

**OPERATION, MAINTENANCE, AND
REHABILITATION PLAN FOR
SOUTH SHORE OF THE PEN SHORELINE
PROTECTION AND MARSH CREATION (BA-41)**



November 4, 2015

**State of Louisiana
Coastal Protection and Restoration Authority
Operations Division
New Orleans Regional Office**

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OPERATION, MAINTENANCE, AND REHABILITATION PLAN

SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND MARSH CREATION

(BA-41)

The State of Louisiana Coastal Protection and Restoration Authority (CPRA) and the Natural Resources Conservation Service (NRCS) 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 Sharing Agreement, DNR Agreement No. 2511-06-05 dated December 7, 2005 with amendments effective June 3, 2008 and June 4, 2009 (Attachment I).

The project features covered by this plan are inclusive of and are identified as the South Shore of The Pen Shoreline Protection and Marsh Creation Project (BA-41). CPRA intends to use this Plan to maintain this project in a condition that will generally provide the anticipated benefits on which the project was based. 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 South Shore of The Pen Shoreline Protection and Marsh Creation Project (BA-41) was 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. South Shore of The Pen Shoreline Protection and Marsh Creation Project (BA-41) was approved on the 14th Priority Project List.

1. PROJECT DESCRIPTION, PURPOSE, AND LOCATION

The South Shore of The Pen Shoreline Protection and Marsh Creation Project (BA-41) consists of reducing shoreline erosion along the south shore of the Pen and creating and nourishing marsh located between The Pen and the Barataria Bay Waterway. Approximately 11,037 linear feet of shoreline protection was constructed along the south shore of The Pen. The originally planned project included approximately 175 acres of marsh creation and 132 acres of marsh nourishment within the triangular area bounded by the south shore of The Pen, the Barataria Bay Waterway (Dupre Cut) and the Enbridge Pipeline canal. Due to limited funding approval, the constructed portion of the project includes 64 acres of marsh creation and 14 acres of marsh nourishment.

The project has a twenty (20) year economic life, which began in April 2012. The principal project features include:

- Shoreline Protection (11,037 LF of Rock Riprap)
- Marsh Creation/Nourishment (64/14 acres)
- 21 permanent warning signs on timber piles

2. CONSTRUCTION COMPLETION

The South Shore of The Pen Shoreline Protection and Marsh Creation (BA-41) project 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 benefit 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 NRCS will require operation, maintenance, repair, and/or rehabilitation throughout the twenty (20) year life of the project.

Shoreline Protection

Approximately 11,037 LF of rock riprap shoreline protection will require maintenance. Two maintenance lifts are anticipated due to settlement of the base of this structure. In year 3, 25% of the original structure will be replaced. In year 14, 10% of the structure will be replaced.

Settlement Plate and Marsh Elevation Surveys

Nineteen (19) settlement plates were installed during construction along the rock dike for monitoring settlement of the base on which the rock riprap is placed. These plates were surveyed during installation and during the as-built data collection of the construction phase. Under the O&M phase, these settlement plates will be re-surveyed at years 4, 7, 10, and 14.

During years 7 and 14, marsh elevation surveys will be conducted along 1/3 of the previously established survey lines. The purpose for these surveys is to check elevations in the marsh creation area post-construction.

Warning Signs

21 permanent warning signs were attached to timber piles placed at intervals along the shoreline protection structure. These signs will be monitored for damage during the annual inspections and repaired as needed for public safety.

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. STRUCTURE OPERATIONS

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 Sharing Agreement, assume all responsibilities for maintenance and rehabilitation of the accepted, completed project features identified in Section 4.
2. Conduct joint site inspections with NRCS of the project site annually and after major storm events if determined to be necessary by CPRA and/or NRCS. CPRA will submit to NRCS, 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 and NRCS. NRCS 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 NRCS with final copies of all project corrective action designs and specifications for review and concurrence by NRCS. 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 NRCS. Any plan and/or specification change both before and after award of construction contracts shall be approved by CPRA in coordination with NRCS.

4. NRCS 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 NRCS.

B. NRCS 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 or NRCS.
2. Provide guidance for the development of plans and implementation of the project, review final copies of any maintenance and rehabilitation project designs and specifications, and provide review and approval of all planning and construction details prior to formal request for construction bids or any corrective actions for the project.
3. Provide the Federal contribution towards operations and maintenance activities as specified in the Cost Sharing Agreement between CPRA and NRCS.

The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the South Shore of the Pen Shoreline Protection and Marsh Creation Project (BA-41) according to this document, referenced Cost Sharing Agreement, plans, and all applicable permits and laws.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: W. B. [Signature]

Date: 11-24-15

Title: ASTC/WR

STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

By: John Troutman

Date: 11/30/15

Title: Regional Operations Manager

ATTACHMENT I

COST SHARE AGREEMENT

Approved Under LNR Delegation Authority

OFMS#

631971

Karen J. Lewis

COST SHARE AGREEMENT

BETWEEN

NRCS Agreement No. CWPPRA-05-02
DNR Agreement No. 2511-06-05
Approved Format 16A

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

THE STATE OF LOUISIANA

FOR PLANNING, ENGINEERING AND DESIGN, CONSTRUCTION, OPERATION,
MAINTENANCE, REHABILITATION AND MONITORING OF THE
SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND
MARSH CREATION PROJECT

(BA-41)

THIS AGREEMENT, entered into this 7th day of December, 2005 by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service, (hereinafter referred to as "NRCS"), acting by and through the State Conservationist, 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 South Shore of the Pen Shoreline Protection and Marsh Creation project (BA-41) 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 on July 27, 2005; and,

WHEREAS, upon successful completion of Phase I, expenditure of Phase II funding for the South Shore of the Pen Shoreline Project may be authorized by the PL 101-646 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(e) 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, NRCS 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 cost in actual cash and the remaining balance of its share in the form of cash and/or 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 (BA-41) South Shore of the Pen Shoreline Protection and Marsh Creation Project. The (BA-41) Project is located in Jefferson Parish. The Project objectives are to create and nourish marsh with dredged material and to reduce shoreline erosion.
- b. The term **“total Project costs”** shall mean all costs incurred by DNR and NRCS directly related to implementation of the Project. Such costs shall be those costs incurred after July 27, 2005; 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 NRCS 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 July 27, 2005 and submitted to Congress.

d. The term “**Contracting Officer**” shall mean the warranted Contracting Officer of NRCS awarding the contract.

e. 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.

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, highways, levees, other floor control works and other facilities, structures, and improvements determined by NRCS 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 NRCS 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 NRCS 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 NRCS 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 NRCS and DNR. A draft Plan shall be prepared and approved at the 95% Design Review. Upon completion of the Project and prior to acceptance by DNR of the completed Project or functional portion of the Project, a final Plan shall be

prepared. 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 NRCS 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 NRCS 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 NRCS 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, draft OMRR&R Plan, 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 acquisition of real estate.

u. The term **“Phase II”** shall mean Construction, Post-construction Biological Monitoring, OMRR&R and the Acquisition of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision, and Inspection.

v. The term “CWPPRA Project Standard Operating Procedures Manual” shall mean the standard procedures to be used by NRCS and the State in the management of the Project. These standard procedures shall not supersede nor invalidate any rules or regulations internal to NRCS 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, landrights amendment processing and or acquisition, maintenance, operation, and/or rehabilitation responsibilities accepted by DNR. Said contribution also includes utilizing State – owned or leased equipment to transport NRCS personnel to fulfill the obligations within this Agreement.

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 NRCS 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 NRCS, or their engineering

representatives. 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 NRCS engineering representatives.

6. Acquire all land rights, servitudes, rights-of-way, easements, and material borrow and disposal areas associated with the Project, which are determined to be necessary, subject to cost-sharing terms previously identified.

7. Jointly develop an OMRR&R Plan with NRCS which will identify specific long-term maintenance, operation, repair, replacement and rehabilitation requirements. A draft Plan shall be completed and approved by the 95% Design Review. The final Plan will be developed upon completion of the Project features in accordance with Article I.m., and will be reviewed and modified as necessary after an evaluation conducted by DNR, with NRCS 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 Article VIII.a.

9. Assume all 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. NRCS 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 NRCS at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e.(1), CWPPRA Project Standard Operating Procedures Manual (Revision 10.0 dated March 16, 2005).

c. NRCS 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. Said contribution also includes utilizing NRCS – owned or leased equipment to transport DNR personnel to fulfill the obligations within this Agreement.

2. Prior to the advertisement of each construction contract, NRCS 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 costs 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 provided 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 NRCS to be necessary for Project construction, operation, monitoring, maintenance, and rehabilitation.
5. Participate and obtain concurrence with DNR on the level of design effort needed to determine the effectiveness of a project in achieving intended environmental benefits.
6. Provide all engineering, design, including, but not limited to, surveying, geotechnical investigations, hydrological modeling as deemed necessary by DNR and NRCS, 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.
7. Participate in a preliminary design review with DNR at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e.(1), CWPPRA Standard Operating Procedures Manual (Revision 10.0 dated March 16, 2005).
8. 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.
9. Comply with the Federal Acquisition Regulation (FAR), Agriculture Acquisition Regulation (AGAR), and Natural Resources Conservation Service Acquisition Regulation (NRCSAR) for all federal contracts associated with the Project.
10. Provide authorized technical services including, but not limited to, obtaining basic information; preparation of drawings, design, and specifications; performance of layout; inspection services; and quality assurance during construction. The design report, preliminary and final plans and specifications 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. NRCS 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 NRCS. Prior to the advertisement of any construction contract, DNR shall provide certification to NRCS 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 NRCS 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 NRCS for credit allowance as part of the DNR cost-share. Credit allowance for any costs above this estimate must be approved by NRCS.
 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 NRCS during the period of construction, DNR and NRCS 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 NRCS, 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 NRCS or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, NRCS, or its appointed representative, shall provide DNR with final copies of all Project designs and specifications for review and concurrence by DNR. NRCS, 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 NRCS 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 NRCS 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 NRCS 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 PL 101-646 Task Force has estimated a Phase I cost of \$1,311,146.00 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the Phase I costs. The amount of DNR's contribution is \$196,671.90. 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 \$1,311,146.00 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 \$65,557.30. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits. Should the PL 101-646 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, NRCS 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, NRCS 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 NRCS or its representative 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 NRCS through the funding mechanism specified in Article VI.b.2. of this Agreement. As construction of the Project proceeds, NRCS 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, NRCS determines that additional funds will be needed from DNR to meet DNR's required share, NRCS 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. NRCS will draw on the escrow account such sums as NRCS deems necessary to cover contractual and in-house fiscal obligations attributable to the Project on an annual basis, as well as costs incurred by NRCS prior to the initiation of construction but after July 27, 2005, according to Article I.b.

d. The escrow account will be managed for NRCS by the New Orleans District, U.S. Army Corps of Engineers. Funds will be withdrawn from the account and disbursed to NRCS 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, NRCS 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 NRCS 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, NRCS 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 NRCS) exceeds DNR's required non-federal share of total Project costs, NRCS 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 NRCS 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 I.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 NRCS in the OMRR&R Plan defined in Article I.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 NRCS and DNR.

b. DNR grants NRCS 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, NRCS 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 NRCS 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

NRCS 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. NRCS 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

NRCS 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 NRCS's 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, NRCS 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 NRCS 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, NRCS 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 NRCS 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, NRCS shall terminate or suspend work on the Project until DNR is no longer in arrears, unless NRCS 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 NRCS 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 NRCS:

State Conservationist
USDA-Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

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 PL 101-646 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, draft OMRR&R Plan, 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 acquisition of real estate. The PL 101-646 Task Force estimated Phase I cost for this Project at \$1,311,146.00. This is the total funding and obligation for NRCS and the State until Phase II funding is approved. Any cost in excess of this total Phase I cost is subject to Task Force approval and amendment of this Agreement, as provided in Article XX. The budget for Phase I by funding category includes the following:

1.	E & D (including supervision & administration)	\$1,283,332.00
2.	Easements and Landrights	\$ 26,409.00
3.	Pre – Construction Monitoring	\$ -0-
4.	Draft OMRR&R Plan	\$ -0-
5.	U.S. Army Corps of Engineers Proj. Mgmt.	\$ 1,405.00

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 cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. NRCS 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 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 NRCS State Conservationist and the DNR Secretary. Work on that particular funding category shall thereafter resume.

c. After Phase I has been substantially completed, the PL 101-646 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 acquisition 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.(2). of the CWPPRA Project Standard Operating Procedures Manual (Revision 10.0 dated March 16, 2005).

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

a. The program or activities conducted under this Agreement will be in compliance with the nondiscrimination provision contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap 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 Department of Agriculture or any agency thereof.

- b. The parties to this Agreement shall not discriminate on the basis of sexual orientation.

ARTICLE XXII – SURVEY

Prior to commencement of any construction activities, NRCS 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. NRCS 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.

**SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND
MARSH CREATION PROJECT (BA-41)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
7th, day of December, 2005, before the undersigned witnesses.

USDA
NATURAL RESOURCES CONSERVATION
SERVICE

BY: Donald W. Gohmert
Donald W. Gohmert
State Conservationist

THE STATE OF LOUISIANA

BY: Scott A. Angelle
Scott A. Angelle, Secretary
Louisiana Department of
Natural Resources

WITNESSES:

Cheryl Walters
Cheryl Walters
Rhonda Agnew
RHONDA A. Agnew
Kimberly Ryland
Kimberly A. Ryland

WITNESSES:

Sharon Ferguson
Sharon Ferguson
Julia Raiford
Julia Raiford
Karen Y. Lewis
Karen Y. Lewis

CERTIFICATE 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 Natural Resources Conservation Service and the State of Louisiana in connection with the **South Shore of the Pen Shoreline Protection and Marsh Creation Project (BA-41), Jefferson 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 16th day of December, 2005.



Isaac Jackson Jr.
General Counsel

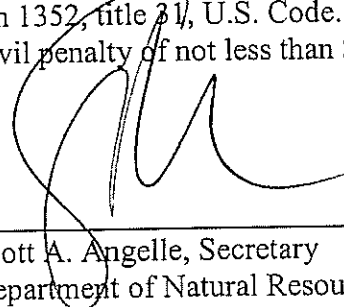
CERTIFICATION REGARDING LOBBYING

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: 12/7/05



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

STATE OF LOUISIANA

PARISH OF RAPIDES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4th day of January 2006, 2005, personally came and appeared Donald W. Gohmert, to me known, who declared that he is the State Conservationist of the **USDA - Natural Resources Conservation 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.

Sheela Tranks Ryland
NOTARY PUBLIC

My commission expires: with life #491
(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 1st day of December, 2005, 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 to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

John Parker
NOTARY PUBLIC, John Parker
Bar Roll No. 01117

My commission expires: with life
(SEAL)

6/3/08

Approved Under DNR Delegated Authority
CFMS# <u>631971</u>
<u>Karen Y. Lewis</u>

NRCS Agreement No. CWPPRA-05-02
DNR Agreement No. 2511-06-05 _____
Amendment No. 1

AMENDMENT NO. 1

TO

COST SHARE AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

THE STATE OF LOUISIANA

FOR CONSTRUCTION, OPERATION, MAINTENANCE, REHABILITATION AND
MONITORING OF THE

SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND
MARSH CREATION PROJECT

(BA-41)

Reference is made to **ARTICLE XX – AMENDMENTS TO BE IN WRITING**, of the Cost Sharing Agreement for the captioned Project entered into the 7th day of December, 2005, by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service (hereinafter referred to as “NRCS”), acting by and through the State Conservationist, 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, expenditure of Phase I funding for the South Shore of the Pen Shoreline Protection and Marsh Creation project (BA-41) was authorized by the PL 101-646 Task Force dated July 27, 2005, for \$1,311,146.00.

WHEREAS, expenditure of Phase II funding (Shore Protection Only) was authorized by the PL 101-646 Task Force dated February 13, 2008, with the first increment being approved at \$8,856,491.

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

1. ARTICLE VI – METHOD OF PAYMENT

Paragraph “a.” contained in the December 7, 2005, 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 \$1,311,146.00 and a Phase II (Shore Protection Only) cost of \$8,856,491.00 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the Phase I costs and Phase II costs. The amount of DNR’s contribution for Phase I is \$196,671.90 and the Phase II is \$1,328,473.65, the total of which is \$1,525,145.55. 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 \$1,311,146.00 or the Phase II cost of \$8,856,491.00 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 \$65,557.30 and Phase II is \$442,824.55. 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 December 7, 2005, 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 \$1,311,146.00 and Phase II (Shore Protection Only) at an estimated cost of \$8,856,491.00. 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, draft OMRR&R Plan, 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 acquisition of real estate. Phase II funding is comprised of those funds needed for Construction, Post-construction Biological Monitoring, 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 the total Phase I and initial Phase II cost 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)	\$1,283,332.00
2.	Easements and Landrights	\$ 26,409.00
3.	Pre -- Construction Monitoring	\$ -0-
4.	Draft OMRR&R Plan	\$ -0-
5.	U.S. Army Corps of Engineers Proj. Mgmt.	\$ 1,405.00
Total Phase I		\$1,311,146.00

Upon execution of this Amendment, both the NRCS and DNR agree that the initial funding obligation for Phase II (Shore Protection Only) activities will be provided for Construction, the first three (3) years of Post-construction Biological Monitoring, Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R), and the Purchase of Real Estate.

PHASE II - (Shore Protection Only)

1.	Construction (including Project & construction management and construction supervision & inspection)	\$6,541,352.00
2.	Easements and Landrights	\$ -0-
3.	Post-construction Monitoring	\$ -0-
4.	OMRR&R	\$2,311,970.00
5.	U.S. Corps of Engineers Project Management	\$ 3,169.00
Total Phase II		\$8,856,491.00

Funding requirements and obligations for Post-construction Biological Monitoring and OMRR&R costs beyond the initial first three (3) years will be in accordance with Section 5.c.(2), 6.a.(4)(a), 6.j.(2) and 6.k. of the CWPPRA Project Standard Operating Procedures Manual (Revision 13.0 dated March 14, 2007).

**SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND
MARSH CREATION PROJECT (BA-41)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
3rd, day of June, 2008, before the undersigned witnesses.

**USDA
NATURAL RESOURCES CONSERVATION
SERVICE**

BY: K. D. Norton
Kevin D. Norton
State Conservationist

THE STATE OF LOUISIANA

BY: Scott A. Angelle
Scott A. Angelle, Secretary
Louisiana Department of
Natural Resources

WITNESSES:

Cheryl Walters
Cheryl Walters
Kimberly A. Ryland
Kimberly A. Ryland
Nancy C. Vicknair
Nancy C. Vicknair

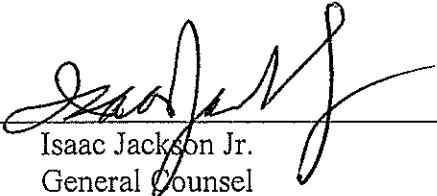
WITNESSES:

Twana A. Bowman
Twana A. Bowman
Maureen Dippel
Maureen Dippel
Mary Gray
Mary Gray

CERTIFICATE 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 Natural Resources Conservation Service and the State of Louisiana in connection with the **South Shore of the Pen Shoreline Protection and Marsh Creation Project (BA-41), Jefferson 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 16th day of May, 2008.



Isaac Jackson Jr.
General Counsel

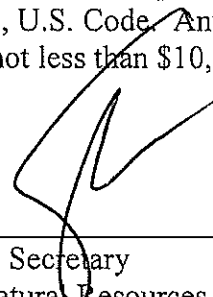
CERTIFICATION REGARDING LOBBYING

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: 5/15/08




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

STATE OF LOUISIANA

PARISH OF RAPIDES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 3rd day of June, 2008, personally came and appeared Kevin D. Norton, to me known, who declared that he is the State Conservationist of the **USDA - Natural Resources Conservation 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.


NOTARY PUBLIC Cheryl Turbeville # 66514

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 15th day of May, 2008, 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 to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.


NOTARY PUBLIC

My commission expires: with life
(SEAL)



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

SOUTH SHORE OF THE PEN SHORELINE PROTECTION/MARSH CREATION PROJECT (BA-41) AMENDMENT NO. 1

| | ORIGINAL
ESTIMATE | AMEND 1
COSTS | |--|----------------------|------------------| |--|----------------------|------------------|

Phase I

E&D (includes S&A)	\$1,283,332.00	\$1,283,332.00
Easements	\$ 26,409.00	\$ 26,409.00
Pre-Construction Monitoring	\$ -0-	\$ -0-
Corps Project Mgt.	\$ 1,405.00	\$ 1,405.00
TOTAL	\$1,311,146.00	\$1,311,146.00

Phase II

Shore Protection Only

Construction (includes Phase II S&A, S&I)	\$6,541,352.00
Post-construction Monitoring	\$ -0-
OMRR&R	\$2,311,970.00
Corps Project Management	\$ 3,169.00
TOTAL	\$8,856,491.00

New Maximum Total Project Cost
State Cost Share Rate (15%)

\$10,167,637.00
x0.15

DNR's maximum 15% contribution

\$ 1,525,145.55

BOBBY JINDAL
GOVERNOR



SCOTT A. ANGELLE
SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT AND FINANCE

July 23, 2009

Cheryl Turbeville
USDA-NRCS
646 Cajun Dome Boulevard, Suite 180
Lafayette, Louisiana 70506

RE: South Shore of the Pen Shoreline Protection & Marsh Creation Project
NRCS Agreement No. CWPPRA-05-02
DNR Agreement No. 2511-06-05
Amendment No. 2

Dear Ms. Turbeville:

Enclosed is a copy of the signed original of the above referenced Cost Share Agreement amendment for the above referenced project reflecting approval from the Louisiana Department of Natural Resources under Special Delegation of Authority by Louisiana Division of Administration.

Should you have any questions, please contact Julia Raiford of my staff at (225) 342-4566.

Sincerely,

A handwritten signature in cursive script that reads "Julia Raiford for -".

Karen Y. Lewis
Contracts & Grants Administrator

Enclosures

cc: Michelle Klecker, OCPR
Ishail Merhi, OCPR
Gwen Thomas, Fiscal

United States Department of Agriculture



Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

(318) 473-7753
Fax: (318) 473-7831

June 17, 2009

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

Dear Ms. Lewis:

Subject: "South Shore of the Pen Shoreline Protection and Marsh Creation Project"
NRCS Agreement No. CWPPRA-05-02
DNR Agreement No. 2511-06-05
Amendment No. 2

Enclosed please find two (2) fully executed originals of the above referenced agreement amendment. After approval has been obtained from the Louisiana Division of Administration, Office of Contractual Review, please return one fully executed original to us.

Sincerely,

Aaron P. Ramsey
Contract Specialist

BOBBY JINDAL
GOVERNOR



SCOTT A. ANGELLE
SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT AND FINANCE

May 25, 2009

Aaron Ramsey, Contract Specialist
U S Department of Agriculture
Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

Attn: Kevin D. Norton, State Conservationist

RE: "South Shore of the Pen Shoreline Protection and Marsh Creation Project"
NRCS Agreement No. CWPPRA-05-02
DNR Agreement No. 2511-06-05
Amendment No. 2

Dear Mr. Ramsey:

Enclosed are two (2) originals of the above referenced agreement signed by Garret Graves, Chairman, Coastal Protection and Restoration Authority. After execution by the State Conservationist, please return all copies to me to obtain approval from the Louisiana Division of Administration, Office of Contractual Review. An approved copy will be returned to you upon completion of the approval process.

If you have any questions, please call Julia Raiford of my staff at (225) 342-4566.

Sincerely,

A handwritten signature in cursive script that reads "Karen Y. Lewis".

Karen Y. Lewis
Contracts & Grants Administrator

KYL/jr
Enclosures

Gay Browning, NODCOE
Gwen Thomas, Fiscal
Dustin White, CPRA
Michelle Klecker, CPRA

APPROVED UNDER LA R.S. 39:1482A.2
CFMS# 631971
Julia Karpis for Karen Y. Karpis

NRCS Agreement No. CWPPRA-05-02
DNR Agreement No. 2511-06-05
Amendment No. 2

AMENDMENT NO. 2
TO
COST SHARE AGREEMENT
BETWEEN
USDA-NATURAL RESOURCES CONSERVATION SERVICE
AND
THE STATE OF LOUISIANA
FOR CONSTRUCTION, OPERATION, MAINTENANCE, REHABILITATION AND
MONITORING OF THE
SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND
MARSH CREATION PROJECT
(BA-41)

Reference is made to **ARTICLE XX – AMENDMENTS TO BE IN WRITING**, of the Cost Sharing Agreement for the captioned Project entered into the 7th day of December, 2005, by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service (hereinafter referred to as “NRCS”), acting by and through the State Conservationist, and the State of Louisiana, acting by and through the Chairman, Coastal Protection and Restoration Authority of Louisiana (hereinafter referred to as “CPRA”), which allows for the Cost Sharing Agreement to be amended in writing. Therefore,

WITNESSETH, THAT:

WHEREAS, expenditure of Phase I funding for the South Shore of the Pen Shoreline Protection and Marsh Creation project (BA-41) was authorized by the PL 101-646 Task Force dated July 27, 2005, for \$1,311,146.00.

WHEREAS, expenditure of Phase II funding (Shore Protection Only) was authorized by the PL 101-646 Task Force dated February 13, 2008, with the first increment being approved at \$8,856,491.

WHEREAS, CPRA and NRCS now desire to include in this Cost Share Agreement the full amount that was authorized by the PL 101-646 Task Force on February 13, 2008, for a total amount in the Phase II funding (Shore Protection Only) of \$10,645,497.00 and

WHEREAS, expenditure of additional Phase II funding (Southern Marsh Creation) was authorized by the PL 101-646 Task Force dated January 21, 2009, in the amount at \$9,682,932.00.

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

1. ARTICLE VI – METHOD OF PAYMENT

Paragraph “a.” contained in the Agreement as amended by Amendment No. 1, dated February 13, 2008, is deleted in its entirety and the following is substituted therefore:

a. CPRA shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of \$1,311,146.00 and a Phase II (Shore Protection/Southern Marsh Creation) cost of \$20,328,429.00 for this particular Project. The total Project cost including Phase I and Phase II is \$21,639,575.00. To meet its share, CPRA will contribute, through in-kind services or in cash, the non-federal share of the Phase I costs and Phase II costs. The amount of CPRA’s contribution for Phase I is \$196,672.00 and the Phase II is \$3,049,264.00, **the total of which is \$3,245,936.00**. 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 \$1,311,146.00 or the Phase II cost of \$20,328,429.00 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX. The amount of CPRA’s required minimum five percent (5%) cash contribution for Phase I is \$65,557.00 and Phase II is \$1,016,421.00. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits.

2. ARTICLE XVII – NOTICES

Paragraph “a.” contained in the Agreement is deleted in its entirety and the following is substituted therefore:

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 NRCS:

State Conservationist
USDA, Natural Resources Conservation Service
3737 Government Street
Alexandria, LA 71302

If to CPRA:

Chairman, Coastal Protection and Restoration Authority
Capitol Annex – State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
(225) 342-7669

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 as it is personally delivered or seven calendar days after it is mailed, as the case may be.

3. ARTICLE XIX – PROJECT COST LIMITS

Paragraph “a.” contained in the Agreement as amended by Amendment No. 1, dated June 3, 2008, is deleted in its entirety and the following is substituted therefore:

a. The PL 101-646 Task Force has financed Phase I at an estimated cost of \$1,311,146.00 and Phase II (Shore Protection/Southern Marsh Creation) at an estimated cost of \$20,328,429.00. 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, draft OMRR&R Plan, 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 acquisition of real estate. Phase II funding is comprised of those funds needed for Construction, Post-construction Biological Monitoring, Operation, Maintenance and Rehabilitation, Corps Project Management, and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of the total Phase I and initial Phase II cost 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)	\$1,283,332.00
2.	Easements and Landrights	\$ 26,409.00
3.	Pre – Construction Monitoring	\$ -0-

4.	Draft OMRR&R Plan	\$ -0-
5.	U.S. Army Corps of Engineers Proj. Mgmt.	\$ 1,405.00
	Total Phase I	\$1,311,146.00

Upon execution of this Amendment, both the NRCS and CPRA agree that the funding obligation for Phase II (Shore Protection/Southern Marsh Creation) activities will be provided for Construction, Corps Project Management, Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R), and the Purchase of Real Estate.

PHASE II - (Shore Protection/Southern Marsh Creation)

1.	Construction (including Project & construction management, construction supervision & inspection, and construction supervision & administration)	\$16,222,792.00
2.	Post-construction Monitoring	\$ -0-
3.	OMRR&R (State & Federal)	\$ 4,084,274.00
4.	U.S. Corps of Engineers Project Management	\$ 21,363.00
	Total Phase II	\$20,328,429.00

**SOUTH SHORE OF THE PEN SHORELINE PROTECTION AND
MARSH CREATION PROJECT (BA-41)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the
4th, day of June, 2009, before the undersigned witnesses.

**USDA
NATURAL RESOURCES
CONSERVATION SERVICE**

BY: K. D. Norton 6/4/09
Kevin D. Norton
State Conservationist
6/2/09

**STATE OF LOUISIANA
Coastal Protection and Restoration
Authority of Louisiana**

[Signature]
Garret Graves, Chairman
Coastal Protection and Restoration
Authority of Louisiana

WITNESSES:

Nancy L. Sawyer
Nancy L. Sawyer
Aaron Ramsey
Aaron Ramsey

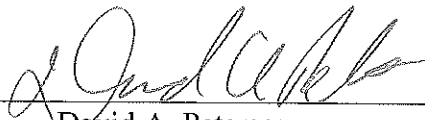
WITNESSES:

[Signature]
Michelle Klecker
Michelle Klecker

CERTIFICATE OF AUTHORITY

I, David A. Peterson, do hereby certify that I am the Attorney General's designated counsel to the Coastal Protection and Restoration Authority of Louisiana, that the Coastal Protection and Restoration Authority of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **South Shore of the Pen Shoreline Protection and Marsh Creation Project (BA-41), Jefferson 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 13th day of April, 2009.



David A. Peterson
Assistant Attorney General and
Attorney General Designee to CPRA

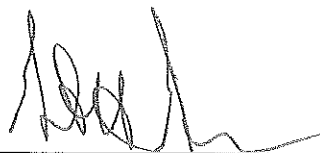
CERTIFICATION REGARDING LOBBYING

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: 4/13/2009

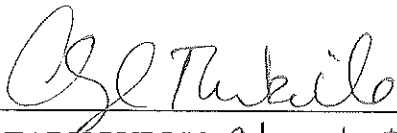


Garret Graves, Chairman
Coastal Protection and Restoration
Authority of Louisiana

STATE OF LOUISIANA

PARISH OF RAPIDES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4th day of June, 2009, personally came and appeared Kevin D. Norton, to me known, who declared that he is the State Conservationist of the **USDA - Natural Resources Conservation 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.




NOTARY PUBLIC Cheryl Turbeville
#66514

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 13th day of April, 2009, personally came and appeared Garret Graves, to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority 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.



NOTARY PUBLIC

DAVID PETERSON
LA. BAR ROLL No. 22591
NOTARY PUBLIC

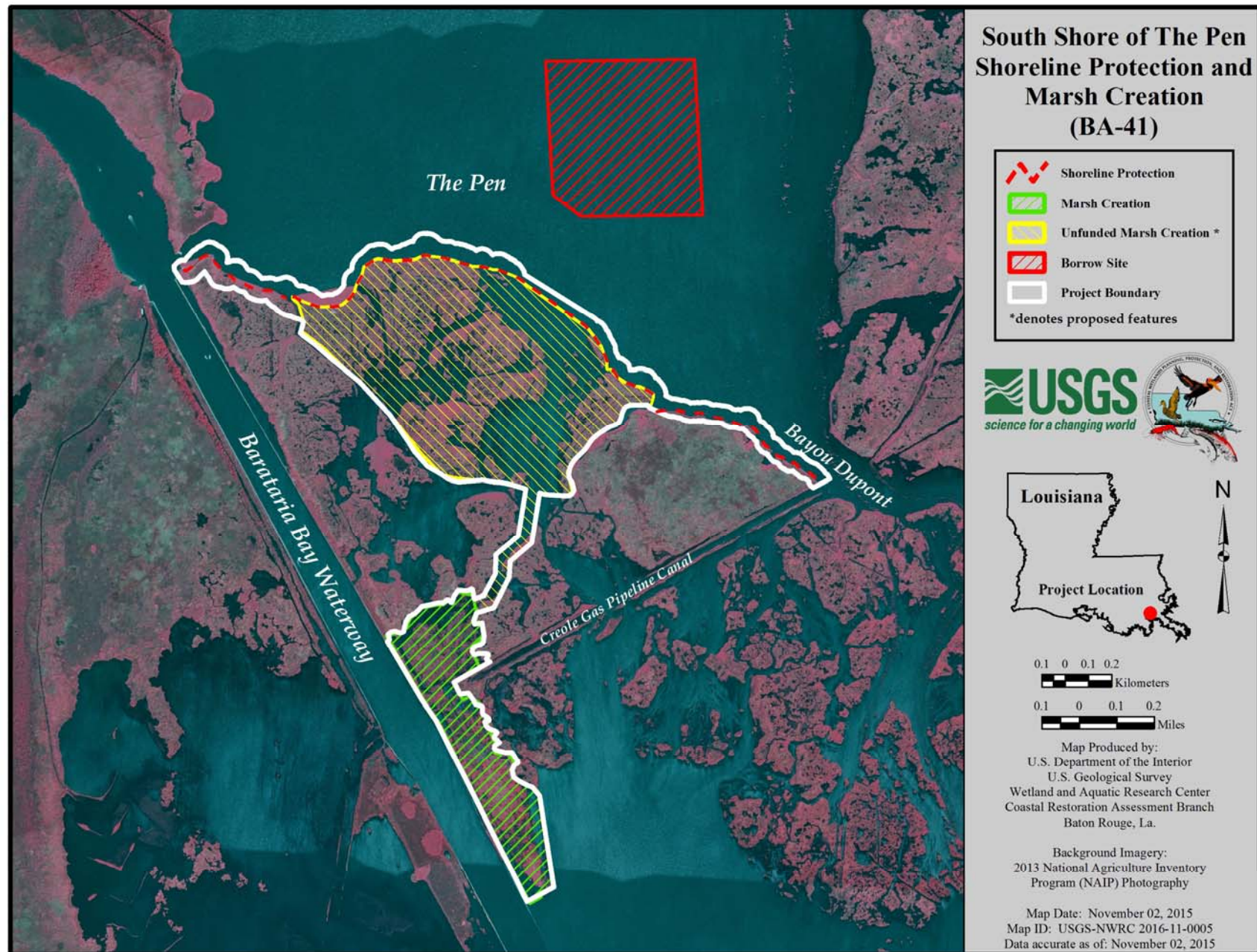
My commission expires: with life
(SEAL)

SOUTH SHORE OF THE PEN SHORELINE PROTECTION/MARSH CREATION PROJECT (BA-41) AMENDMENT NO. 2

	ORIGINAL ESTIMATE	AMEND 1 COSTS	AMEND 2 COSTS
Phase I			
E&D (includes S&A)	\$1,283,332.00	\$1,283,332.00	\$1,283,332.00
Easements	\$ 26,409.00	\$ 26,409.00	26,409.00
Pre-Construction Monitoring	\$ -0-	\$ -0-	-0-
Corps Project Mgt.	\$ 1,405.00	\$ 1,405.00	<u>1,405.00</u>
TOTAL	\$1,311,146.00	\$1,311,146.00	\$1,311,146.00
Phase II			
Construction (includes Phase II S&A, S&I)			\$ 16,222,792.00 (<i>\$9,681,439 is S. Marsh Creation</i>)
Post-construction Monitoring			-0-
OMRR&R			\$ 4,084,274.00
Corps Project Management			\$ <u>21,363.00</u> (<i>\$1,493 is S. Marsh Creation</i>)
TOTAL			\$20,328,429.00
New Maximum Total Project Cost			\$21,639,575.00
State Cost Share Rate (15%)			<u>x0.15</u>
CPRA's Maximum 15% Contribution			<u>\$ 3,245,936.00</u>
CPRA's Required Minimum 5% Contribution			\$ 1,081,978.00

ATTACHMENT II

PROJECT FEATURES



ATTACHMENT III

PROJECT COMPLETION REPORT

PROJECT COMPLETION REPORT¹

PROJECT NAME**South Shore of The Pen Shoreline Protection & Marsh Creation****CWPPRA/STATE PROJECT NO.****BA-41****Report Date:** May 30, 2013**BY:** Brandon Samson**1. Project Managers/Contracting Officer:**

CPRA Project Manager	Dustin White	Telephone	(985) 342-4512
CPRA Construction Project Manager	Barry Richard	Telephone	(504) 280-4059
CPRA Monitoring Manager	Melissa Hymel	Telephone	(504) 280-4074
Federal Agency Project Manager	Quin Kinler	Telephone	(225) 382-2047
Federal Agency Contracting Officer	Ralph Broome	Telephone	(318) 473-7781

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

The project area is located in Jefferson Parish, Louisiana, in the vicinity of Bayou Dupont and the Barataria Bay Waterway.

The goals of this project are to stop shoreline erosion and to create and nourish marsh located between The Pen and Barataria Bay Waterway.

For shoreline protection, approximately 11,750 feet of foreshore rock dike will be constructed along the south shore of The Pen and Bayou Dupont. Two existing bayous will remain open, and a site-specific opening to The Pen will be incorporated at the eastern marsh creation site.

The CWPPRA Task Force has approved only the southern marsh creation site. Dedicated dredging will be used to create approximately 64 acres of marsh and nourish an additional 13 acres of marsh within an area roughly parallel to, and east of the Barataria Bay Waterway (Dupre Cut). Containment dikes constructed for marsh creation and nourishment will be gapped or degraded as needed after construction.

It is estimated that the project will prevent the loss of 56 acres of marsh caused by shoreline erosion, as well as create 64 acres of marsh, and nourish 13 acres of intermediate marsh.

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

The constructed project consist of installing 11,037 linear feet of foreshore rock dike along the south shore of The Pen, starting at the Bayou Dupont weir structure and proceeding east along the shoreline. The rock dike was constructed using ASTM D6062-97 R-150 gradation rock riprap. All rock riprap section were constructed on a geotextile fabric with 400 lb/in ultimate strength in the principal direction.

Additionally approximately 75 acres of marsh creation and nourishment was included in this project. This consist of constructing approximately 11,484 linear feet of earthen containment dikes with 1,675 linear feet of mats and hay bales to stabilize the containment dikes. 631,000 cubic yards of hydraulically dredge earthen material was placed in the marsh creation area.

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. (Except for some items under # 13).

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

Actual Benefitted Acres

4. Key project cost elements

(MIPR # = 81962651)	CWPPRA Project Cost Estimates**	Cost Incurred as of Construction Completion ***
Construction (inc. S&A and S&I)	\$ 16,222,792.00	\$ 13,510,494.25
E & D	\$ 2,333,904.00	\$ 1,407,151.91
Landrights	\$ 26,409.00	\$ 32,102.60
Monitoring	\$ 0.00	\$ 0.00
O & M	\$ 4,103,381.00	\$ 13,084.95
Total	\$ 22,686,486.00	\$ 14,962,833.71

** Most recent approved CWPPRA estimate, per Mitzi Gallipeau.

*** As of the date of this report. This contract is under litigation.

5. Items of work

Item No.	Work	Estimated Quantity	Unit	Estimated Unit Price	Estimated Amount	Unit Bid Price	Bid Amount	Final Quantity	Final Amount	% Over/ Under
1	Mobilization and Demobilization	1	Job	\$1,750,000.00	\$1,750,000.00	\$305,000.00	\$305,000.00	1	\$305,000.00	100.00%
2	Pollution Control	1	Job	\$75,000.00	\$75,000.00	\$295,000.00	\$295,000.00	1	\$295,000.00	100.00%
3	Construction Surveys	1	Job	\$225,000.00	\$225,000.00	\$226,000.00	\$226,000.00	1	\$226,000.00	100.00%
4	Contractor Quality Control	1	Job	\$80,000.00	\$80,000.00	\$177,000.00	\$177,000.00	1	\$177,000.00	100.00%
5	Excavation, Marsh Creation Dredging	630000	CY	5.00	\$3,150,000.00	\$4.28	\$2,696,400.00	631,000	\$2,700,680.00	100.16%
6	Rock Riprap	29000	Ton	65.00	\$1,885,000.00	\$68.15	\$1,976,350.00	29,000	\$1,976,350.00	100.00%
7	Geotextile	33500	SY	8.00	\$268,000.00	\$11.90	\$398,650.00	33,450	\$398,055.00	99.85%
8	Excavation, Flotation Access	1	Job	\$1,000,000.00	\$1,000,000.00	\$972,690.00	\$972,690.00	1	\$972,690.00	100.00%
9	Metal Fabrication, Settlement Plates	19	EA	2,500.00	\$47,500.00	\$3,250.00	\$61,750.00	19	\$61,750.00	100.00%
10	Earthfill, Containment Dike	11400	LF	75.00	\$855,000.00	\$61.30	\$698,820.00	11,400	\$698,820.00	100.00%
11	Identification Markers, Warning Signs	3	EA	4,000.00	\$12,000.00	\$18,000.00	\$54,000.00	3	\$54,000.00	100.00%
12	Identification Markers, Staff Gauge Units	49	EA	500.00	\$24,500.00	\$550.00	\$26,950.00	13	\$7,150.00	26.53%
Total Estimate				\$9,372,000.00		Total Bid	\$7,888,610.00		\$7,872,495.00	
Modifications										
M1	Change order to change from continuous borrow excavation for the containment dikes to 50' non-excavated excavated borrow area either side if Sta. 62+00 and 77+00 to install Net Gains demo. Contractor is to submit his cost proposal. Supplemental agreement will be completed for payment adjustment									
						Total Modification #1		\$0.00		
M2	This change order is for realign and restation rock dike. This is a no cost change order.									
						Total Modification #2		\$0.00		
M3	This change order is a mutual agreement to CANCEL MOD 1, - contractor is to submit request for adjustment.									
						Total Modification #3		\$0.00		
M4	This mod is to widen access channel near Bayou Dupont									
13	Widen Access	1	LS			\$10,000.00	\$10,000.00	1	\$10,000.00	100.00%
						Total Modification #4		\$10,000.00		
M5	This mod is to include extensions on settlement plates									
14	Settlement Plate Extensions	1	LS			\$2,700.00	\$2,700.00	1	\$2,700.00	100.00%
						Total Modification #5		\$2,700.00		

M6	This change order is to complete containment dike and marsh creation dredging, - Contractor to submit cost proposal									
	Hay bale placement	425	If			\$717.50	\$304,937.50	425	\$0.00	
	Timber mat installation	875	If			\$667.50	\$584,062.50	875	\$0.00	
						Total Modification #6		\$0.00		
M7	This mod is to change the method of before dredge survey									
3A	Construction Surveys	1	LS			\$19,896.00	\$19,896.00	1	\$19,896.00	100.00%
						Total Modification #7		\$19,896.00		
M8	This change order is to increases the NTE amount of Modification 6									
							\$329,305.09		\$0.00	
						Total Modification #8		\$0.00		
M9	This change order is to recind modification 8 and deletes the NTE language from modification 6									
							0		\$0.00	
						Total Modification #9		\$0.00		
M10	This change order is to increase quantity of installed timber mats in order to bring up low areas of the containment dike to grade and allow dredge placement in the containment area, - contractor to submit cost proposal.									
		350	If			\$667.50	\$233,625.00	350	\$0.00	
						Total Modification #10		\$0.00		
M11	This mod is to install PVC Warning Post - CANCELED									
						\$0.00	\$0.00		\$0.00	
						Total Modification #11		\$0.00		
M12	This change order is to increase quantity of installed hay bales from Sta. 69+60 to 69+75 and Sta. 70+25 to 70+35, - Contractor to submit cost proposal									
		25	If			\$717.50	\$17,937.50	25	\$0.00	
						Total Modification #12		\$0.00		
M13	This mod is to delivered and stock pile Mats - 8"x4'x16' Mininum - for repair of the containment dikes - CANCELED									
18	Stockpile Mats	300	If			\$420.00	\$126,000.00	300	\$0.00	
						Total Modification #13		\$0.00		
M14	This change order is to repair MCA containment dikes Sta. 6+00 to 9+00 and Sta. 10+50 to 11+00, - Contractor to provide proposal for work. Supplemental agreement to fund - CANCELED									
							\$0.00		\$0.00	
						Total Modification #14		\$0.00		
M15	This change order is to change marsh creation target elevation to +2.1 - and to CANCEL modifications 13 and 14									
							\$0.00		\$0.00	
						Total Modification #15		\$0.00		
M16	This mod is to include additional length of MCA earthen containment dike									
10a	Earthfill, Containment Dike	84	If			\$61.30	\$5,149.20	84	\$0.00	
						Total Modification #16		\$5,149.20		
M17	This mod is to add weir box & elevated discharge saddle to contract									
17	Additional Weir Box and Elevated Saddle	1	LS			\$60,428.22	\$60,428.22	1	\$60,428.22	100.00%
						Total Modification #17		\$60,428.22		
M18	This change order is to place funds in contract for change order(s mod 6, 10 and 12)									
						\$1,140,562.50	\$1,140,562.50	1	\$1,140,562.50	100.00%
						Total Modification #18		\$1,140,562.50		
M19	This change order is to place funds in contract for change orders (mod 6, 10 and 12) not included in mod 18									
						\$329,305.09	\$329,305.09	1	\$329,305.09	100.00%
						Total Modification #19		\$329,305.09		
M20	This mod is to serve as the supplemental agreement for unilateral (change orders)mod 6, 10, 12									
15	Supplemental agreement - Modifications #6, #10, and #12 (change orders)	1	LS			\$530,132.41	\$530,132.41	1	\$530,132.41	100.00%
						Total Modification #20		\$530,132.41		
M21	to add work for MCA dike repair									
18	Dike Repair	1	LS			\$131,973.43	\$131,973.43	1	\$131,973.43	100.00%
						Total Modification #21		\$131,973.43		

M22	This change order is to fund rock overrun under item 6 "Rock Riprap"									
6a	Rock Riprap	13801	Tons			\$68.15	\$940,538.15	13,801	\$940,538.15	100.00%
						Total Modification #22			\$940,538.15	
M23	Thos mod is to provide funds under supplemental agreement for additional work as required by mods 1 and 3 (Net Gains Test Area).									
19	Additional Work Performed Under Modification 1 and 3 for Net Gains Test Area	1	LS			\$83,115.33	\$83,115.33	1	\$83,115.33	100.00%
						Total Modification #23			\$83,115.33	
M24	Thos mod is to provide funds under supplemental agreement for additional work to construct the containment dikes.									
20	Extra Containment Dike Work	1	LS			\$403,486.32	\$403,486.32	1	\$403,486.32	100.00%
						Total Modification #24			\$403,486.32	
						Total Construction Cost			\$11,529,781.65	
						Change Orders			\$3,657,286.65	
						Over/Under Runs			\$16,115.00	

6. Construction and construction oversight

Prime construction contractor	Regency Construction, Inc
Subcontractor	4H Construction
Subcontractor	Luhr Bros., Inc.
Subcontractor	Marsh Buggy, Inc.
Original construction contract	\$ 7,888,610.00
Change orders	\$ 3,657,285.65
Over/Under runs	\$ 16,115.00
Final construction contract	\$11,529,781.65

Const. oversight contractor	ECM Consultants, Inc.	Const. amt.	\$ 1,517,113.93
Cons. O.S./Admin. agency	USDA-NRCS	Est. amt.	\$ N/A

7. Major equipment used.

<u>Access channel</u>	
800 Belt Link Excavator (RCI)	SWM545 Barge (RCI)
24' Survey Boat (RCI)	16' Outboard Skiff (RCI)
16' Gator Tail Skiff (RCI)	
<u>Marsh Creation Dike Construction</u>	
320 Cat Marsh Buggy LR Unit 97 (MBI)	322 Cat Marsh Buggy LR Unit 102 (MBI)
215 Link Belt Marsh Buggy LR Unit 111 (MBI)	Crew Boat (MBI)
Mud Boat (MBI)	(2) 8" pumps (MBI)
<u>Rock Dike Construction</u>	
Cat Loader (Luhr Bros.)	Cat 330 B (Luhr Bros.)
ALBOB (Luhr Bros.)	Spud Barge (Luhr Bros.)

Cat 345 (Luhr Bros.)	Office Barge (Luhr Bros.)
Cloth Barge (Luhr Bros.)	Crew Boat (Luhr Bros.)
Survey Boat (Luhr Bros.)	
<u>Hydraulic Dredging</u>	
Dredge “Merlin McCoy” 18” (4H)	Trailing Spud Barge (4H)
Dredge Tender “Max” (4H)	Dredge Tender “Joyce” (4H)
Push Boat “Lexie” (4H)	18 Ton Grove Crane (4H)
25’ Survey Boat (4H)	24’ Crew Boat (4H)
16’ Personnel Skiff (4H)	16’ Personnel Skiff 30 hp (4H)
17’ Gator Tail (4H)	JD 240 Marsh Buggy (4H)

8. Discuss construction sequences and activities, problems encountered, solutions to problems, etc.

This project contained four major activities. They were dredging an access channel, building a rock dike along the south shore of The Pen, building earthen containment dikes in the marsh creation area and dredging fill material from a borrow area in The Pen to build the marsh creation area.

A Notice to Proceed was issued effective July 6th 2010. On July 8th 2010 a pre-construction safety meeting was held. After the meeting the contractor mobilized his subcontractor Marsh Buggies, Inc. (MBI) to build the containment dikes and also mobilized his spud barge with the Link Belt excavator to start digging the access channel. These activities went on simultaneously. The first item that needed to be accomplished was to remove the navigation lights and pile clusters at the weir at the entrance to Bayou DuPont and store the lights and other hardware offsite so that it could be reused at the end of the contract period to rebuild the weir. This allowed the contractor to deepen the entrance to Bayou DuPont so that the contractor’s equipment could enter into The Pen. The access channel was dredged along the south shore of The Pen to allow for rock barges and equipment to travel along the alignment of the rock dike. It was evident that some of the turns along the channel were designed too sharp and some of the alignment had to be straightened or widened to accommodate a rock barge and tug boat. Modification number 4 was issued to allow for widening of the first three to four hundred feet of the channel entrance. The channel was excavated in two passes because the Link Belt excavator’s range was limited. This part of the project proceeded smoothly and was completed except for the backfilling by September 24th 2010. The backfilling of the access channel started on December 1st 2010 at the east end of the east reach and proceed as the rock dike was accepted and finalized and finished at the west end of the west reach.

On September 23rd 2010 the subcontractor Luhr Bros. began building the rock dike. They started at the east end of the east reach and worked their way west. Luhr Bros. asked for a realignment of the center line of the dike because of sharp turns and because the alignment crossed the marsh grass in places. Modification number 2 was issued to accomplish the realignment. The realignment was staked and the work on the rock dike continued. At approximately station 44+00 of the central reach of the rock dike the rock began to sink and the settlement plate located in the area sank with the rock. This resulted in requiring Modification number 5 to add extensions to the settlement plate. This along with a realignment of the rock dike also caused the requirement of Modification number 22 to add additional rock to the contract. The rock dike was finalized in 500 ft. increments. The method used was to get the contractor to bring the section of rock dike up to contract requirements and wait 15 days to let the rock settle. They then had to survey the dike again and repair any areas that sank below the required elevation before the section was accepted. Before the contractor left they placed 20 tons of rock on the inside toe of the rock dike just east of the fish dip for use in repairing the fish dip. This was necessary because of the damage done by the equipment crossing the fish dip for use in completing the marsh creation area. Another 40 tons of rock was stockpiled on the weir at the mouth of Bayou DuPont for use in rebuilding the weir after all equipment was removed at the end of the project. The rock dike was finalized on December 1st 2010.

In the marsh creation area the contractor’s plan was to build the entire earthen dike in lifts. They were to make one pass all the way around the containment area and then go back to where they started and place subsequent lifts as needed. MBI placed tracking mats over the pipelines located inside the marsh creation area so that they could cross the pipelines back and forth without placing too much pressure on the pipeline soil cover. MBI started building the

containment dike using two excavators, one at approximately station 15+00 and the other at approximately station 30+00. On July 22nd 2010 MBI brought in 2 more long reach excavators to help in the building of the containment dikes. There were a total of 4 marsh buggies working on the containment dikes. Because of inadequate planning for crossing the pipelines the original plan was changed in that they had to build the dike in short segments. Because of this change in plans the dike segments did not have sufficient time to settle before another lift was placed. This caused the contractor to have the problem of attaining the required height and cross sectional dimensions.

A demonstration project (LA-09 Net Gains) was planned to be incorporated into the project. This required the contractor to leave two fifty foot wide areas of undisturbed bottom soil across his borrow channel at stations 65+00 and 75+00. This was accomplished with Modification number 1. These areas along with the right of way for the two pipelines that crossed the marsh creation area to the south, allowed little room for the contractor to excavate material to build the containment dikes. Consequently a shortage of material resulted and was remedied with Modification number 10 and Modification number 16 that called for the use of timber mats driven into the center of the dike for reinforcement. Hay bales were used across the pipeline right of way because mats could not be driven in this area. Modification 16 moved the south west half of the southern dike segment farther to the south to give the contractor more area to obtain material to build the dike segment. As the project continued it became evident that the demonstration project was not a good fit for incorporation into our original project so the requirement for the Demo project was removed.

The contractor encountered many failures of the earthen dike as he continued to bring the dike up to the required elevation. As more material was removed the buggies began to float and traction became a problem. The contractor tried to lower the water elevation inside the containment area by pumping water out. This did lower the inside water elevation but caused the dike to fail toward the inside because of the outside water pressure against the newly constructed levee. At this time the contractor claimed differing site conditions. The contractor hired a Geotechnical firm to analyze the design data for the marsh creation area. The Geotechnical firm claimed that mistakes were made in analyzing the soils. The contractor worked on the dikes until November 6th 2010 and claimed the dikes complete to start the 60 day dewatering period. The dikes were not considered complete by NRCS and meetings with the contractor were held to try and formulate a fix for the situation. As time passed the dikes continued to deteriorate. The contractor stated that he had planned and bided only 5 days of work to bring the dikes up to the required elevation after the 60 day dewatering period. It was becoming obvious that more time would be required to accomplish this work.

A tour of the dike was conducted with the CO and the State Conservation Engineer. It was decided by the State Conservation Engineer that the requirement for building the marsh area to an elevation of 3.1 ft. will be lowered to an elevation of 2.1 ft. and that the dikes would not have to be recapped with material.

As the contractor began dredging material into the containment area the earthen dikes continued to erode. Modification numbers 14 and 21 were issued to repair the dikes with material from the borrow canal as the dredging continued. As breaches in the dike continued to open the contractor continued to close them.

On October 5th 2011 The dredge Merlin McCoy started pumping material into the marsh creation area. The dredge had a break down on October 17th 2011 and stayed down until October 26th 2011. The Borrow area was divided into 11 cells approximately 2200 ft. long and 200 ft. wide. The method of dredging used was to make a first pass with the dredge digging to a depth of -16 ft. with a 200 ft. wide sweep for approximately 150 ft. advance. The dredge would then back up and sweep down to -20 ft. Each cell had to be fully dredged before the next cell is used. The project used approximately 2 ½ cells to supply the 630,000 cubic yards of material to the marsh creation area.

The requirement of the contractor to rebuild the weir at the mouth of Bayou DuPont was removed to allow for equipment to move into The Pen for another project planned by the State of Louisiana CPRA. The hardware that was removed and stored by the contractor has been turned over to the CPRA for use in their contract.

9. Construction change orders and field changes.

- Modification 1: This change order provide a change from continuous excavation of the borrow area for the containment dike earthen fill to leave a 50 feet non-excavated area at sta 62+00 and sta 77+00. This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). The contractor is to submit his cost proposal for this change order. Supplemental agreement will be completed for final adjustment in time and money.
- Modification 2: This modification is needed as a result of re-alignment and re-stationing of the rock dike. This result is no net increase to the contract.
- Modification 3: This change order is needed to free up earthen material and allow the contractor to complete the containment dikes. This modification also cancels modification 1. This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). The contractor is to submit his cost proposal for this change order. Supplemental agreement will be completed for final adjustment in time and money.
- Modification 4: This modification is needed to widen the access channel near Bayou Dupont to allow construction equipment to maneuver into the access channel. CLIN 13 is added to the contract. This result in a net increase to the contract of \$10,000.00.
- Modification 5: This modification is to allow extension to be installed on settlement plated. This result in a net increase to the contract of \$2,700.00.
- Modification 6: This change order is needed to complete earthen containment dikes and marsh creation dredging. This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). The contractor is to submit his cost proposal for this change order. Supplemental agreement will be completed for final adjustment in time and money.
- Modification 7: This modification is needed to change the method of survey of the before dredge borrow area surveys. This result in a net increase to the contract of \$19,896.00.
- Modification 8: This change order is an administrative change to increase the NTE amount of modification 6 (change order). This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). Supplemental agreement will be completed for final adjustment in time and money
- Modification 9: This is a change order that rescinds mod 8 and changes NTE language in mod 6. This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). This result is no net increase to the contract.
- Modification 10: This change order increases the quantity of installed timber mats in order to raise low areas of the containment dikes to grade and allow placement of dredge fill. This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). Supplemental agreement will be completed for final adjustment in time and money.
- Modification 11: This modification is needed to place warning markers in the front of the rock dike. This mod was canceled. This result in no net increase to the contract.
- Modification 12: This change order is needed to increase the quantity of hay bales to stabilize the containment over the pipeline from sta. 69+60 to sta. 70+35. This is a change order under Contract Clause 52.243-4 Changes (Jun 2007). Supplemental agreement will be completed for final adjustment in time and money.
- Modification 13: This modification is needed to stock pile 75 mats for repair of the containment dikes in the event there is a failure while pumping dredge material into the MCA. New CLIN item 18 "Stock Pile Mats" is added to the contract. This result in a net increase to the contract of \$126,000.00.

This mod was canceled therefore no cost involved in this mod.

- Modification 14: This change order is needed to allow repair containment dikes with earthen material at sta. 6+00 to sta. 9+00 and sta. 10+50 to sta. 11+00, with NRCS COTR direction.
This is a change order under Contract Clause 52.243-4 Changes (Jun 2007).
Supplemental agreement will be completed for final adjustment in time and money.
- Modification 15: This change order is needed to change the marsh creation target elevation to +2.1 and change the current dredging requirements to align with the original contract requirements. This change order also rescinds modifications 13 and 14.
This is a change order under Contract Clause 52.243-4 Changes (Jun 2007).
The contractor is to submit his cost proposal for this change order.
Supplemental agreement will be completed for final adjustment in time and money.
- Modification 16: This modification is needed to increase the length of the earthen containment dike by 84 Lin. Ft.
This results in a net increase to the contract of \$5,149.20.
- Modification 17: This modification is needed to add a weir box and to add an elevated discharge saddle to the contract.
New CLIN 17 "Additional Weir Box and Elevated Saddle" is added to the contract.
This results in a net increase to the contract of \$60,428.22.
- Modification 18: This change order provides funds in the contract for change orders issued by the Contracting Officer as a result of change orders (modifications 6, 10 and 12).
This is a change order under Contract Clause 52.243-4 Changes (Jun 2007).
This results in a net increase to the contract of \$1,140,562.50.
- Modification 19: This change order provides additional funds in the contract for change orders issued by the Contracting Officer (not included in mod 18) as a result of change orders (modifications 6, 10 and 12).
This is a change order under Contract Clause 52.243-4 Changes (Jun 2007).
This results in a net increase to the contract of \$329,305.09.
- Modification 20: This modification serves as the supplemental agreement for unilateral Modifications 6, 10 and 12.
This results in a net increase to the contract of \$530,132.41.
- Modification 21: This modification is needed to add work to the contract to repair the earthen containment dikes.
New CLIN 18 "Dike Repair" is added to the contract.
This results in a net increase to the contract of \$131,973.43.
- Modification 22: This modification is needed to fund overrun of CLIN 6 "Rock Riprap".
This is a fund overrun under Contract Clause 52.211-18 Variation in Estimated Quantity (Apr 1984).
This results in a net increase to the contract of \$940,538.15.
- Modification 23: This modification is to fund the supplemental agreement for additional work required by Modifications 1 and 3 (Net Gains Test Area).
New CLIN 19 "Additional Work Performed under Modification 1 and 3 for Net Gains test Area" is added to the contract.
This results in a net increase to the contract of \$83,115.33.
- Modification 24: This modification serves as the bilateral supplemental agreement for additional work on the marsh creation containment dikes.
This results in a net increase to the contract of \$403,486.32.

THIS PROJECT IS NOT CLOSED. THERE IS ONGOING LITIGATION.

10. Pipeline and other utility crossings.

<u>Structure</u>	<u>Owner</u>	<u>Rep. To Contact</u>
Pipeline	Central Crude	A. J. Vincent (337) 436-1000 ext. 122
Pipeline	Plains All American	Rusty Cavalier 1901 Engineers Road Belle Chasse, LA 70037 (504) 393-6282
Pipeline	Enbridge Pipeline Company	Vernon Williams 13679 Highway 23 Belle Chasse, LA 70037 (504) 656-0194

11. Safety and Accidents.

Only one accident occurred. The air boat the contractor was using flipped inside the marsh creation area. No one was hurt. Gasoline spilled and was contained and cleaned up by the contractor.

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

Maintenance of the rock dike will be needed the first year because of the subsidence of the rock below the surface of the water.

The requirement of the contractor to rebuild the weir at the mouth of Bayou DuPont was removed to allow for equipment to move into The Pen for another project planned by the State of Louisiana CPRA. The hardware that was removed and stored by the contractor has been turned over to the CPRA for use in their contract.

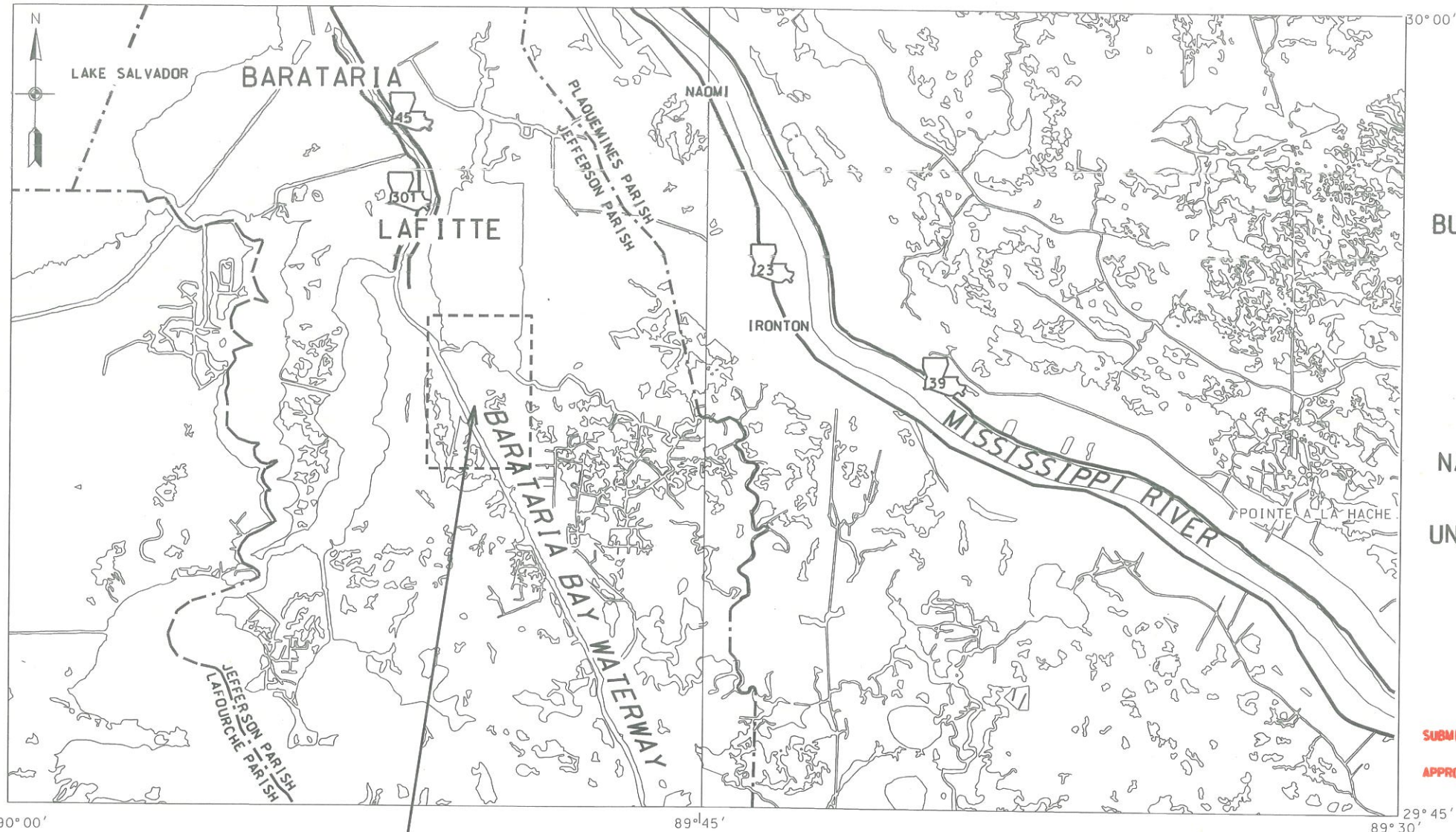
13. Significant Construction Dates: To be filled out by CPRA Construction Project Manager or Contracting Officer for construction for Agency responsible for construction.

	Date	Bid I.D.
Bid I.D. (Construction, Vegetation, etc.)	11/24/2009	AG-7217-S-10-0002
Bid Opening	2/2/2010	
Construction Contract Award	4/28/2010	AG-7217-C-10-0009
Preconstruction Conference	6/17/2010	
Notice to Proceed	7/6/2010	
Mobilization	7/6/2010	
Construction Start	7/8/2010	
Construction Completion	4/23/2012	
Final Inspection	8/16/2012	
Release of Claims	LITIGATION	

If different bids are taken, repeat this table to individually reflect each bid and attach tables.

ATTACHMENT IV

AS-BUILT DRAWINGS



PROJECT AREA



LOCATION IN LOUISIANA
(JEFFERSON PARISH)

SHEET

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

NAME

- COVER SHEET
- VICINITY AND ACCESS MAP
- SITE MAP
- ROCK DIKE WEST REACH - STA.0+00-STA.18+16
- ROCK DIKE CENTRAL REACH - STA.0+00-STA.19+00
- ROCK DIKE CENTRAL REACH - STA.19+00-STA.35+00
- ROCK DIKE CENTRAL REACH - STA.35+00-STA.50+00
- ROCK DIKE CENTRAL REACH - STA.50+00-STA.66+00
- ROCK DIKE CENTRAL REACH - STA.66+00-STA.69+21
- EAST REACH - STA.0+00-STA.13+00
- ROCK DIKE EAST REACH - STA. 13+00-STA.28+19
- ROCK DIKE PROFILES - WEST REACH & CENTRAL REACH
- ROCK DIKE PROFILES - CENTRAL REACH & EAST REACH
- ROCK DIKE & FLOTATION CHANNEL TYPICAL SECTION
- FISH DIP TYPICAL SECTION
- SOIL BORING LOCATIONS - BORROW AREA
- SURVEY LINES - BORROW AREA
- MARSH CREATION AREA
- STAFF GAGE LOCATIONS - MARSH CREATION AREA
- PROFILES - CONTAINMENT DIKE
- PROFILES - CONTAINMENT DIKE
- TYPICAL SECTION - CONTAINMENT DIKE
- BAYOU DUPONT STRUCTURE
- WARNING SIGN LOCATIONS - BAYOU DUPONT WEIR
- TYPE A BUOY & TYPE C WARNING SIGN DETAILS

- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37

SOUTH SHORE OF THE PEN SHORELINE PROTECTION & MARSH CREATION BA-41

BUILT UNDER COASTAL WETLANDS PLANNING,
PROTECTION, AND RESTORATION ACT OF
PUBLIC LAW 101-646

BY
COASTAL PROTECTION AND RESTORATION
AUTHORITY OF LOUISIANA
WITH THE ASSISTANCE OF
NATURAL RESOURCES CONSERVATION SERVICE
OF THE
UNITED STATES DEPARTMENT OF AGRICULTURE
2009

"AS-BUILT PLANS"

SUBMITTED BY: WARREN BLANCHARD
GOVERNMENT REPRESENTATIVE
APPROVED BY: Brandon Samuel
ASSISTANT STATE CONSERVATION
ENGINEER
MARI GILFORD
STATE CONSERVATION ENGINEER

08/31/12
DATE
5-30-2013
DATE
5-30-2013
DATE

CONTRACT NO. A6-7217-C-10-0009 DATE 4/26/2010
CONTRACTOR REGANCY CONSTRUCTION, INC.
INSPECTOR MELVIN RODRIGUE
DATE OF COMPLETION 4/23/2012

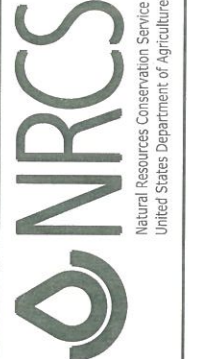
PROJECT AREA
STATE HIGHWAY
PARISH BOUNDARY

"AS-BUILT"



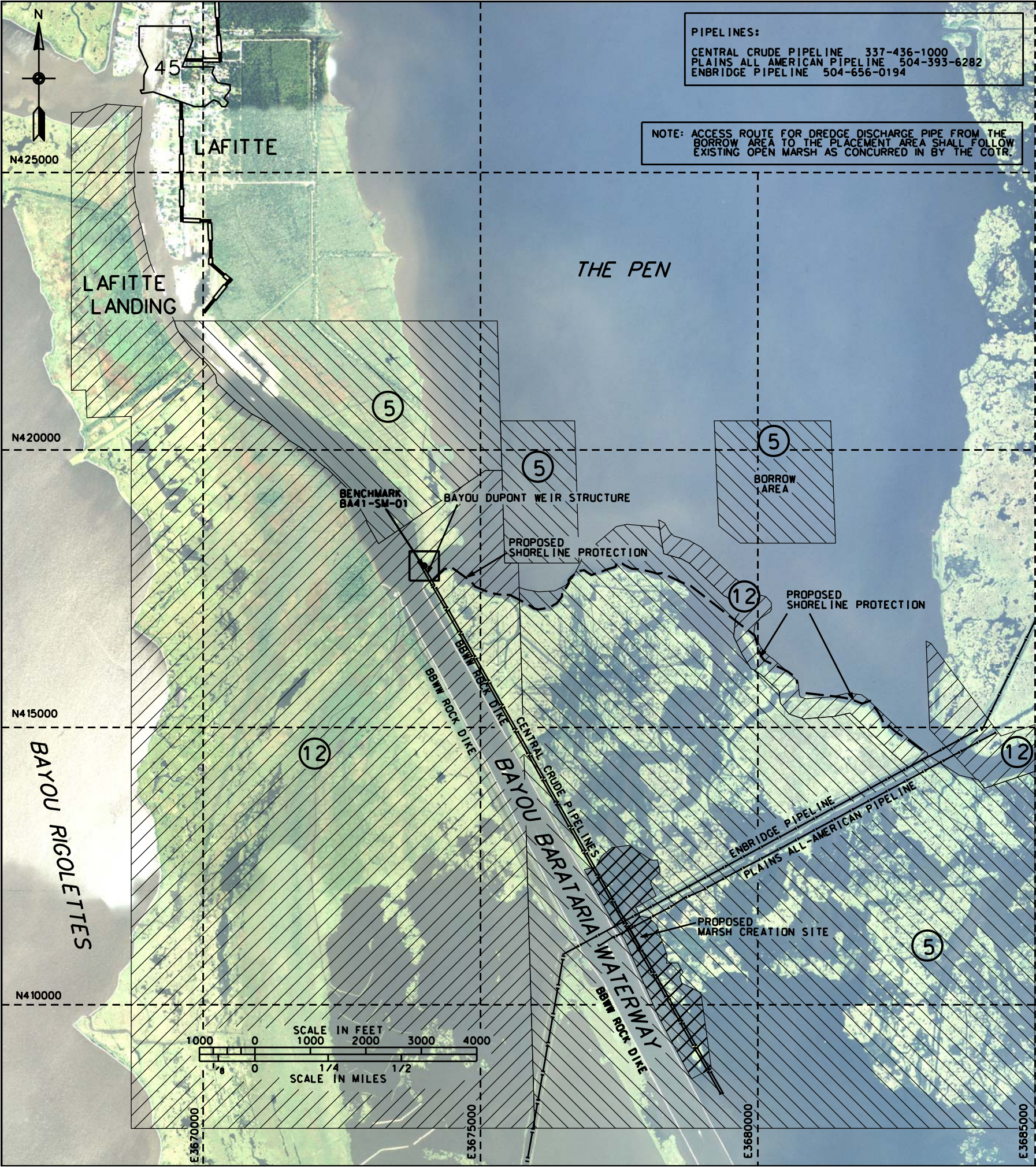
DATE	02/06
DESIGNED	R. FAULKNER
DRAWN	D. WILMORE
CHECKED	
APPROVED	E. J. GIERING III

COVER SHEET
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME
LA362
DRAWING NAME
LA36201.DGN

REVISIONS			
NO.	DATE	APPROVED	TITLE



PIPELINES:
CENTRAL CRUDE PIPELINE 337-436-1000
PLAINS ALL-AMERICAN PIPELINE 504-393-6282
ENBRIDGE PIPELINE 504-656-0194

NOTE: ACCESS ROUTE FOR DREDGE DISCHARGE PIPE FROM THE BORROW AREA TO THE PLACEMENT AREA SHALL FOLLOW EXISTING OPEN MARSH AS CONCURRED IN BY THE COTR.

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

LEGEND

- STATE HIGHWAY
- PIPELINE
- SHORELINE PROTECTION
- MARSH CREATION AREA
- BORROW AREA

NOTE: KNOWN PIPELINES AND UTILITIES ARE SHOWN ON THIS SHEET OF THE PLANS. HOWEVER, IT IS POSSIBLE THAT SOME MAY EXIST THAT HAVE NOT BEEN SHOWN. THE CONTRACTOR SHALL BE ON ALERT FOR SUCH PIPELINES AND SHALL REPORT THEM IMMEDIATELY TO THE COTR.

THE NATURAL RESOURCES CONSERVATION SERVICE DOES NOT GUARANTEE THE COMPLETENESS AND ACCURACY OF OWNERSHIP SHOWN. APPARENT OWNERSHIP HAS BEEN OBTAINED FROM MAPS IN THE OFFICE OF THE PARISH CLERK OF COURT OR THE TAX ASSESSOR. WHERE AN APPARENT PROPERTY LINE IS SHOWN NEAR THE CENTERLINE OF A CHANNEL, ITS LOCATION IS NOT DEFINITE.

NOTES:
HORIZONTAL DATUM: NAD83, LOUISIANA STATE
COORDINATE SYSTEM SOUTH ZONE
VERTICAL DATUM: NAVD88
AERIAL PHOTO: USGS 2007 ORTHO-PHOTO IMAGERY

BENCHMARK:
STATION NAME: BA41-SM-01
LOCATION: LOCATED APPROXIMATELY 1.3 MILES SOUTH OF THE LAFITTE HARBOR MARINA IN LAFITTE, LOUISIANA, ON THE EAST BANK OF BAYOU BARATARIA IMMEDIATELY NORTH OF THE CUT INTO THE PEN.
STAMPING: CRMSTE-SM-10

ADJUSTED NAD 83 DATUM LSZ FEET
N= 417,912.65
E= 3,673,985.68

ADJUSTED NAVD88 HEIGHT
ELEVATION= 4.78 FEET

"AS BUILT"

LANDRIGHTS

- 12 WEBB-MILLING
- 5 BURLINGTON ROUSOURCES-LL&E



REVISIONS			
NO.	DATE	APPROVED	TITLE

VICINITY AND ACCESS MAP
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

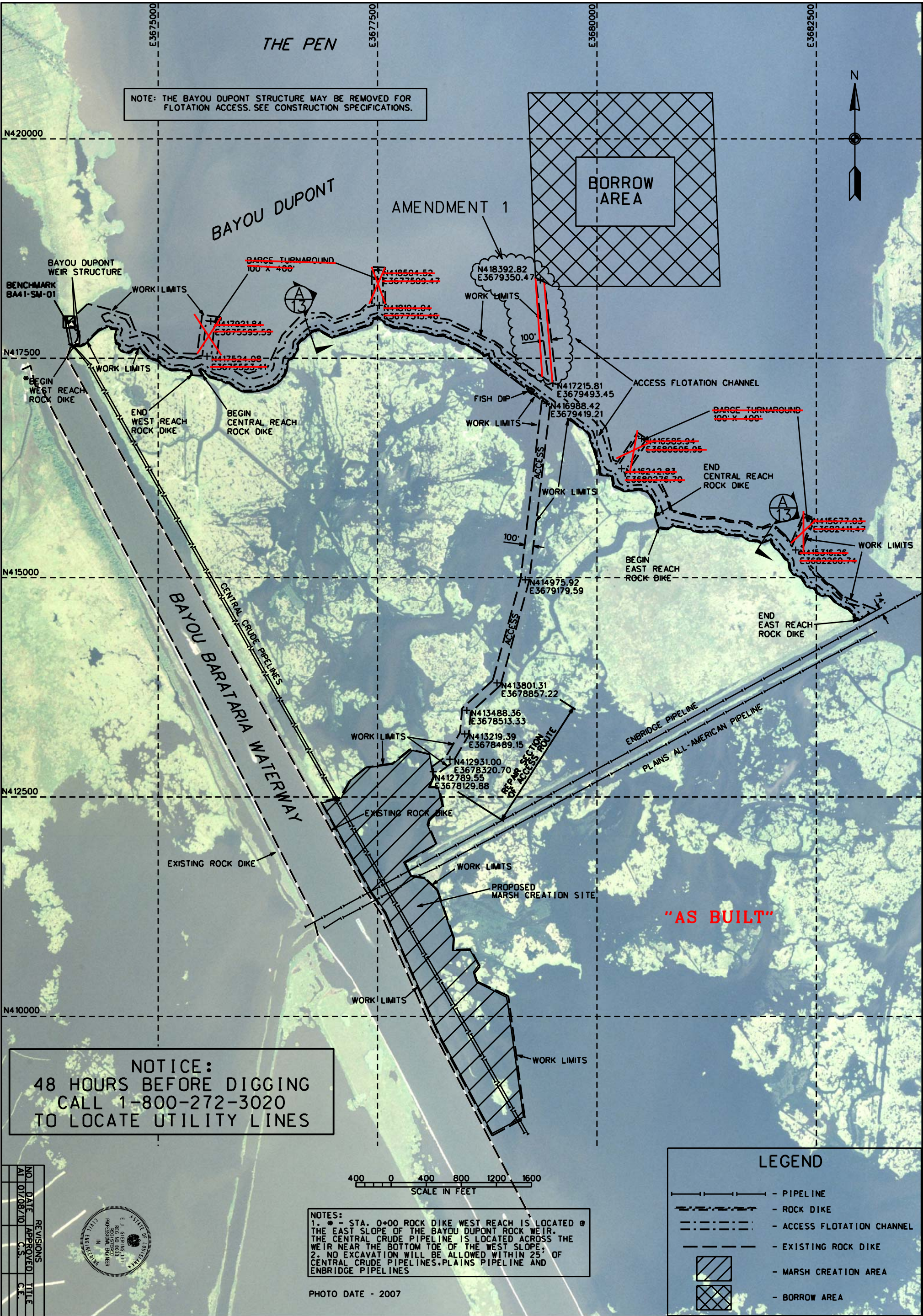
NRC
Natural Resources Conservation Service
United States Department of Agriculture

DESIGNED	R. FAULKNER	DATE	02/06
DRAWN	D.J. WILMORE		04/06
CHECKED			
APPROVED	E.J. GIERING III		06/09

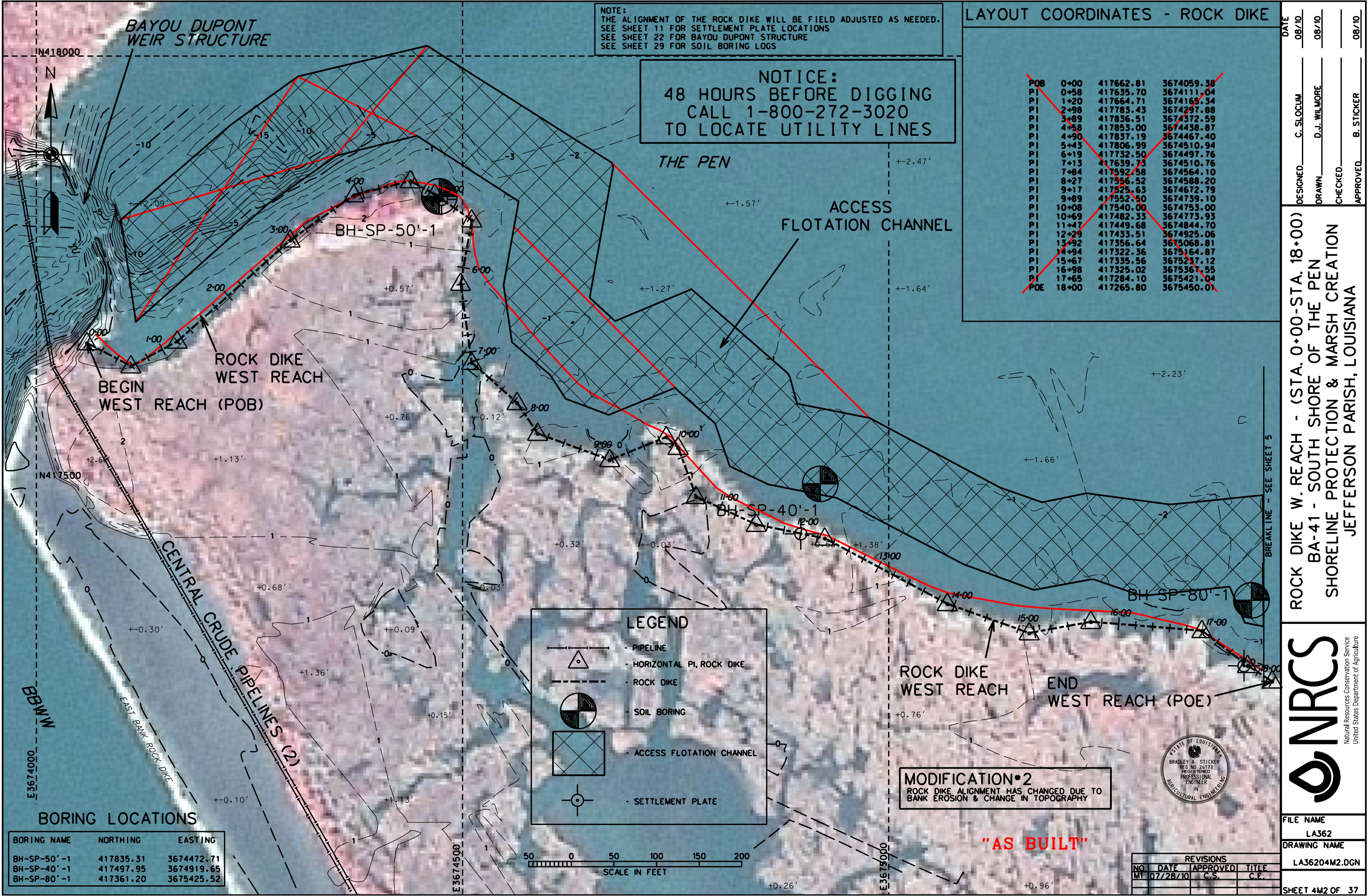
FILE NAME
LA362

DRAWING NAME
LA36202.DGN

SHEET 2 OF 37



SITE MAP
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



DATE
08/10

C. SLOCUM

D. J. WILMORE

B. STICKER

ROCK DIKE W. REACH - (STA. 0+00-STA. 18+00)
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

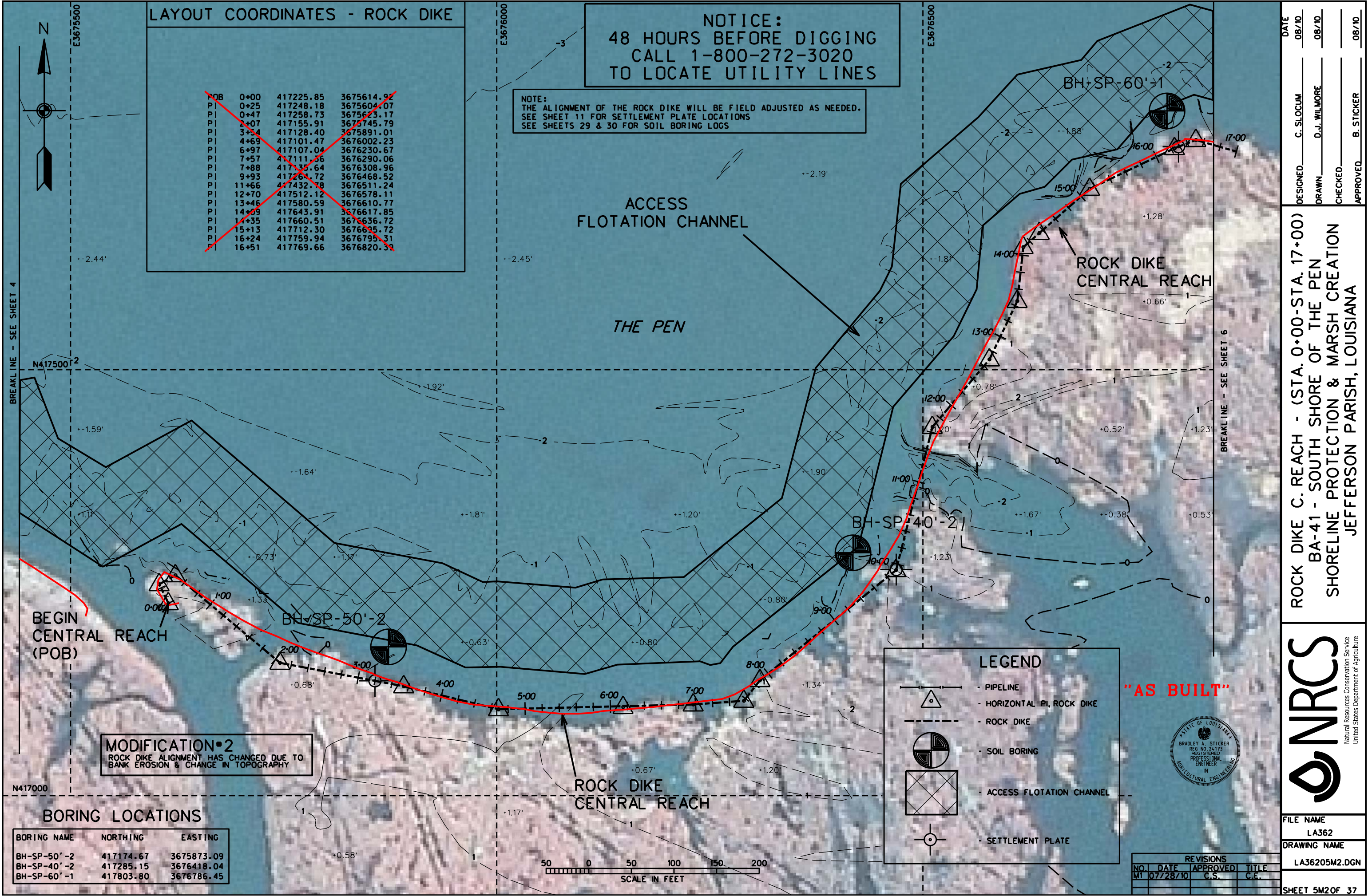
NRC

Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

DRAWING NAME
LA36204M2.DGN

SHEET 4M2 OF 37



ROCK DIKE C. REACH - (STA. 0+00-STA. 17+00)
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

STATE OF LOUISIANA
BRADLEY A. STICKER
REG. NO. 24173
REGISTERED
PROFESSIONAL
ENGINEER
IN
AGRICULTURAL ENGINEERING

DATE
DESIGNED 08/10
DRAWN D.J. WILMORE 08/10
CHECKED 08/10
APPROVED B. STICKER 08/10



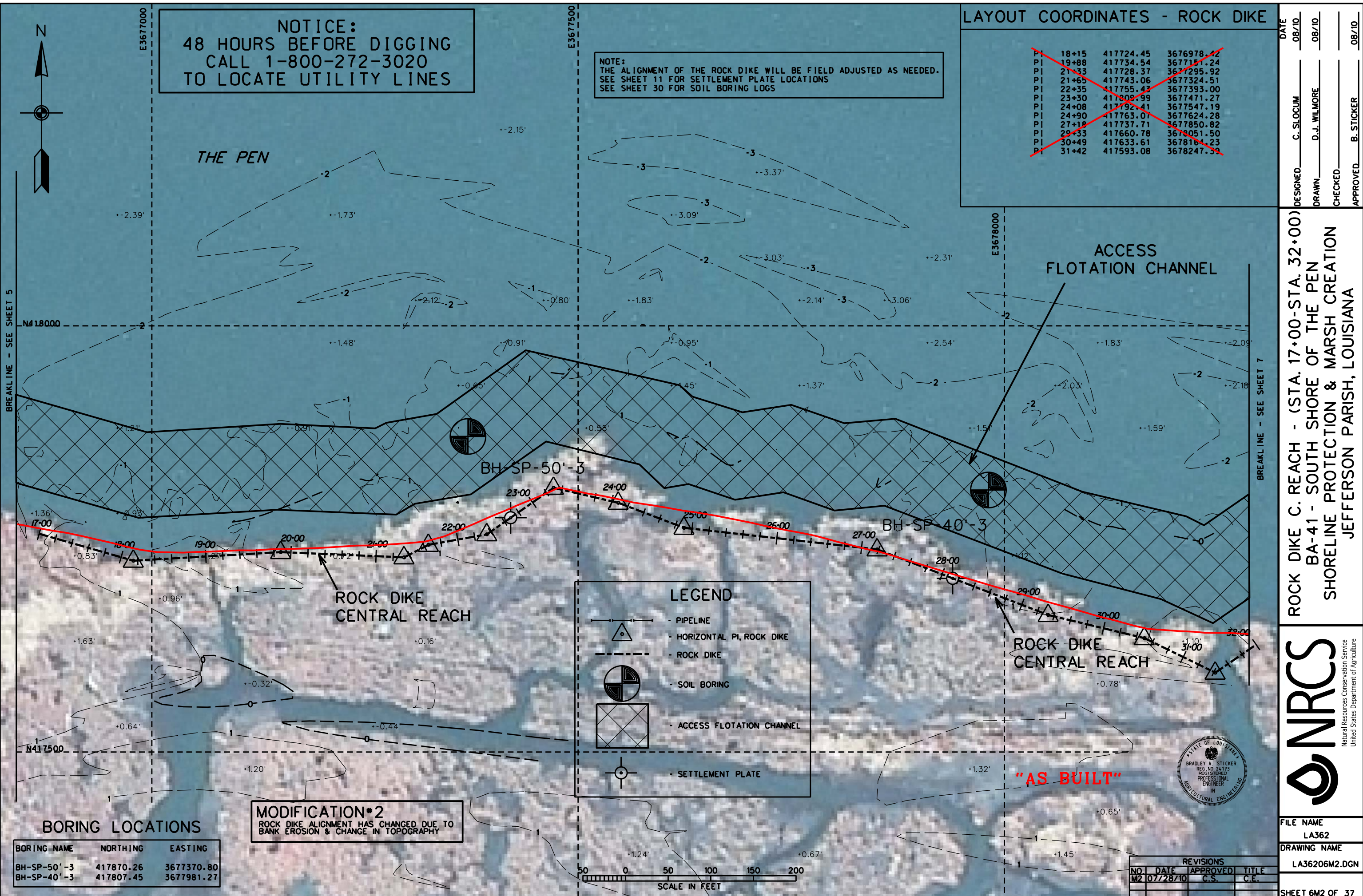
NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

NOTE:
THE ALIGNMENT OF THE ROCK DIKE WILL BE FIELD ADJUSTED AS NEEDED.
SEE SHEET 11 FOR SETTLEMENT PLATE LOCATIONS
SEE SHEET 30 FOR SOIL BORING LOGS

LAYOUT COORDINATES - ROCK DIKE

PI	18+15	417724.45	3676978.42
PI	19+88	417734.54	367715.24
PI	21+33	417728.37	3677295.92
PI	21+65	417743.06	3677324.51
PI	22+35	417755.43	3677393.00
PI	23+30	417809.99	3677471.27
PI	24+08	41779.41	3677547.19
PI	24+90	417763.01	3677624.28
PI	27+18	417737.71	3677850.82
PI	29+33	417660.78	3678051.50
PI	30+49	417633.61	367816.23
PI	31+42	417593.08	3678247.33

DESIGNED	C. SLOCUM	DATE	08/10
DRAWN	D.J. WILMORE		08/10
CHECKED			
APPROVED	B. STICKER		08/10



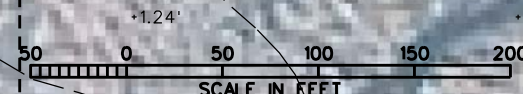
ROCK DIKE C. REACH - (STA. 17+00-STA. 32+00)
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME	LA362
DRAWING NAME	LA36206M2.DGN
SHEET 6M2 OF 37	

BORING NAME	NORTHING	EASTING
BH-SP-50'-3	417870.26	3677370.80
BH-SP-40'-3	417807.45	3677981.27

MODIFICATION #2
ROCK DIKE ALIGNMENT HAS CHANGED DUE TO
BANK EROSION & CHANGE IN TOPOGRAPHY



REVISIONS			
NO.	DATE	APPROVED	TITLE
M2	07/28/10	C.S.	C.E.

NOTE:
THE ALIGNMENT OF THE ROCK DIKE WILL BE FIELD ADJUSTED AS NEEDED.
SEE SHEETS 11 & 12 FOR SETTLEMENT PLATE LOCATIONS
SEE SHEETS 30 & 31 FOR SOIL BORING LOGS

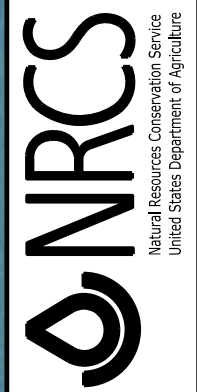
LAYOUT COORDINATES - ROCK DIKE

PI	32+11	417632.23	3678304.24
PI	32+82	417584.86	3678357.07
PI	33+30	417559.51	3678398.56
PI	33+70	417557.57	3678438.38
PI	34+14	417576.00	3678477.38
PI	34+56	417585.87	3678518.26
PI	34+74	417575.12	3678533.12
PI	37+49	417470.49	3678787.67

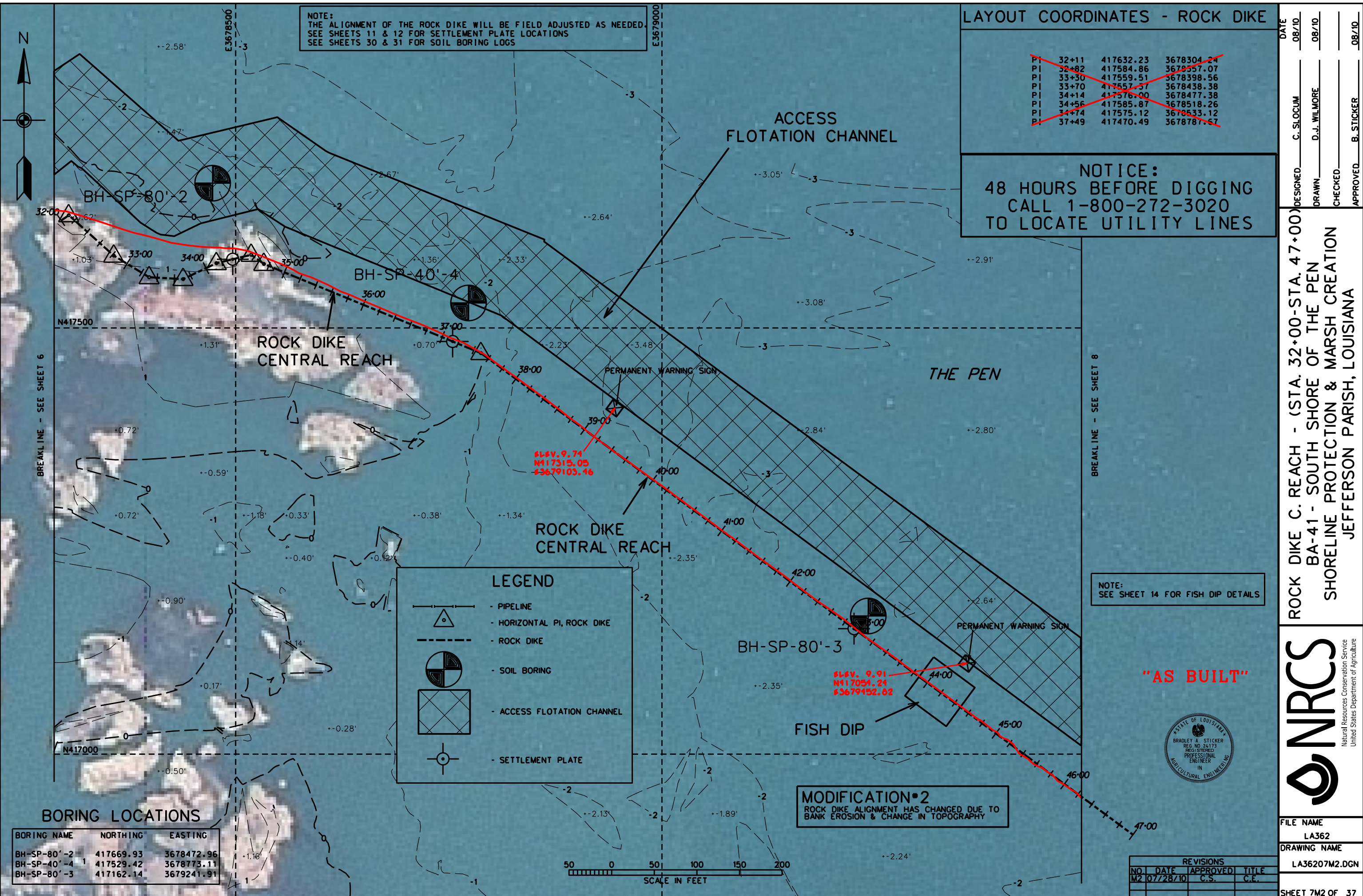
NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

DATE	DESIGNED	C. SLOCUM	08/10
	DRAWN	D.J. WILMORE	08/10
	CHECKED		
	APPROVED	B. STICKER	08/10

ROCK DIKE C. REACH - (STA. 32+00-STA. 47+00)
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME	LA362
DRAWING NAME	LA36207M2.DGN
SHEET 7M2 OF	37





LEGEND

- PIPELINE
- HORIZONTAL PI, ROCK DIKE
- ROCK DIKE
- SOIL BORING
- ACCESS FLOTATION CHANNEL
- SETTLEMENT PLATE

LAYOUT COORDINATES - ROCK DIKE

PI	49+27	416770.57	3679735.07
PI	50+60	416656.54	3679802.92
PI	51+34	416604.15	3679856.04
PI	52+32	416518.58	3679904.20
PI	52+72	416490.48	3679932.69
PI	53+25	416442.14	3679953.94
PI	53+92	416376.03	3679968.63
PI	54+66	416312.38	3680006.34
PI	55+27	416253.92	3680019.33
PI	57+00	416114.68	3680123.14
PI	57+39	416037.86	3680167.94
PI	59+01	415975.40	3680260.79
PI	60+10	415940.29	3680363.75
PI	61+36	415916.73	3680487.48

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

NOTE:
THE ALIGNMENT OF THE ROCK DIKE WILL BE FIELD ADJUSTED AS NEEDED.
SEE SHEET 12 FOR SETTLEMENT PLATE LOCATIONS
SEE SHEET 31 FOR SOIL BORING LOGS

MODIFICATION #2
ROCK DIKE ALIGNMENT HAS CHANGED DUE TO
BANK EROSION & CHANGE IN TOPOGRAPHY

BORING LOCATIONS

BORING NAME	NORTHING	EASTING
BH-SP-40'-5	416787.59	3679718.68
BH-SP-50'-4	416168.94	3680142.27
BH-SP-60'-2	415994.70	3680555.81



"AS BUILT"



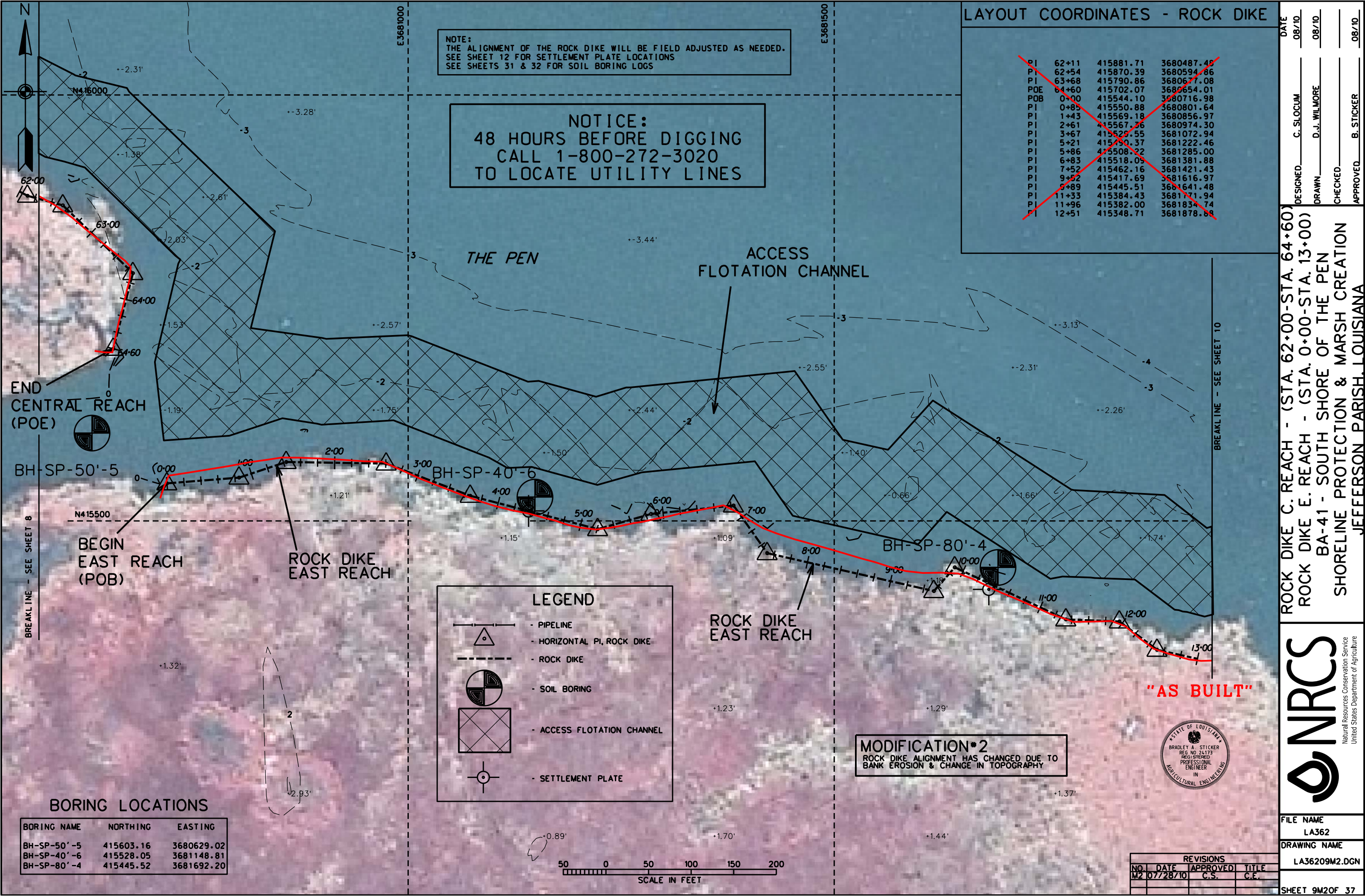
DESIGNED	C. SLOCUM	DATE	08/10
DRAWN	D.J. WILMORE		08/10
CHECKED			
APPROVED	B. STICKER		08/10

ROCK DIKE C. REACH - (STA. 47+00-STA. 62+00)
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME	LA362
DRAWING NAME	LA36208M2.DGN
SHEET 8M2 OF 37	

REVISIONS			
NO.	DATE	APPROVED	TITLE
M2	07/28/10	C.S.	C.E.





NOTE:
THE ALIGNMENT OF THE ROCK DIKE WILL BE FIELD ADJUSTED AS NEEDED.
SEE SHEET 12 FOR SETTLEMENT PLATE LOCATIONS
SEE SHEET 32 FOR SOIL BORING LOGS

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

LAYOUT COORDINATES - ROCK DIKE

PI 13+09	415336.17	3681935.12
PI 13+36	415343.31	3681961.00
PI 13+64	415335.32	3681987.63
PI 14+91	415247.19	3682079.84
PI 15+26	415229.80	3682110.02
PI 16+14	415173.21	3682177.52
PI 17+55	415036.22	3682211.33
PI 18+72	414983.85	3682315.76
PI 18+97	414967.03	3682334.21
PI 19+51	414915.24	3682349.43
PI 20+44	414865.71	3682427.56
PI 20+72	414872.20	3682454.56
PI 21+15	414849.78	3682491.40
PI 21+95	414784.54	3682537.27
PI 22+52	414767.17	3682591.32
PI 23+05	414787.95	3682640.18
PI 24+03	414720.03	3682711.33
PI 25+78	414631.32	3682852.32
PI 26+27	414598.06	3682898.35
PUE 27+42	414508.77	3682970.75

DATE	DESIGNED	C. SLOCUM	DRAWN	D.J. WILMORE	CHECKED	APPROVED	B. STICKER
08/10							
08/10							
08/10							

ROCK DIKE E. REACH - (STA. 13+00-STA. 27+42)
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME	LA362
DRAWING NAME	LA36210M2.DGN
SHEET 10M2 OF	37

BREAKLINE - SEE SHEET 9

BH-SP-50'-6
ROCK DIKE
EAST REACH

BH-SP-40'-7

ROCK DIKE
EAST REACH

BH-SP-60'-3
END
EAST REACH (POE)

MODIFICATION#2
ROCK DIKE ALIGNMENT HAS CHANGED DUE TO
BANK EROSION & CHANGE IN TOPOGRAPHY

ACCESS
FLOTATION CHANNEL

"AS BUILT"

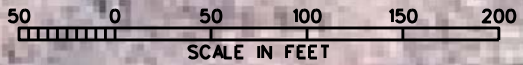


LEGEND

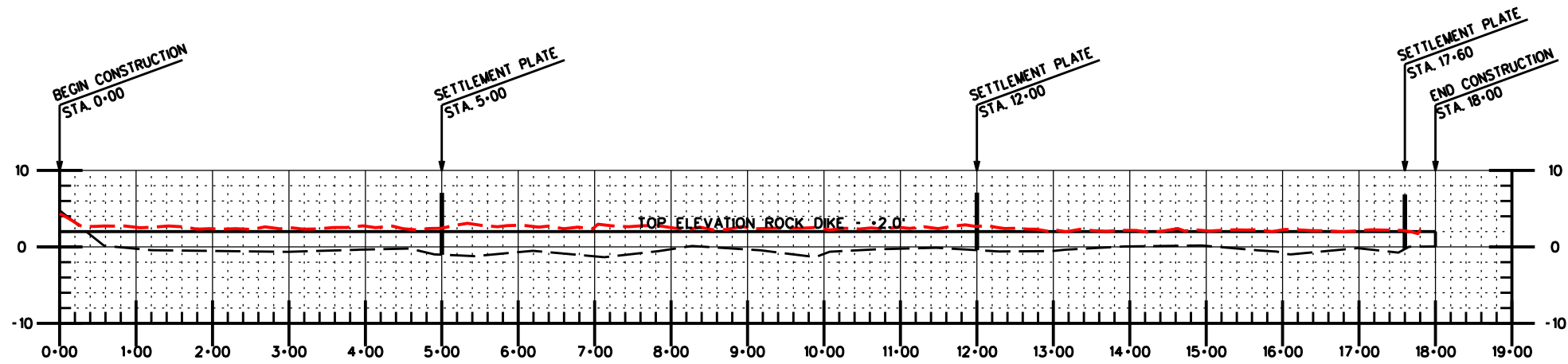
- PIPELINE
- HORIZONTAL PI, ROCK DIKE
- ROCK DIKE
- SOIL BORING
- ACCESS FLOTATION CHANNEL
- SETTLEMENT PLATE

BORING LOCATIONS

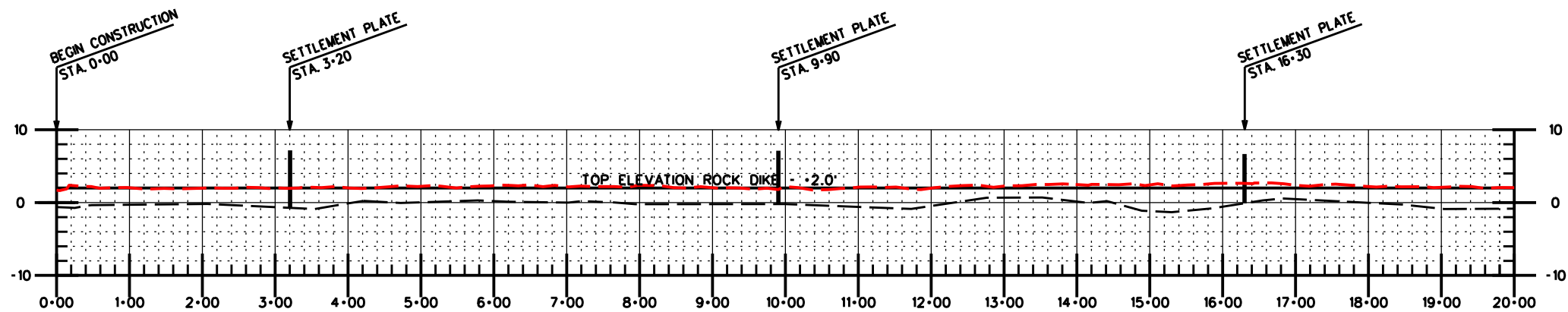
BORING NAME	NORTHING	EASTING
BH-SP-50'-6	415237.03	3682128.42
BH-SP-40'-7	414868.03	3682484.33
BH-SP-60'-3	414527.72	3682974.94



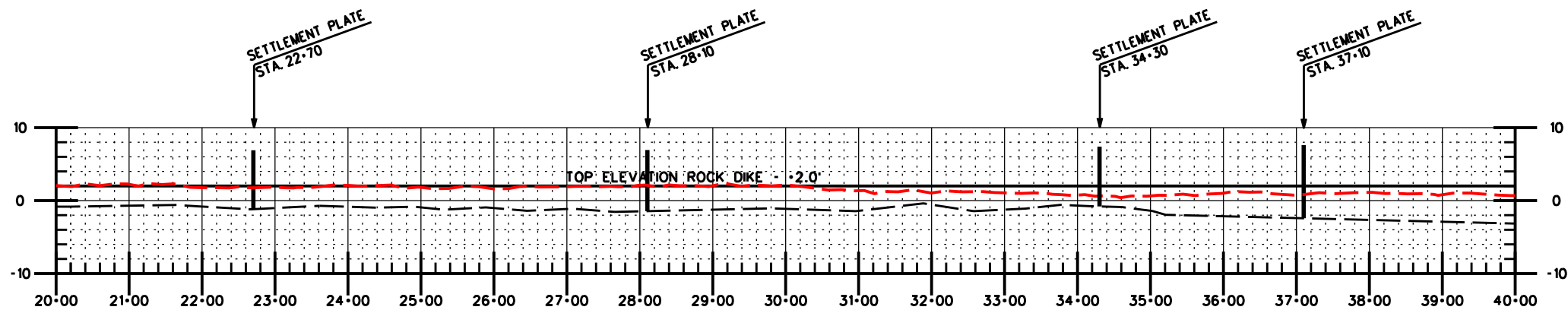
REVISIONS			
NO.	DATE	APPROVED	TITLE
M2	07/28/10	C.S.	C.E.



WEST REACH - (STA.0+00-STA.18+00)



CENTRAL REACH - (STA.0+00-STA.20+00)



CENTRAL REACH - (STA.20+00-STA.40+00)

MODIFICATION#2
ROCK DIKE ALIGNMENT HAS CHANGED DUE TO
BANK EROSION & CHANGE IN TOPOGRAPHY

"AS BUILT"



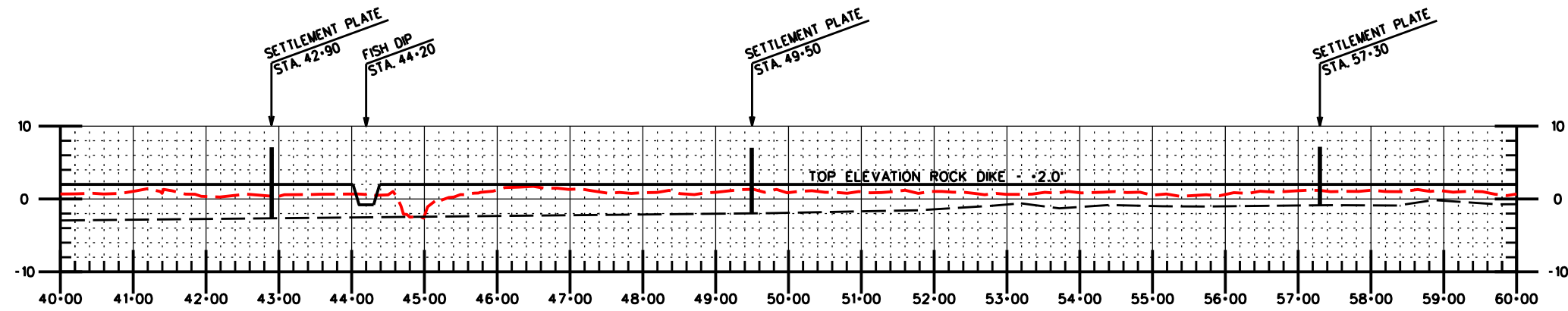
REVISIONS			
NO.	DATE	APPROVED	TITLE
M2	07/28/10	C.S.	C.E.

ROCK DIKE PROFILES
WEST REACH & CENTRAL REACH
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

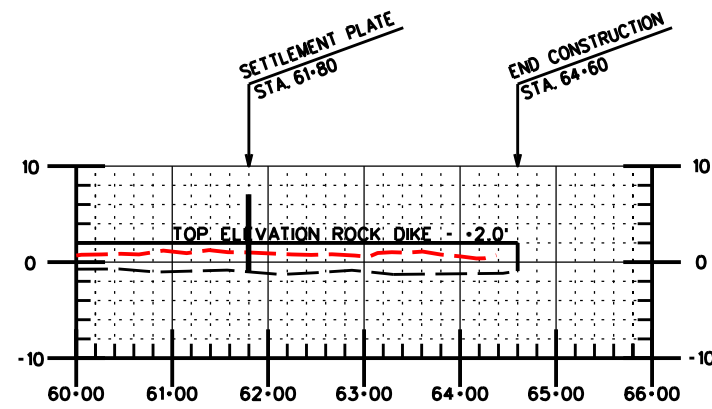


FILE NAME	LA362
DRAWING NAME	LA36211M2.DGN
SHEET 11M2 OF	37

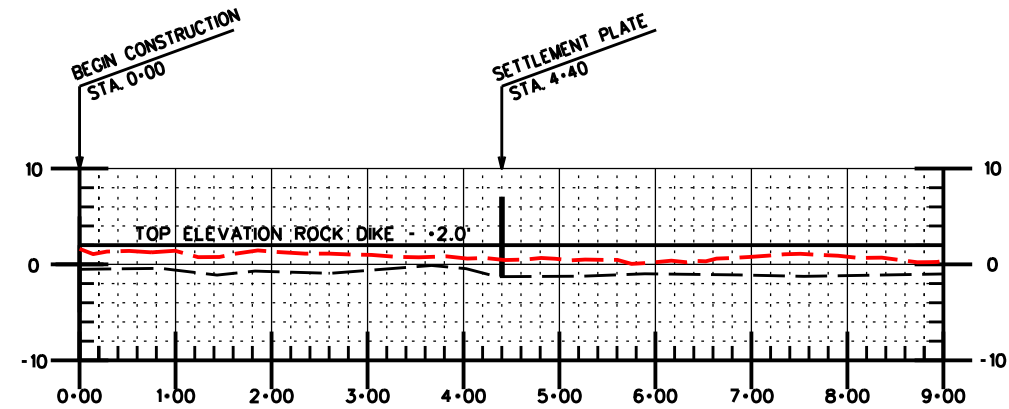
DESIGNED	C. SLOCUM	DATE	08/10
DRAWN	D.J. WILMORE		08/10
CHECKED			
APPROVED	B. STICKER		08/10



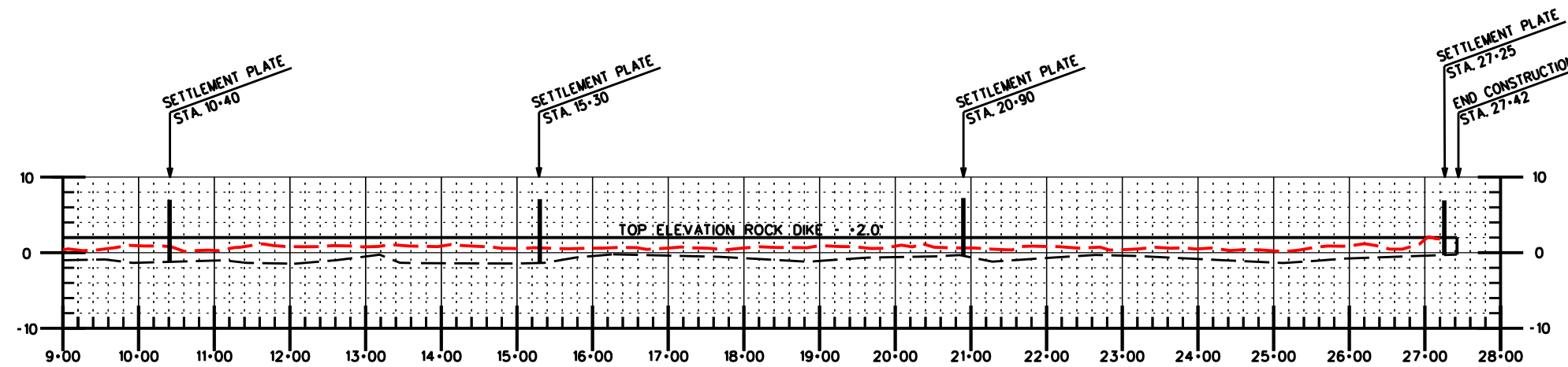
CENTRAL REACH - (STA.40+00-STA.60+00)



CENTRAL REACH - (STA.60+00-STA.64+60)



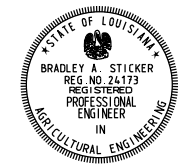
EAST REACH - (STA.0+00-STA.9+00)



EAST REACH - (STA.9+00-STA.27+42)

MODIFICATION*2
ROCK DIKE ALIGNMENT HAS CHANGED DUE TO
BANK EROSION & CHANGE IN TOPOGRAPHY

"AS BUILT"



DESIGNED	C. SLOCUM	DATE	08/10
DRAWN	D.J. WILMORE		08/10
CHECKED			
APPROVED	B. STICKER		08/10

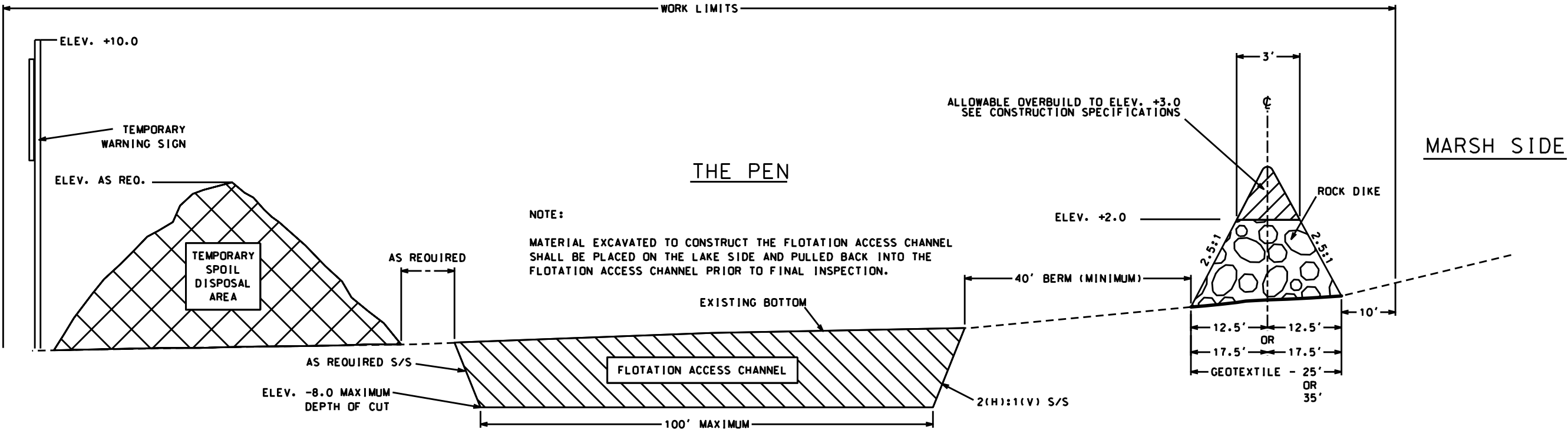
ROCK DIKE PROFILES
CENTRAL REACH & EAST REACH
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME	LA362
DRAWING NAME	LA36212M2.DGN
SHEET 12M2 OF	37

REVISIONS			
NO.	DATE	APPROVED	TITLE
M2	07/28/10	C.S.	C.E.

GEOTEXTILE WIDTHS		
REACH	STA.	PANEL WIDTH
WEST	0+00 - 18+16	25'
CENTRAL	0+00 - 41+00	25'
CENTRAL	41+00 - 53+00	35' 25'
CENTRAL	53+00 - 69+21	25'
EAST	0+00 - 28+19	25'



NOTE:
TEMPORARY WARNING SIGNS SHALL BE PLACED
AT A MAXIMUM SPACING OF 500 FT ALONG ALL
TEMPORARY SPOIL DISPOSAL AREAS.

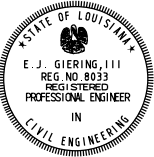
TYPICAL SECTION- ROCK ONLY
(NOT TO SCALE)

A
3

"AS BUILT"

NOTE:
EXCAVATION FOR FLOTATION IS AT THE CONTRACTOR'S OPTION.
EXCAVATION FOR FLOTATION IS NOT REQUIRED.

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES



REVISIONS			
NO.	DATE	APPROVED	TITLE

Date

05/07

Designed

R. FAULKNER

Drawn

D. WILMORE

Checked

E.J. GIERING III

Approved

06/09

ROCK DIKE & FLOTATION CHANNEL

TYPICAL SECTION

BA-41 - SOUTH SHORE OF THE PEN

SHORELINE PROTECTION & MARSH CREATION

JEFFERSON PARISH, LOUISIANA

NRC

Natural Resources Conservation Service
United States Department of Agriculture

File Name

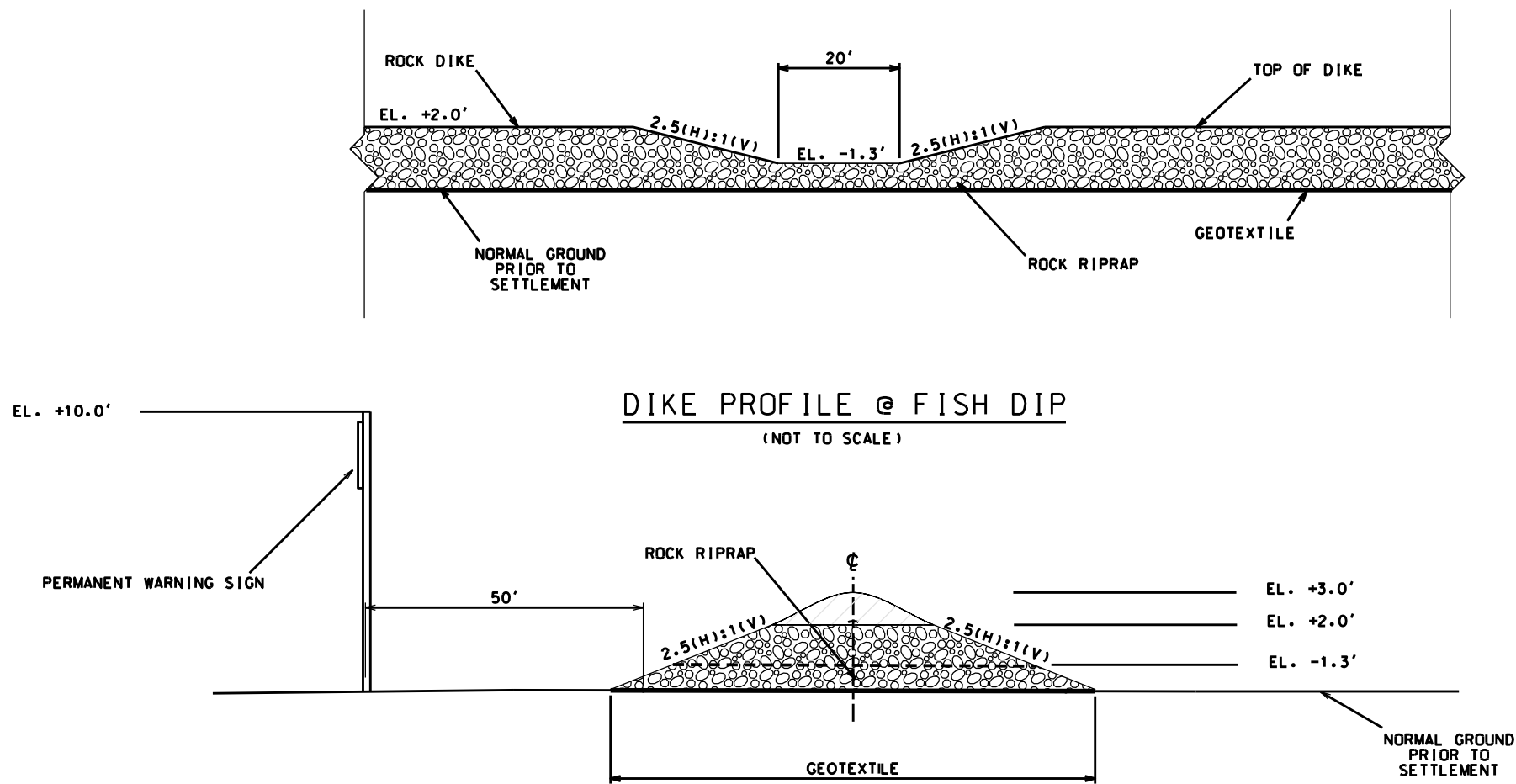
LA362

Drawing Name

LA36213.DGN

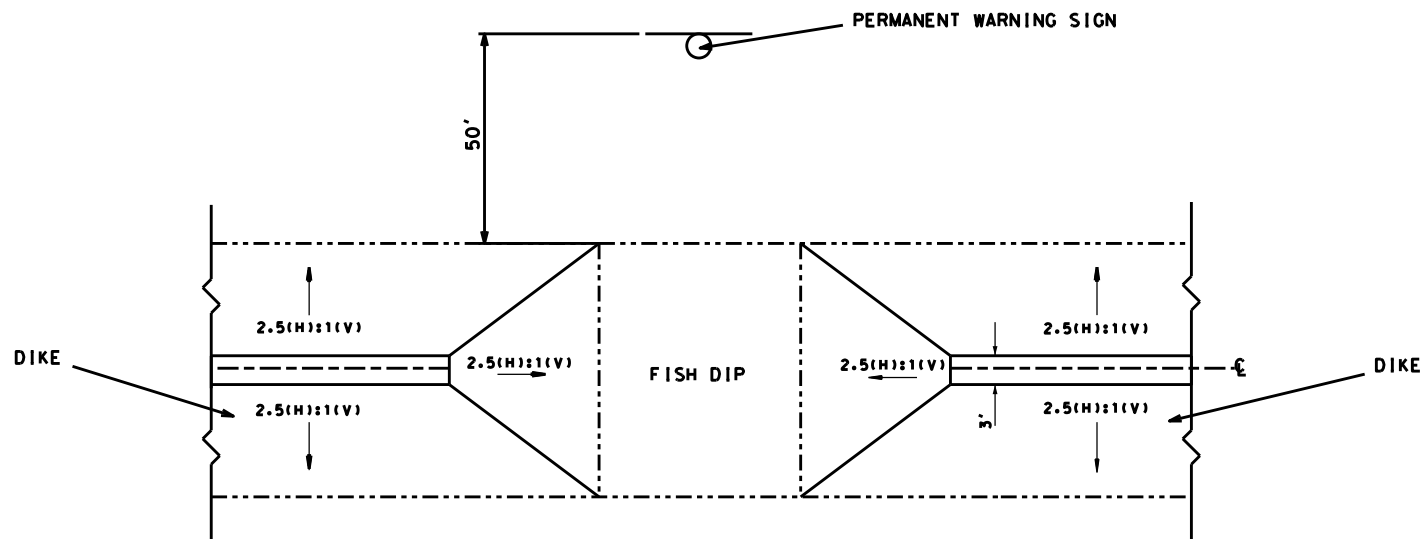
Sheet 13 of 37

THE PEN



DIKE PROFILE @ FISH DIP
(NOT TO SCALE)

DIKE SECTION @ FISH DIP
(NOT TO SCALE)



DIKE PLAN @ FISH DIP
(NOT TO SCALE)


"AS BUILT"



REVISIONS			
NO.	DATE	APPROVED	TITLE

DESIGNED	R. FAULKNER	DATE	06/07
DRAWN	D. WILMORE		06/07
CHECKED			
APPROVED	E.J. GIERING, III		06/09

FISH DIP TYPICAL
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

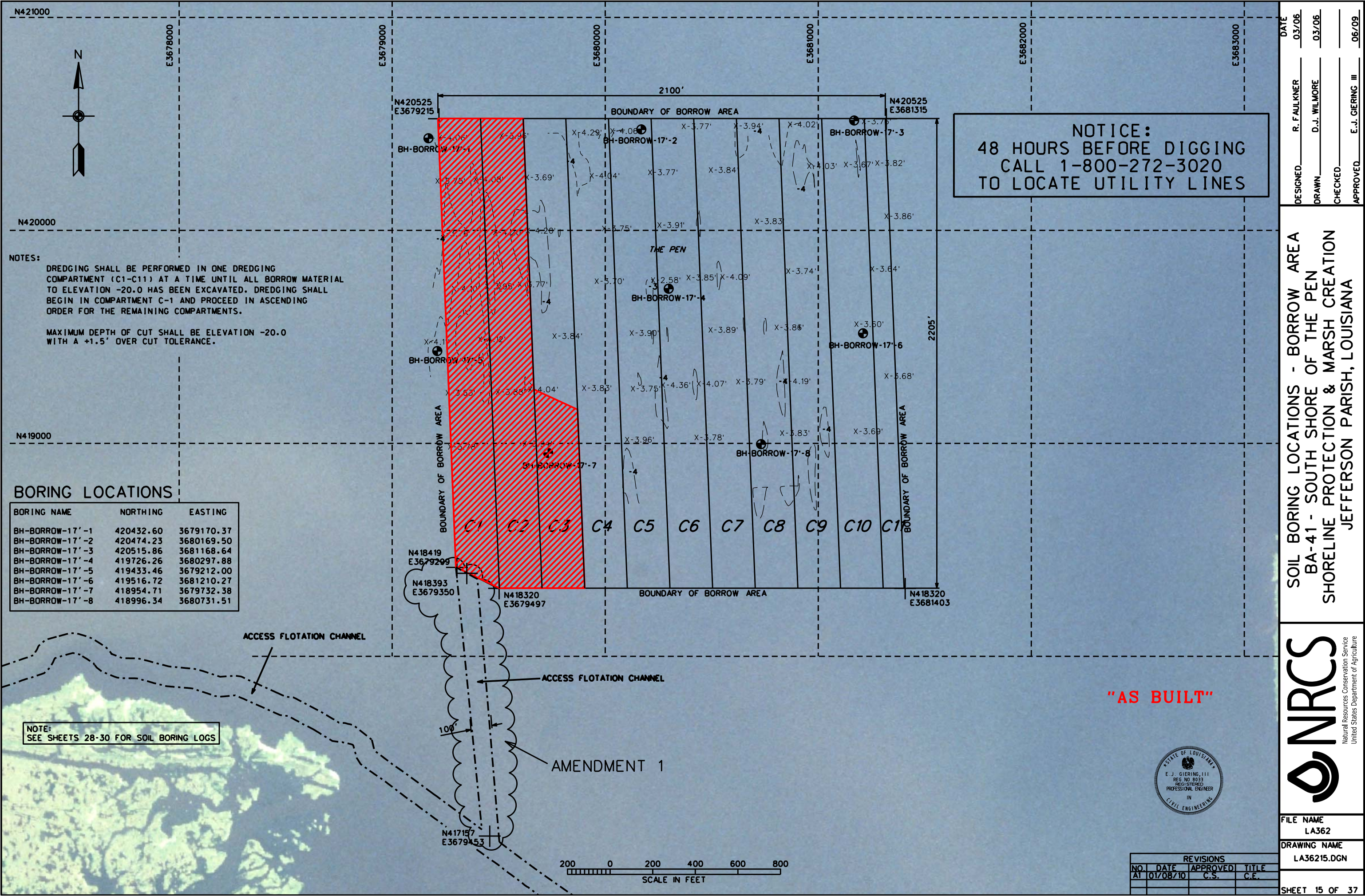


Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

DRAWING NAME
LA36214.DGN

SHEET 14 OF 37



DATE
DESIGNED R. FAULKNER 03/06
DRAWN D.J. WILMORE 03/06
CHECKED
APPROVED E.J. GIERING, III 06/09

SOIL BORING LOCATIONS - BORROW AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



SURVEY LINES COORDINATES					
L I N E	NORTHING	EASTING	L I N E	NORTHING	EASTING
L 000-W	420520.00	3678718.89	L 1000-PN	421019.52	3680195.64
	420520.00	3679214.88		420420.00	3680219.69
L 000-E	420520.00	3681818.89	L 1100-PN	421019.52	3680295.72
	420520.00	3681316.57		420420.00	3680319.77
L 100	420420.00	3678718.89	L 1200-PN	421019.52	3680395.80
	420420.00	3681818.89		420420.00	3680419.85
L 200	420320.00	3678722.90	L 1300-PN	421019.52	3680495.88
	420320.00	3681822.90		420420.00	3680519.93
L 300	420220.00	3678726.91	L 1400-PN	421019.52	3680595.96
	420220.00	3681826.91		420420.00	3680620.01
L 400	420120.00	3678730.93	L 1500-PN	421019.52	3680696.04
	420120.00	3681830.93		420420.00	3680720.10
L 500	420020.00	3678734.94	L 1600-PN	421019.52	3680796.12
	420020.00	3681834.94		420420.00	3680820.18
L 600	419920.00	3678738.95	L 1700-PN	421019.52	3680896.20
	419920.00	3681838.95		420420.00	3680920.26
L 700	419820.00	3678742.96	L 1800-PN	421019.71	3681001.79
	419820.00	3681842.96		420420.00	3681020.34
L 800	419720.00	3678746.97	L 1900-PN	421019.52	3681096.36
	419720.00	3681846.97		420420.00	3681120.42
L 900	419620.00	3678750.99	L 2000-PN	421019.52	3681196.44
	419620.00	3681850.99		420420.00	3681220.50
L 1000	419520.00	3678755.00	L 2100-PN	421019.52	3681296.52
	419520.00	3681855.00		420420.00	3681320.58
L 1100	419420.00	3678759.01	L 000-PS	417820.48	3679323.19
	419420.00	3681859.01		418420.00	3679299.14
L 1200	419320.00	3678763.02	L 100-PS	417820.48	3679423.27
	419320.00	3681863.02		418420.00	3679399.22
L 1300	419220.00	3678767.04	L 200-PS	417820.48	3679523.35
	419220.00	3681867.04		418420.00	3679499.30
L 1400	419120.00	3678771.05	L 300-PS	417820.48	3679623.43
	419120.00	3681871.05		418420.00	3679599.38
L 1500	419020.00	3678775.06	L 400-PS	417820.48	3679723.51
	419020.00	3681875.06		418420.00	3679699.46
L 1600	418920.00	3678779.07	L 500-PS	417820.48	3679823.59
	418920.00	3681879.07		418420.00	3679799.54
L 1700	418820.00	3678783.09	L 600-PS	417820.48	3679923.67
	418820.00	3681883.09		418420.00	3679899.62
L 1800	418720.00	3678787.10	L 700-PS	417820.48	3680023.75
	418720.00	3681887.10		418420.00	3679999.70
L 1900	418620.00	3678791.11	L 800-PS	417820.48	3680123.83
	418620.00	3681891.11		418420.00	3680099.78
L 2000	418520.00	3678795.12	L 900-PS	417820.48	3680223.91
	418520.00	3681895.12		418420.00	3680199.86
L 2100	418420.00	3678799.14	L 1000-PS	417820.48	3680323.99
	418420.00	3681899.14		418420.00	3680299.94
L 2200-W	418320.00	3678799.14	L 1100-PS	417820.48	3680424.08
	418320.00	3679303.15		418420.00	3680400.02
L 2200-E	418320.00	3681899.14	L 1200-PS	417820.48	3680524.16
	418320.00	3681404.84		418420.00	3680500.10
L 000-PN	421019.52	3679194.83	L 1300-PS	417820.48	3680624.24
	420420.00	3679218.89		418420.00	3680600.18
L 100-PN	421019.52	3679294.91	L 1400-PS	417820.48	3680724.32
	420420.00	3679318.97		418420.00	3680700.26
L 200-PN	421019.52	3679394.99	L 1500-PS	417820.48	3680824.40
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L 300-PN	421019.52	3679495.08	L 1600-PS	417820.48	3680924.48
	420420.00	3679519.13		418420.00	3680900.42
L 400-PN	421019.52	3679595.16	L 1700-PS	417820.48	3681024.56
	420420.00	3679619.21		418420.00	3681000.50
L 500-PN	421019.52	3679695.24	L 1800-PS	417820.48	3681124.64
	420420.00	3679719.29		418420.00	3681100.58
L 600-PN	421019.52	3679795.32	L 1900-PS	417820.48	3681224.72
	420420.00	3679819.37		418420.00	3681200.66
L 700-PN	421019.52	3679895.40	L 2000-PS	417820.48	3681324.80
	420420.00	3679919.45		418420.00	3681300.74
L 800-PN	421019.52	3679995.48	L 2100-PS	417820.48	3681424.88
	420420.00	3680019.53		418420.00	3681400.83
L 900-PN	421019.52	3680095.56			
	420420.00	3680119.61			



DATE
03/06
03/06
06/09

DESIGNED
R. FAULKNER
DRAWN
D.J. WILLMORE
CHECKED
E.J. GIERING III
APPROVED

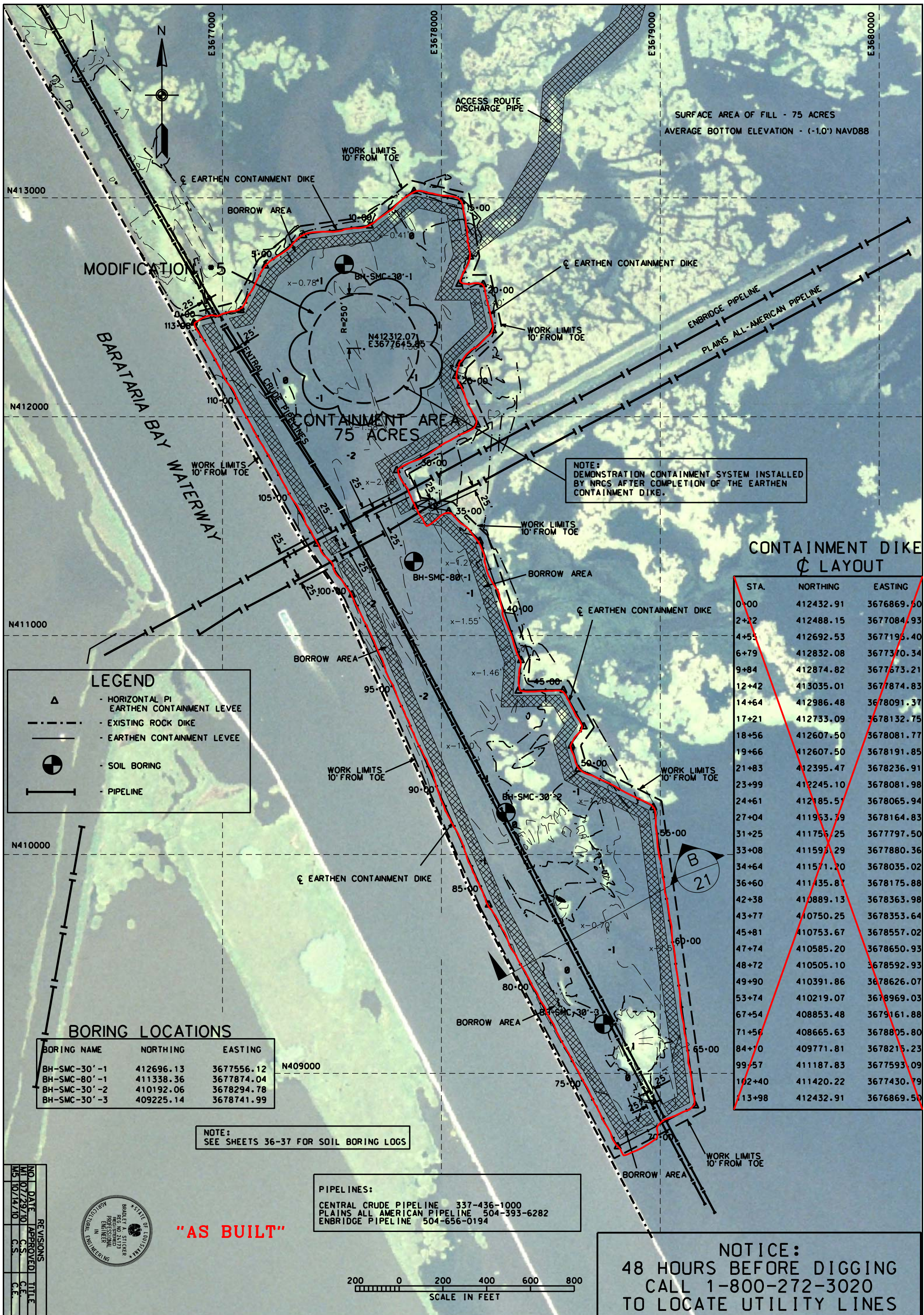
SURVEY LINES - BORROW AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

DRAWING NAME
LA36216.DGN

SHEET 16 OF 37



NO.	DATE	REVISIONS
M1	07/29/10	APPROVED
M5	10/14/10	C.S.
		C.E.

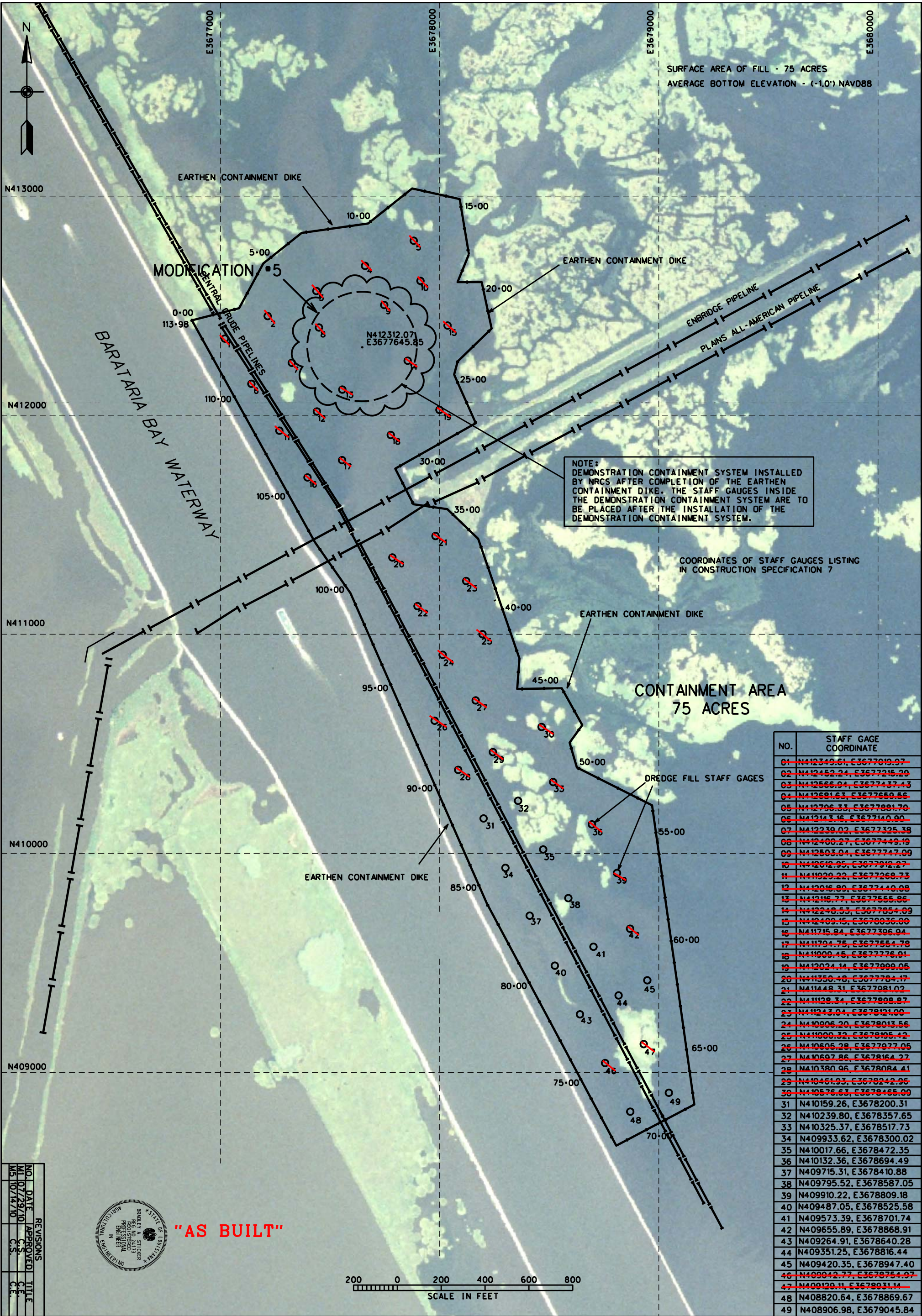


"AS BUILT"



MARSH CREATION AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

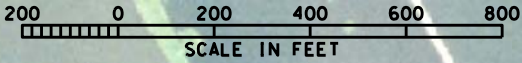
DESIGNED	R. FAULKNER	DATE	03/07
DRAWN	D. WILMORE		03/07
CHECKED			
APPROVED	E.J. GIERING III		06/09



NO.	DATE	REVISIONS	TITLE
M1	07/29/10	APPROVED	C.E.
M2	10/14/10	C.S.	C.E.
M3		C.S.	C.E.

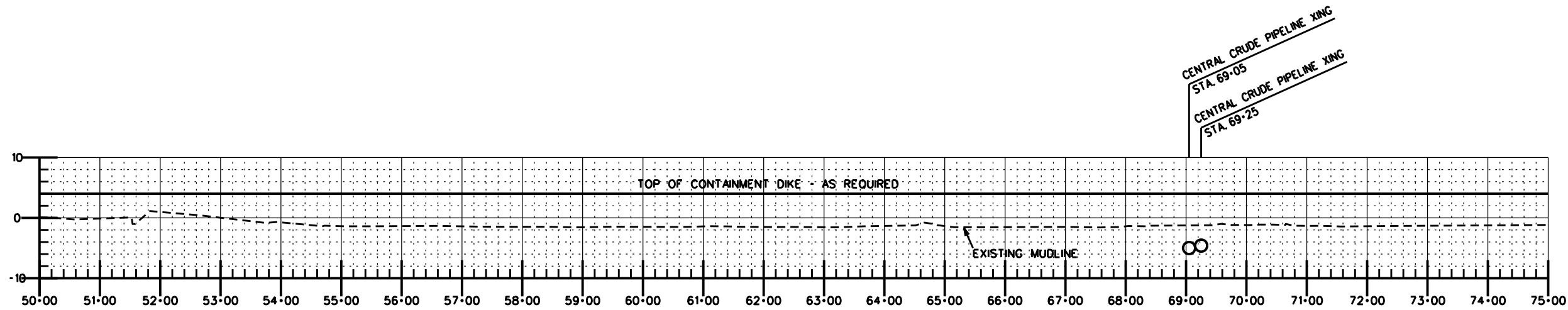
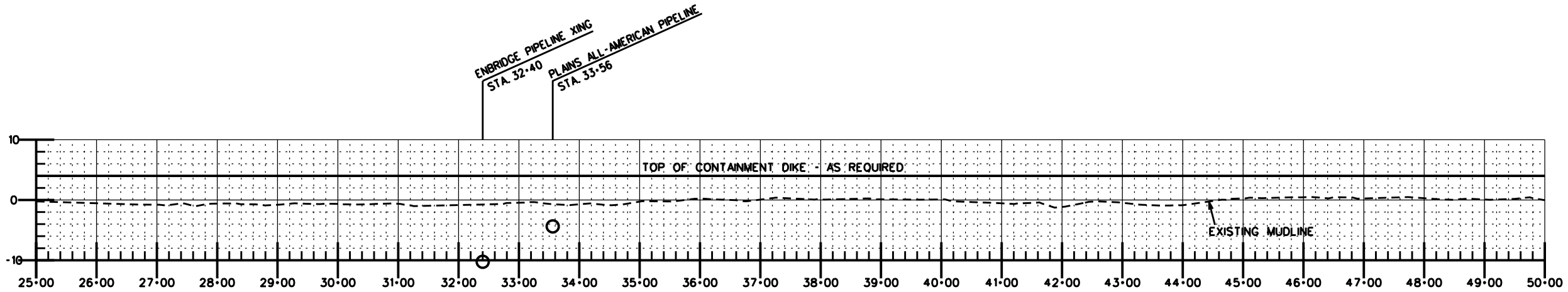
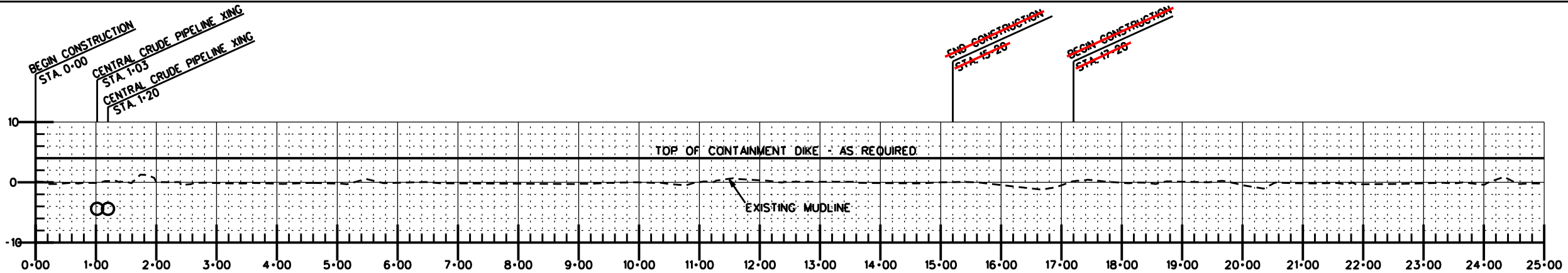


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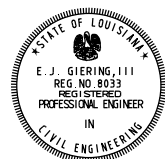
STAFF GAGE LOCATIONS - MARSH CREATION AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

DESIGNED	R. FAULKNER	DATE	03/07
DRAWN	D. WILMORE	DATE	03/07
CHECKED		DATE	
APPROVED	E.J. GIERING III	DATE	06/09



"AS BUILT"

NOTES:
FINAL AS-BUILT SURVEYS WERE NOT PERFORMED FOR THE CONTAINMENT DIKES



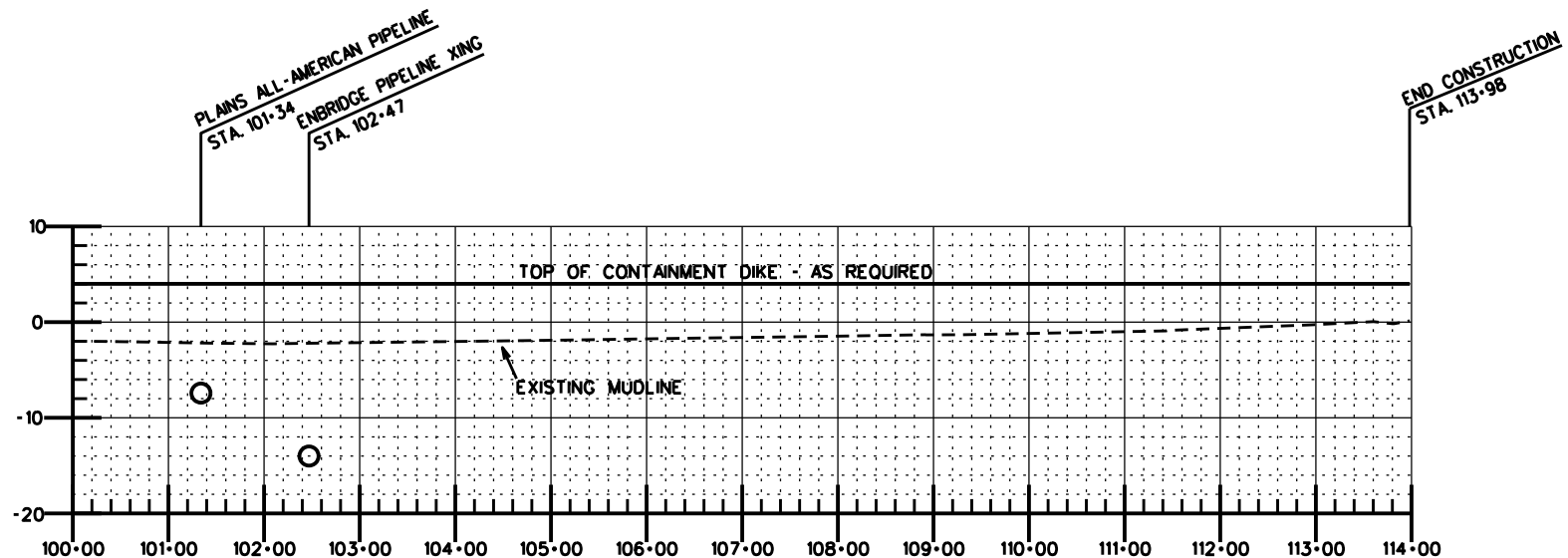
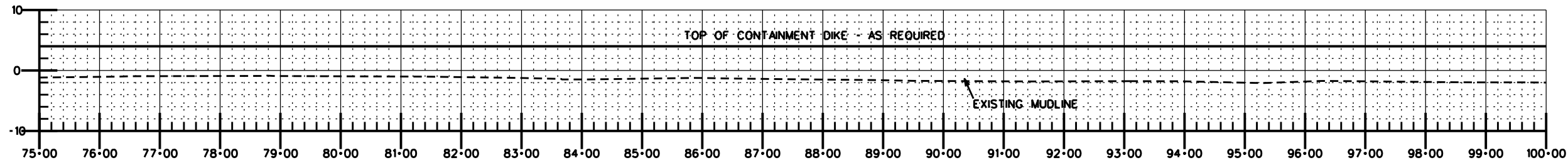
REVISIONS			
NO.	DATE	APPROVED	TITLE

DESIGNED	R. FAULKNER	DATE	03/06
DRAWN	D.J. WILMORE		03/06
CHECKED			
APPROVED	E.J. GIERING III		06/09

PROFILES - CONTAINMENT DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

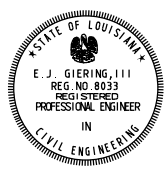


FILE NAME	LA362
DRAWING NAME	LA36219.DGN
SHEET	19 OF 37




NOTES:
FINAL AS-BUILT SURVEYS WERE NOT PERFORMED FOR THE CONTAINMENT DIKES

"AS BUILT"



REVISIONS			
NO.	DATE	APPROVED	TITLE



Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

DRAWING NAME
LA36220.DGN

SHEET 20 OF 37

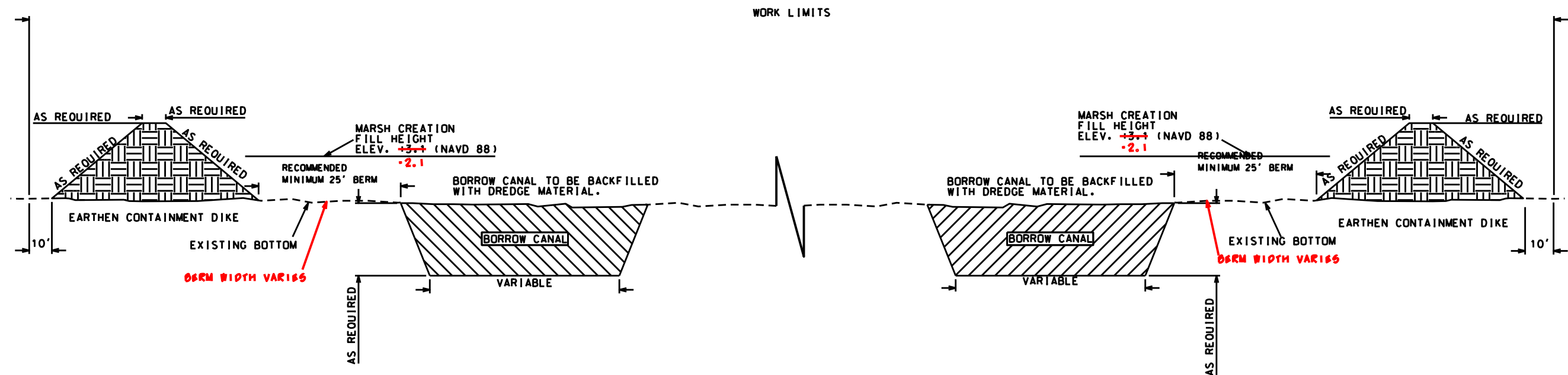
PROFILES - CONTAINMENT DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

DESIGNED	R. FAULKNER	DATE	03/06
DRAWN	D.J. WILMORE		03/06
CHECKED			
APPROVED	E.J. GIERING, III		06/09

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

MARSH CREATION SIDE

MARSH SIDE



TYPICAL SECTION-EARTHEN CONTAINMENT INTERIOR BORROW
(NOT TO SCALE)

B
17

"AS BUILT"

NOTE:
1. THE CONSTRUCTED SIDE SLOPES FOR THE EARTHEN
CONTAINMENT DIKE SHALL BE AS REQUIRED TO CONTAIN
THE DREDGE FILL MATERIAL.



REVISIONS			
NO.	DATE	APPROVED	TITLE

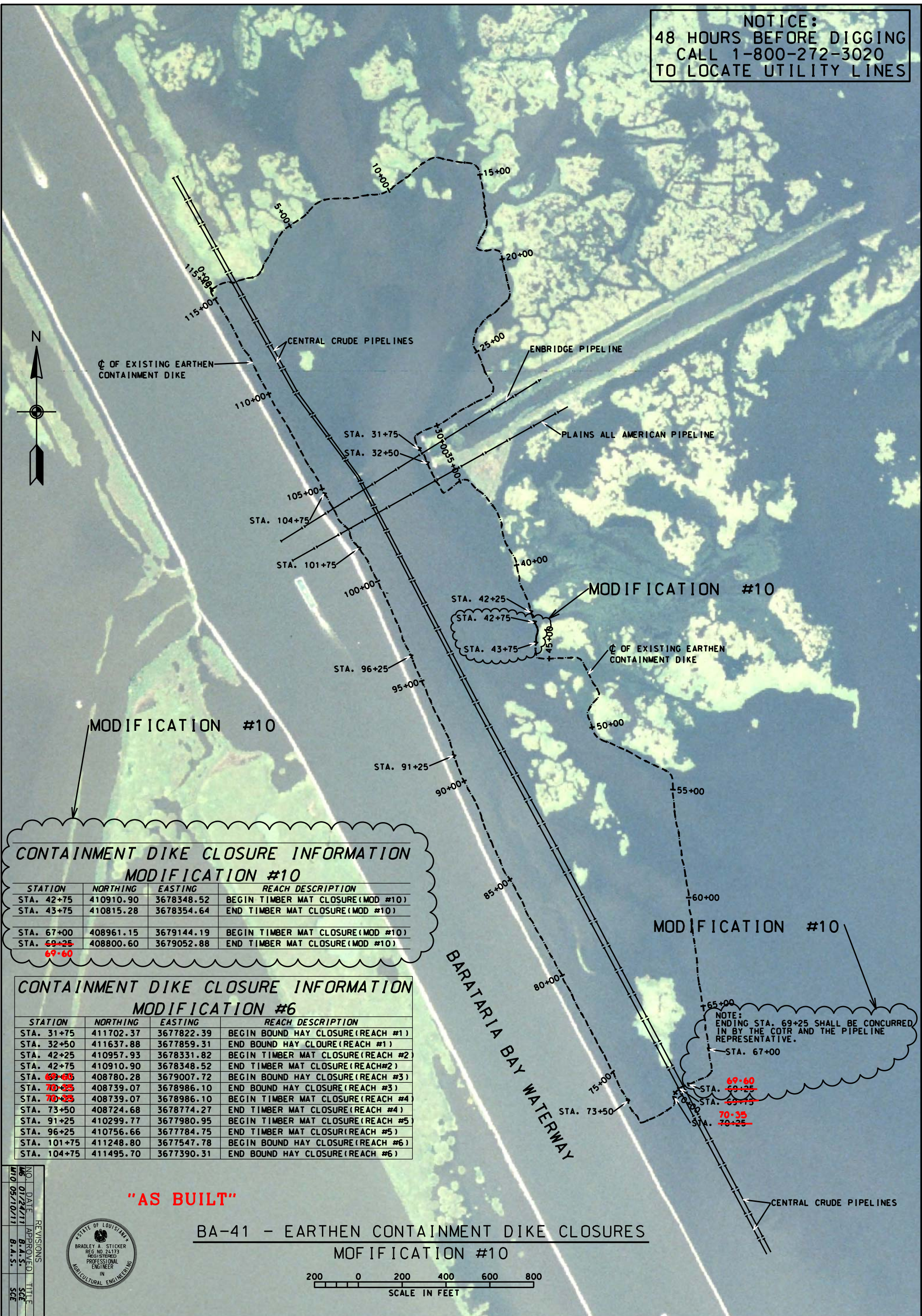
TYPICAL SECTION - CONTAINMENT DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



File Name
LA362
Drawing Name
LA36221.DGN
Sheet 21 of 37

Date	05/07
Designed	R. FAULKNER
Drawn	D. WILMORE
Checked	E.J. GIERING, III
Approved	06/09

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES



CONTAINMENT DIKE CLOSURE INFORMATION
MODIFICATION #10

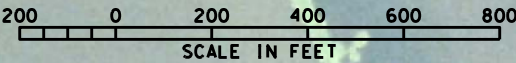
STATION	NORTHING	EASTING	REACH DESCRIPTION
STA. 42+75	410910.90	3678348.52	BEGIN TIMBER MAT CLOSURE (MOD #10)
STA. 43+75	410815.28	3678354.64	END TIMBER MAT CLOSURE (MOD #10)
STA. 67+00	408961.15	3679144.19	BEGIN TIMBER MAT CLOSURE (MOD #10)
STA. 69+25 69+60	408800.60	3679052.88	END TIMBER MAT CLOSURE (MOD #10)

CONTAINMENT DIKE CLOSURE INFORMATION
MODIFICATION #6

STATION	NORTHING	EASTING	REACH DESCRIPTION
STA. 31+75	411702.37	3677822.39	BEGIN BOUND HAY CLOSURE (REACH #1)
STA. 32+50	411637.88	3677859.31	END BOUND HAY CLOSURE (REACH #1)
STA. 42+25	410957.93	3678331.82	BEGIN TIMBER MAT CLOSURE (REACH #2)
STA. 42+75	410910.90	3678348.52	END TIMBER MAT CLOSURE (REACH #2)
STA. 69+25 69+60	408780.28	3679007.72	BEGIN BOUND HAY CLOSURE (REACH #3)
STA. 70+25 70+25	408739.07	3678986.10	END BOUND HAY CLOSURE (REACH #3)
STA. 70+25 70+25	408739.07	3678986.10	BEGIN TIMBER MAT CLOSURE (REACH #4)
STA. 73+50	408724.68	3678774.27	END TIMBER MAT CLOSURE (REACH #4)
STA. 91+25	410299.77	3677980.95	BEGIN TIMBER MAT CLOSURE (REACH #5)
STA. 96+25	410756.66	3677784.75	END TIMBER MAT CLOSURE (REACH #5)
STA. 101+75	411248.80	3677547.78	BEGIN BOUND HAY CLOSURE (REACH #6)
STA. 104+75	411495.70	3677390.31	END BOUND HAY CLOSURE (REACH #6)

"AS BUILT"

BA-41 - EARTHEN CONTAINMENT DIKE CLOSURES
MODIFICATION #10

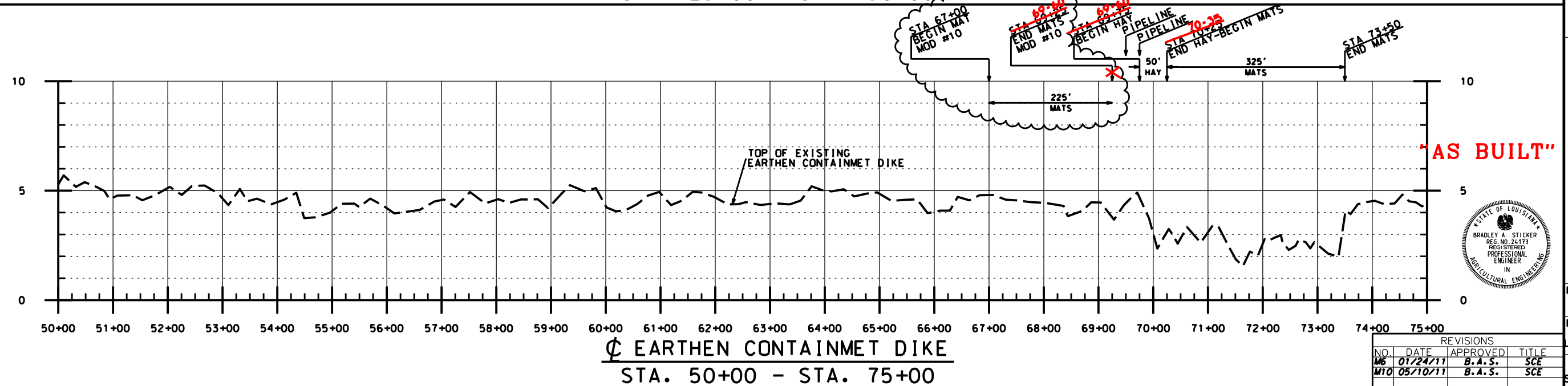
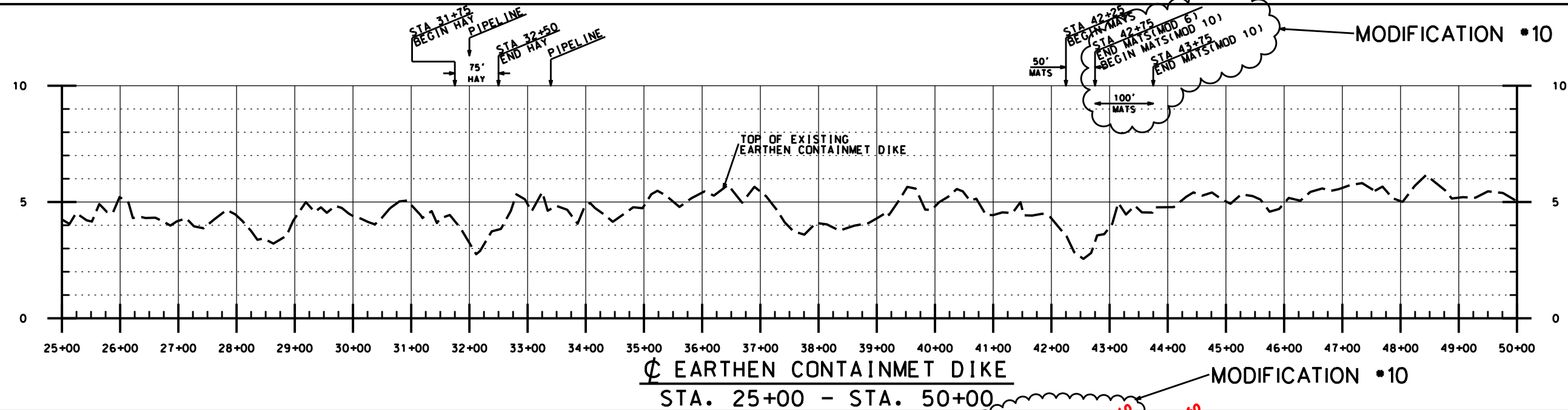
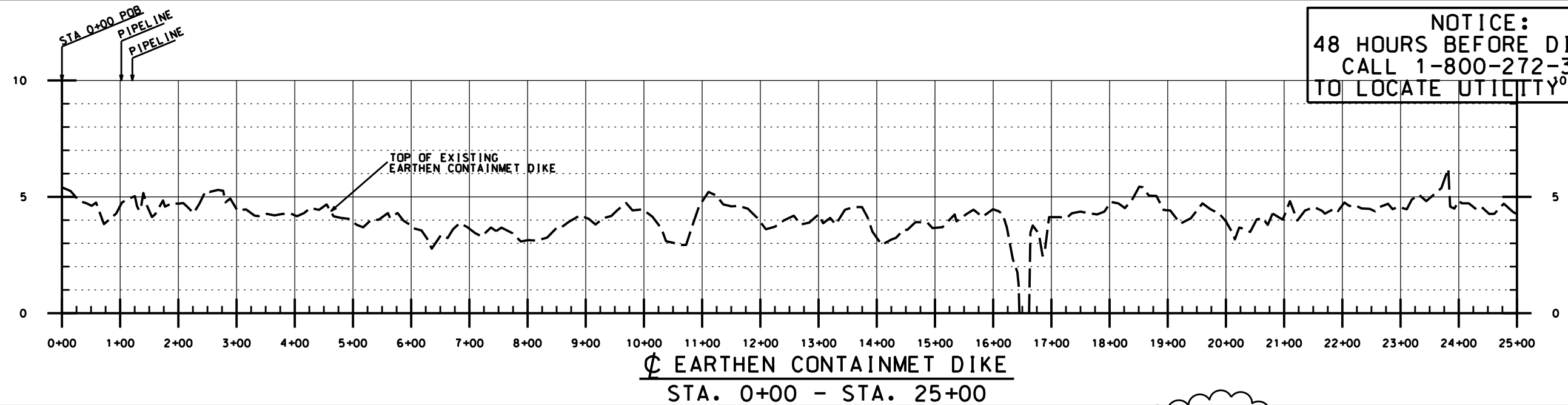


NO.	DATE	REVISIONS	TITLE
M0	01/24/17	APPROVED	BA-41
M0	05/10/17	B.A.S.	SCE



MARSH CREATION AREA
BA-41 SOUTH SHORE OF THE PEN
CONTAINMENT DIKE CLOSURES - MODIFICATION #10
JEFFERSON PARISH, LOUISIANA

DESIGNED	CHARLES SLOCUM	DATE	05/11
DRAWN	A. GREMILLION	DATE	05/11
CHECKED	W. BLANCHARD	DATE	05/11
APPROVED	B. STICKER	DATE	05/11



REVISIONS			
NO.	DATE	APPROVED	TITLE
M6	01/24/11	B.A.S.	SCE
M10	05/10/11	B.A.S.	SCE

DATE	05/11
DESIGNED	CHARLES SLOCUM
DRAWN	A. GREMILLION
CHECKED	DAN GILLEN
APPROVED	BRAD STICKER

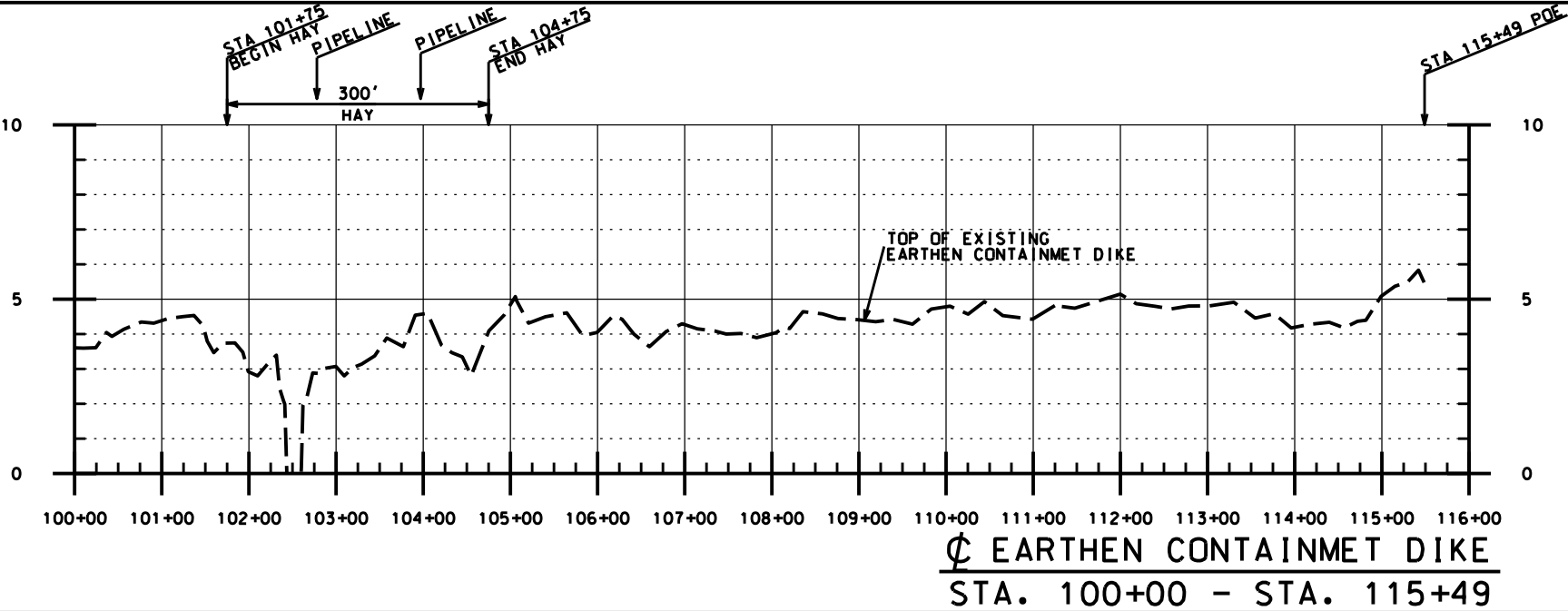
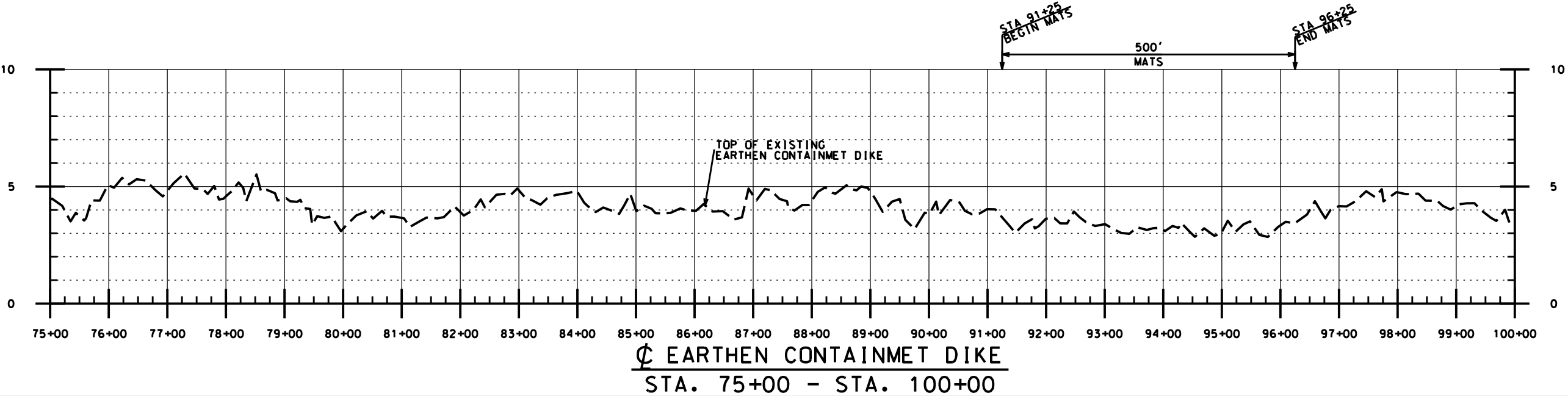
CENTERLINE PROFILE OF CONTAINMET DIKE
BA-41 SOUTH SHORE OF THE PEN
CONTAINMET DIKE CLOSURES-MODIFICATION #10
JEFFERSON PARISH, LOUISIANA

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA-362

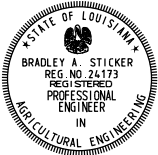
DRAWING NAME
LA362021BM10.dgn

SHEET 21BM10 of 37



NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

"AS BUILT"



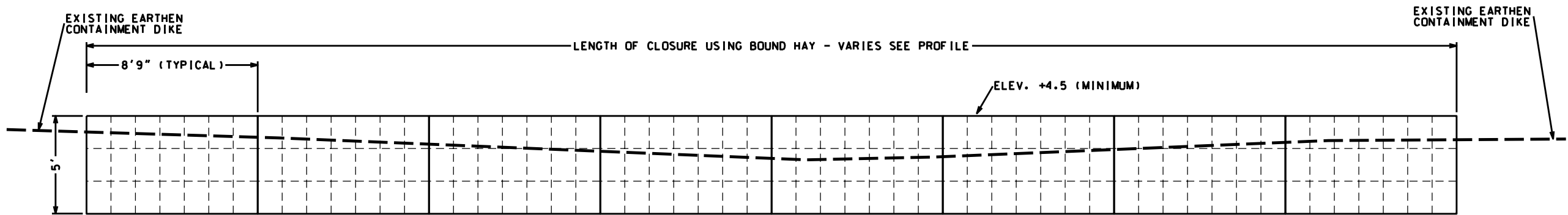
REVISIONS			
NO.	DATE	APPROVED	TITLE
M6	01/24/11	B.A.S.	SCE

DESIGNED	CHARLES SLOCUM	DATE	1/11
DRAWN	A. GREMILLION	DATE	01/11
CHECKED	DAN GILLEN	DATE	01/11
APPROVED	BRAD STICKER	DATE	01/11

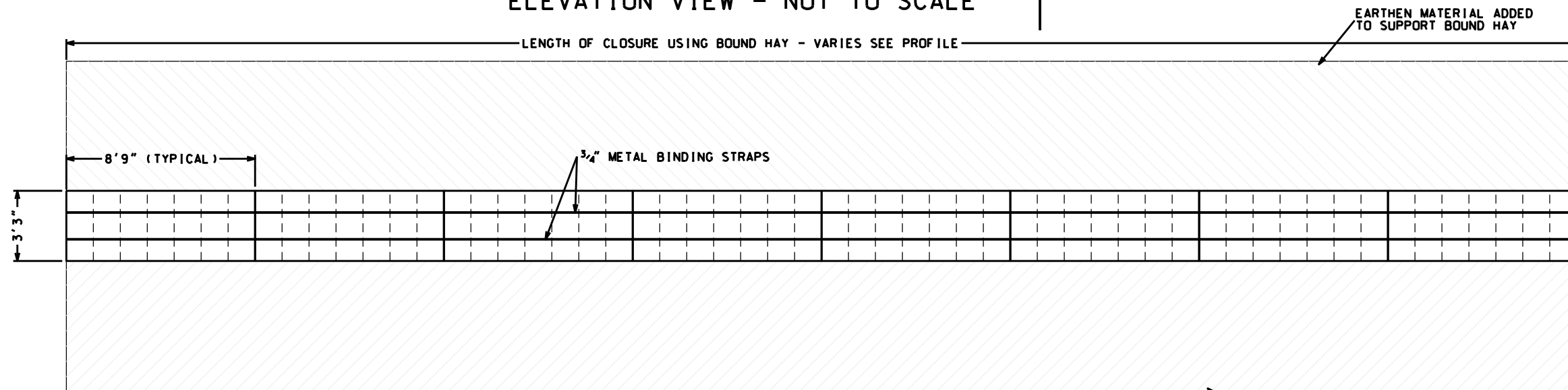
CENTERLINE PROFILE OF CONTAINMET DIKE
BA-41 SOUTH SHORE OF THE PEN
CONTAINMENT DIKE CLOSURES-MODIFICATION #6
JEFFERSON PARISH, LOUISIANA



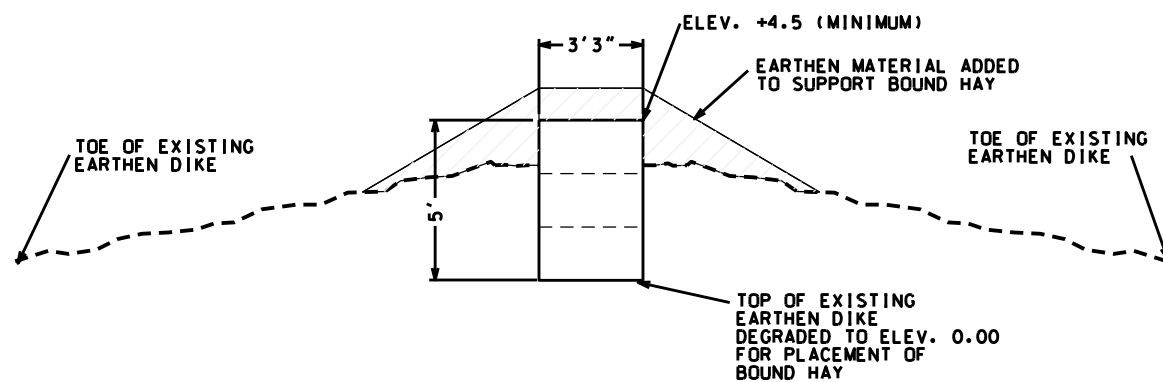
FILE NAME	L A-362
DRAWING NAME	L A362021CM6.dgn



BOUND HAY CLOSURE
ELEVATION VIEW - NOT TO SCALE



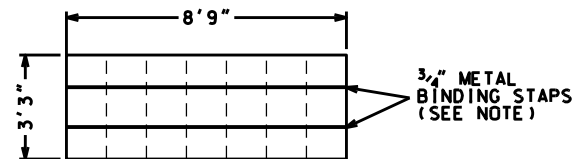
BOUND HAY CLOSURE
PLAN VIEW - NOT TO SCALE



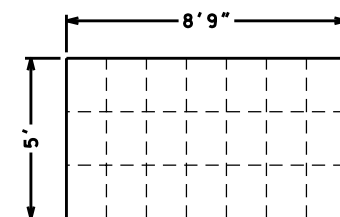
BOUND HAY CLOSURE
SECTION "A-A" - NOT TO SCALE

NOTE:

PIPELINE REPRESENTATIVE SHALL BE CONTACTED PRIOR TO DEGRADING OF EXISTING CONTAINMENT DIKE OVER AND NEAR RESPECTIVE PIPELINE. PIPELINE REPRESENTATIVE SHALL ALSO BE CONTACTED PRIOR PLACEMENT OF BOUND HAY OVER OR NEAR SAME PIPELINE.



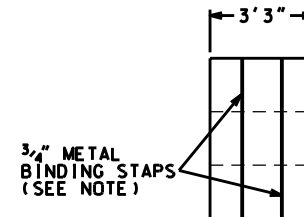
PLAN



ELEVATION

NOTE:

21 BALE BUNDLES ARE TO BE STACKED AS SHOWN AND TIGHTLY BOUND WITH AT MINIMUM TWO 3/4" METAL STAPS.



END

TYPICAL 21 BALE BUNDLE
NOT TO SCALE

NOTICE:
48 HOURS BEFORE DIGGING
CALL 1-800-272-3020
TO LOCATE UTILITY LINES

"AS BUILT"



REVISIONS			
NO.	DATE	APPROVED	TITLE
16	01/24/11	B.A.S.	SCE

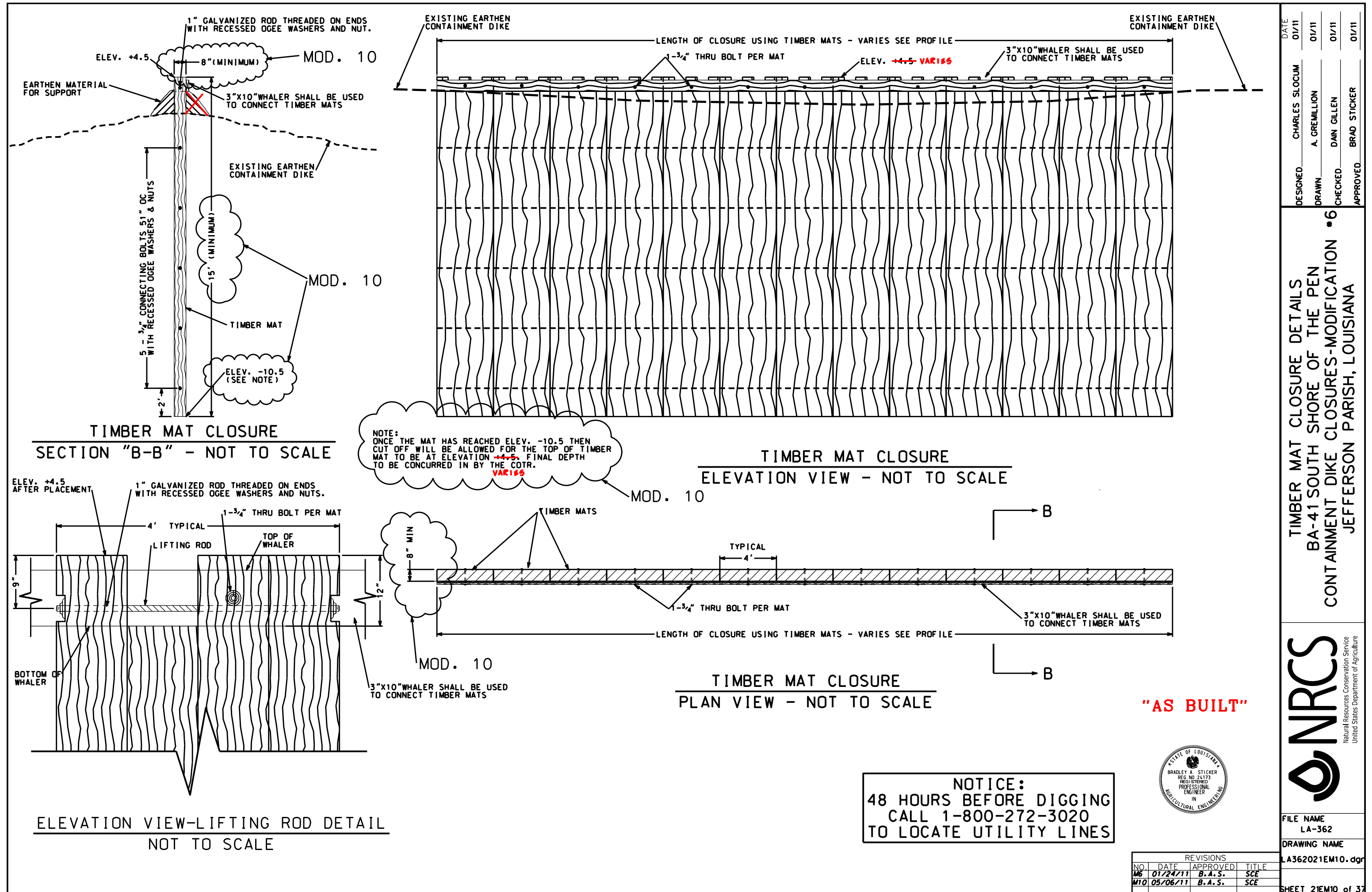
DESIGNED	CHARLES SLOCUM	DATE	01/11
DRAWN	A. GREMLION	DATE	01/11
CHECKED	DAN GILLEN	DATE	01/11
APPROVED	BRAD STICKER	DATE	01/11

BOUND HAY CLOSURE DETAILS
BA-41 SOUTH SHORE OF THE PEN
CONTAINMENT DIKE CLOSURES-MODIFICATION #6
JEFFERSON PARISH, LOUISIANA



FILE NAME
LA-362

DRAWING NAME
LA362021DM6.dgn



DESIGNED		DRAWN		CHECKED		APPROVED	
CHARLES SLOCUM	01/11	A. GREMLION	01/11	DAN GILLEN	01/11	BRAD STICKER	01/11

TIMBER MAT CLOSURE DETAILS
BA-41 SOUTH SHORE OF THE PEN
CONTAINMENT DIKE CLOSURES-MODIFICATION #6
JEFFERSON PARISH, LOUISIANA

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

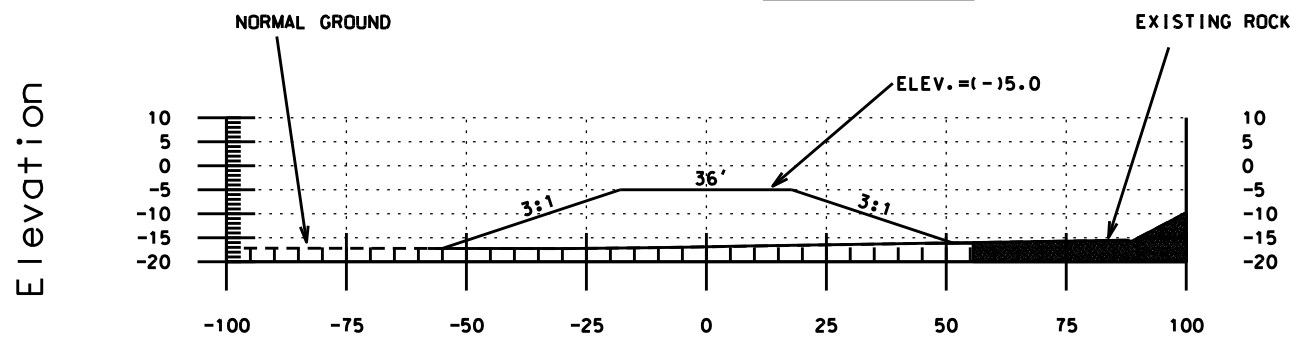
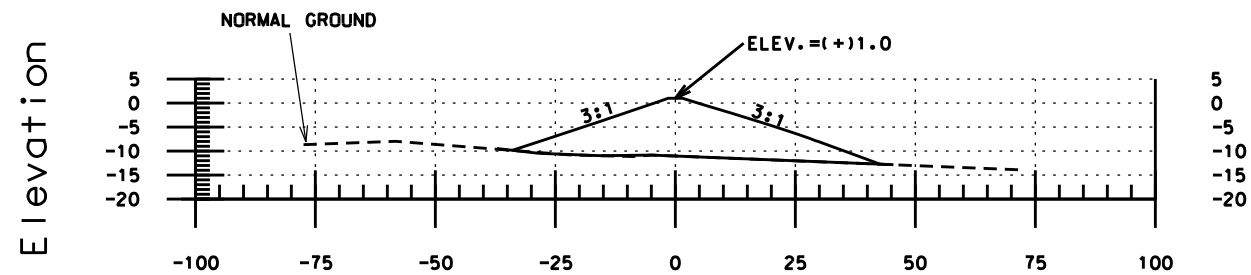
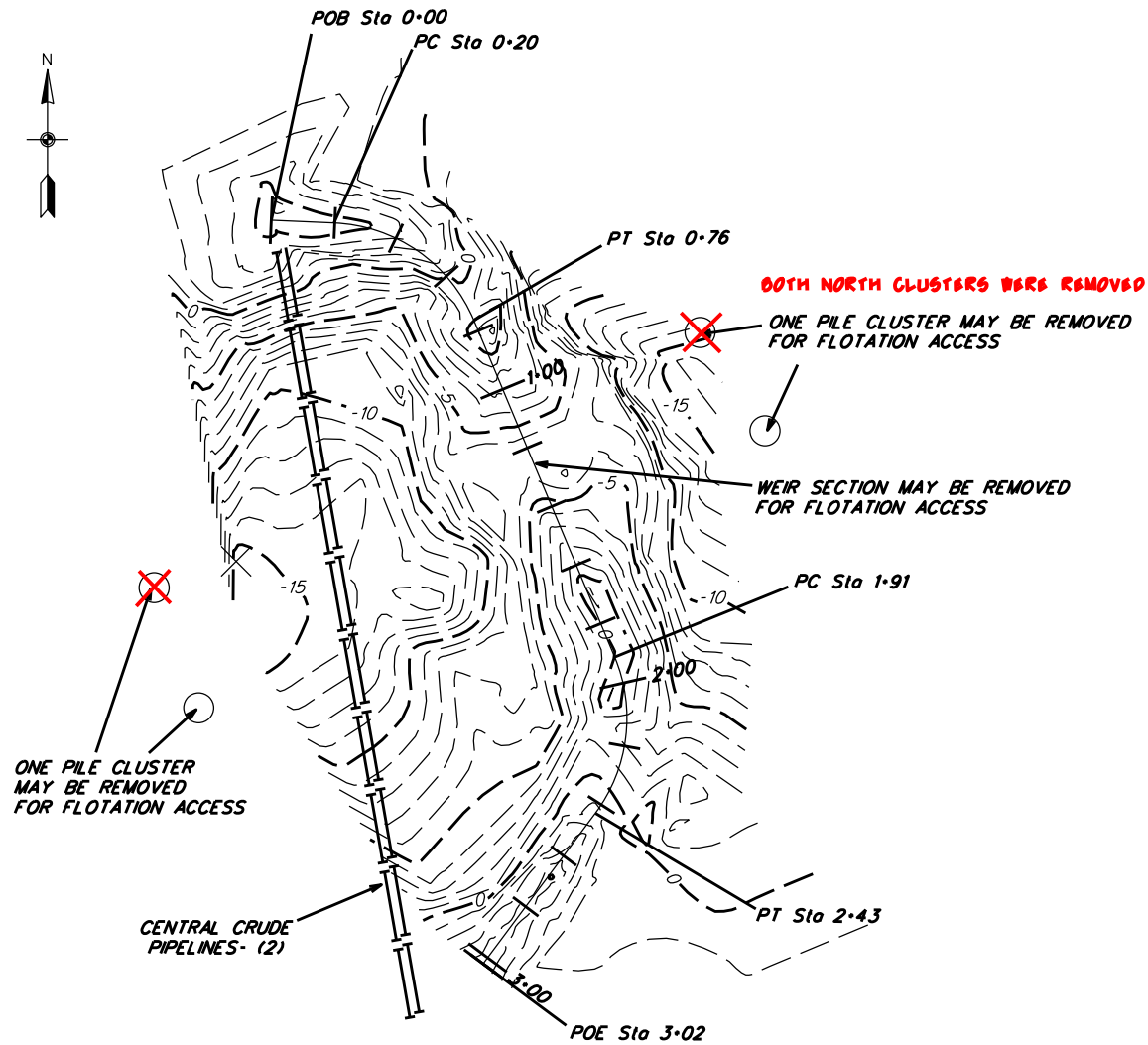
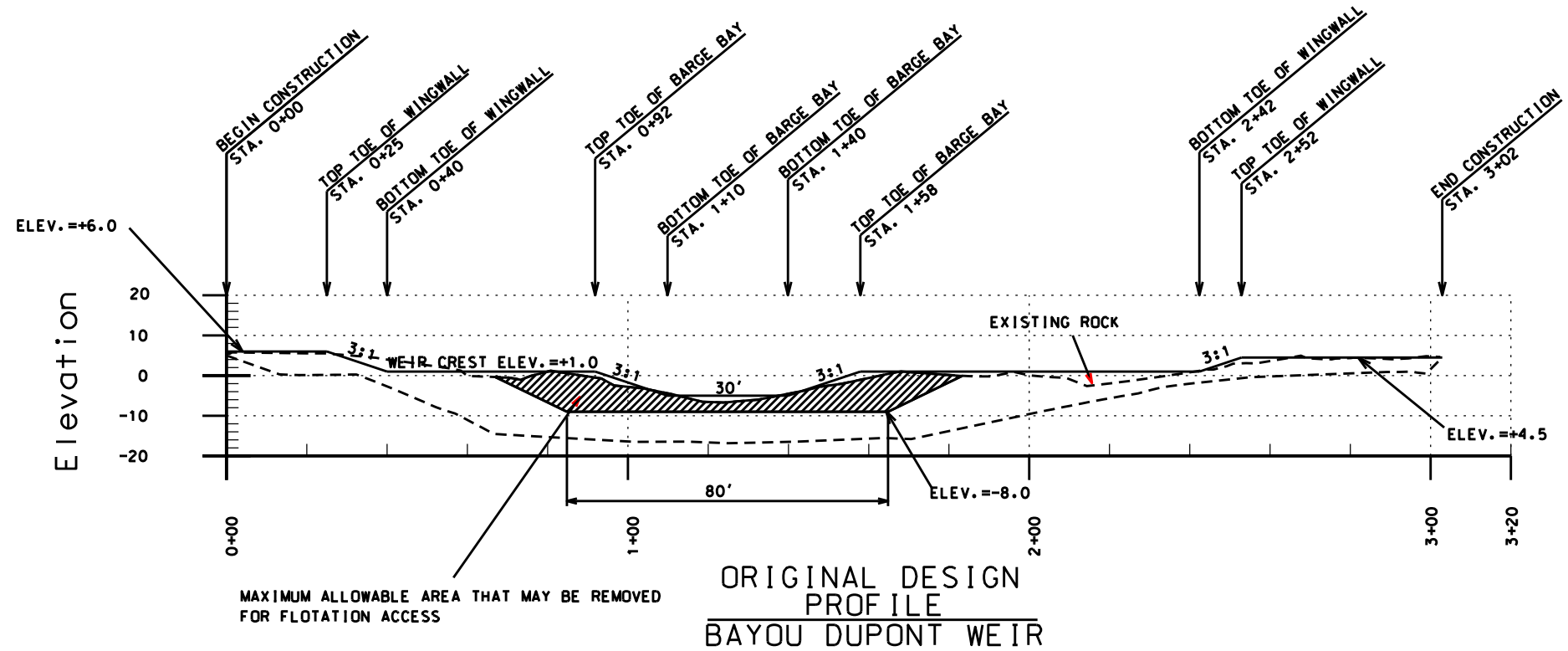
FILE NAME: LA-362
DRAWING NAME: LA362021EM10.dgn

REVISIONS			
NO.	DATE	APPROVED	TITLE
M6	01/24/11	B. A. S.	SCE
M10	05/06/11	B. A. S.	SCE

SHEET 21EM10 of 37

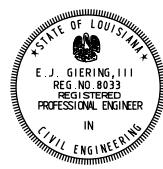
☉ LAYOUT
BAYOU DUPONT WEIR

Type	Station	Northing (Y)	Easting (X)
POB	0+00	417889.60	3673986.76
PC	0+20	417888.78	3674006.52
	LC= 56.6653	CD= 64°56'01"	
	RC= 50.0000	DC=114°35'30"	
PI	0+52	417887.46	3674038.31
PT	0+76	417858.11	3674050.58
	114.9441	S 22°41'24" E	
PC	1+91	417752.06	3674094.92
	LC= 51.8558	CD= 59°25'21"	
	RC= 50.0000	DC=114°35'30"	
PI	2+20	417725.74	3674105.93
PT	2+43	417702.87	3674088.86
	59.1574	S 36°43'57" W	
POE	3+02	417655.46	3674053.48



"AS BUILT"

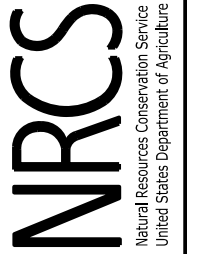
- NOTES:
1. ONLY MATERIAL NEEDED FOR FLOTATION ACCESS SHALL BE REMOVED FROM THE CENTER OF EXISTING BARGE BAY.
 2. THE WEIR SHALL BE RECONSTRUCTED AS SHOWN.
 3. FOR ALL BUOYS AND SIGNS THAT ARE REMOVED AND REPLACED, SEE SHEET 16 OF 25 FOR BUOY & SIGN LOCATIONS.
 4. SEE SHEETS 23 & 24 OF 37 FOR BUOY & SIGN DETAILS.



REVISIONS		
NO.	DATE	TITLE

DATE	03/06
DESIGNED	R. FAULKNER
DRAWN	D.J. WILMORE
CHECKED	
APPROVED	E.J. GIERING, III

BAYOU DUPONT STRUCTURE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



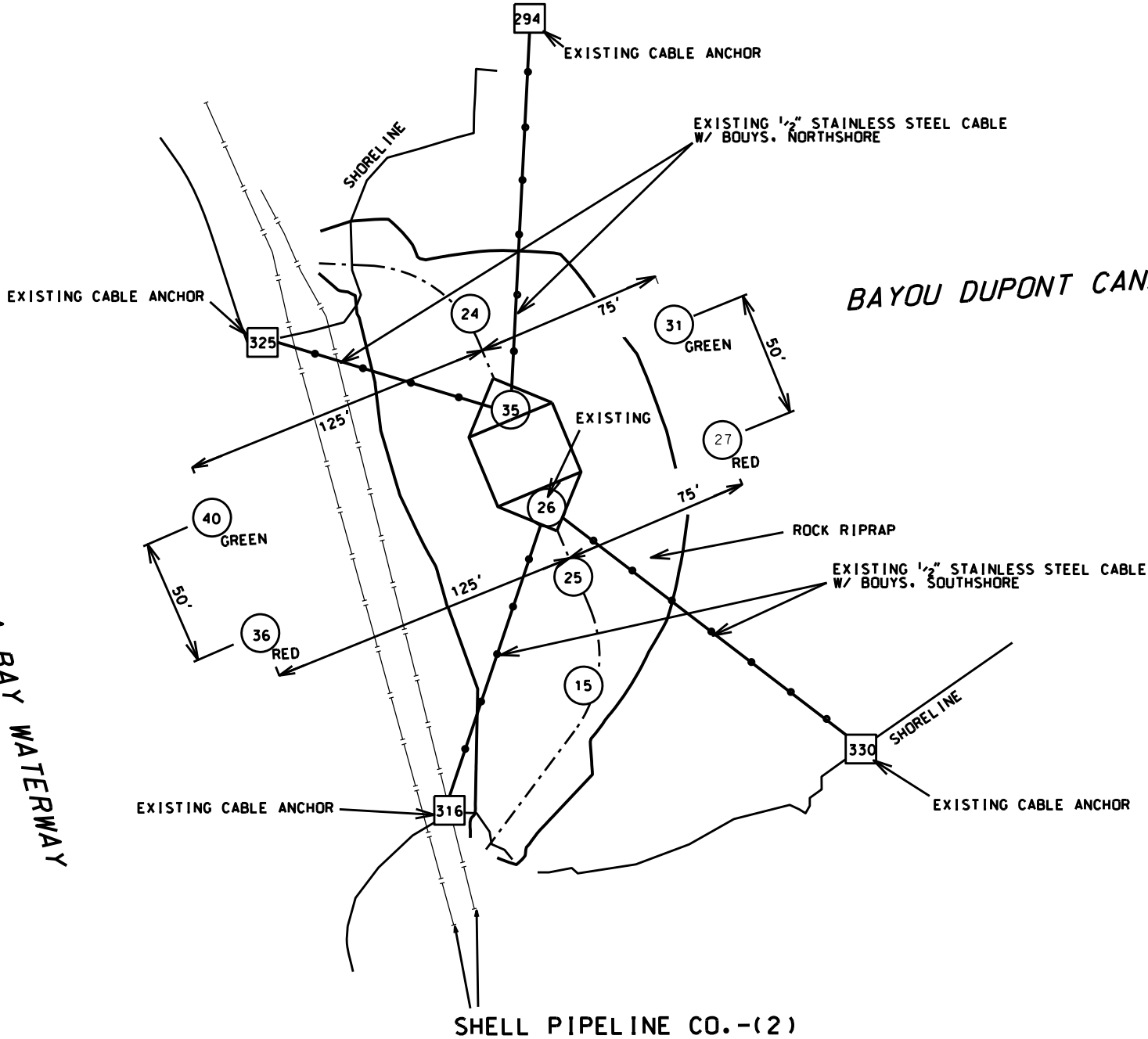
FILE NAME	LA362
DRAWING NAME	LA36222.DGN
SHEET 22 OF 37	

APPROXIMATE EXISTING
SIGN, BUOY & ANCHOR BLOCK
COORDINATES

SIGN#	NORTHING	EASTING	TYPE
15	417721.00	3674092.48	C
24	417869.52	3674047.25	C
25	417764.42	3674088.35	C
26	417792.04	3674077.74	A
27	417819.06	3674147.89	B
31	417865.19	3674128.60	B
35	417831.16	3674063.30	A
36	417741.92	3673963.36	B
40	417788.05	3673944.08	B
ANCH. BLOCK	NORTHING	EASTING	
294	417987.48	3674070.89	
316	417671.12	3674038.87	
325	417858.02	3673964.21	
330	417695.60	3674203.23	

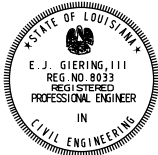
SIGN & BUOY DETAIL LEGEND	
TYPE	DESCRIPTION
A	NAVIGATIONAL BUOYS ATTACHED TO TWO ANCHORS & TWO BUOY CABLE
B	12"x50' 4-TIMBER PILE CLUSTER WITH NAVIGATION AID SIGNS AND NAVIGATION OBSTRUCTION LIGHT
C	12"x50' TIMBER PILE WITH WARNING SIGN "DANGER OBSTRUCTION DO NOT PROCEED". BOTH SIDES

BARATARIA BAY WATERWAY



BUOY & WARNING SIGN LOCATIONS
BAYOU DUPONT WEIR

"AS BUILT"



NOTE:
SEE SHEETS 24 & 25 OF 37 FOR BUOY AND WARNING SIGN DETAILS.

REVISIONS			
NO.	DATE	APPROVED	TITLE

DESIGNED
R. FAULKNER
DATE
03/06

DRAWN
D.J. WILMORE
03/06

CHECKED
E.J. GIERING, III

APPROVED
06/09

WARNING SIGN LOCATIONS
BAYOU DUPONT WEIR
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

NRCS

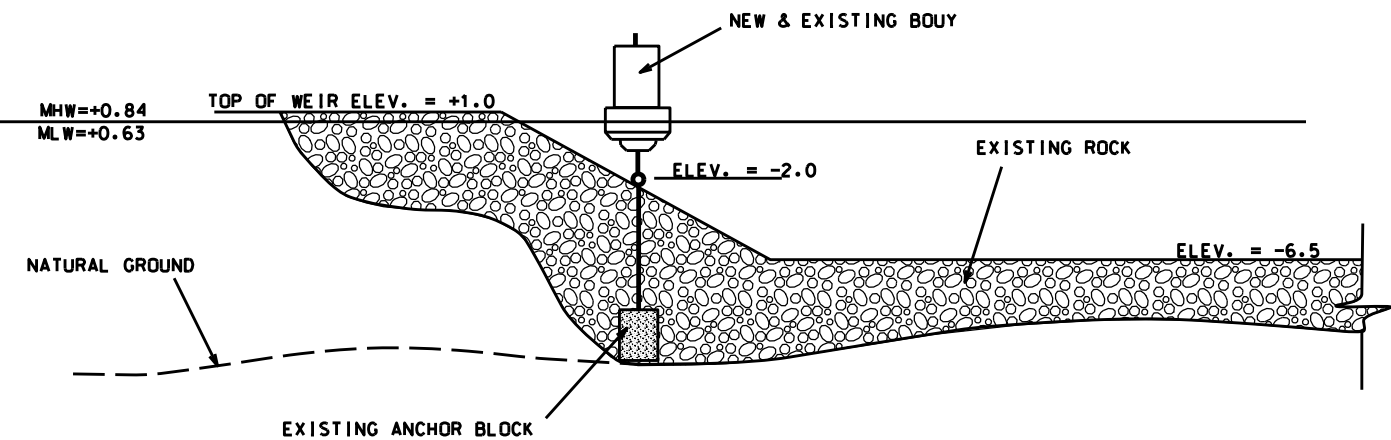
Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

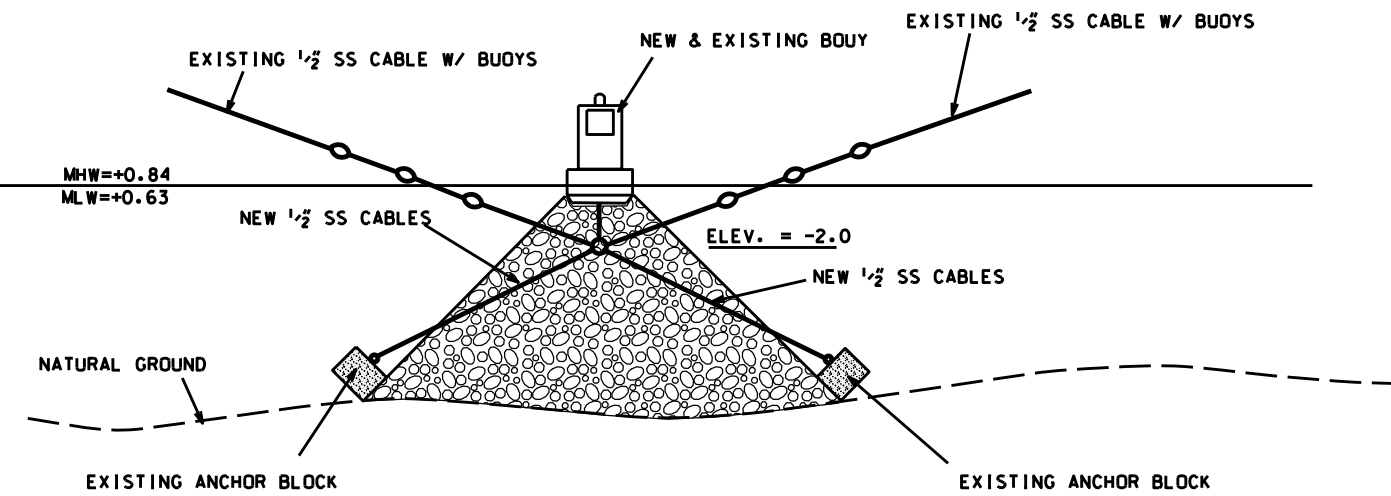
DRAWING NAME
LA36223.DGN

SHEET 23 OF 37

- NOTES:
- 1. SIGNS SHALL BE CONSTRUCTED USING 3/16" PLATE 6061 ALUMINUM.
 - 2. THE 2" BORDER SHALL BE A RETRO-REFLECTIVE MATERIAL OF ORANGE COLOR
 - 3. THE LETTERING SHALL BE A RETRO-REFLECTIVE MATERIAL OF WHITE COLOR
 - 4. THE LETTERING FOR THE SIGNS SHALL BE BLACK.

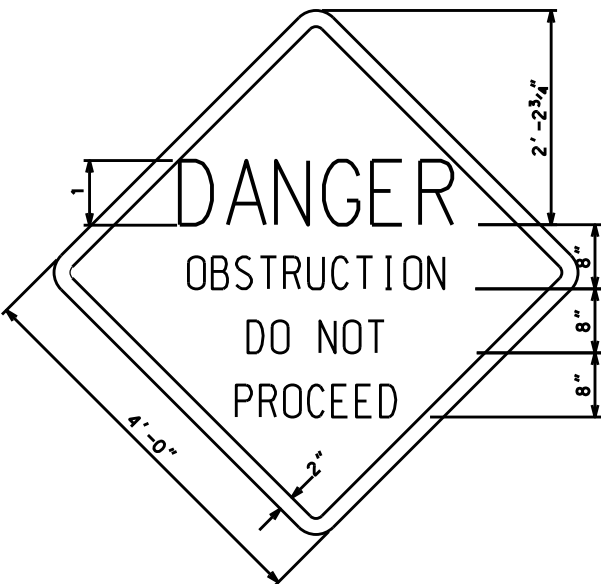


ELEVATION - BUOY DETAILS
TYPE A

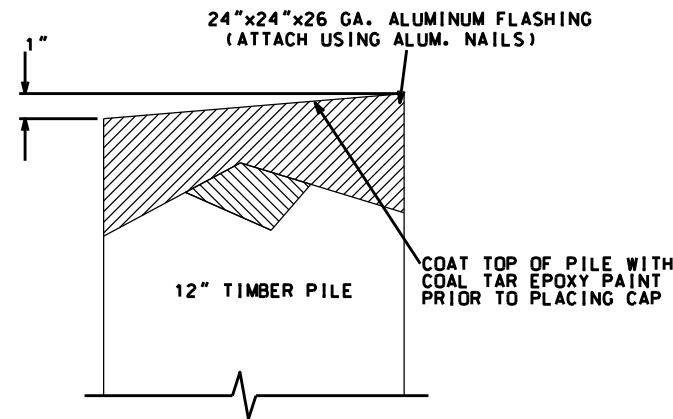


SECTION - BUOY DETAILS
TYPE A

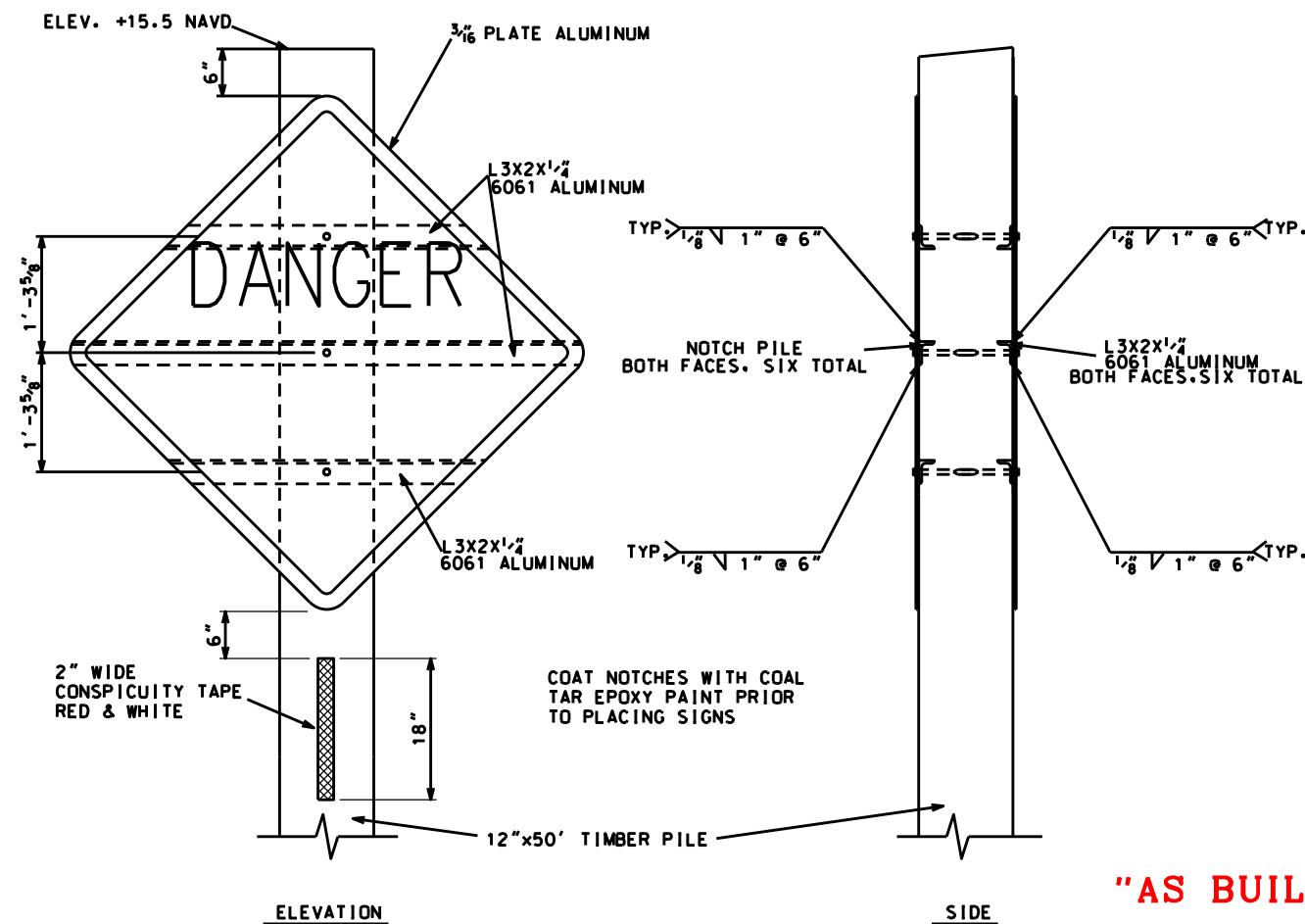
NOTE:
THE BAYOU DUPONT WEIR HAS NOT RESTORED TO ORIGINAL CONDITION
DUE TO FUTURE ACCESS REQUIREMENTS BY OTHER GOVERNMENT AGENCIES



WARNING SIGN DETAILS
TYPE C



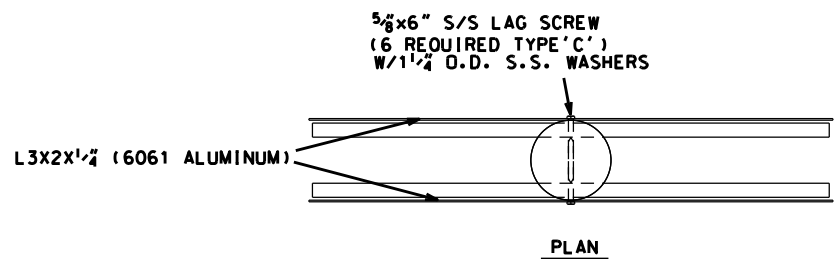
TYPICAL TIMBER PILE CAP
(NOT TO SCALE)



ELEVATION

SIDE

"AS BUILT"



PLAN

SIGN TYPE C - DETAILS



REVISIONS		
DATE	APPROVED	TITLE

Date

05/07

Designed

R. FAULKNER

Drawn

D. WILMORE

Checked

E.J. GIERING III

Approved

06/09

TYPE A BUOY & TYPE C WARNING SIGN DETAILS

BAYOU DUPONT WEIR

BA-41 - SOUTH SHORE OF THE PEN

SHORELINE PROTECTION & MARSH CREATION

JEFFERSON PARISH, LOUISIANA

NRCS

Natural Resources Conservation Service

United States Department of Agriculture

File Name

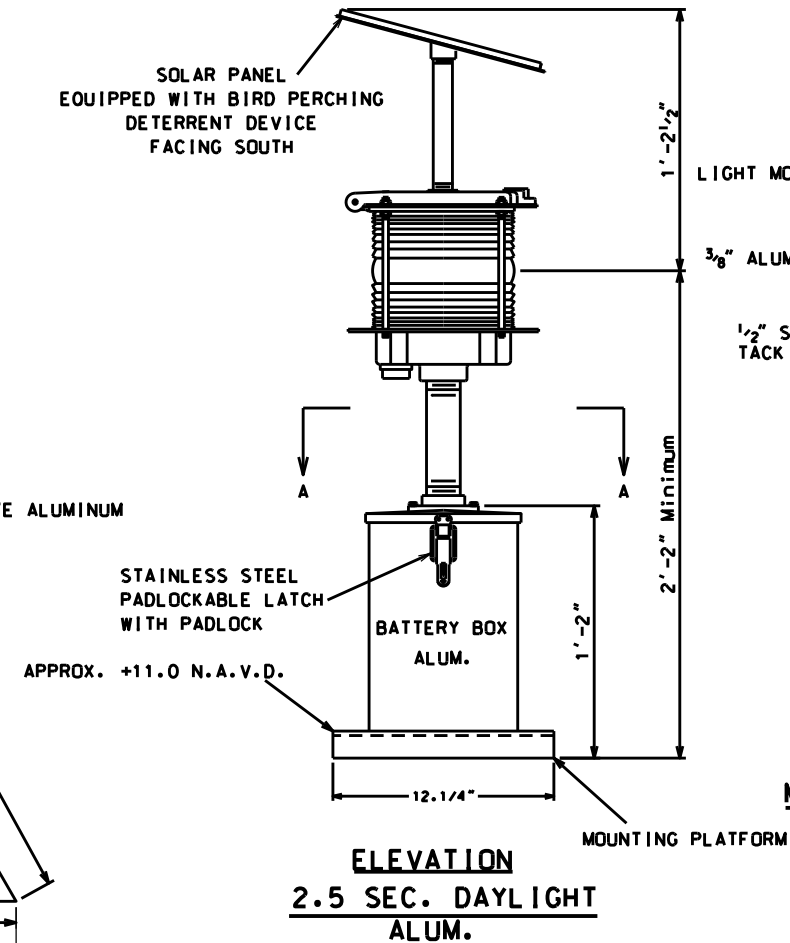
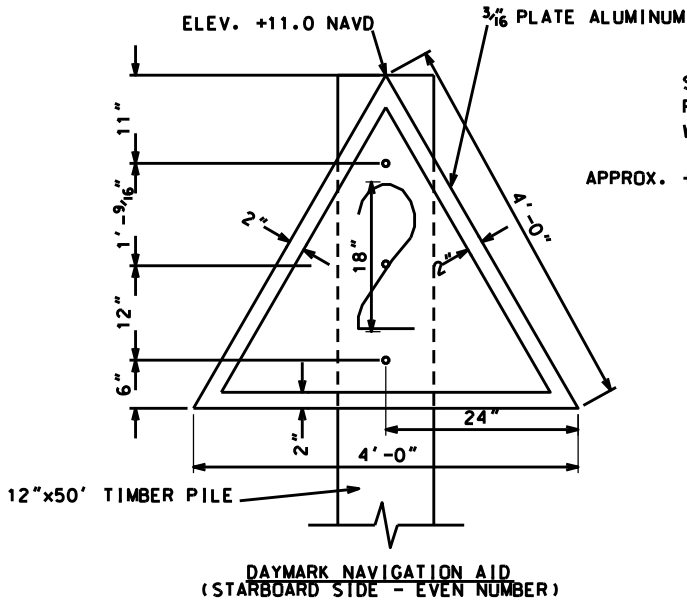
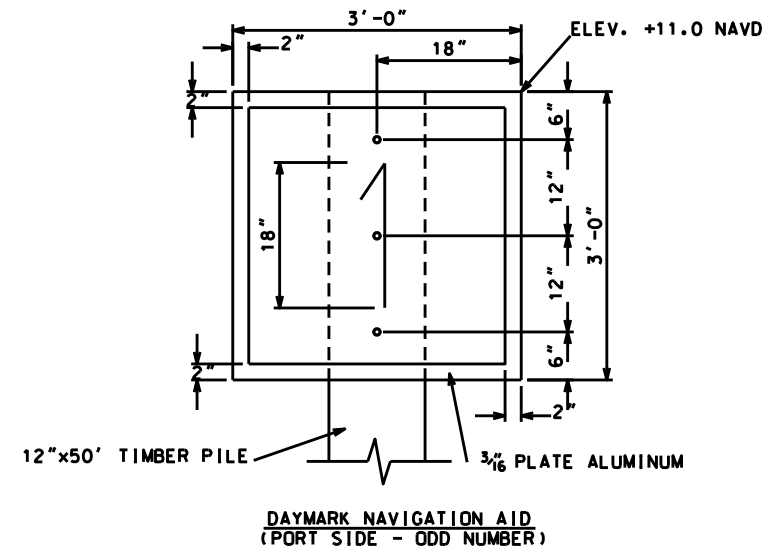
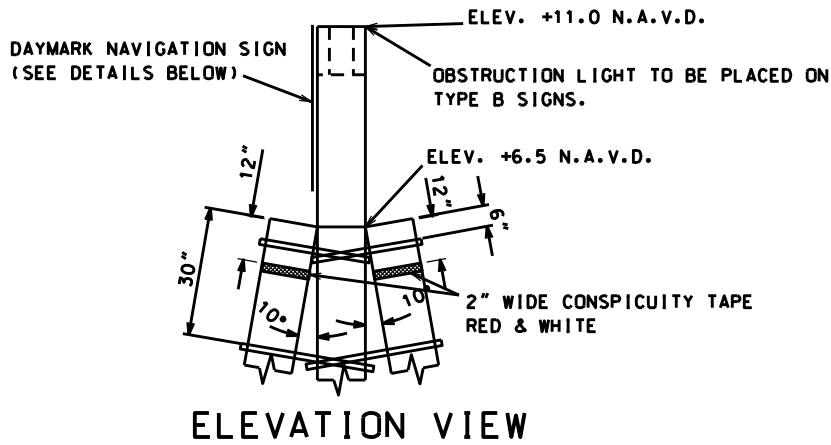
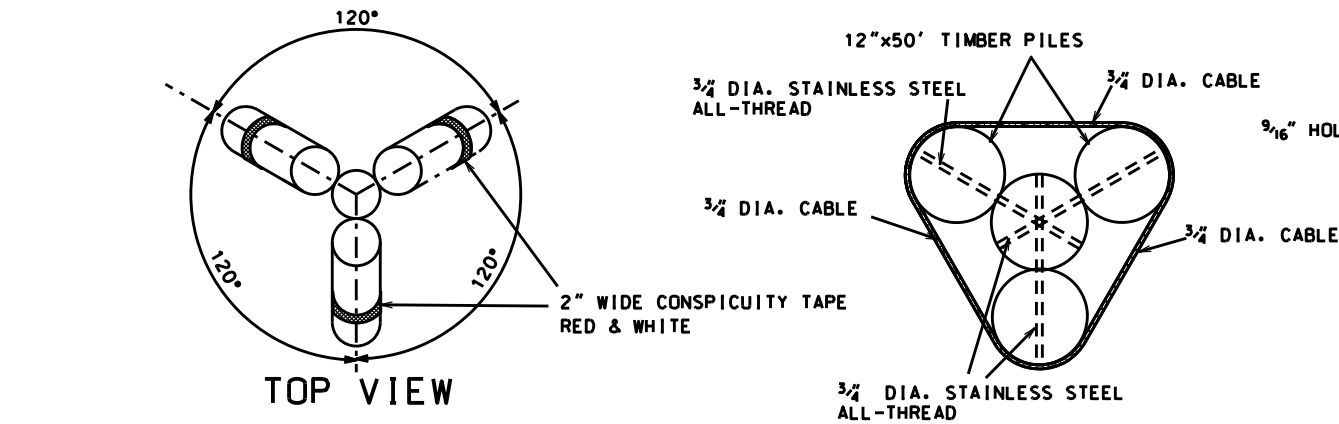
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Drawing Name

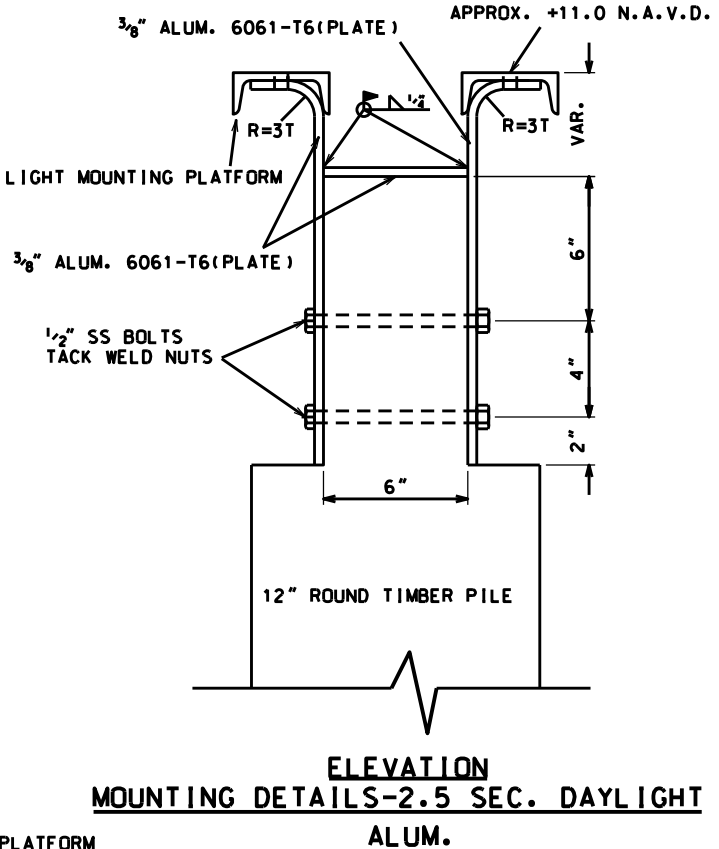
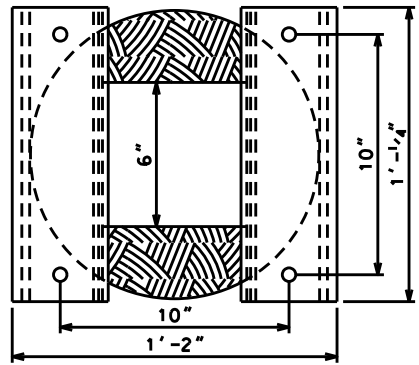
LA36224.DGN

Sheet 24 of 37

- NOTES:
1. ALL 3/4 DIA. ALL THREAD TIE RODS SHALL BE SECURED BY NOTCHED IN PLACE OGEE WASHERS AND TACK WELDED NUTS.
 2. 8 WRAPS OF 3/4 DIA. CABLE MEETING FED. SPEC. RR-W-410 D AND 6X19 CLASS STAINLESS STEEL WIRE ROPE BETWEEN THE TWO ROWS OF 3/4 DIA. ALL-THREAD ASTM A-193 GR.B7 STAINLESS STEEL TIE RODS.
 3. THE 3/4 DIA. CABLE SHALL BE SECURED USING 3 STAINLESS STEEL CLAMPS.
 4. THE TOP ROW OF 3/4 DIA. ALL-THREAD TIE RODS SHALL BE A MINIMUM OF 6" BELOW TOP OF BATTER PILE AND 3" VERTICAL CLEARANCE FROM ADJACENT TIE ROD.
 5. THE BOTTOM ROW OF 3/4 DIA. ALL-THREAD TIE-RODS SHALL BE A MINIMUM OF 12" BELOW THE 3/4 DIA. ALL-THREAD ROD ABOVE IT.
 6. ALL TIMBER PILES FOR FOUR PILE NAVIGATION AID DOLPHIN SHALL BE 12" x 50', TREATED WITH 12 LB./FT3 OF COAL TAR CREOSOTE.

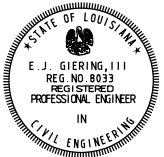


1. NOTCH ROUND TIMBER PILE FOR FLUSH ALUMINUM MOUNTING BRACKET ATTACHMENT.
2. HOLES IN ALUMINUM SHALL BE 1/16" OVERSIZE AND HOLES IN ROUND TIMBER PILE SHALL BE 1/8" OVERSIZE FOR THEIR CORRESPONDING BOLTS.



"AS BUILT"

NOTE: THE BAYOU DUPONT WEIR WAS NOT RESTORED TO ORIGINAL CONDITION DUE TO FUTURE ACCESS REQUIREMENTS BY OTHER GOVERNMENT AGENCIES



- NOTES:
- SIGN DETAIL - TYPE B
1. SEE DETAILS ON SHEET 23 OF 37 FOR SIGN PLACEMENT LOCATIONS.
 2. THE BORDER ON THE STARBOARD DAYMARK WILL BE A RETRO-REFLECTIVE MATERIAL OF DARK RED COLOR. THE AREA INSIDE THE BORDERS WILL BE A MATERIAL OF LIGHT RED COLOR. THE NUMBERS WILL BE DARK RED IN ACCORDANCE W/ PLATE1 OF U.S. COAST GUARD'S U.S. AIDS TO NAVIGATION SYSTEM.
 3. THE BORDER ON THE PORT SIDE DAYMARK WILL BE A RETRO-REFLECTIVE MATERIAL OF DARK GREEN COLOR. THE AREA INSIDE THE BORDER WILL BE A MATERIAL OF LIGHT GREEN COLOR. THE NUMBERS WILL BE DARK GREEN IN ACCORDANCE W/ PLATE1 OF U.S. COAST GUARD'S U.S. AIDS TO NAVIGATION SYSTEM.
 4. ALL DAYMARK NAVIGATION AIDS SHALL ABIDE BY U.S.C.G. REGULATIONS.
 5. SIGNS SHALL BE SECURED TO TIMBER PILE WITH 3-5/8 x 8" STAINLESS STEEL LAG SCREWS WITH 1 1/4 O.D. S.S. WASHER.

REVISIONS		
DATE	APPROVED	TITLE

Date05/0705/0706/09

DesignedR. FAULKNER

DrawnD. WILMORE

Checked

ApprovedE.J. GIERING III

TYPE B WARNING SIGN DETAILS

BA-41 - SOUTH SHORE OF THE PEN

SHORELINE PROTECTION & MARSH CREATION

JEFFERSON PARISH, LOUISIANA

NRCS

Natural Resources Conservation Service

United States Department of Agriculture

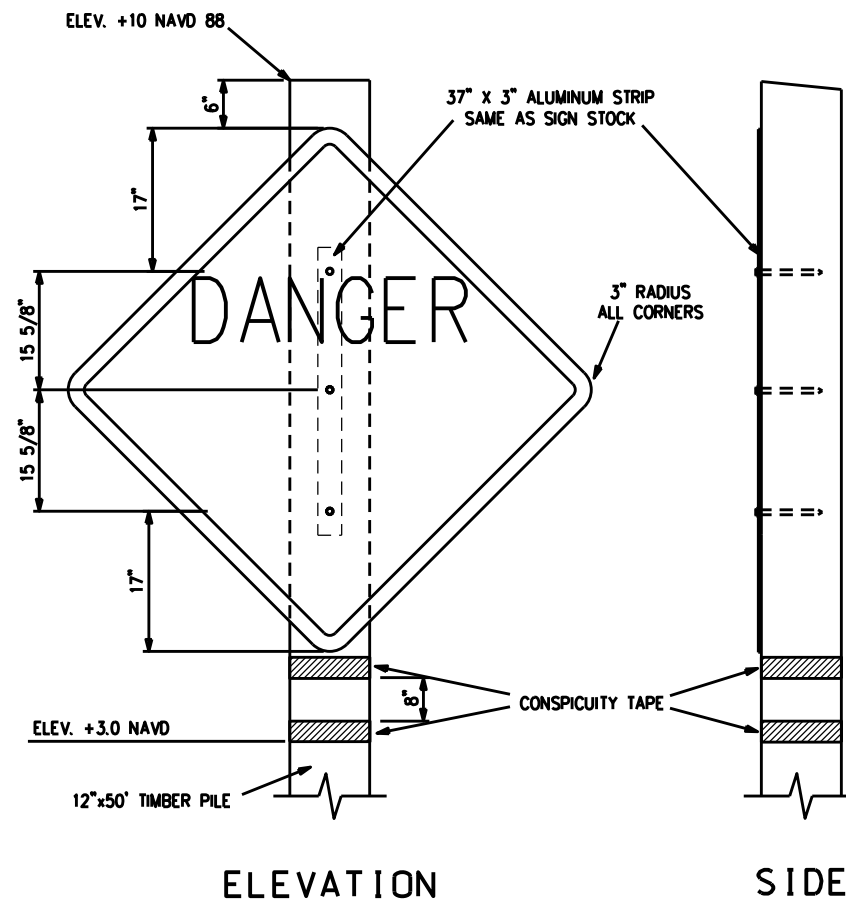
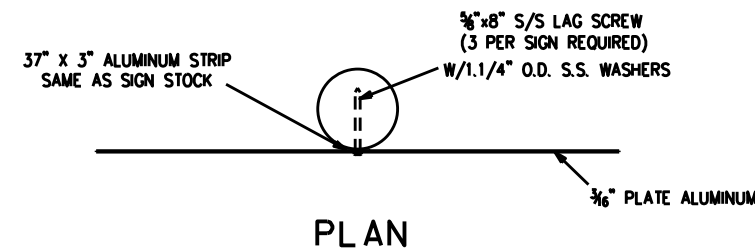
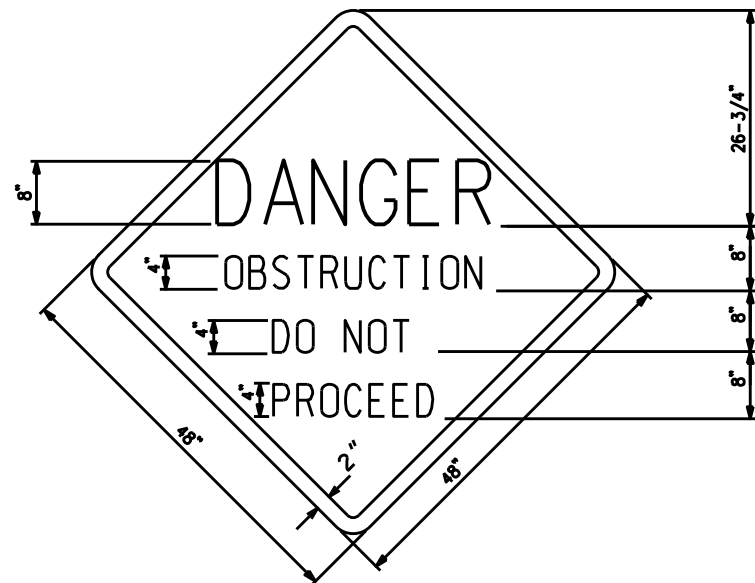
File Name

LA362

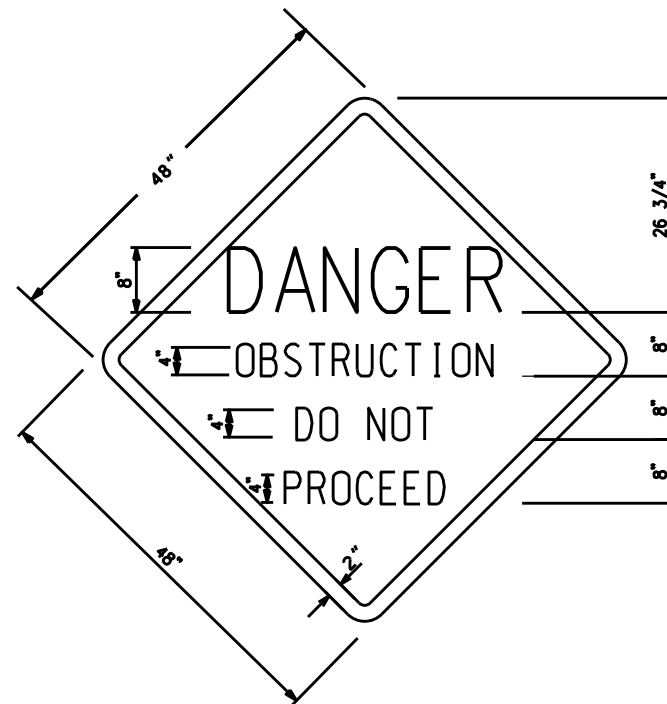
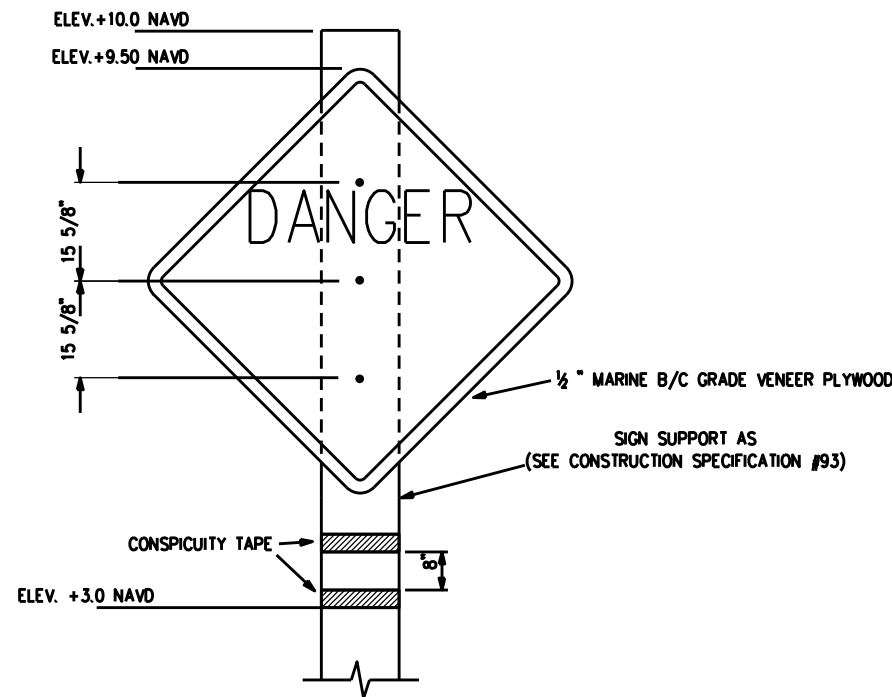
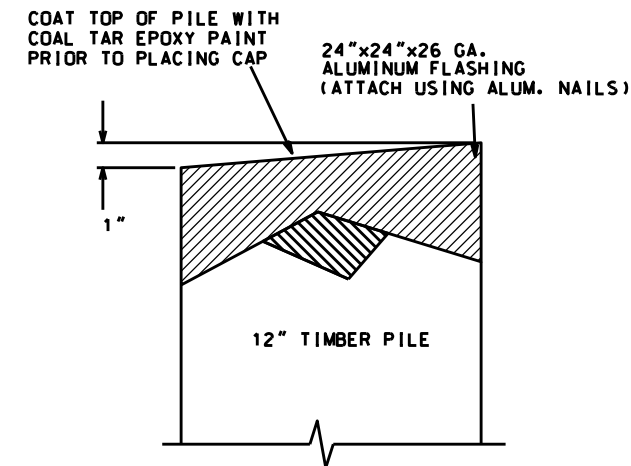
Drawing Name

LA36225.DGN

Sheet 25 of 37



NOTE:
1. ALL SIGNS WITH EXCEPTION OF THE THREE SIGNS LOCATED AT THE FISH DIP SHALL BE TEMPORARY SIGNS WITH THE WORDING "DANGER-OBSTRUCTION-DO NOT PROCEED."
2. THE 2" BORDER ON THE WARNING SIGN SHALL BE A REFLECTIVE MATERIAL OF ORANGE COLOR. THE LETTERING FIELD SHALL BE A RETRO-REFLECTIVE MATERIAL OF WHITE COLOR. THE LETTERING FOR THE WARNING SIGNS SHALL BE BLACK. WARNING SIGNS SHALL BE PLACED ON TWO SIDES WITH THE SIGN FACING PERPENDICULAR TO THE SHORELINE AS CONCURRED IN BY THE COTR.
3. TEMPORARY WARNING SIGNS SHALL BE PLACED A MAXIMUM DISTANCE 500' APART.



TYPICAL TIMBER PILE CAP
(NOT TO SCALE)

PERMANENT WARNING SIGN DETAILS

TEMPORARY WARNING SIGN DETAILS

"AS BUILT"



REVISIONS		
DATE	APPROVED	TITLE

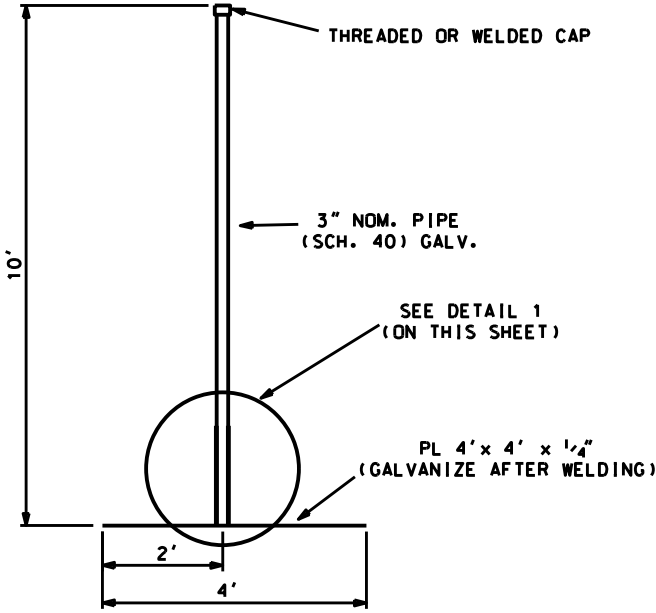
WARNING SIGN DETAILS - ROCK DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



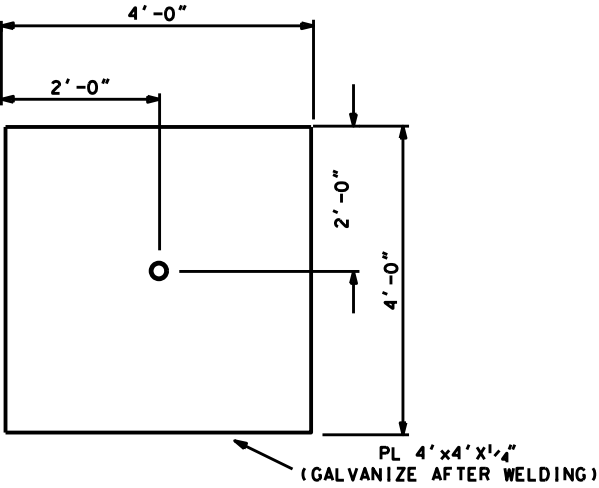
File Name	LA362
Drawing Name	LA36226.DGN
Sheet	26 of 37

Date	05/07
Designed	R. FAULKNER
Drawn	D. WILMORE
Checked	E.J. GIERING III
Approved	05/09

NOTE:
COLD GALVINIZE CAP BEFORE INSTALLATION.



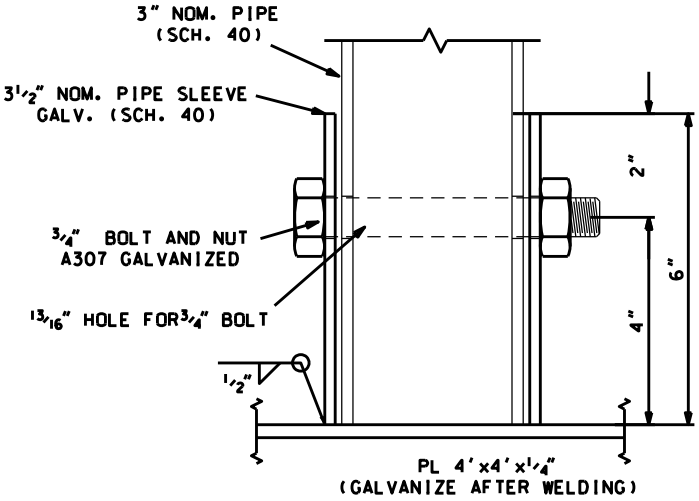
ELEVATION VIEW



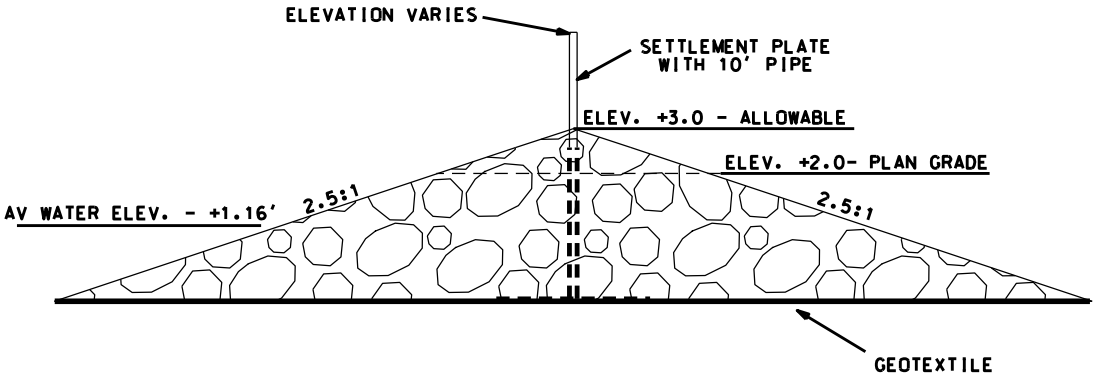
PLAN VIEW

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

SETTLEMENT PLATE DETAILS
(NOT TO SCALE)



DETAIL 1 - 6" PIPE SLEEVE
(NOT TO SCALE)



TYPICAL ELEVATION

"AS BUILT"




















REVISIONS			
NO.	DATE	APPROVED	TITLE

DATE	05/07
DESIGNED	R. FAULKNER
DRAWN	D. WILMORE
CHECKED	
APPROVED	E.J. GIERING III

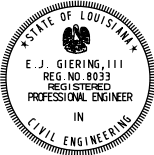
SETTLEMENT PLATE DETAILS
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME	LA362
DRAWING NAME	LA36227.DGN
SHEET 27 of 37	

UNIFIED SOIL CLASSIFICATION SYSTEM					
MAJOR DIVISIONS			SYMBOL & LETTER		DESCRIPTION
COARSE-GRAINED SOILS More than half of material larger than No. 200 sieve size	GRAVELS More than half of coarse fraction larger than No.4 sieve size	Clean Gravels (Little or no fines)		GW	WELL GRADED GRAVEL, GRAVEL-SAND MIXTURE
				GP	POORLY GRADED GRAVEL, GRAVEL-SAND MIXTURE
		Gravels with fines (Appreciable amount of fines)		GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURE
				GC	CLAYEY GRAVEL, GRAVEL-SAND-CLAY MIXTURE
	SANDS More than half of coarse fraction smaller than No.4 sieve size	Clean Sands (Little or no fines)		SW	WELL GRADED SAND, GRAVELLY SAND
				SP	POORLY GRADED SAND, GRAVELLY SAND
		Sands with fines (Appreciable amount of fines)		SM	SILTY SAND, SAND-SILT MIXTURE
				SC	CLAYEY SAND, SAND-CLAY MIXTURE
FINE-GRAINED SOILS More than half of material smaller than No. 200 sieve size	SILTS AND CLAYS	Liquid limit less than 50		ML	SILT WITH LITTLE OR NO PLASTICITY
				ML	CLAYEY SILT, SILT WITH SLIGHT TO MEDIUM PLASTICITY
				ML	SANDY SILT
				CL	SILTY CLAY, LOW TO MEDIUM PLASTICITY
				CL	SANDY CLAY, LOW TO MEDIUM PLASTICITY (30% TO 50% SAND)
	SILTS AND CLAYS	Liquid limit greater than 50		MH	SILT, HIGH PLASTICITY
				CH	CLAY, HIGH PLASTICITY
				OH	ORGANIC CLAY OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOIL

"AS BUILT"



REVISIONS			
NO.	DATE	APPROVED	TITLE

DATE
03/06

DESIGNED
R. FAULKNER

03/06


DRAWN
D.J. WILMORE

CHECKED

APPROVED
E.J. GIERING III

06/09

SOIL LOG LEGEND
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



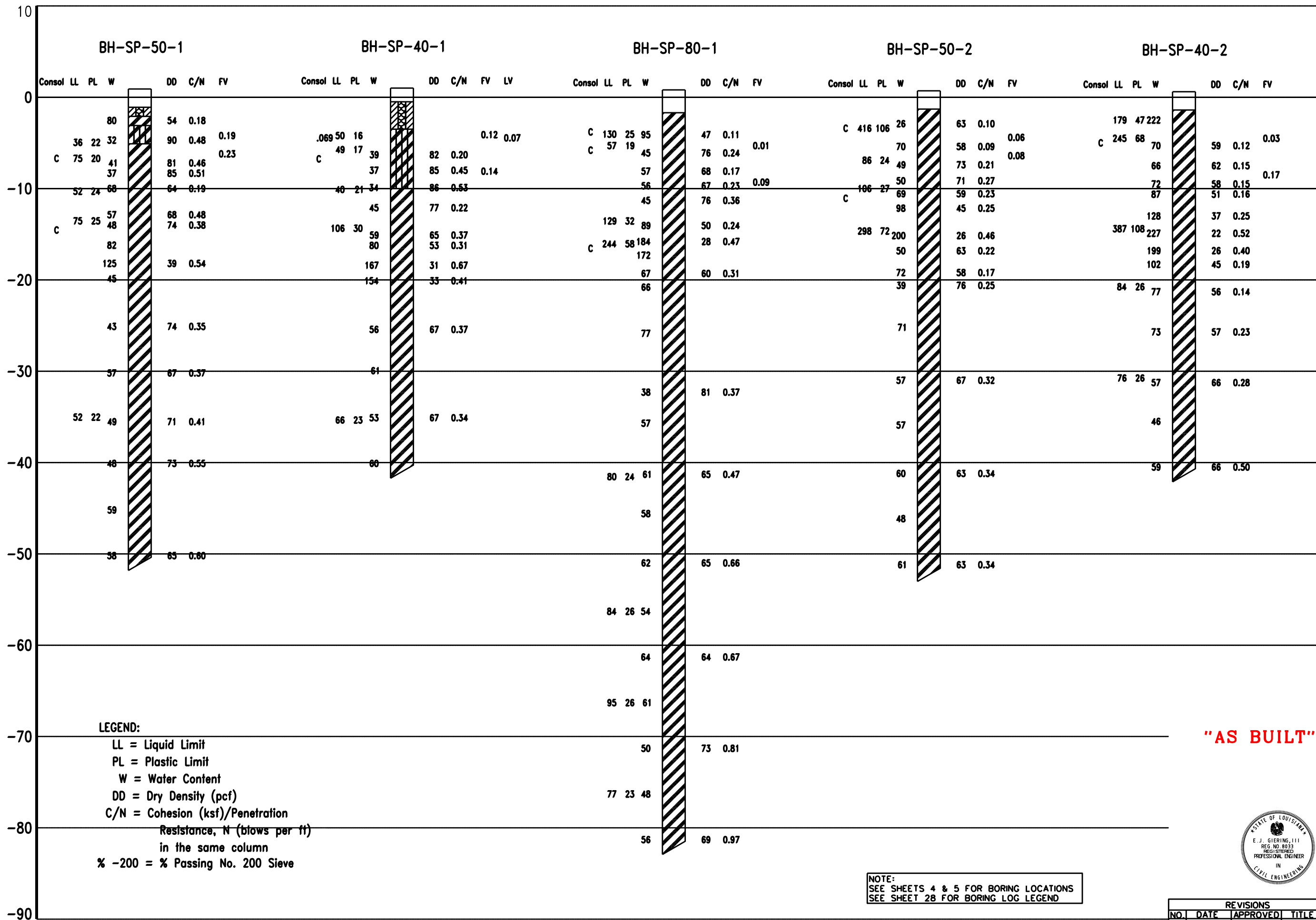
Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

DRAWING NAME
LA36228.DGN

SHEET 28 OF 37

ELEVATION IN FEET



DATE	03/06
DESIGNED	R. FAULKNER
DRAWN	D.J. WILMORE
CHECKED	
APPROVED	E.J. GIERING III

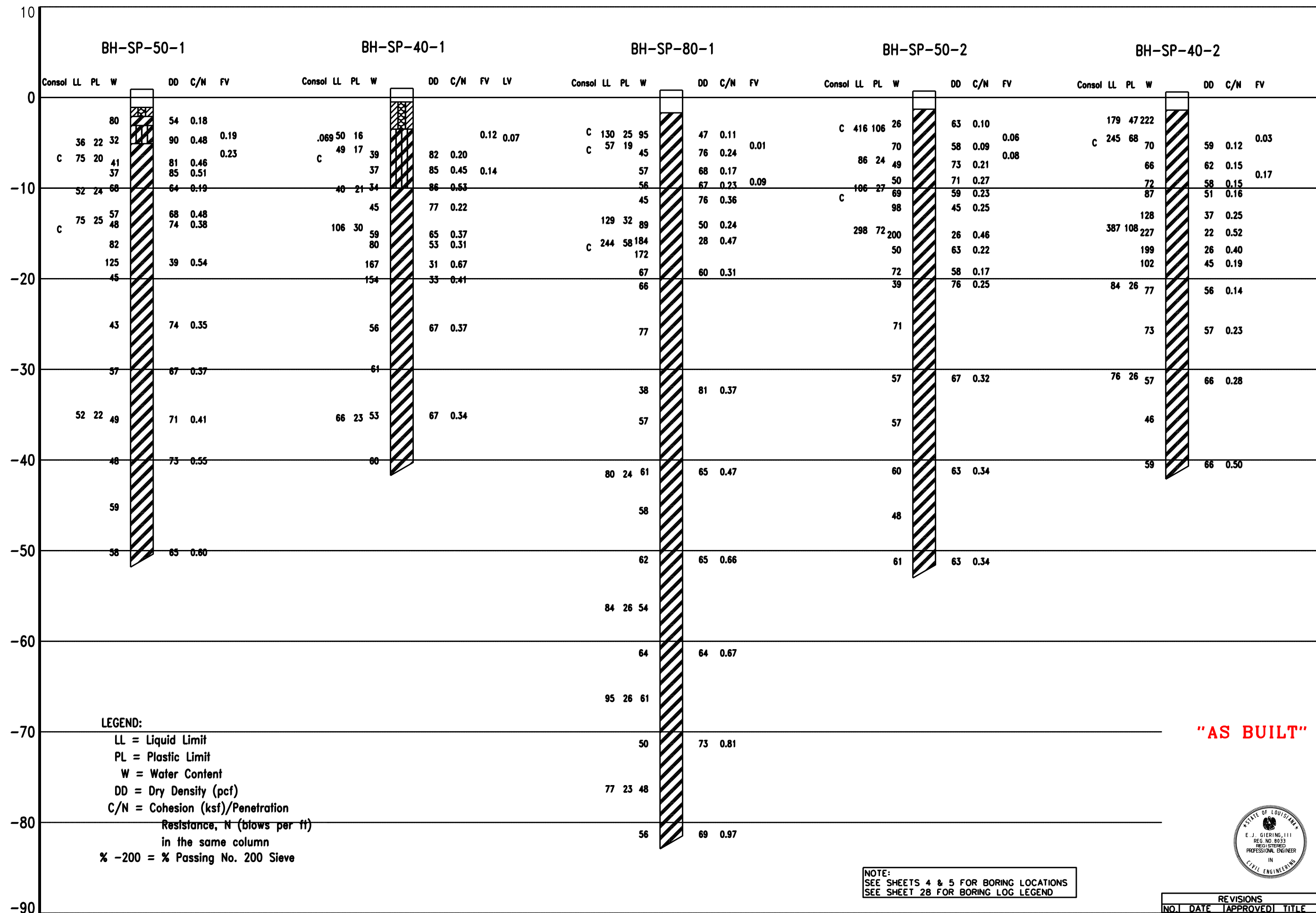
SOIL LOG #1 - ROCK DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

NRCS
Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME	LA362
DRAWING NAME	LA36229.DGN


SHEET 29 OF 37

ELEVATION IN FEET

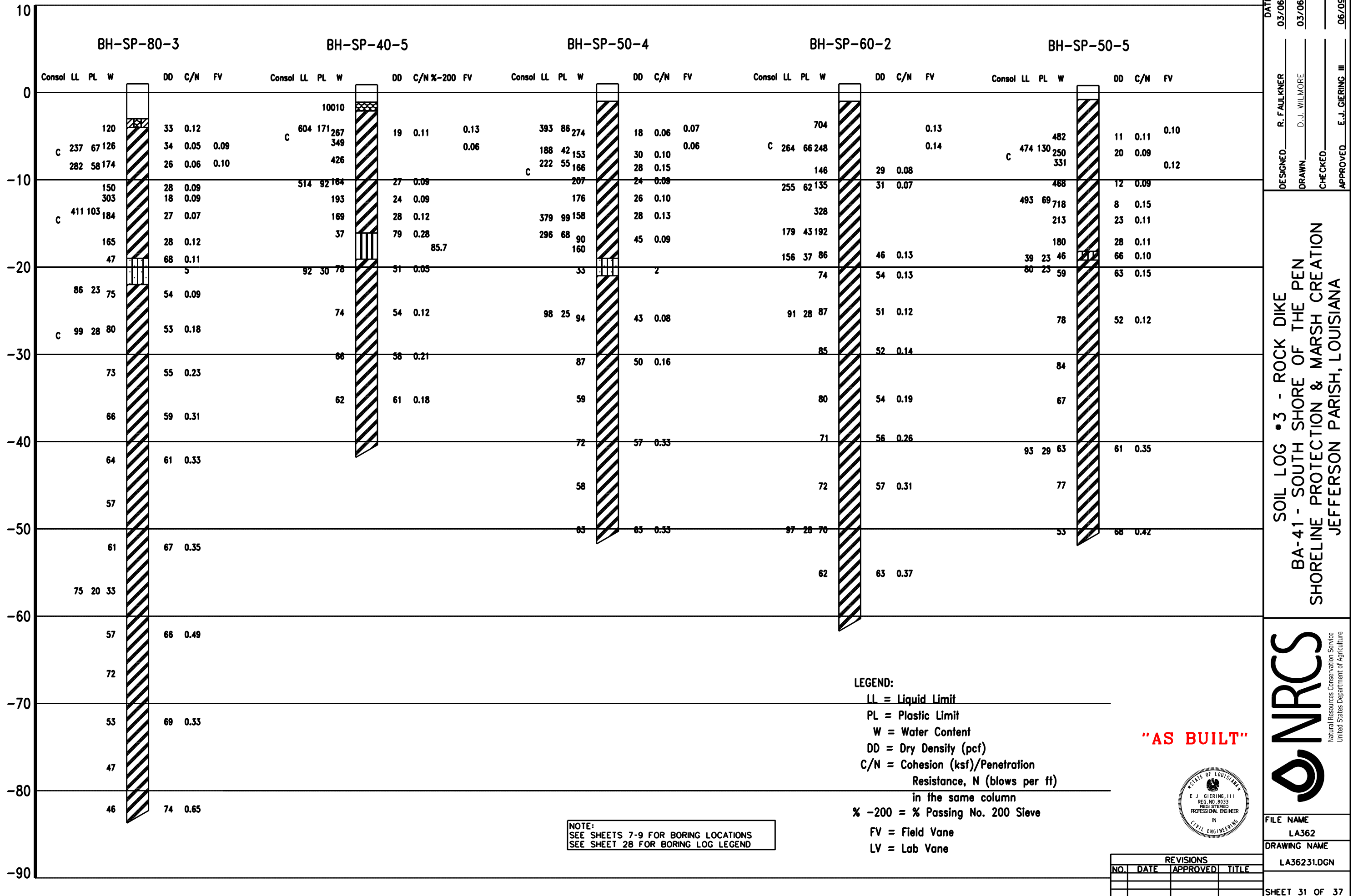


DATE	03/06
DESIGNED	R. FAULKNER
DRAWN	D.J. WILMORE
CHECKED	
APPROVED	E.J. GIERING III
DATE	06/09

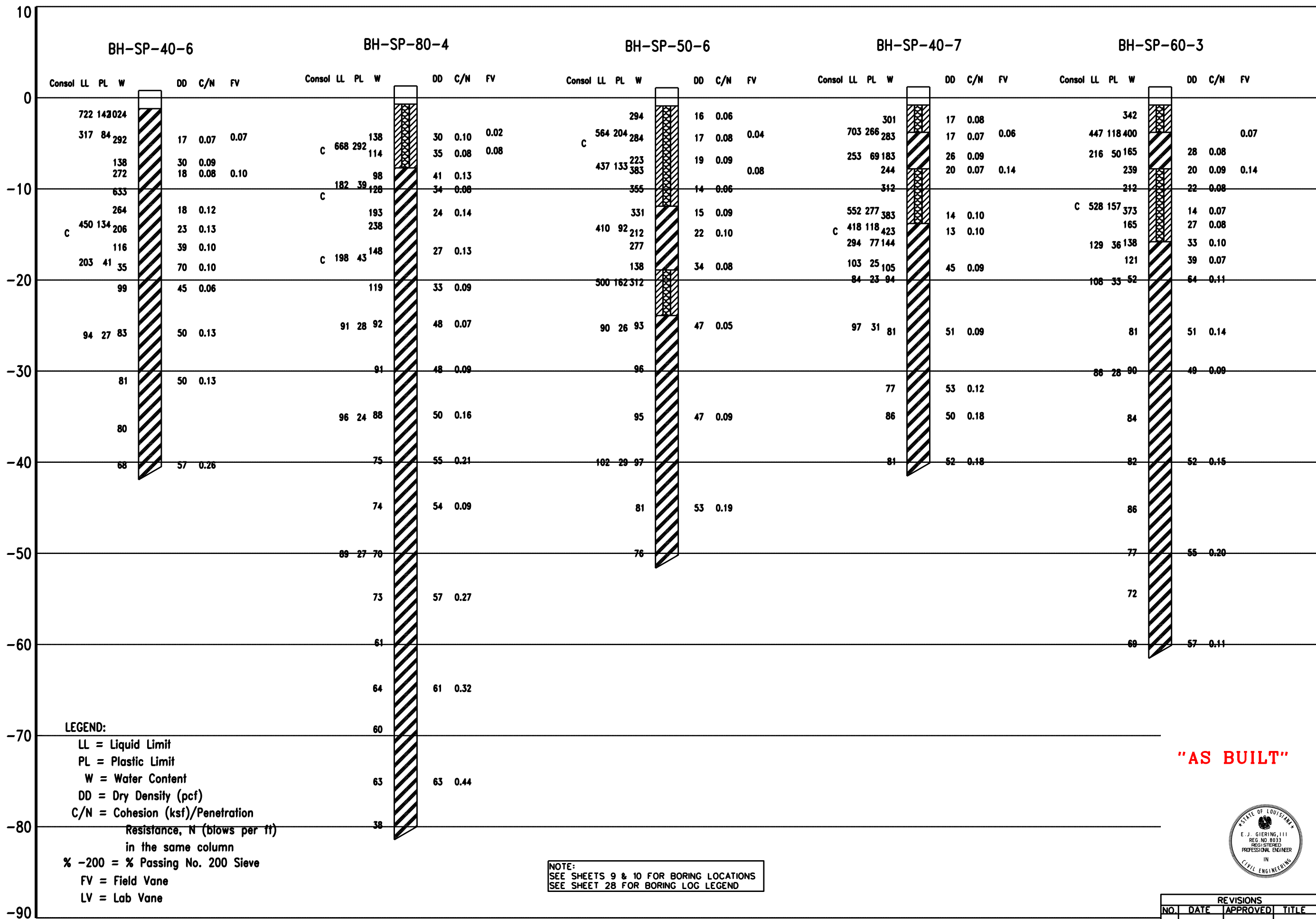
SOIL LOG #1 - ROCK DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

 NRC Natural Resources Conservation Service United States Department of Agriculture	
FILE NAME	LA362
DRAWING NAME	LA36229.DGN
SHEET	29 OF 37

ELEVATION IN FEET



ELEVATION IN FEET



DATE
03/06

DESIGNED
R. FAULKNER

03/06


DRAWN
D.J. WILMORE

CHECKED

APPROVED
E.J. GIERING, III

06/09

SOIL LOG #4 - ROCK DIKE
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



NRCS
Natural Resources Conservation Service
United States Department of Agriculture

FILE NAME
LA362

DRAWING NAME
LA36232.DGN

SHEET 32 OF 37

LOG OF BORING NO. BH-Borrow-17-1

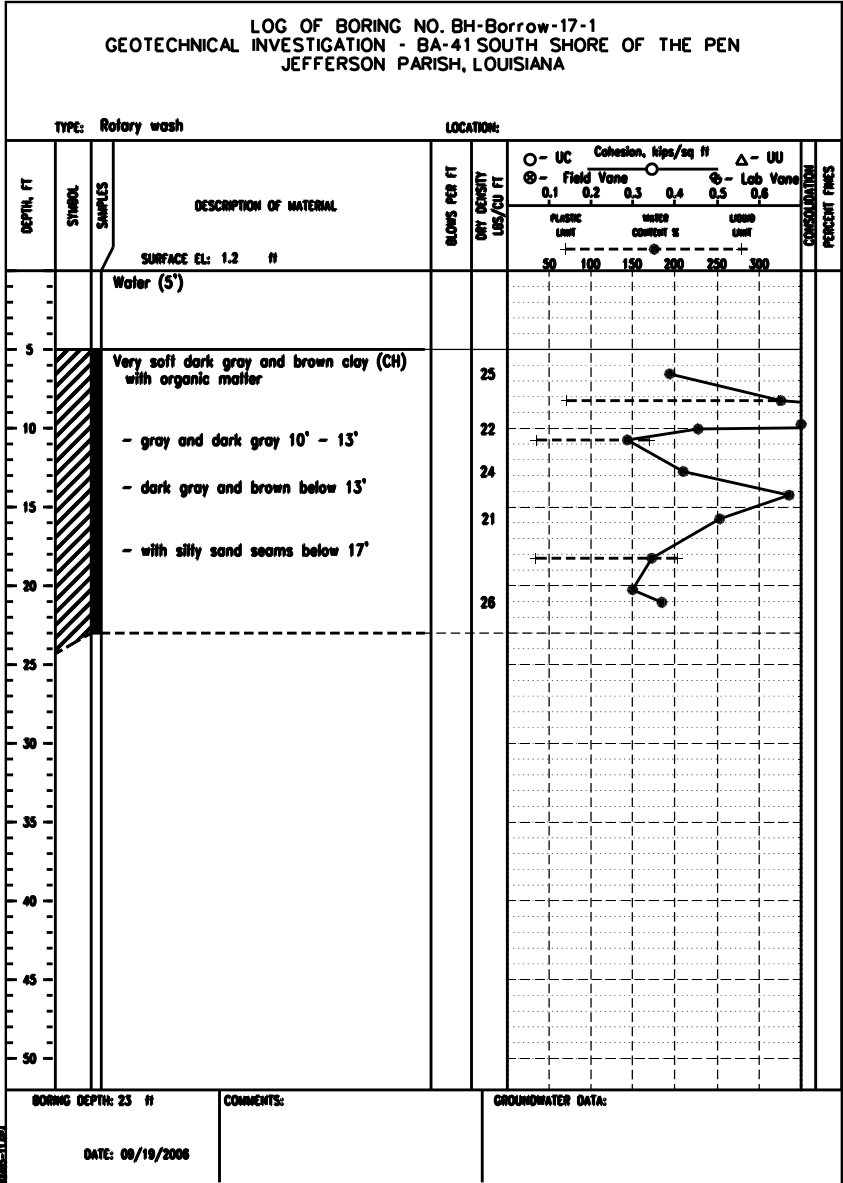


FIGURE A-18

LOG OF BORING NO. BH-Borrow-17-2

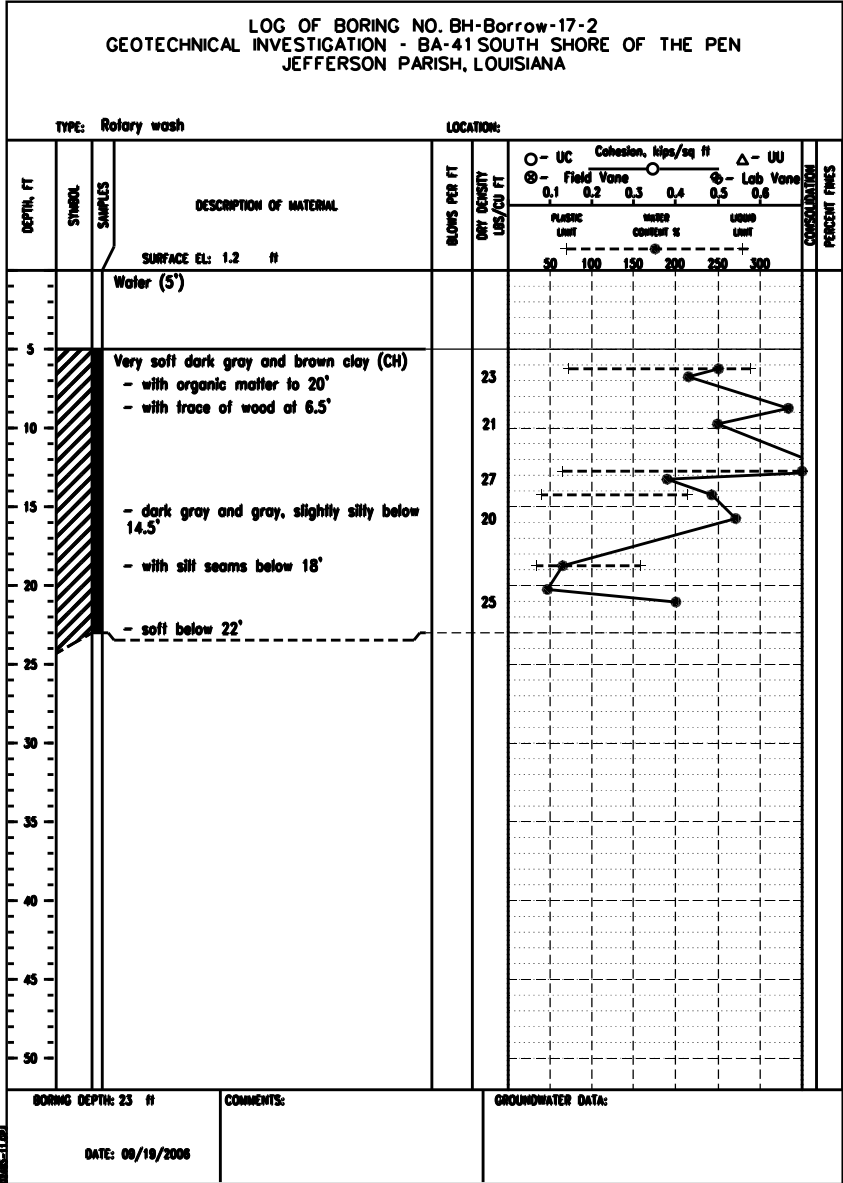


FIGURE A-19

LOG OF BORING NO. BH-Borrow-17-3

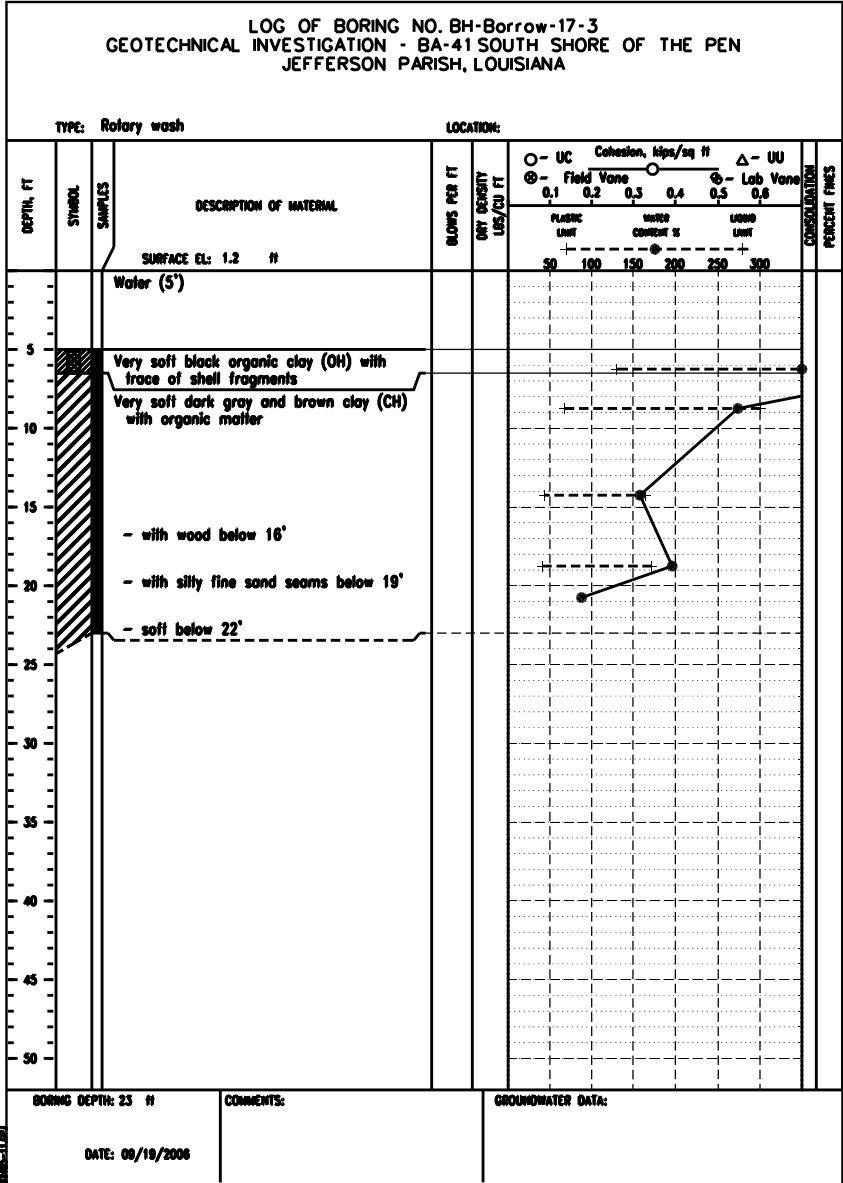
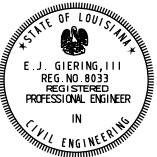


FIGURE A-20

NOTE:
SEE SHEET 15 FOR BORING LOCATION
SEE SHEET 28 FOR BORING LOG LEGEND

"AS BUILT"



FILE NAME
LA362

DRAWING NAME
LA36233.DGN

REVISIONS			
NO.	DATE	APPROVED	TITLE

SOIL LOG #1 - BORROW AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

DESIGNED R. FAULKNER
DRAWN D.J. WILMORE
CHECKED
APPROVED E.J. GIERING, III

DATE 03/06
03/06
06/09

LOG OF BORING NO. BH-Borrow-17-4

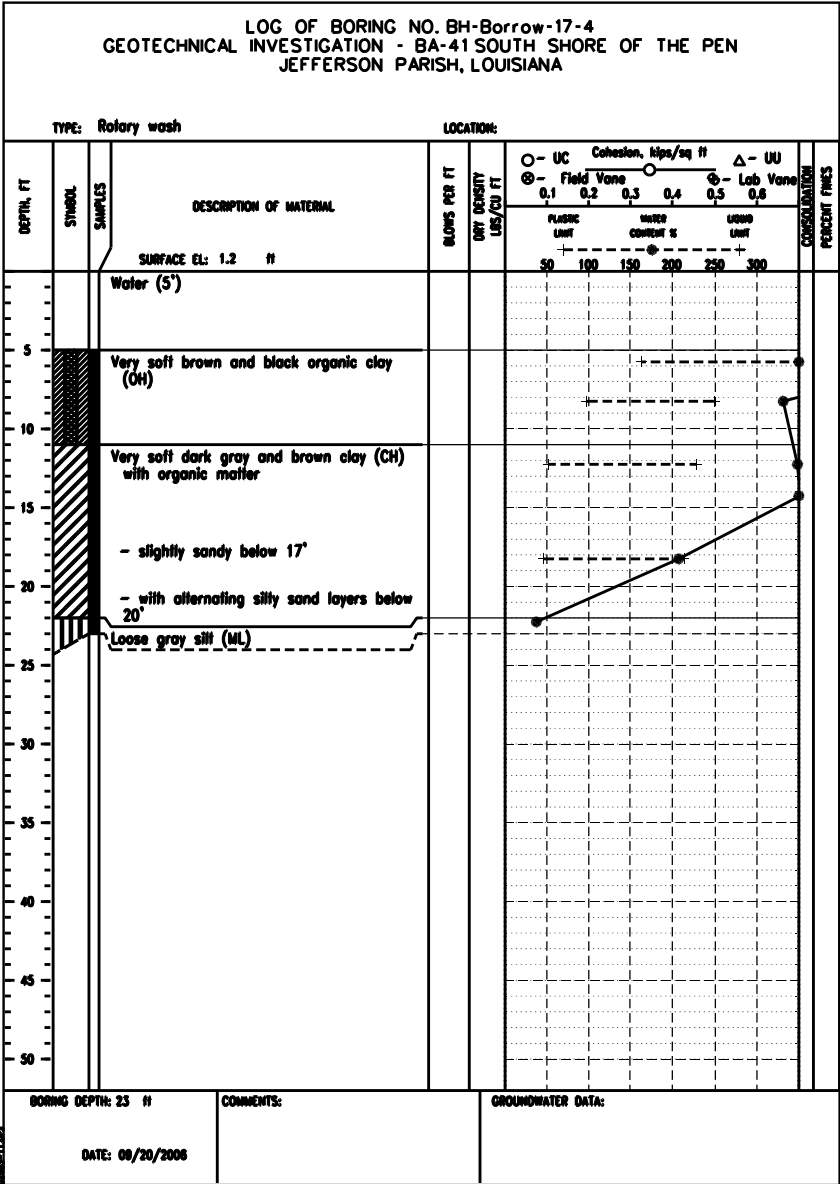


FIGURE A-21

LOG OF BORING NO. BH-Borrow-17-5

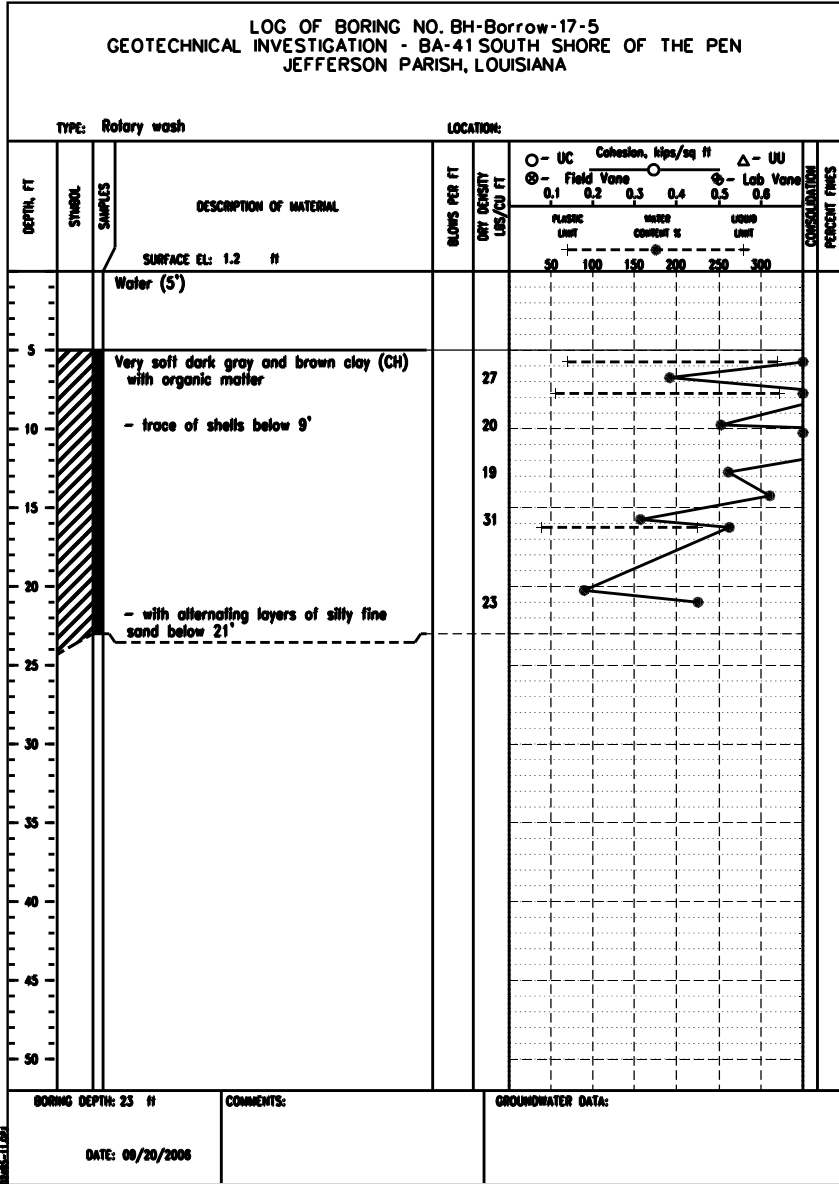


FIGURE A-22

LOG OF BORING NO. BH-Borrow-17-6

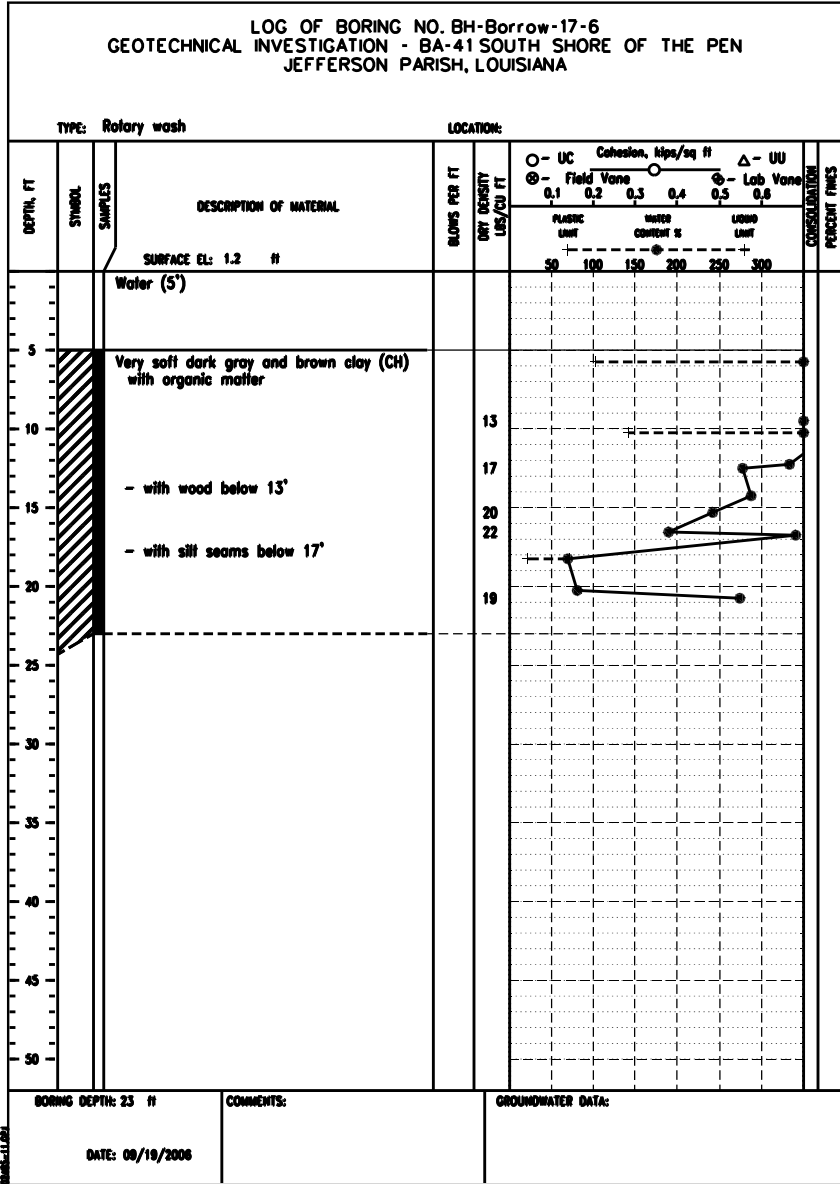


FIGURE A-23

NOTE:
SEE SHEET 15 FOR BORING LOCATION
SEE SHEET 28 FOR BORING LOG LEGEND

"AS BUILT"



DATE 03/06
DESIGNED R. FAULKNER
DRAWN D.J. WILMORE
CHECKED
APPROVED E.J. GIERING III 06/09

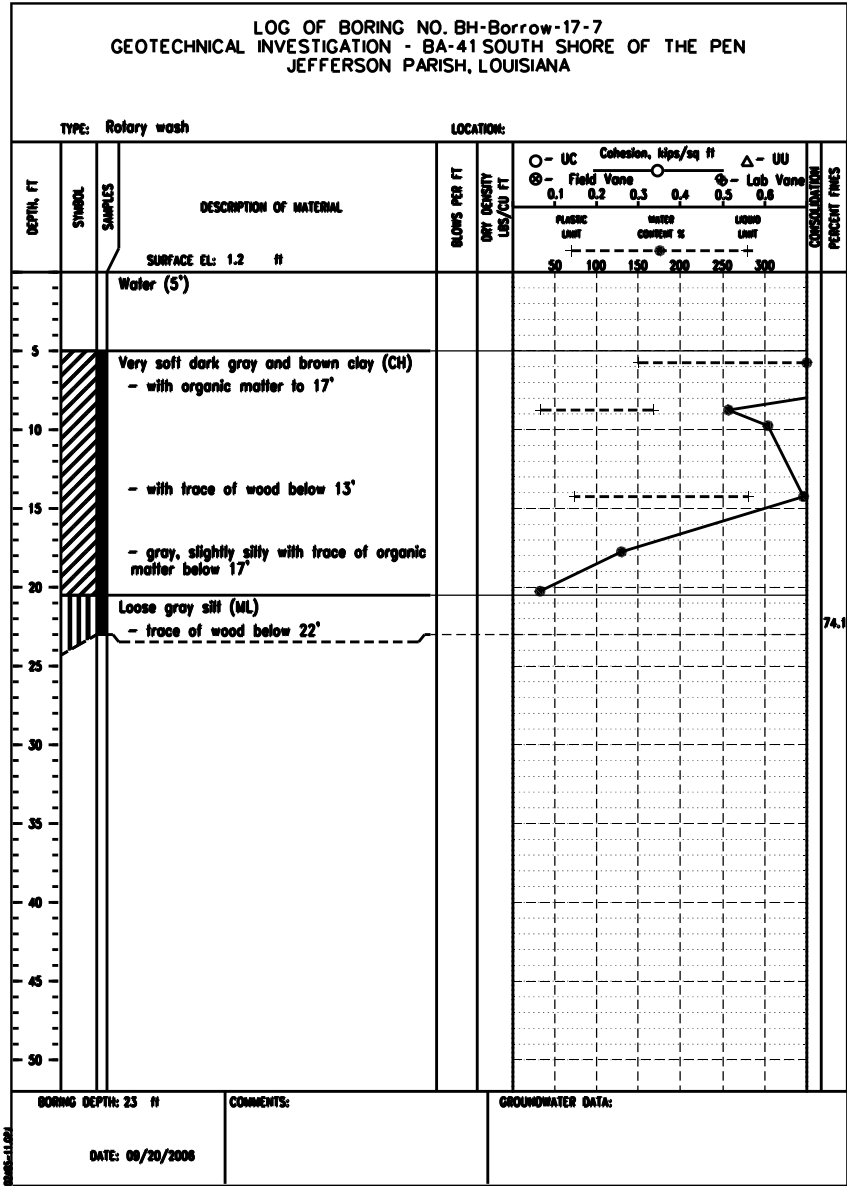
SOIL LOG #2 - BORROW AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



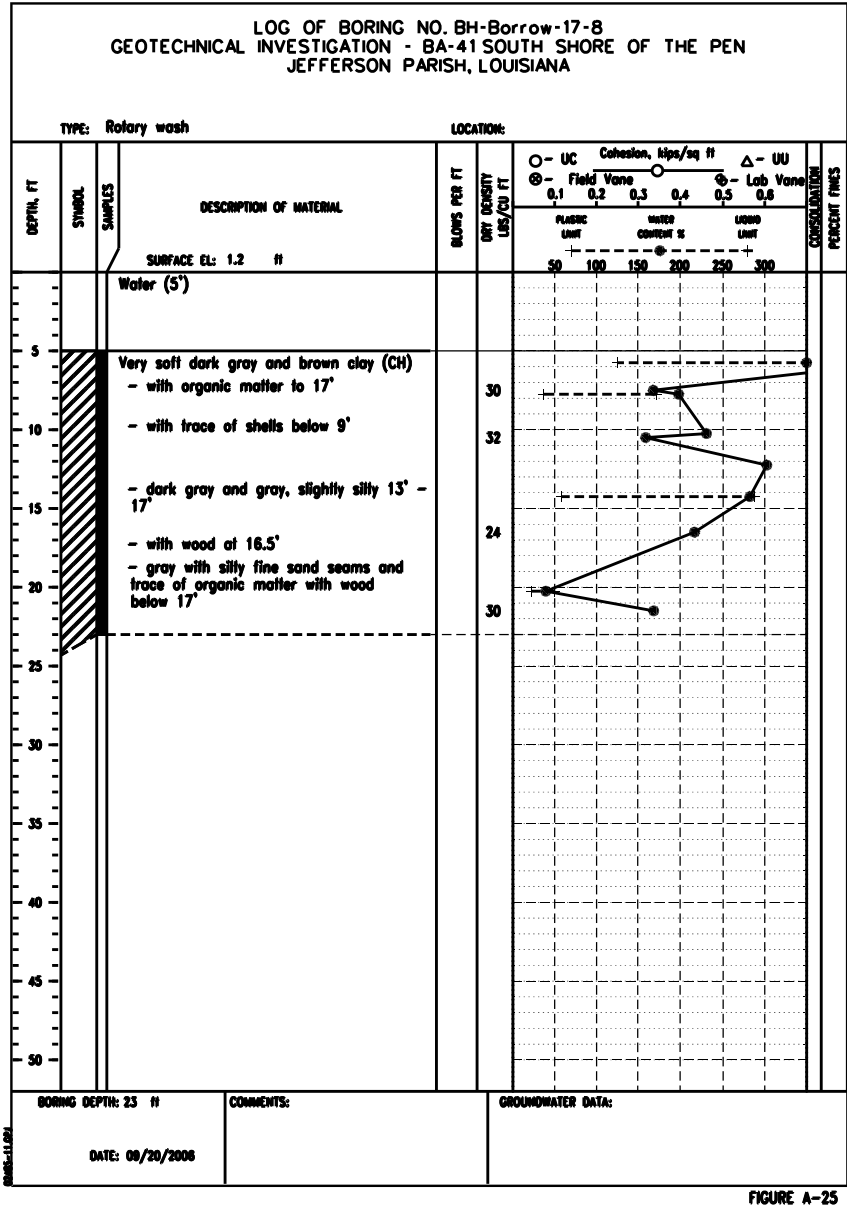
FILE NAME
LA362
DRAWING NAME
LA36234.DGN

REVISIONS		
NO.	DATE	TITLE

LOG OF BORING NO. BH-Borrow-17-7



LOG OF BORING NO. BH-Borrow-17-8



"AS BUILT"



SOIL LOG #3 - BORROW AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME
LA362

DRAWING NAME
LA36235.DGN

REVISIONS			
NO.	DATE	APPROVED	TITLE

DESIGNED	R. FAULKNER	DATE	03/06
DRAWN	D.J. WILMORE		03/06
CHECKED			
APPROVED	E.J. GIERING, III		06/09

NOTE:
SEE SHEET 15 FOR BORING LOCATION
SEE SHEET 28 FOR BORING LOG LEGEND

LOG OF BORING NO. BH-SMC-30-1

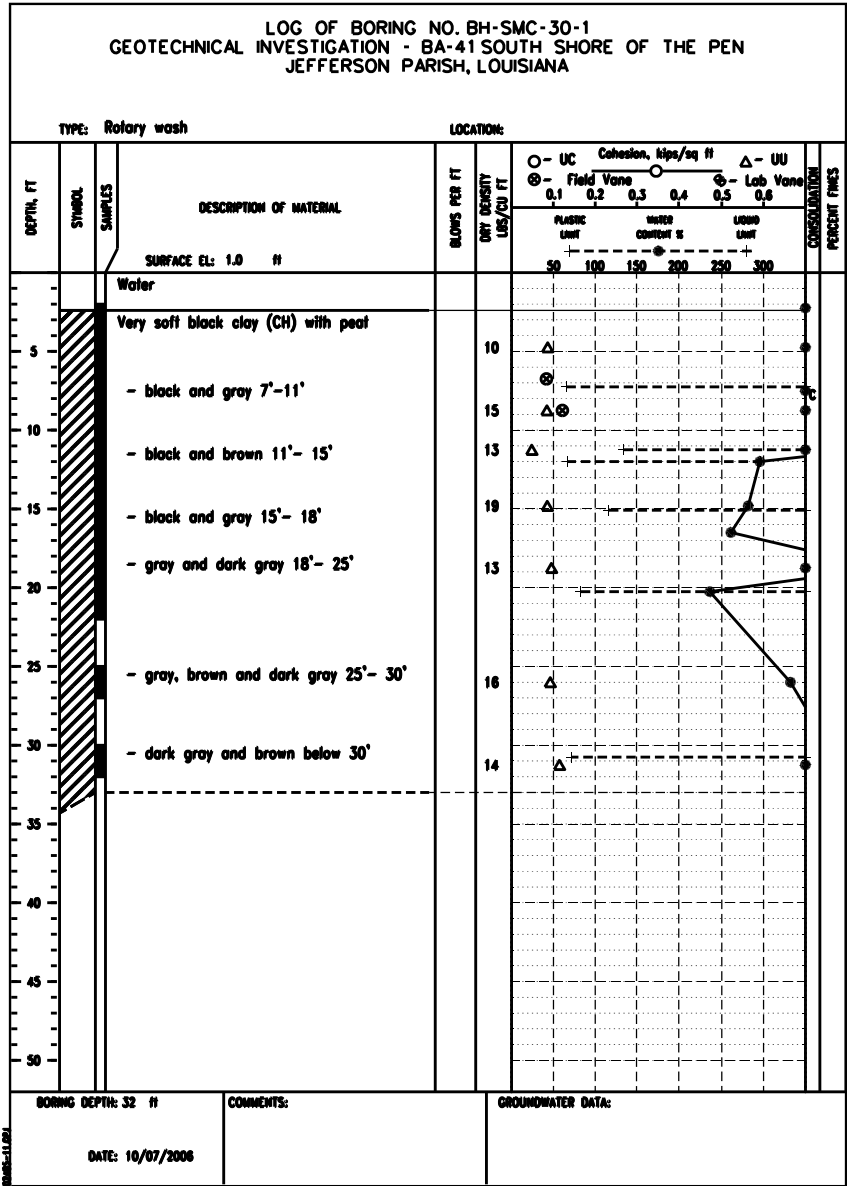


FIGURE A-1

LOG OF BORING NO. BH-SMC-30-2

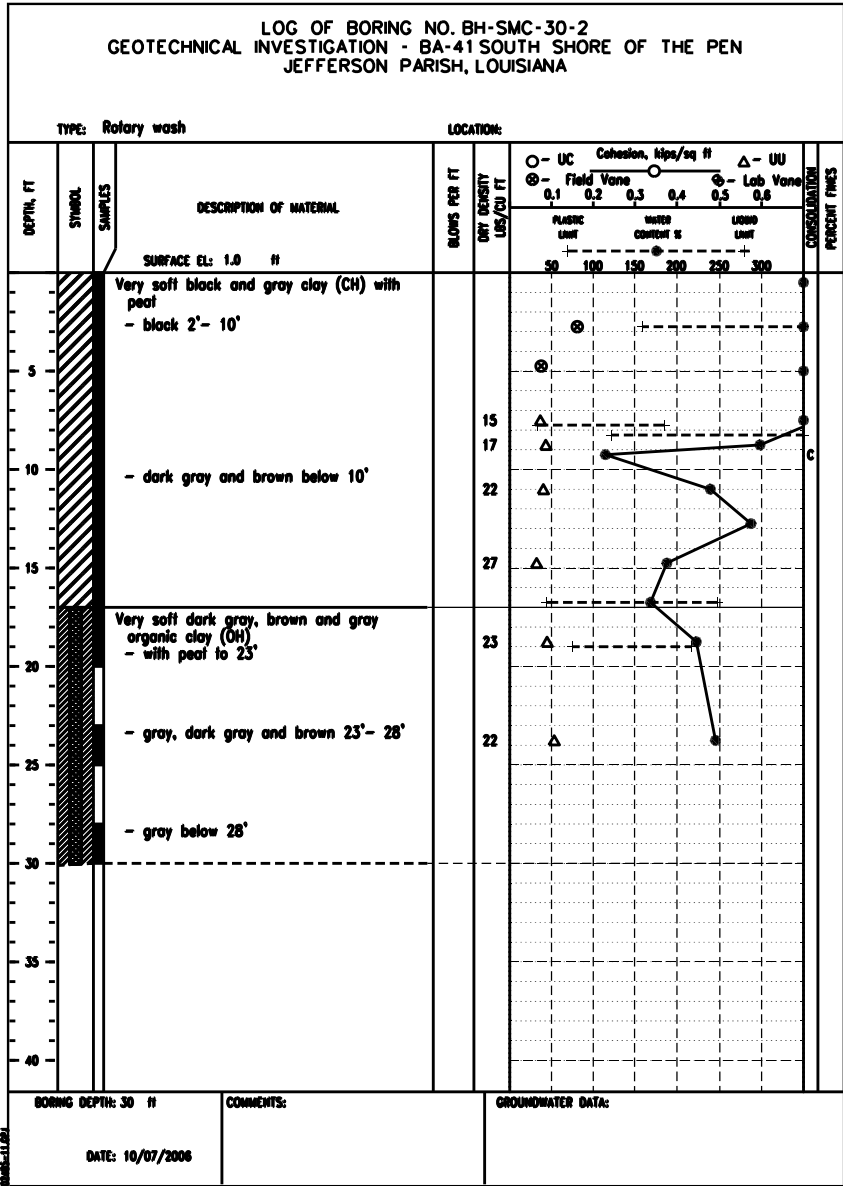


FIGURE A-2

LOG OF BORING NO. BH-SMC-30-3

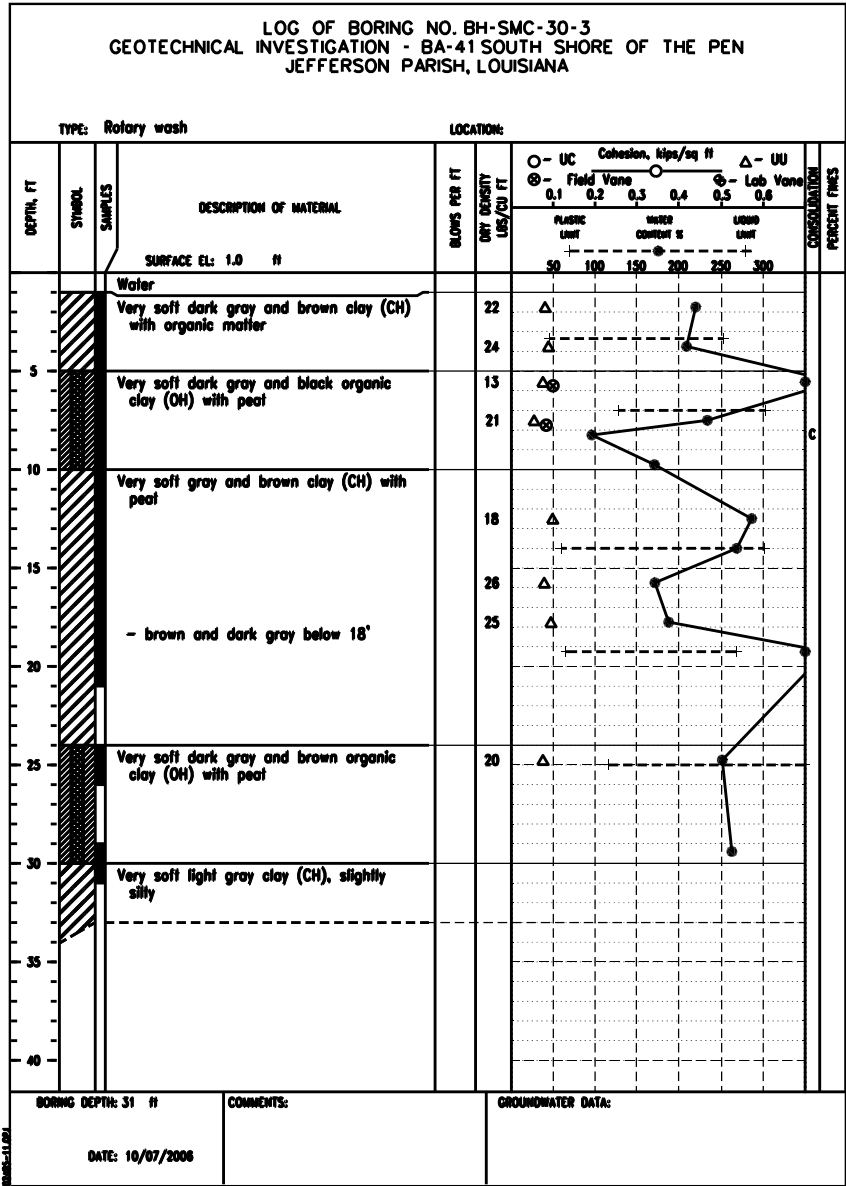
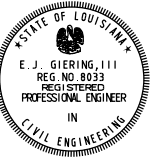


FIGURE A-3

NOTE:
SEE SHEET 16 FOR BORING LOCATIONS
SEE SHEET 28 FOR BORING LOG LEGEND

"AS BUILT"



SOIL LOG #1 - MARSH CREATION AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA

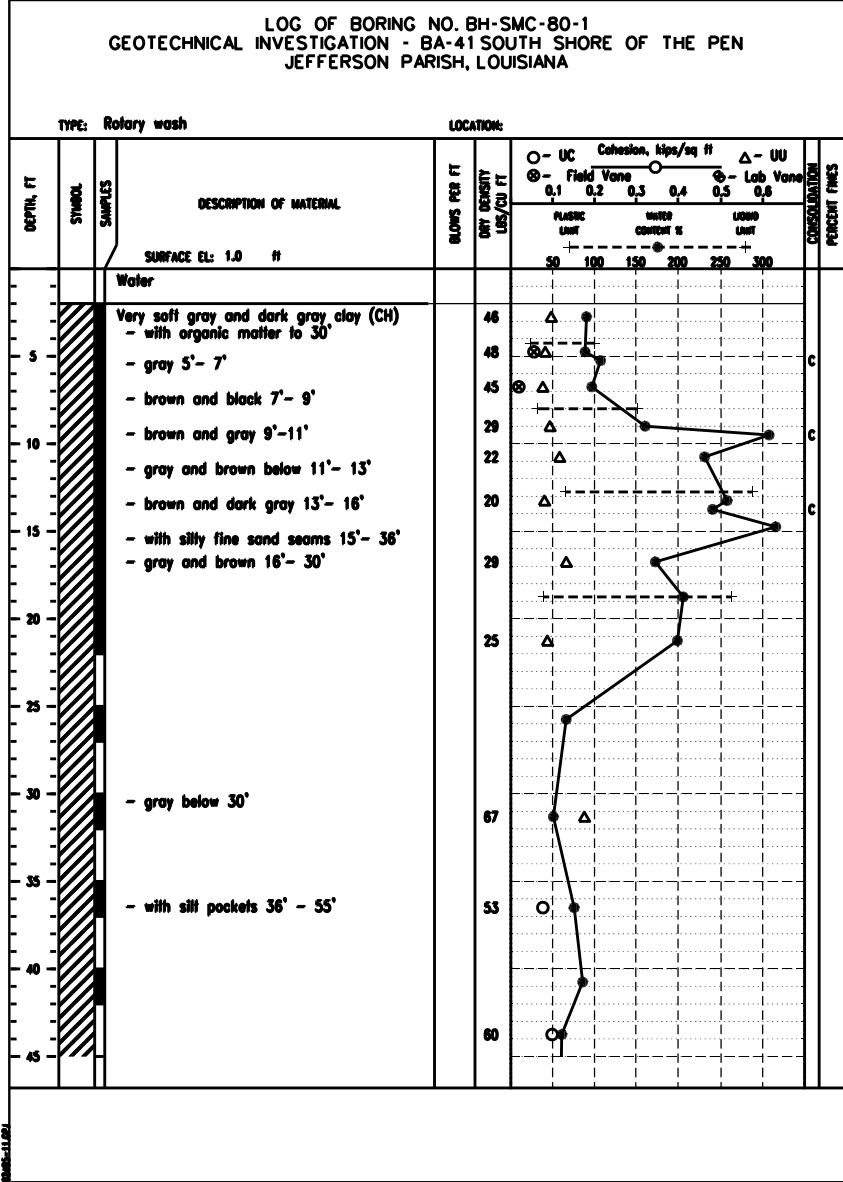
DATE 03/06
DESIGNED R. FAULKNER
DRAWN D.J. WILMORE
CHECKED
APPROVED E.J. GIERING, III 06/09



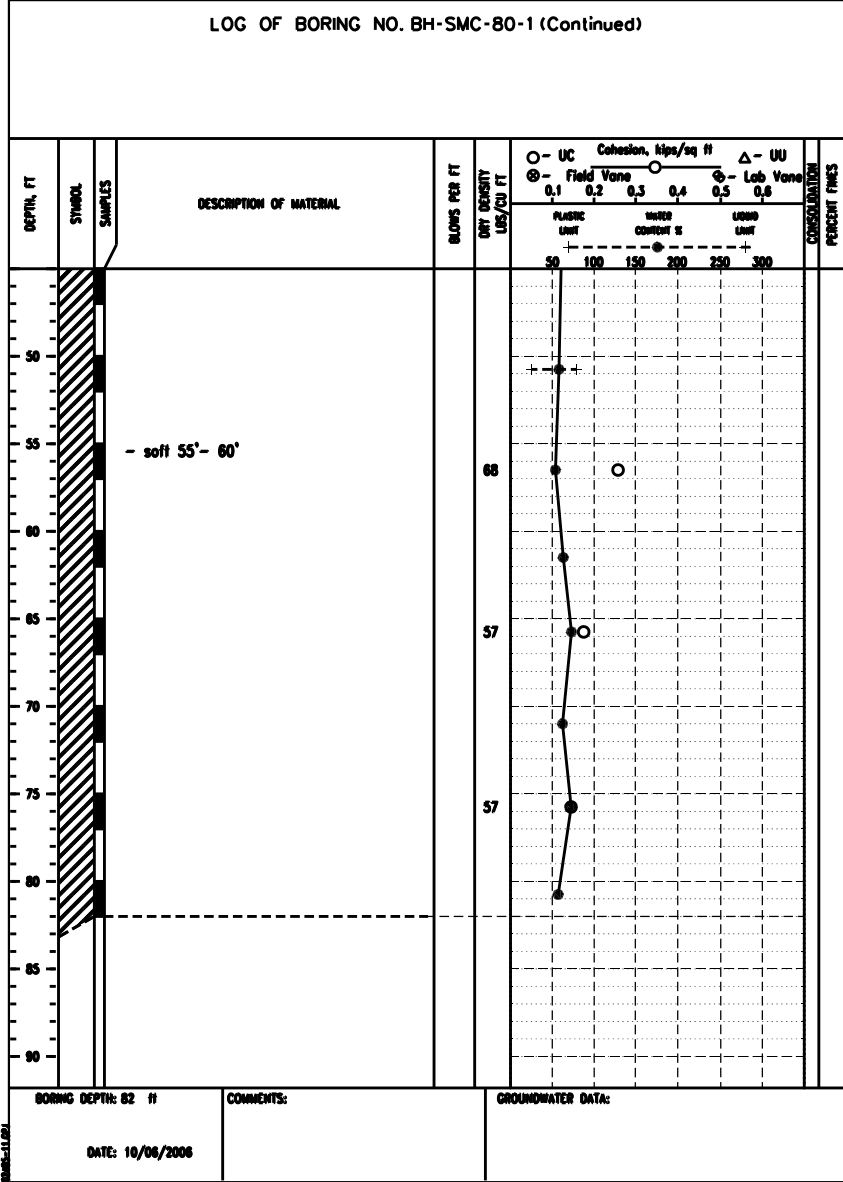
FILE NAME
LA362
DRAWING NAME
LA36236.DGN

REVISIONS			
NO.	DATE	APPROVED	TITLE

LOG OF BORING NO. BH-SMC-80-1



LOG OF BORING NO. BH-SMC-80-1 (Continued)



NOTE:
SEE SHEET 16 FOR BORING LOCATIONS
SEE SHEET 28 FOR BORING LOG LEGEND

"AS BUILT"



REVISIONS			
NO.	DATE	APPROVED	TITLE

SOIL LOG #2 - MARSH CREATION AREA
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION & MARSH CREATION
JEFFERSON PARISH, LOUISIANA



FILE NAME
LA362

DRAWING NAME
LA36237.DGN

DESIGNED R. FAULKNER
DRAWN D.J. WILMORE
CHECKED
APPROVED E.J. GIERING III

DATE
03/06
03/06
06/09

ATTACHMENT V

PROJECT PERMITS & PERMIT AMENDMENTS

BOBBY JINDAL
GOVERNOR



SCOTT A. ANGELLE
SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL RESTORATION AND MANAGEMENT

February 26, 2008

Quin Kinler
USDA- Natural Resources Conservation Service
P. O. Box 16030
Baton Rouge, LA 70893

RE: **C20070630**, Coastal Zone Consistency
Jefferson Parish Council
Direct Federal Action
South Shore of The Pen Shoreline Protection and Marsh Creation CWPPRA Project (BA-41),
Terrebonne Parish, Louisiana.

Dear Mr. Kinler:

The above referenced project has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. The project, as proposed in the application, is consistent with the LCRP.

If you have any questions concerning this determination please contact Brian Marcks of the Consistency Section at (225) 342-7939 or 1-800-267-4019.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Jim Rives".

Jim Rives
Administrator

JR/JH/bgm

cc: Marnie Winter, Jefferson Parish
Pete Serio, COE-NOD
Ishmail Merhi, CED
Frank Cole, CMD FI

DEPARTMENT OF THE ARMY PERMIT

Permittee: Jefferson Parish Council

Permit No. MVN 2008-0335-ETT

Issuing Office: New Orleans District

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

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

Project Description: Dredge 106 acres of non-vegetated tidal bottoms, construct 11,750 linear feet of rip-rap shoreline protection, enhance 132 acres of tidal marsh and restore/create 175 acres of tidal marsh, in accordance with the drawings attached five sheets; sheet 2 dated April 2006, sheet 3 dated March 2006, sheets 4 and 5 dated May 2007, and sheet 24 dated June 2007.

Project Location: On the east side of the Bayou Barataria Waterway, south of Bayou DuPont along the south shore of "The Pen" within Section 01, Township 17 South, Range 23 East and Section 06, Township 17 South, Range 24 East, Jefferson Parish, Louisiana.

General Conditions:

1. The time limit for completing the work authorized ends on **September 30, 2013**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: Pages 4 and 5

Further Information:

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

- (x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- (x) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

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

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.

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

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

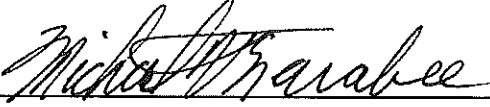
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable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

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

X _____
(PERMITTEE)

X _____ 10-22-08
(DATE)
JOHN F. YOUNG, JR
Chairman, Jefferson Parish Council

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



Michael V. Farabee
Chief, Eastern Evaluation Section

30-October-2008

(DATE)

for Alvin B. Lee, District Commander

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

(TRANSFEREE)

(DATE)

SPECIAL CONDITIONS: MVN-2008-0335-ETT

7. If the proposed project requires any additional work not expressly permitted herein, or impacts any wetlands other than the areas indicated on the attached drawings, the permittee must apply for an amendment to this authorization.

8. Prior to commencing work on the project, the permittee must obtain all approvals necessary from the Jefferson Parish Government. If modifications to this authorization are required to meet such approvals, the permittee shall provide this office with a detailed discussion of the required modifications as well as appropriate drawings depicting them. This office will then determine if a new public interest review is required to evaluate impacts associated with the modifications.

9. The permittee shall assure that all material used during construction shall be pollutant free in accordance with the EPA Guidelines for the Discharge of Dredged or Fill Material, found in 40 CFR 230. The fill materials shall be obtained on-site from the designated borrow area shown on site plans. Any excess material shall be temporarily placed in disposal areas shown on site plans and properly contained or stabilized to prevent entry into adjacent wetlands or other waters. Excess materials shall be used to restore the temporary work access channels (three) as shown on site plans.

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

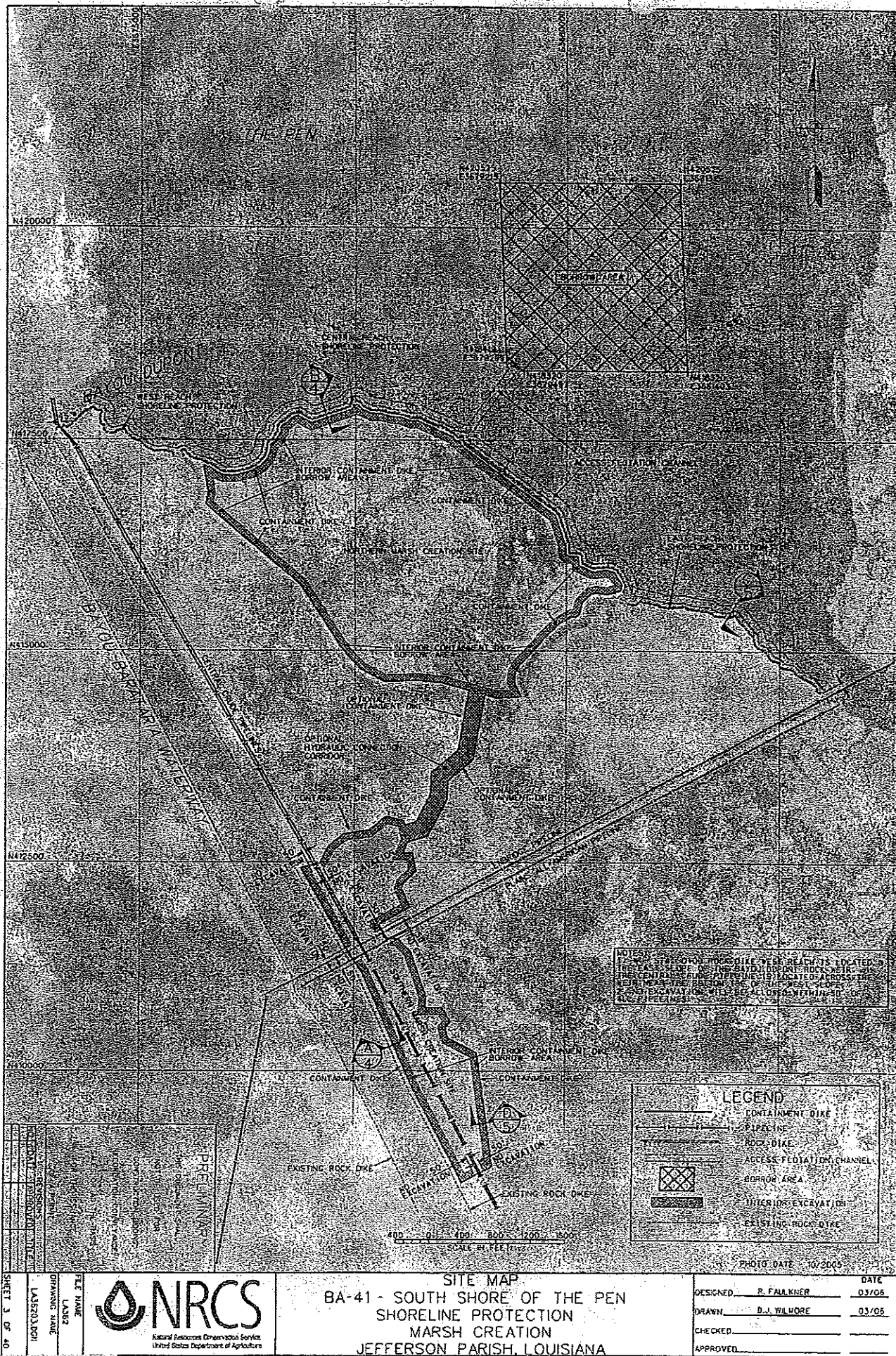
11. The permittee must install and maintain, at the permittee's expense, any safety lights, signs, and signals prescribed by the US Coast Guard, through regulations or otherwise, on your authorized facilities.

12. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the US Coast Guard so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the US Coast Guard District, Sector New Orleans Command Center, 201 Hammond Highway, Metairie, Louisiana 70005, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 846-5923.

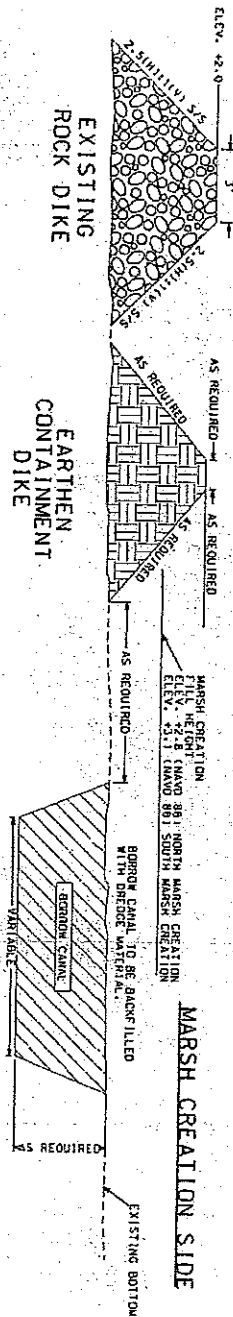
13. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

SPECIAL CONDITIONS: MVN-2008-0335-ETT

14. Our Real Estate Division has indicated that your project is located in an area over which the federal government holds real estate interest. **No work may be performed under this permit until a real estate instrument is issued by our Real Estate Division.** If you require further information regarding real estate matters, call (504) 862-1295. The real estate instrument will be initiated by our Real Estate Division without further action required on your part.

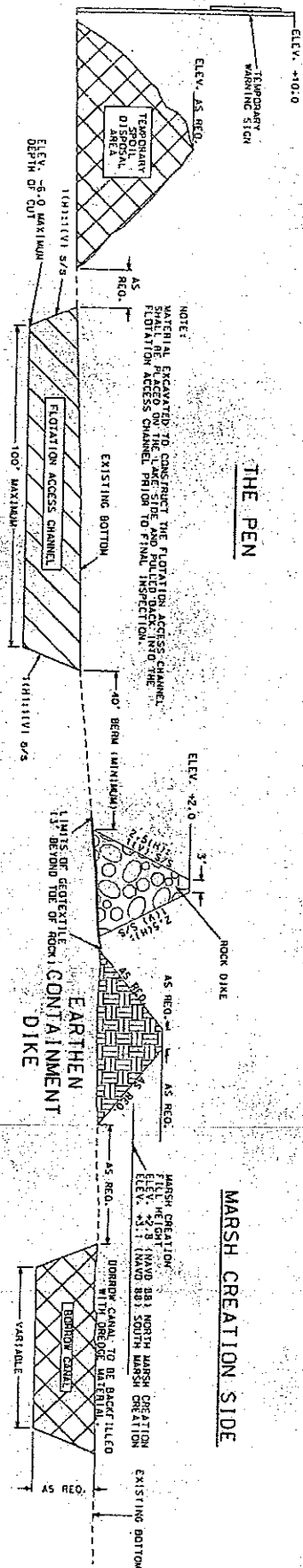


BBW



TYPICAL SECTION-EXISTING ROCK DIKE & EARTHEN CONTAINMENT INTERIOR BORROW A
(NOT TO SCALE)

A
3



TYPICAL SECTION-PROPOSED ROCK DIKE & EARTHEN CONTAINMENT INTERIOR BORROW B
(NOT TO SCALE)

B
3

- NOTES:
1. THE EARTHEN CONTAINMENT DIKE SHALL BE AS REQUIRED TO CONTAIN THE DREDGE FILL MATERIAL.
 2. THE EARTHEN CONTAINMENT DIKE SHALL NOT BE OVER 10' DEEP AT ANY PORTION OF THE ROCK DIKE.
 3. THE EARTHEN CONTAINMENT DIKE SHALL NOT BE OVER 10' DEEP AT ANY PORTION OF THE ROCK DIKE.



TYPICAL SECTIONS
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION
MARSH CREATION
JEFFERSON PARISH, LOUISIANA

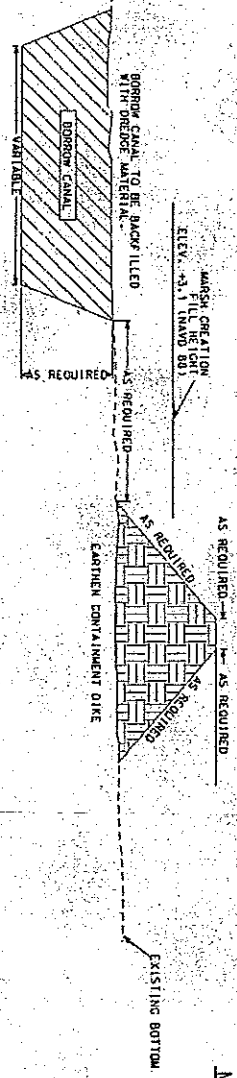
Designed	R. FAULKNER	Date	05/07
Drawn	O. WILLMORE	Date	05/07
Checked			
Approved			

PRELIMINARY	
THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION PURPOSES. RECONSTRUCTION, CONVEYANCE, OR ANY OTHER USE OF THE DESIGN SHALL BE AT THE USER'S RISK.	
NO.	DATE
1	05/07/07
BY: A. DAVIS	
FOR THE ISSUANCE	
DRAWN BY: L. J. DAVIS	
CHECKED BY: L. J. DAVIS	
DATE: 05/07/07	
BY: A. DAVIS	

Contract No. W-9007 11/27/94

NOTE:
1. THE CONSTRUCTED SIDE SLOPES FOR THE EARTHEN CONTAINMENT DIKE SHALL BE AS REQUIRED TO CONTAIN THE DREDGE FILL MATERIAL.

TYPICAL SECTION-EARTHEN CONTAINMENT INTERIOR BORROW (NOT TO SCALE)



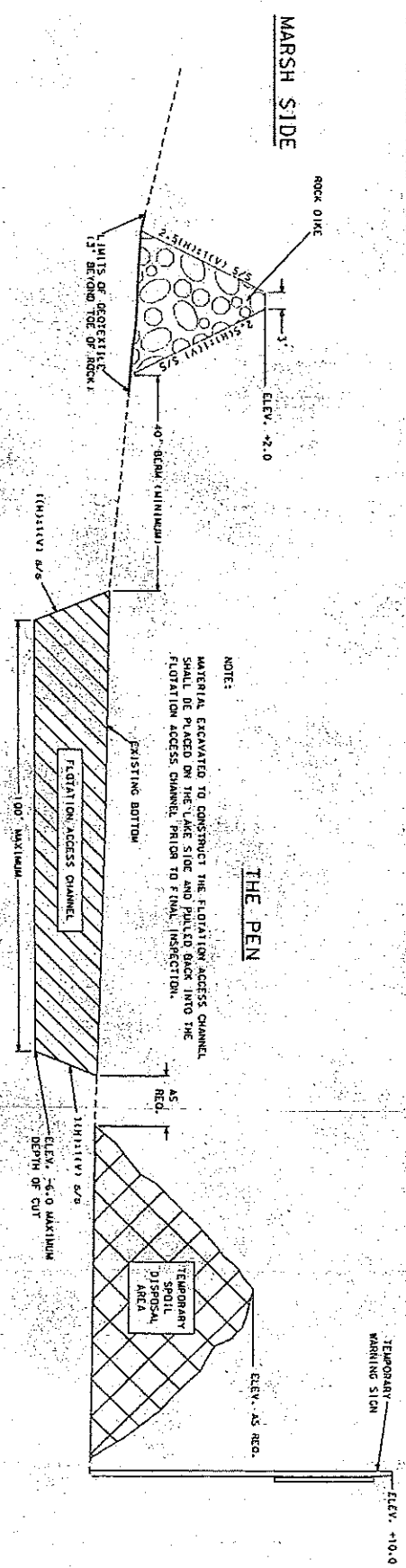
MARSH CREATION SIDE

MARSH SIDE

TYPICAL SECTION- ROCK ONLY (NOT TO SCALE)

C 3

NOTE:
TEMPORARY WARNING SIGNS SHALL BE PLACED AT A MAXIMUM SPACING OF 300 FT.



NOTE:
MATERIAL EXCAVATED TO CONSTRUCT THE FLUTATION ACCESS CHANNEL SHALL BE PLACED ON THE LAKE SIDE AND PULLED BACK INTO THE FLUTATION ACCESS CHANNEL PRIOR TO FINAL INSPECTION.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION, BORROW, RECONSTRUCTION, CONTRACT, SALES, OR AT THE BASIS FOR THE DESIGN.

NO. DATE	REVISIONS	DATE
1	1	11/27/94



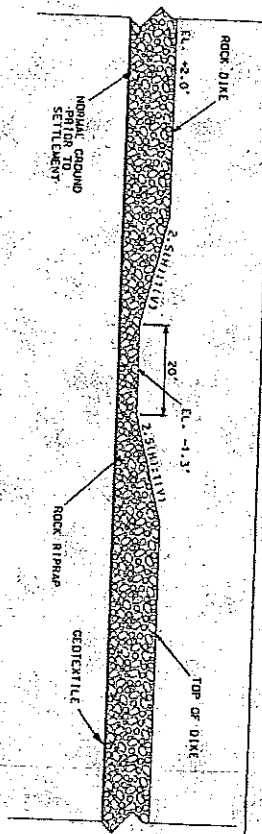
TYPICAL SECTIONS
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION
MARSH CREATION
JEFFERSON PARISH, LOUISIANA

Designed	R. FAULKNER	Date	05/07
Drawn	D. WILMORE	Date	05/07
Checked			
Approved			

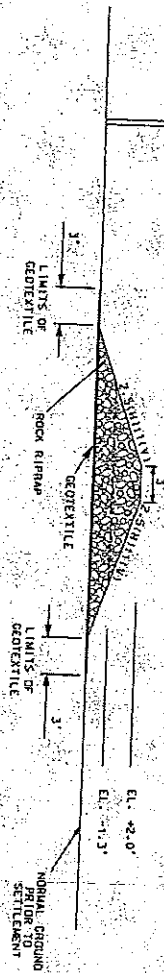
THE PEN

EL. +10.0'

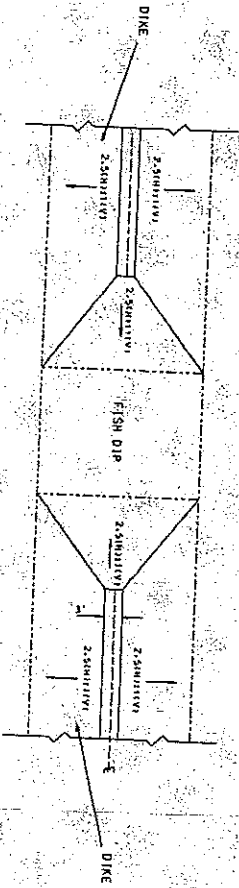
PERMANENT WARNING SIGN



DIKE PROFILE @ FISH DIP
(NOT TO SCALE)



DIKE SECTION @ FISH DIP
(NOT TO SCALE)



DIKE PLAN @ FISH DIP
(NOT TO SCALE)

NOTE:
GEOTEXTILE TO CONFORM TO EXISTING
CHANNEL BOTTOM.

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE USED FOR
CONSTRUCTION, BIDDING,
RECONSTRUCTION, CONTRACTING,
SHEETS OR AS THE BASIS
FOR THE ISSUANCE
OF A PERMIT



FISH DIP TYPICAL
BA-41 - SOUTH SHORE OF THE PEN
SHORELINE PROTECTION
MARSH CREATION
JEFFERSON PARISH, LOUISIANA

DESIGNED	B. FAULKNER	DATE	06/07
DRAWN	D. WILMORE		06/07
CHECKED			
APPROVED			

NO.	DATE	REVISIONS	TITLE
1			

FILE NAME
LA36224.DCH
SHEET 24 OF 40

PRIVATE AIDS TO NAVIGATION APPLICATION
(See attached instructions and copy of Code of Fed. Reg., Title 33, Chap. 1, Part 66)

Form Approved
OMB-1626-0011

NONPRIVATE AID TO NAVIGATION MAY BE AUTHORIZED UNLESS A COMPLETED APPLICATION FORM HAS BEEN RECEIVED BY U.S.C. (33) U.S.C. F.R. 166.01-50

1. ACTION REQUESTED FOR PRIVATE AID TO NAVIGATION: ☒ A. ESTABLISH AND MAINTAIN ☐ B. DISCONTINUE ☐ C. CHANGE ☐ D. TRANSFER OWNERSHIP ☐ E. DATE ACTION TO START 9/7/2012

3. AIDS WILL BE OPERATED: ☒ A. THROUGHOUT THE YEAR ☐ B. TEMPORARILY UNTIL ☐ C. ANNUALLY ☐ D. TO

4. NECESSITY FOR AID (Continue in Block 6)
South Shore of the Pen Project (BA-41) 5. GENERAL LOCALITY SE of Lafayette ☒ 6. CORPS OF ENGINEERS AUTHORIZED THIS STRUCTURE OR BUOY BY MTN-2008-0335-ETT

FOR DISTRICT COMMANDERS ONLY				7. APPLICANT WILL FILL IN APPLICABLE REMAINING COLUMNS								
LIGHT LIST NUMBER OR PAGE	NAME OF AID	NO. OR LTR. (7a)	PER. (7b)	LIGHT		POSITION (7e)	DEPTH OF WATER (7f)	CAN- DIE POWER (7g)	HT. ABOVE WATER (7h)	STRUCTURE		REMARKS (See Instructions) (7i)
				FLASH LGTH. (7c)	COLOR (7d)					TYPE, COLOR, AND HEIGHT ABOVE GROUND (7j)		
16542	THE PEN SOUTHSORE DANGER DAYBEACONS (8) *					See attached spreadsheet for sign position, depth of water and sign height.	2.5 FT			Aluminum warning sign mounted on a 12" x 40' timber pile driven to +10.0 ft NAVD88.	Items of work for the signs are also attached.	
16542.01	THE PEN SOUTHSORE DANGER DAYBEACONS (8) *					Drawings of the sign locations are also attached.	2.5 FT			The sign is white with black letters and orange border.		
16542.02	THE PEN SOUTHSORE DANGER DAYBEACONS (6) *						2.5 FT			See attached drawings for more details.		
16542.03	THE PEN SOUTHSORE DANGER DAYBEACONS (2) *						3 FT					

8. ADDITIONAL COMMENTS
* DENOTES CHARTED AID LOCATION. REFER TO PAGE 2 OF 2 FOR GEOGRAPHIC LOCATIONS.

A TOTAL OF 24 DANGER DAYBEACONS. INDIVIDUAL GEOGRAPHIC LOCATIONS SPECIFIED ON PAGE 2 OF 2.

APPROVED

9a. NAME AND ADDRESS OF PERSON IN DIRECT CHARGE OF AID USDA-NRCS 3737 Government St, Alexandria, LA		10a. NAME AND ADDRESS OF PERSON OR CORPORATION AT WHOSE EXPENSE NRCS 3737 Government St Alexandria, LA 71302		10b. THE APPLICANT AGREES TO SAVE THE COAST GUARD HARMLESS WITH RESPECT TO ANY CLAIM OR CLAIMS THAT MAY RESULT ARISING FROM THE ALLEGED NEGLIGENCE OF THE MAINTENANCE OR OPERATION OF THE APPROVED AIDS.	
9b. TELEPHONE NO. (318) 473-7756		10c. DATE 9/7/12		10d. SIGNATURE AND TITLE OF OFFICIAL SIGNING W. J. [Signature] ACTING FOR State Conservationist	
FOR USE BY DISTRICT COMMANDER SERIAL NO. CLASSIFICATION OF AIDS II		RECD. CHART 11365 38/12		DATE APPROVED 9/17/12	
				SIGNATURE BY DIRECTOR [Signature]	

Sign Name	Latitude (N) (7e)	Longitude (W) (7e)	Depth of Water (ft) (7f)	Ht. Above Water (ft) (7h)	Sheet #	
Existing PW-A	29 38 30.3	90 04 48.4	4	9	7	The Pen Southshore Danger Daybeacons (8) 16542.01
Existing PW-B	29 38 27.4	90 04 43.7	3.5	9	7	
Existing PW-C	29 38 24.7	90 04 39.9	3	9	8	
PW-1 *	29 38 34.4	90 05 41.8	2.5	9	4	The Pen Southshore Danger Daybeacons (8) 16542
PW-2	29 38 33.7	90 05 37.5	2	9	4	
PW-3	29 38 31.5	90 05 33.8	2	9	4	
PW-4	29 38 30.2	90 05 28.7	3.5	9	4	
PW-5	29 38 29.6	90 05 26.0	3.5	9	5	
PW-6	29 38 28.2	90 05 22.4	2.5	9	5	
PW-7	29 38 29.0	90 05 17.4	5	9	5	
PW-8	29 38 33.3	90 05 14.8	3.5	9	5	
PW-9 *	29 38 34.2	90 05 09.5	2.5	9	6	The Pen Southshore Danger Daybeacons (8) 16542.01
PW-10	29 38 34.7	90 05 03.9	3.5	9	6	
PW-11	29 38 33.5	90 04 58.4	3	9	6	
PW-12	29 38 32.5	90 04 53.3	3	9	7	The Pen Southshore Danger Daybeacons (6) 16542.02
PW-13	29 38 20.5	90 04 36.7	3	9	8	
PW-14 *	29 38 16.5	90 04 33.8	2.5	9	8	
PW-15	29 38 14.4	90 04 28.6	2.5	9	9	
PW-16	29 38 12.3	90 04 26.2	3	9	9	
PW-17	29 38 11.6	90 04 20.6	3	9	9	
PW-18	29 38 10.4	90 04 15.7	3	9	9	
PW-19	29 38 07.3	90 04 11.5	2.5	9	10	
PW-20	29 38 04.4	90 04 07.8	3	9	10	The Pen Southshore Danger Daybeacons (2) 16542.03
PW-21 *	29 38 02.0	90 04 03.2	3	9	10	

* denotes charted private aid location

BOBBY JINDAL
GOVERNOR



STEPHEN CHUSTZ
SECRETARY

State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT

October 29, 2014

Luke Prendergast, Agent for Natural Resources Conservation Service
Coastal Protection & Restoration Authority, New Orleans Regional Office
2045 Lakeshore Dr.
CERM Suite 309
New Orleans, LA 70122

RE: **C20070630 mod 01**, Coastal Zone Consistency
Natural Resources Conservation Service
Direct Federal Action
Place riprap on existing protection structure, South Shore of the Pen Shoreline Protection Project
(CWPPRA BA-41)
Jefferson Parish, Louisiana

Dear Mr. Prendergast:

This office has received the above referenced negative consistency determination, in accordance with Section 307(c) of the Federal Coastal Zone Management Act of 1972, as amended. After careful review we have determined that the project does not demonstrate any reasonably foreseeable effects on coastal uses or resources. Therefore we concur with your negative determination, as described by NOAA regulations on federal consistency at 15 CFR §930.35.

Please refer to the above Consistency number when corresponding on this matter. If you have any questions please call Jeff Harris of the Consistency Section at (225) 342-7949.

Sincerely,


Don Haydel
Administrator
Interagency Affairs/Field Services Division

DH/JDH/cmc

cc: David Butler, LDWF
Jason Smith, Jefferson Parish
Frank Cole, OCM FI

ATTACHMENT VI

OPERATION, MAINTENANCE, AND REHABILITATION BUDGET

Coastal Wetlands Conservation and Restoration Plan
BA-41 South Shore of the Pen - w/ 4th Supplemental Option
PPL11 - Phase II Approval Request 2007

Fully Funded Costs			Total Fully Funded Costs			\$11,956,642			Amortized Costs			\$949,289
Year		Fiscal Year	E&D	Land Rights	Federal S&A	LDNR S&A	Corps Admin	Monitoring	S&I	Contingency	Construction Costs	Total First Cost
Phase I												
5	0.852	2005	\$190,482	\$5,602	\$42,684	\$39,056	\$298	\$0	\$0	\$0	\$0	\$278,122
4	0.907	2006	\$326,540	\$9,603	\$73,173	\$66,953	\$511	\$0	\$0	\$0	\$0	\$476,780
3	0.957	2007	\$326,540	\$9,603	\$73,173	\$66,953	\$511	\$0	\$0	\$0	\$0	\$476,780
2	1.000	2008	\$54,423	\$1,601	\$12,196	\$11,159	\$85	\$0	\$0	\$0	\$0	\$79,463
1	1.025	2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL			\$897,986	\$26,409	\$201,226	\$184,120	\$1,405	\$0	\$0	\$0	\$0	\$1,311,146
Phase II												
2	1.000	2008	\$0	\$0	\$113,332	\$98,957	\$250	\$0	\$190,000	\$348,483	\$1,393,933	\$2,144,956
1	1.025	2009	\$0	\$0	\$232,330	\$202,863	\$513	\$0	\$389,500	\$714,391	\$2,857,563	\$4,397,159
0	1.048	2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
-1	1.070	2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
-2	1.091	2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL			\$0	\$0	\$345,662	\$301,820	\$763	\$0	\$579,500	\$1,062,874	\$4,251,497	\$6,542,115
Total Cost			\$897,986	\$26,409	\$546,888	\$485,940	\$2,168	\$0	\$579,500	\$1,062,874	\$4,251,497	\$7,853,261
Year		FY	Monitoring	I&M & State Insp	Corps Admin	Fed S&A & Insp						
0	1.0476	2010	\$0	\$74,271	\$786	\$5,081						
-1	1.0695	2011	\$0	\$22,354	\$802	\$3,583						
-2	1.0909	2012	\$0	\$2,165,845	\$818	\$40,836						
-3	1.1128	2013	\$0	\$3,227	\$835	\$3,227						
-4	1.1350	2014	\$0	\$3,292	\$851	\$3,292						
-5	1.1577	2015	\$0	\$3,357	\$868	\$3,357						
-6	1.1809	2016	\$0	\$250,214	\$886	\$6,377						
-7	1.2045	2017	\$0	\$3,493	\$903	\$3,493						
-8	1.2286	2018	\$0	\$3,563	\$921	\$3,563						
-9	1.2531	2019	\$0	\$26,191	\$940	\$4,198						
-10	1.2782	2020	\$0	\$3,707	\$959	\$3,707						
-11	1.3038	2021	\$0	\$3,781	\$978	\$3,781						
-12	1.3298	2022	\$0	\$3,857	\$997	\$3,857						
-13	1.3564	2023	\$0	\$1,352,091	\$1,017	\$26,061						
-14	1.3836	2024	\$0	\$4,012	\$1,038	\$4,012						
-15	1.4112	2025	\$0	\$4,093	\$1,058	\$4,093						
-16	1.4395	2026	\$0	\$4,174	\$1,080	\$4,174						
-17	1.4683	2027	\$0	\$4,258	\$1,101	\$4,258						
-18	1.4976	2028	\$0	\$4,343	\$1,123	\$4,343						
-19	1.5276	2029	\$0	\$4,430	\$1,146	\$4,430						
Total			\$0	\$3,944,552	\$19,107	\$139,722						

7/11/2014

ATTACHMENT VII

STRUCTURE OPERATIONS

There are no operable structures in this project.

ATTACHMENT VIII

ANNUAL INSPECTIONS