**Who are the adjacent landowners?**

**Note:** Adjacent landowner information is usually available through the office of the tax assessor in the parish where the project is to be developed.

**Note:** Additional information may be included in the area provided on page 12. Also, extra sheets may be required if there are more than eight adjacent landowners.

<table>
<thead>
<tr>
<th>Adjacent Landowner #1:</th>
<th>See Attached Landowner Listings</th>
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</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
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<tr>
<td>Address</td>
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<td>Unit/Apartment #</td>
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<tr>
<td>City</td>
<td>Parish State Zip</td>
</tr>
</tbody>
</table>

Complete the following information to identify the purpose and need for the proposed project.

a. **Project Name and/or Title:** West Lake Boudreaux shoreline protection & erosion control project

b. **Project Type:** (Check if the appropriate box. See the "Glossary" on page 10 for the definitions of terms.)
   - ☑ Non-Residential
   - ☐ Residential

c. **Check** the appropriate box(es) to identify what will be done for the proposed project.

   - ☐ Bridges/Road
   - ☐ Bulkhead/Fill
   - ☐ Drainage improvements
   - ☐ Drill barge/Structure
   - ☐ Drill site
   - ☐ Other (Please specify) CWPPRA dedicated dredging project
   - ☐ Home site/Driveway
   - ☐ Pipeline/Flow line
   - ☐ Rip rap/Erosion control
   - ☐ Site clearance
   - ☐ Levee construction
   - ☐ Maintenance dredging
   - ☐ Production barge/Structure
   - ☐ Subdivision
   - ☐ Prop washing
   - ☐ Remove structures
   - ☐ Vegetative plantings
   - ☐ Wharf/Pier/Boathouse

d. **Why is the proposed project needed?**

   To protect the functional integrity of this critical area of lake Boudreaux and create new areas of emergent marsh.

(☐) Check this box when you have completed Step 7. Then proceed to Step 8.

### Step 8 of 16

**What is the purpose of the proposed project?**

**Note:** We are required to review the justification and needs for your project. Providing detailed information at the time of application may expedite processing of your proposal.

**Note:** Additional sheets may be required to explain why the proposed project is needed.

(☐) Check this box when you have completed Step 8. Then proceed to Step 9.

Continue to page 5 for Step 9.
Joint Permit Application

Step 9 of 16

Complete the following information to indicate the start/end dates and the current status of the proposed project.

a. Proposed project start date: 8/1/2006
   Proposed project completion date: 11/1/2007

b. Is any of the project work in progress?
   ☑ NO (If NO, proceed to Step 9c.)
   ❌ YES (If YES, show and identify the work in progress on the Plan View and Cross Section Drawings.)

c. Is any of the project work complete?
   ☑ NO (If NO, proceed to Step 10.)
   ❌ YES (If YES, show and identify the work completed on the Plan View and Cross Section Drawings.)

Step 10 of 16

Complete the following information to describe structures, materials and methods for the proposed project.

a. Excavations: (Check ☑ the appropriate box(es) and indicate excavations in cubic yards and acres using the formulas below.)

   Cubic yards are determined by using this formula: (Length ft.) X (Width ft.) X (Depth ft.) divided by 27 = Cubic Yards

   Example: 25 ft. X 25 ft. X 3 ft. divided by 27 = 115.7 Cubic Yards

   Acres are determined by using this formula: (Length ft.) X (Width ft.) divided by 43,560 = Acres

   Example: 250 ft. X 250 ft. divided by 43,560 = 1.13 Acres

   ☑ Vegetated Waterbottoms - Cubic Yards Acres ☑ Wetlands - Cubic Yards Acres
   ☑ Non-Vegetated Waterbottoms - 2 million Cubic Yards 3 Acres ☑ Non-Wet Areas - Cubic Yards Acres

b. Fill Areas: (Check ☑ the appropriate box(es) and indicate fill areas in cubic yards and acres using the formulas in Step 10a.)

   ☑ Vegetated Waterbottoms - Cubic Yards Acres ☑ Wetlands - Cubic Yards Acres
   ☑ Non-Vegetated Waterbottoms - 3 million Cubic Yards 200 Acres ☑ Non-Wet Areas - Cubic Yards Acres

C. What fill materials will be used for the proposed project?

   (Check ☑ the appropriate box(es) and indicate the cubic yards for each type of fill material.)

   ☑ Concrete Cubic Yards
   ☑ Crushed stone or gravel Cubic Yards
   ☑ Native material (clay, mud, soil) 2 million Cubic Yards
   ☑ Other (Please specify) Cubic Yards
   ☑ Rock (rip/rap) 570,000 Cubic Yards
   ☑ Sand Cubic Yards
   ☑ Topsoil/Dirt Cubic Yards

Continue to page 6 for more of Step 10.
d. What equipment will be used for the proposed project? (Check the appropriate box(es).)

- Airboat
- Backhoe
- Barge mounted bucket dredge
- Barge mounted drilling rig
- Barge mounted pipe laying barge
- Bulldozer/Grader
- Dragline/Excavator
- Handjet
- Land based drilling rig
- Marsh buggy
- Other tracked or wheeled vehicles
- Self propelled pipe laying barge
- Tugboat

Note: For any equipment used, show the access route and construction right of way on the Maps and Drawings.

Step 11 of 16

a. What alternative locations, methods and access routes were considered to avoid impact to wetlands and/or waterbottoms?

N/A

b. What efforts were made to minimize impact to wetlands and/or waterbottoms?

Material dredged from 12.5 Boudreaux will be used basically to create 20.4 acres of Wetlands. This material will be placed in shallow open water and fragmented more from site within fate. Boudreaux will be dredged to -20 feet MLLW at and over a large area to avoid ocean conditions.

Step 12 of 16

a. Are you applying for a Coastal Use Permit?

- NO (If NO, proceed to Step 13.)
- YES (If YES, read the following information.)

Requirements for Notification of Landowners.

It is the responsibility of the applicant to notify the landowner(s) of the property about this proposed project. Notification must include providing each impacted landowner with a copy of the permit application (form and plats) at the time the application is submitted to the Coastal Management Division.

While this is a legal requirement to ensure that property owners are aware of proposals which might impact their land, it also serves as a proactive measure to initiate communication between the applicant and the landowner(s), especially when mitigation might be necessary. Since mitigation can be a lengthy process, taking proactive steps early in the process may significantly reduce the time necessary to receive an authorization.

Continue to page 7 for more of Step 12.
b. Are you the sole owner of the property on which the proposed activity is to occur?

- [ ] YES (If YES, proceed to Step 13.)
- [ ] NO (If NO, follow the instructions below.)

Check ☑ the appropriate box(es) and complete the landowner information to attest to CMD that a copy of this application has been sent to all landowners whose property will be impacted by the project.

- The applicant is an owner of the property on which the proposed described activity is to occur.
- The applicant has made every reasonable effort to determine the identity and current address of the owner(s) of the land on which the proposed described activity is to occur. If necessary, a search of the public records of the parish in which the proposed activity is to occur.
- The applicant hereby attests that a copy of the application has been distributed to the following landowners.

Landowner #1:
Name of Landowner: ___________________________
Mailing Address:
Street Address or P.O. Box: _______________________ Unit/Apartment #: __________
City: ___________________ Parish: _______ State: _______ Zip: _______

Landowner #2:
Name of Landowner: ___________________________
Mailing Address:
Street Address or P.O. Box: _______________________ Unit/Apartment #: __________
City: ___________________ Parish: _______ State: _______ Zip: _______

C. Does the proposed activity present potential impacts to vegetated wetlands?

- [ ] NO (If NO, proceed to Step 13.)
- [ ] YES (If YES, read the information below; submit the Landowner Compensatory Mitigation Request/Waiver.)
- [ ] NOT SURE (If NOT SURE, read the information below; submit the Landowner Compensatory Mitigation Request/Waiver.)

Landowner Rights
- The affected landowner(s) whose property may be impacted by the proposed project has(have) the option of requesting that compensatory mitigation be done on their property.
- Once CMD determines that mitigation is required, they will notify the applicant and all affected landowners of the extent and type of habitat impacted. The landowner(s) will be given (30) thirty days to formally request or waive their mitigation option. (This can cause substantial delays in processing of the application.)

Applicant Responsibilities
- Coordinate with the affected landowner(s) to develop a conceptual compensatory mitigation plan. This plan should be designed to offset the adverse impacts to vegetated wetlands which will occur from the proposed project. (This can also cause substantial delays in processing of the application.)
- To avoid delays, it is recommended that, prior to sending the application to CMD, you contact affected landowner(s) to:
  - Inform them of possible wetland impacts and discuss their compensatory mitigation rights; and
  - Ask them to indicate their intentions regarding compensatory mitigation on the form.
- Submit the Landowner Compensatory Mitigation Request/Waiver form along with your application.
Joint Permit Application

Step 13 of 16

Why are Maps and Drawings required to obtain a permit?

A Quality Maps and Drawings are required to process the Joint Permit Application and for Public Notice. They must visually reflect what will be done in the proposed project and are key to the overall evaluation.

The following Maps and Drawings must be submitted with the Joint Permit Application and must show both existing and proposed conditions:

- Vicinity Map - illustrates the location of the proposed project relative to surrounding areas;
- Plan View Drawing - illustrates an overhead view of the proposed project; and
- Cross Section Drawing - illustrates a side view of the proposed project.

In general, all Maps and Drawings should be:

- Legible and clearly labeled on single sided 8½ x 11 size paper; (large drawings that are reduced in size to fit the 8½ x 11 format are not acceptable if the scale is no longer accurate and if dimensions and details are not clear and easy to read after reproduction in the Public Notice);
- Drawn to scale with the scale identified on each drawing; (If you cannot provide Maps and Drawings to scale, you may submit the dimensions of the proposed and existing features of the work area displayed);
- Black and white ONLY (Colored Maps and Drawings will NOT be accepted);
- Accurate and reproducible;
- Placement of the north arrow, title, legend and scale bar must be consistent on Maps and Drawings; and
- Information provided in Steps 1 through 12 must be consistent with the Maps and Drawings.

Inadequate or poor Maps and Drawings are the primary reason for delays in the permitting process. Sample Maps and Drawings are provided with this Joint Permit Application package for your assistance.

Note: For additional assistance with specific requirements, refer to the samples provided in this application package.

Step 14 of 16

Who needs to certify and sign this application?

Read the following information. Print your name, sign and date to certify this application for processing.

- Application is hereby made for a permit or permits to authorize the work described in this application.
- To the best of my knowledge the proposed activity described in this permit application complies with and will be conducted in a manner that is consistent with the Louisiana Coastal Management Program.
- I certify that the information in this application is complete and accurate.
- If applicable, I also certify that the declarations in Step 12, notification to landowner(s), are complete and accurate.
- I will abide by the conditions of the permit or license if issued and will not begin work without the appropriate authorization.
- Permission is granted to the agencies responsible for authorization of this work, or their duly authorized representative, to enter the property site during working hours for inspection purposes.
- If applicable, I authorize the agent identified in Step 2 to act in my behalf as agent for this application and the agent will furnish, upon request, information in support of this application.

Russell C. Watson, Custos

Applicant Signature

Date

As the agent, I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

Note: If an agent is being used, the applicant and agent must sign and date this application.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device, any material fact or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than 5 years or both.

Continue to page 9 for Step 15.
Joint Permit Application

Step 15 of 16

The following fees apply and must be received in order to process the application.

a. Check ☐ the appropriate box to indicate the fee type: (See the "Glossary" on page 10 for the definitions of terms.)
   ☐ $100.00 - Non-Residential
   ☐ $20.00 - Residential

   • If your activity involves dredging or filling, CMD will bill you on the basis of $.04 per cubic yards for residential uses and $.05 per cubic yards for all other uses.
   • Fees may not apply if the Joint Permit Application is being processed by the local Parish.
   • Additional fees may be assessed for mitigation processing.

b. Check ☐ the appropriate box to indicate payment method:
   ☐ Check/Money Order
   ☐ Credit Card (Visa or Mastercard only)
   ☐ Electronic Transfer
   ☐ Escrow Account

   • Make Check/Money Order payable to the Coastal Management Division.
   • To pay by Credit Card, Electronic Transfer or Escrow Account, call CMD at 1-800-267-4019 to provide specific account information or provide account information on a separate sheet of paper and include with application.
   • Cash is not accepted.

Step 16 of 16

To submit this permit application, Maps and Drawings and all supporting documentation, select an option below.

MAIL:
Coastal Management Division
P.O. Box 44487
Baton Rouge, LA 70804-4487
If you select the MAIL option, submit the original and (7) seven copies of the Joint Permit Application, Maps and Drawings and supporting documentation.

EXPRESS MAIL:
Coastal Management Division
617 North 3rd Street,
Suite 1048
Baton Rouge, LA 70802
Phone: 225-342-7591
If you select the EXPRESS MAIL option, submit the original and (7) seven copies of the Joint Permit Application, Maps and Drawings and supporting documentation.

FAX:
225-342-6760
Attention: Coastal Management Division, Joint Permit Application Processing
• Include a cover sheet with the total number of pages; and
• If you select the FAX option, follow-up with one of the mail options to prevent delay if the fax is not legible.
• Payment arrangements should be made prior to faxing your application by calling CMD at 1-800-267-4019.

Continue to page 10 for the "Glossary of Terms".
| TRACT #5 | XXX |
| TRACT #6 | XXX |
| TRACT #7 | CLAUDE P. PRICE |
| TRACT #8 | XXX |
| TRACT #9 | LAURA PORCIE AUTHMENT |
| TRACT #10 | LARRY AUTHMENT |
| TRACT #11 | PEGGY DUPLANTIS ET AL |
| TRACT #12 | CALVIN J. AUTHMENT |
| TRACT #13 | CALVIN J. AUTHMENT |
| TRACT #14 | KIM A. DOMANGUE |
| TRACT #15 | DEBORAH CARNEY HEBERT |
| TRACT #16 | REINALDO R. BEAL |
| TRACT #17 | ERIC J. CARLOS |
| TRACT #18 | KENNIE DWIGHT MARYLAND |
| TRACT #19 | WILSON DUPLANTIS |
| TRACT #20 | THE CONGREGATION OF THE H |
| TRACT #21 | ROBERT J. BODREAUX ET A |
| TRACT #22 | ROBERT J. BODREAUX ET A |
| TRACT #23 | CLEUS C. BERGERON SR. |
| TRACT #24 | MRS. BERTHA A. BODREAUX |
| TRACT #25 | DUPLANTIS EXPLORATION INC. |
| TRACT #26 | EUNICE BLANCHARD VOISIN |
| TRACT #27 | JAMES J. COLLINS JR ET |
| TRACT #28 | BRYAN W. VOISIN |
| TRACT #29 | WESLEY JOHN FITCH |
| TRACT #30 | YVONNE CHAUVIN AUTHMENT |
| TRACT #31 | SIDNEY HEBERT |
| TRACT #32 | LAWRENCE LUKE |
| TRACT #33 | LL&J BURLINGTON RESOURC |
| TRACT #34 | ANTOINE H. BOUG |
| TRACT #35 | JAMES J. CARLOS |
| TRACT #36 | ESTATE OF JAMES J. CARLOS |
| TRACT #37 | XXX |
| TRACT #38 | XXX |
| TRACT #39 | XXX |
| TRACT #40 | ESTHER C. GUIDRY ET AL |
| TRACT #41 | MOAH P. DRODYNE |
| TRACT #42 | PATRICIA CHARLES |
| TRACT #43 | TRAVIS J. LUKE ET AL |
| TRACT #44 | XXX |
| TRACT #45 | XXX |
| TRACT #46 | XXX |
| TRACT #47 | XXX |
| TRACT #48 | ROBERT J. BODREAUX SR. |
| TRACT #49 | XXX |
| TRACT #50 | XXX |
| TRACT #51 | RYAN PROPERTIES INC ET |
| TRACT #52 | RYAN PROPERTIES INC ET |
| TRACT #53 | JEROME JOSEPH FANGUY |
| TRACT #54 | ABEL J. BODREAUX ET AL |
| TRACT #55 | CAMILLE J. COLLINS |
| TRACT #56 | EDDIE VOISIN JR |
| TRACT #57 | GLYNN J. DUPLANTIS |
| TRACT #58 | PERCY PETER DUPLANTIS |
| TRACT #59 | XXX |
| TRACT #60 | JESSIE C. SCOTT ET AL |
| TRACT #61 | WILBERT JOS MARONGE |

**LANDOWNER LISTINGS**

**TE-46 - WEST LAKE BODREAUX**

**CONSTRUCTION UNIT NO: 1**

**TERREBONNE PARISH, LOUISIANA**
ATTACHMENT VI

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

OPERATION, MAINTENANCE, AND REHABILITATION BUDGET
ATTACHMENT VI

OPERATION AND MAINTENANCE BUDGET

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

LEAD AGENCY: United States Fish and Wildlife Service

PROJECT FEATURES

- 12,447 linear feet of foreshore rock dike
- 220 acres of marsh creation

OPERATION AND MAINTENANCE / REHABILITATION ASSUMPTIONS

The operation, maintenance, and rehabilitation budget for the West Lake Boudreaux Shoreline Protection and Marsh Creation (TE-46) was based on the following assumptions:

Year 2 - Degrade earthen containment dikes to marsh elevation.

Year 10 - Assume 2.0 foot lift of rock rip-rap will be required along the entire length of foreshore rock dike with estimated quantity of 26,642 tons.

Rebuild earthen plug.

OPERATION AND MAINTENANCE CONSIDERATIONS

(Based on a 20 year project life; costs include inflation)

A. **ANNUAL INSPECTIONS:** $128,100

   (1 day field trip with 5 team members including federal participant, boat, and report form)

B. **ANNUAL COST OF OPERATIONS:** $0

   (No operations required for this project)

C. **PREVENTATIVE MAINTENANCE** $0

D. **COSTS FOR MAINTENANCE PROJECT AT YEAR 2 (2011)**

   **Construction:**

   1. Mobilization/Demobilization $ 34,000
      
      (lump sum)
2. Degrade Earthen Containment Dikes  $ 123,444  
   (10,160 L.F. @ $12.15/L.F.)


Construction Total:  $ 164,894

Total Construction Cost (Actual)  $ 164,894

**TOTAL COST FOR MAINTENANCE AT YEAR 2 (2011)  $ 164,894**

**E. COSTS FOR MAINTENANCE PROJECT AT YEAR 10 (2019)**

**Construction:**

1. Mobilization/Demobilization  $ 100,000  
   (lump sum)

2. Recap rock dike  $1,998,150  
   (26,642 tons @ $75/ ton)

3. Rebuild Earthen Plug  $ 10,000  
   (lump sum)

Construction Total:  $2,108,150

Contingency (25%)  $ 527,038  
   $2,635,188

**Total Estimated Construction Cost (2019):**  $2,635,188

5. LDNR Administration  $ 46,880


   Basic E&D Services:  $184,463  
   ($2,635,188 x 7%)

   Construction Inspection:  $ 85,500  
   (900 hrs. @ $95)

   Construction Administration:  $ 25,000  
   (200 hrs @ $125/hr)
As-built Survey: $ 17,500  
(5 days @ $3,500/day)

| TOTAL COST FOR MAINTENANCE AT YEAR 10 (2019) | $2,994,531 |

OPERATION, MAINTENANCE AND REHABILITATION (O&M) BUDGET SUMMARY – TE-46 WEST LAKE BOUDREAUX

| O&M Budget: | $3,287,525 |
Year 10 Maintenance – Rock Quantity Calculations

Rock Dike: Assume a 2.0’ lift along the entire length of rock dike.

Length: 12,772 linear ft.
Height: Use avg. settlement of 2.0’
End area: 16.0 sq. ft.
Volume: 7,569 cu. yd.
Quantity: 7,569 cu. yd. x 1.6 = 12,110 tons x 1.10 (losses) = 13,321 tons
(Eliminated year 5 of the original Maintenance Budget and included the 13,321 tons in Year 10 for a total of 26,642 Tons)
**Annual Inspections**: (Beginning in 2007 including inflation)

Annual Inspection Field Trip Rate  $4,047  
(*USFWS, One-Day, Based on PPL12 Summary Cost Data for O&M Functions, 2002*)

<table>
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<th>Year</th>
<th>Rate Calculation</th>
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| Annual Inspections | $128,100 |
ATTACHMENT VII

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION (TE-46)

OPERATION OF STRUCTURES
ATTACHMENT VIII

WEST LAKE BOUDREAUX SHORELINE PROTECTION AND MARSH CREATION
(TE-46)

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 that may require maintenance. An annual inspection report outlining these field observations will be drafted by CPRA. 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 and any observed 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 events.