OPERATION, MAINTENANCE AND REHABILITATION PLAN

BA-27c BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT

PHASE 3 - CONSTRUCTION UNITS No.7 and No.8



May 2022





OPERATION, MAINTENANCE AND REHABILITATION PLAN

FOR THE

BA-27c BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT

PHASE 3 - CONSTRUCTION UNIT No.7 and No.8

May 2022

Prepared by:

Coastal Protection and Restoration Authority

Operations Division

Thibodaux Field Office

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OPERATION, MAINTENANCE, AND REHABILITATION PLAN FOR THE

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT

(BA-27c)

(Construction Units No.7 and No.8)

The Coastal Protection and Restoration Authority (CPRA) and the Natural Resources Conservation Service (NRCS) agree to carry out the terms of this Operation, Maintenance, and Rehabilitation Plan (hereinafter referred to as the "Plan") of the accepted, completed project features in accordance with Phase 3 - Cost Share Cooperative Agreement CWPPRA-00-05, DNR Agreement No. 2511-01-06, dated July 25, 2000 as amended. (Attachment I – Cost Share Agreements).

This plan includes all features of the Barataria Land Bridge Shoreline Protection Project (BA-27c Phase 3 - Construction Units No.7 and No.8). CPRA intends to use this plan to maintain the project in a condition that will generally provide the anticipated benefits on which the project was based. There is no requirement that this project functions to any standard beyond the 20-year project life, except that it is not left as a hazard to navigation or a detriment to the environment.

Construction of the Barataria Land Bridge Shoreline Protection Project (Phase 3 - Construction Units No.7 and No.8) 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. The Barataria Land Bridge Shoreline Protection Project (Phase 3) was approved on the ninth (9th) Priority Project List.

The property associated with the Barataria Land Bridge Shoreline Protection Project (3 - Construction Units No. 7 and 8) is owned by the following landowners:

- 1. La. Delta Farms
- 2. William Mason Heirs
- 3. Goodrich Petroleum
- 4. Douglas Matherne, et. al.

1. <u>PROJECT HISTORY, PURPOSE, DESCRIPTION AND LOCATION</u>

The Barataria Basin Landbridge Shoreline Protection Project (BA-27) area is located within the Barataria Basin, which is bounded on the north and east by the Mississippi River, on the west by Bayou Lafourche, and on the south by the Gulf of Mexico. The upper portion of the Barataria Basin is largely a freshwater-dominated system of natural levee ridges, bald-cypress, water tupelo swamps, and fresh marsh habitats (Monitoring Plan, October 2003). The lower portion of the basin is dominated by marine/tidal processes with barrier islands, saline marsh,

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brackish marshes, tidal channels, and large bays and lakes (Monitoring Plan, October 2003). Historically, a small meandering Bayou Perot, and the longer, narrower Bayou Dupont, Bayou Barataria and Bayou Villars channels provided limited hydrologic connection between the upper and lower basin. The hydrologic connections between the upper and lower basin are much greater today due to the Barataria Waterway, Bayou Segnette Waterway, Harvey Cutoff, and substantial erosion and interior marsh loss along and between the now-enlarged Bayou Perot and Bayou Rigolettes (Monitoring Plan, October 2003). Fortunately, there is still a landmass that extends southwest to northeast across the basin, roughly between Lake Salvador and Little Lake. This landmass can be referred to as the "Barataria Basin Landbridge." The shoreline protection project aims to protect the functional integrity of this critical area of the Barataria Basin (Monitoring Plan, October 2003)

Major factors contributing to the excessive marsh loss in this area included the elimination of overbank flooding of the Mississippi River; closure of Bayou Lafourche at the Mississippi River; dredging of the Gulf Intracoastal Waterway, Barataria Waterway, Harvey Cutoff Canal, and oilfield access channels; physical erosion due to wind, boat wake, and tidal energy, subsidence, and sea level rise (Monitoring Plan, October 2003).

The purpose of the Barataria Landbridge (Construction Unit No.7) Project is to reduce or eliminate shoreline erosion thereby maintaining the hydrologic and ecological integrity of the Barataria Basin (ER Report, K.Belhadjali, K. Balkum). Major factors contributing to erosion and marsh loss is physical erosion due to wind, boat-wake, tidal energy, subsidence and sea level rise.

The project objective for the Barataria Basin Landbridge Project as a whole is to provide 107,500 (now over 117,418) linear feet of shoreline protection to areas along the west and south banks of Bayou Perot, the east and south banks of Bayou Rigolettes, the north and northeast banks of Little Lake, and the east and west banks of the Harvey Cutoff Canal in order to reduce or eliminate shoreline/bankline erosion of the Barataria Basin Landbridge (Monitoring Plan, 2003).

The specific goal of the project is to decrease the mean rate of shoreline/bankline erosion along selected reaches of Bayous Perot and Rigolettes, Little Lake, and Harvey Cutoff. This was accomplished through the use of one or more of the following shoreline protection techniques:

- a) traditional rock dike
- b) traditional rock revetment
- c) rock dike or revetment with encapsulated lightweight aggregate core
- d) pre-stressed concrete pile and panel wall

The Barataria Land Bridge Shoreline Protection Project (BA-27) is located approximately 14 miles south of the town of Lafitte in Jefferson and Lafourche Parishes, Louisiana. Shoreline protection along portions of Bayous Perot and Rigolettes, Little Lake, and Harvey Cutoff

were proposed to reduce or eliminate shoreline erosion thereby helping to maintain the hydrologic and ecological intergrity of the Barataria Basin (LCWCRTF&WCRA 1998).

The Barataria Basin Landbridge Shoreline Protection Project (Phase 3) – Construction Units No.7 and No.8 consist of approximately 21,401 linear feet of rock dike and rock revetment along the north bank of Little Lake and the western shoreline of Bayou Perot. The rock dike and revetment was constructed using a light aggregate core design with a crest elevation of +3.5' NAVD 88 and 3:1 side slopes. Fish dips were also constructed at three (3) locations along Revetment 1 and at two (2) locations along Revetment 2 to allow for marine organism access. A total of seventeen (17) settlement plates were installed throughout the rock revetment segments on all reaches to monitor settlement of the structure and twenty-two (22) warning signs mounted with navigational aids lights were placed along the shoreline to notify boaters of potential hazards. (Attachment II – Project Features Map). A short segment of Revetment 2 (Station 36+00 to Station 40+70 experienced substantial settlement during construction. A repair of this segment was completed in May 2022. The repair consists of layering geotextile fabric, encapsulated lightweight aggregate, a second layer of geotextile fabric, and articulated concrete block mat (5-inch minimum thickness) anchored lakeside and protected side.

This project has a twenty-year (20 year) Project life, which began in February 2017.

2. <u>CONSTRUCTION COMPLETION</u>

The Barataria Land Bridge Shoreline Protection Project (Phase 3 - Construction Unit No.7 and No.8) project completion report is included in Attachment III – (to be included in final version) of this Plan and "As-Built" drawings are included in Attachment IV –(to be included in final version). When available, the Revetment # 2 completion report and As-Built drawing will be added as Attachments III and IV, respectively. Within the Completion Reports is a summary of information and significant events including: project personnel, final as-built project features and benefited acres, construction cost and CWPPRA project estimates, construction oversight costs, construction activities and change orders, pipeline and utility crossings, owner information, and other significant milestone dates and comments. The project as-built drawings contain construction drawings updated with all field changes and modifications that occurred during the construction of the project.

3. <u>PROJECT PERMITS</u>

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 (to be included in final version).

4. ITEMS REQUIRING MAINTENANCE AND REHABILITATION

The following completed structural components / project features jointly accepted by CPRA and NRCS will require operation, maintenance, repair, and / or rehabilitation throughout the twenty (20) year Project Life:

Foreshore Rock Dikes and Rock Revetments– Approximately 21,401 linear feet of Composite Rock/ Light Weight Aggregate Dike and Revetments was constructed above a geotextile fabric to an elevation of 3.5' NAVD, GEOID 99. The crest of the rock revetment was constructed 4.0' wide with 3:1 side slopes. At organism access locations (5 Fish Dips), the top widths of the constructed fish dips were 50', 75, or 100' wide transitioning at 3:1 side slopes to an elevation of 0.8' NAVD, GEOID 99 at the base. The base width of the fish dips ranged between 20', 25' or 50' wide. The Foreshore Rock Dike structures were constructed near archeological sites, in lieu of the Rock Revetment sections to prevent adverse impacts from construction.

Revetment #2 Repair – Approximately 470 feet of Revetment 2 (Station 36+00 to Station 40+70 was repaired May 2022, consisting of layers of geotextile fabric, encapsulated lightweight aggregate, a second layer of geotextile fabric, and articulated concrete block mat (5-inch minimum thickness) anchored lakeside and protected side.

Warning Signs/Navigational Aids – a total of 22 Permanent Warning Signs with Navigational Aid Lights were installed along the length of Construction Units No. 7 and No.8. The 22 - Navigational Aid Lights along Construction Units No.7 and No.8 are currently being inspected and maintained under the State-Wide Inspection, Diagnostic Testing and Maintenance Contract managed by CPRA.

A maximum 60 ft. (bottom width) access channel was excavated to an elevation of -5.5' NAVD Geoid 99 to allow for barges and other equipment to access the site and install the concrete piles walls, rock revetment and rock dikes. Spoil material from dredge operations shall be used for deposit into marsh creation sites. The remaining dredge material shall be temporarily placed adjacent to flotation canal until construction activities were completed. The spoil material was then placed back into the excavation channel.

5. **OPERATION AND MAINTENANCE BUDGET**

The cost associated with the Operations, Maintenance and Rehabilitation of the Barataria Land Bridge Shoreline Protection Project (Phase 3 - Construction Units No.7 and No.8) is included and summarized in Attachment VI (to be included in final version).

6. <u>STRUCTURE OPERATIONS</u>

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

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7. <u>RESPONSIBILITIES – MAINTENANCE AND REHABILITATION</u>

A. CPRA will:

- 1. In accordance with the Cost Sharing Agreement, assume all responsibilities for maintenance and rehabilitation of the accepted and completed project features identified in Section 4.
- 2. Conduct joint site inspections with NRCS of the project site as determined appropriate by the project team (ranging every 1 to 4 years) 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 an assessment of the urgency of such action.
- 3. Perform or have performed any corrective actions needed, if such corrections 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 it appointed representative. At least 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 design 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 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. Provide a total contribution equal to the amount outlined in the Cost Share Agreement for the operation, maintenance and rehabilitation cost needed for the life of the project.

2. NRCS will:

1. Conduct joint inspections with CPRA of the project site as determined appropriate by the project team (ranging every 1 to 4 years) 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 a total contribution equal to the amount outlined in the Cost Share Agreement for operation, maintenance and rehabilitation cost needed for the life of the project.

The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the (BA-27c) Barataria Land Bridge Shoreline Protection Project (Phase 3 – Construction Unit No.7 and No.8) according to this document, referenced Cooperative Agreement, plans, and all applicable permit and laws.

NATURAL RESOURCES CONSERVATION SERVICE

41.10 By: Title: ASSISTENT STATE CONSCIUNTIONIS

____ Date: 1-23-23

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: Onl

Date: 1-17-2023

Title: REGIONAL OPERATIONS MANAGER

ATTACHMENT I

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27c) PHASE 3 – CONSTRUCTION UNIT NO.7 & NO.8

COST SHARE AGREEMENT

NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Approved Format 16A

COST SHARE AGREEMENT

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BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

THE STATE OF LOUISIANA

FOR PLANNING, ENGINEERING AND DESIGN, CONSTRUCTION, OPERATION,

MAINTENANCE, REHABILITATION AND MONITORING OF THE

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3

(XBA-63iii/BA-27c)

THIS AGREEMENT, entered into this	ented by the Natural by and through the S	Resources Conser	vation
referred to as "DNR").		,	(

WITNESSETH, THAT:

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WHEREAS, expenditure of Phase I funding for the Barataria Basin Landbridge Shoreline Protection Project Phase 3 (XBA-63iii/BA-27c) was authorized by the Coastal Wetlands Planning, Protection, and Restoration Act (hereinafter referred to as "CWPPRA") of 1990, 16 U.S.C. Section 3961 *et seq.*, (Public Law 101-646, Title III), and for local sponsorship by the Louisiana Coastal Wetlands Conservation and Restoration Plan, by the State of Louisiana in January 2000; and,

WHEREAS, upon successful completion of Phase I, expenditure of Phase II funding for the Barataria Basin Landbridge Shoreline Protection Project Phase 3 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

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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(s) cost in actual cash and the remaining balance of its share in the form of in-kind contributions; and,

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For the purposes of this Agreement:

a. The term "**Project**" shall mean the work authorized by Congress as specified above for the construction of the XBA-63iii/BA-27c Barataria Basin Landbridge Shoreline Protection Project Phase 3. The XBA-63iii/BA-27 Project is located in Lafourche and Jefferson Parishes. The Project objective is to reduce or eliminate shoreline erosion over a distance of about 41,000 feet in the vicinity of Bayous Perot and Rigolettes and Little Lake.

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 January 11, 2000; and which shall include, but not necessarily be limited to, the following: actual costs of applicable project management, geotechnical investigations, detailed engineering and design; actual construction costs; construction management, supervision and inspection costs; operation costs; monitoring costs; the cost of land rights acquisition, easements, servitudes, rights-of-way; utility and facility alterations or relocations; maintenance; and rehabilitation for the Project.

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 January 11, 2000 and submitted to Congress.

d. The term "**period of construction**" shall mean the time from the advertisement of the first construction contract to the time that the Contracting Officer certifies to DNR that construction of

the entire project is complete. The Contracting Officer shall furnish to DNR copies of the government's written Notice of Acceptance of Complete Work furnished to contractor(s) for all contracts for the Project.

e. The term "Contracting Officer" shall mean the warranted Contracting Officer of NRCS awarding the contract.

f. The term "**relocations**" shall mean the preparation of plans and specifications for, and the accomplishment of any alteration, modification, lowering or raising in place, and/or a new construction related to, but not limited to, existing: buildings, pipelines, public utilities (such as municipal water and sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by 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, and Rehabilitation Plan" shall be a plan jointly developed and approved by NRCS and DNR upon completion of the Project and prior to acceptance by NR of the completed Project or functional portion of the Project. The Operation, Maintenance, and ... chabilitation 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.

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n. The term "operation, maintenance, 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, 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 reparation 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 any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate.

u. The term "**Phase II**" shall mean Construction and the first three (3) years of Postconstruction Biological Monitoring, Operation, Maintenance and Rehabilitation. Construction includes Project Management, Contract Management, Construction Supervision, Inspection, and the Purchase of Real Estate. 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,

mitting 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 longm monitoring requirements. NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Approved Format 16A

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 its engineering representative. Specific engineering services to be provided by DNR may include design surveys, plan preparation, post-construction surveys, etc. All such services will be approved by and subject to the supervision and guidance of 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 Operation, Maintenance, and Rehabilitation Plan with NRCS which will identify specific long-term maintenance, operation, and rehabilitation requirements. Said 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 Operation, Maintenance, and Rehabilitation Plan, according to Article VIII.a.

9. Assume all responsibilities (including engineering, design, and construction services) for operation, maintenance, and rehabilitation 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 5.(k).8 and 5.(k).9, CWPPRA Project Standard Operating Procedures Manual.

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 cost of pre- and post-construction monitoring of the Project upon receipt of the request for reimbursement.

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4. Reimburse DNR using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 for the federal share of the actual costs incurred by DNR for project management, geotechnical and engineering services proved for the Project, permitting coordination, and acquiring all land rights (easements, servitudes, and rights-of-way, including suitable borrow material and disposal areas) as determined by NRCS to be necessary for Project construction, operation, monitoring, maintenance, and rehabilitation.

5. Participate 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 5.(k).8 and 5.(k).9, CWPPRA Standard Operating Procedure.

8. Provide the federal share of costs identified in the Operation, Maintenance, and Rehabilitation 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; and performance of layout, inspection services, and quality assurance during construction. The design report, preliminary and final plans must be reviewed by the DNR Project Manager and concurred upon prior to advertisement.

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

12. Participate, with DNR, in an evaluation within 12 - 18 months following the completion of construction to assess maintenance, operation, and rehabilitation 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-ofway, 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-ofway 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 \$1,040,595.00 and authorized a maximum Phase I cost of \$1,300,744.00 for this particular Project. To meet its share, DNR will contribute, through inkind services or in cash, the non-federal share of the maximum Phase I costs. The maximum amount of DNR's contribution is \$195,112.00. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of \$1,300,744.00 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX. The maximum unount of DNR's required minimum five percent (5%) cash contribution for Phase I is \$65,037.00. 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 January 11, 2000, 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, 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 and rehabilitation of the completed Project, or functional portion of the Project, following the recommendations jointly developed and approved by DNR and NRCS in the Project Operation, Maintenance, and Rehabilitation 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, operating, maintaining, replacing, or rehabilitating 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 vinety (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, operation, maintenance, and rehabilitation 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 'he right to annul this Agreement without liability, or, in its discretion, to add to the Agreement or

onsideration, 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 vork 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

f 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 drologic data collection and analysis, Pre – construction Biological Monitoring, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. The PL 101-646 Task Force estimated Phase I cost for this project at \$1,040,595.00. To provide flexibility in Phase I of the Project, the PL 101-646 Task Force has authorized a maximum Phase I cost of 125% of the estimated Phase I cost or \$1,300,744.00 for this particular Project. This is the total funding and obligation for NRCS and the State until Phase II funding is approved. Any cost in excess of this maximum total Phase I cost is subject to Task Force approval and amendment of this Agreement, as provided in Article XX. The 125% budget for Phase I by funding category includes the following:

1.	E & D (including supervision & administration)	\$1,	183,846.00
2.	Easements and Landrights	\$	95,704.00
3.	Pre – Construction Monitoring	\$	21,194.00

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 125% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. 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 ximum 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 Phase II costs of Construction and the first three (3) years of Post – construction Biological Monitoring, Operation, Maintenance and Rehabilitation. Construction includes Project Management, Contract Management, Construction Supervision, Inspection, and the purchase of real estate.

d. Post – construction Biological Monitoring and Operation, Maintenance and Rehabilitation costs will be funded in accordance with Section 5.(k).12. of the CWPPRA Project Standard Operating Procedures Manual so as to maintain approximately three (3) years of authorized and funded post construction activity. This Agreement will be amended in accordance with the provisions of Article XX to reflect these CWPPRA and State funding obligations as they occur.

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.

NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Approved Format 16A

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3 (XBA-63iii/BA-27c)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\frac{2570}{2570}$, day of $\frac{1000}{2000}$, 2000, before the undersigned witnesses.

USDA NATURAL RESOURCES CONSERVATION SERVICE

BY: <u>//</u>

Donald W. Gohmert State Conservationist

WITNESSES:

.

THE STATE OF LOUISIANA

BY:

Jack C. Caldwell, Secretary Louisiana Department of Natural Resources

WITNESSES:

Q.L.

A P P R O V E D

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CERTIFICATE OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **Barataria Basin Landbridge Shoreline Protection Project Phase 3 (XBA-63iii/BA-27c), Lafourche and Jefferson Parishes,** 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 _____ day of _______,2000.

Warren A. Fleet General Counsel

CERTIFICATION REGARDING LOBBYING

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

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

. .

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

(.) 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: <u>U</u>

JACK CALDWELL, Secretary Department of Natural Resources State of Louisiana

NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Approved Format 16A

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 <u>3rd</u> day of <u>August</u> 2000, personally came and appeared <u>Donald W. Gohmert</u>, to me known, who declared that he is the <u>State Conservationist</u> 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 at deal My commission expires: NTARY (SEAL)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, daly commissioned and qualified in and for said Parish and State aforesaid, on this day of _______, 2000, personally came and appeared Jack <u>C. Caldwell</u>, to me known, who declared that he is the <u>Secretary</u> 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: (SEAL)

NRCS A ement No. CWPPRA-00-05 DNK Agreement No. 2511-01-06 Amendment No. 1

AMENDMENT NO. 1

ΤO

COST SHARING AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

STATE OF LOUISIANA

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

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3

(XBA-63iii/BA-27c)

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 25th day of July, 2000, by and between the J.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, Phase I categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed for Construction Unit 3; and,

WHEREAS, expenditure for Construction Unit 3 of Phase II for the Barataria Basin Landbridge Shoreline Protection Project Phase 3, XBA-63iii/BA-27c, was authorized by the PL 101-646 Task Force January 16, 2002.

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

1. ARTICLE VI – METHOD OF PAYMENT

Paragraph "a." contained in the July 25, 2000 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 \$1,040,595.00 and a Construction Unit 3 - Phase II cost of \$4,386,590.00.

To provide flexibility, the PL 101-646 Task Force has authorized a maximum Phase I cost of \$1,300,744.00 and a maximum Construction Unit 3 - Phase II cost of \$5,483,237.00 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I and Phase II costs. The maximum amount of DNR's contribution for Phase I is \$195,112.00 and for Construction Unit 3 - Phase II is \$822,486.00, the total of which is \$1,017,598.00. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of \$1,300,744.00 or the maximum Construction Unit 3 - Phase II cost of \$5,483,237.00 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The maximum amount of DNR's required minimum five percent (5%) cash contribution for Phase I is \$65,037.00 and Construction Unit 3 - Phase II is \$274,162.00. 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 July 25, 2000 Agreement is deleted in its entirety and the following is substituted therefor:

The PL 101-646 Task Force has financed Phase I at an estimated cost of \$1,040,595.00 "а. and has financed Construction Unit 3 of Phase II at an estimated cost of \$4,386,590.00. Phase I funding , comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding indicated in Amendment No. 1 is comprised of those funds needed for Construction, Post-construction Biological Monitoring, Operation, Maintenance and Rehabilitation and the Purchase of Real Estate of Construction Unit 3. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. To provide flexibility in the funding of the Project, the PL 101-646 Task Force has authorized a maximum Phase I and Construction Unit 3 -Phase II cost of 125% of the estimated Phase I and Construction Unit 3 - Phase II costs or \$1,300,744.00 and \$5,483,237.00 respectively. Any cost in excess of these maximum total Phase I and Construction Unit 3 - Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The 125% budget for each Phase by funding category includes the following:

PHASE I

1.	E&D (including supervision & administration)	\$1,	183,846.00
2.	Easements and Landrights	\$	95,704.00

	DNR Agreement No. 2511-01-06 Amendment No. 1
3. Pre-Construction Monitoring	\$ 21,194.00
Total Phase I	\$1,300,744.00

NRCS *t* ement No. CWPPRA-00-05

Upon execution of Amendment No. 1, both the NRCS and DNR agree that the initial funding obligation for Phase II activities will be provided for Construction Unit 3. This initial funding obligation is 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 of Construction Unit 3.

INITIAL CONSTRUCTION UNIT 3 - PHASE II OBLIGATION

1.	Construction (including Project & construction management and construction supervision & inspection)	\$5,	455,394.00
2.	Easements and Landrights	\$	-0-
3.	Post-construction Monitoring	\$	21,626.00
4.	OMRR&R	\$	4,270.00
5.	U.S. Corps of Engineers Project Management	\$	1,947.00
Total	Initial Construction Unit 3 - Phase II Obligation	\$5,	483,237.00

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 Sections 5.c.(2), 6.a.(4)(a), 6.j.(2) and 6.k. of the CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

eement No. CWPPRA-00-05 NRCS . JDNR Agreement No. 2511-01-06 Amendment No. 1

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3 (XBA-63iii/BA-27c)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on 210th day of <u>Island</u>, 2002, before the undersigned this witnesses.

USDA STATE OF LOUISIANA NATURAL RESOURCES CONSERMATION SERVICE BY: 1 1.00 Donald W. Gohmert Jack C. Caldwell, Secretary State Conservationist

WITNESSES:

Louisiana Department of Natural Resources

WITNESSES:

LCA/BaratariaLBPhase3Const.Unit3.doc

APPFOVED Office of the Governor Office of Contractual Review

DIRECTOR

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

DATE: 2/2/0/02

Jack C. Caldwell, Secretary

Department of Natural Resources State of Louisiana

NRCS A. Jement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Amendment No. 1

CERTIFICATION OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **Barataria Basin Landbridge Shoreline Protection Project Phase 3 (XBA-63iii/BA-27c)**, Lafourche and Jefferson Parishes, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this <u>214</u> day of <u>February</u>, 2002.

Warren A. Fleet General Counsel

NRCS / ement No. CWPPRA-00-05 DN Agreement No. 2511-01-06 Amendment No. 1

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 <u>5</u>th day of <u>March</u>, 2002, 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.

NŎŦARY PUBĽIC My commission expires: (SEAL)

TATE 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 <u>26+</u> day of <u>february</u>, 2002, personally came and appeared Jack C. Caldwell, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted by him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

NOTARY PUBLIC

sea me NRCS / reement No. CWPPRA-00-05 D., Agreement No. 2511-01-06 Amendment No. 2

AMENDMENT NO. 2

TO

COST SHARING AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

STATE OF LOUISIANA

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

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3

(XBA-63iii/BA-27c)

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 25th day of July, 2000, by and between the 3. 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, Phase I categories of E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed for Construction Unit(CU) 4; and,

WHEREAS, expenditure for Phase II costs for the Barataria Basin Landbridge Shoreline Protection Project Phase 3, XBA-63iii/BA-27c, was authorized by the PL 101-646 Task Force as follows:

CU 3 - January 16, 2002 CU 4 - January 16, 2003

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

pæ 6/19/03 AMF SONR

ARTICLE VI – METHOD OF PAYMENT

-

Paragraph "a." of the Agreement as amended by Amendment No. 1 dated February 26, 2002 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 the following costs for this Project:

Phase I	\$1,040,595.00
Phase II – CU 3	\$4,386,590.00
Phase II – CU 4	\$4,825,871.00

To provide flexibility, the PL 101-646 Task Force has authorized the following maximum costs for this particular Project:

Phase I	\$1,300,744.00
Phase $\Pi - CU 3$	\$5,483,237.00
Phase II – CU 4	\$6,032,339.00

To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I and Phase II costs. The maximum amount of DNR's contribution is as follows:

Phase I	\$	195,112.00
Phase $\Pi - CU 3$	\$	822,486.00
Phase $\Pi - CU 4$	<u>\$</u>	904,851.00
Total Maximum Contribution	\$1	,922,449.00

This figure (\$1,922,449.00) is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of \$1,300,744.00, or the maximum Phase II – CU 3 cost of \$5,483,237.00, or the maximum Phase II – CU 4 cost of \$6,032,339.00 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The maximum amount of DNR's required minimum five percent (5%) cash contribution is as follows:

Phase I	\$ 65,037.00
Phase II – CU 3	\$274,162.00
Phase II – CU 4	\$301,617.00

Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS."

2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph "a." of the Agreement as amended by Amendment No. 1 dated February 26, 2002 is deleted in its entirety and the following is substituted therefor:

"a. The PL 101-646 Task Force has financed the XBA-63iii/BA-27c Project at the following estimated costs:

Phase I	\$1,040,595.00
Phase II – CU 3	\$4,386,590.00
Phase II – CU 4	\$4,825,871.00

"hase I funding is comprised of those funds needed for any necessary analysis of environmental Lenefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding indicated in Amendment No. 2 is comprised of those funds needed for Construction, Post-construction Biological Monitoring, Operation, Maintenance and Rehabilitation and the Purchase of Real Estate of CU's 3 and 4. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. To provide flexibility in the funding of the Project, the PL 101-646 Task Force has authorized a maximum Phase I and Phase II – CU's 3 and 4 costs of 125% of the estimated Phase I and Phase II – CU's 3 and 4 costs or \$1,300,744.00, \$5,483,237.00, and \$6,032,339 respectively. Any cost in excess of these maximum total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The 125% budget for each Phase by funding category includes the following:

PHASE I

1.	E&D (including supervision & administration)	\$1	,183,846.00	
2.	Easements and Landrights	\$	95,704.00	
3.	Pre-Construction Monitoring	\$	21,194.00	
Total	Phase I	\$1,	,300,744.00	

Upon execution of Amendment No. 2, both the NRCS and DNR agree that the initial funding obligation for Phase II activities will be provided for CU's 3 and 4. This initial funding obligation is 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 of CU's 3 and 4.

PHASE II - CU 3 OBLIGATION

1.	Construction (including Project & construction manageme and construction supervision & inspection)		455,394.00				
2.	Easements and Landrights	\$	-0-				
3.	Post-construction Monitoring	\$	21,626.00				
4.	OMRR&R	\$	4,270.00				
5.	U.S. Corps of Engineers Project Management	\$	1,947.00				
Total Phase II – CU 3 Obligation \$5,483,237.00							

NRCS reement No. CWPPRA-00-05 Disa Agreement No. 2511-01-06 Amendment No. 2

THASE II - CU 4 OBLIGATION

1.	Construction (including Project & construction manageme and construction supervision & inspection)	nt \$4,825,871.00						
2.	Easements and Landrights	\$	-0-					
3.	Post-construction Monitoring	Acc	counted for in CU 3					
4.	OMRR&R	Acc	ounted for in CU 3					
5.	U.S. Corps of Engineers Project Management	Acc	ounted for in CU 3					
Total Phase II – CU 4 Obligation \$4,825,871.00								

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 Sections 5.c.(2), 6.a.(4)(a), 6.j.(2) and 6.k. of the CWPPRA Project Standard Operating Procedures Manual (Revision 5.0 dated July 16, 2002).

NRCS reement No. CWPPRA-00-05 Disk Agreement No. 2511-01-06 Amendment No. 2

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3 (XBA-63iii/BA-27c)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this ______ day of _______, 2003, before the undersigned witnesses.

USDA NATURAL RESOURCES CONSERVATION SERVICE BY: 190

Donald W. Gohmert State Conservationist

WITNESSES: <u>heref leatters</u> <u>Setty a. Jones</u> Vinberly akafanal

LCA/BaratariaLBPhase3Const.Unit4.doc

STATE OF LOUISIANA

Jack C. Caldwell, Secretary Louisiana Department of Natural Resources

WITNESSES:

Office of Contractual Review

JUN 1 2 2003 Director

CERTIFICATION REGARDING LOBBYING

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

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

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

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

accordingly.

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

DATE: 4-17-03

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

NRCS reement No. CWPPRA-00-05 D. ... Agreement No. 2511-01-06 Amendment No. 2

CERTIFICATION OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **Barataria Basin Landbridge Shoreline Protection Project Phase 3 (XBA-63iii/BA-27c)**, Lafourche and Jefferson Parishes, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this <u>177</u> day of <u>April</u>, 2003.

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Warren A. Fleet General Counsel

NRCS A reement No. CWPPRA-00-05 D₁ Agreement No. 2511-01-06 Amendment No. 2

JTATE OF LOUISIANA PARISH OF RAPIDES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this ______ day of ______, 2003, 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.

NOTARY PUBLIC

My commission expires: ______(SEAL)

TATE OF LOUISIANA . ARISH OF EAST BATON ROUGE

NOTARY PUBLIC My commission expires: (SEAL)

NRCS A reement No. CWPPRA-00-05 D₁ Agreement No. 2511-01-06 Amendment No. 2

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 ______ day of ______, 2003, 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.

NOTARY PUBLIC

My commission expires: ______(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 <u>1</u>, day of <u>1</u>, 2003, personally came and appeared Jack C. Caldwell, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted by him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

NOTARY PUBLIC 1 de 0 My commission expires: (SEAL)

NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Amendment No. 3

AMENDMENT NO. 3

то

COST SHARING AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

STATE OF LOUISIANA

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

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3

(XBA-63iii/BA-27c)

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 25th day of July, 2000, 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,

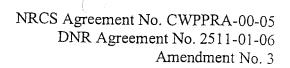
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WITNESSETH THAT:

WHEREAS, Phase I categories fo E&D (including supervision & administration), Easements and Landrights, and, Pre-Construction Monitoring are substantially completed for Construction Unit (CU) 4; and,

WHEREAS, expenditure for Phase II costs for the Barataria Basin Landbridge Shoreline Protection Project Phase 3, XBA-63iii/BA-27c, was authorized by the PL 101-646 Task Force as follows: CU 3 - January 16, 2002 CU 4 - January 16, 2003

NOW THEREFORE, the following Article XIX-PROJECT COST LIMITS, Paragraph "a.", as amended by Amendment No. 2 dated, April 17, 2003, page 4 of 8, is amended as follows:



PHASE II - CU 4 OBLIGATION

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1.	Construction (including Project & construction manageme and construction supervision & inspection)	nent \$6,032,339.00						
2.	Easements and Landrights	\$	-0-					
3.	Post-construction Monitoring	Accou	inted for in CU 3					
4.	OMRR&R	Accou	inted for in CU 3					
5.	U.S. Corps of Engineers Project Management	Accou	nted for in CU 3					
Total	Phase II - CU 4 Obligation	\$6,032	2,339.00					

Funding requirements and obligations for Post-construction Biological Monitoring and OMRR&R costs beyond the initial three (3) years will be in accordance with Sections 5.c.(2), 6.a.(4), 6.j.(2) and 6.k of the CWPPRA Project Standard Operating Procedures Manual (Revision 6.0 dated April 15, 2003)

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3 (XBA-63iii/BA-27c)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this _____ day of ____ ull _____, 2003, before the undersigned witnesses. **USDA** STATE OF LOUISIANA NATURAL RESOURCES **CONSERVATION SERVICE** na BY: **Donald W. Gohmert** Jack C. Caldwell, Secretary State Conservationist Louisiana Department of **Natural Resources** WITNESSES: WITNESSES: Gerrel

APPROVED Office of the Governor Office of Contractual Review

AUG 2 6 200

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

DATE:

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

CERTIFICATION OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the Barataria Basin Landbridge Shoreline Protection Project Phase 3 (XBA-63iii/BA-27c), Lafourche and Jefferson Parishes, Louisiana, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of

Warren A. Fleet General Counsel

STATE OF LOUISIANA PARISH OF RAPIDES

NOTARY PUBLIC My commission expires: (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 <u>23</u> day of <u>July</u>, 2003, personally came and appeared Jack C. Caldwell, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

NOTARY PUBLIC

My commission expires:_ (SEAL)

AMENDMENT NO. 4

TO

COST SHARING AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

STATE OF LOUISIANA

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

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3

(BA-27c)

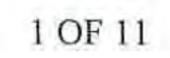
Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 25th day of July, 2000, by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service (hereinafter referred to as "NRCS"), 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, pursuant to La. R.S. 49:214.5.2 A(1), the Coastal Protection and Restoration Authority (CPRA) represents the State of Louisiana's position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal projects and programs, all consistent with the intent as expressed in La. R.S. 49:214.1, and has the power and authority under La. 49:214.5.2 A(7) to enter into any contract with the federal government or any federal agency or any political subdivision of the state or private individual for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching grants in whole or part, which may be necessary;

WHEREAS, Phase I was authorized by the Task Force on January 11, 2000, for a total (125%) cost of \$1,300,744.00;

WHEREAS, Phase II of Construction Unit 3 (CU3) funding history is as follows:



January 2002 -- Task Force approved baseline (100%) total amount of \$7,304,303 December 2002 – Cost increase of \$292,150 (within Task Force allowed 125%) October 2007 – The original approved cost for OMRR&R for CU3 was \$2,842,718. The Task Force reduced the OMRR&R cost for CU3 by \$977,118; resulting in a revised OMRR&R cost for CU3 of \$1,865,600

November 2008 - CU3 construction closeout with excess construction funds moved to contingency; Current Phase II CU3 Total = \$7,304,303 + \$292,150 - \$977,118 = \$6,619,335

WHEREAS, Phase II of CU4 funding history is as follows:

January 2003 -- Task Force approved baseline (100%) total amount of \$6,567,873 July 2003 – Cost increase of \$1,206,468 (within Task Force allowed 125%) October 2007 -- The original approved cost for OMRR & R for CU 4 was \$1,742,002. The Task Force reduced the OMRR&R cost for CU4 by \$1,092,502; resulting in a revised OMRR&R cost for CU4 of \$649,500

Current Phase II CU4 Total = \$6,567,873+ \$1,206,468 - \$1,092,502= \$6,681,839

WHEREAS, Phase II of CU7 funding history is as follows: June 2009 -- Task Force approved total amount of \$11,130,975;

WHEREAS, CPRA and NRCS now agree to revise the Project Cost Limits so as to account for all cost changes described above and to include the approved total Phase I funds of 1,300,744.00 and approved total Phase II funds for CU3, CU4, and CU7 of \$24,432,189.00 for a project grand total of \$25,732,933.00 as a result of this amendment;

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

1. ARTICLE VI - METHOD OF PAYMENT

Paragraph "a." of the Agreement as amended by Amendment No. 2, dated April 17, 2003 is deleted in its entirety and the following is substituted therefor:

"a. CPRA shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has financed Phase I at an estimated cost of \$1,300,744.00; CU3 Phase II at an estimated cost of \$6,619,335; CU4 Phase II at an estimated cost of \$6,681,839.00; and CU7 Phase II at an estimated cost of \$11,130,975. The total for Phase II CU3, CU4, and CU7 are estimated at \$24,432,189. The grand total for Phase I and II are estimated at \$25,732,933. 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 \$195,112.00 and for Phase II is \$3,664,828.00, the total of which is \$3,859,940.00. 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 \$1,300,744.00 or the Phase II cost of \$24,432,189.00 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 \$65,037.00 and for Phase II is \$1,221,609.00 for a total of \$1,286,646. Funding methods and limits of obligations are specified in Article XIX - Project Cost Limits."

2 OF 11

2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph "a." of the Agreement as amended by Amendment No 2, dated April 17, 2003, and by Amendment No. 3 dated July 23, 2003 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 \$1,300,744.00; CU3 Phase II at an estimated cost of \$6,619,375; CU4 Phase II at an estimated cost of \$6,681,839.00; and CU7 Phase II at an estimated cost of \$11,130,975.

Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, Post-construction Biological Monitoring, Operation, Maintenance and Rehabilitation and the Purchase of Real Estate of construction units 3, 4, and 7. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of these maximum total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The maximum budget for each Phase by funding category includes the following:

PHASE I

1.	E&D (including supervision & administration, Corps)	\$1,	,182,873.00	
2.	Easements and Landrights	\$	95,704.00	
3,	Pre-Construction Monitoring	\$	16,955.00	
4.	U.S. Corps of Engineers Project Mgt.	\$	973.00	
5.	Contingency	\$	4,239.00	
Tota	Fotal Phase I		,300,744.00	

Upon execution of Amendment No. 4, both the NRCS and CPRA agree that the total funding obligation for Phase II activities will be provided for Construction Units 3, 4, and 7. This funding obligation is for Construction, Post-construction Biological Monitoring, Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R), and the Purchase of Real Estate of CU's 3, 4, and 7.

3 OF 11

PHASE II

1.

Construction (including Project & construction management and construction supervision & inspection)

Construction Unit 3

\$3,154,185.00

\$6,032,339.00 \$8,474,667.00

- 2. Easements and Landrights (all CUs)
- 3. Post-construction Monitoring (all CUs)
- OMRR&R 4. **Construction Unit 3 Construction Unit 4** Construction Unit 7

Construction Unit 4

Construction Unit 7

- 5. U.S. Corps of Engineers Project Mgt. (all CUs) (Construction + Long Term)
- 6. Contingency

Total Phase II

\$ -0-79,481.00 \$ \$1,865,600.00 \$ 649,500.00 \$2,620,828.00 \$ 55,633.00 \$1,499,956.00 \$24,432,189.00"

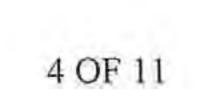
3. ARTICLE XIX - PROJECT COST LIMITS

Paragraph "b." of the Agreement is deleted in its entirety and the following is substituted therefore:

If, at any time during the performance of work for a particular funding category, the "Ъ. actual or anticipated cost of that category exceeds the 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. NRCS and CPRA may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase I or Phase II costs exceeding the maximum total Phase I or Phase II 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 CPRA Chairman. Work on that particular funding category shall thereafter resume."

4. ARTICLE XIX - PROJECT COST LIMITS

Paragraphs "c." and "d." of the Agreement are deleted in their entirety.



BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3 (BA-27c)

USDA NATURAL RESOURCES CONSERVATION SERVICE

STATE OF LOUISIANA Coastal Protection and Restoration Authority of Louisiana

BY:

Kevin D. Norton State Conservationist Garret Graves, Chairman Coastal Protection and Restoration Authority of Louisiana

WITNESSES: Sign NAWay CVICENNIK Print Name Sign Print Name

WITNESSES:

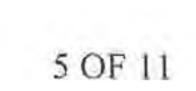
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Sign Rugs

Print Name

Print Name

Tichene Klecker Sign



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

DATE: 19 November 2009

Graves. Chairman

Coastal Protection and Restoration Authority of Louisiana

6 OF 11

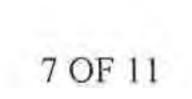
CERTIFICATION OF AUTHORITY

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 Barataria Basin Shoreline Protection Project Phase 3 (BA-27c), Jefferson and Lafourche Parishes, Louisiana, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this day of 2009.

Annl

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



CERTIFICATION OF AUTHORITY

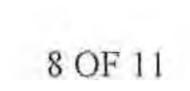
I, Clifton O. Bingham, Jr., do hereby certify that I am the General Counsel of the Governor's Office of Coastal Activities and that the Coastal Protection and Restoration Authority of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the Barataria Basin Shoreline Protection Project Phase 3 (BA-27c), Jefferson and Lafourche Parishes, Louisiana, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2009.

necessary see 7 of 11

. . . .

Clifton O. Bingham, Jr. General Counsel Governor's Office of Coastal Activities

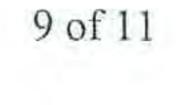


NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Amendment No. 4

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 <u>140</u> day of <u>Docomber</u>, 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.

NO 66514 My commission expires: with (SEAL)



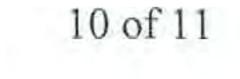
NRCS Agreement No. CWPPRA-00-05 DNR Agreement No. 2511-01-06 Amendment No. 4

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 <u>1944</u> day of <u>November</u>, 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 (sign) 12m Print Name

205 Notary or Bar Roll No. My commission expires:_ WI (SEAL)



PROJECT (BA-27c)

ESTIMATES	PHASE II	CU3+CU4+CU5					and and	303,323	162,151		-	3,219	52,414	15,355,372	230,227	3,110,074		•		79,481	4,968,262	167,666	24.432.189	
CURRENT TOTAL ESTIMATES	PHASEI				865.407	96 704	tories	246,053	71,414		826		•			4,239	-	16,955	•	,		t	1.300.744	
				1				2	F	1	-	10	10		2	-					N			
	CU 7	Orig Baseline /	Current Fetimate	60-unr				100,962	133,771			2,245	33,235	6,440,469	189,347	1,610,118					2,453,162	167,666	11 130 975	infantit's
		Revised	Estimate Sen-07	21			diama.	105,739						5,885,720	40,880						649,500		6 681 839	- mailtania
	CU 4	Revised	Estimate	41			100.000	105,739						5,885,720	40,880						1,742,002		7 774 341	I mother if a
PHASE II		Original	Baseline	(100% Level)				84,591						4,708,576	32,704						1,742,002	440.00	C 607 873	C'10' 10C'0
PHA		Current	Estimate	3/				96,622	28,380			974	19,179	3,029,183		1,499,956				79,481	1,865,600		0 640 576	0,013,3/0
		Revised	Estimate	21				96,622	28,380			974	19,179	3,596,591	33,400	899,148				79,481	1.865,600			6,613,3/5
	CU 3	Revised	Estimate	1/				96,622	28,380			974	19,179	3,596,591	33,400	899,148				79,481	2.842.718			7,596,493
		Original	Baseline	(100% Level)				96,622	28,380			974	19,179	3,362,871	33.400	840,718				79.481	2 842 718			7,304,343
		Current	Estimate	Jan-00 (125% Level)		865,407	95,704	246,053	71,414		973					4.239		16.955						1,300,744
PHASE		Original	Baseline	Jan-00 (100% Level)		692,131	76,563	196,842	57,131	E	873							16 955	1					1,040,595

BARARTARIA LANDBRIDGE SHORELINE PROTECTION FUNDING HISTORY

END.	2009
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Construction and contingency increase within 125%; no Task Force Approval required.
 Reduction in O&M estimate based updated O&M Adjustment Template. Revised O&M = \$1865,600 for CU 3 and \$649,500 for CU 4.
 CU 3 construction closeout; excess construction funds moved to contingency.
 Construction, S&A, and S&I increase to 125%; no Task Force Approval required.

11 of 11

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Engr & Des	Lands	DNR S&A	COE Proj Mgmt	Phase I	Ph II Const Phase	Ph II Long Term	Const Contract	Const S&I	Contingency	Manitoring	Phase I	Ph II Const Phase	Ph II Long Term	O & M - State	O& M - Fed
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BOBBY JINDAL GOVERNOR



ROBERT D. HARPER SECRET'ARY

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

November 17, 2010

Mr. Aaron Ramsey, Contract Specialist **USDA-NRCS** 3737 Government Street Alexandria, LA 71302

"Barataria Basin Landbridge Shoreline Protection Project Phase 3" RE: NRCS Agreement No. CMPPRA.00-005 DNR No. 2511-01-06

Dear Mr. Ramsey:

Enclosed is an executed copy of the above mentioned project, reflecting the approval of the Louisiana Division of Administration's Office of Contractual Review.

If you have any questions, please contact Julia Raiford at 225-342-4566.

Sincerely,

Parford

Julia Raiford **Contracts & Grants Supervisor**

JR/rh

ismail Merhi, OCPR С: Michelle Klecker, OCPR Gwen Thomas, Fiscal Gay Browning, NODCOE

Contracts and Grants Division Post Office Box 94396 • Baton Rouge, Louisiana 70804-9396 • 617 North Third Street • 12th Floor • Baton Rouge, Louisiana 70802 (225) 342-4513 • Fax (225) 342-8700 • http://www.dnr.state.la.us An Equal Opportunity Employer

AMENDMENT NO. 5

NRCS COPY

735-100277

TO

COST SHARING AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

STATE OF LOUISIANA

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

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3

(BA-27c)

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 25th day of July, 2000, 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, pursuant to La. R.S. 214.5.2(A)(1), Coastal Protection and Restoration Authority of Louisiana (hereinafter referred to as CPRA) represents the State of Louisiana's position in policy implementation relative to the protection, conservation, enhancement and restoration of the coastal area of the state through oversight of integrate coastal projects and programs, consistent with the intent as expressed in La. R.S. 49:214.1, and has the power and authority under La. R.S. 49:214.5.2 (A)(7) to enter into any contract with the federal government or any federal agency or any political subdivision of the state or private individual for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching grants in whole or part, which may be necessary;

WHEREAS, Phase I was authorized by the Task Force on January 11, 2000, for a total (125%) cost of \$1,300,744.00;

WHEREAS, Phase II of Construction Unit 3 (CU3) funding history is as follows: January 2002 -- Task Force approved baseline (100%) total amount of \$7,304,343
December 2002 -- Cost increase of \$292,150 (within Task Force allowed 125%)
October 2007 -- The original approved cost for OMRR&R for CU3 was \$2,842,718. The Task Force reduced the OMRR&R cost for CU3 by \$977,118; resulting in a revised OMRR&R cost for CU3 of \$1,865,600

November 2008 – CU3 construction closeout with excess construction funds moved to contingency; Current Phase II CU3 Total = \$7,304,343 + \$292,150 – \$977,118 = \$6,619,375

WHEREAS, Phase II of CU4 funding history is as follows:

January 2003 – Task Force approved baseline (100%) total amount of \$6,567,873 July 2003 – Cost increase of \$1,206,468 (within Task Force allowed 125%)

October 2007 -- The original approved cost for OMRR & R for CU 4 was \$1,742,002. The Task Force reduced the OMRR&R cost for CU4 by \$1,092,502; resulting in a revised OMRR&R cost for CU4 of \$649,000

Current Phase II CU4 Total = \$6,567,873+ \$1,206,468 - \$1,092,502= \$6,681,839

WHEREAS, Phase II of CU7 funding history is as follows:

June 2009 -- Task Force approved total amount of \$11,130,975;

WHEREAS, Phase II of CU8 funding history is as follows:

January 20, 2010 – Task Force approved total amount of \$20,498,664;

WHEREAS, CPRA and NRCS now agree to revise the Project Cost Limits so as to account for all cost changes described above and to include the approved total Phase I funds of 1,300,744.00 and approved total Phase II funds for CU3, CU4, CU7 and CU8 of \$44,930,853.00 for a project grand total of \$46,231,597.00 as a result of this amendment;

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

1. ARTICLE VI – METHOD OF PAYMENT

Paragraph "a." of the Agreement as amended by Amendment No. 2, dated April 17, 2003, and by Amendment No. 4 dated December 7, 2009, is deleted in its entirety and the following is substituted therefor:

"a. CPRA shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has financed Phase I at an estimated cost of \$1,300,744.00; CU3 Phase II at an estimated cost of \$6,619,375; CU4 Phase II at an estimated cost of \$6,681,839.00; CU7 Phase II at an estimated cost of \$11,130,975.00; and CU8 Phase II at an estimated cost of \$20,498,664.00. The total for Phase II CU3, CU4, CU7 and CU8 are estimated at \$44,930,853.00. The grand total for Phase I and II are estimated at \$46,231,597.00. 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 \$195,112.00 and for Phase II is \$6,739,628.00, the total of which is \$6,934,740.00. 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 \$1,300,744.00 or the Phase II cost of \$44,930,853.00 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 \$65,037.00 and for Phase II is \$2,246,543.00 for a total of \$2,311,580.00. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits."

2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph "a." of the Agreement as amended by Amendment No 2, dated April 17, 2003, Amendment No. 3 dated July 23, 2003, and by Amendment No. 4 dated December 7, 2009, 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 \$1,300,744.00; CU3 Phase II at an estimated cost of \$6,619,375.00; CU4 Phase II at an estimated cost of \$6,681,839.00; CU7 Phase II at an estimated cost of \$11,130,975.00; and CU8 Phase II at an estimated cost of \$20,498,664.00.

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, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, Post-construction Biological Monitoring, Operation, Maintenance and Rehabilitation and the Purchase of Real Estate of construction units 3, 4, 7 and 8. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. Any cost in excess of these maximum total Phase I and Phase II costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The maximum budget for each Phase by funding category includes the following:

PHASE I

1.	E&D (including supervision & administration, Corps)	\$1,	182,873.00			
2.	Easements and Landrights	\$	95,704.00			
3.	Pre-Construction Monitoring	\$	16,955.00			
4.	U.S. Corps of Engineers Project Mgt.	\$	973.00			
5.	Contingency	\$	4,239.00			
Total Phase I		\$1,300,744.00				

Upon execution of Amendment No. 5, both the NRCS and CPRA agree that the total funding obligation for Phase II activities will be provided for Construction Units 3, 4, 7 and 8. This funding obligation is

for Construction, Post-construction Biological Monitoring, Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R), and the Purchase of Real Estate of CU's 3, 4, 7 and 8.

PHASE II

1.	Construction (including Project & construction manag and construction supervision & inspection)	ement
	Construction Unit 3	\$ 3,154,185.00
	Construction Unit 4	\$ 6,032,339.00
	Construction Unit 7	\$ 8,474,667.00
	Construction Unit 8	\$16,622,910.00
2.	Easements and Landrights (all CUs)	\$ -0-
3.	Post-construction Monitoring (all CUs)	\$ 116,565.00
4.	OMRR&R ·	
	Construction Unit 3	\$ 1,865,600.00
	Construction Unit 4	\$ 649,500.00
	Construction Unit 7	\$ 2,620,828.00
	Construction Unit 8	\$ 3,836,504.00
5.	U.S. Corps of Engineers Project Mgt. (all CUs)	
	(Construction + Long Term)	\$ 57,799.00
6,	Contingency	\$ 1,499,956.00
Tota	1 Phase II	\$44,930,853.00"

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 100% cost of that particular funding category as set forth in Article XIX.a. of this Agreement, all work in that particular category shall cease. NRCS and CPRA may agree to increase the cost of completing that particular category by transferring funds from one category to the other, but only if such increase would not result in the total Phase I or Phase II costs exceeding the maximum total Phase I or Phase II 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 CPRA Chairman. Work on that particular funding category shall thereafter resume..

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 3 (BA-27c)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on this 154h day of October , 2010, before the undersigned witnesses.

USDA NATURAL RESOURCES CONSERVATION SERVICE

BY:

Kevin D. Norton State Conservationist STATE OF LOUISIANA **Coastal Protection and Restoration** Authority of Louisiana

Garret Graves, Chairman **Coastal Protection and Restoration** Authority of Louisiana

WITNESSES:

S Heia

Print Name

NRCS COPY Program Manager Approval

Signature

Print Name

Print Name

Sign

Sign

WITNESSES:

APPROVED Office of the Governor

NOV 09 2010

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

8/20/10 DATE:

Garret Graves, Chairman Coastal Protection and Restoration Authority of Louisiana

6 OF 9

CERTIFICATION OF AUTHORITY

I, Clifton O. Bingham, Jr., do hereby certify that I am the General Counsel of the Governor's Office of Coastal Activities and 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 Barataria Basin Shoreline Protection Project Phase 3 (BA-27c), Jefferson and Lafourche Parishes, Louisiana, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

 \mathcal{A}_{uqust} IN WITNESS WHEREOF, I have made and executed this certification this \mathcal{ZOH} day of , 2010.

Clifton O. Bingham, J

General Counsel Governor's Office of Coastal Activities

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 <u>15+k</u> day of <u>0c+ober</u>, 2010, 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.

Cheryl Turbeville # 66514

My commission expires: (SEAL)

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

W

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this <u>2046</u> day of <u>17465465</u>, 2010, 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.

ARY PUBLIC gn) Print Name

03052 Notary or Bar Roll No.

My commission expires:_ (SEAL)



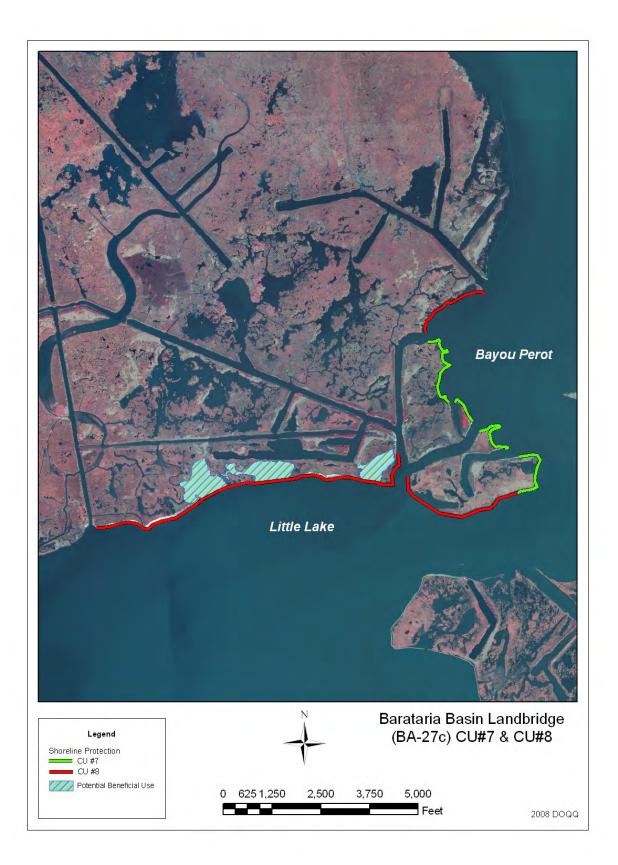
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ATTACHMENT II

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27c) PHASE 3 – CONSTRUCTION UNIT NO.7 & NO.8

PROJECT FEATURES



ATTACHMENT III

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27c) PHASE 3 – CONSTRUCTION UNIT NO.7 & NO.8

PROJECT COMPLETION REPORT

PL-646 CWPPRA PROJECT COMPLETION REPORT

PROJECT NAME	Barataria Basin Landbridge Project CU #7 & 8				
CWPPRA/STATE PROJECT NO		BA-27c			
Report Date <u>September 14, 2020</u>	By: <u>Natural Res</u>	ources Conservation Service			
1. Project Personnel					
CPRA Project Manager	Dustin White	(225) 342-4512			
CPRA Construction Project Mgr	Brian Babin	(985) 447-0956			
CPRA Monitoring Manager	Melissa Hymel	(504) 280-4074			
Federal Agency Project Manager	Quin Kinler	(225) 665-4253			
Federal Agency Contracting Officer	Vicki Supler	(337) 291-3142			
Federal Agency COR	Dale Garber	(337) 783-2061			
A/E Inspector (ECM)	Craig Taylor	(337)288-8991			
A/E Inspector (ECM)	Emilio Rodriguez	(504) 427-1848			
A/E Inspector (ECM)	Benjamin Dow	(504) 654-9662			
A/E Inspector (ECM)	Chris Capretto	(504) 885-4080			

2. Project Location & Description

The Barataria Basin Landbridge Shoreline Protection (BA-27) Project is located approximately 14 miles south of the town of Lafitte in Jefferson and Lafourche Parishes, Louisiana and is separated into eight (8) construction units (CU's). This contract included all of CU #7 and CU #8 and is a part of the project that has been identified as BA-27c. BA-27c also included CU#3 and a portion of CU#4.

CU #7 includes approximately 8,000 linear feet of rock revetment along the southwestern bank of Bayou Perot beginning near the entrance of the channel connecting Bayou Perot to Little Lake northward to an existing oilfield location canal along the west bank of Bayou Perot.

CU #8 consists of approximately 12,000 linear feet of rock revetment and 2,800 linear feet of rock dikes along the north bank of Little Lake and the north bank of the channel connecting Bayou Perot to Little Lake.

3. Final Constructed Features

- 21,401 LF of Composite Rock/Light Weight Aggregate Dike and Revetments constructed in 7 separate reaches for Shoreline Protection.
- 5 Fish Dips for fisheries access/egress.
- 22 Permanent Warning Signs with lights per USCG requirements
- 17 Settlement Plates were installed within the Dikes and Revetments for monitoring purposes during and after construction.

4. Task Force Funding Approval

	Project Cost Estimates
Construction	\$ 13,566,230.00 (approved CU7&8 only)
E & D	\$ 1,654,705.00 (actual; includes CU3)
Landrights	\$ 95,704.00 (actual; includes CU3)
Monitoring	\$ 37,084.00 (approved CU8 only)
O&M	\$ 6,490,567.00 (approved CU7&8 only)
Total	\$ 21,844,290.00 (see above notes)

5. Items of Work, Amendments, & Contract Modifications

				Gov't Estimate		Original Award		Final Amount		
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	LS	\$650,000.00	\$650,000.00	\$1,317,600.00	\$1,317,600.00	1	\$1,412,979.83	-7.24%
2	Contractor Quality Control	1	LS	\$835,000.00	\$835,000.00	\$175,000.00	\$175,000.00	1	\$185,984.86	-6.28%
3	Construction Surveys	1	LS	\$785,000.00	\$785,000.00	\$203,500.00	\$203,500.00	1	\$218,580.00	-7.41%
4	Excavation, Flotation Access Dredging	1	LS	\$1,850,000.00	\$1,850,000.00	\$1,152,000.00	\$1,152,000.00	1	\$1,104,537.60	4.12%
5	Lightweight Aggregate, Encapsulated	28,722	CY	\$140.00	\$4,021,080.00	\$100.00	\$2,872,200.00	18,548	\$1,958,854.28	31.80%
6	Geotextile	123,000	SY	\$8.85	\$1,088,550.00	\$10.25	\$1,260,750.00	103,909	\$1,065,065.83	15.52%
7	Rock Riprap	124,000	Tons	\$66.00	\$8,184,000.00	\$51.25	\$6,355,000.00	134,784	\$6,907,680.00	-8.70%
8	Identification Markers or Plaques, Lighted Permanent Warning Signs	21	EA	\$4,800.00	\$100,800.00	\$3,630.00	\$76,230.00	21	\$76,230.00	0.00%
	Identification Markers or Plaques, Lighted Permanent Warning Signs (ADDED)	-		\$0.00	\$0.00	\$0.00	\$0.00	1	\$3,130.00	
9	Identification Markers or Plaques, Lighted Temporary Warning Signs	6	EA	\$4,500.00	\$27,000.00	\$4,015.00	\$24,090.00	5	\$20,075.00	16.67%
10	Identification Markers or Plaques, Lighted Warning Bouys	38	EA	\$2,850.00	\$108,300.00	\$2,800.00	\$106,400.00	39	\$109,200.00	-2.63%
11	Metal Fabrication, Settlement Plates	17	EA	\$3,150.00	\$53,550.00	\$1,380.00	\$23,460.00	17	\$23,460.00	0.00%
11a	Settlement Plate Extensions (ADDED)	-		\$0.00	\$0.00	\$0.00	\$0.00	1	\$1,000.00	
		Total Esti	mate	\$17,703	3,280.00	\$13,56	6,230.00	\$13,086,777.40		

Amendments								
A1 This amendment provided questions and answe	A1 This amendment provided questions and answers as well as the site showing sign in sheet.							
Drawing Sheets Modified:								
Specifications Modified:								
Performance Time Changes: 0								
Date Executed: February 13, 20	February 13, 2015							
Modified Contract End Date: December 5, 20	16							
The following items where changed on the Bid Schedule:								
	Quantity	Unit	Unit Price	Total Cost				
				\$0.00				
Total Amendment #1								
		Co	ntract Amount	\$13,566,230.00				

A2 This amendment correcte	d the cutoff date for reciept of questi	ons.			
Drawing Sheets Modified:					
Specifications Modified:					
Performance Time Changes:	0				
Date Executed:	February 17, 2015				
Modified Contract End Date:	December 5, 2016				
The following items where changed	on the Bid Schedule:				
		Quantity	Unit	Unit Price	Total Cost
					\$0.00
			Tota	l Amendment #2	\$0.00
			Co	ntract Amount	\$13,566,230.00

A3 This amendment provided qu	A3 This amendment provided questions and answers as well as several changes to the specifications due to the questions received.						
Drawing Sheets Modified:	Drawing Sheets Modified: 4, 8, 11-23, and 26-29						
Specifications Modified:	Special Provisions						
	CS 3 - Structure Removal						
	CS 7 - Construction Surveys						
	CS 95 - Geotextile						
	MS 592 - Geotextile						
Performance Time Changes:	0						
Date Executed:	February 20, 2015						
Modified Contract End Date:	December 5, 2016						
The following items where changed on t	he Bid Schedule:						
		Quantity	Unit	Unit Price	Total Cost		
					\$0.00		
			Total Amendment #3		\$0.00		
			Co	ntract Amount	\$13,566,230.00		

	Ν	Aodifications			
	ided the new alignment as a result of nt 2 between 49+00 and 55+00 due t		pre-construction	on surveys. Modify CS 25	- Rockfill to remove
Drawing Sheets Modified:	3, 4A3, 5-7, 8A3, 9-10, 11A3	3-22A3, 24, 25, 2	26A3-29A3, ai	nd 30	
Specifications Modified:	CS 25 - Rockfill				
Performance Time Changes:	0				
Date Executed: August 20, 2015					
Modified Contract End Date:	December 5, 2016				
The following items where change	ed on the Bid Schedule:				
		Quantity	Unit	Unit Price	Total Cost
5 Lightweight Aggregate,	Encapsulated	-2122	CY	\$100.00	(\$212,200.00)
6 Geotextile		-5000	EA	\$10.25	(\$51,250.00)
7 Rock Riprap	7 Rock Riprap 18500				\$948,125.00
			Tota	Modification #1	\$684,675.00
			Co	ntract Amount	\$14,250,905.00

M2		lditional temporary lighted warning buoy at the end of Revetment #1 and to modify CS 7 - Construction Surveys					
	to allow for payment of the pr	reconstruction and magnetometer	surveys after	submittal of pa	id invoices.		
Drawing	awing Sheets Modified: 6M1 and 30M1						
Specification	tions Modified:	CS 7 - Construction Surveys					
Performa	unce Time Changes:	0					
Date Exe	cuted:	November 9, 2015					
Modified	Contract End Date:	December 5, 2016					
The follo	wing items where changed on the	he Bid Schedule:					
			Quantity	Unit	Unit Price	Total Cost	
10	Identification Markers or Plaq	ues, Lighted Warning Bouys	1	EA	\$2,800.00	\$2,800.00	
	Total Modification #2 \$2,800.00						
	Contract Amount \$14,253,705.00					\$14,253,705.00	

M3 This change order remove	ed the angle of friction testing of the I	LWA.			
Drawing Sheets Modified:	None				
Specifications Modified:	CS 25 - Rockfill				
Performance Time Changes:	0				
Date Executed:	December 1, 2015				
Modified Contract End Date:	December 5, 2016				
The following items where changed	on the Bid Schedule:				
		Quantity	Unit	Unit Price	Total Cost
5 Lightweight Aggregate, Er	ncapsulated	26,600	CY	(\$0.79)	(\$21,014.00)
		Total Modification #3		-\$21,014.00	
			Co	ntract Amount	\$14,232,691.00

				Co	ntract Amount	\$14,228,676,00
				Total	Modification #4	-\$4,015.00
9 Identification Markers or Pla Warning Signs		kers or Plaques, Lighted Temporary (1)		EA	\$4,015.00	(\$4,015.00)
			Quantity	Unit	Unit Price	Total Cost
The follo	wing items where changed	on the Bid Schedule:				
Modified	Contract End Date:	December 5, 2016				
Date Exe	cuted:	March 18, 2016				
Performa	nce Time Changes:	0				
		CS 8 - Mobilization and Dem	obilization			
Specifica	tions Modified:	Special Provisions				
Drawing	Sheets Modified:	2, 3M1, 8M1, 17M1, 25M1,	26M1, 30M1, an	nd 31		
	access and revetment con	ntinuous over these gaps.				
M4	pipelines along Revetmer	nt #2, remove the perpendicular acce	ess channel at thi	s location, rem	ove TS-3 temporary sigr	n, and to make the flotation
	This change order correc	ted the dimensions of the permanen	t lighted warning	sign bracing sl	nown on the plans, remo-	ve the 2 gaps at the Hilcorp

M5 This change order changed th	M5 This change order changed the fund codes due to the expiration of MIPR #W42HEM11119947. The new MIPR is W42HEM60707778.						
Drawing Sheets Modified:	None						
Specifications Modified:	None						
Performance Time Changes:	0						
Date Executed:	May 3, 2016						
Modified Contract End Date:	December 5, 2016						
The following items where changed on t	he Bid Schedule:						
		Quantity	Unit	Unit Price	Total Cost		
					\$0.00		
Total Modification #5 \$0.00							
Contract Amount \$14,228,676.00							

M6	This change order added	an extended section of revetment	on Revetment #2 t	to tie into the ex	xisting marsh better.	
Drawing	g Sheets Modified:	3M4, 7M1, 18M1				
Specific	ations Modified:	CS 25 - Rockfill				
Perform	ance Time Changes:	7				
Date Ex	ecuted:	August 5, 2016				
Modifie	d Contract End Date:	December 12, 2016				
The foll	owing items where changed	on the Bid Schedule:				
			Quantity	Unit	Unit Price	Total Cost
1	Mob/Demob		1	LS	\$17,189.13	\$17,189.13
2	Contractor QC		1	LS	\$6,659.00	\$6,659.00
3	Construction Surveys		1	LS	\$10,507.00	\$10,507.00
5	LWA		220	CY	\$99.21	\$21,826.20
6	Geotextile		2300	SY	\$10.25	\$23,575.00
7	Rock Riprap		2600	TN	\$51.25	\$133,250.00
				Total	Modification #6	\$213,006.33
				Con	tract Amount	\$14,441,682.33

	This change order reduced the quantity for Bid Item 5, Lightweight Aggregate, Encapsulated with a price adjustment for excess geotextile bags,							
	added an additional Lighted Permanent Warning Sign, Bid Item 8a, with a price reduction for not meeting treatment specifications, compensate							
M7								
1417			ed the Contractor for additional time needed for the 90-day waiting period between lifts of riprap, and reduced					
	the contract amount for Bid Item 4, Excavation, Flotation Access Dredging based on as-builts showing 2,550 LF was not back filled adequat							
Drawing	Sheets Modified:	None						
Specifica	tions Modified:	None						
Performa	nce Time Changes:	56						
Date Exe	cuted:	June 7, 2017						
Modified	Contract End Date:	February 6, 2017						
The follo	wing items where changed of	on the Bid Schedule:						
			Quantity	Unit	Unit Price	Total Cost		
1	Mobilization and Demobil	ization	1	LS	\$78,190.70	\$78,190.70		
2	Contractor Quality Control	1	1	LS	\$4,325.86	\$4,325.86		
3	Construction Surveys		1	LS	\$4,573.00	\$4,573.00		
4	Excavation, Flotation Acc	ess Dredging	1	LS	(\$47,462.40)	(\$47,462.40)		
5	5 Lightweight Aggregate, Encapsulated 1 LS		LS	(\$701,957.92)	(\$701,957.92)			
8a	Lighted Permanent Warnir	g Signs (NEW)	1	EA	\$3,130.00	\$3,130.00		
11a	Settlement Plate Extension	n (NEW)	1	LS	\$1,000.00	\$1,000.00		
	Total Modification #7 -\$658,200.76							
				Co	ontract Amount	\$13,783,481.57		

M8 Contract close out - update ba	based on final quantities				
Drawing Sheets Modified:	Drawing Sheets Modified: None				
Specifications Modified:	Specifications Modified: None				
Performance Time Changes: 0					
Date Executed:					
Modified Contract End Date: February 6, 2017					
The following items where changed on the	ne Bid Schedule:				
	Quantity			Unit Price	Total Cost
6 Geotextile		-16391.14	SY	\$10.25	(\$168,009.19)
7 Rock Riprap		-10316	TON	\$51.25	(\$528,695.00)
		Tota	Modification #8	-\$696,704.19	
			Co	ntract Amount	\$13,086,777.40

6. Construction and Construction Oversight

CONSTRUCTION CONTRACT				
Description	Name/Amount	Description of Work		
Prime Contractor	Pontchartrain Partners, LLC			
Subcontractor	Low Land Construction Co, Inc.	Flotation channel clearing, Geotextile placement, LWA placement, Riprap placement, Temp sign placement, and Perm sign placement		
Subcontractor	Delta Coast Consultants, LLC	Surveying and LWA design consultant		
Subcontractor	Whitetail Oil Field Service	Geotextile placement		
Subcontractor	Crown Oil Field Construction & Marine, LLC	Bagging operation, Loading LWA to barges, Geotextile placement, and Settlement plate fabricator		
Original Contract Amount	\$ 13,566,230.00			
Change orders	\$ - 479,452.62			
Over/Under runs	\$ 0.00			
Final Contract Amount	\$ 13,086,777.40			

QUALITY ASSURANCE CONTRACT				
Description	Name/Amount	Description of Work		
Prime Contractor	Aucoin & Associates, Inc.			
Subcontractor	ECM	Quality Assurance Inspector		
Original Contract Amount	\$ 1,342,041.38			
Change orders	\$ 6,834.60			
Over/Under runs	\$ 0.00			
Final Contract Amount	\$ 1,348,875.98			

7. Major Equipment Used

71-B Bucyrus Erie (5 C.Y.) Crane. LS-418A CFM-Link Belt Crane. PL-646

HC-80 Terex Crane.
4600 Manitowoc crane.
CAT-375L Long Reach Excavator (L-1).
CAT 375 BL Long Reach Excavator.
CAT-345 Short Reach Excavator.
CAT 375 BL Short Reach Excavator.
CX250C Case Excavator.
CX250 Case Excavator.
E300D Volvo Excavator,
900 hp Tug Boat (LL-5).
600 hp Tug Boat (LL-10).
600 hp Tug Boat (LL-20).
50'W X 120'Lx8'D Spud Barge
40' X 130' Living Quarters Spud Barge.
LL40-120 Spud Barge.

LL23-110 Spud Barge. LLW120 Spud Barge. LLW112 Spud Barge. RG414 Spud Barge. IBR904 Spud Barge. 325 Spud Barge. 1221/1224 Double Spud Barge. SJE1114-2 Spud Barge. 100' X 30' Barge RG 1221 Fabric Barge PP20 20' Flat Survey Boat (Ms. Pontch). LL1 20' Small Cabin Boat. LL2 20' Small Open Boat. LL3 22' Crew Boat LL3 (Mr. Ryan) 22' Crown Boat (Ms. Sarah). 22' Crew Boat (Ms. Emily) 20' Crown Crew Boat Small Crew Boat (Vulture) Ingersoll Air compressor 1

8. Construction Sequence

The site showing was conducted on February 4, 2015. We met with interested contractors at the NRCS Plant Material Center in Galliano and covered solicitation requirements including the plans and specifications. After this meeting we headed out to the job site the view the initial staking of the centerline of the Rock Dike 1 and Revetments 1 - 6.

The contract was awarded to Pontchartrain Partners on April 22, 2015.

On May 21 we conducted the Pre-Construction conference at the Thibodaux W/S Office in Crowley with Pontchartrain Partners, LLC and their subcontractors.

On June 2, 2015 the initial Notice to Proceed was issued to Pontchartrain Partners to begin the Pre-Construction Surveys required by the contract. Delta Coast Consultants, LLC will be performing the surveys for this contract.

On August 20, 2015 Modification 1 was executed which made changes to the alignment of the dike and revetments due to the results of the Pre-Construction Surveys.

September 2015:

On September 16, 2015 the second Notice to Proceed was issued to begin the actual work.

On September 25 the contractor mobilized equipment to the job site and set two Temporary Warning signs in perpendicular access channel to Dike 1 and warning buoys along Dike 1 and Revetment 1 areas. They began excavation of the Perpendicular access channel on September 26 heading north to the shoreline.

October 2015:

Low Land is continuing to dig the flotation channel from Little Lake to perpendicular channel. The surveyors are laying out for the geotextile starting at Sta. 0+00 of Dike 1. They are setting up to begin bagging or encapsulation of the LWA at Crown Oilfield's yard in Butte Larose and working out their process and sewing of the bags. Taking some time to get everything geared up. Continued digging flotation from perpendicular access channel to Sta. 0+00 of Dike 1.

November 2015:

Continuing to excavate the Flotation Access Channel along the Dike 1 area with the Bucyrus Erie 71-B crane and the Cat 375 excavator on the WM-112 Spud barge then moved to Revetment 1 area and continued excavation. They replaced the Bucyrus Erie 71-B crane with the Linkbelt 418 crane and began excavating the access channel along Revetment 1. The progress is very slow but have the complete the Dike 1 area and ready to start laying geotextile. On November 25, 2015 they are starting bagging operations of the LWA but having trouble with their sewing machines and thread.

December 2015:

Excavating the Flotation Channel along Revetment 1 with the Link Belt 418 excavating going eastward and the Cat 375LR going westward and excavating the entire width of the channel. This seems to be going more efficiently. They are finally getting the issues worked out at the LWA bagging operation and starting to make progress. On December 9, 2015 the Terex HC80 crane arrived on site which will be used for placement of the LWA bags. On December 10, 2015 the first two barges of LWA bags arrive on site along with the Ms. Sara to place the geotextile fabric beginning at Sta. 0+00 of the Rock Dike 1. On December 11, 2015 Crown Oilfield crews started placing the geotextile panels with the Ms. Sara and the Low Land crews using the HC-80 crane started placing the LWA bags starting at Sta. 0+00 of the Rock Dike 1. They are sewing the geotextile panels together in the field and the panels are all approximately 300' long. They have a surveyor working with the geotextile crew and bag placement crews making sure everything is stays on the correct alignment. On December 17 the first rock barges arrive on site to begin light loading operations at the lower end of Bayou Perot and Little Lake

just across from Revetment 2. The contractor has set up a staging area here to bring the fully loaded barges and light load then move the light loads on site. They have marked the staging area with buoys and lights. Also on December 17 they starting digging flotation along Revetment 2 with the LB 418. On December 19 they started placing riprap using the Cat 375 LR. They are continuing to place geotextile fabric, LWA bags and now capping with the rip-rap. The contractor seems to have the operation figured out and making progress along Rock Dike 1. The contractor shut down for the Christmas holiday from December 25 to 27 and resumed work on December 28. The contractor has placed the temporary warning buoys as the excavation for flotation has progressed. They have to tend the buoys on a daily basis due to them moving with the wind and tides. The contractor shutdown on December 31 for the New Year's holiday.

January 2016:

The contractor resumed operations on January 4 after the New Year's holiday. The contractor continued placing geotextile, LWA bags, and rock rip-rap. The bag placement is currently at Sta. 17+90 and the rock placement is at Sta. 16+00 of Dike 1. Also the LB 418 continued dredging along Revetment 2 from Sta. 10+75 to 11+25.

On January 8 the second 6 pack of rock barges arrived on site and they started light loading at the staging area. On January 12 the geotextile placement and bag placement moved into Revetment 1 area and making good progress. They are placing the settlement plates as they go just ahead of the bag placement. As of January 14 the geotextile placement was up to Sta. 7+00 of Revetment 1. The Cat 375 LR used to place rock assisted in excavation of the flotation channel when they were waiting on rock to be delivered. On January 31 the third set of rock barges arrived on site. During the night of January 31 one of the fully loaded rock barges flipped over in the staging area and lost the entire load of rock. The Low Land 20 tug captain contacted the USCG about the incident for investigation.

February 2016:

Low Land continued Dredging Flotation Access Channel on (Rev-2 & 3). Crown continued installing Geotextile Fabric on (Rev-1), Pontchartrain and Low Land continued placing Encapsulated (LWA) Bags, R-300 Rock Riprap and Settlement Plates on (Rev-1) and installing Lighted Temporary Warning Buoys & Signs as needed. High winds presented a problem for contractor to keep (LWA) bags covered as required.

-Feb.-5th; Pontchartrain installed Buoys - 26 & 27. On Feb.-6th; Subcontractor "Hydro" marked 8"Ø pipe line for Hilcorp, Pontchartrain claimed no Riprap placement was performed due to low tide. On Feb.-7th; HilCorp's 8" Ø pipe was removed. Low Land resumed placing Rock Riprap. On Feb.-9th (TS-4) was installed and Link Belt Crane & barge got moved to the staging area due to low tide. On Feb.-10th; Pontchartrain found and marked a pipe at previous Hilcorp pipe location on (Rev-2).Two Buoys went missing and Low Land located and removed a rusted & abandoned section of 2" Ø steel pipe near (Rev-2) (POE). On Feb.-11th; Rohn Webber from Hilcorp visited the site to review pipe location. No field work was performed pending higher tide levels and all equipment was involved on flipped barge recovery efforts. Barge was flipped upright on the early hours of Feb.-12th and Low Land started demobilizing the empty (Lafarge) barges from the site. On Mar.-13th; Low Land removed Terex HC-80 Carne and Link Belt 480 Crane from the site. On Feb.-15th; Rock barges got held up at Houma due to low tide and Excavation work resumed on site. On Feb.-17th; Contractor found and recovered the (2) missing buoys, by Feb.-19th; the Link Belt 418 Crane had returned to the site overnight and started Dredging the modification on Access Channel as per RFI#7. On Feb.-20th; Subcontractor "Marlin Diving" removed approx. 200' lf. of 1" Ø steel pipe near (Rev-2). On Feb.-23th; a storm impacted the second half of the work day and displaced material and equipment around the site, these was observed in the morning of Feb.-24th, on this day; Contractor also finished re-dredging Rock Dike, re-installed Buoy-18 and installed Buoy - 25. On Feb.-25th; Low Land started Dredging Flotation Channel on (Rev-3), Terex HC-80 Crane had returned to the site overnight and (LWA) bag placement resumed. On Feb.-26th; Low Land completed the dredging work in modification as per RFI # 7, Pontchartrain installed Buoys - 28 & 29 and Pontchartrain and Low Land installed Settlement Plate (SP-5), also started Dredging areas as per Modification # 4. On Feb.-29th; Low Land resumed Rock Placement work by dressing up (Rock Dike).

March-2016:

Low Land continued Dredging Flotation Access Channel on (Rev-2, 3 & 4). Subcontractor "White Tail" replaced "Crown" and continued installing Geotextile Fabric on (Rev-1), Pontchartrain and Low Land continued placing Encapsulated (LWA) Bags and Settlement Plates on (Rev-1), Low Land placed R-300 Rock Riprap on (Rock Dike and Rev-1) and the installation of Lighted Temporary Warning Buoys & Signs was performed as needed. Adverse Weather impacted site work progress for (2) full days and high winds continued presenting a problems for contractor to keep (LWA) bags covered as required.

-Mar.-1st: Low Land finished dressing up (Rock Dike) and resumed rock placement on (Rev-1). Mar.-2nd; Pontchartrain and Low Land installed Settlement Plate (SP-6). On Mar.-8th; high winds stopped the (LWA) bag placement for the 2nd half of the day. On Mar.-11^{th & 12th}; Weather impacted all operations at the site and no work was performed. Mar.-13th; equipment for subcontractor "White Tail" was mobilized to the site. "Crown" and "White Tail" worked together placing geotextile fabric on Mar.-14 and "White Tail" took over on Mar.-15. On Mar.-16th; Low Land finished digging flotation on (Rev-3) and started the Dredging work on widening the Access Channel as per RFI # 9. On Mar.-18th: Pontchartrain finished re-marking (Rev-4) and dredging Access Channel as per RFI # 9. On Mar.-19th; Low Land started Dredging Access Channel on (Rev-4) and all the available Rock Riprap material was placed. An (11) day waiting period for the next loads was announced by contractor. Site maintenance and Dredging work continued on. On Mar.-20th; Low Land removed Terex HC-80 Carne from the site and by Mar.-21st; Approximately 500' lf. of (LWA) bags previously placed, had shifted from their original location on (Rev-1). Subcontractor "Low Land" started the Rock Rip Pap recovery work from the bottom of the lake resulted from the barge flipping on (1/21/2016) at staging area. On Mar.-22th; PSI performed the 1st of (2) Gradation test on the recovered Rock Rip Rap material and contractor continued with the recovery work. On Mar.-23th: Pontchartrain marked the Perpendicular Access Channel on (Rev-5) and Low Land started Dredging work on that area, after they finish recovering Rock Rip Rap material and installing Temporary Warning Sign (TS-5). On Mar.-28th; Low Land resumed Rock placement operations at (Rev-1) and continued Dredging Access Channel on (Rev-4). On Mar.-29th; (2) HilCorp reps. visited the site and confirmed there was enough clearance from pipeline marked on drawings. On Mar.-30th; USDA marked Berm and Center line

on (Rev- 5 & 6). On Mar.-31st; Low Land Back tracked to (Rock Dike) to dress up Structure, Terex HC-80 Crane was returned to the site and Low Land reconfigured the previously displaced (LWA) bags on (Rev-1).

April-2016:

Low Land continued Dredging Flotation Access Channel on (Rev-4 & 5). White Tail continued installing Geotextile Fabric on (Rev-1 & 2), Pontchartrain and Low Land continued placing Encapsulated (LWA) Bags and Settlement Plates on (Rev-1 & 2), Low Land placed R-300 Rock Riprap on (Rev-1 & 2) and the installation of Lighted Temporary Warning Buoys & Signs was performed as needed. Adverse Weather impacted site work progress for (1) full day and High winds continued presenting problems for contractor to keep (LWA) bags covered as required.

-Apr.-1st; A new set of (6) barges loaded with rock arrived at the site and Low Land finished reconfiguring the previously displaced (LWA) bags on (Rev-1). On Apr.-4th; subcontractor "Delta" resurveyed (Rock Dike) and Low Land resumed (LWA) bag placement at (Rev-1). By Apr.-5th; Low Land backtracked temporarily to (Rock Dike) again to dress up low points on rock structure, Low Land and Pontchartrain installed Settlement Plate (SP-7), White Tail was installing Geotextile roll # 16 by this day and Pontchartrain re-installed Buoys - 17 & 21. On Apr.-6th; Low Land finished dressing up (Rock Dike) and resumed Rock Placement on (Rev-1), a review of the recovered rock was performed by QA & NRCS and a second test was schedules during a conference call with NRCS and Contractor. Pontchartrain re-installed Buoys - 23 & 39. On Apr.-9th; Equipment for subcontractor "White Tail" was removed from the site. On Apr.-11th; Heavy wind hindered (LWA) bag placement work for the second half of the day. On Apr.-13th; No work was performed due to adverse weather. On Apr.-14th; Equipment for subcontractor "White Tail" was returned to the site. On Apr.-18th; PSI performed the 2nd Gradation test on the recovered Rock Rip Rap material on site. On Apr.-19th: Pontchartrain met with Chevron/Texaco reps. and marked their pipeline between (Rev-5 & 6), Pontchartrain also started digging flotation on Perpendicular Access Channel at (Rev-5) and a new set of (4) Rock loaded barges started to arrive at the site. On Apr.-20th; (SP-8) was installed and all available (LWA) bags set in place. On Apr.-21st; A new set of (3) barges loaded with (LWA) bags arrived to the site and the installation of Geotextile fabric was completed on (Rev-1). On Apr.-24th; Low Land finished Dredging Flotation Access Channel on (Rev-4) and started on (Rev-5) at (POB). On Apr.-25th; White Tail started the installation of Geotextile fabric on (Rev-2), Low Land finish placing (LWA) bags on (Rev-1) and started on (Rev-2), new set of (6) Rock loaded barges started to arrive at the site. On Apr.-26th; White Tail backtracked and installed a 10' section of Geotextile Fabric at East end of (Rev-1), Pontchartrain and Low Land installed Settlement Plate (SP-9). On Apr.-27th; Low Land started placing Rock Rip-Rap on (Rev-2) and Pontchartrain installed Buoy - 30.

May-2016:

Low Land continued Dredging Flotation Access Channel on (Rev-5) and Perpendicular Access Channel on (Rev-6). White Tail continued installing Geotextile Fabric and Pontchartrain took over this activity for the remainder of (Rev-2) and the rest of the site. Pontchartrain and Low Land continued placing Encapsulated (LWA) Bags and Settlement Plates on (Rev-2), Low Land placed R-300 Rock Riprap on (Rev-1 & 2). Rock settlement and a mud wave occurred on (Rev-2). Installation of Lighted Temporary

Warning Buoys & Signs was performed as needed. High winds continued presenting problems for contractor to keep (LWA) bags covered as required.

-May, -2nd; Low Land back tracked to dress up low points on Rock Structure at (Rev-1). On May.-4th; Low Land finished dressing up Rock Structure and Fish Dips on (Rev-1) and resumed rock placement on (Rev-2), Subcontractor "Delta" surveyed (Rev-1), a mud wave was observed at the lake side of (Rev-2) near Sta: 8+67, Geotextile material was rolled up at the Southeast corner of the first Fish Dip on (Rev-2), for further dredging to achieve proper depth and a new set of (6) Rock Loaded Barges started to arrive at the site. On May.-5th; A new set of (3) barges loaded with (LWA) bags arrived at the site and the Southeast corner of the first Fish Dip on (Rev-2) was dredged to achieve proper depth. On May.-8th; Link Belt 418 Crane was removed from the site. By May.-9th; the first settlement area on (Rev-2) had settled 8.4" inches and contractor was requested to place rock ahead of this area to allow settlement to stop. High winds affected rock placement work. By May.-10th; The first settlement area on (Rev-2) had settled another 0.48" and another 0.48" by May.-11th. On May.-13th; The Link Belt 318 Crane and 300D Volvo Excavator arrived at the site. Contractor placed all the Rock Rip-Rap material available at the site. On May.-16th: New set of (4) Rock loaded barges started to arrive at the site and (SP-10) was installed. On May.-17th; A new set of (3) (LWA) loaded barges arrived at the site. On May.-18th; A second mud wave surfaced on (Rev-2) near Sta: 27+30 and Pontchartrain and Loa Land Removed a total of (27) existing pilings near (Rev-2) as per plans. On May.-19th; (Rev-1) was surveyed by subcontractor "Delta". On May.-23th; Contractor transferred the (27) piles previously removed from (Rev-2) onto the barge with the Salvaged Rock. On May.-24th; Low Land started dredging the south end of (Rev-6) access channel and second mud wave increased to approx. 280' lf. On May.-25th; Pontchartrain took over the Geotextile installation task on (Rev-2) and all available Rock Rip-Rap material on site was placed except the salvaged rock pending test result. On May.-27th; Pontchartrain installed Buoys - 32 to 37 as per plans. On May.-28th; Contractor removed the barge containing the (27) piles and the Salvaged Rock Rip-Rap from the site. On May.-31st; Low Land finished all dredging work on (Rev-5) including Perpendicular Access Channel.

June-2016:

Low Land continued and finished Dredging Flotation Access Channel work remaining on site. Pontchartrain and Low Land continued and finished installing Geotextile Fabric, Encapsulated (LWA) Bags and R-300 Rock Riprap on (Rev-2, 3, & 4) and installed Settlement Plates (SP-11 to 14). A third mud wave with Rock Settlement occurred on (Rev-2). Installation of Lighted Temporary Warning Buoys & Signs was performed as needed.

-Jun.-1st; Contractor relocated the (4) steel piles from staging area near (Rev-1) to the area across Bayou Perot near (Rev-2). On Jun.-2nd; a new set of (8) Rock Loaded Barges started to arrive at the site and Settlement Plate (SP-11) was installed. On Jun.-3rd; Low Land backtracked to the (1st) Settlement area on (Rev-2) and dressed it up with Rock Rip-Rap material, settlement continued to be monitored by QA inspector. The (2nd) settlement area on (Rev-2) was dressed up on Jun.- 4th, contractor also reviewed the need to widen the access channel on (Rev-6). On Jun.-7th; Pontchartrain completed the installation of Geotextile fabric on (Rev-2), Low Land started widening access channel on (Rev-6) as per (RFI#12), by this time, a total of (3) areas of settlement could be observed on (Rev-2) and (2) had been re-dressed, Contractor was requested to move 170'

If. ahead with the rock placement work to allow for review of settlement area. "Delta" was on site surveying (Rev-2). On Jun,-8th; Pontchartrain started marking structure area on (Rev-3), NRCS reviewed site and settlement areas on (Rev-2) and one row of (LWA) bags was added as needed to prevent a (4th) settlement area. Contractor installed Settlement Plate (SP-12), started the Installation of Geotextile material at (Rev-3) and completed all dredging work on (Rev-6). On Jun.- 9th; A new set of (3) barges loaded with (LWA) bags arrived at the site. On Jun.-10th; Contractor finished the (LWA) bags placement on (Rev-2) and started on (Rev-3), Settlement Plate (SP-13) was installed and a new set of (6) Rock loaded barges started to arrive at the site. On Jun.-11th: Geotextile fabric installation was completed on (Rev-3) and installation started on (Rev-4). On Jun.-15th; Placement of Rock Rip-Rap material was completed on (Rev-2) as two areas remained with eminent settlement awaiting (14) days for dress up. Delta was on site surveying (Rev-2). Contractor completed the placement of (LWA) bags and started placement of Rock Rip-Rap on (Rev-3). On Jun.-16th; Geotextile fabric installation was completed and (LWA) bag placement started on (Rev-4), Contractor left (2) areas of (Rev-3) pending Rock Rip-Rap placement due to work plan over pipeline and started on (Rev-4). On Jun.-17th; All the Rock Rip-Rap available at the site was placed on (Rev-4). On Jun.-20th; Geotextile fabric installation started on (Rev-5) and a new set of (5) Rock loaded barges started to arrive at the site. On Jun.-21st; Contractor backtracked and dressed up the (1st and 3rd) areas of settlement on (Rev-2) and Hilcorp rep was on site approving work plan over pipeline near (Rev-3). On Jun.-22nd; Contractor finished the (LWA) bags placement on (Rev-4) and started on (Rev-5), Settlement Plate (SP-14) was installed and Low Land finished Rock Placement work on (Rev-2) by completing Fish Dip and Re-dressing the upper end of the (3rd) settlement area, settlement reoccurred right after. On Jun.-23rd; Contractor resumed Rock placement on (Rev-4) and new set of (3) barges loaded with (LWA) bags arrived at the site. On Jun.-24th; Contractor completed Rock placement on (Rev-4), started Rock placement on (Rev-5) temporarily and backtracked to (Rev-3) (POE) to resumed Rock placement as well. On Jun.-27th; Contractor finished placing Rock Rip-Rap material on (Rev-3).

July-2016:

Pontchartrain continued and finished installing Geotextile Fabric on (Rev-6). Pontchartrain and Low Land continued and finished installing Encapsulated (LWA) Bags and R-300 Rock Riprap on (Rev-5 & 6) and installed Settlement Plates (SP-15 to 17). Low Land started dressing up of (Rock Dike) structure.

-Jul.-1st; A new set of (7) Rock Loaded Barges started to arrive at the site. Low Land resumed (LWA) bag placement on (Rev-5). On Jul.-2nd; Low Land resumed Rock Rip-Rap placement on (Rev-5). On Jul.-4th; Pontchartrain completed the installation of Geotextile material on (Rev-5) and started installation on (Rev-6). On Jul.-5th; Low Land installed Temporary Warning Sign (TS-6) and Delta surveyed (Rev-4). On Jul.-8th; New set of (6) Rock Loaded Barges started to arrive at the site and (1) last barge loaded with (LAW) bags made it to the site as well. Installation of Geotextile Fabric on (Rev-6) was completed, (LWA) Bags placement on (Rev-5) was completed and placement on (Rev-6) started. Pontchartrain and Low Land also installed Settlement Plate (SP-15). On Jul.-11th; Contractor finished placing Rock Rip-Rap on (Rev-5) and started on (Rev-6) 20' past the (POB). On Jul.-12th; Pontchartrain and Low Land installed Settlement Plate (SP-16). On Jul.-15th; Quarter Barge and Repair Barge got removed from the site. On Jul.-18th; Contractor

installed the last Settlement Plate (SP-17) and all the (LWA) Bags required on (Rev-6), Delta surveyed (Rev-5). All the available Rock Rip-Rap material was placed and contractor brought the Salvaged Rock back to the site. On Jul.-19th; Salvaged Rock was reviewed on site by NRCS and QA to determine load. Contractor shut down for the rest of the day and the following day, awaiting the arrival of rock material. On Jul.-21st; Pontchartrain performed staging area maintenance by installing a 1" Ø PVC pipe with reflective tape to the still pipes not exposed above the waterline. Contractor and OA drafted the first of new (6) Rock Loaded Barges on its way to the site. On Jul.-22nd; Rock placement resumed and the Salvaged Rock load was first placed on (Rev-6). On Jul.-25th; NRCS surveyed (Rev-5) and part of (Rev-6) and contractor placed rock on the gap previously skipped near (Rev-6) (POB). A mud wave was observed near Sta: 16+50. On Jul.-26th; Contractor moved ahead of the 40' lf. settlement area and continued placing Rock Rip-Rap material. On Jul.-27th; After NRCS review, contractor added a row of (LWA) bags on settlement area. On Jul.-28th; Low Land completed the Rock Rip-Rap placement on (Rev-6) covering the bags on settlement area and started the 2nd Lift on (Rock Dike). Delta performed surveys on (Rev-5, 6 and 2A). On Jul.-29th; Low Land finished the 2nd Lift on (Rock Dike).

August-2016:

As the majority of items had been completed at the site and the 90 day period was current on Revetments 1 to 6; contractor worked on (Rev-2A) with the remaining materials on site and several shut down days by contractor and (1) Weather Day took place.

-Aug.-3rd; Pontchartrain cleared the area and started the installation of Geotextile Fabric on (Rev-2A). On Aug.-4th; Pontchartrain completed the installation of Geotextile Fabric on (Rev-2A). Pontchartrain replaced all Settlement Plate Caps and performed monthly elevation survey. On Aug.-8th; Low Land installed the remaining (LWA) bags on site and started placing Rock Rip-Rap on (Rev-2A). On Aug.-9th; Low Land finished placing Rock Rip-Rap on (Rev-2A) and Demobilized a Crane and (2) barges from the site. QA found some caps on Settlement Plates to be incorrectly installed and a plan for correction was requested from contractor. On Aug.-10th; Low Land dressed up the only settlement area at (Rev-6) and with this concluded all rock placement required at the time to continue with the 90 day waiting period. On Aug.-11th; Rainy conditions forced a Weather Day and NRCS, QA and contractor had a meeting to review material totals up to date. On Aug.-15th; Contractor resumed activities at the site, removed steel piles from staging area and started relocating material and equipment to (Rev-6) channel. On Aug.-16th; Contractor finished relocating material and equipment to (Rev-6) channel. On Aug.-17th; Low Land started backfilling Perpendicular Access Channel at (Rev-1). On Aug.-22nd; Low Land started backfilling Perpendicular Access Channel at (Rev-5). On Aug.-26th; Low Land demobilized Link Bell crane and barge due to possible storm in following week after as Backfilling of Perpendicular Access Channel at (Rev-5) continued. On Aug.-29th; Low Land finished backfilling Perpendicular Access Channels at (Rev-1 & 5). On Aug.-30th; Pontchartrain started the re-installation of Settlement Plate Caps. On Aug.-31st; Low Land started the (2nd Lift) of Rock Rip-Rap placement on (Rev-1).

September-2016

(2nd Lift) continued on (Rev-1) and Rock Rip-Rap was placed to extend the Tie-ends at revetments (POB) and (POE). (1) Weather day and the 90 day waiting period on several

revetments played a role on all site work performed during this month. The site was monitored by QA and maintained by contractor during the periods of no activity.

-Sep.-6th; Low Land completed the (2nd Lift) on (Rev-1). On Sep.-7th; Low Land placed Rock Rip-Rap and extended the Tie Ends at (Rev-2 to 6). On Sep.-8th; Low Land dressed up the beginning of (Rev-1) by placing all the available Rock Rip-Rap material on site. On Sep.-11th; Contractor demobilized all equipment from the site. On Sep.-12th; Pontchartrain performed elevation survey and replaced the Settlement Plate Caps as needed. On Sep.-15th; Pontchartrain started trimming Geotextile Fabric material as needed and NRCS surveyed (Rock Dike). On Sep.-16th; Weather Day was called out due to heavy rain at the site. On Sep.-20th; Pontchartrain surveyed (Rev-2 to 6) to calculate required material for (2nd Lift).

On Sep.-28th; Pontchartrain concluded their work on trimming Geotextile Fabric material.

October-2016

The 90 day waiting period on several revetments continued to play a role on all site work performed during the first half of the month. The site was monitored by QA and maintained by contractor during the periods of no activity. Contractor mobilized equipment back to the site and began (2nd Lift) on (Rev-2), started the installation of permanent sing pilings and Settlement Plate extension towards the end of the month.

-Oct.-3rd; NRCS group and QA performed a monthly site review. On Oct.-5th; Pontchartrain performed Monthly elevation survey on Settlement Plates and performed site maintenance. On Oct.-17th; NRCS and QA performed a survey on (Rev-2) settlement area and monitored site maintenance. Delta performed a survey at (Rock Dike and Rev-1). On Oct.-20th; Delta continued survey at (Rev-1) and QA monitored site maintenance. On Oct.-21st; Low Land re-mobilized equipment started to arrive at the site with (22) Timber piles for Permanent Signs. On Oct.-25th; New set of (6) Rock loaded barges started to arrive at the site and Low Land began the (2nd Lift) of Rock Rip-Rap on (Rev-2). On Oct.-26th; Low Land continued with (2nd Lift) on (Rev-2) and Pontchartrain started installing pilings for Permanent Sings. On Oct.-29th; Low Land performed the (2nd Lift) on (Rev-2) up to the 3rd settlement area and new settlement was observed on 2nd area. Pontchartrain Installed a 5' lf. of pipe extension on Settlement Plate (SP-11). On Oct.-31st; Low Land performed the (2nd Lift) on (Rev-2) past all previous settlement areas and new settlement was observed on 3rd area.

November-2016

The (2nd Lift) was completed on (Rev-2 to 5) and (Rev-6) was started. As contractor placed all Rock Rip-Rap material available at the site by (Nov-3rd), a (24) day period of no Work Accomplished occurred in this month from Nov-4th thru Nov-27. The site was monitored by QA and maintained by contractor during the periods of no activity.

-Nov.-1st; Low Land continued placing Rock Rip-Rap for (2nd Lift) on (Rev-2), the settlement had reoccurred on (Rev-2) up to approx. Sta: 40+00. On Nov.-2nd; Low Land completed the Rock Rip-Rap placement for (2nd Lift) at (Rev-2) and started (2nd Lift) at (Rev-3). On Nov.-3rd; Pontchartrain installed a 3' extension of pipe at Settlement Plates 3, 5, 6 & 8. Low Land finished the (2nd Lift) on (Rev-3) and extended the Tie-end at (POB) with the usage of all the available Rock Rip Rap material mobilized from their yard. On Nov.-4th; Contractor started demobilizing empty barges from the site. On Nov.-7th; Pontchartrain performed a survey on (Rev-2) settlement area. On Nov.-9th; Contractor started trimming the exposed Geotextile fabric at (Rev-2). On Nov.-26th; Rock loaded

barges arrived to the North end of Bayou Perrot. On Nov.-28th; Contractor performed the (2nd Lift) on (Rev-4) and started on (Rev-5). On Nov.-29th; Contractor continued (2nd Lift) on (Rev-2) and received the (2) Geotextile rolls for settlement area on (Rev-2). On Nov.-30th; Low Land finished the (2nd Lift) on (Rev-5) and started on (Rev-6).

December-2016

During this month, all Rock Rip-Rap work was completed, all rock structure surveys performed, staging area was cleared and all empty barges demobilized. Contractor started Backfilling work, demobilized a machine due to fire incident at the site and began the installation of all permanent Signs.

-Dec.-1st; the (2nd Lift) on (Rev-6) continued and Delta surveyed (Rev-3 to 5). On Dec.-2nd; Contractor completed the (2nd Lift) on (Rev-6) and started dressing up the Fish Dips on (Rev-1). On Dec.-3rd; Low Land finished dressing up the last Fish Dip on (Rev-1), finished the (2nd Lift) on (Rev-2A) and started dressing up (Rev-2). On Dec.-5th; Pontchartrain placed Geotextile Fabric at (Rev-2) settlement area and Low Land placed Rock Rip-Rap on the 2nd half of this area. On Dec.-6th; Low Land placer Rock Rip-Rap material on the entire settlement area of (Rev-2), Delta surveyed (Rev-6 & 2). On Dec.-7th; Low Land dressed up (Rev-2A) one last time and dressed up low points of (Rev-2) including the first Fish Dip that had to be extended to correct dimensions. On Dec.-8th; Low Land placed all the remaining Rock Rip-Rap material available at the site on (Rev-2) settlement area concluding with this. All rock placement work. Removed the remaining steel piling from staging area and started demobilizing all empty barges from the site. On Dec.-9th; Delta surveyed the settlement area on (Rev-2) and Contractor started marking the berm area and all permanent sign locations. On Dec.-10th; The Backfilling work began at (Rock Dike) and contractor resumed the installation of Permanent Sign piles. On Dec.-12th; Low Land started Backfilling (Rev-6), continued the installation of Permanent Sign piles and mobilized Spud Barge (Manitowoc-4600) to the site. On Dec.-13th; Contractor started Backfilling (Rev-2), a pre-final inspection of the site was performed by (NRCS & ECM), Permanent Sign (PS-14) was re-located and Permanent Sign (PS-22) was added near settlement area of (Rev-2). On Dec.-15th; Contractor finished the installation of all permanent sign piles including (PS-22). Pile for (PS-17) that cracked during installation and (PS-19) pile not pushed in far enough became pending items. On Dec.-16th; The Backfilling work at (Rock Dike) was completed. On Dec.-17th; Low Land demobilized Excavator (Cat-375-BL) from the site due to fire on machine. On Dec.-20th; Low Land completed Backfilling work on (Rev-2 & 3). On Dec.-21st; Low Land started Backfilling (Rev-5). On Dec.-27th; Backfilling work on (Rev-5) was completed. On Dec.-28th; Backfilling work on (Rev-5) was completed and contractor continued work associated with Permanent Sign installation and Backfilling (Rev-6).

January-2017

During this month contractor completed backfilling work on all access channels and worked on Permanent Signs, removed all temporary signs and buoys & de-mobilized remaining equipment. A final inspection of the site was conducted and contractor continued to work on all pending work and Punch List items.

-Jan.-5th; Backfilling work on (Rev-6) was completed and contractor continued Backfilling Rev.1. On Dec.-11th; Low Land de-mobilized Manitowoc Crane (4600) from the site. On Jan.-12th; Pontchartrain Partners mobilized (2) extra timber piles to replace broken pile (PS-17). On Jan.-13th; Delta performed cross section surveys on Rev-2 & 3 and contractor began removing the temporary signs on perpendicular access channels. On Jan.-16th; Backfilling areas on Rev-1 had been checked and contractor removed all remaining temporary signs and warning buoys from the site. On Jan.-18th; Contractor demobilized the remaining equipment from the site as QA performed a pre-inspection.

On Jan.-19th; Final inspection was performed at the site with NRCS, Pontchartrain Partners and ECM, a Punch List of pending work created and turned over to contractor. On Jan.-26th; Contractor returned to the site to address Punch List items.

February-2017

During this month contractor completed pending work by mobilizing equipment to work on Punch List items and none completed items. As no further work was necessary, contractor and De-Mobilized all equipment from site.

-Feb.-2nd; Low Land mobilized equipment back to the site and resumed work. On Feb.-6th; Contractor completed the installation of all Permanent Signs and the work on high points at bottom of spoil areas as Delta performed final survey. Contractor demobilized all equipment from site.

Utility Type	Owner	Rep. To Contact
		Ken Jones
		(504) 247-3214
Pipeline	Chevron Texaco Pipeline Company	or
	Company	Jacob Weaver
		(985) 793-6080
		Brad Baker
Pipeline	Hilcorp Energy Company	(713) 289-2858
D' 1'	Tennessee Cas Company	Kurt Cheramie
Pipeline	Tennessee Gas Company	(985) 223-6417

9. <u>Pipeline and Utility Crossings</u>

- The pipeline within the vicinity of the work area was not impacted by construction
- HilCorp removed the two flowlines located within Revetment 2 so the revetment could be completed without gaps.

10. Construction Safety

- Sinking of fully loaded rock barge in staging area due to damaged barge taking on water during night time hours.
- Excavator caught fire on spud barge due to leaking hydraulic line which sprayed fluid onto engine.
- Had to remind employees numerous times to wear hardhats and life vest while working on job site.
- Employee was riding on outside of Bucyrus Erie Crane while operating.
- Continuous reminder to contractor about not smoking near fuel tanks and proper signage on all fuel tanks and fueling points.

- Continuous reminder that all barges and equipment on site had to be lighted and marked to alert the boating public.
- Continuous reminder to monitor and maintain Temporary Warning Buoys throughout project area.
- Reminded contractor frequently about updating LA One Call Tickets.
- Contractor did not provide portable toilets on Spud Barges in a timely manner.

11. Additional Comments

There was one area that settled during construction in Revetment 2 from approximate station 36+50 to approximate station 40+85 for a total of 435 LF. This area will be addressed to bring this area to grade of use an alternate method of construction to provide a continuous shoreline protection feature.

12. Transfer of Materials

None

13. Release from Landowners

Landowner	Received Release
N/A	N/A

14. Permits

Туре	Number	Date Issued	Expiration Date	Closeout Date
DOTD Permit	N/A	N/A	N/A	N/A
SWPPP – NOI / NOT (Contractor)	LAR 10K889	06/08/2015	06/03/2017	05/15/2017
Coast Guard Private Aids to Navigation (OMB-1625-0011)	N/A	06/12/2013	N/A	N/A
404 Permit	MVN-2004- 00467-CJ	Modified 02/28/2013	02/28/2018	N/A

15. Significant Construction Dates:

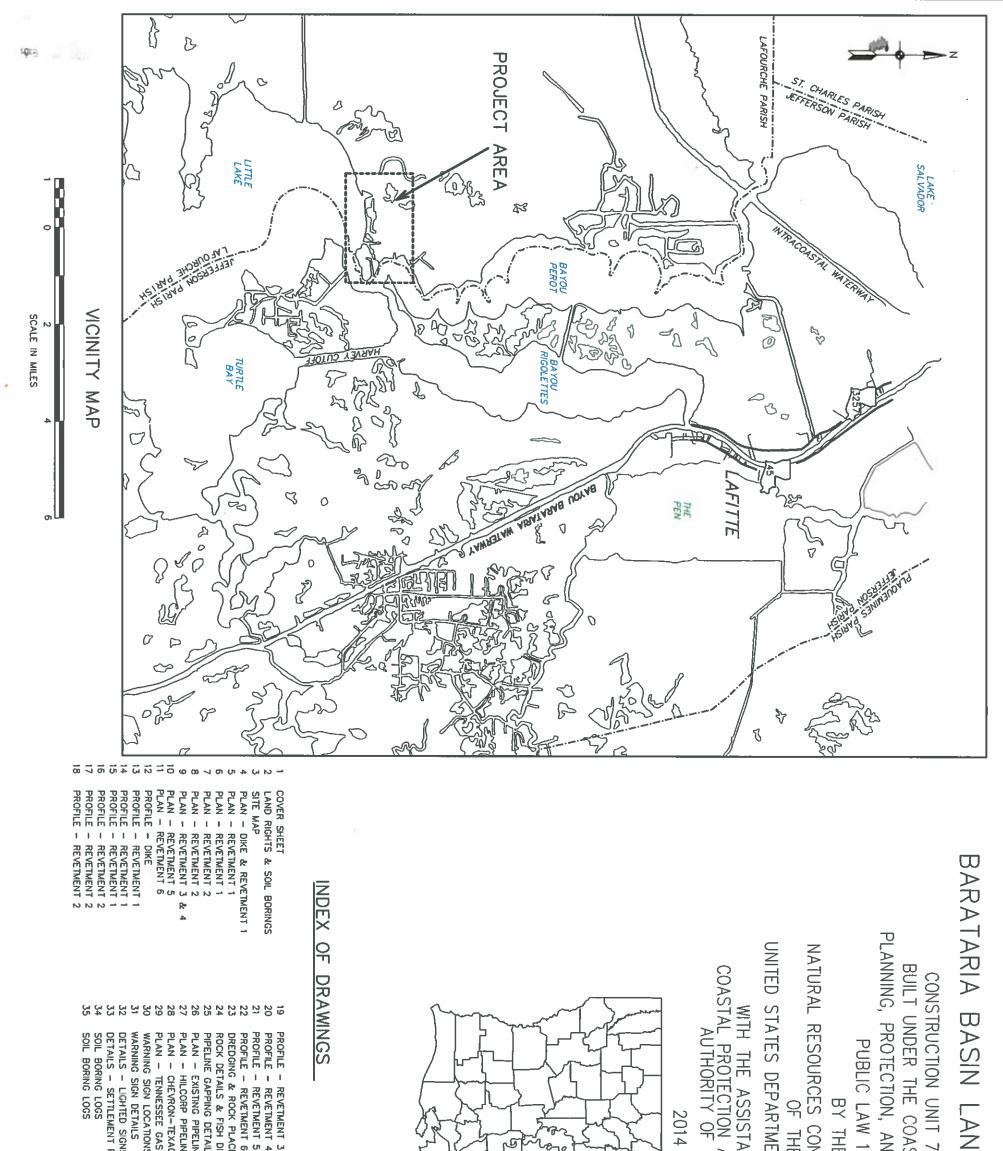
	Date	Notes
Site Showing	02/04/2015	
Bid Opening	02/26/2015	AG-7217-S-15-0001
Contract Award	04/22/2015	AG-7217-C-15-0004
Preconstruction Conference	05/21/2015	
1 st Notice to Proceed (Pre- Construction Surveying)	06/02/2015	Performed Pre-construction surveys to include magnetometer survey of the project alignment.

2 nd Notice to Proceed (Construction)	09/16/2015	445 calendar day performance time to end on 12/05/2016
Mobilization	09/24/2015	
Actual Construction Start	09/25/2015	
Final Inspection	01/19/2017	
Final Acceptance	02/06/2017	
Release of Claims	09/08/2017	
Close-out Meeting	02/07/2017	

ATTACHMENT IV

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27c) PHASE 3 – CONSTRUCTION UNIT NO.7 & NO. 8

AS-BUILT DRAWINGS

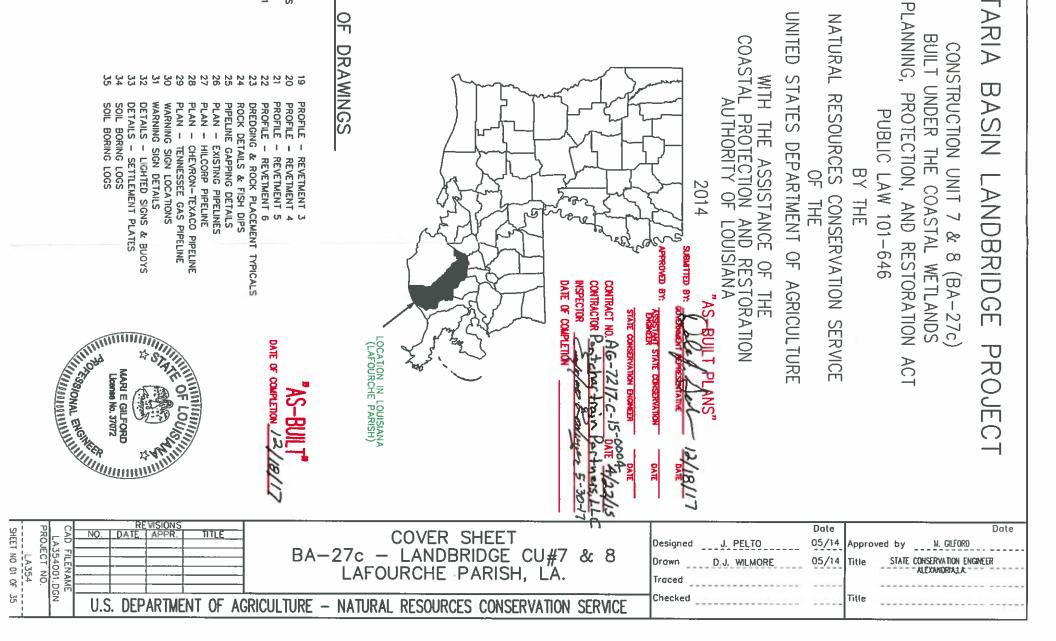


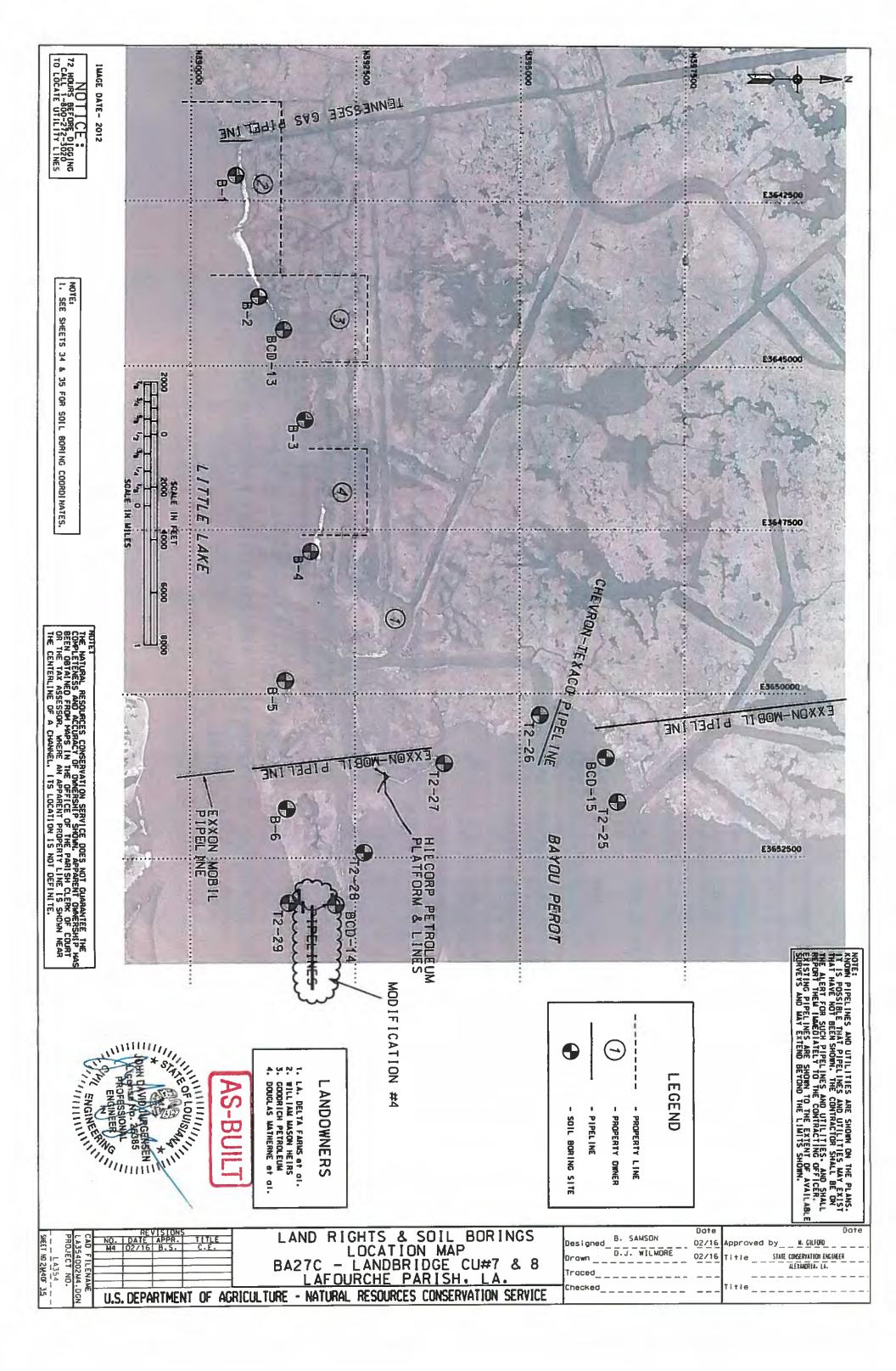


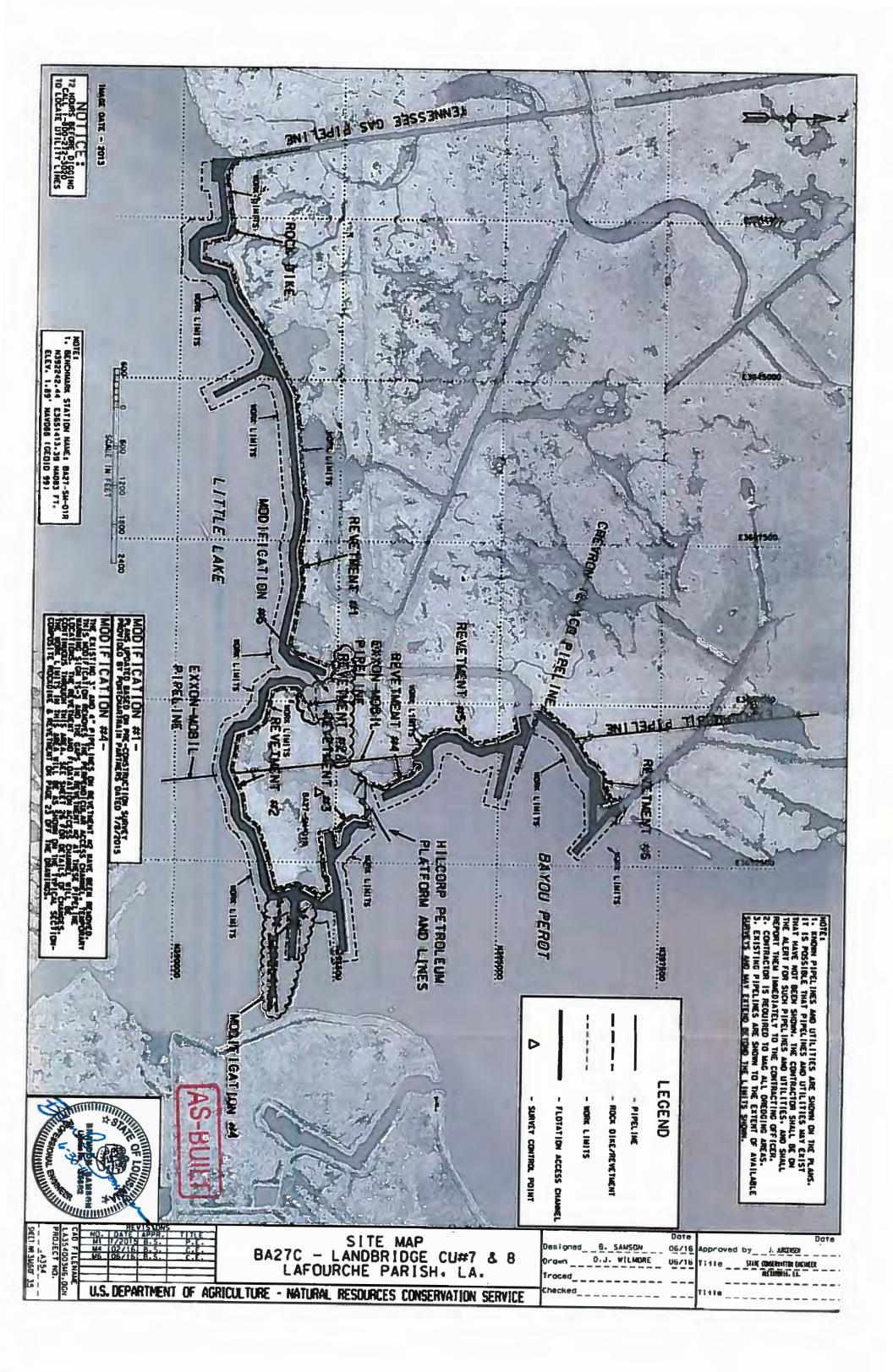


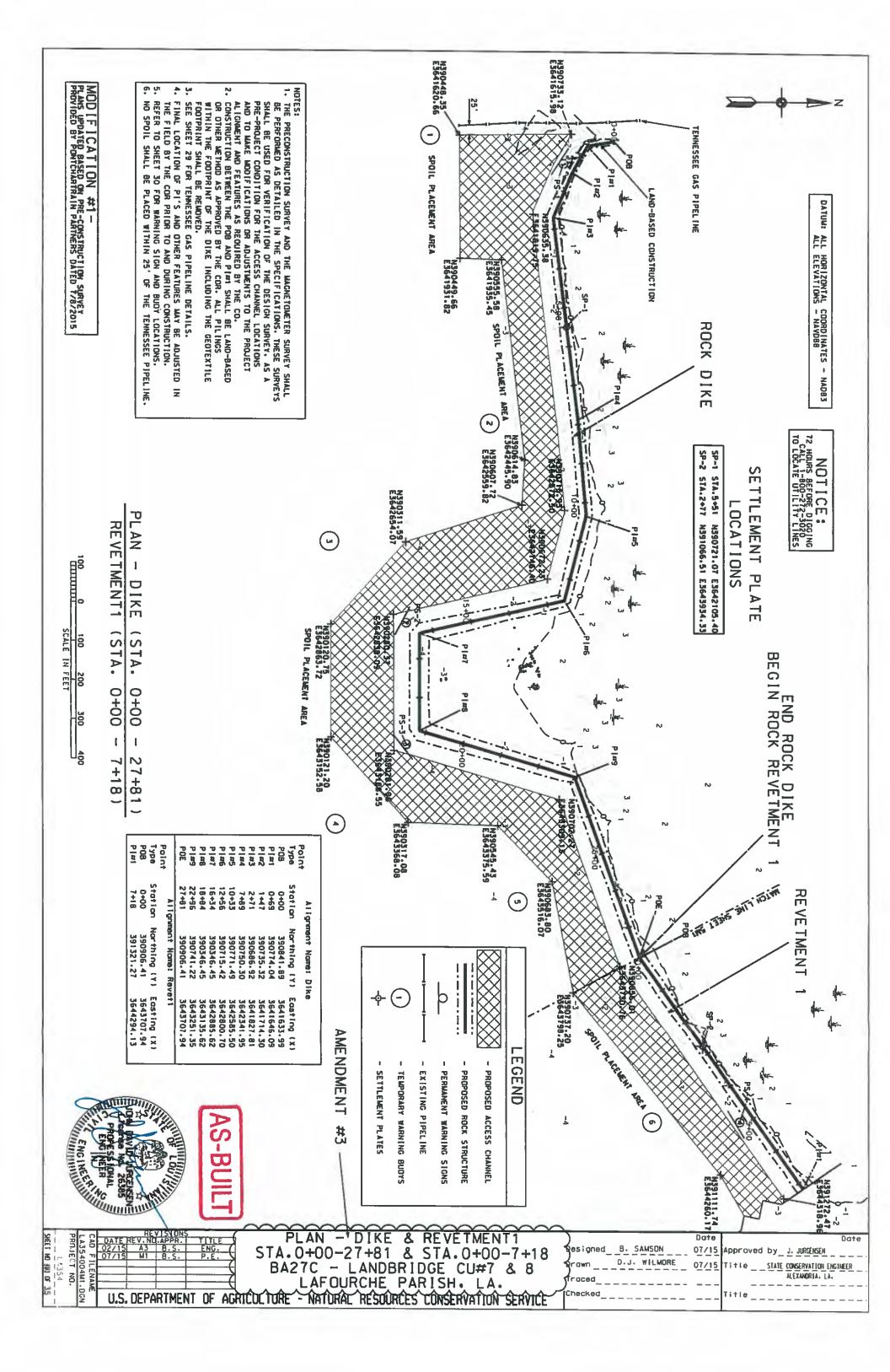
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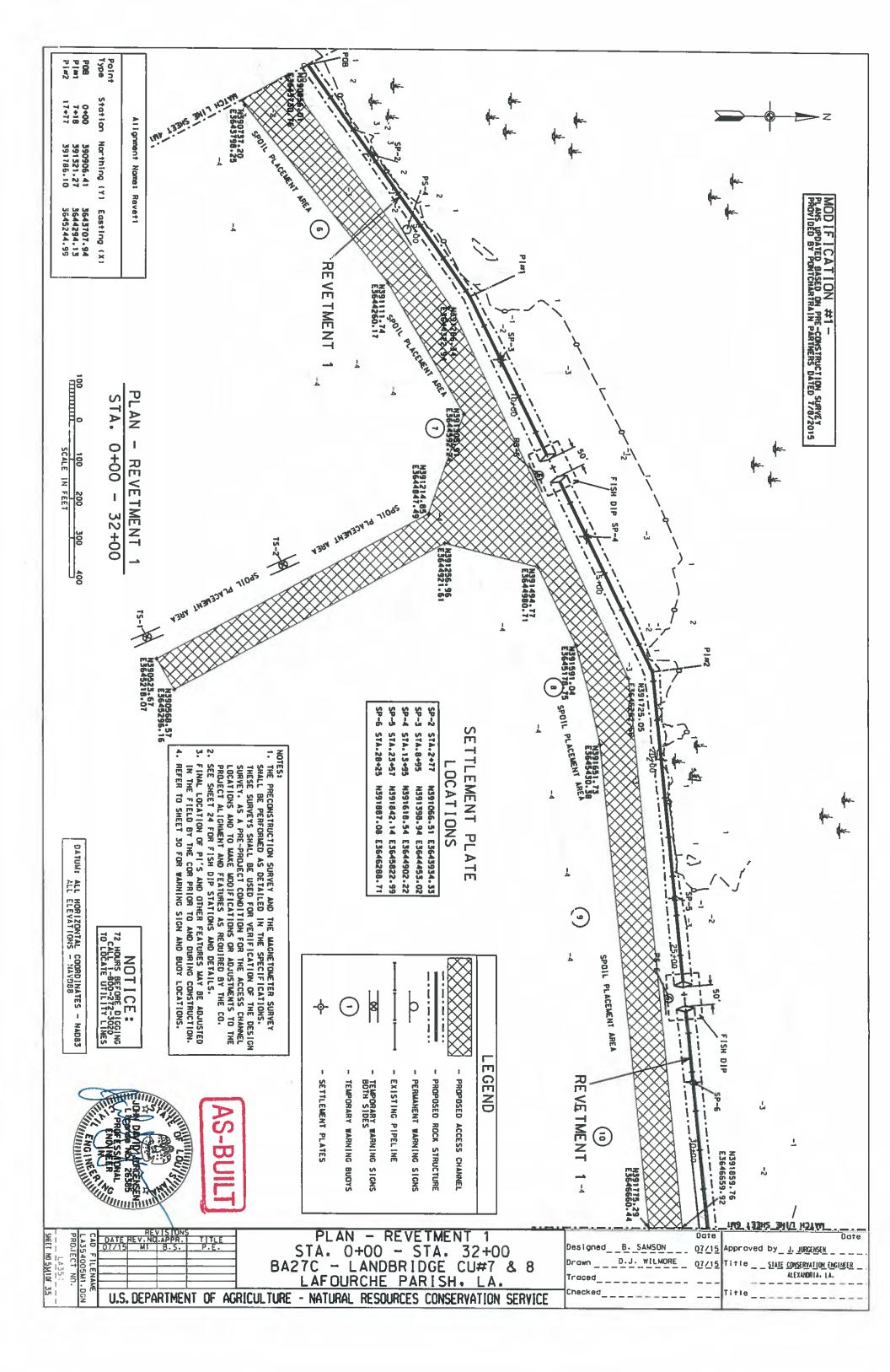
. BORING LOGS

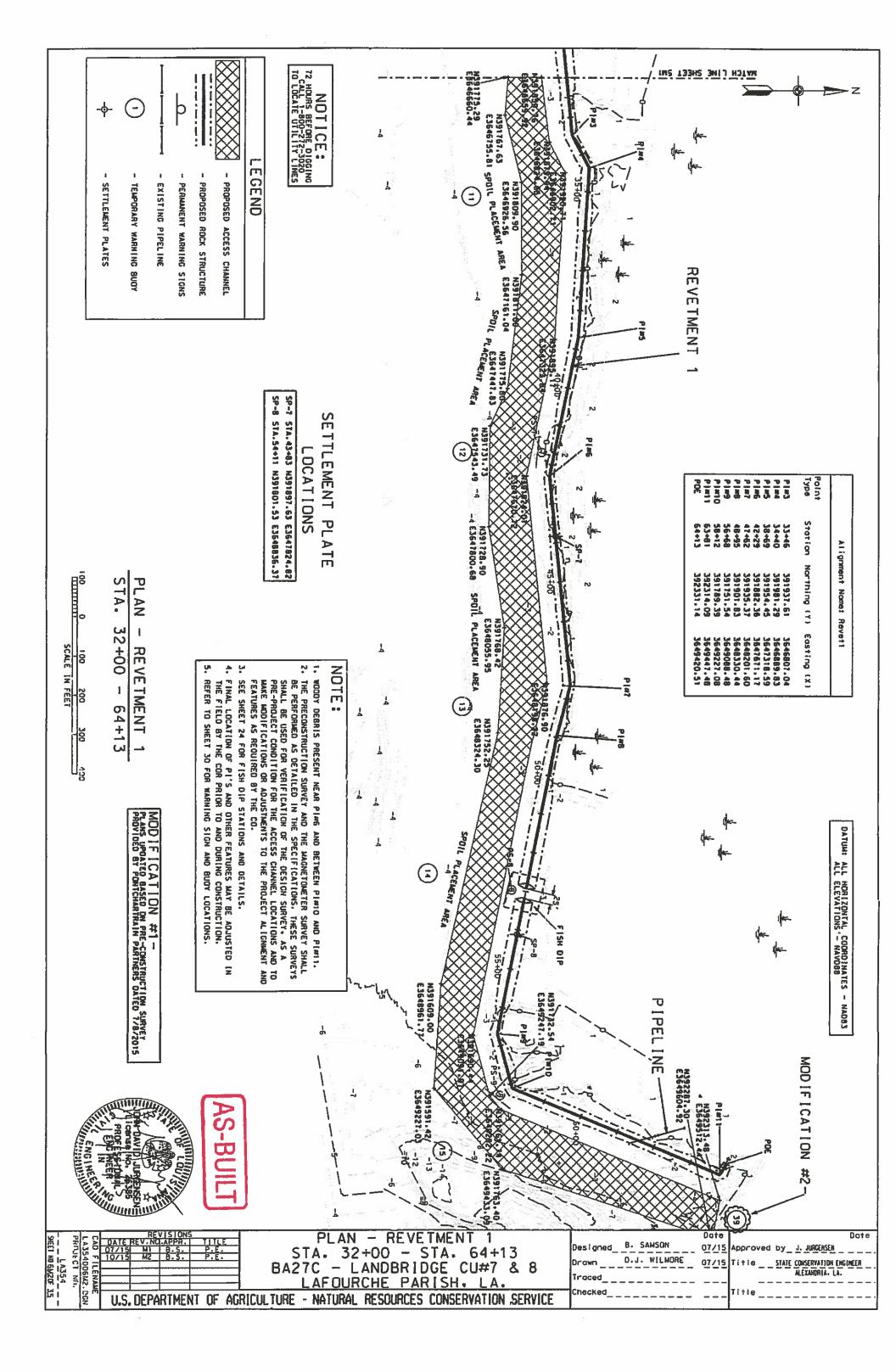


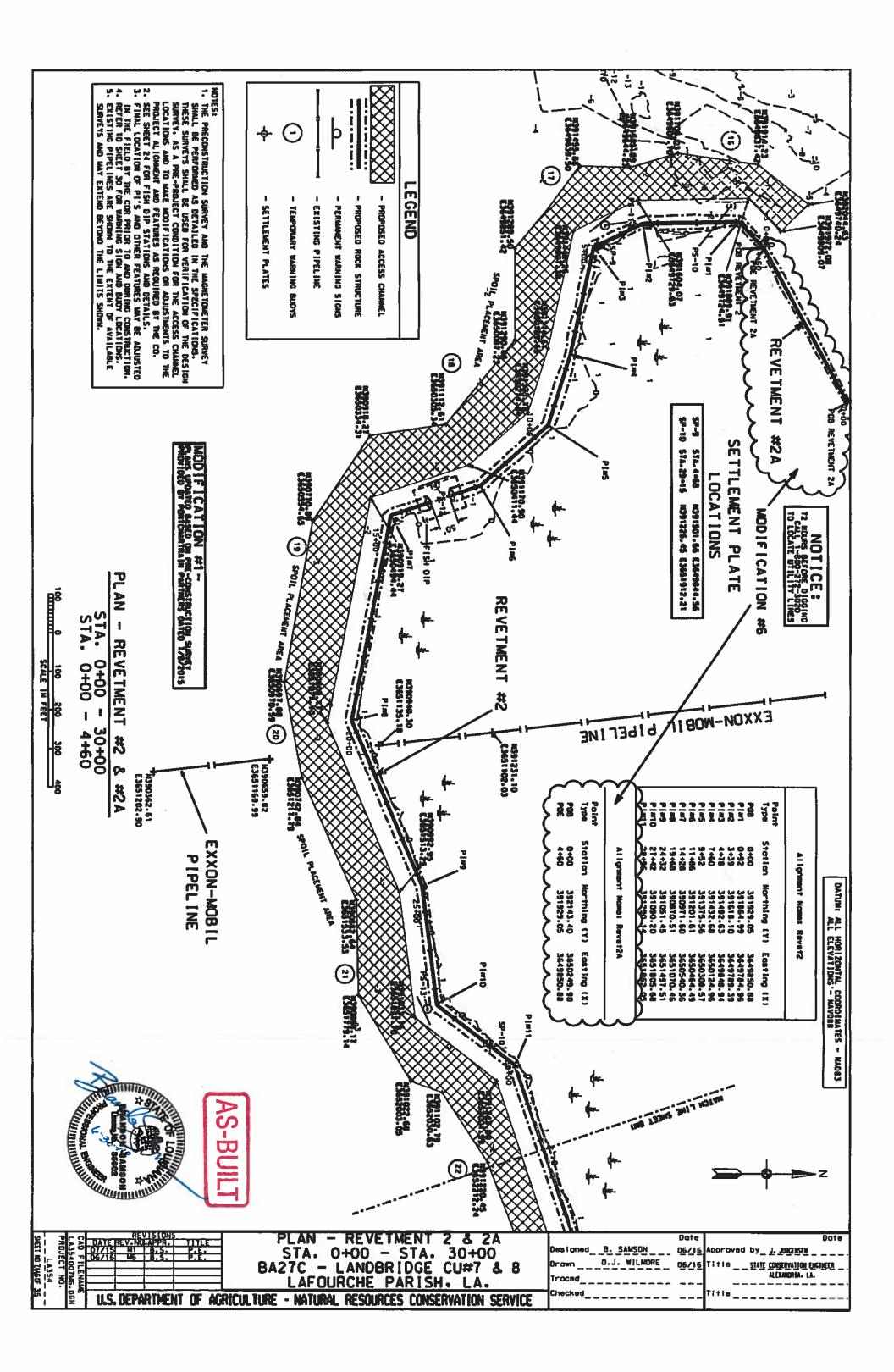


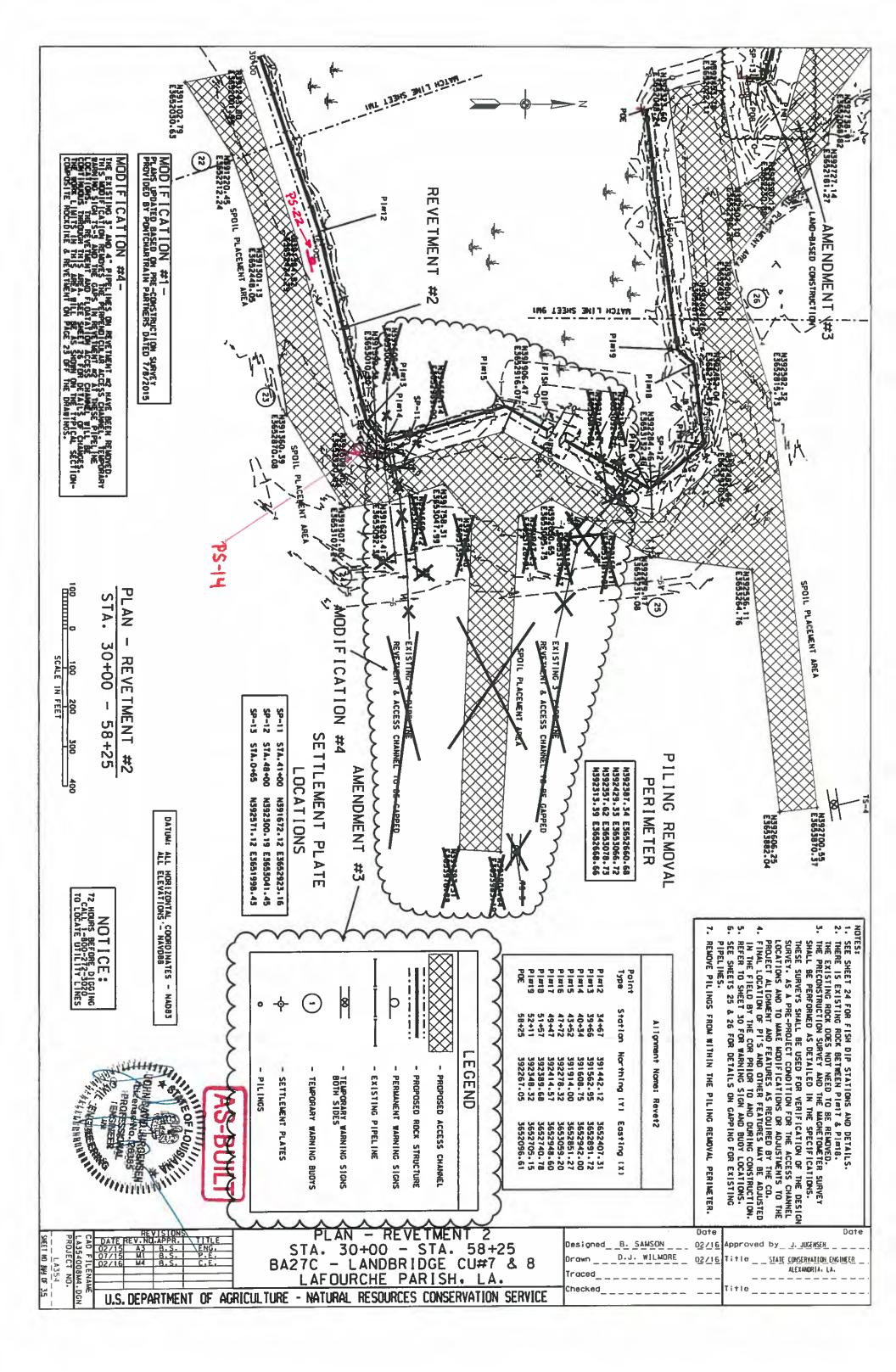


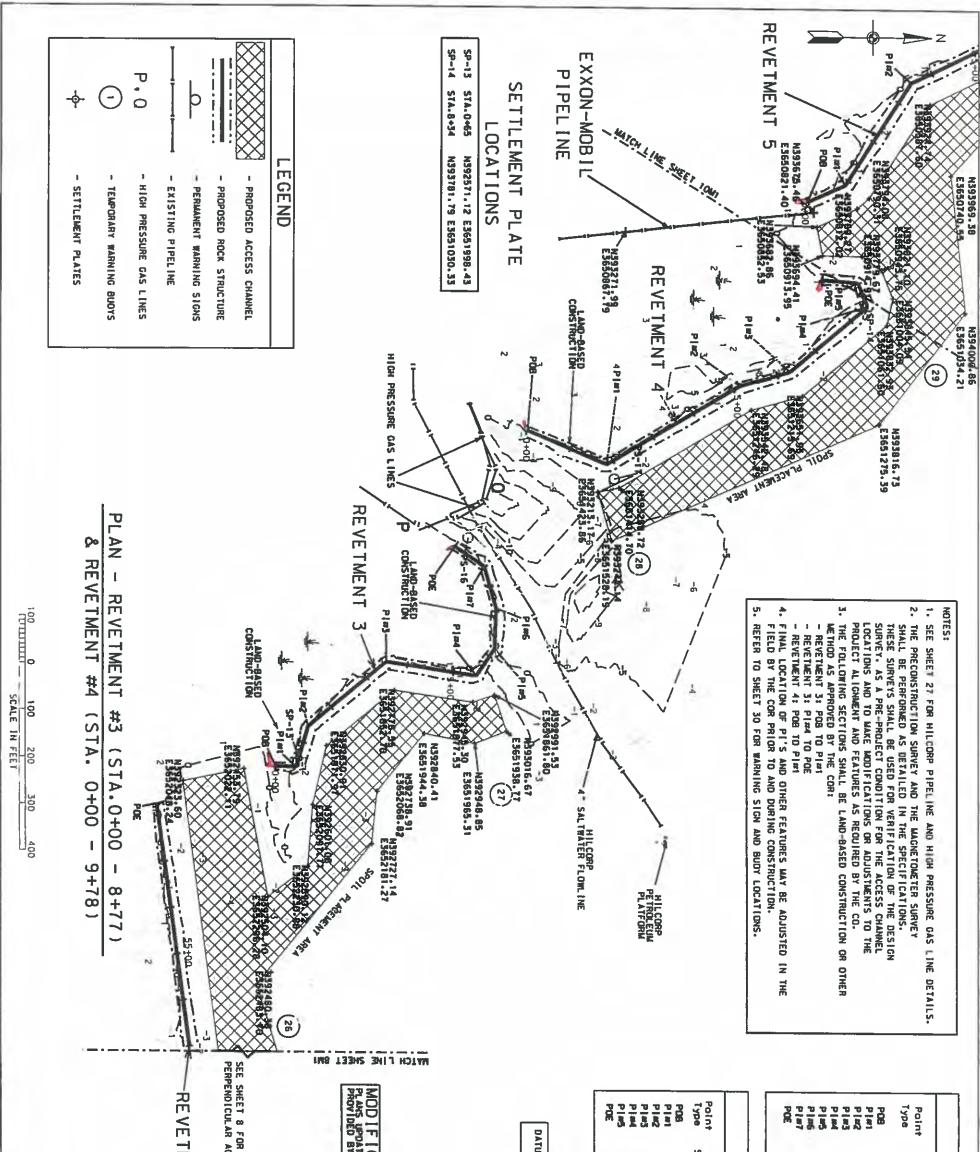




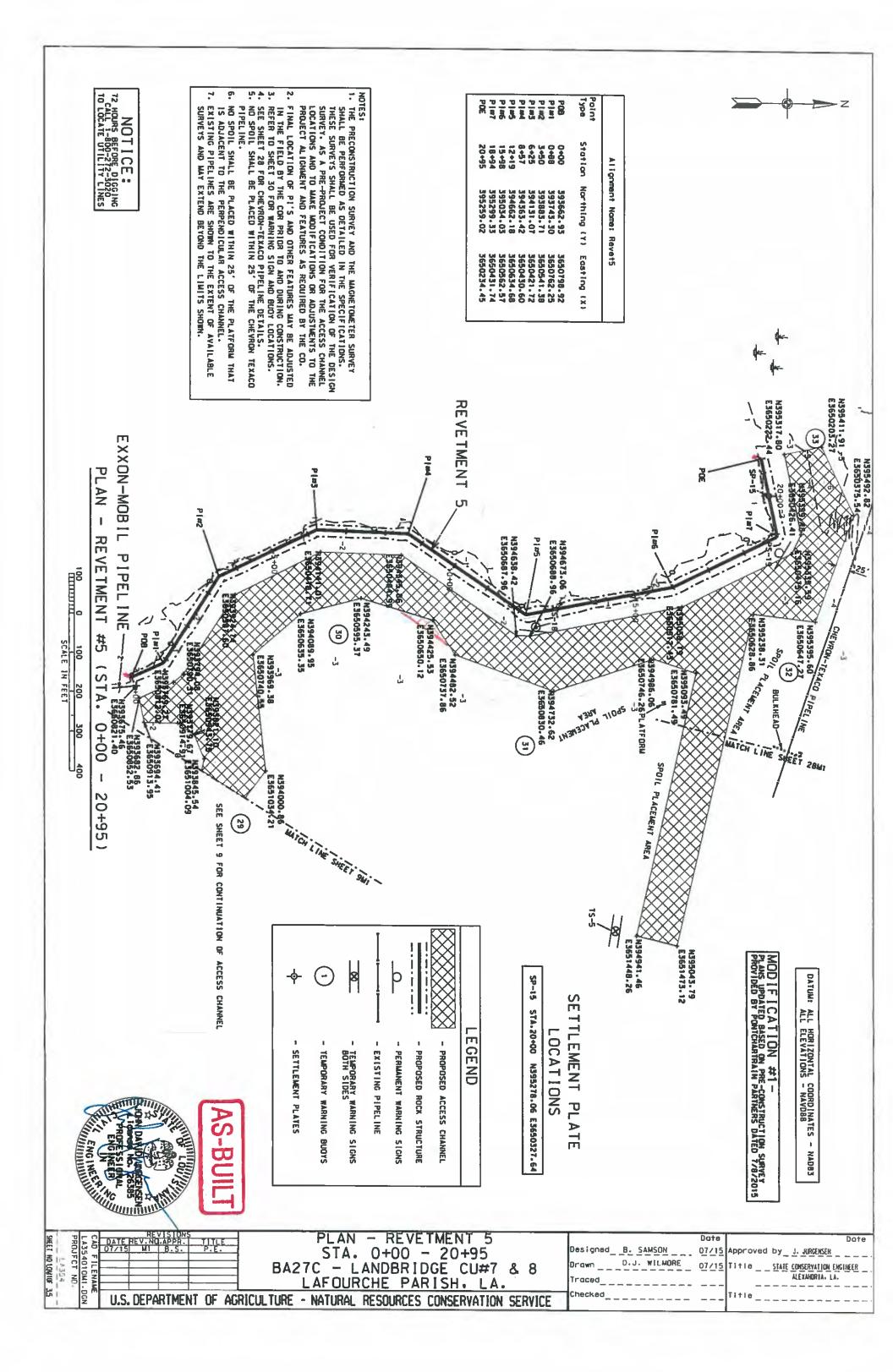


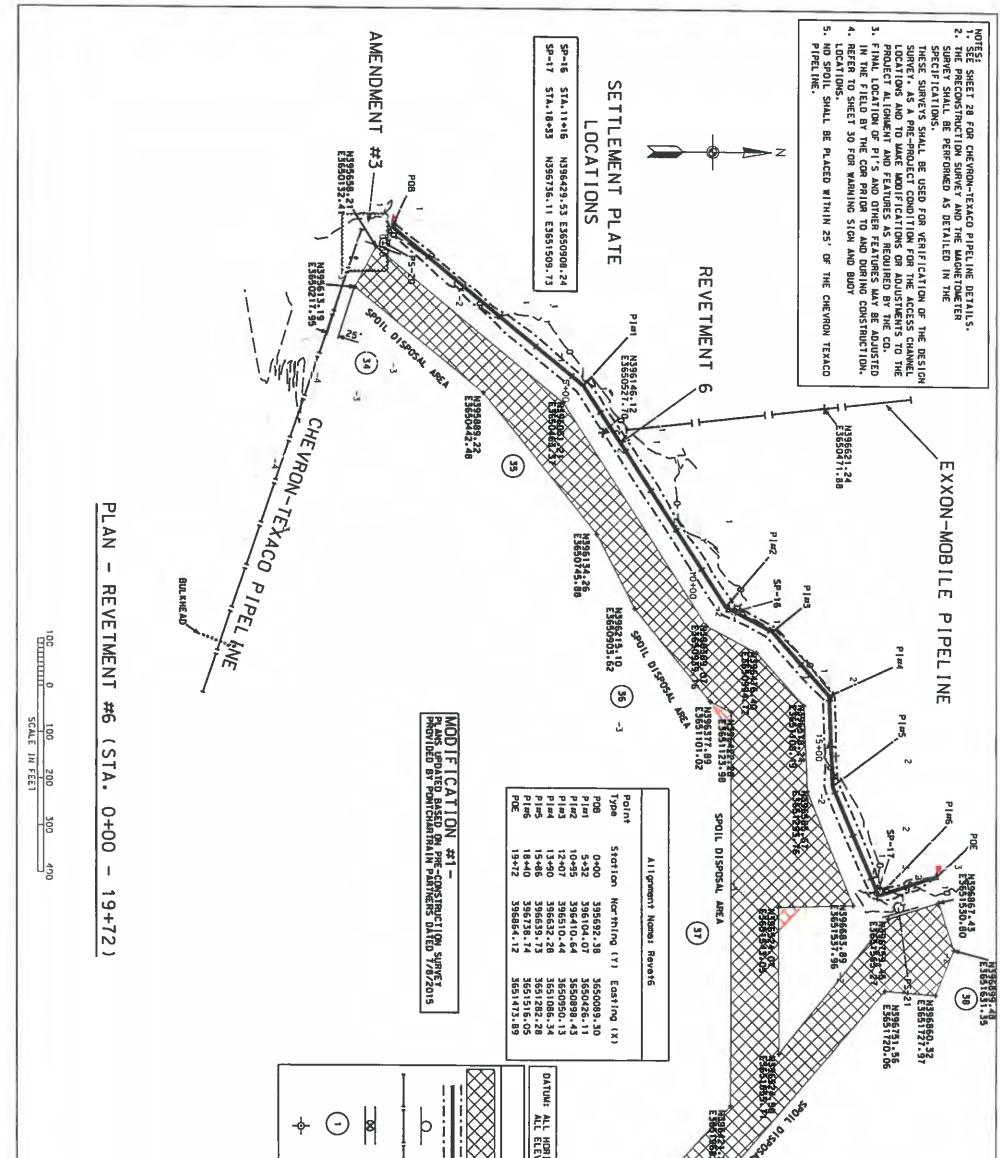




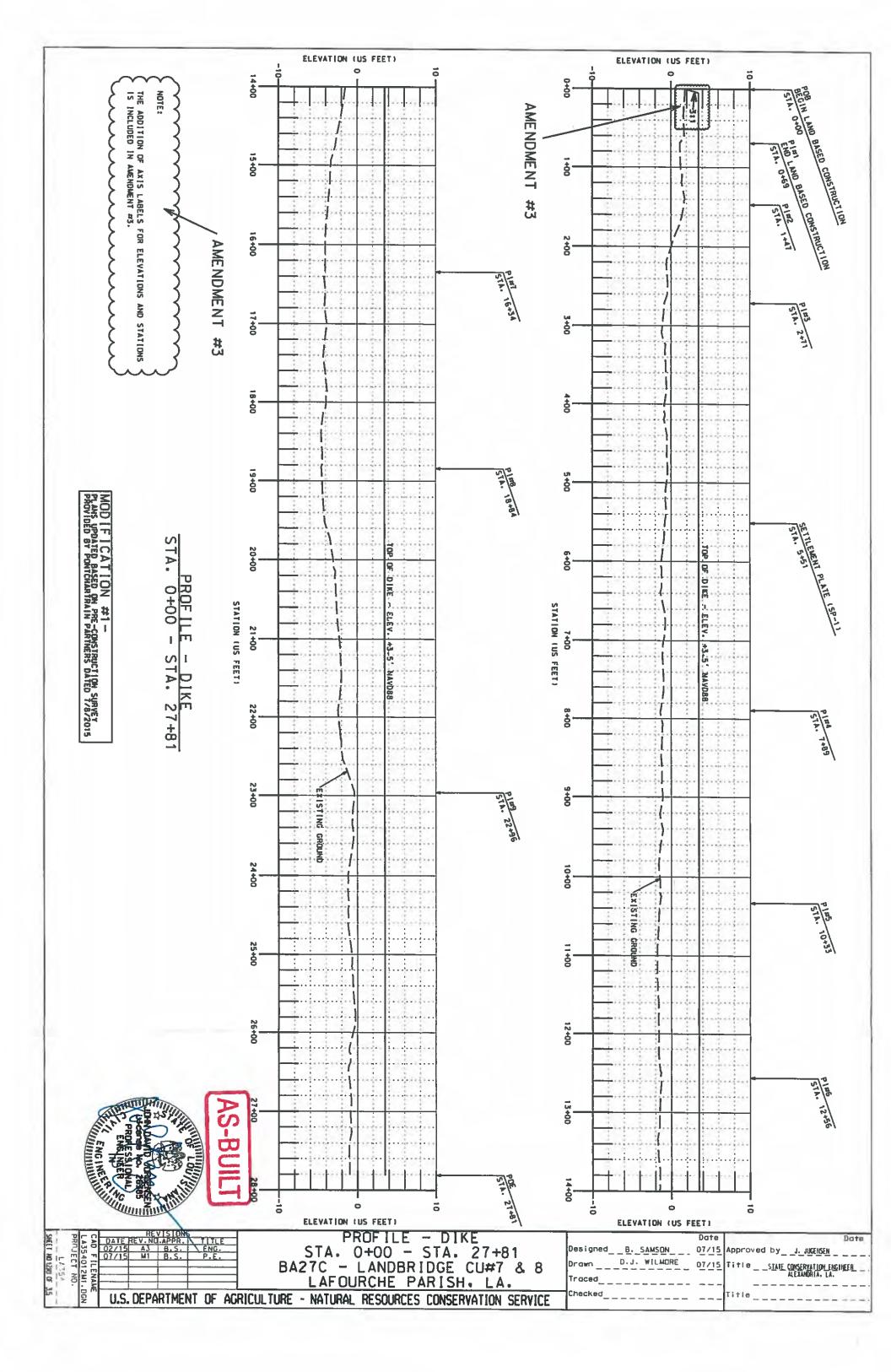


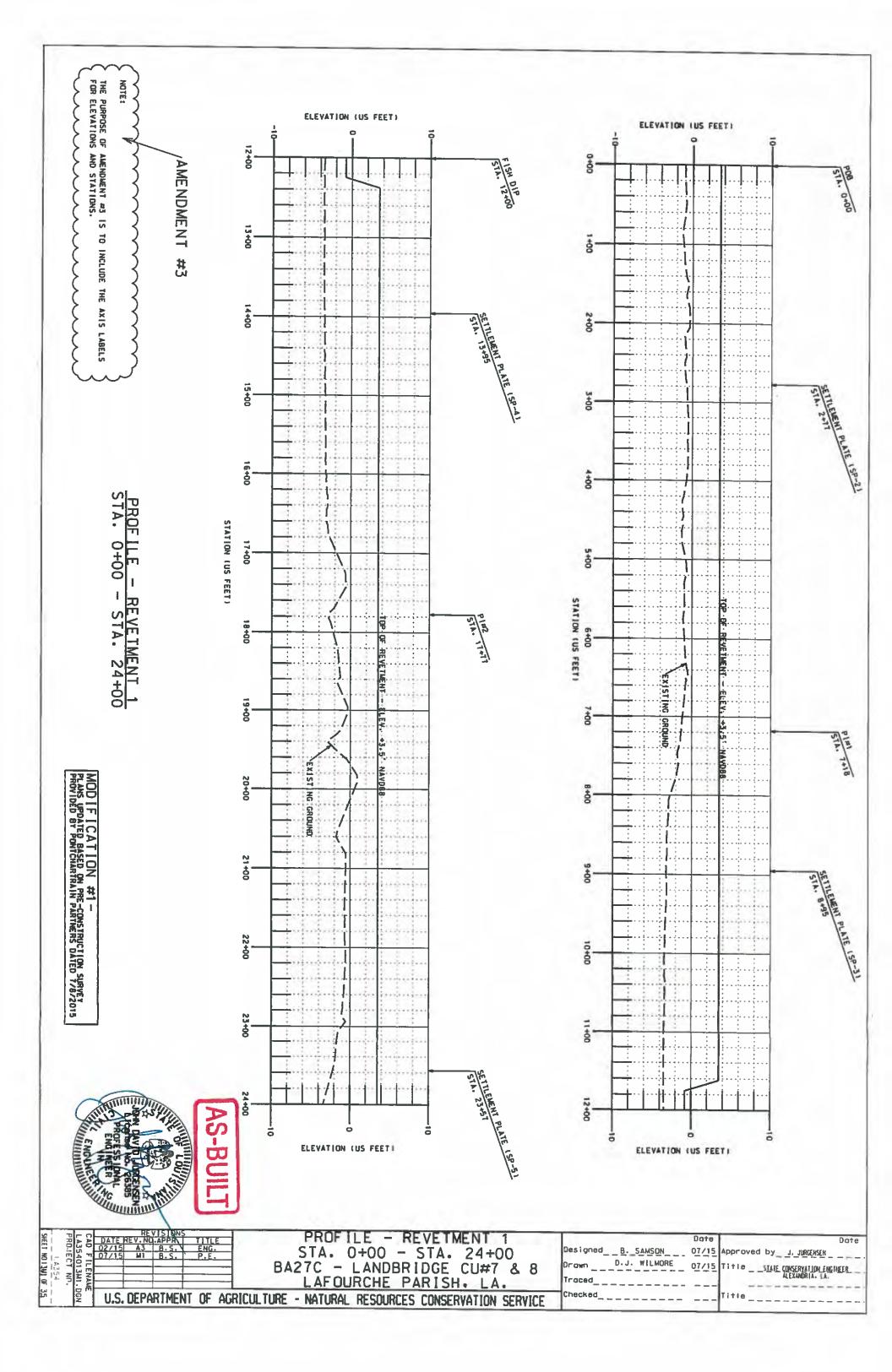
ACCESS CHANNEL TMENT 2 PROVIDE AND ADDRESS FLOW AND ADDRESS CHANNEL	ICATION #1 - ICATION #1 - NOTICE: ICATION #1 - NED BASED ON PRE-CONSTRUCTION SURVEY BY PONTCHARTRAIN PARTNERS DATED 7/8/2015	Alignment Name: Revet4 ation Northing (Y) Easting (00 393062.16 3651293.20 044 393232.15 3651364.25 047 393518.05 3651194.44 01 393791.44 3651022.10 047 393791.44 3651022.10 047 393574.10 3650965.76	Alignment Nome: Revet3 Station Northing (Y) Easting (X) 0+00 392520.79 3652015.61 0+45 392565.59 3652017.64 1+36 392758.81 3651930.37 3+54 392758.81 3651930.47 6+19 392291.64 3651820.47 6+19 392291.64 365182.40 8+01 392291.64 3651675.40 8+77 392906.17 3651542.46
BA27C	-00 - 8+77, 0+00 -	Character and	Date Date Date 07/15 Approved by J. JURGENSEN 07/15 TitleSTATE CONSERVATION ENGINEER ALEXANDRIA. LA.

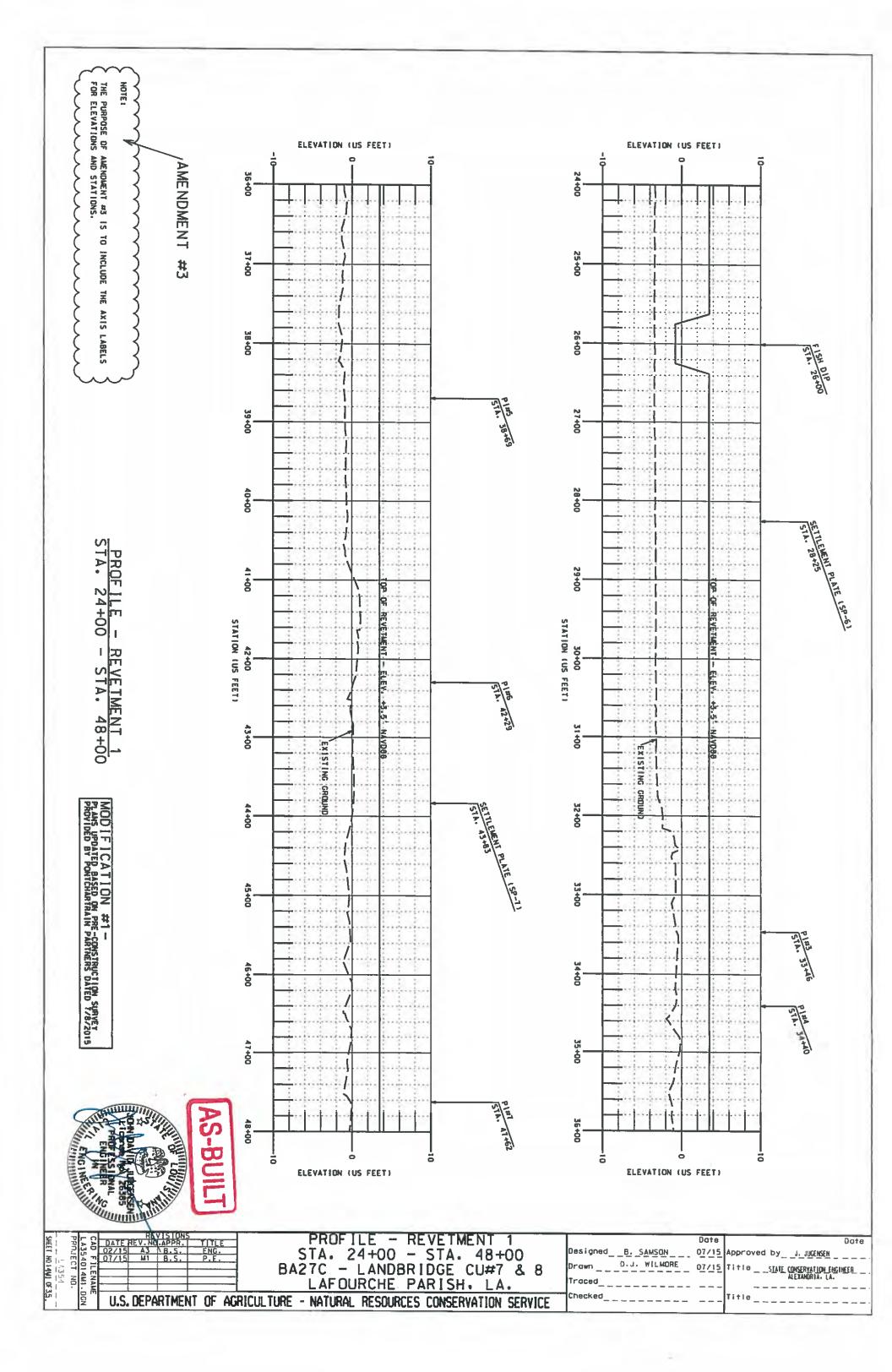


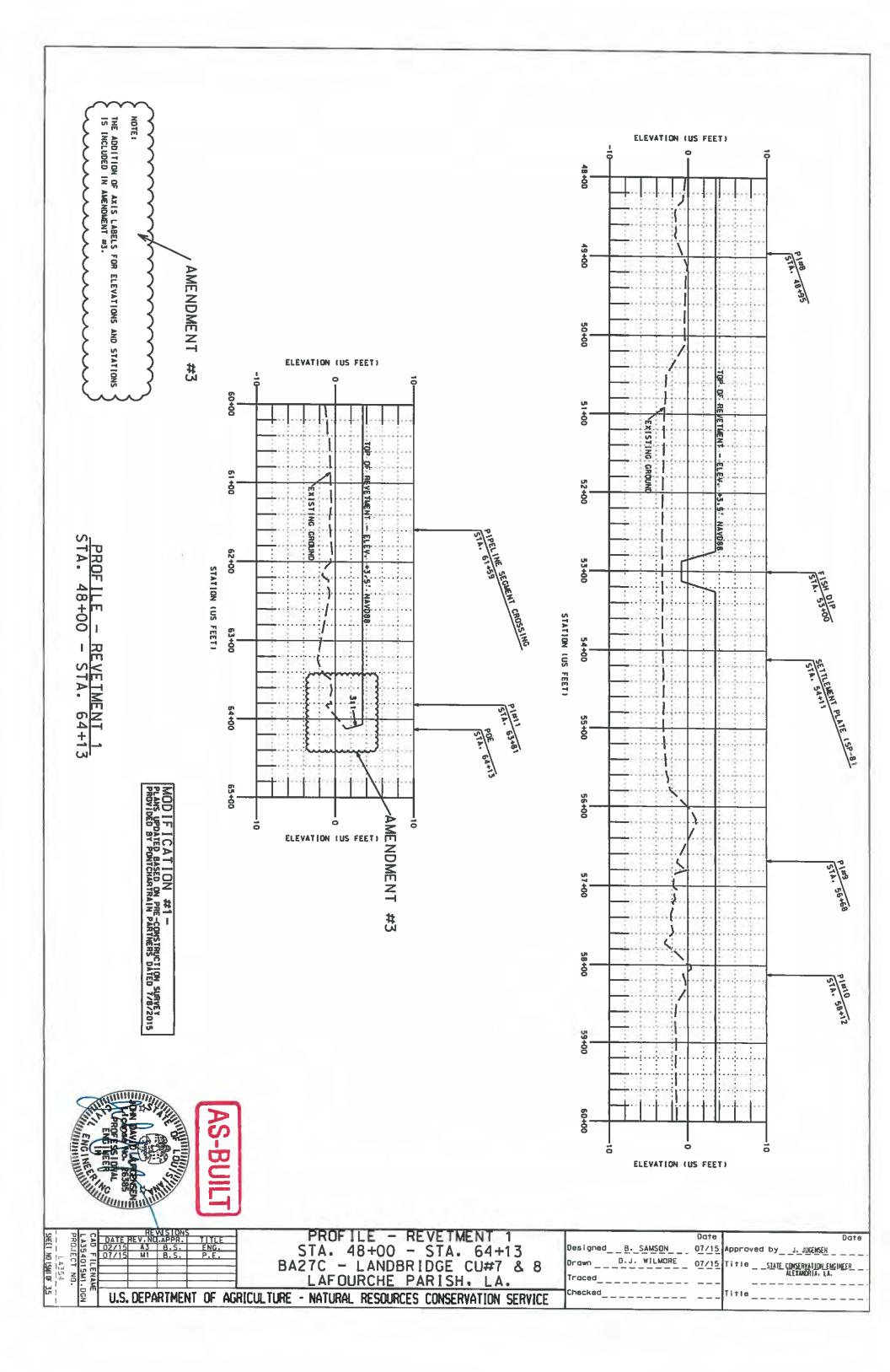


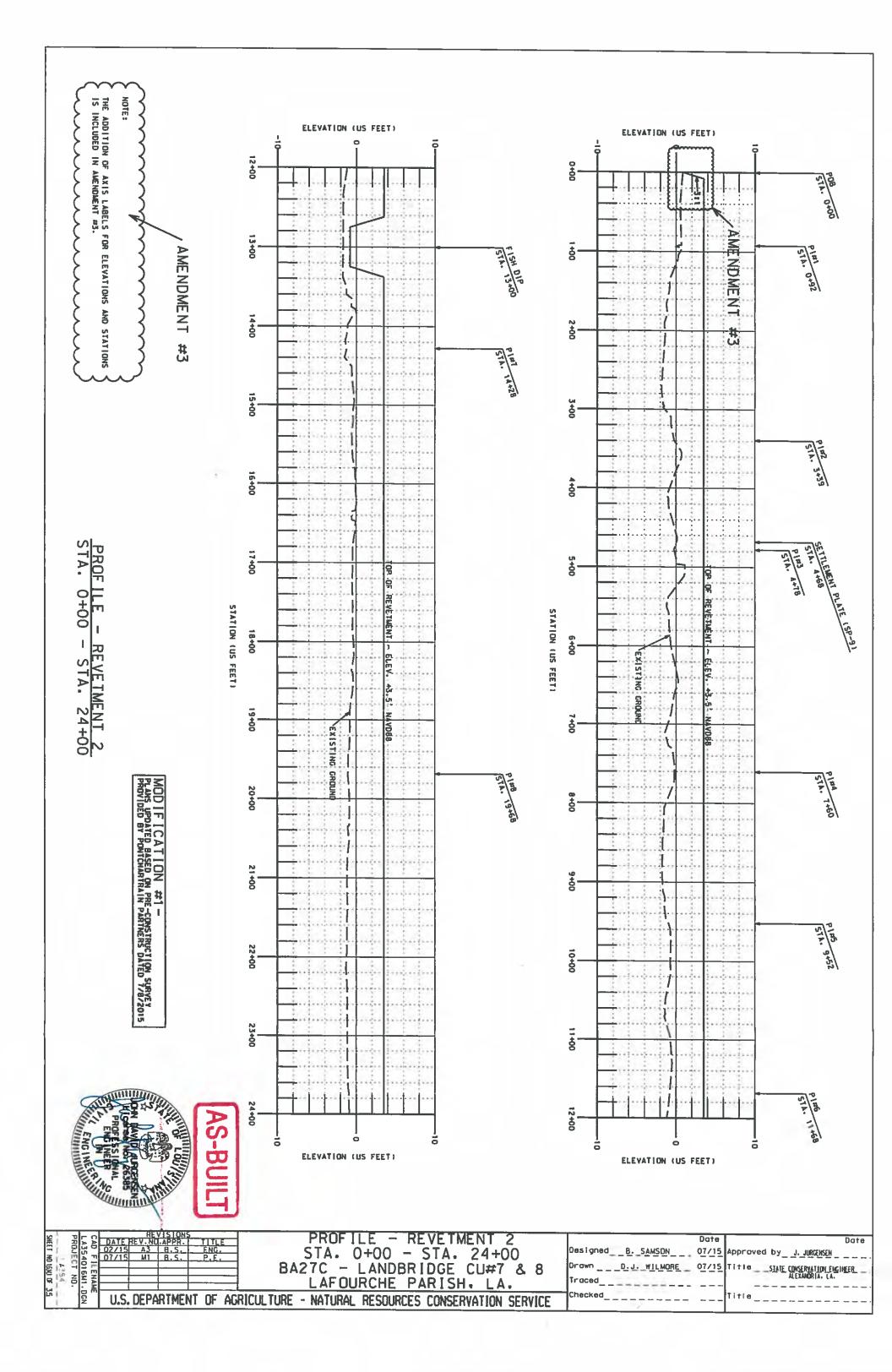
AS-BUILT Processes in the second seco	DRIZONTAL COORDINATES - N3952352.41 N3952352.41 LEVATIONS - PROPOSED ACCESS CHANNEL - PROPOSED ROCK STRUCTURE - PERMANENT WARNING SIGNS - EXISTING PIPELINE - TEMPORARY WARNING SIGNS - TEMPORARY WARNING BUDYS - SETTLEMENT PLATES	NOTICE: 12 HOURS BEFORE DIGGING TO CALL 1-BOOT 277-JOGONG TO LOCATE UTILITY LINES
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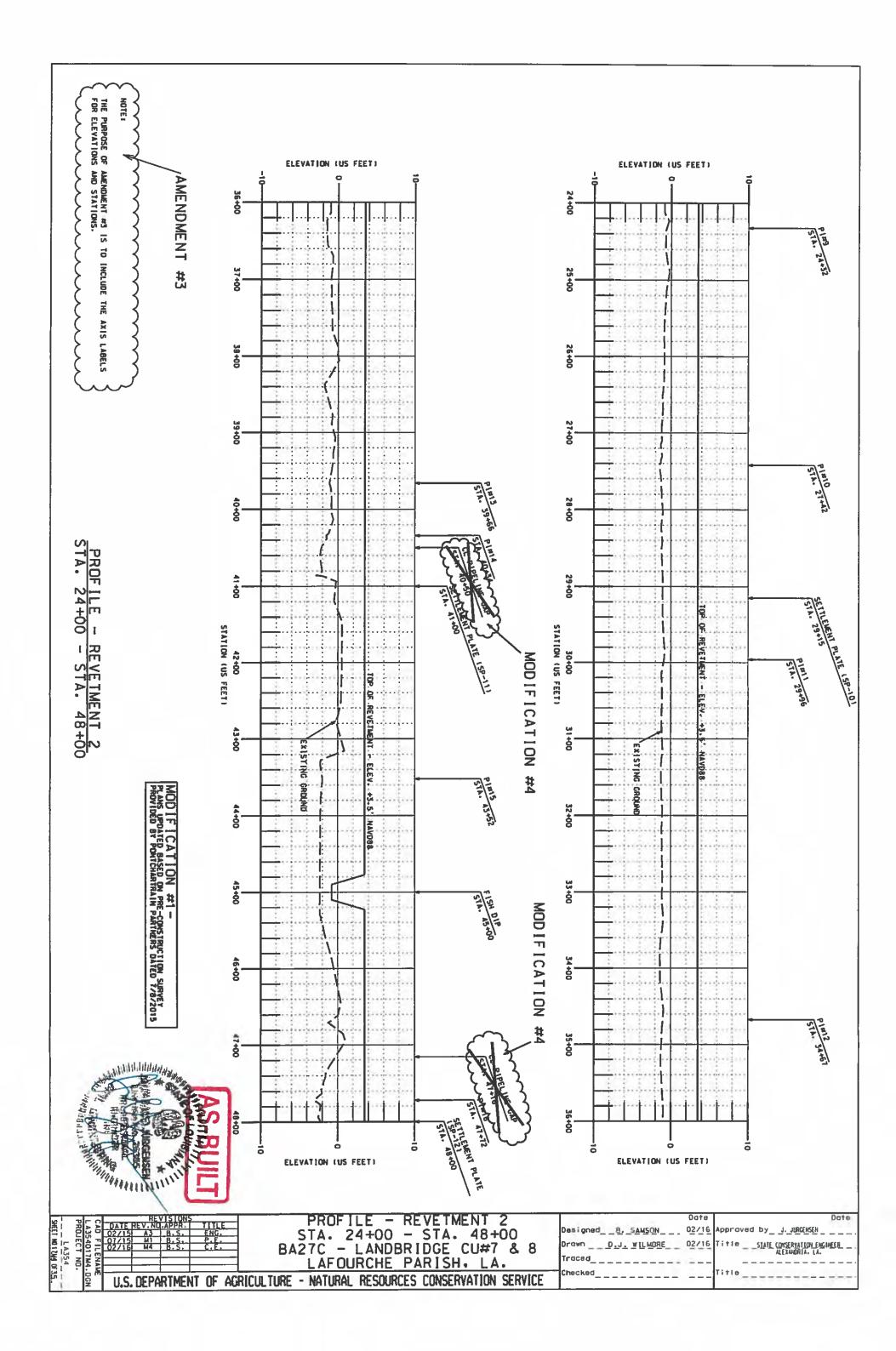


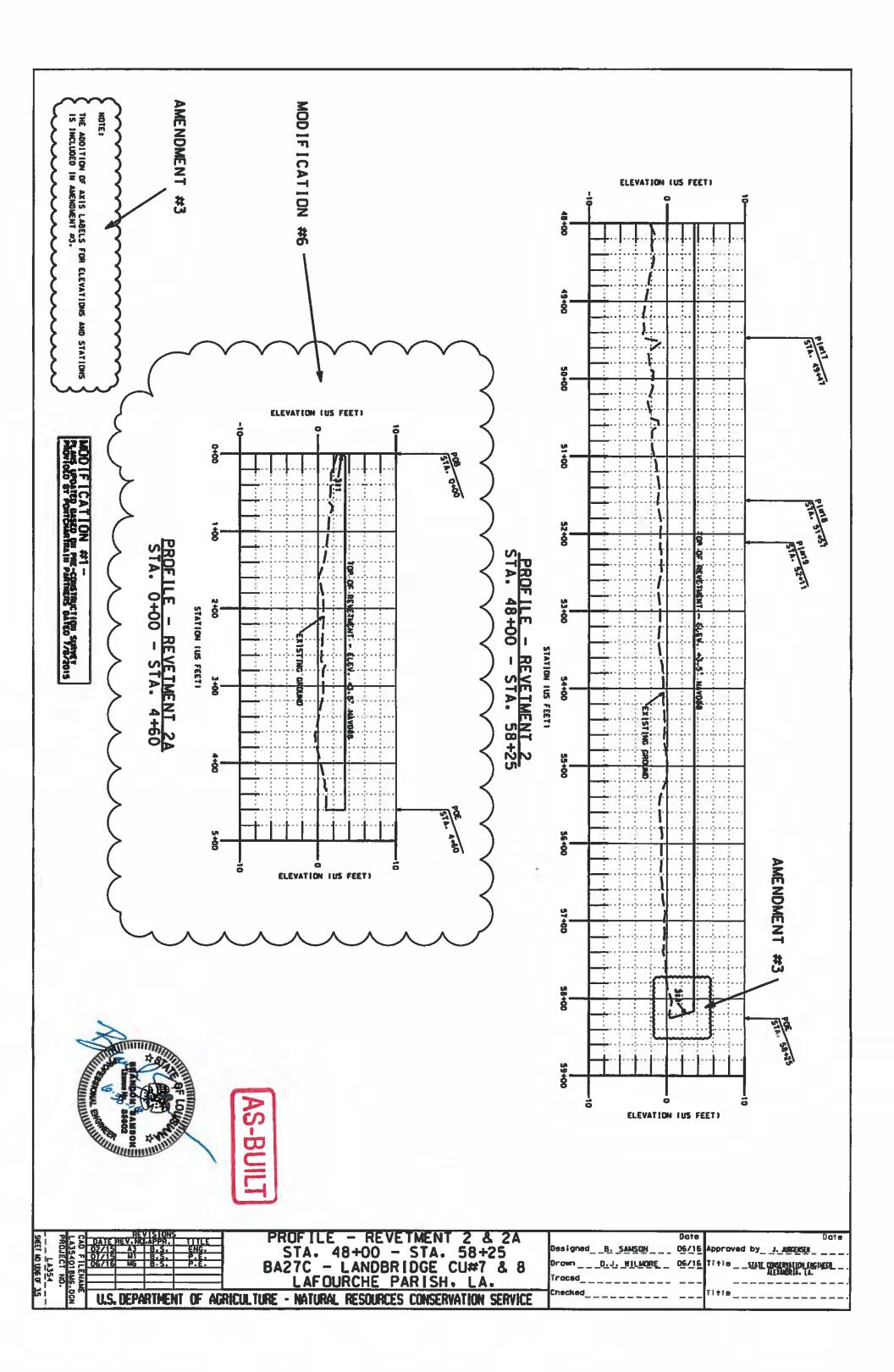


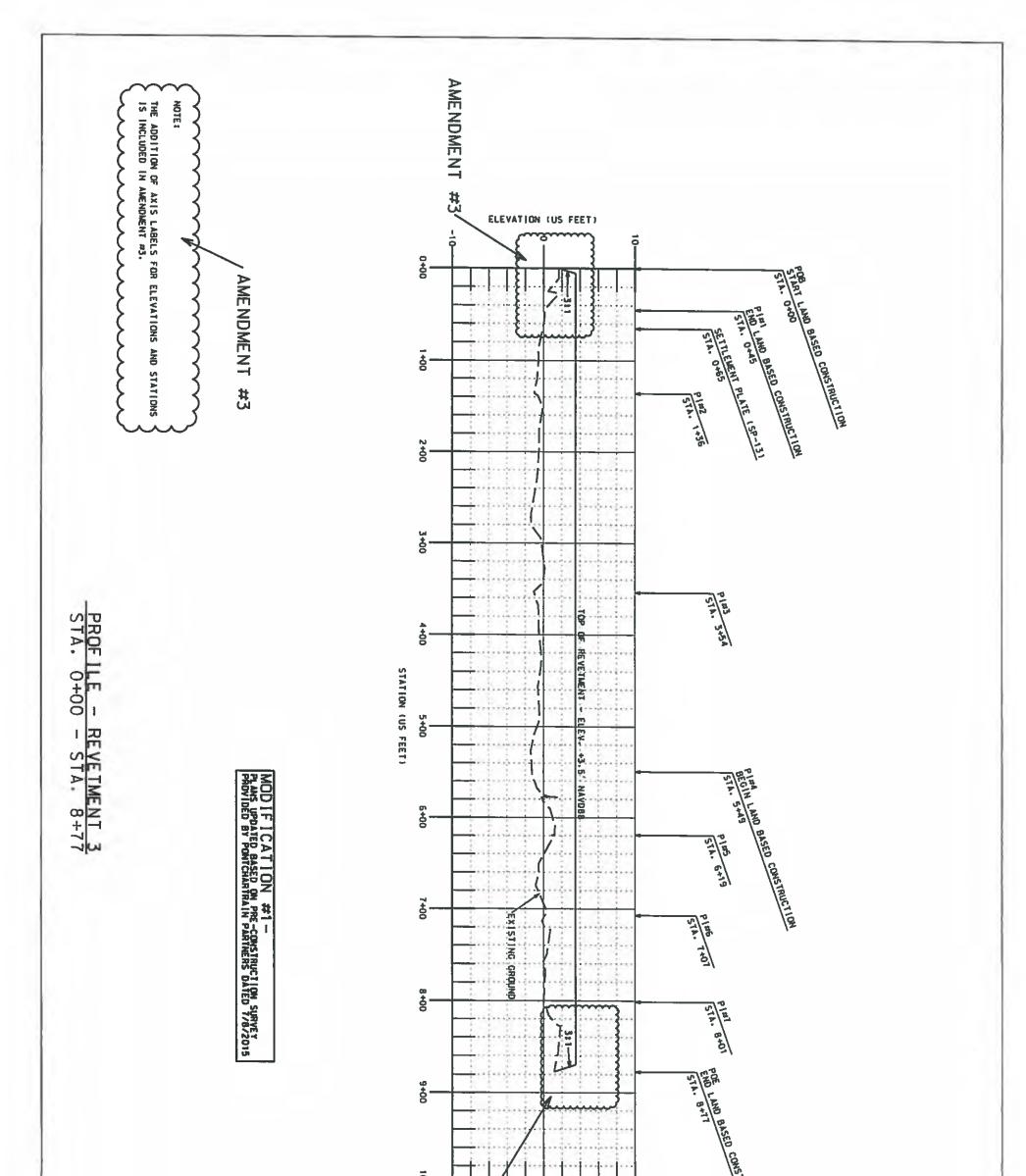


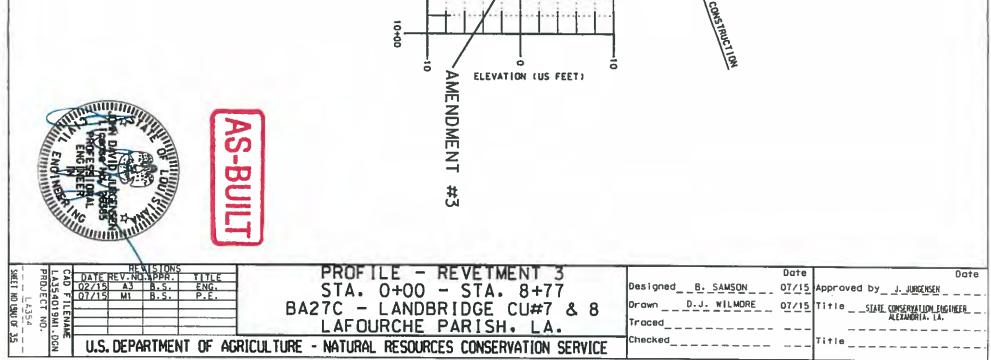


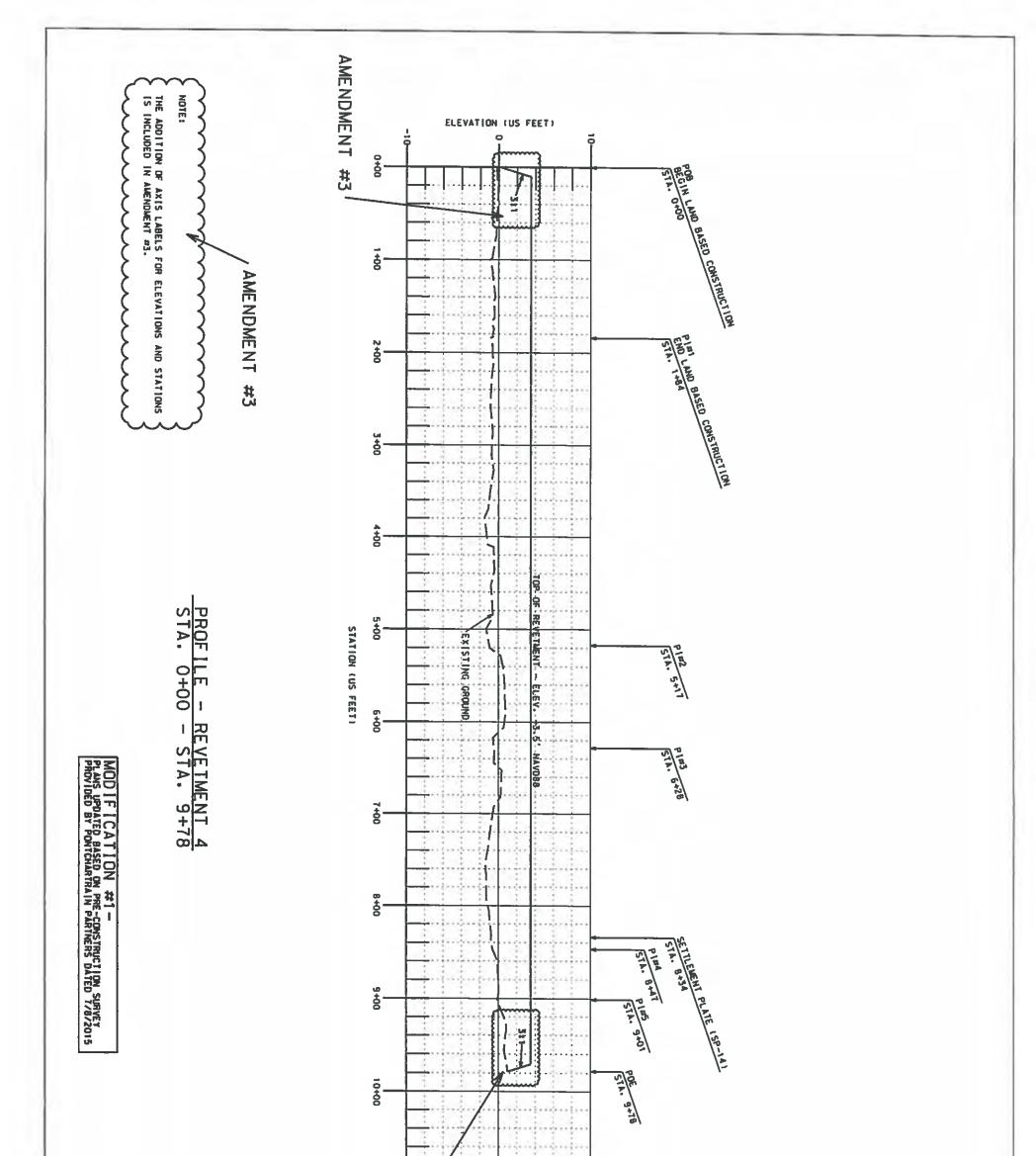


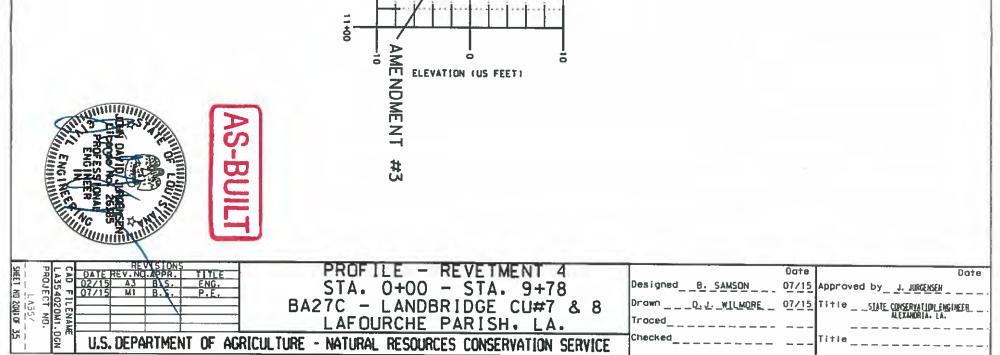


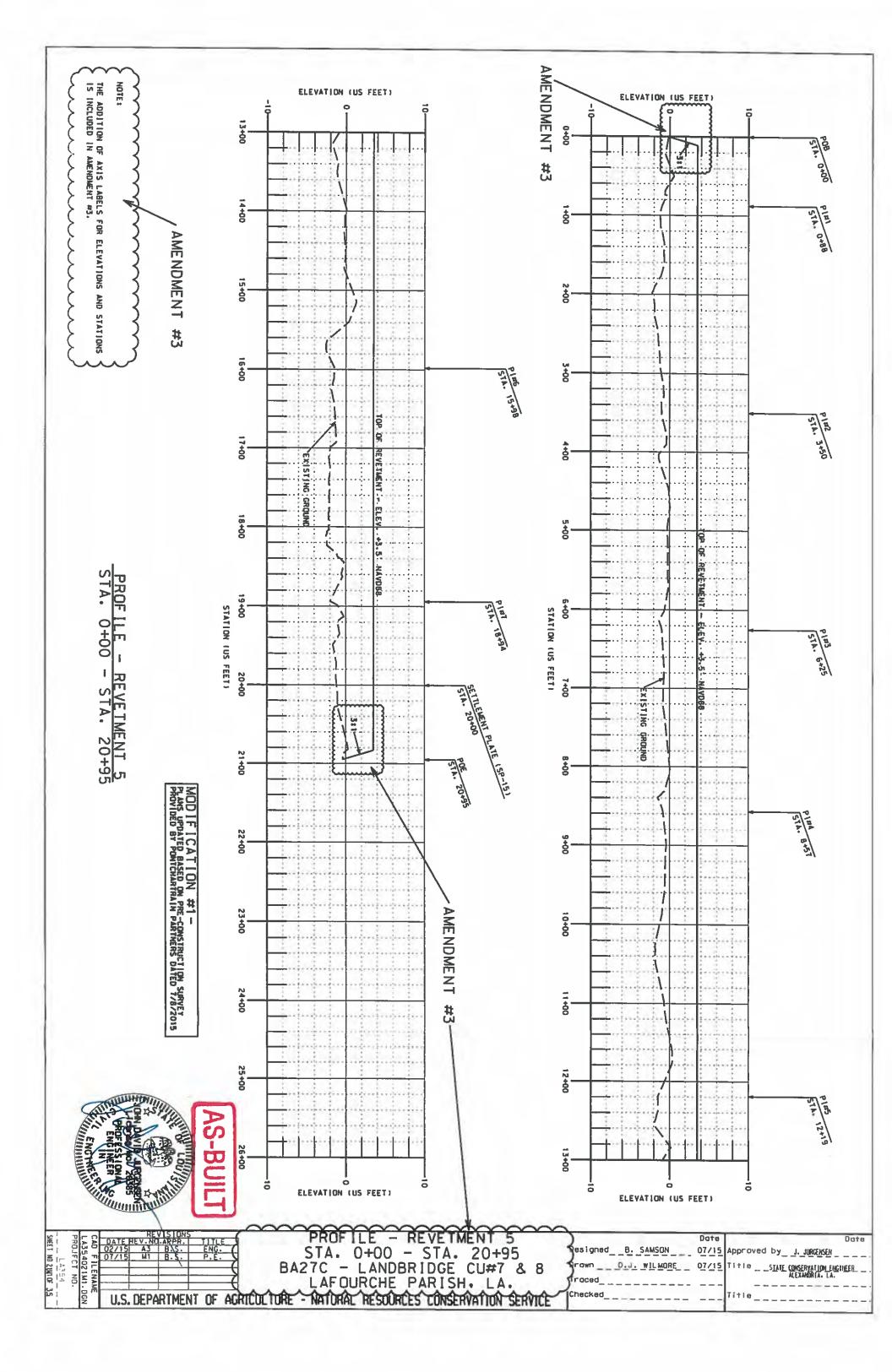


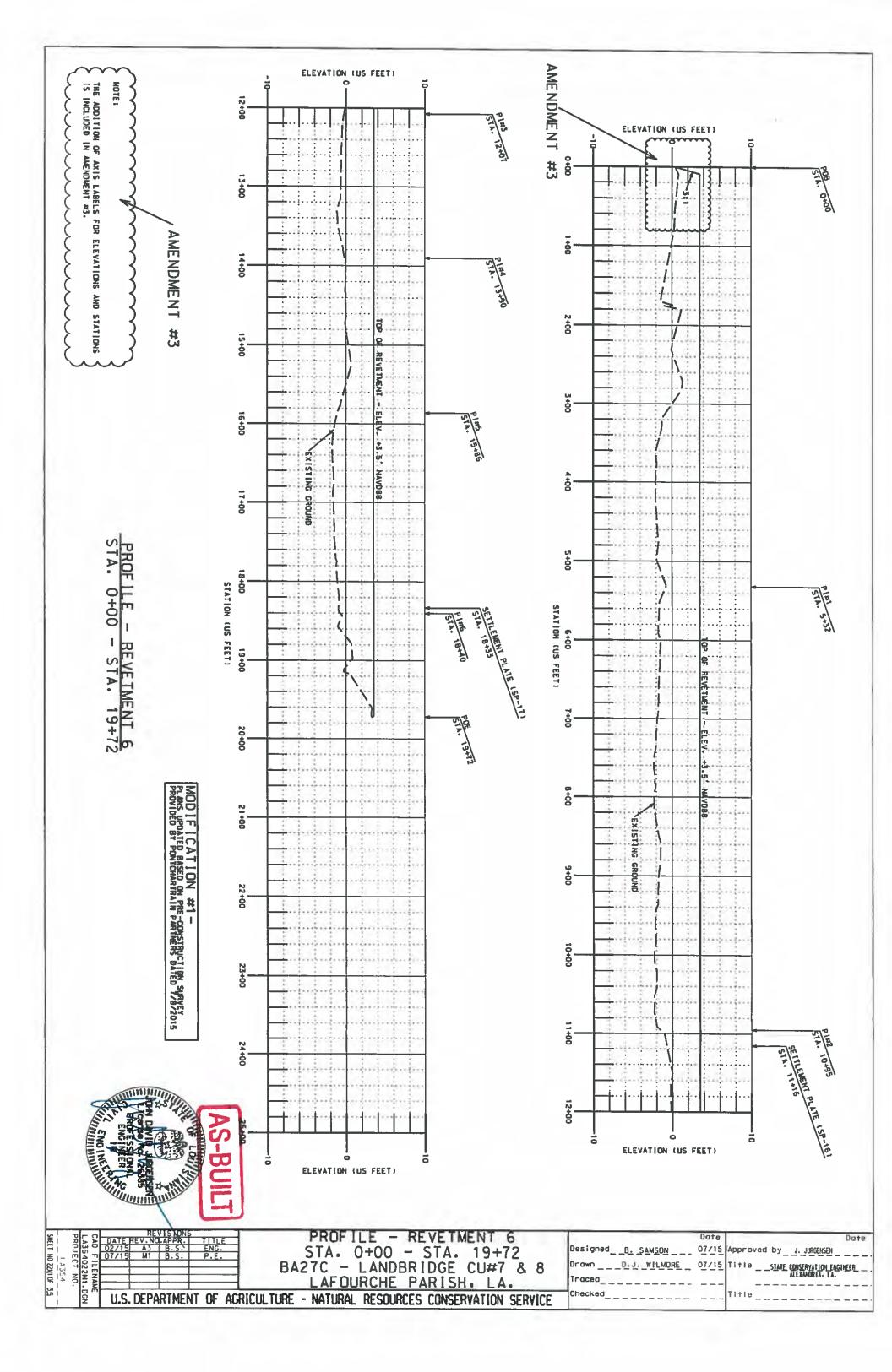


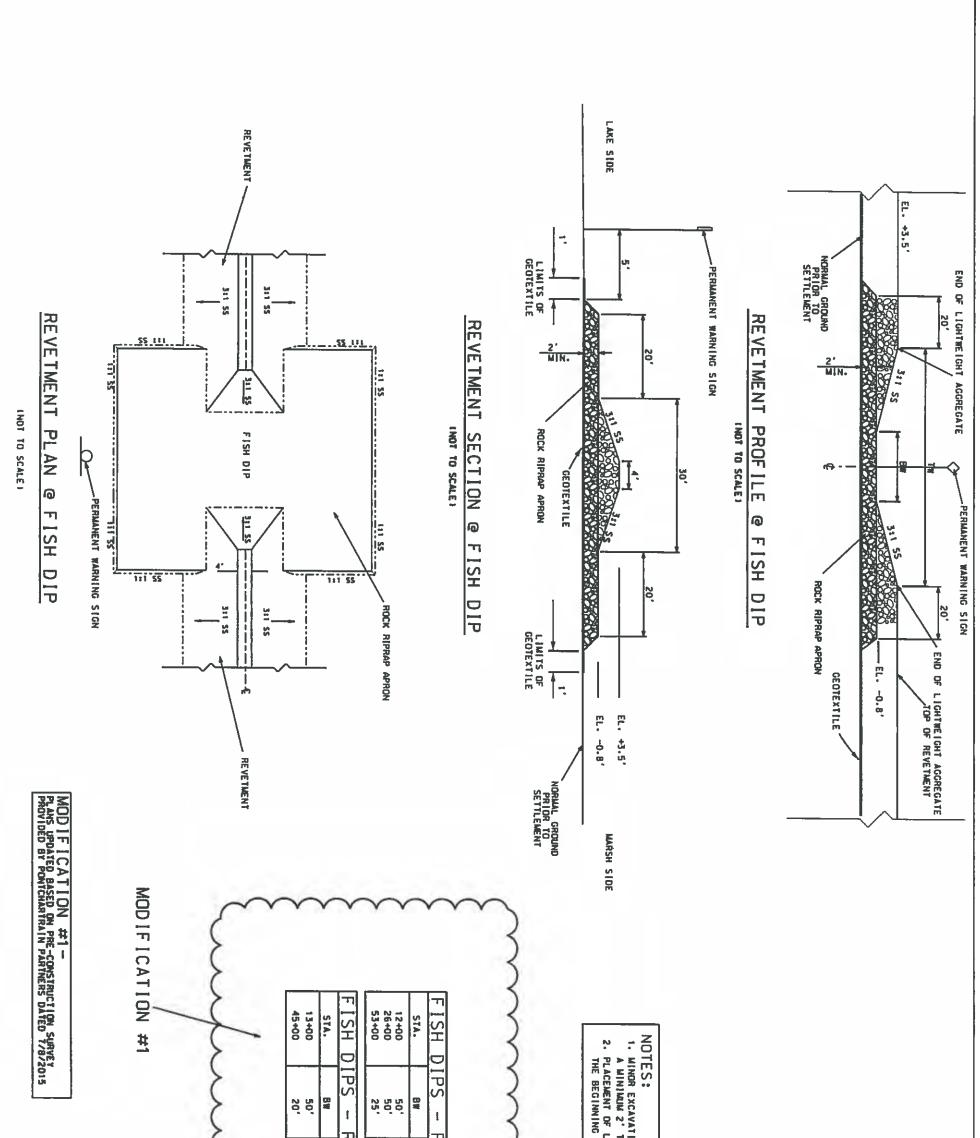




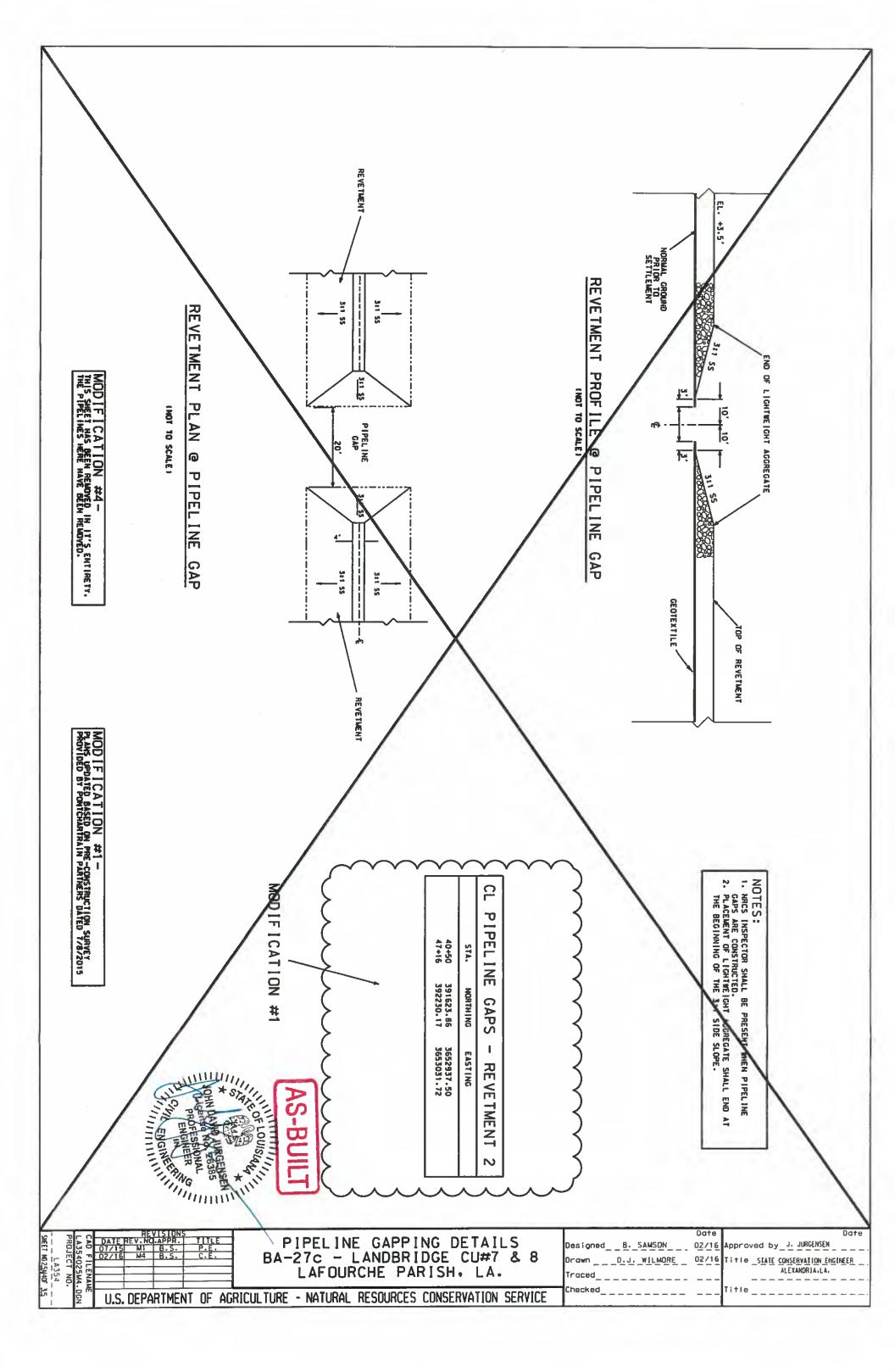


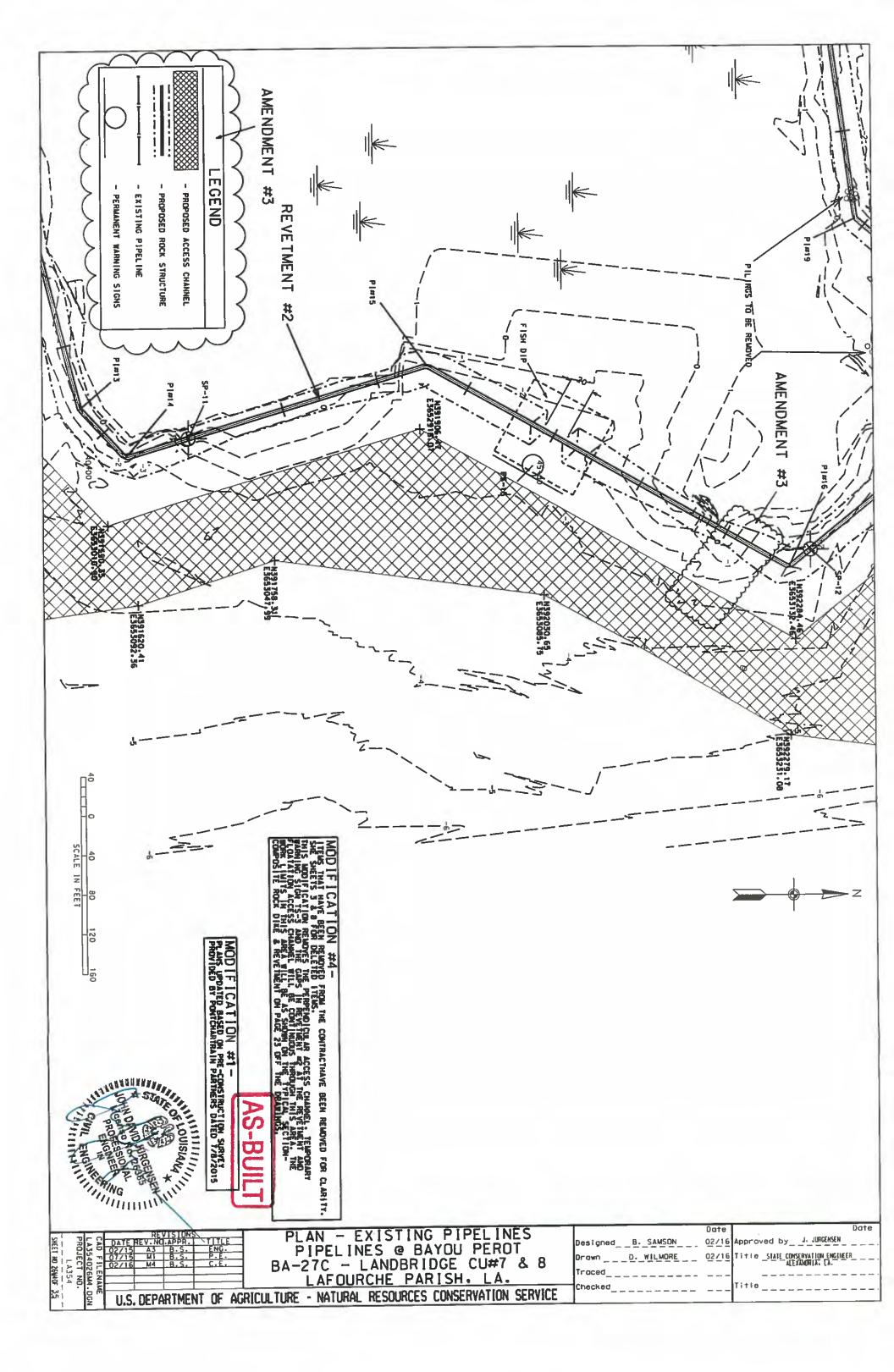


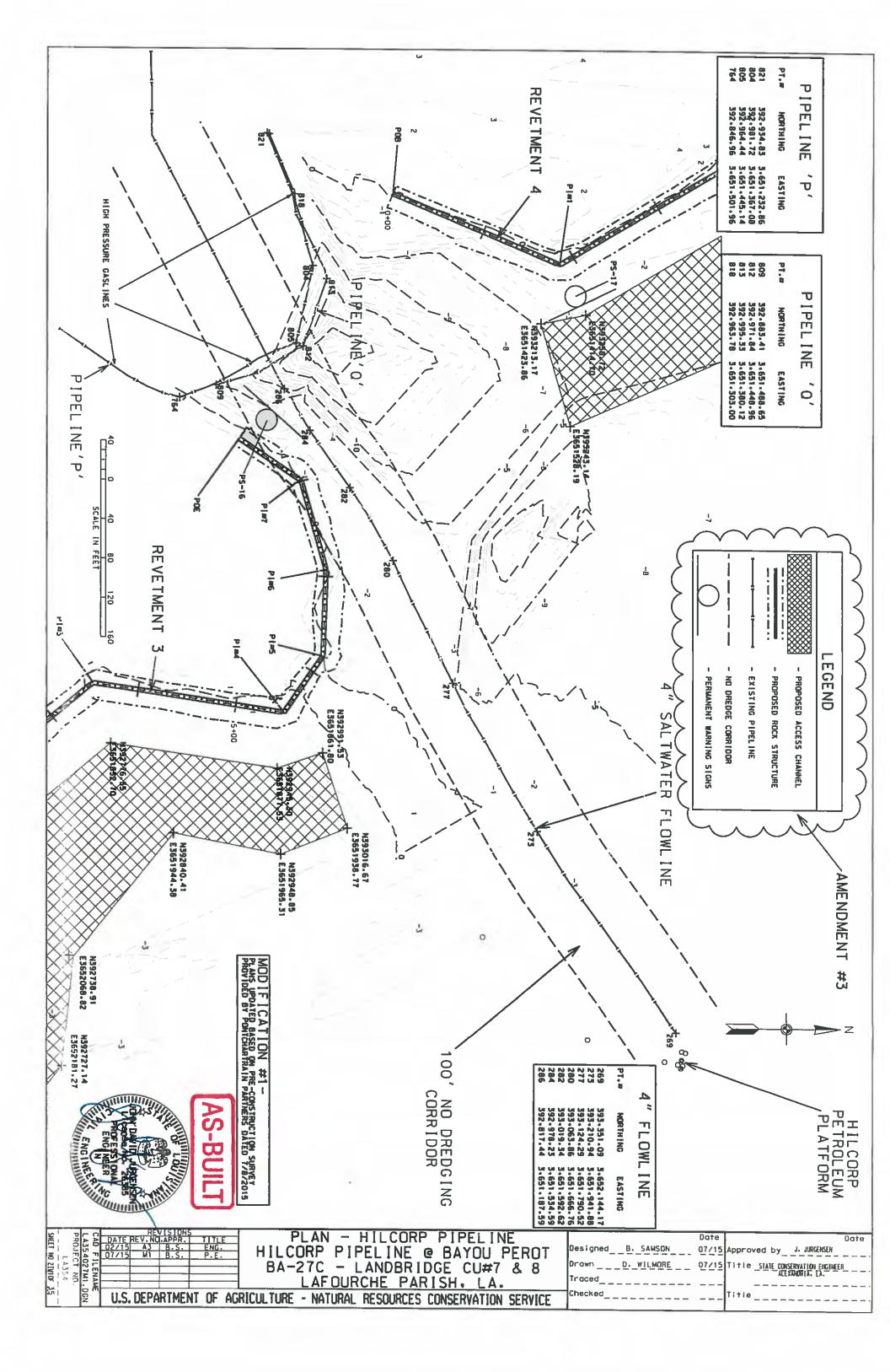


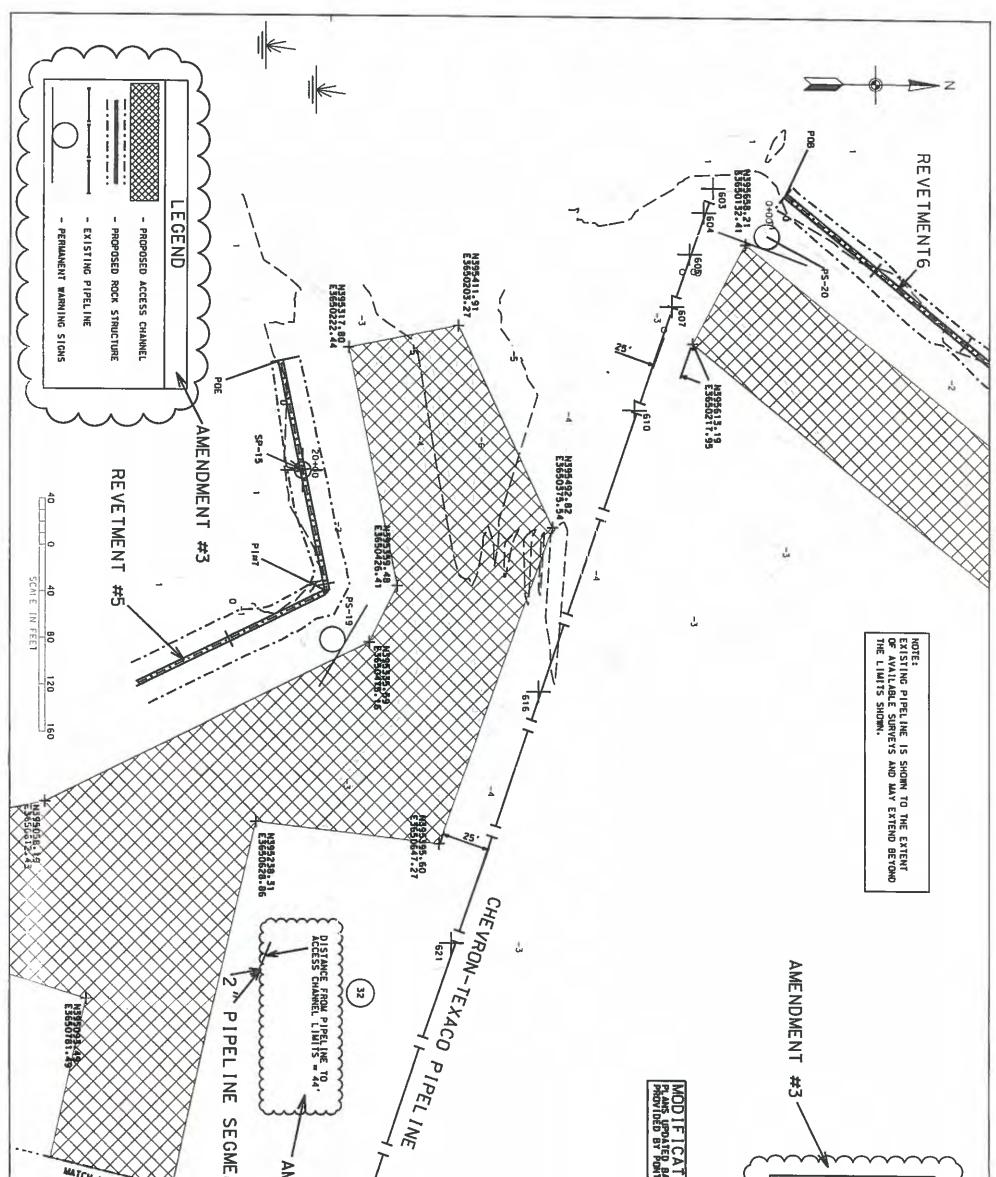


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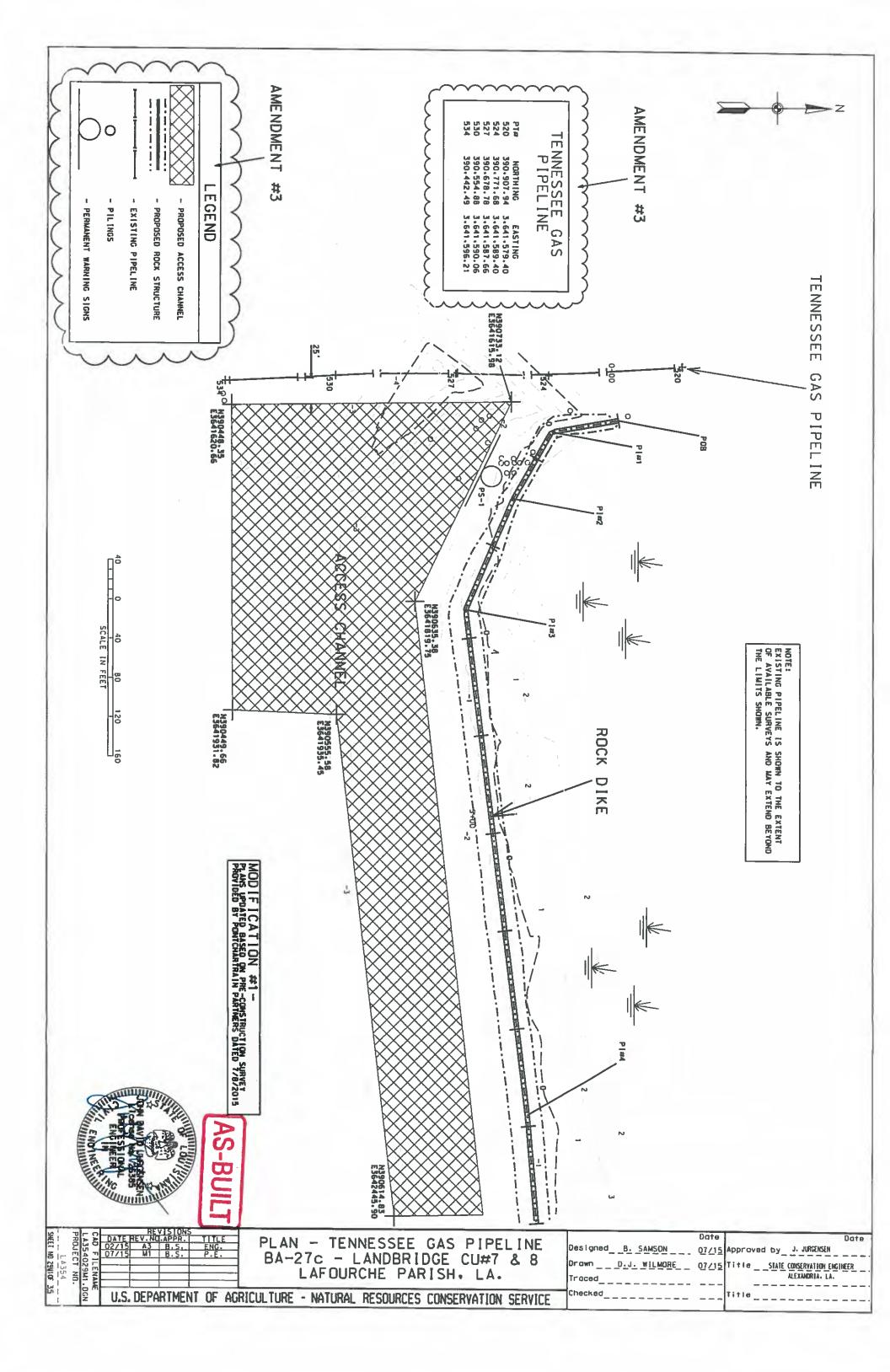


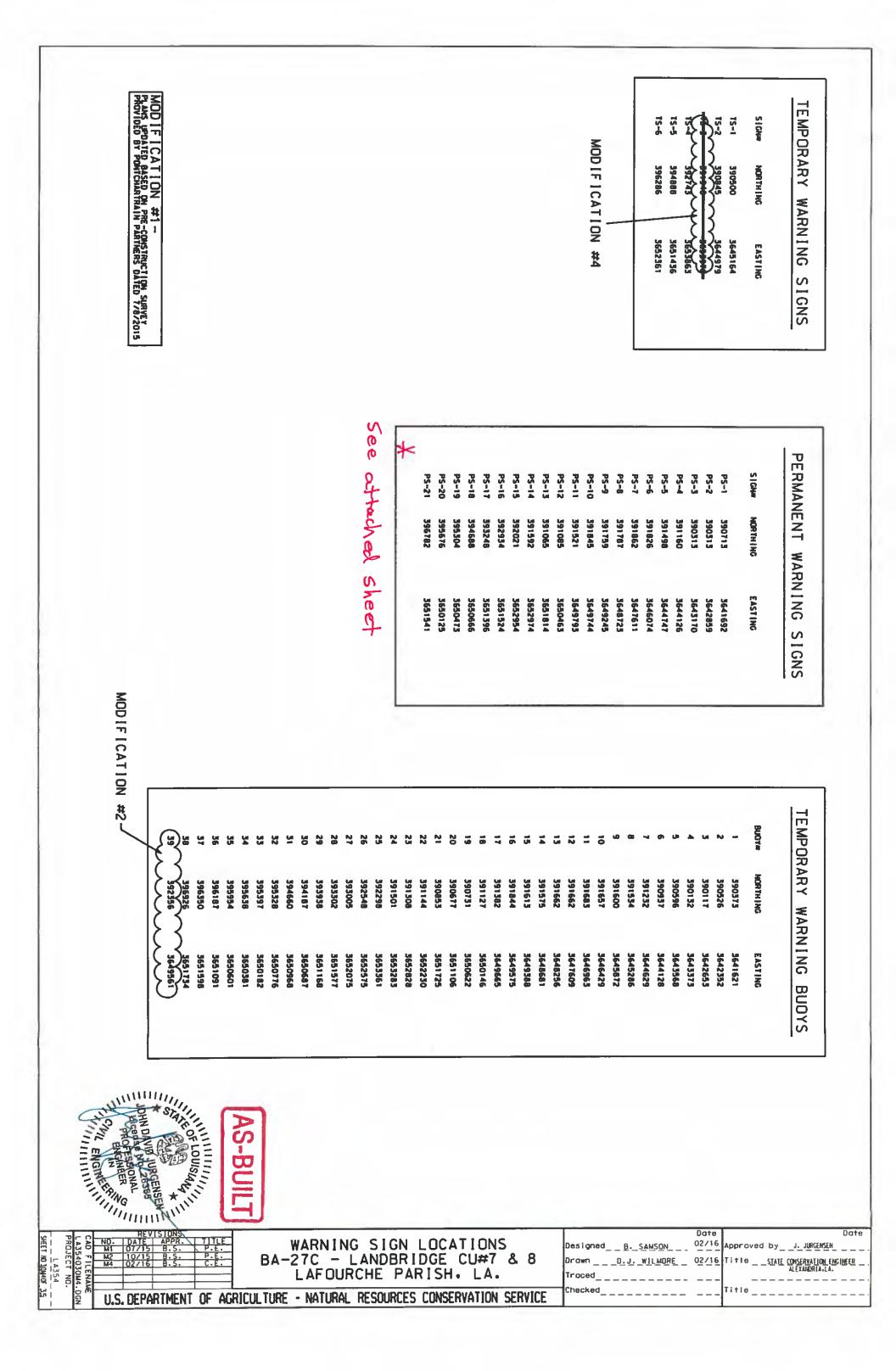






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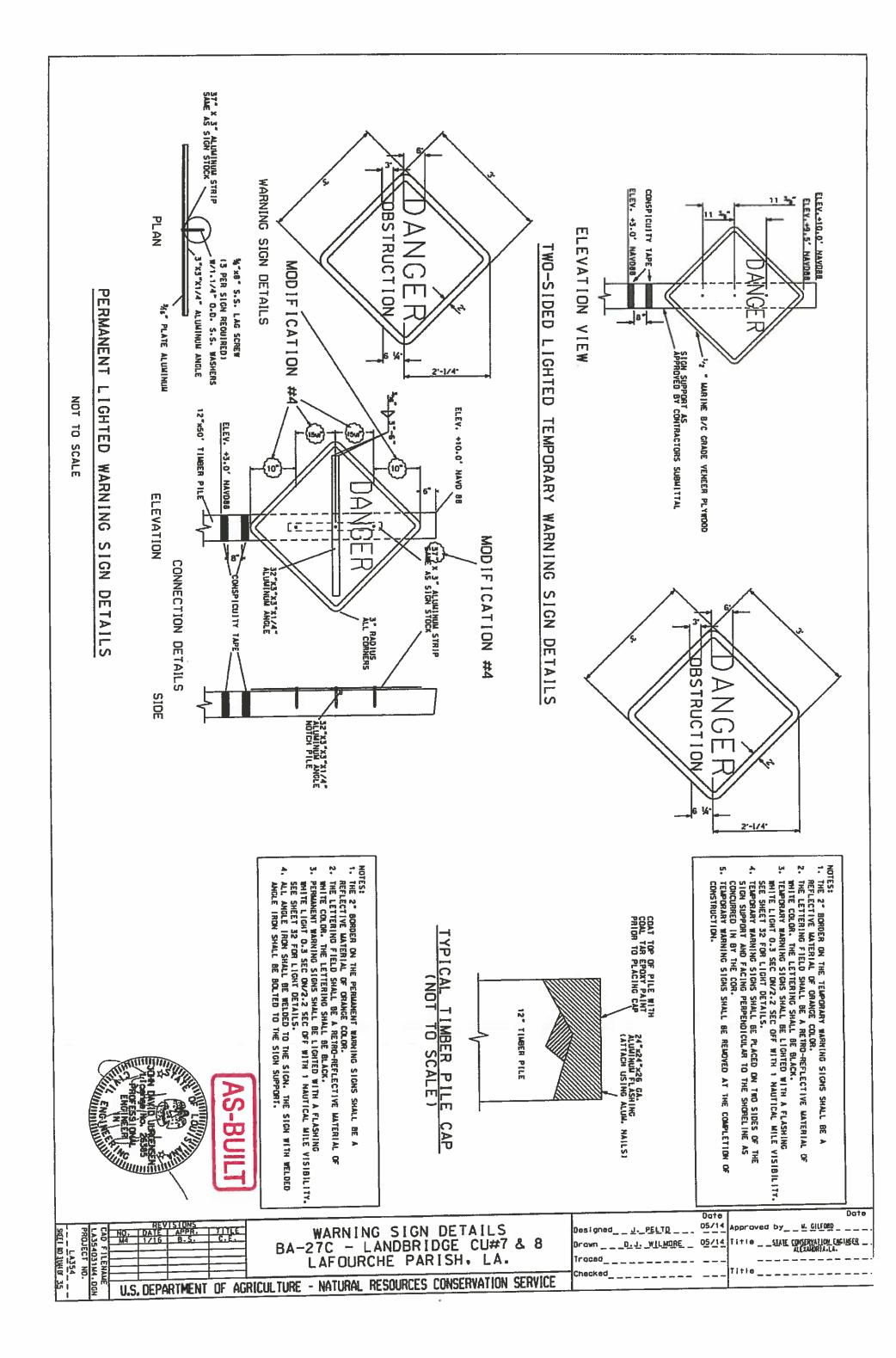


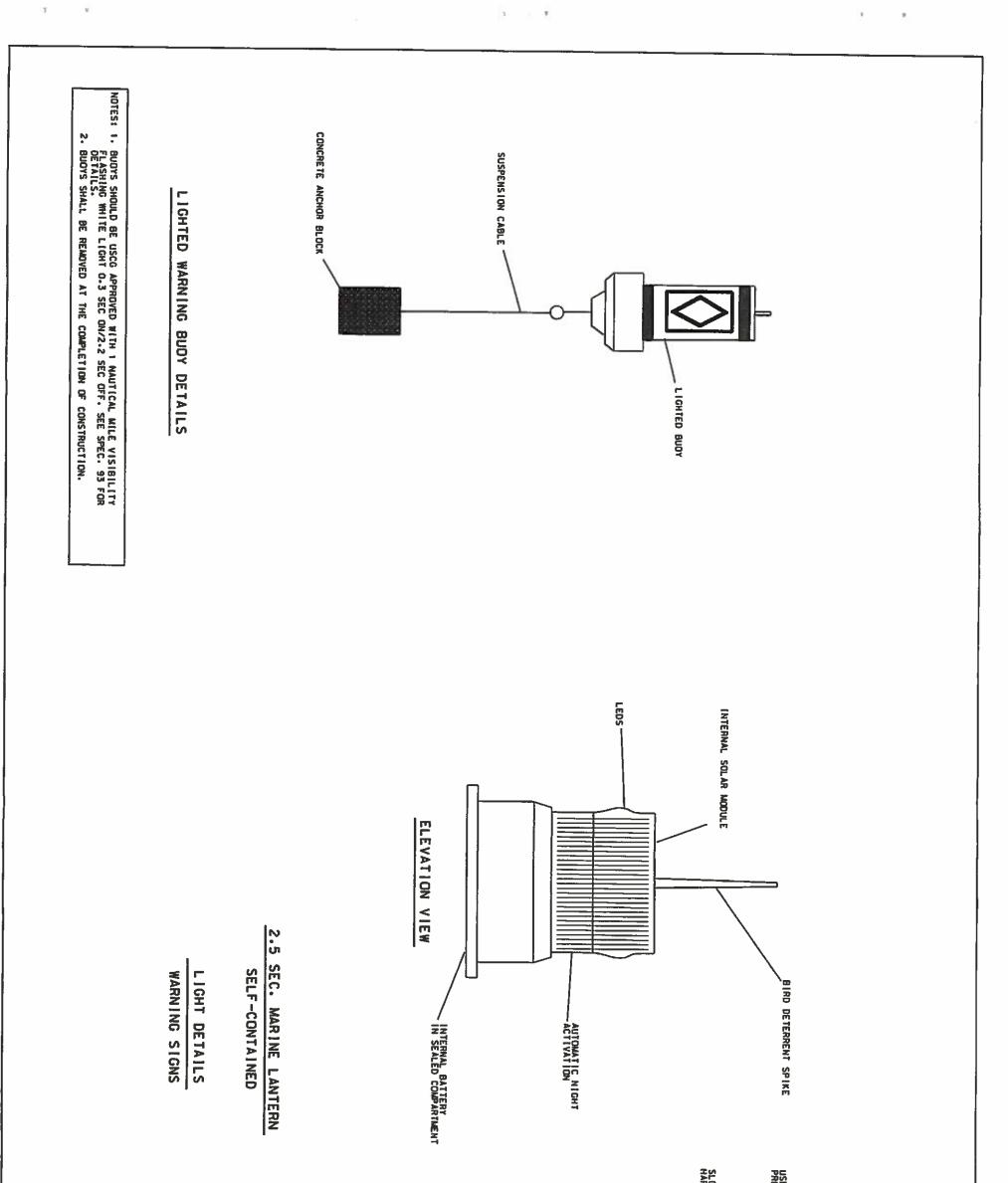
Final Locations of Permanent Warning Signs

Point		N	E	Elevation	Desc.
	3	3641691	390714.6	10.19013	perm1
	2	3642859	390314.8	10.11021	perm2
	1	3643168	390316	10.18933	perm3
	4	3644127	391160.8	10.03465	perm4
	5	3644747	391496.1	9.93822	perm5
	11	3646073	391824.8	10.1887	perm6
	13	3647610	391858.3	10.08661	perm7
	15	3648722	391784.9	10.00889	perm8
	17	3649247	391758.3	10.10181	perm9
	18	3649741	391841.8	9.97577	perm10
	19	3649797	391519.6	10.04064	perm11
	21	3650463	391083.2	10.00797	perm12
	22	3651815	391065.2	9.98893	perm13
	25	3652952	391557.2	10.04118	perm14
	27	3652954	392020.6	10.09345	perm15
	30	3651523	392933.8	10.10507	perm16
	1	3651399	393246.8	9.95137	perm17
	32	3650666	394688.7	10.04086	perm18
	60	3650474	395305.4	10.08679	perm19
	34	3650129	395677.6	10.12644	perm20
	37	3651541	396782.2	10.10182	perm21
	24	3652594	391433.2	10.12162	perm22

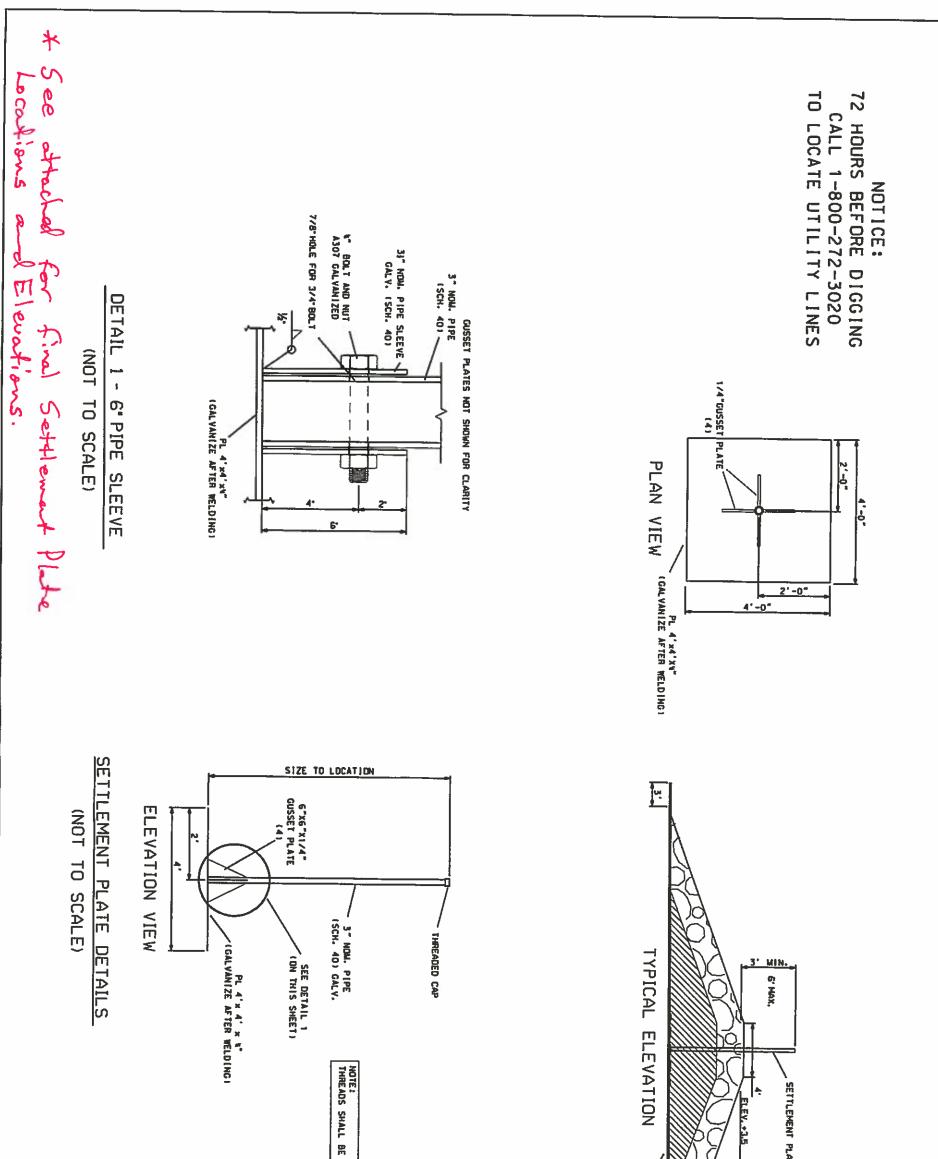
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	LS - SETTLEMENT PLATES C - LANDBRIDGE CU#7 & 8 AFOURCHE PARISH, LA.	Date Date OesignedJPELTO05/14 Approved byN. CilfORD DrownO.JWILMORE05/14 TitleSTATE CONSERVATION ENCINEER Traced ALEXAMORIA.LA.
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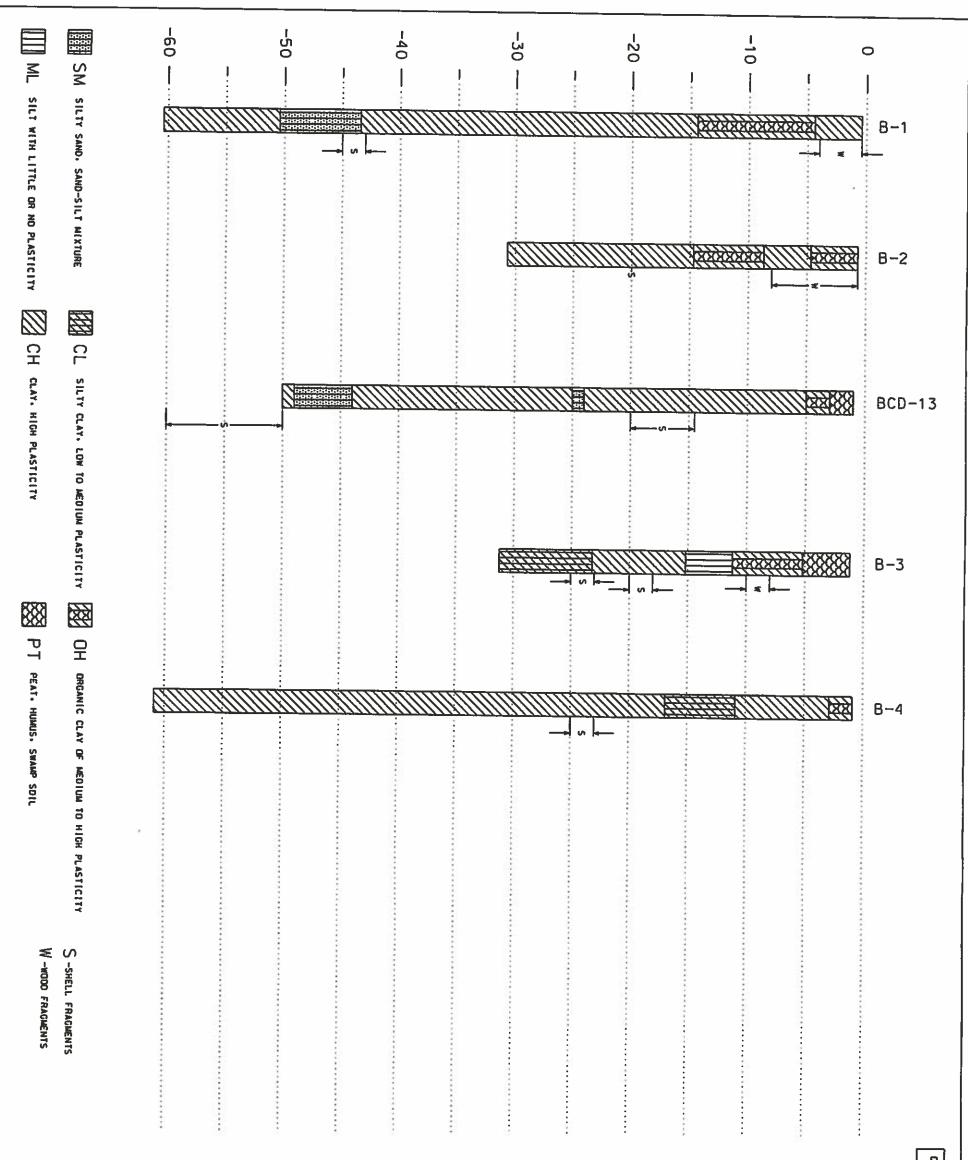
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391539.3	391543.1	391544.6	391546.1	391548.3	391549.2	391550.7	391551.8	391553.7	391553.1	391547.2	391548.9	391551.6	391553.9	391562.3	391559.8	391555.8	391557.4	391558.7
1.34099	0.95447	0.24718	-0.27204	-0.43329	0.30008	-1.04868	-0.15531	-0.78133	-1.54348	-2.72767	-2.0219	-0.59174	-1.2922	-2.22884	-1.82308	-1.18039	-1.40586	-1.30842
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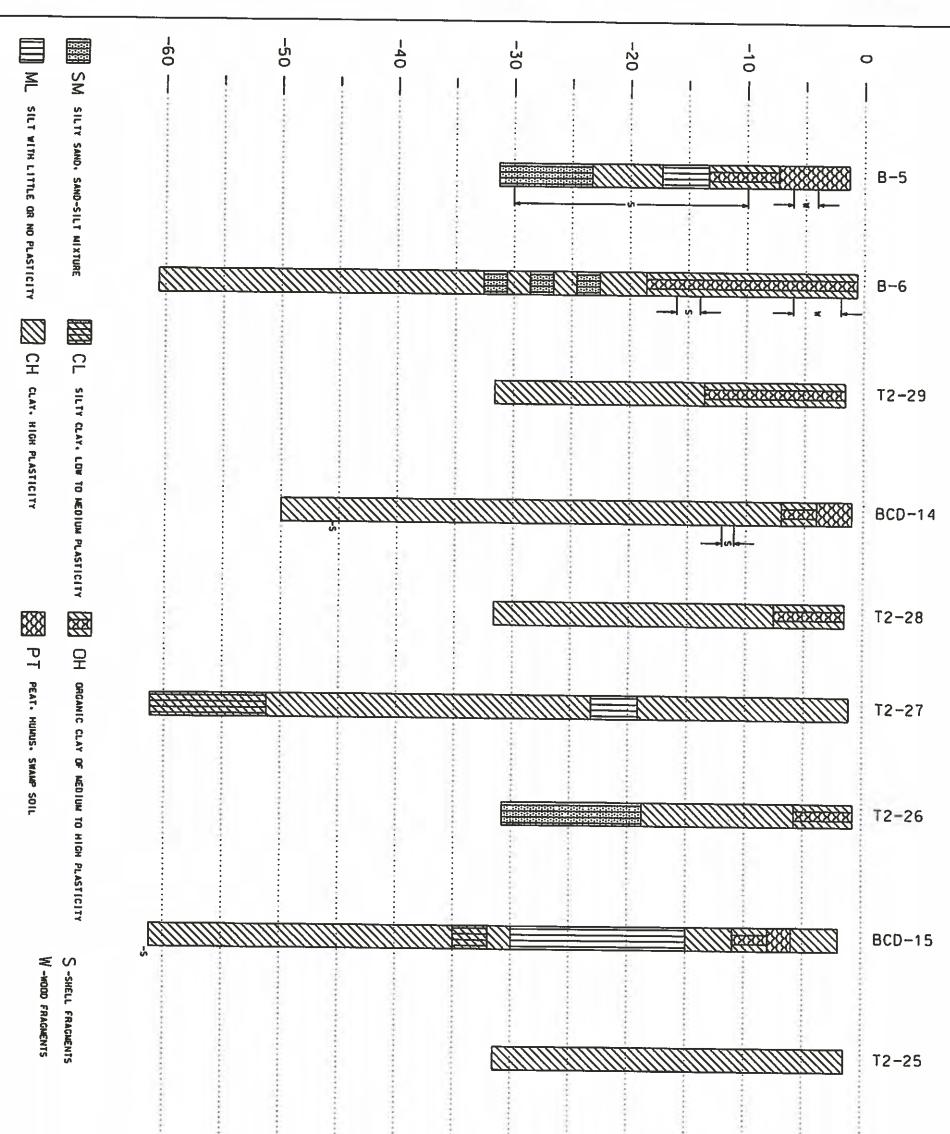
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L	U.S. DEPARTMENT OF AG	RICULTURE - NATURAL RESOURCES CONSERVATION SERVICE	Checked Title	·



REVISIONS Date Date Date Date Date NO. DATE APPR. YITLE SOIL BORING LOGS DesignedJ.PELTOO5/14 Approved by M. GILFORD SIN B. BA-27c LANDBRIDGE CU#7 & 8 DrownD.J. WILMOREO5/14 TitleSter forservisin feature SIN B. LAFOURCHE PARISH, LOUISIANA Traced Dote	BUIL BUIL	OATUNI: ALL HORIZONTAL COORDINATES - HADRS ALL ELEVATIONS - NAVDOR - HADRS SOIL BORING SOIL BORING BORING EASTING T2-25 396480.31 3651658.45 T2-26 395309.11 3650372.40 T2-28 395309.11 3650372.40 T2-28 395309.11 3650372.40 T2-29 391497.54 3653121.71 T2-29 391497.54 3653721.55
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE	BA-27c - LANDBRIDGE CU#7 & 8 LAFOURCHE PARISH, LOUISIANA	DesignedJPELTD05/14 Approved by MGILFORD DrownD.JWILMORE05/14 TitleState forceroling finitest Traced

ATTACHMENT V

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27c) PHASE 3 – CONSTRUCTION UNIT NO.7 & NO.8

PROJECT PERMIT & PERMIT AMENDMENTS



DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT P.O. BOX 60267 NEW ORLEANS, LOUISIANA 70160-0267

Operations Division Central Evaluation Section

REPLY TO ATTENTION OF

MAY 0 1 2015

SUBJECT: MVN 2004-0467-CQ

Lafourche Parish Office of Coastal Management 16241 East Main Street, Suite B10 Cut Off, Louisiana 70345

Gentlemen:

Additional and revised drawings enclosed in seven sheets, furnished with your application dated June 9, 2014, covering an addition of approximately 500 feet of access channel located off the western shoreline along Bayou Perot, associated with the Barataria Basin Landbridge Shoreline Protection Project Phase 3 (CWPPRA Project BA-27c) Construction Units 7 & 8, on the northern shoreline of Little Lake and the western shoreline of Bayou Perot, located approximately 7 miles south-southwest of Lafitte, Louisiana, in Lafourche Parish, are approved and will be included in your plans for the work authorized by the Secretary of the Army in permit dated December 10, 2002, (modified February 26, 2004 and February 28, 2013), from the District Engineer at New Orleans, Louisiana. These drawings supersede all drawings with your original permit, and subsequent revisions. All special conditions, to which the work is made subject, including the time limit for completion, remain in full force and effect.

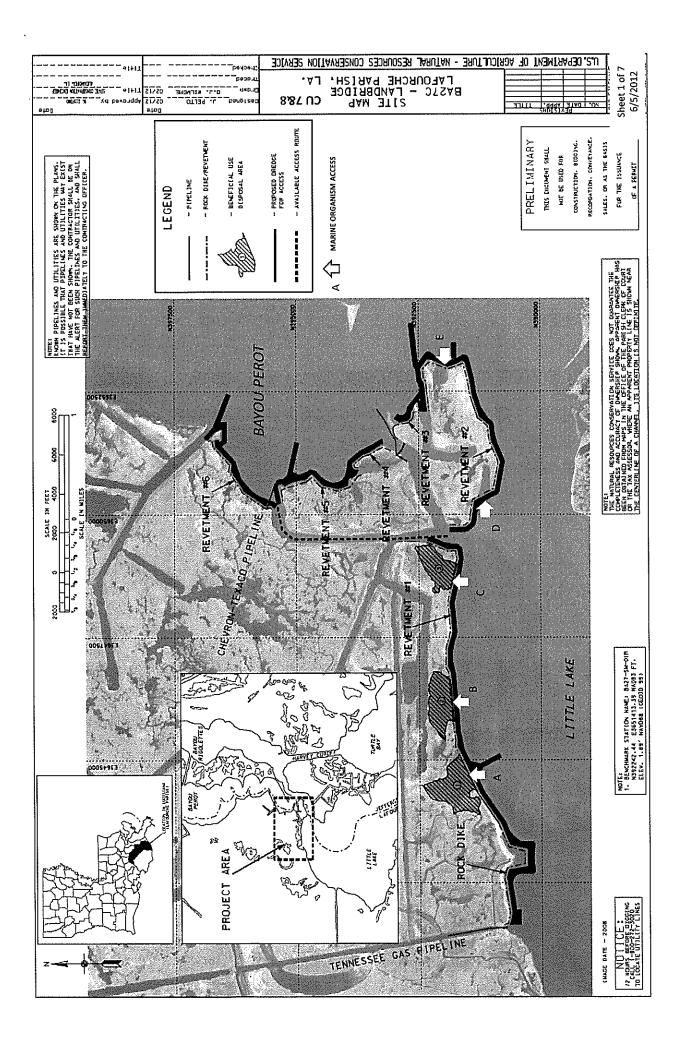
A copy of the first page of this permit approval letter must be conspicuously displayed at the project site. Also, you must keep a copy of this signed letter, with attached drawings, at the project site until the work is completed.

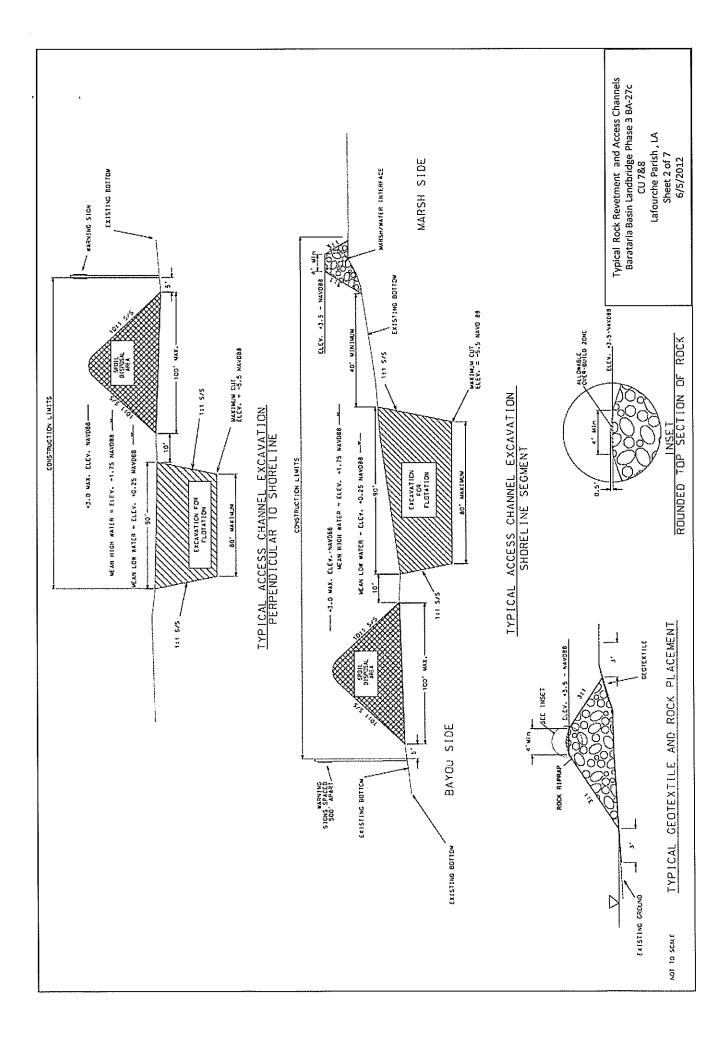
If the structure or work authorized is not completed on or before the date herein specified, this authorization, if not previously revoked or specifically further extended, will cease and become null and void.

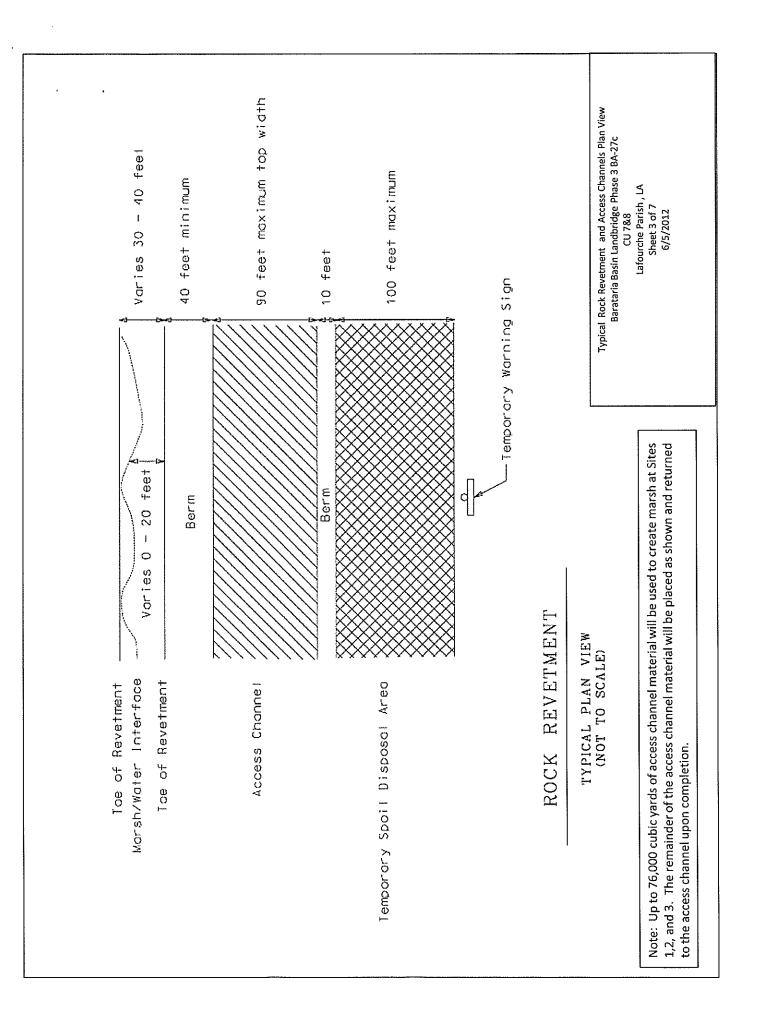
BY AUTHORITY OF THE SECRETARY OF THE ARMY:

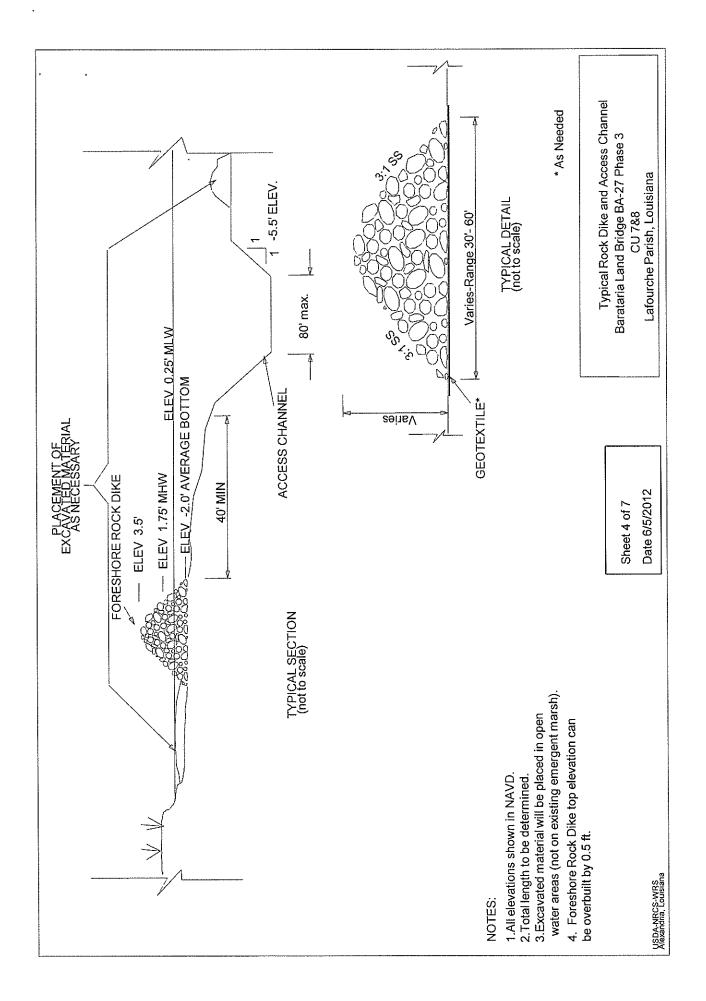
Martin S. Maegen

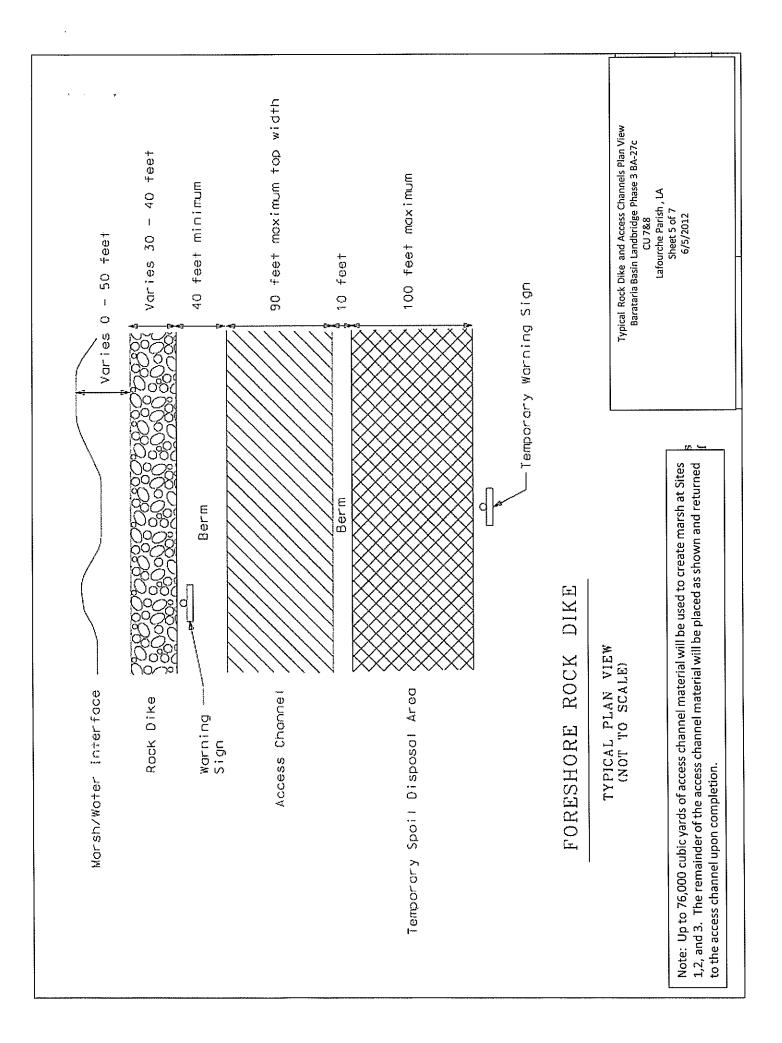
Martin S. Mayer Chief, Regulatory Branch for Richard L. Hansen Colonel, U.S. Army District Commander











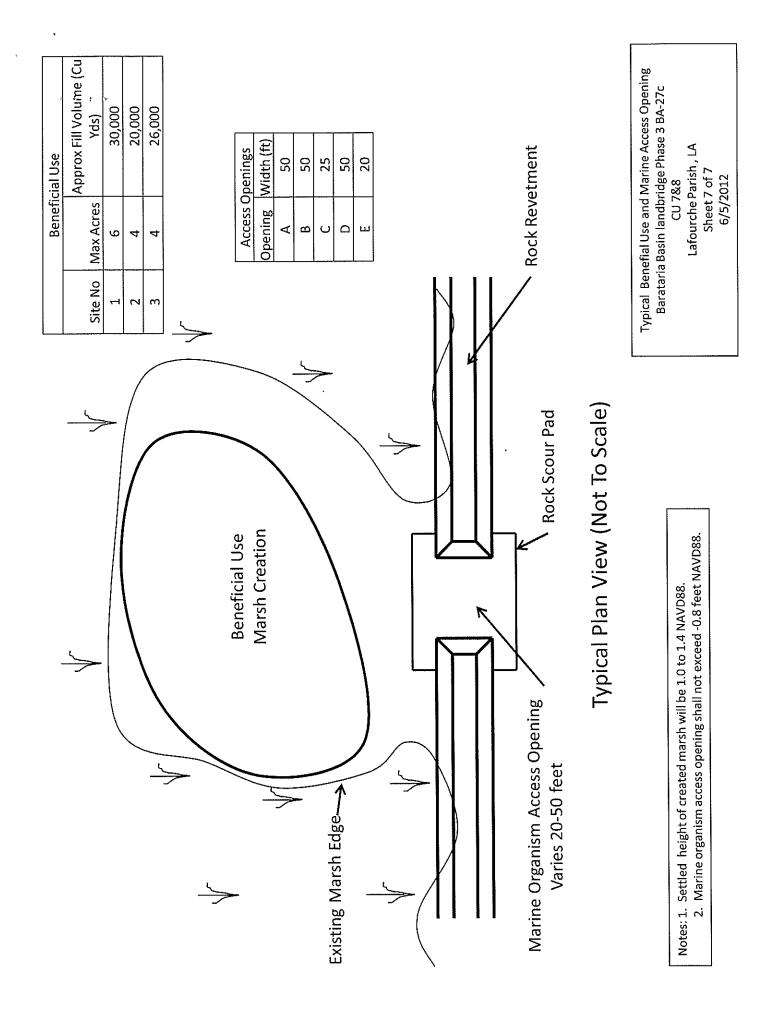
Typical Beneficial Use Containment System Barataria Basin landbridge Phase 3 BA-27c CU 7&8 Lafourche Parish , LA Sheet 6 of 7

Note: 1. Settled height of created marsh will be 1.0 to 1.4 NAVD88.

Typical Beneficial Use Cross Section (Not To Scale)

TOP OF WATER CHAIN(WEIGHTED DEVICE) PVC PIPE MESH PANEL TARGET FILL +2.0 NAVD88 FLOTATION BOOM EXISTING BOTTOM EXISTING BOTTOM VARIES-2.5 to +1.0 NAVD88 TARGET ELEV. +2.0 NAVD88 FLOTATION BOOM CHA]NUMEJGHTED DEV[CE) MESH PANEL TOP OF WATER ROPE PLASTIC CLIP PVC PIPE---

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ATTACHMENT VI

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27c) PHASE 3 – CONSTRUCTION UNIT NO.7 & NO.8

OPERATION, MAINTENANCE AND REHABILITATION BUDGET

BA-27c Barataria Basin Land Bridge Phase 3 CU7

Operation & Maintenance and Monitoring

PPL9 - Phase II Approved, June 3, 2009

0&M	Cost	Considerations:
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Annual Inspections		Federal \$2,900	<u>State</u> \$2,900	TOTAL \$5,800		
Annual Cost for Operations Preventive Maintenance		\$0 \$0	\$0 \$0	\$0 \$0		
Specific Intermittent Costs				1		
Specific Intermittent Costs	Quantity	Unit		Year 5	Year 10	
Construction Items	in Year 10	Cost	0	<u></u>	<u></u>	
Contractor Mobilization/Demobilization Rock riprap	1 7700	\$75,000 \$65		\$75,000 \$500,500	\$75,000 \$500,500	
	-			\$0		
	Subtotal			\$575,500	\$575,500	
	Subtotal w/ 2	5% contingen	cy	\$719,375	\$719,375	
Engineering Monitoring Engineering and Design Cost Administrative Cost Eng Survey 14 days @ Inspection	\$3,432 p	er day		\$0 \$128,176 \$37,625 \$48,048	\$0 \$128,176 \$37,625 \$48,048	
600 hours 0 days @	\$1,425 p	er hour er day ubtotal		\$39,000 \$252,849	\$39,000 \$0 \$252,849	
Federal Costs						
Administrative Cost				\$37,625	\$37,625	
	S	ubtotal		\$37,625	\$37,625	
			Total	\$1,009,849	\$1,009,849	
Annual Project Costs:			Total	\$1,009,849	\$1,009,849	
		Dependent upon typ 19 budget and	\$816 e of project)	in year 20		

Planning & Design EndDecemberConst. StartJune-09Const. EndJuly-10

(Minimum of one year to complete this phase) (Requires 4 months for contracting and advertising)

Copy of BA-27c CU7 TF Approved Phase II of 8000 ft Fully Funded Est 30 June 2009: O&M

BA-27c Barataria Basin Land Bridge CU#8

Operation & Maintenance and Monitoring Project Priority List 9 (Phase II Request 2010) rev11/03/09

O&M Cost Considerations:

	Federal	State	TOTAL
Annual Inspections	\$0	\$0	\$0
Annual Cost for Operations	\$0	\$0	\$0
Preventive Maintenance	\$0	\$0	\$0

Specific Intermittent Costs

Construction Items	Quantity in Year 10	Unit Cost		Year 3	Year 5	Year 6	<u>Year 10</u>	<u>Year 13</u>	Year 1
Contractor Mobilization/Demobilization Rock Riprap	1 17,200	LS Tons	\$75,000.00 \$60.00	I	\$75,000 \$1,032,000 \$0		\$75,000 \$1,032,000 \$0		\$0
					\$0				
			l	\$0		\$0	\$0		\$0
				\$U		\$ 0			
	Subtotal			\$0	\$1,107,000	\$0	\$1,107,000	\$0	\$0
Subtotal w/ 25% contingency		\$0	\$1,383,750	\$0	\$1,383,750	\$0	\$0		
State Costs									
Biological Monitoring (20% of 15,000 shore	line @\$15,000/even	nt)		\$15,000	\$0	\$15,000	\$0		
Engineering and Design Cost				\$1,536	\$119,435	\$1,536	\$119,435		
Administrative Cost				\$450	\$34,875	\$450	\$34,875		
Eng Survey 14 days @ Inspection	\$3,600 per	day			\$50,400		\$50,400		
600 hours	\$65 per 1	hour			\$39,000		\$39,000		
	Sub	ototal		\$16,986	\$243,710	\$16,986	\$243,710	\$0	\$0
Sederal Costs									
Administrative Cost				\$450	\$34,875	\$450	\$34,875		
	Sub	ototal		\$450	\$34,875	\$450	\$34,875	\$0	\$0
			Total	\$17,436	\$1,662,335	\$17,436	\$1,662,335	\$0	\$0
Annual Project Costs:									
7			¢0						
	25 annually, plus	s vendent upon tyj	\$0	in year 20					

* Monitoring is now done through CRMS and is a line item in overall planning budget and

not included in individual projects.

Co	nstru	ıct	tion	S	cheo	lul	le:

Planning & Design Start March-07 Planning & Design End December-08 Const. Start August-10 Const. End September-11

(Minimum of one year to complete this phase)

(Requires 4 months for contracting and advertising)

Check Sums

State	\$16,986	\$1,627,460	\$16,986	\$1,627,460
Federal	\$450	\$34,875	\$450	\$34,875
	\$17,436	\$1,662,335	\$17,436	\$1,662,335