### PROJECT COMPLETION REPORT

PROJECT NAME: Sign and Timber Pile Cap Replacement Project

CWPPRA/State Project No. BA-02, TE-22, and TE-26

Report Date: 10 Sept 2018 By: Coastal Protection and Restoration Authority

### 1. Project Managers/Contracting Officer

CPRA Construction Engineer	Ben Hartman, P.E.	Telephone	985-449-5073
NOAA-NMFS Project Manager	Twyla Cheatwood	Telephone	252-728-8758
Magnolia Project Manager	Terry Songy	Telephone	504-462-0611
Magnolia Construction Superintendent	Jason Williams	Telephone	985-630-0703
Magnolia Construction Superintendent	Junior Wade	Telephone	985-212-9175
Magnolia Construction Superintendent	Avery Castille	Telephone	337-342-5717

### 2. Location and Description

### **BA-02 - GIWW to Clovelly Hydrologic Restoration - Project Description**

The GIWW to Clovelly Hydrologic Restoration Project encompasses approximately 14,948 acres of marsh habitat located in the Barataria Basin near the Gulf Intracoastal Waterway (GIWW) in Lafourche Parish, Louisiana. The project is bounded to the north by an arbitrary line through the marsh from the shoreline of Little Lake to the hurricane protection levee northwest of Clovelly Farms, to the west by the South Lafourche hurricane protection levee, to the south by Breton Canal and Superior Canal, and the east by Little Lake and Bay L' Ours.

The GIWW to Clovelly (BA-02) project is a hydrologic restoration project consisting of four (4) fixed crest weirs, one (1) variable crest weir, four (4) canal plugs, one (1) channel plug with culvert and flap-gate, 5,665 linear feet of lake rim restoration and approximately 5,023 linear feet of earthen bank stabilization. The purpose of the project is to protect and nourish intermediate marsh in the project area by restoring natural hydrologic conditions, promote greater use of available freshwater and nutrients, limit rapid water level exchange, slow water exchange through over-bank flow, and reduce rapid salinity spikes and saltwater intrusion.

### TE-22 - Point au Fer Island Hydrologic Restoration - Project Description

The Point Au Fer Island Hydrologic Restoration Project encompasses 5,230 acres of intermediate and brackish marsh and open water on Point Au Fer Island located approximately 30 miles south of Morgan City, Louisiana, in Terrebonne Parish. Point Au Fer Island lies approximately 6 miles southeast of the mouth of the Atchafalaya River. The island is bordered by the Gulf of Mexico to the south, Atchafalaya Bay to the west, Four League Bay to the north and northeast, and Oyster Bayou tidal pass to the east.

The Point Au Fer Island Hydrologic Restoration Project was constructed in three (3) phases. Phase I consisted of seven (7) canal plugs located in two pipeline canals. Four (4) timber plugs, Plugs No. 1, 2, 7, and 8, were constructed in Hester Canal (east-west). One (1) timber plug, Plug No. 6, and two (2) reef shell plugs, Plugs No. 3A and 4, were constructed in Transco Canal (north-south). Construction of the Phase I canal plugs was completed in December 1995. Phase II consisted of approximately 3,600 linear feet of rock shoreline protection of Areas 1, 2, and 3 along the Gulf of Mexico adjacent to the Mobil Canal. Phase II construction was completed in May 1997. Phase III consisted of extending the rock shoreline protection 3,037 linear feet to the east (Area 4) and 625 linear feet to the west (Area 5). Prior to construction of Phase III, a change order added an additional lift of rock over 388 linear feet of the Phase II shoreline protection to repair a breach area located near the east end of Phase II. Additionally, Phase I Plug No. 4 was rebuilt with dredged material. Also, the existing Transco Canal steel bulkhead/rock plug (Plug No. 4A), located approximately 200 feet south of Plug No. 4, was reinforced by placing Petraflex mats (articulated concrete mats, 8' x 20' x 9") along the Gulf shoreline to the west and east of the existing Plug No. 4A. A total of 67 mats were placed on the west side and 58 mats were placed on the east side of Plug No. 4A. Phase III construction was completed in June 2000.

### TE-26 - Lake Chapeau Hydrologic Restoration and Marsh Creation - Project Description

The Lake Chapeau Hydrologic Restoration and Marsh Creation project is located on Point au Fer Island approximately 30 miles south of Morgan City, Louisiana. The project is bounded by Four League Bay to the northeast, Atchafalaya Bay to the west, Locust Bayou and a network of canals to the south, and Wildcat Bayou to the east. Structure #3 of the Lake Chapeau Project is located along the southwest shoreline of Four League Bay north of Structure #4.

The Lake Chapeau Marsh Creation and Hydrologic Restoration (TE-26) project is a marsh creation and hydrologic restoration project consisting of the creation of approximately 168 acres of marsh using dredge material from the Atchafalaya Bay and construction of seven (7) rock weirs across various oil field canals within the project area. The project was designed to restore the marshes west of Lake Chapeau by reestablishing a hydrologic separation between Locust Bayou and the Alligator Bayou watersheds. This was partially accomplished by hydraulically dredging sediments from the Atchafalaya Bay and filling large open water areas on the interior island near Lake Chapeau. Another objective of the Lake Chapeau project was to restore the islands natural hydrologic flow patterns by constructing weirs, spoil bank gapping and maintenance dredging of natural bayous within the project area.

### 3. Final As-Built Features

In an effort to address deficiencies with signage, corroded sheet metal piling caps and to reduce overall costs, this maintenance event combined all three projects (BA-02, TE-22, and TE-26). The maintenance event included the following repairs:

- 1. Five (5) new warning signs, including angle irons and washers on BA-02;
- 2. Two (2) new sign supports on TE-22;
- 3. Twenty Four (24) new warning sign on TE-22;
- 4. One Hundred and Three (103) New Timber Pile Caps on TE-26.

### 4. Items of Work and Cost Elements

Item	Work	Unit	Bid.	Engineer's	Engineer's est.	Bid Unit	Bid Amount
No.			Quantity	Unit Price		Price	
1	Mobilization/Demobilization (BA-02)	Lump Sum	1	\$1000	\$1,000.00	\$656.00	\$656.00
2	Warning Sign Replacement (BA-02)	Lump Sum	5	\$700	\$3,500.00	\$996.40	\$4,982.00
3	Mobilization/Demobiliza tion (TE-22)	Lump Sum	1	\$1000	\$1,000.00	\$656.00	\$656.00
4	Warning Sign support Replacement (TE-22)	Lump Sum	2	\$1000	\$2,000.00	\$2,001.00	\$4,002.00
5	Warning Sign Replacement (TE-22)	Lump Sum	24	\$700	\$16,800.00	\$695.00	\$16,680.00
6	Timber Pile Cap Replacement	Lump Sum	103	\$100	\$10,300.00	\$68.00	\$7,004.00
				ı	\$34,600.00	Base Bid Amount	\$33,980.00

### 5. Construction and Construction Oversight

Prime Construction Contractor	Magnolia Dredge and Dock, LLC.
Subcontractor	N/A
Original Construction Contract	\$33,980.00
Change Orders	\$0.00
Final Construction Amount	\$33,980.00
Construction Oversight	CPRA In-house Inspection
Construction Administration Fees to Date	\$0.00

### 6. Major Equipment Used

Project scope was completed using the following equipment:

- (1) Crew Boat
- (2) Canoe

In order to complete this project, Magnolia purchased and utilized a new shallow draft crewboat.

### 7. Discussion of Construction Sequences and Activities, Problems Encountered

### BA-02 - GIWW to Clovelly Hydrologic Restoration Project

Magnolia Dredge & Dock, LLC (Magnolia) was awarded the construction contract as lowest bidder and a notice proceed was issued August 16<sup>th</sup> 2017. Equipment and personnel were allowed onsite seven days a week but only present in fair weather conditions.

Five (5) bent warning signs were removed from their timber piles and replaced in kind on October 24<sup>th</sup>, 2017. An added angle iron prevents future high winds from bending the signs. All sign replacement work for BA-0002 was completed in a day.

## <u>TE-22 Point au Fer Island Hydrologic Restoration & TE-26 Lake Chapeau Hydrologic Restoration</u> and Marsh Creation

Magnolia Dredge & Dock, LLC (Magnolia) was awarded the construction contract as lowest bidder and a notice proceed was issued August 16<sup>th</sup> 2017. Equipment and personnel were allowed onsite seven days a week but only present in fair weather conditions. Work for this project began September 25<sup>th</sup> and ran all the way up to November 14<sup>th</sup>, the last contract day. Personnel worked from a shallow draft crew boat and canoe.

The goal of warning sign replacement on TE-22 was to put project features in acceptable conditions before project the close-out phase. Two of these signs had missing or damaged supports which needed replacing. The contractor affixed one to the wooden weir (Structure No. 6) and another was hand driven to refusal on structure No. 3A.

The Contractor installed twenty four (24) warning signs across six structures (#1, #2, 3A, #6, #7, #8) on TE-22; each weir had four new signs (with accompanying neoprene washers & tie rods) installed.

The Contractor replaced one hundred and three (103) timber pile caps across five structures (#1, #5, #6, #7, #9) on TE-26. All pile caps at these structures have been replaced with 26 gage-galvanized flashing.

The only problems encountered during construction were due to poor weather conditions and lack of adequate draft depth to complete work.

### 8. Final Inspection

Upon completion of work on Point Au-Fer Island, a final inspection was scheduled to review all work. The inspection date was pushed back several times due to adverse weather conditions and low water for navigation, which led to the Contractor hiring a seaplane to conduct a quick inspection across all projects regardless of conditions.

Final Inspection of Project Features took place on December 12, 2017, attendance is listed in Table 1, below.

**Table 1 Final Inspection Attendees** 

Organization/Function	Name	Contact Number
CPRA Const. Engineer & Inspector	Benjamin Hartman, P.E.	(985) 449-5073
Magnolia Project Manager	Terry Songy	(504) 462-0611

### 9. Safety and Accidents

There were no accidents reported during construction.

### **10. Significant Construction Dates:**

<u>Action</u>	<u>Date</u>
Bid Opening	June 20, 2017
Construction Contract	August 14, 2017
Preconstruction Conference	
Notice to Proceed	August 16, 2017
Mobilization	September 25, 2017
Construction Start	September 25, 2017
Construction Completion	December 12, 2017
Final Acceptance	December 12, 2017

# APPENDIX A NOTICE TO PROCEED



## State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

August 16, 2017

### **NOTICE TO PROCEED**

Stephen Loupe, Manager Magnolia Dredge and Dock, LLC 1730 Orleans Street Mandeville LA 70448

RE:

Sign Replacement and Timber Piling Cap Replacement Project

(BA-0002; TE-0022; TE-0026) Amount of Contract: \$33,980.00

Dear Mr. Loupe:

You are hereby notified to commence work on the referenced contract on or before August 16, 2017, and are to fully complete the work within Ninety (90) consecutive calendar days thereafter. Your contract completion date is therefore November 14, 2017.

The contract provides for assessment of the sum of \$500.00 per day as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Once you have obtained your Certificate of Recordation, please submit it to our office. <u>No</u> invoice payments will be processed without this <u>document</u>.

If there are any questions, in regards to this project, please contact Dean Andrus at 225-342-7295.

Sincerely

Dean Andrus

Coastal Resources Program Specialist 3

Attachments

CC: Financial Services Division File

Project Manager

## CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this day of August, 2017, by Magnolia Dredge and Dock, LLC., hereinafter called the "Contractor", whose business address is 1730 Orleans Street, Mandeville, LA 70448, and the State of Louisiana, Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".
Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:
Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Project Name: Sign Replacement & Timber Piling Cap Replacement Project

in strict accordance with Contract Documents prepared by Owner.

BA-0002; TE-0022; TE-0026

Project No.

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Plans, all Specifications (including General Provisions, Special Provisions, and Technical Specifications), any Addenda thereto, Instructions To Bidders, this Contract, Advertisement For Bids, Affidavit, Bid Form, Bonds (Bid, Performance, and Payment), any and all Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, Change Orders, Field Orders, and Claims, if any, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

<u>Time for Completion</u>: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within <u>90</u> consecutive calendar days from and after the said date.

<u>Liquidated Damages</u>: Contractor shall be assessed Liquidated Damages in the amount of <u>\$500.00</u> per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

<u>Compensation to be paid to the Contractor</u>: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of <u>Thirty-Three-Thousand-Nine-Hundred-Eighty-Dollars-and-No-Cents (\$33,980.00)</u> which sum represents the Contract Price.

Performance and Payment Bond: To these presents personally came and intervened Mary Catherine Turner, Attorney-in-Fact, herein acting for Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of Thirty-Three-Thousand-Nine-Hundred-Eighty-Dollars-and-No-Cents (\$33,980.00). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

payment(s).

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

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, age, or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in SEVEN (7) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

BY:

Michael R. Ellis, Executive Director

Magnolia Dredge and Dock, LLC

BY:

Stephen Loupe, Manager

SURETY: Philadelphia Indempity Insurance Company

BY:

ATTORNEY IN FACT

Mary Catherine Turner, Attorney-in-Fact

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

ADDRESS
(610) 617-7900

TELEPHONE NUMBER

### STATE OF LOUISIANA PARISH OF East Baton Rouge

PROJECT NO.: <u>BA-0002</u>; <u>TE-0022</u>; <u>TE-0026</u>

NAME: Sign Replacement & Timber Piling Cap Replacement LOCATION: Lafourche Parish and Terrebonne Parish, Louisiana

### AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Stephen Loupe Magnolia Dredge & Dock, LLC who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

### PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 DAY OF John

DAVID W. CARLEY NOTARY PUBLIC NOTARY PUBLIC ID# 57721 STATE OF LOUISIANA My Commission Expires

At Death

## PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>Garrett Turner</u>, <u>Mary Catherine Turner</u>, <u>Meghann Catherine Turner</u> & <u>Ronald T. Turner of Surety Bond Brokers Of LA. Inc.</u>, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000,00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Romas

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENHTYLVANIA

NOTA HOWERS, NOTATY PUBLIC
LOWER MERION TWP., MONTGOMBY COUNTY
MY COMMISSION Expires Jan. 8, 2018
HINSEL HARMYONG USENIANS OF STULLEY
HY COMMISSION EXPIRES JAN. 8, 2018

Notary Public:

Nova Howard

(Notary Seal)

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

day of

, 20



Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

### APPENDIX B NOTICE OF ACCEPTANCE



## State of Louisiana

John Bel Edwards Governor

### **MEMORANDUM**

December 18th, 2017

To:

Allison Richard, Project Support Manager

Through:

Daniel Dearmond, P.E., Regional Manager (DD) 12/18/17

Through:

Brian Babin, P.E., Engineer Supervisor

From:

Benjamin Hartman, E.I., Construction Manager BJH

Subject:

**Final Acceptance** 

Project BA-0002; TE-0022; TE-0026

Lafourche Parish, Louisiana

Sign Replacement & Timber Piling Cap Replacement

The project has been completed and approved in accordance with the contract documents. The project scope was completed by November 15<sup>th</sup>, the end of contract time. Final inspection of the work was conducted on December 13<sup>th</sup>, 2017 at the project site with Magnolia Dredge & Dock LLC. Based on the final inspection, it is recommended the Notice of Acceptance by Owner be issued.

As a reminder, there were two invoices for this work processed November 1<sup>st</sup> and December 11<sup>th</sup>; there is no additional invoice associated with this Final Acceptance, only the remaining retainage once the clear lein has been received.

### **Funding (BA-0002):**

WBS:

C.120002.8

Fund:

F1000000A0 (QWPPRA funding code 10900Z1200; 85% Federal, 15% State)

IO:

**Grant:** 

C.109030002.93

GL:

5620103

Funding (TE-0022):

WBS:

C.190022.8



Fund:

F1000000A0 (QWPPRA funding code 10900Z1200; 85% Federal, 15% State)

IO:

Grant:

C.109040297.97

GL:

5620103

### Funding (TE-0026):

WBS:

C.190026.8

Fund:

F1000000A0 (QWPPRA funding code 10900Z1200; 85% Federal, 15% State)

IO:

Grant:

C.109040292.99

GL:

5620103

Should you have any questions or need additional information, please feel free to contact me at (985) 449-5073 or benjamin.hartman@la.gov

BJH/bjh