BID DOCUMENTS
FOR

SABINE REFUGE MARSH CREATION CYCLE II, PERMANENT PIPELINE INSPECTION (CS-0028-2)

CAMERON PARISH, LOUISIANA





STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

MARCH 2026

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6.	WORK AREA WEST
7.	WORK AREA EAST

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Coastal Protection and Restoration Authority, 150 Terrace Avenue, 4th Floor Conference Center, Baton Rouge, Louisiana 70802 until 2:00 P.M., **Thursday, June 4, 2026.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE COASTAL PROTECTION AND RESTORATION AUTHORITY OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **Sabine Refuge Marsh Creation Cycle II - Permanent Pipeline Inspection**
Cameron Parish, Louisiana

PROJECT NUMBER: **CS-0028-2**

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from http://coastal.la.gov/resources/rfps-rsiqs-contracts/bids/. Printed copies can also be obtained from:

COASTAL PROTECTION AND RESTORATION AUTHORITY (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Kayla Causey
E-mail: cpra.bidding@la.gov Phone: (225) 342-9421 Fax: (225) 800-5599

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD at
10:00 AM on Monday May 11, 2026 at 635 Cajundome Blvd, Lafayette, LA 70506, Conference Room A.

Contact Brent Bouy at (337) 482-0682 if assistance is needed for the Non-Mandatory Pre-Bid Conference.

It is the responsibility of all potential bidders to visit the Project Site to assess the location, logistics, and site conditions prior to bidding.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification **Heavy Construction.** In accordance with LA. R.S. 37:2165(C), anyone objecting to the classification must send a certified letter to both the Louisiana State Licensing Board for Contractors and the CPRA at the address listed above. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

Bidder is required to comply with provisions and requirements of LA R.S.38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) calendar days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is fully executed.

Coastal Protection and Restoration Authority is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from Coastal Protection and Restoration Authority or on its website at http://www.coastal.la.gov/.

STATE OF LOUISIANA, COASTAL PROTECTION AND RESTORATION AUTHORITY
MICHAEL HARE, EXECUTIVE DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within **Forty-Five (45)** consecutive calendar days for the Base Bid, subject to such extensions as may be granted under Section GP-44 of the General Provisions and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of One Thousand Five Hundred Dollars ($1,500) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

- Advertisement for Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- General Provisions
- Special Provisions
- Technical Specifications
- Construction Drawings
- Contract Between Owner and Contractor and Performance and Payment Bond
- Affidavit
- User Agency Documents (if applicable)
- Change Order Form
- Recommendation of Acceptance
- Other Documents (if applicable)
- Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Provisions and the Special Provisions are applicable to the Bid Documents, unless otherwise specifically stated or written.

1.3 Addenda are written and/or graphic instruments issued by the Engineer prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Engineer" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference may be held at the time and location described in the Advertisement for Bids. The purpose of the Pre-Bid Conference is to

familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference and/or Job Site Visit is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference and/or Mandatory Job Site Visit, bids shall be accepted only from those bidders who attend the Pre-Bid Conference and/or Job Site Visit. Contractors who are not in attendance for the entire Pre-Bid Conference and/or Job Site Visit will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with the Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BID DOCUMENTS

4.1 Copies

4.1.1 Bid Documents may be obtained from the Coastal Protection and Restoration Authority as stated in the Advertisement for Bids.

4.1.2 In addition to the availability of printed Bid Documents, the Coastal Protection and Restoration Authority will provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.3 Where electronic distribution is provided, all other plan holders are responsible for their own reproduction costs.

4.1.4 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.5 The Owner or Engineer in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Coastal Protection and Restoration Authority contact person listed in the Advertisement for Bids, to reach him/her at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Engineer approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

4.4.1 Addenda will be mailed or delivered to all who are known by the Coastal Protection and Restoration Authority to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying the Bid Documents within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Coastal Protection and Restoration Authority prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Coastal Protection and Restoration Authority.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Engineer.

5.1.2 The Bidder shall ensure that all applicable blanks on the Bid Form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212(B)(5).

5.1.9 On any bid in excess of fifty thousand dollars ($50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Coastal Protection and Restoration Authority Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana, Coastal Protection and Restoration Authority, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Coastal Protection and Restoration Authority Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder

to deliver his sealed bid to the Coastal Protection and Restoration Authority at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Coastal Protection and Restoration Authority
P. 0. Box 44027
Baton Rouge, Louisiana, 70804-4027.

Bids sent by express delivery shall be delivered to:

Coastal Protection and Restoration Authority
150 Terrace Avenue
Suite 100
Baton Rouge, Louisiana 70802

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting its bid, the bidder certifies and agrees that the following information is correct:

In preparing its bid, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bids if this certification is subsequently determined to be false and to terminate any contract awarded based on such a

false response.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bid

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 The Contractor shall submit a Work Plan and Progress Schedule prior to the Pre-Construction Conference in conformance with applicable sections of the General and Special Provisions.

It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 In accordance with La. R.S. 38:2227 [references La. R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La. R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to the Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids within 10 days after the opening of bids**.**

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance

and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the Coastal Protection and Restoration Authority.

8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by the Coastal Protection and Restoration Authority, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the Coastal Protection and Restoration Authority, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract between Owner and Contractor is duly executed.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Coastal Protection and Restoration Authority
150 Terrace Avenue
Suite 100
Baton Rouge, LA 70802
(Owner to provide name and address of owner)

BID FOR: Sabine Refuge Marsh Creation Cycle II,
Permanent Pipeline Inspection (CS-0028-2)
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: C. H. Fenstermaker & Associates, LLC. and dated: March 2026.
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA: (**Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ **.**

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars ($ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Not Applicable)* for the lump sum of:

Not Applicable Dollars ($ Not Applicable)

Alternate No. 2 *(Not Applicable)* for the lump sum of:

Not Applicable Dollars ($ Not Applicable)

Alternate No. 3 *(Not Applicable)* for the lump sum of:

Not Applicable Dollars ($ Not Applicable)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Coastal Protection and Restoration Authority
150 Terrace Avenue
Suite 100
Baton Rouge, LA 70802
(Owner to provide name and address of owner)

BID FOR: Sabine Refuge Marsh Creation Cycle II,
Permanent Pipeline Inspection (CS-0028-2)
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ MOBILIZATION AND DEMOBILIZATION (TS-100)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	Lump Sum		

DESCRIPTION:	☒ Base Bid or ☐ Alt.# ___ SMART PIPELINE INSPECTION GAUGE (SMART PIG) INLINE INSPECTION (TS-500)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	Lump Sum		

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	☐ Base Bid or ☐ Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	☐ Base Bid or ☐Alt.# ___			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

DESCRIPTION:	☐ Base Bid or ☐Alt.# __			
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The Contractor will be paid based upon actual quantities as verified by the Owner

BID BOND

FOR
COASTAL PROTECTION AND RESTORATION AUTHORITY PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That_____of_____, as Principal, and_____, as Surety, are held and firmly bound unto the State of Louisiana, Coastal Protection and Restoration Authority (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

_____

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

_____	_____
PRINCIPAL (BIDDER)	SURETY
BY: _____	BY:_____
AUTHORIZED OFFICER-OWNER-PARTNER	AGENT OR ATTORNEY-IN-FACT(SEAL)

SABINE REFUGE MARSH CREATION CYCLE II,
PERMANENT PIPELINE INSPECTION — CS-0028-2

Name of Project — **Project No.**

STATE OF LOUISIANA

PARISH OF CAMERON

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) False accounting (R.S. 14:70)
(d) Issuing worthless checks (R.S. 14:71)
(e) Bank fraud (R.S. 14:71.1)
(f) Forgery (R.S. 14:72)
(g) Contractors; misapplication of payments (R.S. 14:202)
(h) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2212.10 Verification of Employees

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

SABINE REFUGE MARSH CREATION CYCLE II,
PERMANENT PIPELINE INSPECTION — CS-0028-2
Name of Project — **Project No.**

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

_____ _____
NAME OF BIDDER **NAME OF AUTHORIZED SIGNATORY OF BIDDER**

_____ _____
DATE **TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

_____
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the _____ day of _____, 2026.

_____
Notary Public

FOR INFORMATION ONLY

This document will be prepared by the Coastal Protection and Restoration Authority in the form appropriate for the project.

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____ , 2026, by (CONTRACTOR NAME) hereinafter called the "Contractor", whose business address is_____, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Project No. : CS-0028-2
Project Name : Sabine Refuge Marsh Creation Cycle II, Permanent Pipeline Inspection

in strict accordance with Contract Documents prepared by Owner.

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

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 45 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **1500 Dollars ($)** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of _____ **Dollars ($)** which sum represents the Contract Price.

Performance and Payment Bond: To these presents personally came and intervened

_____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____**Dollars ($)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

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

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

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

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

WITNESSES:

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

_____ BY: _____
Michael Hare, Deputy Executive Director

_____

_____ BY: _____

_____

SURETY: _____

_____ BY: _____
ATTORNEY IN FACT

_____

_____
ADDRESS

_____
TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF CAMERON

PROJECT NO.: CS-0028-2
NAME: SABINE REFUGE MARSH CREATION CYCLE II,
PERMANENT PIPELINE INSPECTION PROJECT
LOCATION: CAMERON PARISH, LA

A F F I D A V I T

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

PART I.

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

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

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

PART II.

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

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

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

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

_____
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

_____
NOTARY

PART I GENERAL PROVISIONS

GP-1 DEFINITION OF TERMS

Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs and the titles of other documents or forms.

Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

a. Acceptance: A written approval from the Engineer which certifies that specific items of work in the Contract have been completed and/or obligations have been fulfilled by the Contractor.

b. Addenda: Those written or graphic documents which are issued prior to opening of Bids in accordance with the Bidding Requirements and clarify or change the bidding requirements or the proposed Contract Documents.

c. Application of Payment: That form which is used by the Contractor to request partial and final payment and is deemed acceptable to the Owner. It shall be accompanied by any supporting documentation required by the Contract Documents.

d. A.S.T.M.: American Society for Testing and Materials.

e. Bid: An offer or proposal submitted on the prescribed form setting forth the prices for the Work.

f. Bidder: The person, association of persons, firm, or corporation submitting a proposal for the Work.

g. Bidding Requirements: The Advertisement for Bids, Instructions to Bidders, Form of Bid Security, if any, and Bid Form with any supplements.

h. Change Order: A written order which is submitted to the Contractor, signed by the Owner, and authorizes an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Contract.

i. Claim: A written demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both or other relief with respect to the terms of the Contract.

j. Contract: The written agreement between the Owner and the Contractor which defines the work to be completed and shall be understood to also include all Contract Documents.

k. Contract Documents: The Contract, all addenda which pertains to the Contract Documents, Bid Documents and specified Attachments accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award, Contractor's Bid when

attached as an exhibit to the Agreement, the Bonds (Bid and Performance/Payment), General Provisions, Special Provisions, Technical Specifications, Plans, and all Field or Change Orders issued after the execution of the Agreement. Shop Drawings and other submittals by the Contractor are not Contract Documents.

l. Contract Price: The moneys payable by the Owner to the Contractor for the Work in accordance with the Contract Documents as stated in the Contract.

m. Contract Time: The number of calendar days specified in the Contract for completion of the Work, together with any extensions authorized through change orders.

n. Contractor: The person, association of persons, firm, or corporation entering into the duly awarded Contract.

o. Contracting Agency: The State of Louisiana, Coastal Protection and Restoration Authority (CPRA).

p. Day: When any period of time is referred to in the Contract Documents using days, it will be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, that day will be omitted from the computation. A calendar day is measured as twenty-four (24) hour period starting at midnight and ending the following midnight.

q. Design Report: A written report by the Engineer which provides the design methodology for the Work.

r. Effective Date of the Contract: The date indicated in the Contract on which it becomes effective.

s. Engineer: The State of Louisiana, Coastal Protection and Restoration Authority, or its designee.

t. Equipment: All machinery, implements, and power-tools, in conjunction with the necessary supplies for the operation, upkeep, maintenance, and all other tools and apparatuses necessary for the proper construction and acceptable completion of the Work.

u. Extension of Contract: Any extension of time for completion of Work beyond the Contract Time which is granted by the Owner, recommended by the Engineer and approved by the Coastal Protection and Restoration Authority in the form of a Change Order.

v. Federal Sponsor: The federal agency which has been tasked, if applicable, to manage the implementation of the project.

w. Field Order: A written order issued by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

x. Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the Engineer.

y. Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

z. Materials: Any substance used in the Work to build structures, but does not include material used in false work or other temporary structures not incorporated in the Work.

aa. Milestone: A principal event specified in the Contract Documents relating to an intermediated completion date or time prior to the Contract Times.

bb. Notice of Award: A written notice to the successful Bidder stating that the Bid has been accepted by the Owner and that the successful Bidder is required to execute the Contract and furnish the Payment and Performance Bond and Non-Collusion Affidavit.

cc. Notice to Proceed: The written notice to the Contractor by the Owner which provides the starting date for the Contract Time.

dd. Owner: The Owner is the State of Louisiana (State) which acts through the Contracting Agency.

ee. Performance and Payment Bond: The approved form of security furnished by the Contractor and Surety for the faithful performance of the Work, and the payment for all labor, materials, and/or obligations incurred by the Contractor in the prosecution thereof.

ff. Plans: That part of the Contract Documents prepared or approved by the Engineer which graphically shows the scope, intent, and character of the Work to be completed by the Contractor.

gg. Project Site: The location where the Work is to be performed as stated in the Contract Documents.

hh. Resident Project Representative: An authorized representative of the Engineer who is responsible to inspect the Work and materials furnished by the Contractor.

ii. Right-of-way: That entire area reserved for constructing, maintaining, and protecting the proposed improvement, structures, and appurtenances of the Work.

jj. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the Work will be judged.

kk. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work to be performed.

ll. Specifications: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto.

mm. State: The State of Louisiana.

nn. Structures: Bridges, plugs, weirs, bulkheads, berms, dams, levees, and other miscellaneous construction encountered during the Work and not otherwise classified herein.

oo. Subcontractor: Any person, association of persons, firm, or corporation who contracts with the Contractor to perform any part of the project covered by the Contract.

pp. Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the Engineer in order to verify that the correct products will be installed on the project.

qq. Successful Bidder: The lowest responsive and responsible Bidder whom the Owner makes an award.

rr. Special Provisions: That part of the Contract Documents which amends or supplements these General Provisions.

ss. Surety: The corporate body, licensed to do business in Louisiana, bound with and for the Contractor's primary liability, and engages to be responsible for payment of all obligations pertaining to acceptable performance of the Work contracted.

tt. Temporary Structures: Any non-permanent structure required while engaged in the prosecution of the Contract.

uu. Work: All work specified herein or indicated on the Plans.

vv. Work Plan: A written plan by the Contractor that details how the Work will be provided including layout drawings, projected schedule (Initial Progress Schedule), and a list of labor hours, materials, and equipment.

GP-2 BID REQUIREMENTS

The Contract and Bonds which govern the Work shall be performed in accordance with the Plans, Specifications, and the Louisiana Standard Specifications for Roads and Bridges, 2016 edition. The Bidder understands that all quantities for performing the Work have been estimated by the Engineer, and that the Bid shall be the sum of the quantities multiplied by their respective unit rates. The Contract shall be awarded by the Owner through a comparison of all bids. It is the responsibility of each Bidder before submitting a Bid to:

2.1. Examine the Bidding Documents including the Plans and Specifications and any Addenda or related data identified in the Bidding Documents;

2.2. Visit the Project Site to become familiar with the local conditions if they are believed to affect cost, progress, or the completion of the Work;

2.3. Become familiar and satisfied with all federal, state, and local Laws and Regulations that may affect cost, progress, or the completion of the Work;

2.4. Study and correlate all information known to the Bidder including observations obtained from Bidder's visits, if any, to the Project Site, with the Bidding Documents;

2.5. Submit a written notice to the Engineer within three (3) days regarding any conflicts, errors, ambiguities, or discrepancies discovered in the Bidding Documents and confirm that the written resolution thereof by the Engineer is acceptable to the Bidder; and

2.6. Determine that the Bidding Documents are generally sufficient to convey an understanding of all terms and conditions for completing the required Work.

The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of these Specifications. The Bidder shall comply with all other requirements specified in the Advertisement For Bids and the Instruction To Bidders.

GP-3 AVAILABILITY OF PLANS AND SPECIFICATIONS

One (1) set of Plans and Specifications shall be furnished to each Bidder. Three (3) sets of the Plans and Specifications shall be furnished to the Contractor upon award of the Contract. Additional sets may be furnished to the Contractor upon request from the Coastal Protection and Restoration Authority, 150 Terrace Avenue, Suite 100, Baton Rouge, Louisiana 70802.

GP-4 LAWS, REGULATIONS, STANDARDS, SPECIFICATIONS, AND CODES

Bidders are required to become familiar and remain in compliance with all Federal, State, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may affect those employed for the execution of the Work or which may affect the conduct of the Work. The Contractor shall indemnify the Owner and its representatives against any claim or liability arising from all violations of any laws, bylaws, ordinances, codes, regulations, orders, or decrees, whether by the Contractor or by the Contractor's employees. The filing of a bid will be presumptive evidence that the Bidder has complied with this requirement. The Owner will not be responsible for any inaccurate interpretations or conclusions drawn by the Contractor from information and documentation provided by the Owner.

References to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, may not be in effect at the time of opening the Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents. No provision of any such standard, specification, manual, or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of the Owner or Engineer, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Bid Documents. No such provision shall be effective to assign to the Owner or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of the Contractor's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

The obligations imposed by these specifications are in addition to and are not to be construed in any way as a limitation of any rights available to the Engineer or Owner which are otherwise imposed by any laws or regulations or other provisions within the Contract Documents.

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on

projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: https://sam.gov/content/home. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

GP-5 PRE-BID CONFERENCE AND SITE VISIT

A Pre-Bid Conference and/or Job Site Visit may be held at the location and on the date provided in the Advertisement For Bids. If the Pre-Bid Conference and/or Job Site Visit is stated in the Advertisement for Bids to be a MANDATORY Pre-Bid Conference and/or MANDATORY Job Site Visit, bids shall be accepted only from those bidders who attend the Pre-Bid Conference and/or Job Site Visit in its entirety. Failure to attend a mandatory Pre-Bid Conference and/or mandatory Job Site Visit in its entirety will result in a null or void Bid.

All questions shall be in writing and faxed or emailed to the Coastal Protection and Restoration Authority contact person listed in the Advertisement For Bids after the Pre-Bid Conference and by the due date announced at the Pre-Bid conference. In order to ensure adequate response time, all questions and/or requests for clarification or interpretation of the Bid Documents should be received by the Coastal Protection and Restoration Authority at least seven days prior to the date for receipt of bids. Oral statements will not be binding or legally effective. The Coastal Protection and Restoration Authority will issue addenda in response to all questions arising at the Pre-Bid Conference and site visit to all prospective Bidders on record. All prospective Bidders on record may contact the Coastal Protection and Restoration Authority contact person for any additional information.

GP-6 NOTICE OF AWARD

The Owner, or its designated bidding agent, shall provide written notice to the Successful Bidder stating that the Owner will sign and deliver the Contract upon compliance with the conditions enumerated therein and within the time specified.

GP-7 NOTICE TO PROCEED AND CONTRACT TIME

The Contractor shall start the Work and begin the Contract Time on the dates provided in the Notice to Proceed. The Work shall be conducted using sufficient labor, materials, and equipment as necessary to ensure completion within the Contract Time. The Contract Time for completion of the Base Bid for the Work is provided in the Instructions To Bidders, unless an extension is granted to the Contract Time as specified in GP-44. If the Bid contains an Alternate Bid(s), and the Alternate Bid(s) is awarded and included in the Contract, the Contract Time associated with the Alternate Bid(s) will be as provided in the Instructions To Bidders.

Unless otherwise noted in the Contract Documents, Contract Time will be on a calendar day basis. Contract Time shall consist of the number of calendar days stated in the Instructions To Bidders and the Contract beginning with the date noted in the written Notice to Proceed, including Saturdays, Sundays, holidays and non-work days.

The following table defines the monthly anticipated adverse weather days that are expected to occur during the Contract Time and will constitute the baseline monthly weather time for evaluations. The schedule is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the regional geographic area.

Monthly Anticipated Adverse Weather Calendar Days											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
5	5	4	4	4	5	7	7	5	3	3	4

Adverse weather days must prevent Work for fifty percent (50%) or more of the work day and delay work critical to the timely completion of the project. The number of actual adverse weather days shall be calculated chronologically from the first to the last day of each month.

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in Contract Time due to weather shall not be cause for an increase in the contract sum.

GP-8 WORK PLAN

The Contractor shall develop a written Work Plan which accounts for all of the construction activities required by the Contract Documents. The Work Plan shall include a list of the individual construction tasks to be completed and the estimated dates for beginning and completing the tasks. It shall also include all other items which are applicable to completing the Work such as, but not limited to, the following:

a. Typical report form for the Bi-Weekly Progress Meeting;

b. Typical form for Daily Progress Report;

c. Hurricane and Severe Storm Plan;

d. Site-specific Health and Safety Plan;

e. The delivery method and source(s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).

f. The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction;

g. Shop drawings, test results, and sample submittals;

h. Survey layout and stakeout;

i. All supplemental items specified in the Special Provisions.

The Work Plan shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in the Special Provisions. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the plan. **No payment for mobilization will be made until the Work Plan has been accepted by the Engineer.**

GP-9 PROGRESS SCHEDULE

The Contractor shall develop a written Progress Schedule which provides for an orderly progression of the Work, submittals, tests, and deliveries in order to complete the Work within the specified Milestones and Contract Time. All of the items listed in the Work Plan shall be integrated into the Progress Schedule. The format of the schedule shall be composed using Microsoft Project®, or any other software deemed acceptable by the Engineer. It shall be updated weekly by the Contractor, at a minimum. The Progress Schedule shall also include, but not be limited to the following:

a. All of the elements in the Work Plan, including updates;

b. A work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities;

c. A telephone log verifying that all property owners and utilities have been contacted. This log should list the time, date, and names of the personnel representing the property owners, utilities, and Contractor;

The Progress schedule must reflect the anticipated adverse weather delays described in GP-7 on all weather dependent activities.

The Progress Schedule shall be submitted to the Engineer prior to the Pre-Construction Conference by the date provided in the Special Provisions. The Engineer shall perform a review and have the Contractor make any necessary revisions prior to acceptance of the schedule. Acceptance will not impose responsibility on the Owner or Engineer for the sequencing, scheduling, or progression of the Work. The Contractor is fully responsible for progression of the Work in order to maintain compliance with the Progress Schedule and Contract Time.

GP-10 DAILY PROGRESS REPORTS

The Contractor shall record the following daily information on Daily Progress Reports:

a. Date and signature of the author of the report;

b. Dollar amount of all bid items that are fabricated, installed, backfilled, pumped, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid;

c. Field notes of all surveys;

d. Notes on all inspections;

e. Details of Health and Safety meetings;

f. A brief description of any Change Orders, Field Orders, Claims, Clarifications, or Amendments;

g. Condition of all navigation aids (i.e., warning signs, lighted marker buoys) and any repairs performed on them;

h. Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.);

i. The amount of time lost to severe weather or personnel injury, etc;

j. Notes regarding compliance with the Progress Schedule;

k. Visitor log (Instructions for format will be furnished by the Field Engineer).

The daily progress reports shall be submitted to the Engineer at the Bi-Weekly Progress Meetings specified in GP-13 in both hard copy and digital format (Adobe Acrobat® Format, or approved equal). The typical form for Daily Progress Reports shall be developed by the Contractor and incorporated into the Work Plan.

GP-11 HURRICANE AND SEVERE STORM PLAN

The Contractor shall develop and maintain a written Hurricane and Severe Storm Plan. The Plan shall include, but not be limited to, the following:

a. What type of actions will be taken before storm strikes at the Project Site. The plan should specify what weather conditions or wave heights will require shutdown of the Work and removal of equipment, personnel, etc.

b. Notes from continuous monitoring of NOAA marine weather broadcasts and other local commercial weather forecasts.

c. Equipment list with details on their ability to handle adverse weather and wave conditions.

d. List of safe harbors or ports and the distance and travel time required to transfer equipment from the Project Site.

e. Hard copies of any written approvals or operations schedules associated with the use of the safe harbors or ports.

f. Method of securing equipment at the safe harbors or ports.

g. List of tug boats and work boats and their respective length, horsepower, etc. which will adequately transfer the equipment to safe harbor or port under adverse weather conditions.

h. Methods which will be used to secure equipment left onsite during adverse weather conditions.

i. Evacuation or immediate reaction plans to be taken by personnel for sudden storm occurrences.

j. Operations procedures which will be used to secure critical dredging equipment such as spuds, swing wires, anchor wires, or tugs during adverse weather conditions.

k. Communications protocol with local law enforcement and fire and rescue agencies.

The Contractor shall incorporate the Hurricane and Severe Storm Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

GP-12 HEALTH AND SAFETY PLAN AND INSPECTIONS

The Contractor shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration (OSHA) and all applicable Health and Safety Provisions of the State of Louisiana.

The Contractor shall institute a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Progress Reports and kept at the Project Site during the Work.

The Contractor shall incorporate the Health and Safety Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

GP-13 PROGRESS MEETINGS AND REPORTS

The Engineer shall schedule meetings to review the progress of the Work, coordinate future efforts, discuss compliance with the Progress Schedule and resolve miscellaneous problems. The Engineer or Resident Project Representative, Contractor, and all Subcontractors actively working at the Project Site shall attend each meeting. Representatives of suppliers, manufacturers, and other Subcontractors may also attend at the discretion of the Contractor. The Contractor shall record the details of each meeting in a Progress Report. The format of this report shall be developed by the Contractor, approved by the Engineer, and included in the Work Plan. The progress meetings and reports shall be scheduled according to the Special Provisions.

GP-14 PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference shall be held by the Contractor, Owner, Engineer, local stakeholders, and other appropriate personnel prior to starting construction on the date specified in the Special Provisions. This conference shall serve to establish a mutual understanding of the Work to be performed, the elements of the Progress Schedule and Work Plan, expectations for bi-weekly progress meetings, the Plans and Specifications, processing Applications for

Payment, and any other items of concern. If any subcontractors are not present, another pre-construction conference will be required.

GP-15 CONTRACT INTENT

The Bid Documents are complementary; what is called for by one is as binding as if called for by all. Clarifications and interpretations or notifications of minor variations and deviations of the Contract Documents will be issued by Engineer as provided in these Specifications. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Bid Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided at no additional cost to the Owner.

GP-16 ENGINEER AND AUTHORITY OF ENGINEER

The Engineer will be the designated representative of the Owner, the initial interpreter of the Contract Documents and the judge over acceptability of all the Work. Claims, disputes, and other matters relating to the acceptability of the Work, performance by the Contractor or the interpretation of the requirements of the Contract Documents must be submitted to the Engineer in writing. Upon written request from the Contractor, the Engineer shall issue written clarifications or interpretations which are consistent with the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on the Owner and the Contractor. Either the Owner or the Contractor may make a Claim if a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times.

The Engineer has the authority to suspend the Work in whole or in part due to failure of the Contractor to correct conditions unsafe for workmen or the general public, carry out provisions of the Contract, perform conformance work, or to carry out orders. The Engineer shall submit a written order to the Contractor for work which must be suspended or resumed. Nothing in this provision shall be construed as establishing responsibility on the part of the Engineer for safety which is the responsibility of the Contractor.

The Engineer or Resident Project Representative shall keep a daily record of weather and flood conditions and may suspend the Work as deemed necessary due to periods of unsuitable weather, conditions considered unsuitable for execution of the Work, or for any other condition or reason deemed to be in the public interest.

GP-17 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work and materials involved with the Work shall conform with the lines, grades, cross sections, dimensions, and other requirements shown on the Plans or indicated in these Specifications unless otherwise approved by the Engineer.

GP-18 CLARIFICATIONS AND AMENDMENTS TO CONTRACT DOCUMENTS

The Contract Documents may be clarified or amended by the Engineer to account for additions, deletions, and revisions to the Work after the Effective Date of the Contract. The clarifications and amendments shall be addressed by either a Change Order or a written clarification by the Engineer. The Contractor shall not proceed with the Work until the Change Order or clarification has been issued by the Engineer. The Contractor shall not be liable to the Owner

or Engineer for failure to report any such discrepancy unless the Contractor had reasonable knowledge.

The Contractor may request a clarification or amendment for the following:

a. Any conflict, error, ambiguity, or discrepancy within the Contract Documents; or

b. Any conflict, error, ambiguity, or discrepancy between the Bid Documents and the provision of any Law or Regulation applicable to the performance of the Bid; or

c. Any standard, specification, manual, or code (whether or not specifically incorporated by reference in the Bid Documents); or

d. Instructions by a supplier.

The official form for a written clarification is provided in the appendices of the Contract Documents. This form shall be filled out appropriately by the Contractor and submitted to the Engineer. The Engineer shall clarify the issue in writing on either the clarification form, Field Order or a Change Order and submit it to the Contractor.

GP-19 SUBCONTRACTS

The Contractor shall provide the names of all Subcontractors to the Engineer in writing before awarding any Subcontracts. The Contractor shall be responsible for the coordination of the trades and Subcontractors engaged in the Work. The Contractor is fully responsible to the Owner for the acts and omissions of all the Subcontractors. The Owner and Engineer will not settle any differences between the Contractor and Subcontractors or between Subcontractors. The Contractor shall have appropriate provisions in all Subcontracts to bind Subcontractors to the Contractor by the terms of the General Provisions and other Contract Documents, as applicable to the Work of Subcontractors. The provisions should provide the Contractor the same power regarding termination of Subcontracts that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

GP-20 WORKERS, METHODS, AND EQUIPMENT

The Contractor shall provide competent, qualified, and trained personnel to perform the Work. The Contractor shall not employ any person found objectionable by the Engineer. Any person employed by the Contractor or any Subcontractor who, in the opinion of the Engineer, does not perform the Work in a proper, skillful, and orderly manner shall be immediately removed upon receiving a written order by the Engineer. The Engineer may also suspend the Work until the Contractor removes the employee or provides a suitable replacement. Such an employee shall not be re-employed in any portion of the Work without written approval from the Engineer.

The on-site superintendent for the Contractor shall be competent, English-speaking, and qualified to receive orders, supervise, and coordinate all Work for the Contractor and any Subcontractors. The qualifications of the superintendent must be established and approved by the Engineer prior to commencement of the Work. The superintendent shall be furnished by the Contractor regardless of how much Work may be sublet. In the performance of the Work under this Contract, the Contractor shall conduct operations to avoid interference with any other Contractors.

All equipment, products, and material incorporated into the Work shall be as specified, or if not specified, shall be new, of good quality, and protected, assembled, used, connected, applied, cleaned, and conditioned in accordance with the manufacturer's instructions, except as otherwise may be provided in the Bid Documents. All equipment shall be of sufficient size and mechanical condition to meet the requirements of the Work and produce a satisfactory quality of work. Equipment shall not damage adjacent property throughout the performance of the Work. The Plant and Equipment Schedule should be completed by the Contractor.

The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures used to complete the Work in conformance with the Contract Documents.

The Contractor shall obtain permission from the Engineer if a method or type of equipment other than specified in the Contract is desired. The request shall be in writing and shall include a full description of the methods, equipment proposed, and reasons for the modification. A proposed item of material or equipment may be considered by the Engineer to be functionally equal to an item specified in the Contract if:

a. It is at least equal in quality, durability, appearance, strength, and design characteristics;

b. There is no increase in any cost including capital, installation, or operating to the Owner;

c. The proposed item will conform substantially, even with deviations, to the detailed requirements of the item named in the Bid Documents.

If, after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue use of the substituted methods or equipment and shall complete the Work with the specified methods and equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality or take other corrective action as directed. No change will be made in basis of payment for construction items involved or in Contract Time as a result of authorizing a change in methods or equipment.

GP-21 ACCIDENT PREVENTION, INVESTIGATIONS, AND REPORTING

The Contractor shall be responsible to develop and maintain all safeguards and safety precautions necessary to prevent damage, injury, or loss throughout the performance of the Work. All accidents at the Project Site shall be investigated by the immediate supervisor of employee(s) involved and reported to the Engineer or Resident Project Representative within one (1) working day. A complete and accurate written report of the accident including estimated lost time days shall be submitted to the Engineer within four (4) calendar days. A follow-up report shall be submitted to the Engineer if the estimated lost time days differ from the actual lost time days.

GP-22 PRESERVATION AND RESTORATION OF PROPERTY, MONUMENTS, ETC.

The Contractor shall comply with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the preservation and protection of public and private property. The Contractor shall install and maintain suitable safeguards and safety precautions during the Work as necessary to prevent damage, injury, or loss to property. This

responsibility shall remain with the Contractor until the Work has been completed and accepted. Any damage, injury, or loss to property which is caused by the Contractor or Subcontractors shall be repaired or replaced at the expense of the Contractor.

The Contractor shall protect all land monuments, State and United States bench marks, geodetic and geological survey monuments, and property markers from disturbance or damage until an authorized agent has witnessed or otherwise referenced their location. The Contractor shall also provide protection for all public and private property including trees, utilities, pipes, conduits, structures, etc. These items shall not be removed unless directed by the Engineer.

The Contractor shall be responsible to completely repair all damages to public or private property due to any act, omission, neglect, or misconduct in the execution of the Work unless it is due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, public enemies, or governmental authorities. The damage must be repaired at the expense of the Contractor before final acceptance of the Work can be granted by the Engineer. If the Contractor fails to repair the damage within forty-eight (48) hours, the Owner may independently proceed with the repairs at the expense of the Contractor by deducting the cost from the Contract. If the Contractor cannot provide for the cost of repairs, the Surety of the Contractor shall be held until all damages, suits, or claims have been settled.

GP-23 PROTECTION OF THE WORK, MATERIALS, AND EQUIPMENT

It shall be the responsibility of the Contractor to protect the Work, materials, and equipment from damages or delays due to inflows, tidal rise, and storm water runoff which may occur at the Project Site. The Owner shall not be held liable or responsible for these types of delays or damages.

GP-24 LAND RIGHTS

The Owner has obtained sufficient temporary easements, servitudes, and right-of-way agreements from public and private landowners in order to perform the Work. A land rights memorandum which lists all known responsible contacts and required stipulations is provided in the appendices of the Contract Documents. The Contractor is responsible to notify all of the contacts and abide by stipulations listed in that memorandum.

GP-25 UTILITIES

The Owner has been granted all of the temporary easements, servitudes, and right-of-way agreements from known public and private utilities in order to perform the Work. The utilities include, but are not limited to telephone, telegraph, power poles or lines, water or fire hydrants, water or gas mains and pipelines, sewers, conduits, and other accessories or appurtenances of a similar nature which are fixed or controlled by a city, public utility company or corporation.

The Contractor shall conduct the Work in such a manner as to cooperate and minimize inconveniences with utilities. Prior to commencement of the Work, the Contractor is responsible to notify all of the utilities and abide by stipulations required by the utility company(s). The Contractor shall also call Louisiana One Call at 811 or (800) 272-3020 a minimum of 5 working days prior to construction to locate existing utilities at the Project Site.

Any damage to utilities that is caused by the Contractor within the Project Site shall be repaired at the expense of the Contractor. The Owner will not be responsible for any delay or damage incurred by the Contractor due to working around or joining the Work to utilities left in place or for making adjustments.

Any unidentified pipes or structures which may be discovered within the limits of the Project Site shall not be disturbed and shall be reported to the Engineer as soon as possible. Construction or excavation shall not be performed around unidentified utilities without prior approval from the Engineer.

GP-26 PERMITS

Federal and State permits that are required to perform the Work, such as the Department of the Army Permit, Coastal Use Permit, LDEQ Clean Water Permit, LDWF Fill Material License, and LADOTD highway crossing permit have been secured by the Owner. Permit conditions affecting the construction processes have been included in these Specifications. Copies of these permits will be provided to the Contractor at the pre-construction conference. These permits will not relieve the responsibility of the Contractor from obtaining any additional permits which may be needed to complete the Work. Copies of any special permits that are obtained by the Contractor must be submitted to the Owner. The Contractor shall conform to the requirements therein and display copies of the permits in a public setting at the Project Site at all times.

GP-27 PROJECT SITE CLEAN-UP

The Contractor shall keep the Project Site free from accumulations of waste material or trash at all times. All trash and waste materials shall be removed by the Contractor and disposed off-site in an approved waste disposal facility. In addition, all equipment, tools, and non-conforming work shall also be removed prior to the Work being accepted. No materials shall be placed outside of the Project Site.

GP-28 OWNER INSPECTION

The Owner, Resident Project Representative, and Federal Sponsor shall have the right to perform reasonable inspections and testing of the Work at the Project Site. Access shall be granted to the entire Project Site including all materials intended for use in the Work. The Contractor shall allow reasonable time for these inspections and tests to be performed. The inspections shall not relieve the Contractor from any obligation in accordance with the requirements of the Contract.

The Owner shall notify the Contractor prior to all tests, inspections, and approvals of the Work which are to be conducted at the Project Site. The Owner shall also provide the Contractor with the written results of all inspections and tests. Inspections, tests, or Payments made by the Owner shall not constitute acceptance of non-conforming Work or prejudice the Owner's rights under the Contract.

GP-29 DUTIES OF RESIDENT PROJECT REPRESENTATIVE

A Resident Project Representative may be assigned by the Engineer to the Project Site to observe the Contractor and monitor the progress and manner in which the Work is being

performed. The Resident Project Representative will also report to the Engineer and Contractor whenever materials or Work fail to comply with the Contract. The Resident Project Representative is authorized to reject any materials or suspend work which does not comply with the Contract until the issue is resolved by the Engineer.

However, the Resident Project Representative is not authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, or to approve or accept any portion of the Work, or to issue instructions contrary to the Plans and Specifications. The Resident Project Representative shall not manage or perform duties for the Contractor.

GP-30 CONSTRUCTION STAKES, LINES, AND GRADES

The Engineer shall direct the Contractor to all control points necessary for setting stakes and establishing lines and grades as shown on the Plans. The Contractor shall be responsible for laying out all of the Work. All layouts shall be witnessed and verified by the Engineer or Resident Project Representative prior to beginning the Work. The Contractor shall be responsible for proper execution of the Work according to the layouts after receiving verification from the Engineer.

The Contractor shall be responsible for furnishing and maintaining stakes such that the Work can be verified for acceptance. The Engineer may suspend the Work at any time if it cannot be adequately verified due to the number, quality, or condition of the stakes.

GP-31 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor shall execute all items covered by the Contract, and shall furnish, unless otherwise definitely provided in the Contract, all materials, implements, machinery, equipment, tools, supplies, transportation, and labor necessary to complete the Work. The Contractor shall pay constant attention to the progress of the Work and shall cooperate with the Engineer in every way possible. The Contractor shall maintain a complete copy of the Contract at all times, including the Plans, Specifications, and any authorized modifications.

GP-32 ENVIRONMENTAL PROTECTION

The Contractor shall comply with and abide by all federal, state, and local laws and regulations controlling pollution of the environment, including air, water, and noise. The Contractor shall take precautions to prevent pollution of waters and wetlands with fuels, oils, bituminous materials, chemicals, sewage, or other harmful materials and contaminants, and to prevent pollution of the atmosphere from particulate and gaseous matter, in accordance with all terms and conditions of federal, state, and local air and water pollution control laws and programs and their rules and regulations, including the federal Clean Air Act and the federal Clean Water Act.

The Contractor shall adhere to the provisions which require compliance with all standards, orders, or requirements contained under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, which prohibit the use under non-exempt Federal contracts, grants, or loans, of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

Construction operations in rivers, streams, lakes, tidal or coastal waters, reservoirs, canals, wetlands, and any other impoundments shall be restricted to areas where it is necessary to accomplish the Work and performed in accordance with any applicable federal, state, and local laws, regulations, permit requirements, and guidelines, and the Contractor shall conduct the Work in a manner that will not cause damaging concentrations of silt or pollution to water.

Contractor shall maintain and operate equipment to minimize noise, dust, and vibration near noise, dust and vibration-sensitive areas such as churches, hospitals, schools, and residential areas, and assure that any activities conducted near such areas are not unduly disruptive. Contractor shall maintain all equipment with properly functioning mufflers.

The Contractor shall be responsible for determining and utilizing any erosion and pollution control features or methods that may be necessary to comply with all federal, state, and local laws and regulations.

GP-33 SANITARY PROVISION

The Contractor shall provide and maintain sanitary accommodations for use by all employees and Subcontractors. Facilities shall comply with the requirements of the Louisiana State Board of Health and Hospitals and other authorities having jurisdiction. Committing public nuisance on the Project Site is prohibited.

GP-34 PAYMENT OF TAXES

The Contractor shall be responsible for all taxes and duties that maybe levied under existing State, Federal, and local laws during the completion of the Work. The Owner will presume that the amount of such taxes is included in the unit prices bid by the Contractor and will not provide additional reimbursement.

GP-35 RADIO AND TELEPHONES

The Contractor shall furnish and maintain radio and telephone equipment throughout the Contract Time which will allow communication between the Contractor and the Engineer or Resident Project Representative.

GP-36 NAVIGATION

All marine vessels shall comply with the following Federal Laws and Regulations:

a. The International Navigational Rules Act of 1977 (Public Law 95-75, 91 Stat. 308, or 33 U.S.C. 1601-1608); and

b. The Inland Navigation Rules Act of 1980 (Public Law 96-591, 94 Stat. 3415, 33 U.S.C. 2001-2038).

These rules can be found on the Internet at:
http://www.navcen.uscg.gov/?pageName=navRulesContent.

All marine vessels shall display the lights and day shapes required by Part C- Lights and Shapes of the Inland Navigation Rules. The location, type, color, and size of the lights and day shape shall be in accordance with Annex I - Positioning and Technical Details of Lights and Shapes. Any vessel engaged in dredging is considered a "Vessel restricted in her ability to maneuver" and shall display all the lights and shapes required in Rule 27, "Vessel Not Under Control."

GP-37 OBSTRUCTION TO NAVIGATION

The Contractor shall minimize all obstructions to navigation in compliance with pertinent U. S. Coast Guard regulations while conducting the Work. The Contractor shall promptly move any floating equipment or marine vessels which obstruct safe passage of other marine vessels. Upon completion of the Work, the Contractor shall remove all marine vessels and other floating equipment such as temporary ranges, buoys, piles, and other marks or objects that are not permanent features of the Work.

GP-38 MARINE VESSELS AND MARINE ACTIVITIES

All marine vessels regulated by the USCG shall have the required USCG documentation that is current before being placed in service. A copy of any USCG Form 835 issued to the vessel in the preceding year shall be made available to the Owner and Engineer and a copy shall be on board the vessel. All officers and crew shall possess valid USCG licenses as required by USCG regulations. These certificates, classifications, and licenses shall be posted in a public area on board each vessel.

All dredges and quarter boats not subject to USCG inspection and certification or not having a current ABS classification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Marine Surveyors (NAMS) or the Society of Accredited Marine Surveyors (SAMS) and having at least 5 years' experience in commercial marine plant and equipment. The inspection certificate shall be posted in a public area on board each dredge and/or quarter boat.

All other plant and support vessels shall be inspected before being placed in service and at least annually by a qualified person. The inspection certificate shall be posted in a public area on board each plant and/or vessel.

GP-39 RECORD KEEPING

The Contractor shall maintain orderly records of the Progress Schedule, Daily Progress Reports, Progress Meetings, correspondence, submittals, reproductions of original Contract Documents, Change Orders, Field Orders, certificates, additional drawings issued subsequent to the executed Contract, clarifications and interpretations of the Contract Documents by the Engineer, and other related documents at the Project Site until all of the Work is accepted by the Engineer.

GP-40 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies. Each certificate shall be certified by an authorized agent of the supplying company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date of shipment. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the testing date. The Contractor shall also certify that all materials and test reports conform to the requirements of the Contract. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if the material is tested and determined to be in nonconformance.

GP-41 SUBMITTALS

The Contractor shall review all Submittals for compliance with the requirements of the Contract prior to delivery to the Engineer. Each Submittal shall contain a signed statement by the Contractor that it complies with the Contract requirements with any exceptions explicitly listed. The Contractor shall comply with these requirements for Submittals from Subcontractors, manufacturers, and suppliers.

All Submittals shall include sufficient data to demonstrate that the requirements of the Contract are met or exceeded. All submittals shall be legible and marked with the project title and clearly identify the item submitted. Each submittal package shall include an itemized list of the items submitted.

All Submittals will be reviewed within fourteen (14) days after being received by the Engineer. The Contractor shall allow the Engineer sufficient time for review, corrections, and resubmission of all Submittals prior to beginning the associated Work. The Contract Time shall not be extended based on incorrect or incomplete Submittals.

GP-42 CLAIMS FOR EXTRA COST

The Contractor is expected to complete the Work according to the Contract Price specified in the Bid Documents. If the Contractor deems additional compensation is due for work, materials, delays or other additional costs/or expenses not covered in the Contract or not ordered as extra work, the Contractor shall give the Engineer written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Contractor shall justify the claim for extra cost by providing supporting data and calculations. The Engineer shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments of the Contract in accordance with GP-43. If no written claim is made within this fourteen (14) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.

Claim for damages or delays of the Work shall not be made by the Contractor for a relocation of the construction operation or portions thereof to other locations within the geographical scope of the project, when in the opinion of the Engineer, such relocation is necessary for the most effective prosecution of the Work and may be accomplished without undue hardship.

GP-43 ALTERATION OF THE CONTRACT AND COMPENSATION

Using Change Orders, Field Orders, or Written Amendments, the Owner may order extra work or make changes by altering the details of construction, add to or deduct from the Work. The requirements and stipulations of these documents shall be binding on the Owner and Contractor throughout the remainder of the Contract. Any claim for an extension of Contract Time caused thereby shall be adjusted at the time of ordering such change.

The value of any such extra work or change shall be determined in one or more of the following ways and in the following priority:

a. By application of the unit prices in the Contract to the quantities of the items involved or subsequently agreed upon; or

b. By mutual acceptance between the Owner and Contractor of a lump sum.

If none of the above methods is agreed upon, the Contractor, provided he is so ordered by the Owner in writing, shall proceed with the Work on a "force account" basis. In such a case, the Contractor shall keep and preserve in such form as the Engineer may direct, a correct itemized account of the direct cost of labor, materials, equipment, together with vouchers bearing written certification by the Contractor. In any case, the Engineer shall certify to the amount, including an allowance of fifteen percent (15%) for jobsite and home office overhead indirect expenses and profit due to the Contractor. Where such change involves a subcontractor, an allowance of fifteen percent (15%) for overhead and profit shall be due the subcontractor and an allowance of ten percent (10%) shall be due the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate and as approved in an executed Change Order.

If the Contractor is prevented from completing the Work according to the Contract Price due to the Owner, the Contractor may be entitled to any reasonable and necessary addition of cost as determined by the Engineer. Neither the Owner nor the Contractor shall be entitled to any damages arising from events or occurrences which are beyond their control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters. The provisions of this section exclude recovery for damages caused by the Contractor and compensation for additional professional services by either party.

GP-44 EXTENSION OF CONTRACT TIME

The Contractor is expected to complete the Work within the Contract Time specified in the Bid Documents. A legitimate increase of the Contract time may be requested by the Contractor throughout the course of the Work. This Claim must be submitted to the Engineer in writing within fourteen (14) days of the event which caused the time delay to the Contractor. If an extension of Contract Time involves an increase in Contract Price, both claims shall be submitted together. The Contractor shall justify the increase of the Contract Time in the Claim using supporting data and calculations. The Engineer may deny the claim if there is insufficient information to make a determination. If the Claim is approved, the Engineer shall issue a Change Order within thirty (30) days of the Claim. The Contract Time shall be increased on a basis that is commensurate with the amount of additional or remaining Work. For example, the Contract Time can be increased where the number of actual adverse weather days exceeds the number of days estimated in the Contract.

GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE

45.1 TERMINATION FOR CAUSE

The Owner shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

a. The Work is not begun within the time specified in the Notice to Proceed; or

b. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion; or

c. The Contractor performs unsuitable, neglected or rejected work, refuses to remove materials; or

d. The Work is discontinued; or

e. The Work is not completed within the Contract Time or time extension; or

f. Work is not resumed within a reasonable time after receiving a notice to continue; or

g. The Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

h. The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days; or

i. The Contractor makes an assignment for the benefit of creditors; or

j. The Work is not performed in an acceptable manner.

If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor will be in default and the Owner shall remove the Contractor from the Work. If the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment or enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

45.2 TERMINATION FOR CONVENIENCE

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, pursuant to

Section GP 45.1 above, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

GP-46 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to temporarily suspend the Work in whole or in part. A Field Order shall be issued to the Contractor for any of the Work that is suspended for periods exceeding one (1) calendar day. The Field Order shall include the specific reasons and details for the suspension. The Contract Time shall not be extended if the Work is suspended due to failure by the Contractor to comply with a Field Order or with the Plans and Specifications. If the Work is suspended in the interest of the Owner, the Contractor shall make due allowances for the lost time.

GP-47 NON-CONFORMING AND UNAUTHORIZED WORK

Work not conforming to the Plans, Specifications, Field Orders, or Change Orders shall not be accepted for payment. Unacceptable or unauthorized work shall be removed and replaced in an acceptable manner at the expense of the Contractor in order to obtain final acceptance of the Work.

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after seven (7) calendar days written notice to the Contractor, may correct such deficiencies itself or by use of other contractors without prejudice to any other remedy it may have, and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

GP-48 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

The Contractor may terminate the Contract or Work and recover payment from the Owner for labor and materials if the Work is stopped through no act or fault of the Contractor for more than three (3) months. For example, such an occurrence could be caused by a court order or other public authority. In any case, the Contractor shall submit a written notice to the Engineer at the beginning of the occurrence, and a written Claim to the Owner at the end of the occurrence.

GP-49 BREACH OF CONTRACT

The Owner shall submit a written Claim to the Contractor regarding any breach of the Contract. The Contractor must provide a written response to the Owner regarding the breach of Contract within ten (10) days after the Claim. This response must provide either an admission to the Claim or a detailed denial based on relevant data and calculations. The failure of the Contractor to provide a proper response within ten (10) days shall result in justification of the Claim by default.

GP-50 NO WAIVER OF LEGAL RIGHTS

The Owner shall not be prevented from recovering costs from the Contractor, Surety, or both due to failure of the Contractor to fulfill all of the obligations under the Contract. If a waiver

is provided to the Contractor for a breach of Contract by the Owner, it shall not apply to any other breach of Contract. Final acceptance of the Work shall not prevent the Owner from correcting any measurement, estimate, or certificate. The Contractor shall be liable to the Owner without prejudice to the terms of the Contract or any warranty for latent defects, fraud, or gross negligence.

GP-51 LIABILITY FOR DAMAGES AND INJURIES

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner, Engineer, and their officers, employees, representatives, and/or agents from all suits, actions, claims, costs, losses, demands, and judgments (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought because of injuries or damage sustained by a person or property due to the operations of Contractor; due to negligence in safeguarding the Work, or use of unacceptable materials in constructing the Work; or any negligent act, omission, or misconduct of the Contractor; or claims or amounts recovered under the Workmen's Compensation Act or other law, ordinance, order, or decree; any money due the Contractor as considered necessary by the Owner for such purpose may be retained for use of the State or in case no money is due, the performance and payment bond may be held until such suits, actions, claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate Workman's Compensation, Public Liability, and Property Damage Insurance are in effect.

The indemnification obligations of the Contractor shall not extend to the liability of the Owner, Engineer, and their affiliates arising out of the preparation or approval of the Plans, Specifications, maps, opinions, reports, surveys, or Change Orders, or for providing directions or instructions which are the primary cause of the injury or damage.

Should the Owner or Contractor suffer from any injury or damage due to an error, omission, or act of the other party or their legally liable affiliates, a written Claim shall be submitted to the other party within ten (10) days. The Claim shall provide all details regarding the injury or damage, the results of any investigations, and the action to be taken to prevent any reoccurrence.

GP-52 LIABILITY FOR LOSSES BY ACTS OF THE GOVERNMENT

The Owner shall not be liable for any loss or damage suffered by the Contractor arising out of a cessation of Work under this Contract due to any act or order of any local, state, or federal government agency. If this cessation occurs, the Contractor may request an extension of the Contract Time according to the provisions in GP-44.

GP-53 FINAL INSPECTION AND ACCEPTANCE

Whenever the Work provided for, or contemplated by the contract, has been satisfactorily completed, all punch list items completed and the final cleaning up is performed, the Engineer shall be notified in writing that said work is completed and ready for final inspection. The Engineer shall, unless otherwise provided, make the final inspection within a reasonable length of time after the receipt of such notification.

If all construction provided for in the contract is found completed to the Engineer's satisfaction, the inspection shall constitute the final inspection and the Engineer will make recommendation to the Owner for final acceptance and notify the Contractor in writing of this recommendation of acceptance.

The Owner will record the Notice of Acceptance with the Clerk of Court in the Parish(s) in which the Work has been performed. The recording of the Notice of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage will be withheld by the Owner. The Owner will provide the Contractor with a copy of the Certificate of Recordation.

GP-54 AS-BUILT DRAWINGS

The Contractor shall submit all originals and copies of the As-Built Drawings to the Engineer for review and acceptance in accordance with the Special Provisions. The As-Built Drawings shall provide complete data for quantities, dimensions, specified performance and design criteria, and similar items which clearly represent the services, materials, and equipment the Contractor has provided. All revision sheets shall be clearly stamped with the words "As-Built".

GP-55 COMPLETION OF CONTRACT

Notwithstanding any other provision of this Contract and all applicable and necessary time delays under Louisiana law, completion of the Contract requires all of the Work to be complete, inspected by the Engineer, accepted by the Owner as recommended by the Engineer, and after final payment is made. After the Contract is complete, the Contractor will then be released from further obligation except as set forth in the Contract Bond and Contractor's Guarantee.

GP-56 CONTRACTOR'S GUARANTEE

The Contractor is obligated to provide a written guarantee to the Owner that all of the Work conforms to the Contract Documents. The Work shall be guaranteed to survive for a minimum period of 1 year after final acceptance, unless otherwise specified in the Technical Specifications.

a. The guarantee shall include:

1. A written warranty by the manufacturer for each piece of installed project equipment or apparatus furnished under the Contract.

2. Any necessary repair of replacement of the warranted equipment during the guarantee period at no cost to the Owner.

3. Satisfactory operation of installed equipment including, but not limited to, any mechanical and electrical systems furnished and constructed under the Contract during the guarantee period. The Contractor shall repair all equipment which fails due to defective materials or faulty workmanship during the guarantee period. The Contractor shall also be liable for all other

ancillary expenses incurred by the Owner due to the failure.

b. The guarantee shall exclude defects or damage caused by:

1. Abuse or improper modification, maintenance, or operation by anyone other than the Contractor; or

2. Wear and tear under normal usage.

c. This obligation by the Contractor shall be absolute. The following actions will not constitute acceptance of non-conformance Work or release the Contractor from obligation to furnish the Work in accordance with the Contract Documents:

1. Observations by the Owner or Engineer; or

2. Recommendations by the Engineer or payment by the Owner; or

3. Use of the Work by the Owner; or

4. Issuance of a notice of acceptance by the Owner pursuant to the provisions of GP-53, or failure to do so; or

5. Any inspection, test, or approval by others; or

6. Any correction to non-conforming work by the Owner.

GP-57 DISPUTE RESOLUTION

The parties shall use their best efforts to resolve all disputes in an amicable fashion. Prior to filing suit by either party with respect to any claims, or disputes arising between the parties, the disputes shall be submitted first to non-binding mediation. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the parties cannot agree to a private mediator, then the mediator shall be selected by the American Arbitration Association, upon the filing of a demand for mediation.

If the dispute is not resolved by mediation within 60 days from the request for mediation, then either party may institute legal proceedings. Any litigation involving the Owner and arising under or related to the Contract or the bidding or award thereof shall be instituted exclusively in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

GP-58 PAYMENT

The Owner hereby agrees to pay to the Contractor as full compensation for all work performed under the contract, and/or supplemental agreements thereto, the monetary value of the actual quantities in the completed work according to the schedule of unit prices and/or lump sum prices set forth in attached bid proposal and/or duly authorized supplements thereto, and made a part of the Contract.

Partial payments under the Contract shall be made at the request of the Contractor not more

than once each month, based upon partial estimates agreed to by the Contractor and Engineer and shall be furnished to the Engineer and approved by the Engineer prior to transmittal to the Owner for approval and payment.

A Subcontractor Report (included in the appendices of the Contract Documents) should be submitted by the Contractor with each request for partial payment, to be used for informational purposes only by CPRA.

The partial estimates will be approximately stated, and all partial estimates and payments shall be subject to corrections in the estimate rendered following the discovery of any error in any previous estimates.

The payment of the partial estimate shall be taken as verification that the work has been performed and that its quality is satisfactory, however it will in no way serve as a release to the Contractor for the responsibility of any portions thereof. The work and any particulars relating thereto shall be subject to revision and adjustment by the Engineer and/or the Owner at any time prior to final payment, regardless of any previous action taken.

There shall be reserved from the payments provided for the Contract ten percent (10%) for contracts less than $500,000 or five percent (5%) for contracts of $500,000 or more, of the estimates submitted, said sum to constitute a trust fund for the protection of and payment to any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract, or the doing of said work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and shall be withheld for a minimum of forty-five (45) calendar days after final acceptance of the completed contract and filing of the Notice of Acceptance as described in GP-53.

After the expiration of the forty-five (45) calendar day period, the reserve in excess of a sum sufficient to discharge the claims of materialmen and laborers who have filed their claims, together with a sum sufficient to defray the cost of such action and to pay attorneys' fees, shall be paid to the Contractor.

The Contractor shall be responsible for obtaining and furnishing a clear lien and privilege certificate to the Owner at the expiration of the retainage period, and prior to payment of any reserve withheld.

GP-59 PAYMENTS WITHHELD

In addition to the percentage provided for in Section GP-58 of these General Provisions and in accordance with any other provision of this Contract, the Owner may withhold such amounts from any payment as may be necessary to protect himself from loss on account of:

a) Defective work not remedied;

b) Claims filed or reasonable evidence indicating probable filing of claims;

c) Failure of the Contractor to make payments properly to subcontractors or for material or labor;

d) Reasonable evidence that the Work will not be completed within the Contract time and

that the unpaid balance would not be adequate to cover damages for the anticipated delay;

e) A reasonable doubt that the contract can be completed within the time period remaining under the contract;

f) Damage to another contractor;

g) Failure to submit required reports; or

h) Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

Furthermore, nothing contained in this Section shall be deemed to limit the right of the Owner to withhold liquidated damages, as stated in the Instructions to Bidders, from any amounts which may be due and owed the Contractor for work performed under the contract.

GP-60 LIENS

Neither the final payment nor any part of the retained percentage shall come due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, if required by the Owner, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but if any subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any lien, construction cost, or attorney's fees.

GP-61 EQUAL EMPLOYMENT OPPORTUNITY

The State of Louisiana is an equal opportunity employer, and looks to its Contractor, subcontractors, vendors and suppliers to comply with all applicable laws and regulations.

By submitting the bid proposal and executing the Contract, the Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

GP-62 ANTI-KICKBACK CLAUSE

The Contractor agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of the work, to give up any part of the

compensation to which he is otherwise entitled.

GP-63 SUSPENSION/DEBARMENT

Contractor certifies, by signing and submitting any bid that their company, any subcontractors, or principals are not suspended, debarred, or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project, certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to Owner in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Contract.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this Contract, Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of GP-45 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE OR CONVENIENCE, or take such other action it deems appropriate under this Contract.

GP-64 LOUISIANA FIRST HIRING ACT

Contractor shall comply with the Louisiana First Hiring Act (La. R.S. 39:2201-2204), which requires that within ten (10) days of executing the Contract, Contractor shall submit the following information to the Louisiana Workforce Commission:

1. The number and types of jobs anticipated for the Work.

2. The skill level of the jobs anticipated for the Work.

3. The wage or salary range for each job anticipated for the Work.

4. Methods, if any, that the Contractor will use to recruit unemployed persons or person employed in low wage jobs to fill job openings for the Work.

GP-65 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

By submitting a Bid, the Contractor certifies and agrees that the following information is correct:

In preparing its Bid, the Contractor has considered all proposals submitted from qualified

potential subcontractors and suppliers, and has not, in the Bid, selection or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Contractor has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any Bids if this certification is subsequently determine to be false and to terminate any contract awarded bases on such a false response.

GP-66 PROHIBITION OF DISCRIMINATION OF FIREARM ENTITY AND/OR FIREARM TRADE ASSOCIATION

In accordance with LA. R.S. 39:1602.2, the following applies to any competitive sealed bid, competitive sealed proposals, or contract(s) with a value of $100,000.00 or more involving a for-profit company with at least fifty full time employees:

Unless otherwise exempted by law, submitting a response to this solicitation or entering into this contract, the Bidder, Proposer, or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive the discriminates against a firearm entity of firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The state reserves the right to reject the response of the Bidder, Proposer, or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

GP-67 DBE, MINORITY OWNED, AND WOMEN'S BUSINESS ENTERPRISES

In accordance with 40 C.F.R. § 33.301 and 2 C.F.R. § 200.321, as applicable, the Contractor agrees to ensure that Disadvantaged Business Enterprises ("DBEs"), the minority business, women's business enterprises, and labor surplus area firms are used when possible and have the maximum opportunity to participate in the performance of a resulting contract and any subcontracts for supplies, equipment, constructions or services that may be let. In this regard, if and as required by an applicable law or regulation, the Contractor shall take all necessary steps to ensure that DBEs, minority businesses, women's business enterprises, and labor surplus area firms have the maximum opportunity to compete for and perform services relating to a resulting Contract.

END OF PART I - GENERAL PROVISIONS

PART II SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Project Site is in Cameron Parish, Louisiana. The Project Site consists of eastern and western staging areas and a right-of-way on both sides of the permanent pipeline. Marine access will be required to access the Project Site via the Equipment Access Corridor. Separate boat launches to be used for each staging area. The western staging area is located within Sabine National Wildlife Refuge. A portion of the pipeline right-of-way is also located within Sabine National Wildlife Refuge. The coordinates for the western staging area are: 29°57'49.83"N, 93°24'19.66"W. The coordinates for the eastern staging area are: 29°57'40.00"N, 93°20'50.87"W.

SP-2 WORK TO BE DONE

The Contractor shall provide all labor, Materials, and Equipment necessary to perform the Work. The Work shall be performed in accordance with these Specifications and in conformity to the lines, grades, and elevations shown on the Plans or as directed by the Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of the Work shall be provided in the Work Plan. The Equipment used for the Work shall be operated within the boundaries of the Project Site and away from delineated no work zones, existing vegetated wetlands, or any other sensitive areas. The Contractor shall be responsible for returning all disturbed wetlands to pre-construction conditions at no additional expense to the Owner. The following are major tasks of the Work:

2.1 Mobilization and Demobilization: The Contractor shall mobilize and demobilize all personnel, Equipment, supplies, and incidentals necessary to complete the Work to the Project Site. Mobilization also includes the establishment of offices, buildings, or other facilities necessary for the Work.

2.2 Site Examination: The Contractor shall examine the Project Site and data included in the Appendices of these Specifications to make determinations for Equipment Access. All landowners shall be notified prior to accessing the Project Site in accordance with SP-11. Material such as logs, stumps, snags, tires, scrap, debris, and other obstructions may be encountered within the Project Site. If these materials are encountered, the Engineer will determine if they shall be dispersed within or removed from the Project Site. No separate payment for removal and disposal of these obstructions shall be made. No consideration shall be given to any claims for additional payments based on the failure of the Contractor to inspect the Project Site and data provided in the Appendices of these Specifications.

2.3 Surveying: Horizontal and vertical control shall be established by using the CPRA monuments and locate other reference control points identified described in TS-200. Smart Pipeline Inspection Gauge (Smart PIG) will utilize the established vertical and horizontal control to locate potential deficiencies identified during the inline inspection. A Stake Out shall be performed for all work areas as part of the Pre-Construction Survey.

2.4 Locating Pipelines, Utilities, and Existing Infrastructure: The Contractor shall be responsible for investigating, locating, and protecting all existing facilities, structures, high-voltage power lines, pipelines, and other utilities on, above, or under the surface of the Project Site. The Owner shall not be held responsible for damage to the Contractor's Equipment, employees, Subcontractors, adjacent property owners, or anyone else

connected with this project due to encountering objects above and below the water line and existing ground.

Existing infrastructure, where indicated on the Plans, is shown only to the extent such information was made available to, or discovered by, the Engineer during preparation of the Plans. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness is expressly disclaimed. If the Contractor fails to discover an underground installation and damages the same, the Contractor shall be responsible for the cost of the repair of the infrastructure plus the cost of environmental damage and clean up.

2.5 Navigation Aids: The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard (USCG) and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work.

2.6 Smart Pipeline Inspection Gauge (Smart PIG): A Smart PIG inline inspection shall be performed for the permanent pipeline. The Smart PIG inspection shall be performed with a high-resolution inline inspection tool. The Smart PIG tool shall be capable of assessing the internal geometry and metal-loss condition of the permanent pipeline. Preparation for the Smart PIG inspection shall include a visual inspection report and installation of a launcher and receiver at each end of the permanent pipeline, in place of the blind flange. The contractor shall first clean the permanent pipeline using a cleaning PIG. Next, a gauging PIG shall be launched to confirm that the internal diameter is unobstructed and suitable for passage of the inspection tools. Following successful cleaning and gauging, the high-resolution geometry inspection tool shall be loaded into the launcher and launched through the pipeline under controlled conditions. The tool's progress shall be monitored using above-ground markers and portable tracking receivers deployed along the pipeline alignment. After the geometry tool is received, its data shall be reviewed on site to verify data completeness and tool performance. Upon acceptance of the geometry run, the high-resolution metal-loss inspection tool shall be launched and tracked in the same manner. The tool shall be received at the downstream temporary receiver, depressurized, and safely removed from the barrel. After completion of all inspection runs, the temporary launcher and receiver assemblies, valves, and associated piping will be removed. The pipeline will be filled with clean water from the Calcasieu River, and the original blind flanges will be reinstalled with new gaskets and bolting as specified in TS-500.10.

2.7 Final Smart PIG In-line Inspection Report: Following the Smart PIG inline inspection and demobilization, data shall be processed and analyzed by the contractor in accordance with applicable industry standards. A final Smart PIG In-line Inspection report shall be prepared. The report shall include a description of the inspection methods and tools used, confirmation of cleaning and gauging results, alignment and tracking information, listings and classifications of detected anomalies, feature sizing and location references, and an overall assessment of pipeline integrity. The final report shall be sealed by a Professional Engineer licensed in the State of Louisiana and shall be submitted upon completion of the work.

SP-3 CONTRACT MILESTONES

Milestone	Date
Bid Advertisement	As advertised

Milestone	Date
Non-Mandatory Pre-Bid Conference (GP-5)	Provided in Advertisement for Bids.
Bid Opening	Provided in Advertisement for Bids.
Effective Date of Contract	Stated in Contract.
Start of Contract Time	Stated in Notice to Proceed.
Pre-Construction Conference (GP-14)	Scheduled by the Engineer after the Notice to Proceed is issued.
Final Inspection (GP-53)	Upon completion of the Work.
End of Contract Time	forty-five (45) consecutive calendar days from the Notice to Proceed.

SP-4 DELIVERABLES

4.1 Prior to Construction

4.1.1 The Contractor shall submit the following documents to the Engineer prior to the Pre-Construction Conference specified in GP-14:

4.1.1.1 Applicable Work Plan sections as specified in GP-8 and SP-7;

4.1.1.2 Progress Schedule as specified in GP-9;

4.1.2 Updates to the Work Plan and Progress Schedule based on comments from the Engineer

4.1.3 A communication plan, which specifies the Contractor chain of command, Owner, Engineer, and Resident Project Representative(s) points of contact, corresponding contact information, and procedures for routine and emergency notification.

4.1.4 Records of communication, including any permits, between the Contractor and private property owners, pipeline operators, government agencies, etc.;

4.1.5 The Contractor shall submit the Pre-Construction Survey stakeout for each project feature a minimum of fourteen (14) days prior to the start of Construction of that respective feature. This survey shall be conducted as described in TS-200.

4.2 During Construction

The Contractor shall provide the following information to the Engineer during construction upon request or as specified in these provisions:

4.2.1 Updates to the Work Plan as needed;

4.2.2 The results of all surveys and calculations as specified in TS-200;

4.2.3 Progress Schedule as specified in GP-9;

4.2.4 Daily Progress Reports as specified in GP-10 and throughout the Technical Specifications;

4.2.5 Copies of all pipeline owner/operator Agreements/Letters of No Objection/Letters of Consent, and/or any other communications with pipeline Owners/Operators;

4.2.6 Records of communication, including any permits, between the Contractor and private property owners, pipeline operators, government agencies, etc.;

4.2.7 Surveys as per TS-200;

4.2.8 Aerial Photography as specified in SP-20;

4.2.9 Copies of all inspection and monitoring reports;

4.2.10 All Change Orders, Field Orders, Claims, Clarifications, and Amendments;

4.2.11 Results of any materials testing;

4.2.12 Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site;

4.2.13 The Contractor shall contact the Engineer a minimum of five (5) days prior to the anticipated completion of the Work in order to schedule the Final Inspection. The Contractor shall also submit a Written Notice of the Completion of Work.

4.3 Post Construction

The Contractor shall submit the following documents to the Engineer after construction is complete in order to gain Acceptance of the Work:

4.3.1 Copy of the Contract Documents at the site in order and marked to show all Field and Change Orders made by the Owner.

4.3.2 Copy of Smart PIG In-line Inspection Report (TS-500)

4.3.3 Laboratory Analysis results and reports from Water Quality Sampling and Monitoring (TS-500)

4.4 Summary of Project Submittals

The following table is a summary of submittals required of the Contractor as part of this section and other sections of these Specifications. Recipient lists and contact information for submittals will be provided to the Contractor prior to the Pre-Construction Conference.

Submittal	Date Due
Questions on Bid Documents (GP-5 & SP-5)	Provided at Pre-Bid Conference
List of all Subcontractors (GP-19)	Prior to awarding any subcontracts

Submittal	Date Due
Work Plan (GP-8 & SP-7)	Applicable sections fourteen (14) days prior to Pre-Construction Conference and updates throughout construction
Progress Schedule (GP-9)	At least fourteen (14) days prior to starting construction. Updates shall be provided at each Progress Meeting and with each pay application package thereafter
Daily Progress Report (GP-10)	By 12:00 PM the following day from mobilization to demobilization
Copy of USCG Notice to Mariners (SP-17)	Thirty (30) days prior to mobilization
Copy of Navigational Aids Permits (TS-150)	Seven (7) days prior to Mobilization
Progress Meetings and Reports (GP-13)	Bi-weekly or as determined at the Pre-Construction Conference
Aerial Photography (SP-20)	Prior to start of construction and Post-Construction
Copies of Pipeline Agreements/LONOs/Letters of Consent and any other communications with pipeline Owners/Operators (SP-11)	Prior to any work near the associated pipeline
Pre-Construction Survey Stakeout (TS-200)	Fourteen (14) days prior to anticipated start of Construction of each respective feature
In-Line Inspection Report (TS-500)	Thirty (30) days
Written Notice of Completion of Work (GP-53)	Five (5) days prior to the anticipated completion of the Work.

SP-5 CONTACT INFORMATION

Prior to the Bid opening date, the Contractor shall send all questions and requests for clarification or interpretation of the Bid Documents in writing to the attention of Kayla Causey of the Coastal Protection and Restoration Authority. The address and contact information is as follows:

Coastal Protection and Restoration Authority (CPRA)
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Kayla Causey
Phone: (225) 342-9421
Fax: (225) 800-5599
Email: cpra.bidding@la.gov

After execution of the contract between Owner and Contractor, the successful Contractor shall contact the Engineer concerning bid documentation or questions. The addresses and contact information for the Construction Manager and Engineer(s) are listed as follows:

CPRA Project Manager
Brent Bouy, P.E.
635 Cajundome Blvd.
Lafayette, LA 70506
Phone: (225) 482-0682

CPRA Designee
Daniel Dehon, P.E.
445 North Blvd. Suite 650
Baton Rouge, LA 70802
Phone: (225) 344-6701

Fax: (337) 482-0685	x1525
Email:	Fax: (337) 232-3299
brent.bouy2@la.gov	Email:
	danield@fenstermaker.com

The Owner and Engineer shall submit all written Claims, Field Orders, Change Orders and all other documentation to the Contractor at the address indicated on the Bid.

SP-6 INSURANCE AND BONDS

The Contractor shall purchase and maintain without interruption, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or Subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

6.1 Minimum Scope and Limits of Insurance

6.1.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation Law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime Law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

6.1.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. A Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

The required minimum combined single limit amount of insurance shall be as provided below:

Initial Contract Amount	**Minimum Insurance**
Up to $1,000,000	**$1,000,000**
From $1,000,001 to $2,000,000	**$2,000,000**

Over $2,000,000	**$5,000,000**

6.1.3 Automobile and Watercraft Liability

Automobile Liability Insurance and Watercraft Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles and/or watercraft. If any non-licensed motor vehicles and/or watercraft are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of any such vehicles.

NOTE: If the Contractor does not own an automobile and/or watercraft and such vehicles are utilized in the execution of the Contract, then hired and non-owned coverage is acceptable. If an automobile and/or watercraft is not utilized in the execution of the contract, then automobile and/or watercraft coverage is not required.

6.1.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability, Automobile Liability, and Watercraft Liability only.

6.1.5 Pollution Liability (required when asbestos or other hazardous material abatement is included in the contract)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than $1,000,000 per claim. A Claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

6.1.6 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

6.2 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

6.2.1 Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

6.2.2 General Liability Coverage

The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used.

The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

6.2.3 All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the Acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

6.2.4 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the Contract.

6.2.5 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal thereafter.

The Certificate Holder must be listed as follows:

State of Louisiana
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
Attn: Project # CS-0028-2

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

6.2.6 Subcontractors

Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of Subcontractor's certificates at any time.

If Contractor does not verify Subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

6.2.7 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents.

Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

6.2.8 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all Claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any Claims, demands, suits or causes of action, except those Claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such Claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims, demands, suits, or causes of action are groundless, false or fraudulent.

SP-7 WORK PLAN SUPPLEMENTAL

The Work Plan shall be a living document, to be updated prior to and during construction based on construction schedules and applicable Work to date. The Contractor shall not begin construction of any Work item prior to the Acceptance of the associated section(s) of the Work Plan.

The following items from GP-8 shall include the information listed below:

7.1 The personnel, material, subcontractors, fabricators, suppliers, types of equipment, and equipment staging areas the Contractor proposes to use for construction (GP-8f):

7.1.1 List of subcontractors;

7.1.2 Equipment Data Sheet in Appendix F for all proposed equipment;

7.1.3 Layout of proposed equipment staging areas (TS-100.4.1);

7.1.4 Location and details of any vessel-shore transfers (SP-16);

7.1.5 Any other details of personnel, materials, and equipment proposed for construction.

7.2 Survey layout and stakeout (Survey Plan) (GP-8h):

7.2.1 Layout, schedule, and sequencing for all survey field work and deliverables (TS-200.1);

7.2.2 Field equipment and methodology (TS-200.1);

7.2.3 Details and locations of any temporary benchmarks (TBMs) (TS-200.3.1)

The following items shall be included the Work Plan in addition to those required by GP-8:

7.3 Any proposed changes to the layout of the Work;

7.4 Debris removal plan (TS-100.5);

7.5 Existing Pipeline Plan:

7.5.1 Pipeline emergency response plan (SP-11.2.3);

7.5.2 Layout and materials for the installation of protective measures at all equipment and pipeline crossings (SP-11.2.4);

7.5.3 Proposed methods for marking existing infrastructure (SP-11.2.6, TS-200);

7.6 Smart PIG Inline Inspection Plan:

7.6.1 Layout, schedule, and sequencing for Smart PIG inline inspection (TS-500).

7.6.2 LPDES Water Quality Sampling and Monitoring plan (TS-500).

The Work Plan shall be formatted as follows:

- Section 1: Typical Report Form for the Bi-Weekly Progress Meeting (GP-8a, GP-13)
- Section 2: Typical Form for Daily Progress Reports (GP-8b, GP-10, Appendix I)
- Section 3: Hurricane and Severe Storm Plan (GP-8c, GP-11)
- Section 4: Site-specific Health and Safety Plan (GP-8d, GP-12)
- Section 5: Delivery Method and Sources of Construction Materials (GP-8e)
- Section 6: Personnel, Materials, Subcontractors, Fabricators, Suppliers, and Equipment (GP-8f, SP-7.1)
- Section 7: Shop Drawings, Test Results, and Sample Submittals (GP-8g)
- Section 8: Survey Plan (GP-8h, SP-7.2)
- Section 9: Proposed Changes to Layout of Work (SP-7.3)
- Section 10: Debris Removal Plan (SP-7.4)
- Section 11: Existing Pipeline Plan (SP-7.5)
- Section 12: LPDES Water Sampling and Monitoring Plan (TS-500)
- Section 13: Smart PIG Inline Inspection Plan (TS-500)
- Section 14: Project Schedule (GP-9)

The applicable sections of the Work Plan as agreed upon by the Contractor and the Engineer shall be submitted to the Engineer fourteen (14) days prior to the Pre-Construction Conference as per SP-4. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to Acceptance of the Work Plan. Acceptance of the Work Plan does not relieve the Contractor from submitting updated sections as needed throughout construction.

SP-8 FAILURE TO COMPLETE ON TIME

For each day the Work remains incomplete beyond the Contract Time, as specified in SP-3, or Extension of Contract Time, as specified in GP-44, the sum of One Thousand Five Hundred dollars ($1,500) per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due the Contractor.

SP-9 TRANSPORTATION

The Contractor shall provide a safe and reasonable means of transportation to and from the staging area(s) and Project Site for the Engineer, Construction Manager, Resident Project Representative, and Federal Sponsor. The schedule and pickup location shall be arranged by the Owner with the Contractor prior to Mobilization.

During Mobilization, construction layout, construction, Demobilization, and until Final Inspection and Acceptance, should the Contractor utilize a boat, airboat, quarters barge, or quarters and stay at the project area overnight, then the Contractor shall provide room and board for the Engineer and Resident Project Representative.

The Contractor shall provide the Engineer, Construction Manager, Resident Project Representative, Federal Sponsor, and other representatives from the State and Federal Government daily access to a boat, an airboat, and a track-mounted vehicle or equivalent, as necessary, capable of access to the entire Work area, to properly inspect the various project features during the duration of construction activities. The boat or airboat shall have the following features:

- Four (4) passenger capacity;
- Capable of maintaining 25 knots (29 mph)
- Coast Guard Certified;
- Operable marine radio;
- All safety equipment required by the Coast Guard for the size and type of that boat;

The Contractor shall adhere to the access requirements set forth by U.S Fish and Wildlife Special Use Permit. Airboats are prohibited in Sabine NWR during the time periods specified in the Special Use Permit.

The Contractor shall supply an operator and fuel and shall maintain the boat or airboat. All mechanical malfunctions shall be repaired within twelve (12) hours.

In the event that the Contractor refuses, neglects, or delays compliance with the requirements of this provision, the Owner may obtain and use other necessary boats at the expense of the Contractor. The costs associated with providing the boats shall be included in the Lump Sum price for Bid Item No. 1, “Mobilization and Demobilization (TS-100)”.

SP-10 OFFICE FOR OWNER

The Contractor will not be required to provide an office for the Engineer and Resident Project Representative at the Project Site.

SP-11 LANDOWNER AND PIPELINE OWNER/OPERATOR REQUIREMENTS

11.1 Landowner Requirements

11.1.1 General

The Owner has obtained sufficient temporary landowner easement, servitude, or right-of-way agreements required to perform the Work at the Project Site. Copies of these agreements with landowners (Grantors) are included in the Land Rights Memorandum in Appendix D. The Contractor shall abide by the stipulations set forth by the executed agreements.

The Contractor shall add all Grantors as additional insured. It is also agreed and understood that the Contractor will at all times indemnify and hold harmless all landowners from and against any and all claims, demands, causes of action, judgments, liabilities, and expense of every nature, including attorney's fees, by reason of personal injury, death (including but not limited to injuries to and death of employees of the landowners and the Contractor's employees) or damage to property, (including environmental) which arises out of, results from, or is in any manner related to, directly or indirectly, any operations or acts hereunder, or to the exercise of your rights hereunder, or to your presence upon or use of the landowners' premises above referred to, or to the use or existence of your facilities on such premises. The indemnity provisions of this paragraph shall not apply if any such injury, death, damage, liability claim, or cause of action is caused by the negligence of the landowners, their employees, agents, or representatives.

11.1.2 Landowner Notifications

The Contractor shall notify all Grantors at least fourteen (14) days prior to initiation of access to the said lands for the purpose of work planning, implementing, constructing, operating, modifying, monitoring and maintaining the Project Site, or as otherwise stipulated in the executed agreements. The Contractor shall abide by the stipulations set forth by the respective landowners in the Land Rights Memorandum in Appendix D.

11.2 Pipeline Owner/Operator Requirements

11.2.1 Pipeline Safety

The Contractor shall safely conduct Work operations in such a manner as to adhere to current federal and state of Louisiana Administrative Code, Title 43, Part XI, pipeline safety, damage prevention, incident prevention, and emergency response practices, and not interfere with pipeline operations. The Contractor shall submit a pipeline emergency response plan in the Work Plan which shall include but is not limited to, emergency response protocol and evacuation procedures, 24/7 emergency contacts for all pipeline operators and other emergency contacts (911, USCG, etc.), and any other pertinent emergency response information.

The Contractor shall adhere to the most current publications of "Recommended Best Practices Guide for Safe Dredging near Underwater Gas & Hazardous Liquid Pipelines", developed by the Council for Dredging and Marine Construction Safety,

www.cdmcs.org, and "Working Safely Near Underwater Pipelines", developed by the Coastal and Marine Operators Pipeline Industry Initiative (CAMO) and the Lake Pontchartrain Basin Foundation (LPBF):

https://cdmcs.org/wp-content/uploads/2020/01/CDMCS-PIP-Best-Practices-Guide_Letter-2020.pdf

http://www.camogroup.org/wp-content/uploads/2020/04/Working-Safely-Near-Underwater-Pipelines.pdf

11.2.2 Pipeline Crossings

All equipment shall either remain floating over existing pipelines or shall only traverse over pipelines after the placement of protective measures as required by the pipeline owner/operator, unless specified otherwise. Protective measures shall be capable of supporting equipment and pipeline loads while protecting the existing buried pipelines from damage. Protective measure types/material and dimensions/tolerances shall be coordinated with and approved by the pipeline owner and included in the Work Plan. Protective measures shall be installed a minimum of five (5) days prior to commencement of Work near the respective pipeline. In the event that protective measures are not required by the pipeline owner(s), the Contractor shall provide written documentation from the pipeline owner stating as such in the Work Plan. The Contractor shall remove the protective measures from the Project Area prior to demobilization. Any damages to existing infrastructure shall be returned to pre-project conditions at no additional cost to the Owner. The Owner shall conduct a hold point inspection prior to, and following the completion of, the installation of protective measures for existing pipelines prior to the start of construction activities, including equipment access (see SP-25).

11.2.3 Pipeline Excavation Tolerances

No mechanical excavation, anchors, or spuds, shall be permitted within a tolerance zone of **seventy-five feet (75')** from any existing pipeline, unless specified otherwise in the Contract Documents. No hydraulic dredging, anchors, or spuds, shall be permitted within a tolerance zone **of two hundred fifty feet (250')** from any existing pipeline and a **two hundred fifty foot (250')** radius from any existing wellhead unless specified otherwise in the Contract Documents.

11.2.4 Pipeline Location Markings

The Contractor shall investigate, locate, mark, and protect all pipelines within two hundred fifty feet (250') of all project features. Pipeline location markings as specified in TS-200 shall be installed minimum of five (5) days prior to commencement of Work near pipelines. Pipeline locations markings shall be maintained throughout construction. The Owner shall conduct a hold point inspection at the completion of the marking of all pipelines prior to the start of construction activities, including equipment access (see SP-25).

11.2.5 Pipeline Notifications

The Contractor shall contact Louisiana 811 at 1-800-272-3020 at least five (5) business days prior to any construction activities. Notification of known pipeline owners/operators shall be performed in accordance with the timelines established in the Agreements/(LONOs) specified in SP-11.2.2, but not less than 14 days, prior to commencement of Work near affected pipelines.

11.2.6 Known Pipeline Owners/Operators Contact Information

The following entities are known to have pipelines within the project limits and shall be notified in accordance with SP-11.2.5. If additional pipelines are identified during the Pre-Construction Survey specified in TS-200, the Contractor shall provide contact information for pipeline owner/operators to the Engineer and notify the pipeline owners/operators in accordance with SP-11.2.5.

Targa Resources Operating, LLC
811 Louisiana Street, Suite 2100
Houston, TX 77002
(713) 584-1000

11.3 Utility Requirements

11.3.1 General

Utilities may exist within the Project Site and include, but are not limited to, telecommunications, power poles or lines, water or fire hydrants, water or gas mains and pipelines, sewers, conduits, and other accessories or appurtenances of a similar nature, which are fixed or controlled by a city, public utility company or corporation.

The Owner has NOT acquired written agreements with utilities to perform the Work. The Contractor will be responsible for obtaining all necessary utility Agreements/(LONOs)/Letters of Consent, as required by the utilities, to perform the Work within the utilities right-of-ways. Copies of all Contractor and utility Agreements/(LONOs)/Letters of Consent, shall be submitted to the Owner prior to the commencement of Work near the respective utility. The Contractor shall also provide the Engineer written correspondence for any utility not requiring Agreements/(LONOs)/Letters of Consent.

To identify potential utilities and verify utility locations the Contractor shall provide an independent survey prior to construction as per TS-200. The verification of utility locations, horizontal and vertical positions, will be essential for project safety.

11.3.2 Utility Safety

The Contractor shall safely conduct Work operations in such a manner as to utilize current federal and state utility safety, damage prevention, incident prevention, and emergency response practices, and not interfere with utility operations. The Contractor shall provide written correspondence to the Engineer for any utility provider requiring, or not requiring, utility protective measures, and shall submit a utility emergency response plan in the Work Plan.

The Contractor shall adhere to the most current publication of "Damage Prevention Awareness Brochure" developed by ATMOS Energy, "Contractor Safety" developed by Entergy, and "Best Practices, The Definitive Guide for Underground Safety and Damage Prevention" developed by the Common Ground Alliance for Work near underground utilities and facilities:

https://www.atmosenergy.com/safety/call-811-excavating

https://www.entergy.com/safety/contractor/

https://commongroundalliance.com/Publications-Media/Best-Practices-Guide

11.3.3 Utility Excavation Tolerances

No mechanical excavation, anchors, or spuds, shall be permitted within a tolerance zone of **twenty-five feet (25')** of any existing utility, unless specified otherwise in the Contract Documents, or permitted by the utility provider in writing. No mechanical excavation, anchors, or spuds, shall be permitted within **two hundred fifty feet (250')** of any existing utility, unless specified otherwise in the Contract Documents, or permitted by the utility provider in writing.

11.3.4 Utility Location Markings

The Contractor shall investigate, locate, mark, and protect all existing utilities, facilities, structures, and services on, above, or below the surface of the area where equipment and construction activities will be performed. All utility locations shall be marked as specified in TS-200 and any protective measures required in the Agreement(s)/LONO's installed minimum of five (5) days prior to commencement of Work near utilities. The Owner shall conduct a hold point inspection at the completion of the marking of all utilities prior to the start of construction activities, including equipment access (see SP-25).

11.3.5 Utility Notifications

The Contractor shall contact Louisiana 811 at 1-800-272-3020 at least five (5) business days prior to any construction activities. Notification of utility owner(s)/operators shall be performed in accordance with the timeline(s) established in the Agreement(s)/(LONO's) specified in SP-11.3.1, but not less than fourteen (14) days, prior to commencement of Work near affected utilities.

If additional utilities are identified during the Pre-Construction Survey and/or stakeout as specified in TS-200, the Contractor shall provide contact information for utilities owner/operators to the Engineer and notify the utility owner operators in accordance with SP-11.3.5.

SP-12 OYSTER LEASE AND SEED GROUND RESTRICTIONS

There are no known oyster leases within the Project Site. There are known oyster seed grounds in the vicinity of the Project Site and along the access route. The access route partially includes the Calcasieu Lake Public Oyster Seed Area. The Contractor shall make every effort to minimize prop washing along the access route within Calcasieu Lake.

If any impacts to the Calcasieu Lake Public Oyster Seed Area are documented to have occurred outside of the permitted footprint authorized under this permit, the following three (3) conditions shall apply:

1. Contractor shall be liable for, and shall compensate the state for, any impacts to the oyster seed grounds caused by Contractor during any work done under this permit.

2. Compensation for impacts to the public oyster seed grounds shall be in the form of the planting of cultch material (i.e. crushed concrete, limestone, oyster shell, etc.) at the rate of one (1) cubic yard per acre of impacted area for barren, non-supportive areas of the seed grounds, fifty (50) cubic yards per acre of impacted area for supportive areas, and 187 cubic yards per acre of impacted area for reef areas plus the value of any living oyster resources destroyed. The Contractor shall bear the expense of acquisition and deposition of cultch. The cultch shall be deposited by the Contractor under the direct supervision of LDWF, and shall be deposited at a time, place, and in a manner prescribed by the Department. In lieu of planting cultch material, the Contractor may make payment directly to the Oyster Resource Management Account.

3. A post-project bottom contour and side-scan survey may be required, covering the permitted project area or any other area outside the project footprint suspected of being directly impacted by permitted activities. The results of these surveys shall be made available to the Department within fourteen (14) days of completion, if required.

SP-13 THREATENED AND ENDANGERED SPECIES

During in-water work in areas that potentially support manatees, all personnel associated with the project shall be instructed and aware of the potential presence of manatees, manatee speed zones, and the need to avoid collisions with, and injury to, manatee. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. Additionally, personnel shall be instructed not to attempt to feed or otherwise interact with the animal, although passively taking pictures or video would be acceptable.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). We recommend the following to minimize potential impacts to manatees in areas of their potential presence:

13.1 All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).

13.2 If a manatee(s) is sighted in or near the project area, all vessels associated with the project should operate at “no wake/idle” speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels should follow routes of deep water whenever possible.

13.3 If used, siltation or turbidity barriers should be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.

13.4 Temporary signs concerning manatees should be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities should display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8½ " X 11" reading language similar to the following: "CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSTRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT". A second temporary sign measuring 8½ " X 11" should be posted at a location prominently visible to all personnel engaged in water-related activities and should read language similar to the following: "CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION".

13.5 Collisions with, injury to, or sightings of manatees should be immediately reported to the U.S. Fish and Wildlife Service's, Louisiana Ecological Services Office (337-291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225-765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

The Contractor shall also abide by the National Oceanic and Atmospheric Administration (NOAA) Fisheries Southeast Regional Office Protected Species Construction Conditions and the Measures for Reducing Entrapment Risk to Protected Species. These documents can be found in Appendix K.

SP-14 NOTIFICATION OF DISCOVERY OF HISTORICAL OR CULTURAL SITES

If during construction activities the Contractor observes items that may have prehistoric, historical, archeological, or cultural value, the Contractor shall immediately cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources. Such observations shall be reported immediately to the Owner and Engineer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special dispositions of the finds should be made. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the Owner and Engineer so the appropriate State of Louisiana authorities can be notified. The Contractor shall not resume work at the site in question until State authorities have rendered judgment concerning the artifacts of interest.

SP-15 NAVIGATION

Navigable waterways shall not be impaired except as allowed by applicable laws or regulations. Dredging of access channels shall not be permitted unless otherwise specified in the Contract Documents. It is the responsibility of the Contractor to select equipment that can navigate from a maintained navigation channel to the Project Site without deepening or widening existing water bottoms unless otherwise specified in the Contact Documents. All equipment shall remain floating at all times during transit to the Project Site. The Contractor shall obtain NOAA Nautical Charts and/or other charts to become familiar with the water bottom depths in the vicinity of the Project Site.

SP-16 VESSEL-SHORE TRANSFERS

For shore-to-vessel and vessel-to-shore transfers of personnel and supplies, the Contractor may utilize any commercial, public, or private facility for shallow draft vessels. It is the responsibility of the Contractor to obtain the required permission from the facility owner and to pay any costs associated with the use of the sites. The Contractor shall be responsible for any damages caused by the use of any site for landing and transfers, and shall maintain navigation through all navigation channels and boat ramps. The Contractor shall use any landing site, transfer area, or staging area at their own risk. For informational purposes, the Contractor will be required to inform the Engineer of the site that the Contractor will be using for vessel-shore transfers. Temporary docks and landing facilities may be used. Details on these features should be included in the Work Plan for review by the Engineer.

SP-17 NOTICE TO MARINERS

The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard (USCG) at least thirty (30) days prior to mobilization and provide all necessary information regarding the layout and schedule for the entire operation. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least seven (7) days prior to the commencement of this operation. The USCG shall publish this information in the local notice to mariners. A copy of the original notice and all updates shall be provided to the Engineer.

SP-18 PROTECTION OF WORK

The Project Site may be subject to water inundation during construction. It will be the responsibility of the Contractor to protect his/her Work and Equipment from damages due to inflows, rises in surrounding bodies of water, and ground water. The Owner shall not be held liable or responsible for delays or damages to the Contractor's Work or Equipment resulting from inflows of surface or ground water or other conditions.

The Project Site is within close proximity to residential property, camps, recreational areas, and areas of public congregation. The Contractor shall protect the job site from public access at all times. Temporary fencing and cautionary signage shall be used by the Contractor, if necessary, to exclude the public from Work areas and storage areas.

SP-19 WORK BY OTHERS

The Owner or other project stakeholders may perform other Work related to the Project Site independent of this Contract, or it may let other contracts that may contain similar provisions, components, or work that is similar to those included in these Contract Documents. The Contractor will afford other contractors who are parties to such contracts reasonable opportunity for the mobilization, delivery, and storage of Materials and Equipment, and the execution of the work in their contract. Additionally, the Contractor shall properly communicate and coordinate the Work of these Contract Documents with the work of other contractors. Should work by others entail relocation of Materials and/or Equipment that is not part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible.

SP-20 FINAL CLEAN-UP

Final clean-up shall include the removal of the Contractor's plant, all equipment, and materials either for disposal or reuse. The Contractor shall remove all non-perishable debris, trash, and garbage from the Project Site prior to Acceptance. Unless otherwise approved in writing by the Engineer, the Contractor is not permitted to abandon pipelines, cables, pipeline supports, pontoons, or other equipment or materials in the disposal area, pipeline access areas, water areas, underwater, or in any harbors, canals, passes, or inlets, or other areas adjacent to the Work site. Any construction stakes or other markers placed by the Contractor shall be fully removed as a part of the final clean-up.

Aerial Photography shall be obtained to illustrate pre-construction conditions, verify the progress of Work, and for Acceptance. Prior to commencing construction, monthly thereafter, and upon completion of all construction activities, low-elevation color, digital, oblique aerial photography shall be acquired and submitted that shows the progress of the Work. The photography shall obtain a project view(s) of the entire Project Site, with best efforts to repeat at the same locations, altitude and viewpoints. Best efforts shall also be made to acquire imagery during good weather for adequate lighting. Submittals shall include high-resolution aerial photograph(s) in digital (TIF or JPG) format.

The Contractor shall provide notice to the Engineer and name/contact information for aerial photography subcontractor a minimum of one (1) week prior to execution of aerial photography.

There will be no direct payment for providing the Aerial Photography as described herein. Payment for Aerial Photography shall be included in the Lump Sum price for Bid Item No. 1, "Mobilization and Demobilization (TS-100)". Unrestricted rights to use of the photos shall be conveyed to the Owner.

SP-21 COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change to the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a et seq). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

SP-22 MISPLACED MATERIAL AND EQUIPMENT

The Project Site is within close proximity to residential property, camps, recreational areas, oil/gas infrastructure, and areas of public congregation. The Access Route and Staging Area are within Sabine NWR, which is frequented by the public. The Contractor should at all times be aware of the location and/or position of Equipment and Materials. Should the Contractor, during the progress of the Work misplace any Equipment, or Materials outside of what is

authorized and permitted without the approval of the Owner or Engineer, the Contractor shall immediately cease the associated construction activities and give immediate notice, with description and location of such misplaced Materials to the Owner and Engineer. Following coordination with the Engineer, the Contractor shall immediately recover and remove the misplaced Material at his/her own expense. Additionally, the Contractor will be responsible for restoring unauthorized placement areas to pre-construction conditions at his/her own expense.

In the event of refusal, neglect, or delay in compliance with the above requirements, such misplaced Materials may be removed by the Owner, and the cost of such removal may be deducted from any money due or to become due to the Contractor or may be recovered under his/her bond. The Engineer will not allow the associated construction activities to resume within the impacted area until these provisions have been met. Additionally, the Owner shall not be responsible for downtime, field office overhead, or any other costs to the Contractor associated with stoppage of the Work.

SP-23 ADJUSTMENT OF QUANTITIES AND UNIT PRICE

Where the quantity of work with respect to any item is covered by a unit price, such quantities are estimates to be used when comparing bids and the right is reserved by the Owner to increase/decrease such quantities without adjustment to the unit price as may be necessary to complete the Work and remain within the funding limits.

Deviations in unit price from the initial contract are allowable and may be considered by the Owner when computing negotiated change order costs. When a unit price change order is required, it shall be submitted to the Owner within thirty (30) days from the date of discovery of the work to be performed by the change order

SP-24 SEQUENCE OF THE WORK

The Contractor shall consider the following guidance on the sequence of Work when developing the Work Plan and initial progress schedule:

24.1 Commencement of mobilization shall not begin until the Contractor has initiated coordination with the USCG and deployed required USCG aids to navigation, and Equipment Access Corridor and Pre-Construction Surveys (including stake-outs) have been Accepted by the Engineer.

24.2 Timber mats shall not be placed until the Pre-Construction Surveys for each respective staging area (including stake-outs) have been Accepted by the Engineer.

Additionally, the Contractor shall not begin construction of any Work item prior to the Acceptance of the associated section(s) of the Work Plan.

SP-25 HOLD POINT INSPECTIONS

The Contractor shall observe construction “hold points” in order to permit the Owner or the Owner’s representative to inspect the Work of key construction elements. The scope of each hold point inspection shall be discussed with the Contractor prior to inspection. Hold point inspections shall include the following:

25.1 Completion of marking all pipelines, utilities, and other existing infrastructures (refer to SP-11);

25.2 Prior to, and following the completion of, installation of any protective measure for existing pipelines, utilities, and other existing infrastructures (refer to SP-11);

25.3 Prior to installation of timber mats to document pre-construction conditions (refer to TS-100);

25.4 Prior to equipment mobilization to document pre-construction conditions of the staging areas (refer to TS-100).

SP-26 AS-BUILT DRAWINGS CLARIFICATION

26.1 GP-54 As-Built Drawings is not applicable to this project.

END OF PART II - SPECIAL PROVISIONS

PART III TECHNICAL SPECIFICATIONS

TS-100 MOBILIZATION AND DEMOBILIZATION

100.1 Scope: The Contractor shall furnish all labor and Equipment necessary to mobilize a Smart Pipeline Inspection Gauge (Smart PIG) and associated Equipment, as well as furnish all labor and Equipment necessary to move personnel, Equipment, construction materials, and incidentals necessary to perform the Work to and from the Project Site. This work shall include, but is not limited to, establishing offices, buildings, and other facilities necessary for the Work. As part of this Bid Item, the Contractor shall obtain bonds, required insurance, and include any other Pre-Construction expenses necessary to perform the Work. This Bid Item shall exclude the cost of other construction materials explicitly listed on the Bid Form.

100.2 Arbitrary Mobilization and Demobilization by Contractor: The Owner shall pay for only one (1) Mobilization and Demobilization effort. Should the Contractor demobilize and/or remobilize prior to completing the Work, it shall be performed at no additional expense to the Owner.

100.3 Smart Pipeline Inspection Gauge (Smart PIG): The Contractor shall utilize a Smart PIG to perform the Work within the Contract Time. The vessels utilized to mobilize the Smart PIG and associated equipment shall have sufficient draft to access the Project Site without excavating water bottoms (unless otherwise specified on the Plans or in these Specifications) or causing damage to existing infrastructure. All Equipment shall remain in satisfactory working condition and be subject to inspection by the Engineer or Resident Project Representative throughout the duration of the Work. All Equipment shall be able to withstand difficult wave and weather conditions in southwest Louisiana and the Contractor shall provide an Equipment protection plan in the Work Plan as a part of the Hurricane and Severe Storm Plan (GP-11) addressing procedures for stage fluctuations and adverse weather conditions.

100.4 Equipment: All Equipment shall be in satisfactory operating condition, capable of efficiently performing the Work as set forth on the Plans and in these Specifications and shall be subject to inspection by the Engineer or Resident Project Representative at all times. The Contractor shall not traverse across any pipeline with any equipment prior to obtaining any necessary Agreements/LONOs/Letters of Consent. All equipment shall either remain floating over existing pipelines or shall only traverse over pipelines after the placement of protective measures as required by the pipeline owner/operator (refer to SP-11).

100.4.1 Equipment Access and Equipment Staging Area(s): Equipment access to the project site shall be through navigable waterways and shall not impact existing water bottoms or wetlands unless otherwise noted. Equipment access within the Project Site shall be through the permitted Equipment Access Corridors as shown on the Plans. Any additional proposed routes for equipment access and any proposed equipment staging areas shall be provided in the Work Plan for approval by the Engineer. The Contactor shall be responsible for acquiring the appropriate permits and access agreements for all proposed routes outside of the permitted area and equipment staging areas. The Contactor shall provide a copy of the permit and/or access agreement to the Owner prior to Mobilization. The Contractor shall not mobilize any equipment prior to finalizing an access agreement with the Owner.

100.4.1.1 Timber Matting: All equipment operating within marsh or vegetated wetland

areas shall utilize timber mats to prevent damage to existing vegetation. Equipment shall not operate directly on marsh surfaces without matting unless approved by the Engineer. Details of the timber matting as well as proposed methods for restoring the locations to pre-project conditions following removal shall be included in the Work Plan. The Owner shall conduct a hold point field inspection prior to the installation of timber mats to document the pre-construction conditions (see SP-25).

100.4.1.2 Restorative Planting: The Engineer shall determine if Restorative Planting of the staging areas is required upon Demobilization. Restorative Planting shall be required if significant vegetation loss or disturbance is observed in marsh or vegetated wetlands. Post-construction aerial photography will be compared to pre-construction aerial photography and be used as the basis for requirement of Restorative Planning. Restorative Planting shall be performed at no additional cost to the Owner if required by the Engineer.

100.4.1.3 Equipment Access from LA Hwy 27: Contractor shall obtain a DOTD Project Permit if access or staging of equipment is proposed in the right-of-way of LA Highway 27. The contractor shall be required to adhere to all DOTD Project Permit requirements, including temporary traffic control, at no additional cost to the Owner.

100.4.2 Impacts to Wetlands and Water Bottoms: Travel across existing marsh or vegetated wetlands outside of the designated staging areas will not be allowed. Any impacts to wetlands or water bottoms other than what is permitted shall be returned to pre-construction conditions prior to demobilization at no additional cost to the Owner.

100.4.3 Equipment Data Sheets: The Equipment Data Sheet in Appendix F shall be submitted in the Work Plan for all heavy Equipment proposed to perform the Work. The Data Sheets shall serve as certification that the Equipment is under the control of the Contractor and is capable of performing the Work. The Contractor may omit information deemed proprietary from the Data Sheets. The Data Sheets shall be updated and submitted to the Engineer prior to mobilizing different Equipment throughout construction.

100.5 Potential Debris Removal: Debris removal may be required within the staging areas. In accordance with GP-2 and SP-2.2, the Contractor shall visit the site to evaluate the extent of debris removal and its effect on cost, progress, or completion of the Work. Debris shall be disposed of in an approved off-site facility. A debris removal plan detailing methods and equipment for debris removal and the proposed disposal facility shall be submitted in the Work Plan.

100.6 Aerial Photography: The contractor shall obtain Aerial Photography to illustrate pre-construction conditions, verify the progress of Work, and for Acceptance as described in SP-20. Prior to commencing construction, monthly thereafter, and upon completion of all construction activities, low-elevation color, digital, oblique aerial photography shall be acquired and submitted that shows the progress of the Work. The photography shall obtain a project view(s) of the entire Project Site, with best efforts to repeat at the same locations, altitude and viewpoints. Best efforts shall also be made to acquire imagery during good weather for adequate lighting. Submittals shall include high-resolution aerial photograph(s) in digital (TIF or JPG) format. The Contractor shall provide notice to the Engineer and name/contact information for aerial photography subcontractor a minimum of one (1) week prior to the execution of aerial photography.

100.7 Ratio of Effort: Ten percent (10%) of the mobilization/demobilization lump sum price will be paid to the Contractor upon Acceptance of the applicable sections of the Work Plan (as per SP-7 and SP-4.1.1.1) and the start of the Surveys. Sixty-five percent (65%) will be paid to the Contractor upon the mobilization of Smart PIG and associated equipment. The remaining twenty-five percent (25%) will be paid to the Contractor upon final Acceptance of the Work and confirmation of the removal of all equipment and unused materials.

100.8 Justification of Costs: If the Engineer determines that the unit price for this bid item does not bear a reasonable relation to the amount of Work, the Contractor shall be required to justify the unit price in the Application for Payment using cost data. Failure to justify such price to the satisfaction of the Engineer may result in payment of actual Mobilization and Demobilization costs, as determined by the Engineer, at the completion of Mobilization and Demobilization, respectively. Payment of the remainder of this item will be made in the final payment under this contract. The determination by the Engineer is not subject to appeal.

100.9 Measurement and Payment: Payment for Mobilization and Demobilization shall be made at the Contract Lump Sum price for Bid Item No. 1, "Mobilization and Demobilization (TS-100)". Partial payments for Mobilization and Demobilization will be made in accordance with TS-100.7. Payment of any remaining amount will be made upon completion and Acceptance of all Work under the Contract. Payment shall constitute full compensation for moving personnel, Equipment, supplies, and incidentals to and from the job site and establishing offices, buildings, and other facilities for the Work, debris removal, aerial photography, obtaining bonds, insurance, permit application fees, and any other associated expenses.

TS-150 AIDS TO NAVIGATION

150.1 General Description: The Contractor shall provide, install, maintain, and remove aids to navigation as specified herein at no additional expense to the Owner. The Contractor shall contact the Eighth Coastal Region District of the United States Coast Guard (USCG) and determine the type and location of aids to navigation that are required to be installed or removed in order to safely perform the Work no later than ninety (90) days prior to installation of any fixed structures in navigable waters and/or prior to installation of any floating private aids to navigation. The types of aids to navigation may include, but is not limited to, warning signs, buoys, pontoons, beacons, and/or lights.

Any damages to existing USCG or private navigation aids caused by the Contractor shall be repaired by the Contractor to USCG standards at no expense to the Owner.

150.2 Permit: The Contractor shall submit a permit application and obtain a permit from the USCG prior to installation or removal of any aids to navigation. The permit application shall include the type, position, color, and dates for installation or removal of all aids to navigation. New aids to navigation shall not be installed in a manner which conflicts with existing aids to navigation. The Contractor shall not otherwise remove, modify, obstruct, willfully damage, make fast to or interfere with any existing aids to navigation. The Contractor shall provide a copy of the permit and permit application to the Engineer at least seven (7) days prior to Mobilization.

Temporary Warning Signs: The Contractor shall furnish all of the materials, labor and equipment necessary to construct and install the Temporary Warning Signs in accordance with the Plans and these Specifications. The Temporary Warning Signs shall conform to Title 33, Chapter 1 of the Code of Federal Regulations which requires signage, lighted buoys, or a combination of both aids to be installed near hazards to navigation. The USCG may require that the Contractor provide the coordinates of the Temporary Warning Signs after they are installed.

The Contractor shall notify the USCG in accordance with subparagraph "Notice to Mariners" as described in SP-18. The notification shall contain maps, latitude/longitude coordinates, and descriptions of lighted aids for inclusion in the Notice to Mariners.

150.3 Operation and Maintenance: The Contractor shall operate and maintain all aids to navigation, piles, chains, anchors, buoys, and lighting. Should the Contractor's aids to navigation be displaced from their positioned locations, or otherwise fail to function as required, the Contractor shall reposition/repair the aids within twenty-four (24) hours. If any of the buoys are not maintained in the proper location or condition, the Contractor shall cease operations until the buoys are maintained, replaced, or repositioned.

150.4 Lighting and Markings: Equipment in the area shall be marked in accordance with USCG Navigation Rules. The lights must have a one-mile nominal range and should be set every half-mile.

150.5 Removal: The Contractor shall remove all aids to navigation, piles, chains, anchors and buoys installed for the project completion of the Work.

150.6 Measurement and Payment: No direct payment will be made for this item. The Contractor shall include all costs for Aids to Navigation in the Lump Sum price for Bid Item No. 1 "Mobilization and Demobilization (TS-100)".

TS-200 SURVEYS

200.1 Scope: The contractor shall establish horizontal and vertical control by using the CPRA monuments provided in Appendix G. The contractor shall perform a Pre-Construction Survey, which will consist of staking out the Eastern and Western staging areas.

200.2 Notifications to the Engineer: The Contractor shall notify the Engineer a minimum of two (2) working days prior to performing survey work. The Owner may stop the associated portions of the Work if the notifications are not made. The Contractor shall not submit a Claim for this type of Work stoppage.

200.3 Reference and Control: Survey data shall reference the North American Datum of 1983

(NAD 83), Louisiana South Zone (1702), U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), U. S. Survey Feet Geoid 12B-Epoch 2010.00. Horizontal and vertical control shall be established by using the CPRA monuments provided in Appendix G.

200.3.1 Temporary Benchmarks (TBMs): Temporary Benchmarks (TBMs) shall be installed as deemed necessary by the Contractor to perform survey work. Proposed TBMs shall be included in the Work Plan. Horizontal and vertical coordinates shall be determined for all TBMs installed. The Contractor shall maintain the TBMs for the duration of the Work. In the event that a single TBM is disturbed and/or destroyed, the TBM may be reinstalled by approved personnel at the expense of the Contractor. If multiple TBMs are destroyed, the Engineer may require the TBMs to be reinstalled by a Professional Surveyor licensed in the State of Louisiana.

200.4 Method: Surveys shall follow CPRA's *Contractor's Guide to the Standard Practice – Surveying (http://coastal.la.gov/engineering-and-design-standards/)* and utilize conventional Real-Time Kinematic (RTK) surveying methods or an appropriate Global Navigation Satellite System (GNSS) or Global Positioning System (GPS) Real Time Network such as the Gulfnet Virtual Real-Time Network (VRS).

200.5 Survey Equipment: The Contractor shall utilize appropriate equipment to survey the Work as described in the following subsections. Proposed equipment shall be included in the Work Plan.

200.5.1 Survey Stakes: Survey stakes utilized for topographic survey stakeout shall consist of forty-eight inch (48") long survey laths and be composed of #1 grade pine wood or approved equal.

200.6 Pre-Construction Survey: The Pre-Construction Survey shall be performed after the Pre-Construction Conference and Acceptance of the Survey Plan (SP-7.2), unless otherwise stated in these Specifications. The Pre-Construction Survey shall consist of staking out the Eastern and Western work areas. This survey shall be used to verify the existing conditions at the Project Site, modify the layout of the Work as deemed necessary by the Engineer, and lay out and stake out the Work.

200.7 Original Construction As-Built Survey: The As-Built Survey from the original construction of the permanent pipeline is provided in Appendix H.

200.8 Design Survey: The Design Survey is available upon request from the Engineer.

200.9 Deliverables: There are no Deliverables for TS-200.

200.10 Acceptance: There is no Acceptance for TS-200.

200.11 Measurement and Payment: No direct payment will be made for TS-200. The Contractor shall include all costs for Survey in the Lump Sum price for Bid Item No. 1 "Mobilization and Demobilization (TS-100)".

TS-500 SMART PIPELINE INSPECTION GAUGE (SMART PIG) INLINE INSPECTION

500.1 Scope: The Contractor shall furnish all of the Material, labor and Equipment necessary to

perform in-line inspection of the permanent pipeline using a Smart Pipeline Inspection Gauge (Smart PIG). The inline inspection shall be in accordance with these Specifications and in conformity to the Plans, or otherwise modified by the Engineer. Sequencing this item shall be included in the Work Plan. The Contractor shall not begin inline inspection prior to Acceptance of applicable sections of the Work Plan (SP-7). A Smart PIG In-Line Inspection Report shall be submitted upon completion of the Smart PIG inspection.

500.2 Certification: The Contractor shall possess and maintain through the duration of the work, a current certificate of registration from the American Petroleum Institute (API) for conformance with API Specification Q1 for the provision of in-line inspection (ILI) services related to API 1163 for the Oil and Gas Industry; design and manufacture of in-line inspection equipment and provision of data analysis services for oil and gas industry pipelines. A copy of this certificate shall be presented to the CPRA upon notification of contract award.

500.3 Permanent Pipeline Information:

500.3.1 Horizontal and Vertical Alignment (See Appendix H):

Begin STA 0+00 (East Riser with Blind Flange)

X= 2,643,088.57

Y=536956.02

End STA 187+05.60 (West Riser with Blind Flange)

X=2,624,740.03

Y=538,276.39

500.3.2 Existing Pipeline Specifications (See Appendix H):

Pipeline Material: API 5L Grade X60 Carbon Steel, minimum

Inside Diameter: 29”

Outside Diameter: ± 30”

Wall Thickness: 1/2” to 5/8”

Max. Bend Angle: 45 Deg. From horizontal axis

Operating Pressure: 740 psig

NOTE: Launch/Receiver Platforms are not part of the existing pipeline assembly and are required to be provided by the Contractor.

500.3.3 Characteristics of Prior Pipeline Usage: In 2014, dredged sediment slurry from the Calcasieu Ship Channel was pumped through the permanent pipeline to build marsh. Per the project completion report, upon cessation of pumping operations, the pipeline was flushed with water from the Calcasieu Ship Channel as previously referenced and cleaned with a cleaning pig. The pipeline was then sealed full of water upon replacement of the blind flange covers and has remained sealed and out of service since.

500.4 Pipeline Corridor: The pipeline corridor consists of a 150 ft easement through tidal marsh and small bodies of water. The corridor can be accessed from Calcasieu Lake on the East, Hwy 27, Alladin Road, and Maggie Hebert Road. The Contractor's plan for access should avoid impacts to existing marsh.

500.5 Contractor Responsibilities and Requirements for Pipeline Inspection:

500.5.1 Contractor will provide mobilization to and from pipeline.

500.5.2 Incorporate the use of the blind flange and booster pump locations shown in plans into inspection plan as required to perform the work.

500.5.3 It will be the Contractor's responsibility to determine the means and methods for satisfactorily completing the work including but not limited to preparing the pipeline for inspection, for launching, retrieving and receiving inspection and other equipment, as well as securing the pipeline and restoring/securing the pipeline and pipeline corridor/right-of way upon completion of the work.

500.5.4 Securing any permits required for the procurement, transport, storage, use, capture and/or disposal of liquids/mediums used in the flushing of the pipeline, propelling equipment through the pipeline or for any other purposes as part of the work will be the responsibility of the Contractor. Copies of permits obtained by the Contractor in conjunction with this work shall be furnished to CPRA upon request.

500.5.5 As-built plans will be provided by CPRA for the pipeline alignment. (See Appendix H)

500.5.6 Land access to the pipeline will the use of amphibious equipment capable of traversing small bodies of water and navigating through wet areas (similar to Marsh Master or other equivalent).

500.5.7 As water levels fluctuate with the tides in this area, water access to the East and West Blind Flanges may require the use of shallow draft vessels for transporting equipment and personnel. It is the Contractor's responsibility to visit the site to assess site conditions and to plan the work accordingly prior to submitting a cost proposal/bid.

500.5.8 Contractor shall exercise care in performing this task and shall deploy protective measures as necessary to minimize damage, ruts, etc. to the existing terrain within the pipeline corridor/right-of-way. At the completion of the work, all equipment, materials, etc. used in conjunction with the work shall be removed from the pipeline corridor/right-of-way. Damages to the pipeline corridor/right-of-way and staging areas resulting from the prosecution of the work shall be restored to the satisfaction of the CPRA Project Manager at the Contractor's expense.

500.5.9 Contractor shall also provide protection for the pavement on LA Hwy 27 should equipment cross over the roadway from one side of the corridor to the other (i.e., used rubber tires, plywood, timber mats, etc.). Any damage to the roadway surface shall be repaired at the contractor's expense.

500.5.10 Contractor shall not impede local traffic along LA Hwy 27 when loading/offloading equipment for access into the pipeline corridor. An ATTSA (American Traffic Safety Services Association) certified flagman shall be provided to ensure traffic safety when performing this task. The names and current ATTSA certification credentials of personnel assigned to this task are to be presented to the contracting agency upon request.

500.5.11 The Contractor shall possess and maintain through the duration of the work, a current certificate of registration from the American Petroleum Institute (API) for conformance with API Specification Q1 for the provision of in-line inspection (ILI) services related to API 1163 for the Oil and Gas Industry; design and manufacture of in-line inspection equipment and provision of data analysis services for oil and gas industry pipelines. A copy of this certificate shall be presented to the CPRA upon notification of contract award.

500.6 Water Quality Monitoring and Sampling: The Contractor shall perform water quality monitoring and sampling in accordance with LPDES General Permit obtained by CPRA and adhere to all permit requirements. (See Appendix E).

500.6.1 Notification: The Contractor shall contact LDEQ Southwest Regional Office and USFWS Louisiana Ecological Services Field Office by telephone a minimum of 24 hours prior to commencement of discharge of water from permanent pipeline or inline inspection activities.

LDEQ Southwest Regional Office	**USFWS Louisiana Ecological Services Field Office**
1301 Gladwell Street	200 Dulles Drive
Lake Charles, LA 70615	Lafayette, LA 70506
Phone: (337) 491-2667	Phone: (337) 291-3100

500.6.2 Sampling: The contractor shall conduct grab sampling in accordance with LPDES General Permit Schedule H.

500.6.2.1 Frequency: Grab samples shall be collected per discharge event. A grab sample of the water contained in the permanent pipeline shall be collected immediately upon loosening blind flanges. Additional grab samples shall be collected throughout the inline inspection, per discharge event.

500.6.2.2 Baseline Sample: A grab sample shall be collected from each work area of the permanent pipeline. The Eastern work area grab sample shall be collected from the Calcasieu River Ship Channel. The Western work area grab sample shall be collected from the canal nearest the Western blind flange.

500.6.2.3 Sampling Method and Collection: Sampling Method and Collection shall be in accordance with the LPDES General Permit and Standard Conditions for LPDES Permits.

500.6.2.4 Record Contents: The date, exact location, and time of sampling shall be recorded for each grab sample. The individual(s) who performed the sampling shall be recorded.

500.6.3 Laboratory Analysis: Laboratory Analysis shall be in accordance with the LPDES General Permit and Standard Conditions for LPDES Permits.

500.6.3.1 Constituents for Analysis: Grab samples shall be analyzed in laboratory for TSS, pH, Oil and Grease.

500.6.3.2 Record Contents: The date(s) analyses were performed, time(s) analyses were begun, individual(s) who performed the analyses, analytical techniques or methods used, and the results of such analyses shall be recorded.

500.6.3.3 Reports: Laboratory Analysis reports shall be prepared in accordance with LPDES General Permit and Standard Conditions for LPDES Permits. Reports shall be provided to the Engineer upon completion of inline inspection.

500.6.4 Monitoring: The contractor shall monitor the discharge during inline inspection, implement best management practices to prevent spills or accidental releases, and notify proper entities in the event of a spill or accidental release.

500.6.4.1 Spills or Accidental Releases: In the event of a spill or accidental release, the Contractor shall notify the proper entities in accordance with the LPDES General Permit and Standard Conditions for LPDES Permits.

500.6.5 Other Discharges: The LPDES General Permit obtained by CPRA does not authorize any other discharges.

500.7 Contractor's Inspection Plan Submittal: A minimum of 14 days prior to the pre-construction conference, the Contractor shall prepare and submit for review an inspection plan summarizing the inspection procedure. This plan shall include the following:

500.7.1 A proposed schedule for inspection activities.

500.7.2 Details, specifications, data sheets, etc. for the equipment to be used for detection of pipeline deformation and metal loss.

500.7.3 Details and sketches for proposed staging areas, proposed routes for transporting and recovering equipment, pipeline access points which may be required outside the current flanged locations, and for access to the work sites. Measures to minimize impact on the marsh, corridor/right-of-way, staging areas, and surrounding areas must be considered when developing these details and sketches.

500.7.4 Summary of proposed methods, materials, equipment, etc. for preparing the pipeline for the inspection including, removal of flanges and hardware, replacement parts if needed, and flushing or any cleaning operations needed.

500.7.5 Summary of proposed methods, materials, equipment, etc. for launching and propelling inspection equipment through the pipeline including plans for the capture and disposal of pipeline flushing medium and inspection equipment propellants if applicable.

500.7.6 A description of the methodology and coordinate system to be used for tracking, measurement and documentation of horizontal distances along the pipeline for identifying locations of interior pipeline features (girth welds, flanges, etc.) and findings.

500.7.7 A contingency plan for dealing with the possibility of lodging an inspection tool in the pipeline. This plan should include a description of the lines of communication for reporting such an event to CPRA and of operational actions that could be employed to dislodge the tool and if necessary, removal by cutout. This plan should also discuss the criteria/method for determining whether the failure of the run is due to a failure of the tool or as a result of the condition of the line and under what conditions a re-run would be necessary if possible.

500.7.8 Summary of proposed methods, frequencies, and procedures for discharge water quality sampling.

500.8 Equipment and Pipeline Inspection Criteria: Perform pipeline deformation testing and metal loss testing to confirm the permanent pipeline meets the minimum wall thickness of 3/16 inch. The Contractor will verify thickness and condition of pipe using high resolution geometry inspection deformation technology and metal loss inspection technology as provided by T.D. Williamson or approved equal. Testing shall adhere to the following:

500.8.1 Deformation Testing Equipment Specifications:

Sensor Type: Low mass, direct measuring arms
Sampling Frequency: Up to 750 samples per second
Accuracy Absolute Bore, 80% of the time: +/-1% of pipe nominal OD
Operating Pressure Range: 200 to 2000 psi
Maximum Tool Speed: 15 ft./s
Minimum Bend Radius: 1.5D
In Line Temperature Range: 14 to 131 °F

500.8.2 Metal Loss Testing Equipment Specifications:

Magnetic Sensor Type: Radiometric linear hall effect
ID/OD Sensor Type: Discrete proximity sensor
Sampling Frequency: Up to 750 samples per second
Magnetization Direction: Longitudinal
Maximum Wall Thickness: 0.812 in.
Operating Pressure Range: 200 to 2000 psi
Maximum Tool Speed: 10 ft./s
Minimum Bend Radius: 1.5D
In Line Temperature Range: 14 to 131 °F

500.8.3 Horizontal and Vertical Position Tracking: Data collection by inspection tools shall also include documentation of the pipeline route and profile in three dimensions (northing, easting and elevation) as well as estimations/calculations of radius of pipeline bends. Presentation of this data shall note the location (horizontal and vertical offset) of this data with respect to the pipeline centerline.

500.8.4 All survey points are to be identified by the North American Datum of 1983 (NAD 83), Louisiana South Zone (1702), U. S. Survey Feet, and the North American Vertical Datum of 1988 (NAVD 88), U. S. Survey Feet Geoid 12B-Epoch 2010.00. The field surveying shall be accomplished utilizing conventional RTK surveying methods or an appropriate GNSS or GPS Real Time Network such as Gulfnet Virtual Real-time Network (VRS). The data shall be reported in feet to two decimal places. The Contracting Party, if performing RTK, shall utilize monument TT 147 which is part of the Louisiana Coastal Zone (LCZ) Secondary GPS Network. The data sheet for this monuments can be found in Appendix G. Surveying services shall be performed under the supervision of a Professional Land Surveyor licensed by the State of Louisiana. The Contracting Party shall follow procedures outlined in the July 2019 version of the "A Contractor's Guide to the Standards of Practice for CPRA Contractors Performing GPS Surveys and Determining GPS Derived Orthometric Heights within the Louisiana Coastal Zone" to perform this work, hereinafter referred to as the Contractor's Guide.

500.8.5 Launcher and Receiver: The launcher and receiver mechanisms shall be configured and sized as per the testing company requirements including valves, piping, skids, pumps and temporary hoses to facilitate running the devices through the pipeline.

500.8.6 Bench Marking and Tracking: The Contractor shall employ GPS technology as required to facilitate and document the inspection procedure and locations of any above ground benchmark locations set for equipment tracking. Above ground benchmarks shall be identified by coordinates (northing, easting, elevation) and referenced to the centerline of the pipeline (STA and perpendicular offset) established in the aforementioned as-built plans.

500.9 Pipeline Coating Repairs: In the event the pipeline coating is damaged by the Contractor during the performance of the work, the following repairs shall be performed for damage(s) to the pipeline coating at the Contractor's expense:

500.9.1 If rusting has not occurred to damaged location(s), paint may be applied directly over the existing cleaned surface. For areas where rusting has occurred, remove the rust either by blasting to SSPC SP 5/NACE No. 1, "White Metal Blast Cleaning" or using a "bristle blaster" to SSPC SP 11 in order to obtain a comparable white metal surface.

500.9.2 Clean surfaces to remove deposits of grease or oil in accordance with SSPC SP 1.

500.9.3 Seal edges where paint has been removed with appropriate thinner.

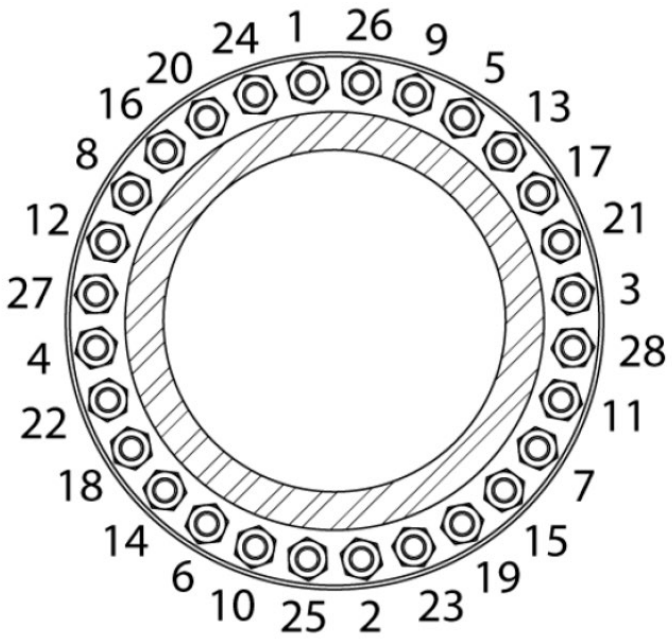
500.9.4 Use USACE Formula V-766e, Vinyl-Type White (or Gray for alternating coats) paint for repairs to damaged sections. Paint shall be applied in accordance with manufacturer's recommendations in approximately one and one-half (1.5) mils coats to obtain an average minimum dry film thickness of seven and one-half (7.5) mils for the completed system, and the thickness at any point shall not be less than six (6.0) mils. Final coat shall be white in color. The specified total film thickness shall be attained in any event. Attaining the specified film thickness in fewer than the prescribed number of coats or spray passes will be acceptable provided heavier applications do not cause an increase in pinholes, bubbles, blisters, or voids in the dried film and also provided that no more than two (2.0) mils (dry film thickness) per double spray coat nor more than one (1.0) mil per single spray pass of paint shall be applied at one time.

500.9.5 Dry film thickness measurements shall be made with an instrument with an accuracy of plus or minus three percent (+/- 3%) or better. The instrument shall be calibrated and used in accordance with ASTM D 7091. It shall be calibrated using plastic shims with metal practically identical in composition and surface preparation to that being coated, and of substantially the same thickness (except that for measurements on metal thicker than one-fourth (¼) inch, the instrument may be calibrated on metal with a minimum thickness of ¼ inch). Frequency of measurements shall be as recommended for field measurements by ASTM D 7091 and reported as the mean for each spot determination. The instruments shall be calibrated or calibration verified prior to, during, and after each use.

500.10 Restoration of Blind Flanges: Upon completion of inspection procedure, the Contractor shall fill the pipeline with clean water from the Calcasieu River, limited to the top 10 Ft to 15 Ft of surface water to avoid higher salinities. Restore the East and West blind flanges and any gaskets or other appurtenances that may have been removed to accomplish the work. Before installation, the Contractor shall clean flange sealing faces and gaskets of all foreign materials before making the joint. After cleaning, a clean gasket shall be positioned between the two clean sealing surfaces of the flanges. The stud and the flange surface under the nut shall be lubricated with colloidal graphite in oil paste. Blind flanges are to be installed with a minimum of six (6) bolts or studs. If bolts are used, the bolt head shall be behind the raised face flange. After the flanges are mated and the studs and nuts are installed, the nuts shall be tightened until they contact the flange surface. The nuts shall be further tightened in quarter turn maximum increments. The bolts shall not be tightened on a flange to the point the flange is permanently deformed. After nuts are snug-tightened, the nut shall be tack welded to the bolt to prevent easy removal of the nut. If studs are used, both ends shall be double-nutted and the outside nuts tack welded to the stud. At least one (1) thread of the stud shall be allowed to protrude from each nut. Tightening sequence shall be as shown in the "1 ¾-Inch Diameter Teflon Coated Flange Bolt Torquing Procedure" shown below. Torque values shall be as specified in *API Specification 6A, Specification for Wellhead and Christmas Tree Equipment.*

500.10.1 1 ¾-Inch Diameter Teflon Coated Flange Bolt Torqueing Procedure: Lubricate bolt and nut threads and nut bearing face (where it contacts the flange). After flange assembly and all nuts have been run down by hand, start wrench tightening following the sequence of the numbers indicated (marking the number on the flange with a crayon aids in keeping track of the tightening process). During all of the following steps, keep any gap between flanges even all around the circumference, and nuts made up approximately the same amount on each end of the bolt.

- First time around just snug the nuts with a hand wrench.
- Second time around tighten the nuts firmly with the same wrench.
- Third time around apply approximately 25% recommended torque of 1534 ftlbs.
- Fourth time apply approximately 75% of recommended torque of 1534 ft-lbs.
- Fifth time around, apply 100% of recommended torque of 1534 ft-lbs.
- Continue tightening nuts all around until nuts do not move under 100% recommended torque of 1534 ft-lbs.
- If possible, re-torque after 24 hours. Most of any bolt preload loss occurs within 24 hours.



500.11 Smart PIG In-Line Inspection (ILI) report: The Contractor will submit a Smart PIG In-Line Inspection (ILI) report providing the results from the deformation and metal loss testing performed to CPRA within 30 days after the inspection. At a minimum, the report shall include:

500.11.1 Detailed summary of the inspection procedure to include discussions and descriptions of the following:

a. Pre-inspection activities/procedures including site and pipeline preparation, verifying staging area locations, and means and location of site access.

b. Technical specifications for the inspection equipment used.

c. Launch and recovery facilities and procedures.

500.11.2 Issues/Problems

a. Any issues or problems encountered during the inspection and method(s) of resolution.

500.11.3 Defect Assessment and Analysis

a. Categorization and prioritization of detected defects based on severity, type, and location.

500.11.4 Integrity and Fitness-for-Service Assessment

a. Analysis of the pipeline's fitness for continued service, including pressure-holding capacity.

b. Recommendations for operating pressures or adjustments based on integrity data.

500.11.5 Repair and Mitigation Recommendations

a. List of defects requiring immediate repair versus those suitable for monitoring.

b. Suggested methods for repair or reinforcement (e.g., welding, replacement, composite wrap).

c. Itemized opinion of probable construction cost for noted defects

500.11.6 Field Verification Plan

a. Identification of areas where in-field verification of ILI findings is recommended.

500.11.7 Drawings

a. Drawings depicting the horizontal and vertical alignment of the pipeline (plan and profile) referenced to the pipeline centerline stationing as depicted on the as built plans (See Appendix H). These drawings shall certified by a Professional Land Surveyor licensed by the State of Louisiana.

500.11.8 Raw Data and Digital Records

a. Comprehensive dataset of raw ILI tool data for future reference or re-analysis.

b. Digital records formatted for integration into pipeline management systems.

500.11.9 Executive Summary and Conclusions

a. High-level overview of findings for decision-makers, including key risks and high-priority action items.

500.12 Acceptance: The Contractor shall complete the In-Line Inspection and submit the In-Line Inspection Report detailed in TS-500.11 to the Engineer for Acceptance. Acceptance shall be determined based upon compliance with the aforementioned requirements.

500.13 Ratio of Effort: One hundred (100%) of the Contract cost for this bid item will be paid to the Contractor upon Acceptance of the In-Line Inspection Report.

500.14 Measurement and Payment: Payment shall be made at the Contract Lump Sum price for Bid Item No. 2, "Smart Pressure Inspection Gauge Inline Inspection (TS-500)". Payment shall

constitute full compensation for furnishing the labor, Equipment, and other incidentals related to these items of the Work, LDPES Water Quality Sampling and Monitoring, and the In-Line Inspection Report.

END OF PART III – TECHNICAL SPECIFICATIONS

APPENDIX A: REQUEST FOR INFORMATION FORM

CAMERON-CREOLE WATERSHED
CAMERON-CREOLE FRESHWATER INTRODUCTION (CS-49)
Request for Information (RFI)

DATE:

RFI Number:

Summary of RFI by Contractor
Signature:

Response to RFI by Engineer
Signature:

APPENDIX B: CHANGE ORDER FORM

CHANGE ORDER NO. __

OWNER: State of Louisiana, Coastal Protection & Restoration Authority
CONTRACTOR _____
PROJECT: Cameron-Creole Freshwater Introduction (CS-49)
FILE NO: _____
SOLICITATION NO: _____
CONSTRUCTION MANAGER: Brent Bouy

The following changes are hereby proposed to be made to the Contract Documents:

-

Description: See attached summary.

Attachments (list documents supporting change):

-

Change in Contract Price		**Change in Contract Time**	
Original Contract Price		Original Contract Time (calendar days)	
Net Increase /(Decrease) from previous Change Orders		Net Increase /Decrease from previous Change Orders (days)	
Contract Price prior to this Change Order		Contract Time prior to this Change Order (calendar days)	
Net Increase/(Decrease) of this Change Order		Net Increase (Decrease) of this Change Order (days)	
Contract Price with this Change Order		Contract Time with this Change Order (calendar days)	

RECOMMENDED:

By:_____
Engineer
Date:_____

RECOMMENDED:

By:_____
CPRA Construction Manager
Date:_____

ACCEPTED:

By:_____
Contractor
Date:_____

CAMERON-CREOLE WATERSHED GRAND BAYOU MARSH CREATION PROJECT (CS-54)

SUMMARY OF CHANGE ORDER NO:_____

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT OVERRUN	AMOUNT UNDERRUN
Net Increase of this Change Order							

Justification:

-

No additional/additional contract time is requested to accomplish the work for the change order.

APPENDIX C: RECOMMENDATION OF ACCEPTANCE FORM

❖ **NOT FOR RECORDATION PURPOSES** ❖

RECOMMENDATION OF ACCEPTANCE

TO: Coastal Protection and Restoration Authority
450 Laurel Street, Suite 1501
Baton Rouge, LA 70801

FROM: _____
_____
_____
Design Firm Name and Address

DATE: _____

PROJECT NAME & NUMBER: _____

SITE CODE: _____ STATE ID: _____ CFMS: _____

CONTRACTOR: _____
_____

ORIGINAL CONTRACT AMOUNT: $ _____

FINAL CONTRACT AMOUNT: $ _____

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT $ _____

VALUE OF PUNCH LIST $ _____ *(Attach Punch List)*

Signed: _____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

❖ **NOT FOR RECORDATION PURPOSES** ❖

APPENDIX D: LANDRIGHTS MEMORANDUM

Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA)
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract No. 102E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

> **CECIL RAYMOND SANNER,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-6271, and that he has been married but once and then to Nancy Durland Morris Sanner from whom he is judicially divorced and that his current mailing address is 2535 Teal Street, Cameron, Louisiana 70631. Mr. Sanner also declared that the property made subject to this Easement/Servitude Agreement is inherited and separate property; and
>
> **ANITA JO SANNER TRAHAN,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of her social security number are XXX-XX-6321, and that she has been married but once and then to Calvin Elton Trahan, with whom she is presently living as husband and wife at current mailing address 910 Main Street, Hackberry, Louisiana 70645. Ms. Trahan also declared that the property made subject to this Easement/Servitude Agreement is inherited and separate property; and
>
> **RUTH CLAIRE SANNER BILLEDEAUX,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of her social security number are XXX-XX-6083, that she has been married but once and then to Ronald James Billedeaux, with whom she is judicially divorced and that her current mailing address is 185 Raymond Sanner Lane, Hackberry, Louisiana 70645. Ms. Billedeaux also stated that the property made subject to this Easement/Servitude Agreement is inherited and separate property

(hereinafter referred to as "Vendors"), they declared that for the consideration hereinafter recited, Vendors do by these present grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution

and subrogation in and to all rights and actions of warranty which said Vendors have or may have against all preceding owners and vendors, unto:

> **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396**;

(herein referred to as "Vendee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for other projects that may need to utilize this right of way, a perpetual and assignable easement/servitude and right-of-way in, on, over and across the land, described as:

TRACT 102E, described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline(s); together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline(s), if deemed necessary by the vendee its assigns, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the vendors, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **NINE THOUSAND DOLLARS AND 00/100 ($9,000.00)** cash, the receipt and sufficiency of which is hereby acknowledged by Vendors and full acquittance and discharge therefore given.

Vendors warrant that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Vendors, and that any and all state, parish and city taxes, up to and including the taxes due and eligible in the year 2006 are paid in full. Vendors agree to pay all 2007 taxes in full.

Mortgage and conveyance certificates are waived and the parties hereto release and relieve the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Hackberry, **Louisiana**, on the 10 **day of** December **2007**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Terry Bowers
(sign)

Terry Bowers
(print)

Pat Weishampel
(sign)

Pat Weishampel
(print)

Terry Bowers
(sign) Terry Bowers

Pat Weishampel
(print) Pat Weishampel

(print)

Terry Bowers
(sign) Terry Bowers

Pat Weishampel
(print) Pat Weishampel

VENDORS:

Cecil Raymond Sanner
CECIL RAYMOND SANNER

Anita J. Sanner Trahan
ANITA JO SANNER TRAHAN

Ruth Claire Sanner Billedeaux
RUTH CLAIRE SANNER BILLEDEAUX

Marjie Chambers
(sign)

Marjie Chambers
(print)

NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires At My Death

Notary Identification Number or Bar Association Number 29522

EXHIBIT A

TRACT: 102E

Attached to and part of Easement/Servitude Agreement between
CECIL RAYMOND SANNER, et al
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **102E**
OWNER: **Cecil Raymond Sanner, et al**
ACRES: **2.29 ± acres**

A tract or parcel of land located in Section 3, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 3, Township 13 South, Range 10 West, run South 88 degrees 42 minutes 35 seconds East a distance of 665.08 feet, more or less, to a point and corner; thence South 00 degrees 23 minutes 47 seconds West a distance of 150.01 feet, more or less, to a point on the South Right-of-Way line for this project; thence along said right-of-way line, North 88 degrees 42 minutes 35 seconds West a distance of 665.08 feet, more or less, to a point and corner; thence North 00 degrees 23 minutes 46 seconds East a distance of 150.01 feet, more or less, to the POINT OF BEGINNING.

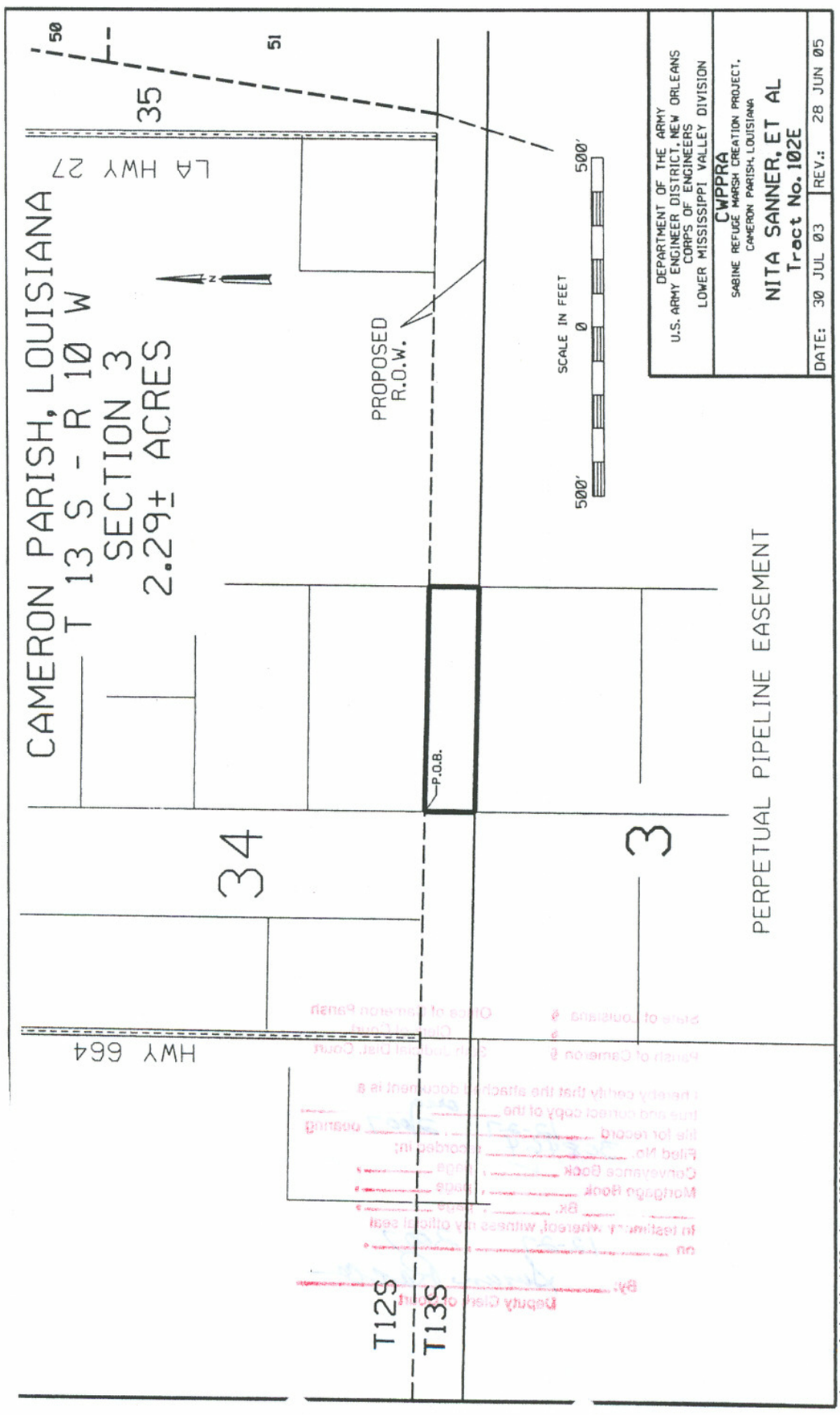
The above described tract or parcel of land contains 2.29 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System - South Zone .

EXHIBIT B

TRACT: 102E

Attached to and part of Easement/Servitude Agreement between
CECIL RAYMOND SANNER, et al
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES



State of Louisiana §
§
Parish of Cameron §

Office of Cameron Parish
Clerk of Court
38th Judicial Dist. Court

I hereby certify that the attached document is a true and correct copy of the orig file for record 12-27, 2007 bearing Filed No. 308464 recorded in;
Conveyance Book ✓, page ____,
Mortgage Book ____, page ____,
____ Bk. ____, page ____,
In testimony whereof, witness my official seal on 12-27, 2007.

By: Susan Racca
Deputy Clerk of Court

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA, Plaintiff v. 22.70 ACRES OF LAND, MORE OR LESS, SITUATE IN CAMERON PARISH, STATE OF LOUISIANA, AND THOMAS BARR IV, ET AL Defendants	)	DECLARATION OF TAKING **2:08CV0269 LC** TRACT NO. 118

TO THE HONORABLE,
THE UNITED STATES DISTRICT COURT:

I, David M. Reed, Deputy Assistant Secretary of the Army (Installations and Housing) OASA (I&E), do hereby declare that:

1. The authority under which and the public use the real property interest is to be taken is set forth in attached Schedule A.

2. A description of the real property interest to be acquired is set forth in attached Schedule B.

3. The estate taken for said public use is set forth in attached Schedule C.

4. A plan (map) showing the interest in land taken is attached as Schedule D.

5. A list of parties and their known addresses is set forth and attached as Schedule E.

The gross sum estimated by me as just compensation for all of said land, which aggregates **22.70 acres**, with all buildings and improvements thereon and all appurtenances thereto and including any and all interests hereby taken in said land is **FORTY TWO THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($42,800.00)**, which sum I

cause to be deposited herewith in the Registry of the Court for the use and benefit of the persons entitled thereto. I am of the opinion that the ultimate award for said land probably will be within any limits prescribed by law on the price to be paid therefor.

IN WITNESS WHEREOF, the United States of America, by its Deputy Assistant Secretary of the Army, thereunto authorized, has caused this declaration to be signed in its name by said David M. Reed, Deputy Assistant Secretary of the Army (Installations and Housing) OASA (I&E), this 8th day of January, A.D., 2008, in the City of Washington, District of Columbia.

DAVID M. REED
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)



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NO. DACW29-9-14-28

DEPARTMENT OF THE ARMY
CONSENT TO CROSS U. S. GOVERNMENT EASEMENT
AT
SABINE REFUGE PROJECT
CAMERON PARISH, LOUISIANA

KNOW ALL MEN BY THESE PRESENTS:

That the consent of the United States is hereby granted to the **Coastal Protection and Restoration Authority of Louisiana**, hereinafter designated as grantee, to construct, use, maintain, control and operate the **Sabine Refuge Marsh Creation Project CS-28 including maintenance of pipeline ROW,** herein referred to as "structure", across, over and under the lands where the United States has acquired a perpetual right of way, identified as **Tract No. 118, Sabine Refuge Project** and which is recorded in the records of Cameron Parish, Louisiana. The approximate right-of-way for said structure (or activity) for the purpose of this consent is specifically identified as Parcel(s) **highlighted in yellow**, located as shown on Exhibit "A" attached hereto and made a part hereof and described as follows:

Tract No. 118, Sections 36 & Section 37, Township 13 South, Range 10 West
Cameron Parish, Louisiana.

This consent is granted subject to the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests therein.

2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrancers of the fee title to the lands involved.

3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Army, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject to such regulations as may be prescribed by the District Commander, New Orleans District, from time to time, including, but not limited to, the specific conditions, requirements and specifications set forth in Exhibit "B" attached hereto and made a part hereof.

4. That the grantee shall supervise and maintain the said structure and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the

installation of said structure or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

5. That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his option, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

7. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.

8. That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations under taken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure herein authorized, the grantee shall, upon due notice from the Chief of Engineers, Department of Army, alter or remove said structure without expense to the Government and subject to the supervision and approval of the officer having jurisdiction over the property and no claim for damages shall be made against the United States on account of such alterations or removal.

9. That construction and/or operation maintenance and use of said structure incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.

10. That this consent may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Army for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two years, or for abandonment.

11. That upon the relinquishment, termination, revocation, forfeiture or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee therefrom, and restore the premises to a condition satisfactory to the officers having immediate jurisdiction over the property. If the grantee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, the said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be so restored at the expense of the grantee, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account of such removal and restoration.

12. That the terms and conditions of this consent shall extend to and be binding upon the heirs, successors, and assigns of the grantee. **Without prior written approval by said District Commander, the grantee of this Consent shall neither transfer nor assign the rights granted herein, or any part thereof.**

13. That the grantee within the limits of his respective legal powers shall comply with all Federal, interstate, state, and/or local governmental regulations, conditions or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

14. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Commander, New Orleans District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Commander.

15. Except as otherwise specifically provided, any reference herein to "Secretary", "District Commander", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

16. Merger clause. Prior to the execution of this consent, the following conditions were deleted: **None**; changed: **None**; or added: **None**.

This consent is not subject to Title 10, U.S.C., Section 2662.

In Witness Whereof, I have hereunto set my hand, by authority of the Secretary of the Army this 23rd day of June, 2014.

LINDA C. LABURE
Chief, Real Estate Division
U.S. Army Corps of Engineers
New Orleans District

Witness

Brigette Farve Terrell
Printed Name

Witness

PAMELA DRUKY-BLAIZE
Printed Name

THIS CONSENT is also executed by the grantee this 11th day of June 2014.

COASTAL PROTECTION AND RESTORATON AUTHORITY OF LOUISIANA

Typed Name: Kyle Graham

Title: Executive Director

Joann D. Hicks
Witness

Joann D. Hicks
Printed Name

Shirley T. Long
Witness

Shirley T. Long
Printed Name

CERTIFICATE OF AUTHORITY

I, Clifton O. Bingham, Jr., do hereby certify that I am the principle legal officer of the Coastal Protection and Restoration Authority of Louisiana, (CPRA), that the CPRA is a legally constituted public body with full authority and legal capability to adhere and comply with the terms and conditions for Consent to Cross U.S. Government Easement No. DACW29-9-14-28, and subsequent amendments thereto, to conduct operation and maintenance of the Sabine Refuge Marsh Creation Project CS-28 including maintenance of pipeline ROW, within the Sabine Refuge Project, and that the persons who executed Consent to Cross U.S. Government Easement No. DACW29-9-14-28 on behalf of the CPRA has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 11th day of June, 2014.

Signed: Clifton O. Bingham

Printed name: Clifton O. Bingham, Jr.

Title: General Counsel

ACKNOWLEDGMENT

STATE OF Louisiana

COUNTY/PARISH OF East Baton Rouge

On this 11th day of June, 2014, before me appeared Kyle Graham, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the Coastal Protection and Restoration Authority of Louisiana (CPRA), and that the consent was signed in behalf of CPRA, by authority duly and legally granted and bestowed upon him, and that he acknowledged the consent to be the free act and deed of CPRA and the CPRA has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signed: Clifton O. Bingham

Printed Name: **Clifton O. Bingham, Jr.**
Notary Public
State of Louisiana
Parish of _____

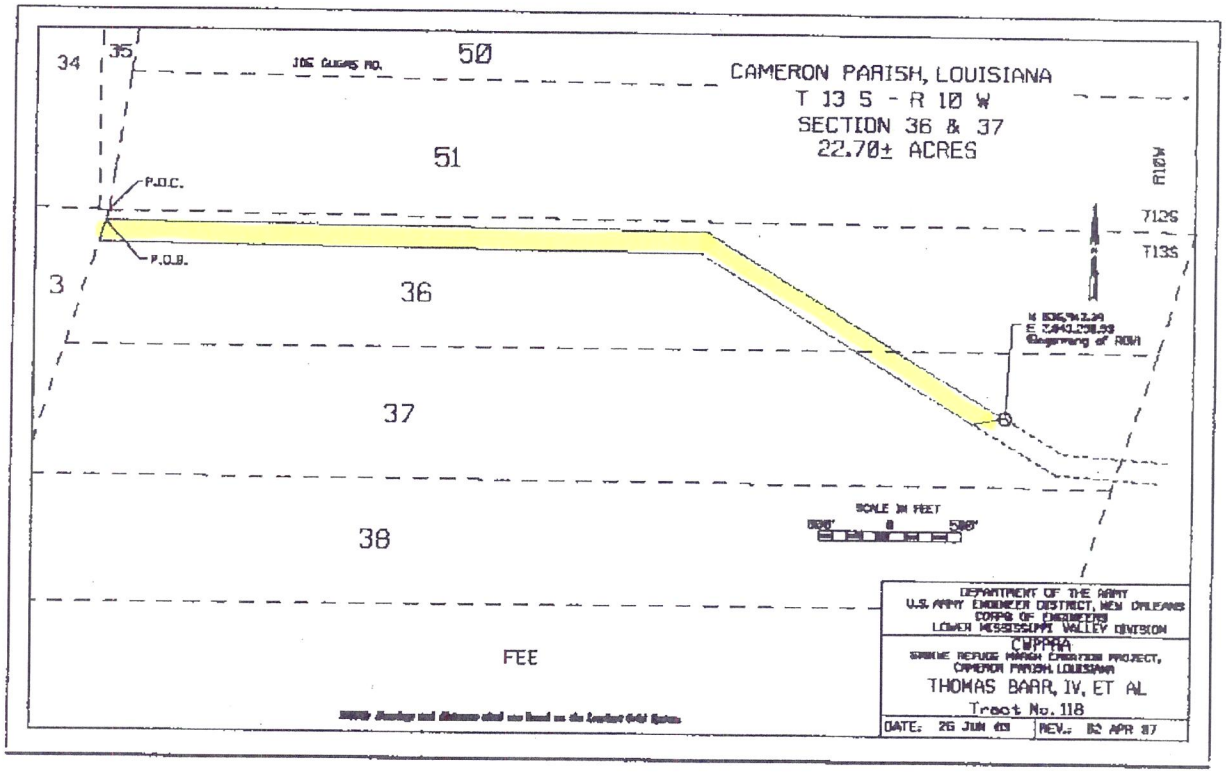
My Commission Expires: W/ life

Bar Association Number: 03052

OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life

SCHEDULE D

Tract No. 118



Sabine Refuge Project
Tract 118
Sections 36 & 37, T13S, R10W
Consent # DACW29-9-14-28
Exhibit A **Tract Map Sheet**

SCHEDULE A

Tract No. 118

AUTHORITY FOR THE TAKING:

The authority for the taking of the land is under and in accordance with the Act of Congress approved August 1, 1888 (25 Stat. 357), as amended, 40 U.S.C. §257, repealed and recodified as 40 U.S.C. §3113 by the Act of Congress approved August 22, 2002 (116 Stat. 1144); the Act of Congress approved February 26, 1931 (46 Stat. 1421), 40 U.S.C. §258a, repealed and recodified as 40 U.S.C. §3114 by the Act of Congress approved August 22, 2002 (116 Stat. 1145); and the Coastal Wetlands Planning, Protection and Restoration Act, Title III of Public Law 101-646 (104 Stat. 4778 et seq.), 16 U.S.C. §§ 3951, et seq., which authorizes the creation, restoration, protection and enhancement of wetlands; and 16 U.S.C. §777b, §777c and §3955, which made funds available for such purposes.

PUBLIC USES:

The public uses for which said land will be taken are as follows:

Said land is necessary for the creation, restoration, protection or enhancement of coastal wetlands in the Sabine Refuge area and for such other uses as may be authorized by Congress or by Executive Order.

SCHEDULE B

Tract No. 118

DESCRIPTION:

Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
TRACT: 118 (Revised 2 Apr 07)
OWNER: Thomas Barr IV, et al
ACRES: 22.70 acres, more or less

A tract or parcel of land located in Section 36, formerly named and referred to as Radiating Lot 17, and Section 37, formerly named and referred to as Radiating Lot 18, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and being more particularly described as follows:

Commencing at a point common to Sections 35, and 51, Township 12 South, Range 10 West, and Sections 3 and 36, Township 13 South, Range 10 West, run South 17 degrees 42 minutes 42 seconds West a distance 72.83 feet, more or less, to a point on the East boundary line of said Section 3 Township 13 South, Range 10 West, said point being the point of beginning; thence South 89 degrees 25 minutes 32 seconds East, a distance of 4240.18 feet, more or less, to a point; thence South 58 degrees 48 minutes 47 seconds East a distance of 2452.08 feet, more or less, to a point; thence South 79 degrees 25 minutes 40 seconds West a distance of 225.22 feet, more or less, to a point; thence North 58 degrees 48 minutes 47 seconds West a distance of 2243.02 feet, more or less, to a point; thence North 89 degrees 25 minutes 32 seconds West a distance of 4245.38 feet, more or less, to a point on said East boundary line of Section 3, Township 13 South, Range 10 West; thence North 17 degrees 42 minutes 42 seconds East a distance of 156.97 feet, more or less, to the POINT OF BEGINNING.

The above described tract or parcel of land contains 22.70 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System - South Zone.

SCHEDULE C

Tract No. 118

ESTATE TO BE ACQUIRED: Standard Fee (reserving all minerals to landowners)

The fee simple title to the land, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all oil, gas, and other minerals, including the minerals interests held by the surface owners(s) and any interests which are outstanding in parties other than the surface owners(s) and all appurtenant rights for the exploration, development, production, and removal of said oil, gas, and other minerals.

Coastal Wetlands Planning, Protection, and Restoration Act
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract Nos. 104E-1 and 104E-2

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

> **SUZANNE HAUSER DUHON,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of her social security number is XXX-XX-3585, that she has been married but once and then to Darrell Adam Duhon and whose mailing address is 290 Alladin Road, Hackberry, Louisiana, 70645.
>
> **DARRELL ADAM DUHON,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of his social security number is XXX-XX-6995, that he has been married but once and then to Suzanne Hauser and whose mailing address is 290 Alladin Road, Hackberry, Louisiana, 70645.

(hereinafter referred to as "Grantors"), who declared that for the consideration hereinafter recited, Grantors do by these presents grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Grantors have or may have against all preceding owners and vendors, unto:

> **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396**;

(herein referred to as "Grantee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for

other projects that may need to utilize this right of way, a perpetual and assignable easement/servitude and right-of-way in, on, over and across the land, described as:

TRACT 104E-1, described in Exhibit A and shown on Exhibit C, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline(s); together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline(s), if deemed necessary by the grantee or its assigns, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the vendor, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TRACT 104E-2, described in Exhibit B and shown on Exhibit C, attached hereto and made a part hereof, for use by the grantee, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structure on the land and to perform any other work necessary and incident to the construction of the CWPPRA, Sabine Refuge Marsh Creation Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **TWENTY NINE THOUSAND TWO HUNDRED AND 00/100 ($29,200.00) DOLLARS**, cash, the receipt and sufficiency of which is hereby acknowledged by Grantors and full acquittance and discharge therefore given.

Grantors warrant that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Grantors, and that any and all state, parish and city

taxes, up to and including the taxes due and eligible in the year 2006 are paid in full. Grantor agrees to pay all 2007 taxes in full.

Mortgage and conveyance certificates are waived and the parties hereto release and relieve the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Hackberry **Louisiana**, on the 16 **day of** July **2007**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Donna D. Coco
(sign)

Donna D. Coco
(print)

Troy Fountain
(sign)

TROY FOUNTAIN
(print)

GRANTORS:

Suzanne Hauser Duhon
SUZANNE HAUSER DUHON

Darrell Adam Duhon
DARRELL ADAM DUHON

Carol Fountain
(sign)

CAROL FOUNTAIN
(print)

NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires With life

Notary Identification Number or Bar Association Number 3448

EXHIBIT A

TRACT: 104E-1

Attached to and part of Easement/Servitude Agreement between
SUZANNE HAUSER DUHON and DARRELL ADAM DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **104E-1**
OWNER: **Darrell Adam Duhon, et ux**
ACRES: **1.67 ±**

A tract or parcel of land located in Section 3, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at a point common to Section 34, Township 12 South, Range 10 West, and the centerline of Louisiana Highway No. 664, run South 00 degrees 37 minutes 35 seconds West, a distance of 150.01 feet, more or less, to a point on South Right-of-Way line for this project; thence along said right-of-way line, North 88 degrees 42 minutes 35 seconds West, a distance of 485.21 feet, more or less, to a point and corner; thence run North 00 degrees 37 minutes 35 seconds East, a distance of 150.01 feet, more or less, to a point on the south line of said Section 34 , Township 12 South, Range 10 West; thence South 88 degrees 42 minutes 35 seconds East a distance of 485.21 feet, more or less, to the POINT OF BEGINNING.

The above described tract or parcel of land contains 1.67 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System – South Zone.

EXHIBIT B

TRACT: 104E-2

Attached to and part of Easement/Servitude Agreement between
SUZANNE HAUSER DUHON and DARRELL ADAM DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **104E-2**
OWNER: **Darrell Adam Duhon, et ux**
ACRES: **1.00 ±**

A tract or parcel of land located in Section 34, Township 12 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at a point common to Section 34, Township 12 South, Range 10 West, and the centerline of Louisiana Highway No. 664, run North 88 degrees 42 minutes 35 minutes 35 seconds West, a distance of 100.00 feet, more or less, to a point and corner; thence North 00 degrees 39 minutes 25 seconds East, a distance of 382.30 feet, more or less, to a point on the centerline of a public road; thence along said centerline, North 44 degrees 42 minutes 47 seconds East, a distance of 143.80 feet, more or less, to a point on the centerline of said Louisiana Highway No. 664; thence South 00 degrees 39 minutes 25 seconds East a distance of 486.75 feet more or less, to the POINT OF BEGINNING.

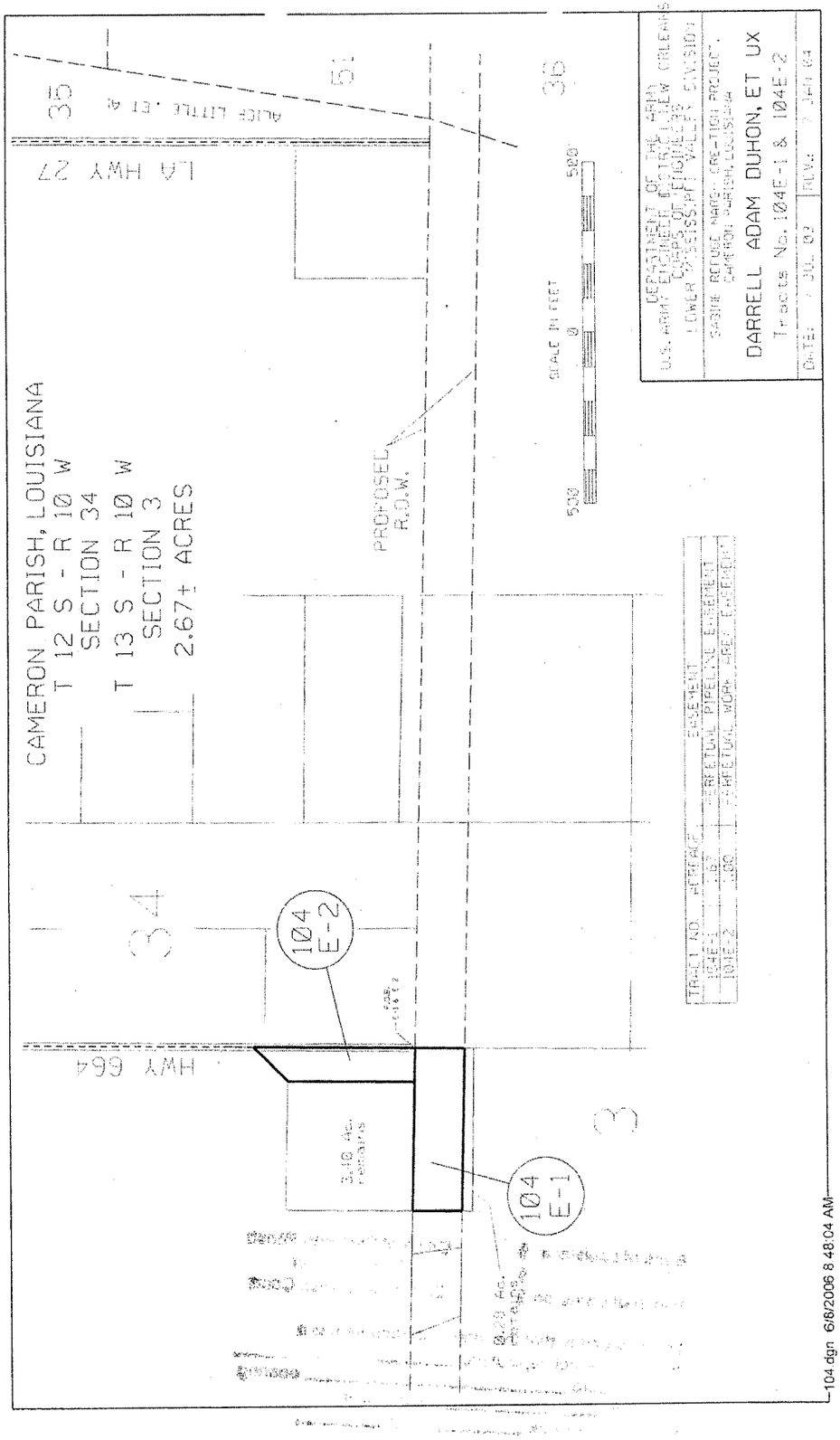
The above described tract or parcel of land contains 1.00 acres, more or less.

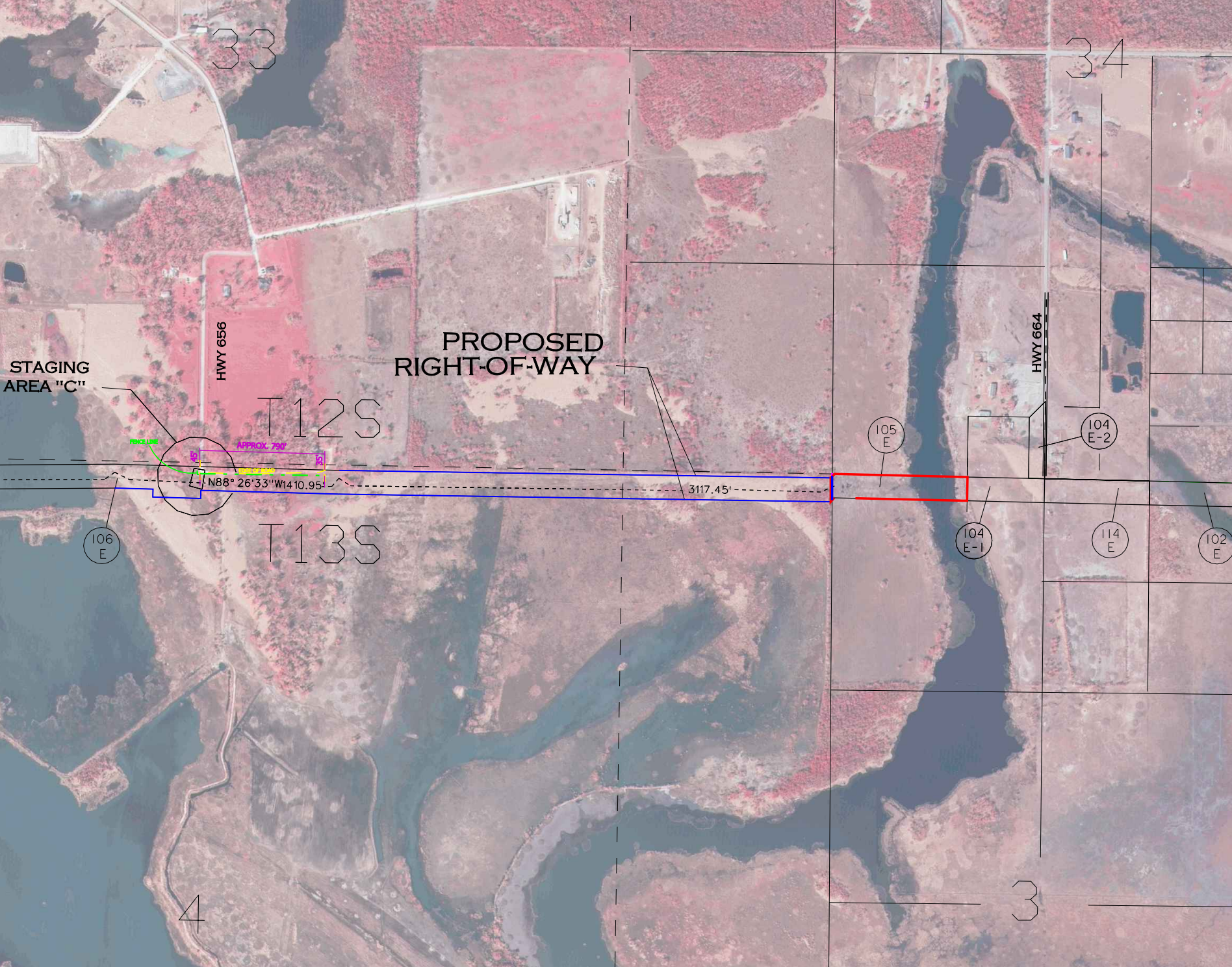
The bearings and distances cites herein are based on Louisiana State Plane Coordinate System – South Zone.

EXHIBIT C

TRACT: 104E-1 and 104E-2

Attached to and part of Easement/Servitude Agreement between
SUZANNE HAUSER DUHON and DARRELL ADAM DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

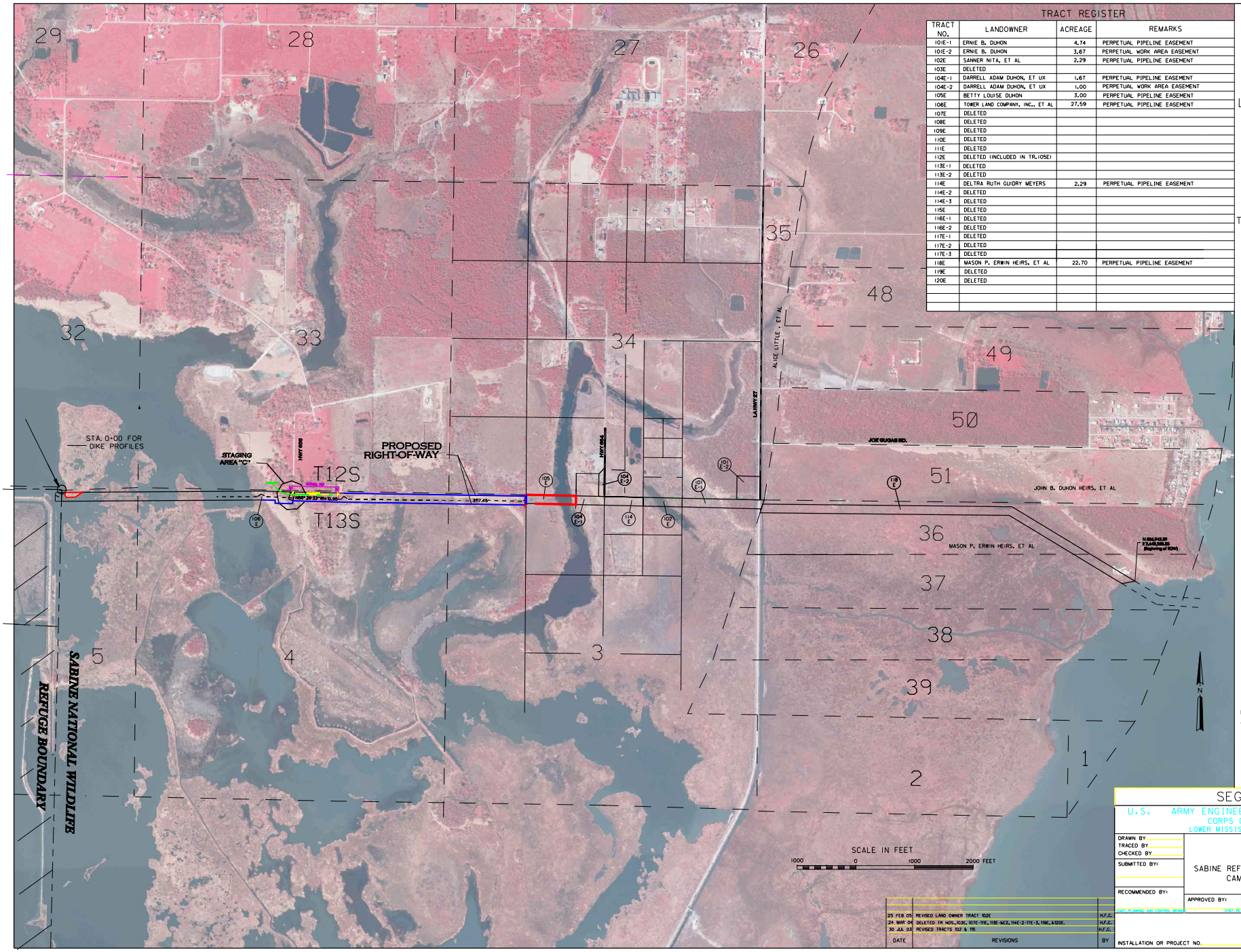




33
34
STAGING
AREA "C"
HWY 656
PROPOSED
RIGHT-OF-WAY
HWY 664
T12S
T13S
APPROX. 790'
45'
35'
N88° 26'33"W1410.95'
3117.45'
105
E
104
E-2
106
E
104
E-1
114
E
102
E
4
3

CORPS OF ENGINEERS

U.S. ARMY



TRACT REGISTER

TRACT NO.	LANDOWNER	ACREAGE	REMARKS
101E-1	ERNIE B. DUHON	4.74	PERPETUAL PIPELINE EASEMENT
101E-2	ERNIE B. DUHON	3.67	PERPETUAL WORK AREA EASEMENT
102E	SANNER NITA, ET AL	2.29	PERPETUAL PIPELINE EASEMENT
103E	DELETED		
104E-1	DARRELL ADAM DUHON, ET UX	1.67	PERPETUAL PIPELINE EASEMENT
104E-2	DARRELL ADAM DUHON, ET UX	1.00	PERPETUAL WORK AREA EASEMENT
105E	BETTY LOUISE DUHON	3.00	PERPETUAL PIPELINE EASEMENT
106E	TOWER LAND COMPANY, INC., ET AL	27.59	PERPETUAL PIPELINE EASEMENT
107E	DELETED		
108E	DELETED		
109E	DELETED		
110E	DELETED		
111E	DELETED		
112E	DELETED (INCLUDED IN TR.105E)		
113E-1	DELETED		
113E-2	DELETED		
114E	DELTRA RUTH GUIDRY MEYERS	2.29	PERPETUAL PIPELINE EASEMENT
114E-2	DELETED		
114E-3	DELETED		
115E	DELETED		
116E-1	DELETED		
116E-2	DELETED		
117E-1	DELETED		
117E-2	DELETED		
117E-3	DELETED		
118E	MASON P. ERWIN HEIRS, ET AL	22.70	PERPETUAL PIPELINE EASEMENT
119E	DELETED		
120E	DELETED		

PROJECT MAP

DEPT. OF THE ARMY

USING SERVICE

LOCATION OF PROJECT

STATE LOUISIANA

COUNTY CAMERON

DIVISION

DISTRICT

ARMY AREA

MILES OF

MILES OF

TRANSPORTATION FACILITIES

RAILROADS

STATE ROADS

FEDERAL ROADS

AIR LINES

ACQUISITION

TOTAL ACRES ACQUIRED

FEE

PUBLIC DOMAIN — WITHDRAWAL / USE PERMIT

USE PERMIT (OTHER THAN P.D.)

TRANSFER

LEASE

LESSER INTERESTS

DISPOSAL

TOTAL ACRES DISPOSED OF

SOLD

PUBLIC DOMAIN — WITHDRAWAL / USE PERMIT

USE PERMIT (OTHER THAN P.D.)

TRANSFERRED

LEASES TERMINATED

LESSER INTERESTS

REASSIGNED

OTHER

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 23.

RESERVATION LINE

RESERVATION LINE (Actual Survey)

TRACT BOUNDARY LINE

TRACT NUMBER 101 E-1

CONTOUR LINE

DISPOSAL

SEGMENT 1

U.S. ARMY ENGINEER DISTRICT, NEW ORLEANS
CORPS OF ENGINEERS
LOWER MISSISSIPPI VALLEY DIVISION

DRAWN BY

TRACED BY

CHECKED BY

SUBMITTED BY:

RECOMMENDED BY:

APPROVED BY:

DATE 25 FEBRUARY 2005

CHIEF, PLANNING AND CONTROL BRANCH — CHIEF, REAL ESTATE DIVISION

REAL ESTATE
CWPPRA
SABINE REFUGE MARSH CREATION PROJECT,
CAMERON PARISH, LOUISIANA

INSTALLATION OR PROJECT NO.

SHEET 1 OF 1

DRAWING NO.

DATE	REVISIONS	BY
25 FEB 05	REVISED LAND OWNER TRACT 102E	H.F.C.
24 MAR 04	DELETED TR NOS.,103E, 107E-111E, 113E-#E2, 114E-2-117E-3, 119E, &120E.	H.F.C.
30 JUL 03	REVISED TRACTS 102 & 115	H.F.C.

Conveyance
FILE # 318322

FILED AND RECORDED
CAMERON PARISH, LA.
2009 DEC 26 PM 1 58
CLERK OF COURT
DEPUTY

Coastal Wetlands Planning, Protection and Restoration Act (CWPPRA)
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract No. 101E-1 and 101E-2

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witnesses and Notary Public, duly commissioned and qualified in and for the Parish/County and State indicated, personally came and appeared:

ERNIE B. DUHON, a person of the full age of majority and domiciled in the Parish of Beauregard, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-0552; that he is married to Angie Duhon; and that his current mailing address 141 Dogwood Trail West, DeRidder, Louisiana 70634. Mr. Duhon also declared that the property made subject to this Easement/Servitude Agreement is his separate property; and

BARBARA ANN DUHON DANKS, a person of the full age of majority and domiciled in the County of Orange, State of Texas, who stated under oath that the last four digits of her social security number are XXX-XX-9045; that she was married to Robert Clair Danks who is now deceased; and that her current mailing address is 1640 Orange Street, Vidor, Texas 77662. Ms. Danks also declared that the property made subject to this Easement/Servitude Agreement is her separate property; and

JOHNETTE Y. DUHON, a person of the full age of majority and domiciled in the County of Clark, State of Ohio, who stated under oath that the last four digits of her social security number are XXX-XX-8342; that she is unmarried; and that her current mailing address is 2754 Columbia Avenue, Springfield, Ohio 45503. Ms. Duhon also stated that the property made subject to this Easement/Servitude Agreement is her separate property; and

JEROME JOHN SCALISI, III, a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-8214; that he is married to Sandra L. Scalisi; and that his current mailing address is 4026 Auburn Street, Lake Charles, Louisiana 70607. Mr. Scalisi also stated that the property made subject to this Easement/Servitude Agreement is his separate property; and

DENNIS NEIL SCALISI , a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-8215; that he is unmarried; and that his current mailing address is 315 Holland Street, Lake Charles, Louisiana 70605. Mr. Scalisi also stated that the property made subject to this Easement/Servitude Agreement is his separate property; and

MITCHELL DAVID DUHON, SR. a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-7407; that he is married to Clarice F. Duhon; and that his current mailing address is 3545 Heard Road, Lake Charles, Louisiana 70605. Mr. Duhon also stated that the property made subject to this Easement/Servitude Agreement is his separate property; and

PAUL ROBERT DUHON, a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-2369; that he is legally separated from Shirley Mae Duhon; and that his current mailing address is 417 Bonvue Road, Lake Charles, Louisiana 70605. Mr. Duhon also stated that the property made subject to this Easement/Servitude Agreement is his inherited and separate property; and

THE SUCCESSION OF MITCHELL GIDEON DUHON, represented herein by **JEROME SCALISI, JR.**, its duly authorized Executor, as noted in certified copy of the court order annexed hereto; whose mailing address is 417 Bonvue Road, Lake Charles, Louisiana 70605; and who stated under oath that the last four digits of Mr. Duhon's social security number are XXX-XX-7944.

DOUGLAS EMORY WILLIAMS, SR., a person of the full age of majority domiciled in the County of Mobile, State of Alabama, who stated under oath that the last four digits of his social security number are XXX-XX-4208; that he is unmarried and divorced from Judith R. Williams; and that his current mailing address is 1200 Wilkins Street, Mobile, Alabama 36608. Mr. Williams also stated that the property made subject to

this Easement/Servitude Agreement is his separate property; and

THEOS DUHON, JR., a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-0596; that he is married to Sallye Jean Duhon; and that his current mailing address is 110 Newell Road, Lake Charles, Louisiana 70607. Mr. Duhon also stated that the property made subject to this Easement/Servitude Agreement is his inherited and separate property; and

SANDRA DUHON BERNARD, a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of her social security number are XXX-XX-1524; that she is unmarried and divorced from Ronald Craig Bernard; and that her current mailing address is 4038 Sandy Lane, DeQuincy, Louisiana 70633. Ms. Bernard also stated that the property made subject to this Easement/Servitude Agreement is her inherited and separate property; and

HAROLD DUHON, a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of his social security number are XXX-XX-3510; that he is married to Ruth V. LeBlanc Duhon; and that his current mailing address is 2657 Tuilerie Drive, Lake Charles, Louisiana 70615. Mr. Duhon also stated that the property made subject to this Easement/Servitude Agreement is his inherited and separate property; and

DORIS OGEA DUHON, a person of the full age of majority domiciled in the Parish of Calcasieu, State of Louisiana, who stated under oath that the last four digits of her social security number are XXX-XX-2011; that she was married to Earl Duhon who is now deceased; and that her current mailing address is 5204 Big Lake Road, Lake Charles, Louisiana 70605. Ms. Duhon also stated that the property made subject to this Easement/Servitude Agreement is her separate property;

(hereinafter referred to as "Vendors"), they declared that for the consideration hereinafter recited, Vendors do by these present grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Vendors have or may have against all preceding owners and vendors, unto:

THE STATE OF LOUISIANA, as represented by the **LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **Post Office Box 94396, Baton Rouge, Louisiana 70804-9396**;

(herein referred to as "Vendee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for other projects that may need to utilize this right-of-way, a 25-year assignable pipeline easement and right-of-way in, on, over and across the land described as **TRACT 101E-1, depicted in Exhibit A and shown on Exhibit B**, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline; together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline, if deemed necessary by the grantee or its assigns, as appropriate, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Vendors, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

And also a 25-year assignable work area easement and right-of-way in, on, over and across the land described as **Tract No. 101E-2, depicted in Exhibit A and shown on Exhibit B**, attached hereto and made a part hereof, beginning with date possession of the land is granted to the grantee, for use by the grantee, its representatives, agents, and its contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the CWPPRA, Sabine Refuge March Creation Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Vendors, their heirs and assigns, all such rights and privileges as may

be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto **THE STATE OF LOUISIANA,** as represented by the **LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **SIXTY FIVE THOUSAND DOLLARS AND 00/100 ($65,000.00)** cash, the receipt and sufficiency of which is hereby acknowledged by Vendors and full acquittance and discharge therefore given.

Vendors warrant that the land herein conveyed and the land over which the rights and easement/servitude are conveyed are owned by Vendors, and that any and all state, parish and city taxes, up to and including the taxes due and eligible in the year 2008 are paid in full. Vendors agree to pay all 2009 taxes in full.

Mortgage and conveyance certificates are waived and the parties hereto release and relieve the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

In order to clarify the public records and for title insurance purposes, appearers also acknowledge and warrant (1) that the usufructs of Marie Salene Duhon, married to O.B. Byler, subsequently donated to Lois Taylor, and Taimer Mai Duhon, wife of Audrey Pizanie, have terminated due to their deaths on December 25, 2000, and February 19, 2006 respectively. (2) that the property leased to Cameron Parish Telephone Company filed March 27, 2003 at CIN 280003 is located north of the subject tracts and (3) that the temporary servitude dated July 10., 2001 granted to Great Lakes Dredge and Dock Company, a memorandum of which is dated October 28, 2001, and filed at CIN 272940-272957, records of Cameron Parish, has expired by its own terms and conditions and no longer burdens the subject property.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Deridder, LA, on the 3 **day of** March **2010**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Rebecca Thornton
(sign)
Rebecca Thornton
(print)
Stephanie Harbison
(sign)
Stephanie Harbison
(print)

_____
(sign)
_____
(print)

_____
(sign)
_____
(print)

_____
(sign)
_____
(print)

_____
(sign)
_____
(print)

VENDORS:

Ernie B Duhon
ERNIE B. DUHON

_____
BARBARA ANN DUHON DANKS

_____
JOHNETTE Y. DUHON

Tina Marie Rootz
(sign)
For Ernie B. Duhon

Tina Marie Rootz
(print)

NOTARY PUBLIC
STATE OF Louisiana
My commission expires until Death
Notary Identification Number or Bar Association Number 30782

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Vidor, Tx, on the 19 **day of** March **2010**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

(sign)

(print)

(sign)

(print)

Candice Manuel
(sign)
Candace Manuel
(print)

Estelle Cibra
(sign)
Estelle Cibra
(print)

(sign)

(print)

(sign)

(print)

VENDORS:

ERNIE B. DUHON

BARBARA ANN DUHON DANKS

JOHNETTE Y. DUHON

Catrina M. Reynolds
(sign)
Catrina M. Reynolds
(print)

NOTARY PUBLIC
STATE OF Texas
My commission expires August 31, 2012
Notary Identification Number or Bar Association Number _____

CATRINA M. REYNOLDS
MY COMMISSION EXPIRES
August 31, 2012

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at 4:00 PM, March, on the ____ **day of** 18 **2010**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

_____
(sign)

_____
(print)

_____
(sign)

_____
(print)

_____
(sign)

_____
(print)

_____
(sign)

_____
(print)

Debra L Brown
(sign)
Debra L Brown
(print)

Tiffany Clark
(sign)
Tiffany Clark
(print)

VENDORS:

_____
ERNIE B. DUHON

_____
BARBARA ANN DUHON DANKS

_____
JOHNETTE Y. DUHON

OH - DL TG661047

Vicky Moss
(sign)
Vicky Moss
(print)

NOTARIAL SEAL STATE OF OHIO

VICKY MOSS
Notary Public
In and for
the State of Ohio
My Commission Expires
Sept. 4, 2013

NOTARY PUBLIC
STATE OF Ohio
My commission expires September 4, 2013
Notary Identification Number or Bar Association Number _____

WITNESSES:

Gloria Bumpus
(sign)
Gloria Bumpus
(print)

Pat Weishampel
(sign)
Pat Weishampel
(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

VENDORS:

Jerome John Scalisi II
JEROME JOHN SCALISI, III

DENNIS NEIL SCALISI

MITCHELL DAVID DUHON, SR.

PAUL ROBERT DUHON

MARJIE CHAMBERS ID #29522 NOTARY PUBLIC CALCASIEU PARISH, LA

Marjie Chambers
(sign)

MARJIE CHAMBERS
(print)

NOTARY PUBLIC
STATE OF LOUISIANA
My commission expires At My Death
Notary Identification Number or Bar Association Number 29522

WITNESSES:

(sign) _____

(print) _____

(sign) _____

(print) _____

Gloria Bumpus
(sign)
Gloria Bumpus
(print)

Pat Weishampel
(sign)
Pat Weishampel
(print)

(sign) _____

(print) _____

(sign) _____

(print) _____

(sign) _____

(print) _____

(sign) _____

(print) _____

VENDORS:

JEROME JOHN SCALISI, III

Dennis Neil Scalisi
DENNIS NEIL SCALISI

MITCHELL DAVID DUHON, SR.

PAUL ROBERT DUHON

MARJIE CHAMBERS
NOTARY PUBLIC
CALCASIEU PARISH, LA

Marjie Chambers
(sign)

MARJIE CHAMBERS
(print)

NOTARY PUBLIC
STATE OF LOUISIANA
My commission expires At My Death
Notary Identification Number or Bar Association Number 29522

WITNESSES:

(sign) _____

(print) _____

(sign) _____

(print) _____

(sign) _____

(print) _____

(sign) _____

(print) _____

Terry Bowers
(sign)
Terry Bowers
(print)

Pat Weishampel
(sign)
Pat Weishampel
(print)

(sign) _____

(print) _____

(sign) _____

(print) _____

VENDORS:

_____
JEROME JOHN SCALISI, III

_____
DENNIS NEIL SCALISI

Mitchell David Duhon Sr.
MITCHELL DAVID DUHON, SR.

_____
PAUL ROBERT DUHON

MARJIE CHAMBERS
NOTARY PUBLIC
CALCASIEU PARISH, LA

Marjie Chambers
(sign)

MARJIE CHAMBERS
(print)

NOTARY PUBLIC
STATE OF LOUISIANA
My commission expires At My Death
Notary Identification Number or Bar Association Number 29522

WITNESSES:

VENDORS:

(sign)

(print)

(sign)

(print)

JEROME JOHN SCALISI, III

(sign)

(print)

(sign)

(print)

DENNIS NEIL SCALISI

(sign)

(print)

(sign)

(print)

(sign)

(print)

MITCHELL DAVID DUHON, SR.

(sign)

(print)

(sign)

(print)

Paul Robert Duhon.

PAUL ROBERT DUHON

Marilyn Hamilton

Sandra Lewis

Sandra Lewis

Mike Hays

(sign)

TERRY MICHAEL HAYS
ATTORNEY / NOTARY PUBLIC
TAMMANY PARISH
LOUISIANA

(print)

NOTARY PUBLIC

STATE OF Louisiana

My commission expires at death

Notary Identification Number or Bar Association Number 06700

WITNESSES:

Gloria Bumpus
(sign)
Gloria Bumpus
(print)

Pat Weishampel
(sign)
Pat Weishampel
(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

VENDORS:

Succession of MITCHEL GIDEON DUHON represented by

Jerome Scalisi Jr.

JEROME SCALISI, JR., Executor, duly authorized herein by the court order annexed hereto

DOUGLAS EMORY WILLIAMS, SR.

THEOS DUHON, JR.

SANDRA DUHON BERNARD

MARJIE CHAMBERS
NOTARY PUBLIC
CALCASIEU PARISH, LA

Marjie Chambers
(sign)

MARJIE CHAMBERS
(print)

NOTARY PUBLIC
STATE OF LOUISIANA
My commission expires At My Death
Notary Identification Number or Bar Association Number 29522

WITNESSES:

Albert Dalomba
(sign)
Albert Dalomba
(print)

(sign)

(print)

(sign)
Jason Daves - Notary Public
(print)

Martha McCraw
(sign)
MARTHA McCRAW
(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

VENDORS:

Succession of MITCHEL GIDEON DUHON represented by

JEROME SCALISI, JR., Executor, duly authorized herein by the court order annexed hereto

DOUGLAS EMORY WILLIAMS, SR.

State of Alabama
County of Mobile
Expiration 11-3-12

THEOS DUHON, JR.

SANDRA DUHON BERNARD

(sign)

(print)

NOTARY PUBLIC
STATE OF _____
My commission expires _____
Notary Identification Number or Bar Association Number _____

WITNESSES:

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

LeAnn Stewart
(sign)
LeAnn Stewart
(print)

Joey Babineaux
(sign)
JOEY BABINEAUX
(print)

(sign)

(print)

(sign)

(print)

VENDORS:

Succession of MITCHEL GIDEON DUHON represented by

JEROME SCALISI, JR., Executor, duly authorized herein by the court order annexed hereto

DOUGLAS EMORY WILLIAMS, SR.

THEOS DUHON, JR.

SANDRA DUHON BERNARD

Debbie K. Savoie
(sign)
Debbie K. Savoie
(print)

NOTARY PUBLIC
STATE OF Louisiana
My commission expires death
Notary Identification Number or Bar Association Number 3541

WITNESSES:

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

Brenda Miller
(sign)
BRENDA MILLER
(print)
Karen B Hutto
(sign)
Karen B. Hutto
(print)

VENDORS:

Succession of MITCHEL GIDEON DUHON represented by

JEROME SCALISI, JR., Executor, duly authorized herein by the court order annexed hereto

DOUGLAS EMORY WILLIAMS, SR.

THEOS DUHON, JR.

Sandra Duhon Bernard
SANDRA DUHON BERNARD

Barbara B. Thompson
(sign)
BARBARA B. THOMPSON
(print)

NOTARY PUBLIC
STATE OF Louisiana
My commission expires Death
Notary Identification Number or Bar Association Number 22604

WITNESSES:

Pamela LeBlanc
(sign)

Pamela LeBlanc
(print)

~~Harold Duhon Jr.~~
(sign)

Eugene Leger Eugene J. Leger
(print)

(sign)

(print)

(sign)

(print)

VENDORS:

Harold Duhon
HAROLD DUHON

DORIS OGEA DUHON

Deborah A. Fontenot
(sign)

Deborah A. Fontenot
(print)

NOTARY PUBLIC
STATE OF Louisiana
My commission expires at my death
Notary Identification Number or Bar Association Number 040863

WITNESSES:

(sign)

(print)

(sign)

(print)

(sign)

(print)

(sign)

(print)

VENDORS:

HAROLD DUHON

DORIS OGEA DUHON

(sign)

(print)

NOTARY PUBLIC

STATE OF LA

My commission expires At Death

Notary Identification Number or Bar Association Number 78020

EXHIBIT A

TRACTS: 101E-1 and 101E-2
Attached to and part of Easement/Servitude Agreement between
ERNIE B. DUHON, et al
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **101E-1**
OWNER: **Ernie B. Duhon, et al**
ACRES: **4.74 ± acres**

A tract or parcel of land located in Sections 3, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at a point common to Sections 34 and 35, Township 12 South, Range 10 West, and Section 3, Township 13 South, Range 10 West, run South 88 degrees 42 minutes 35 seconds East a distance of 68.04 feet, more or less, to the northwest corner of Section 36, Township 13 South, Range 10 West; thence along the West boundary of said Section 36, South 17 degrees 42 minutes 42 seconds West, a distance of 156.97 feet, more or less, to a point on the South right-of-way line for this project; thence along said right-of-way line, North 88 degrees 41 minutes 33 seconds West, a distance of 1350.40 feet, more or less, to a point and corner; thence run North 00 degrees 23 minutes 46 seconds East, a distance of 150.18 feet, more or less, to a point on the south line of said Section 34, Township 12 South, Range 10 West; thence South 88 degrees 42 minutes 35 seconds East, a distance of 1329.08 feet, more or less, to the POINT OF BEGINNING.

The above-described tract or parcel of land contains 4.74 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System – South Zone.

TRACT: **101E-2**
OWNER: **Ernie B. Duhon, et al**
ACRES: **3.67 ± acres**

A tract or parcel of land located in Section 34, Township 12 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at a point common to Sections 34 and 35, Township 12 South, Range 10 West, and Section 3, Township 13 South, Range 10 West, point also being on the centerline of Louisiana Highway No. 27, run North 88 degrees 42 minutes 35 seconds West along the south boundary of Section 34, a distance of 400.00 feet, more or less, to a point and corner; thence North 00 degrees 23 minutes 47 seconds East a distance of 400.00 feet, more or less, to a point and corner; thence South 88 degrees 42 minutes 35 seconds East a distance of 400.00 feet, more or less, to a point on the centerline of said Louisiana Highway No. 27; thence South 00 degrees 23 minutes 47 seconds West, along said Louisiana Highway No. 27, a distance of 400.00 feet, more or less to the POINT OF BEGINNING.

The above-described tract or parcel of land contains 3.67 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System – South Zone.

Letters Testamentary

DUHON, MITCHELL G
VS. 00000048854
SUCCESSION OF

14th Judicial District Court
State of Louisiana
Parish of Calcasieu

TO ALL WHOM IT MAY CONCERN,

GREETINGS:

These are to certify that JEROME SCALISI of said Parish and State, by an order from the Honorable Fourteenth Judicial District Court, in and for said Parish and State dated JULY 16, 2009 was regularly appointed TESTAMENTARY EXECUTOR OF THE SUCCESSION OF MITCHELL G. DUHON of this Parish.

That said JEROME SCALISI has complied with all the previous requirements of the law, and that HE is/are therefore empowered and authorized to do and perform any and all acts pertaining to HIS duties as TESTAMENTRY EXECUTOR as aforesaid.

Witness my hand and seal at Lake Charles, Louisiana, this 28th day of October 2009.

Simone Zartler
Deputy Clerk of Court

A TRUE COPY
Lake Charles, Louisiana
10-28-09
Deputy Clerk of Court
Calcasieu Parish, Louisiana

CMS1077418
Filing Date: 10/28/2009 03:49 PM Page Count: 1
Case Number: 00000048854
Document Name: Letters Testamentary

[File Copy]
CMS0063

SUCCESSION OF	:	14TH JUDICIAL DISTRICT COURT
NO. 48,854	:	PARISH OF CALCASIEU
MITCHELL G. DUHON	:	STATE OF LOUISIANA
FILED: JAN 2 2010	:	Cathey Broussard DEPUTY CLERK

PETITION FOR AUTHORITY TO EXECUTE EASEMENT/SERVITUDE BY TESTAMENTARY EXECUTRIX ON BEHALF OF THE ESTATE OF MITCHELL G. DUHON

The petition of JEROME SCALISI, duly confirmed heretofore in these proceedings by this Honorable Court as the Testamentary Executor of the Estate of Mitchell G. Duhon, through undersigned counsel, respectfully represents:

1.

As will be seen in proceedings filed earlier in this matter, petitioner herein, JEROME SCALISI, is the Testamentary Executor of the estate of Mitchell G. Duhon.

2.

Among the assets of the estate is immovable property situated in Cameron Parish, Louisiana described hereto, to-wit:

> An undivided .1339286% interest in the South Half of the Northeast Quarter (S/2 of NE/4) and the East Half of the Southeast Quarter (E/2 of SE/4) of Section 34, Township 12 South, Range 10 West, Louisiana Meridian.
>
> An undivided .1339286% interest in the East Half of the East Half (E/2 of E/2) of fractional Section 3, Township13 South, Range 10 West.

3.

All of the undivided owners of the above property are presently executing an Easement/Servitude Agreement with the Department of The Army New Orleans District, Corps of Engineers, a copy of which Easement/Servitude Agreement is attached as Exhibit "A".

4.

Prior to his death, Mitchell G. Duhon had made an agreement to execute the Easement/Servitude Agreement; however, he died prior to the circulation of the documents for signatures.

5.

JEROME SCALISI, Testamentary Executor of the estate of Mitchell G. Duhon, seeks authority as Testamentary Executor to execute the Easement/Servitude Agreement on behalf of the Estate of Mitchell Duhon, to receive and receipt for the consideration paid by the and to sign other documents as are necessary and customary in such transfers.

WHEREFORE PETITIONER PRAYS that, as Testamentary Executor he be authorized to do the following:

I. Execute as Testamentary Executor execute an Easement/Servitude Agreement which is attached as Exhibit "A" for the following property owned by the decedent;

A. An undivided .1339286% interest in the South Half of the Northeast Quarter (S/2 of NE/4) and the East Half of the Southeast Quarter (E/2 of SE/4) of Section 34, Township 12 South, Range 10 West, Louisiana Meridian.

B. An undivided .1339286% interest in the East Half of the East Half (E/2 of E/2) of fractional Section 3, Township13 South, Range 10 West.

II. Receive and receipt for the consideration paid by the purchaser, in an amount equal to .1339286% interest in Tract A and Tract B above of $65,000.00 and;

III. Sign other documents as are necessary and customary in such transfers.

By his attorneys,

BAGGETT, MCCALL, BURGESS,
WATSON & GAUGHAN
(A Professional Law Corporation)

BY: Robt C McCall

ROBERT C. MCCALL
3006 Country Club Road
P.O. Drawer 7820
Lake Charles, LA 70606-7820
(337) 478-8888

SUCCESSION OF	:	14TH JUDICIAL DISTRICT COURT
NO. 48,854	:	PARISH OF CALCASIEU
MITCHELL G. DUHON	:	STATE OF LOUISIANA
FILED: JAN 2 2 2010	:	Cathey Brousard DEPUTY CLERK

ORDER

CONSIDERING THE FOREGOING PETITION;

IT IS HEREBY ORDERED, that JEROME SCALISI, Testamentary Executor of the Estate of Mitchell G. Duhon, is hereby authorized to execute the Easement/Servitude Agreement for decedent's property listed below;

A. An undivided .1339286% interest in the South Half of the Northeast Quarter (S/2 of NE/4) and the East Half of the Southeast Quarter (E/2 of SE/4) of Section 34, Township 12 South, Range 10 West, Louisiana Meridian.

B. An undivided .1339286% interest in the East Half of the East Half (E/2 of E/2) of fractional Section 3, Township13 South, Range 10 West.

and to disburse said funds as in accordance with the Last Will and Testament of Mitchell G. Duhon.

THUS DONE IN CHAMBERS at Lake Charles, Louisiana this 22ND day of January, 2010.

/s/ G. MICHAEL CANADAY
FOR: HON. ROBERT WYATT

A TRUE COPY
Lake Charles, Louisiana
Cathey Brousard
Deputy Clerk of Court
Calcasieu Parish, Louisiana
1-22-2010

Coastal Wetlands Planning, Protection, and Restoration Act
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract Nos. 104E-1 and 104E-2

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

> **SUZANNE HAUSER DUHON,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of her social security number is XXX-XX-3585, that she has been married but once and then to Darrell Adam Duhon and whose mailing address is 290 Alladin Road, Hackberry, Louisiana, 70645.
>
> **DARRELL ADAM DUHON,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of his social security number is XXX-XX-6995, that he has been married but once and then to Suzanne Hauser and whose mailing address is 290 Alladin Road, Hackberry, Louisiana, 70645.

(hereinafter referred to as "Grantors"), who declared that for the consideration hereinafter recited, Grantors do by these presents grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Grantors have or may have against all preceding owners and vendors, unto:

> **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396**;

(herein referred to as "Grantee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for

other projects that may need to utilize this right of way, a perpetual and assignable easement/servitude and right-of-way in, on, over and across the land, described as:

TRACT 104E-1, described in Exhibit A and shown on Exhibit C, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline(s); together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline(s), if deemed necessary by the grantee or its assigns, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the vendor, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TRACT 104E-2, described in Exhibit B and shown on Exhibit C, attached hereto and made a part hereof, for use by the grantee, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structure on the land and to perform any other work necessary and incident to the construction of the CWPPRA, Sabine Refuge Marsh Creation Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **TWENTY NINE THOUSAND TWO HUNDRED AND 00/100 ($29,200.00) DOLLARS**, cash, the receipt and sufficiency of which is hereby acknowledged by Grantors and full acquittance and discharge therefore given.

Grantors warrant that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Grantors, and that any and all state, parish and city

taxes, up to and including the taxes due and eligible in the year 2006 are paid in full. Grantor agrees to pay all 2007 taxes in full.

Mortgage and conveyance certificates are waived and the parties hereto release and relieve the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Hackberry **Louisiana**, on the 16 **day of** July **2007**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Donna D. Coco
(sign)

Donna D. Coco
(print)

Troy Fountain
(sign)

TROY FOUNTAIN
(print)

GRANTORS:

Suzanne Hauser Duhon
SUZANNE HAUSER DUHON

Darrell Adam Duhon
DARRELL ADAM DUHON

Carol Fountain
(sign)

CAROL FOUNTAIN
(print)

NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires With life

Notary Identification Number or Bar Association Number 5448

EXHIBIT A

TRACT: 104E-1

Attached to and part of Easement/Servitude Agreement between
SUZANNE HAUSER DUHON and DARRELL ADAM DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **104E-1**
OWNER: **Darrell Adam Duhon, et ux**
ACRES: **1.67 ±**

A tract or parcel of land located in Section 3, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at a point common to Section 34, Township 12 South, Range 10 West, and the centerline of Louisiana Highway No. 664, run South 00 degrees 37 minutes 35 seconds West, a distance of 150.01 feet, more or less, to a point on South Right-of-Way line for this project; thence along said right-of-way line, North 88 degrees 42 minutes 35 seconds West, a distance of 485.21 feet, more or less, to a point and corner; thence run North 00 degrees 37 minutes 35 seconds East, a distance of 150.01 feet, more or less, to a point on the south line of said Section 34 , Township 12 South, Range 10 West; thence South 88 degrees 42 minutes 35 seconds East a distance of 485.21 feet, more or less, to the POINT OF BEGINNING.

The above described tract or parcel of land contains 1.67 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System – South Zone.

EXHIBIT B

TRACT: 104E-2

Attached to and part of Easement/Servitude Agreement between
SUZANNE HAUSER DUHON and DARRELL ADAM DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **104E-2**
OWNER: **Darrell Adam Duhon, et ux**
ACRES: **1.00 ±**

A tract or parcel of land located in Section 34, Township 12 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at a point common to Section 34, Township 12 South, Range 10 West, and the centerline of Louisiana Highway No. 664, run North 88 degrees 42 minutes 35 minutes 35 seconds West, a distance of 100.00 feet, more or less, to a point and corner; thence North 00 degrees 39 minutes 25 seconds East, a distance of 382.30 feet, more or less, to a point on the centerline of a public road; thence along said centerline, North 44 degrees 42 minutes 47 seconds East, a distance of 143.80 feet, more or less, to a point on the centerline of said Louisiana Highway No. 664; thence South 00 degrees 39 minutes 25 seconds East a distance of 486.75 feet more or less, to the POINT OF BEGINNING.

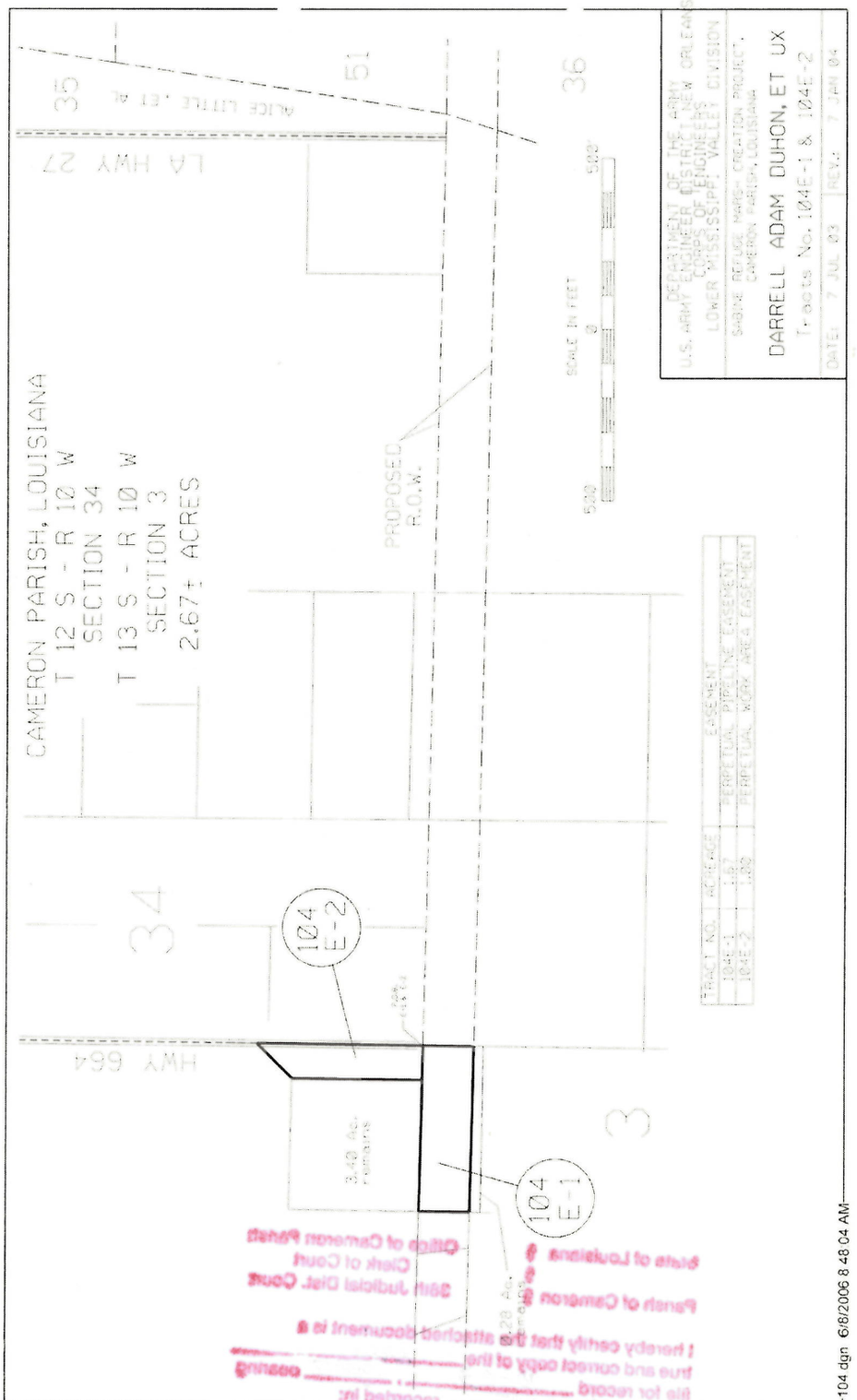
The above described tract or parcel of land contains 1.00 acres, more or less.

The bearings and distances cites herein are based on Louisiana State Plane Coordinate System – South Zone.

EXHIBIT C

TRACT: 104E-1 and 104E-2

Attached to and part of Easement/Servitude Agreement between
SUZANNE HAUSER DUHON and DARRELL ADAM DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES



Coastal Wetlands Planning, Protection, and Restoration Act
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract No. 105E

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

> **BETTY LOUISE RICHIE DUHON,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of her social security number is XXX-XX-5612, that she has been married but once and then to Adam Olazime Duhon, who is deceased, as per JOP at COB 987, folio 569, and whose mailing address is 280 Alladin Road, Hackberry, LA, 70645.

(hereinafter referred to as "Grantor"), who declared that for the consideration hereinafter recited, Grantor does by this present grants, bargains, sells, conveys, transfers, assigns and delivers, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Grantor has or may have against all preceding owners and vendors, unto:

> **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396**;

(herein referred to as "Grantee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for other projects that may need to utilize this right of way, a perpetual

and assignable easement/servitude and right-of-way in, on, over and across the land, described as:

TRACT 105E, as described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline(s); together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline(s), if deemed necessary by the grantee or its assigns, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the grantor, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto the **STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 ($13,500.00) DOLLARS**, cash, the receipt and sufficiency of which is hereby acknowledged by Grantor and full acquittance and discharge therefore given.

Grantor warrants that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Grantor, and that any and all state, parish and city taxes, up to and including the taxes due and eligible in the year 2007 will be paid in full.

Mortgage and conveyance certificates are waived and the party hereto releases and relieves the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at HACKBERRY, **Louisiana, on the** 16 **day of** July **2007**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Donna D. Coco
(sign)

Donna D. Coco
(print)

Troy Fountain
(sign)

TROY FOUNTAIN
(print)

GRANTOR:

Betty Louise Richie Duhon
BETTY LOUISE RICHIE DUHON

Carol Fountain
(sign)

CAROL FOUNTAIN
(print)

NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires Until Life

Notary Identification Number or Bar Association Number 5448

EXHIBIT A

TRACT: 105E

Attached to and part of Easement/Servitude Agreement between
BETTY LOUISE RICHIE DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: 105E (Revised 19 June 2007)
OWNER: Betty Louise Duhon
ACRES: 3.00±

A tract or parcel of land located in Section 3, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 3, Township 13 South, Range 10 West, run South 00 degrees 23 minutes 46 seconds West a distance 16.37 feet, to the Point of Beginning; thence North 42 degrees 31 minutes 21 seconds East a distance of 21.76 feet, more or less, to a point on the south line of Section 34, Township 12 South, Range 10 West; thence along the south line of said Section 34, South 88 degrees 42 minutes 35 seconds East a distance of 836.20 feet, more or less, to a point on the West line of property owned by Deltra Ruth Guidry Meyers, or assigns; thence along said West property line South 00 degrees 37 minutes 35 seconds West a distance of 150.09 feet to a point on the South Right-of-Way for this project; thence along said right-of-way line, North 88 degrees 42 minutes 35 seconds West a distance of 703.46 feet, more or less, to a point and corner; thence South 42 degrees 31 minutes 17 seconds West a distance of 33.47 feet, more or less, to a point and corner; thence North 88 degrees 42 minutes 35 seconds West a distance of 124.28 feet, more or less, to a point on the East property line of the property owned by Tower Land Company, Inc., et al, or assigns; thence along said East property line North 00 degrees 23 minutes 46 seconds East a distance of 158.83 feet to the POINT OF BEGINNING.

The above described tract or parcel of land contains 3.00 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System - South Zone.

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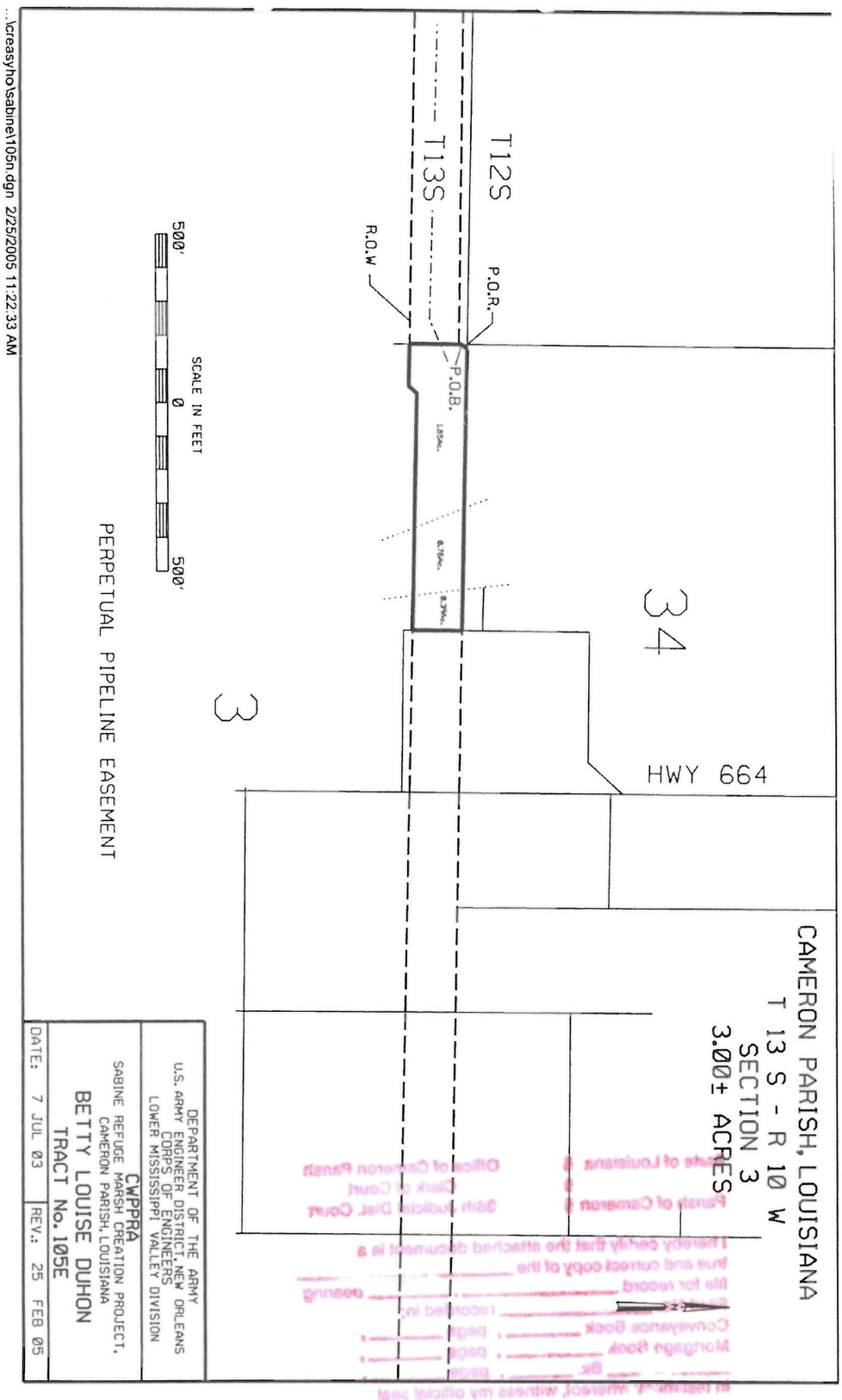
EXHIBIT B

TRACT: 105E

Attached to and part of Easement/Servitude Agreement between
BETTY LOUISE RICHIE DUHON
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES



Coastal Wetlands Planning, Protection, and Restoration Act
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract No. 106E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF CALCASIEU

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

TOWER LAND COMPANY, L.L.C., a Louisiana limited liability company appearing herein by and through **William B. Lawton,** a person of the full age of majority and domiciled in the Parish of Calcasieu, its duly authorized **President,** acting pursuant to an authorized Certificate of Certifying Members and Officers and Certification of Authority which is attached hereto and made a part hereof, whose mailing address is 641 W. Prien Lake Road, Lake Charles, Louisiana 70601, and whose TIN is: XX-XXX5536; and

J. LAWTON COMPANY, L.L.C., a Louisiana limited liability company appearing herein by and through **Jack E. Lawton, Jr.,** a person of the full age of majority and domiciled in the Parish of Calcasieu, its duly authorized **President and Manager,** acting pursuant to an authorized Certificate of Certifying Members and Officers and Certification of Authority which is attached hereto and made a part hereof, whose mailing address is 1409 Kirkman Street, Lake Charles, Louisiana 70601, and whose TIN is: XX-XXX2950; and

(hereinafter referred to as "Vendors"), who declared that for the consideration hereinafter recited, Vendors do by this present grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Vendors have or may have against all preceding owners and vendors, unto:

THE STATE OF LOUISIANA, as represented by the **LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396**;

(herein referred to as "Vendee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for other projects that may be needed to utilize this right of way, a perpetual and assignable easement/servitude and right-of-way in, on, over and across the land, described as:

TRACT 106E, as described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline(s); together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline(s), if deemed necessary by the Vendee or its assigns, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Vendors, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto the **STATE OF LOUISIANA,** as represented by the **LOUISIANA DEPARTMENT OF NATURAL RESOURCES,** and its assigns.

This conveyance is made for and in consideration of the sum of **SEVENTY THREE THOUSAND NINE HUNDRED DOLLARS ($73,900.00)** cash, the receipt and sufficiency of which is hereby acknowledged by Vendors and full acquittance and discharge therefore given.

Vendors warrant that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Vendors, and that any and all state, parish and city taxes, up to and including the taxes due and eligible in the year 2007 will be paid in full.

Mortgage and conveyance certificates are waived and the party hereto releases and relieves the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Lake Charles, Calcasieu Parish, Louisiana, on the 28th day of September 2007, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Vickie Cape
(sign)

Vickie Cape
(print)

Debra Robinson
(sign)

Debra Robinson
(print)

VENDORS:

TOWER LAND COMPANY, L.L.C

By: WILLIAM B. LAWTON

Title: President

Patricia S. Shult
(sign)

Patricia S. Shult
(print)

NOTARY PUBLIC
STATE OF LOUISIANA
My commission expires @death

Notary Identification Number or Bar Association Number 54320

THUS DONE AND SIGNED at Lake Charles, Calcasieu Parish, Louisiana, on the 1st day of October 2007, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Caroline McKim
(sign)

Caroline McKim
(print)

J. LAWTON COMPANY, L.L.C.

By: JACK E. LAWTON, JR.

(sign) **Title: President and Manager**

RANDY BLEDSOE
(print)

(sign)

(print)

NOTARY PUBLIC
STATE OF LOUISIANA

My commission expires _____

Notary Identification Number or Bar Association Number _____

EXHIBIT A

TRACT: 106E

Attached to and part of Easement/Servitude Agreement between
TOWER LAND COMPANY, L.L.C. and J. LAWTON COMPANY, L.L.C.
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: 106E (Revised 19 June 2007)
OWNERS: Tower Land Company, L.L.C. and J. Lawton Company, L.L.C.
ACRES: 27.59±

A tract or parcel of land located in Section 3, 4, and 5, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Commencing at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 3, Township 13 South, Range 10 West, run South 00 degrees 23 minutes 46 seconds West a distance of 16.37 feet, to a point on the Proposed North Right-of-Way for this project, with Louisiana Lambert Coordinates (1983 Datum), X=2632886.48, Y=538399.02, point also being the Point of Beginning; thence continue South 00 degrees 23 minutes 46 seconds West a distance of 148.52 feet, more or less, to a point on the South Right-of-way line for this project; thence South 42 degrees 31 minutes 08 seconds West a distance of 13.75 feet to a point; thence North 89 degree 06 minutes 56 seconds West a distance of 3094 feet, more or less to a point; thence North 88 degrees 26 minutes 33 seconds West a distance of 867.55 feet to a point and corner; thence South 01 degree 33 minutes 27 seconds West a distance of 50.00 feet, to a point and corner; thence North 88 degrees 26 minutes 33 seconds West a distance of 301.31 feet, more or less, to a point and corner; thence North 01 degree 33 minutes 27 seconds East a distance of 50.00 feet, more or less, to a point and corner; thence North 88 degrees 26 minutes 33 seconds West a distance of 242.65 feet, more or less, to a point; thence South 89 degrees 35 minutes 59 seconds West a distance of 3397.39 feet, more or less, to a point on the Sabine National Wildlife Refuge Boundary; thence along said boundary North 01 degrees 23 minutes 47 seconds East a distance of 150.07 feet, more or less, to a point on the proposed North Right-of-way line for this project; thence North 89 degrees 35 minutes 59 seconds East, a distance of 3395.27 feet, more or less, to a point; thence South 88 degrees 26 minutes 33 seconds East, a distance of 546.51 feet, more or less, to a point; thence South 88 degrees 26 minutes 25 seconds East a distance of 866.64 feet, more or less, to a point; thence South 89 degrees 06 minutes 56 seconds East a distance of 3093.90 feet, to a point; thence North 42 degrees 31 minutes 15 seconds East, a distance of 11.75 feet, more or less, to the Point of Beginning.

The above described tract or parcel of land contains 27.59 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System - South Zone.

EXHIBIT B

TRACT: 106E

Attached to and part of Easement/Servitude Agreement between
TOWER LAND COMPANY, L.L.C. and J. LAWTON COMPANY, L.L.C.
and the
THE STATE OF LOUISIANA,
as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES

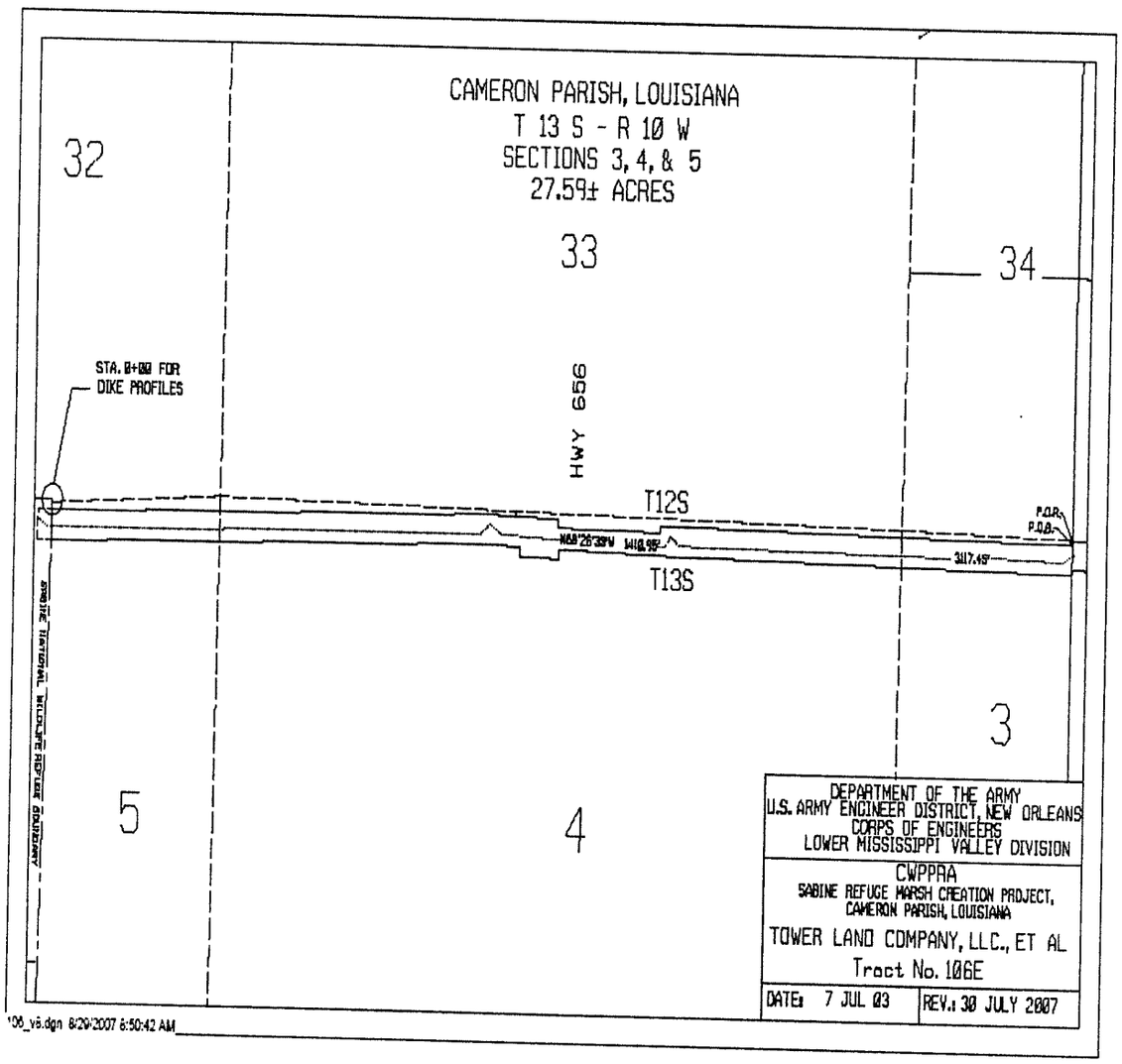
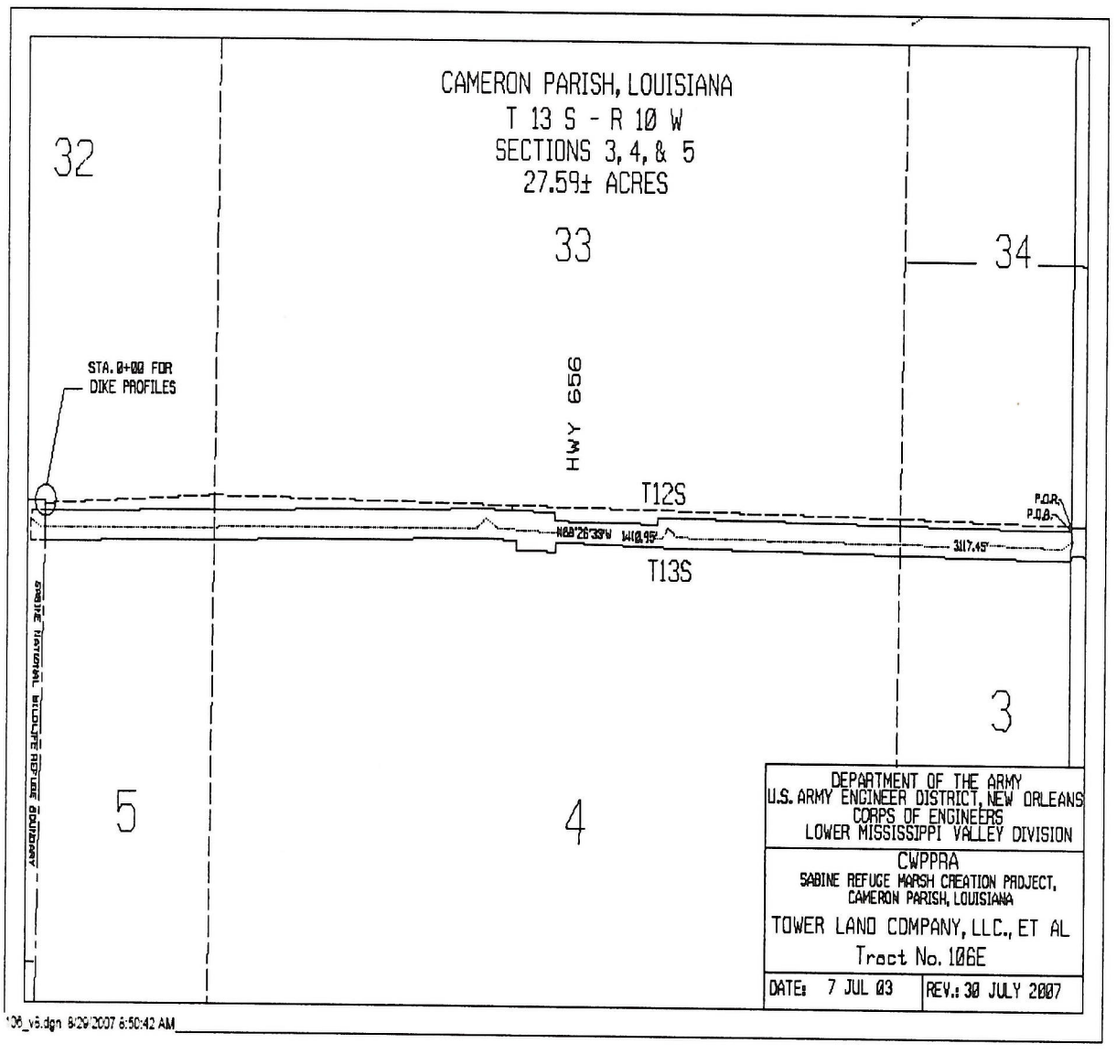


EXHIBIT B

TRACT: 106E

Attached to and part of Easement/Servitude Agreement between
TOWER LAND COMPANY, L.L.C. and J. LAWTON COMPANY, L.L.C.
and the
THE STATE OF LOUISIANA,
as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES



Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA)
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract No. 114E

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

> **DELTRA RUTH GUIDRY MEYERS,** a person of the full age of majority and domiciled in the Parish of Cameron, State of Louisiana, who stated under oath that the last four digits of her social security number are XXX-XX-3652, that she has been married but once and then to Anthony Meyers from whom she is now divorced. Ms. Meyers declared that property made subject to this Easement/Servitude Agreement is separate and inherited property. Ms. Meyers also declared that her current mailing address is 168 Deltra Hardin Road, Hackberry, Louisiana, 70645; and

(hereinafter referred to as "Vendor"), she declared that for the consideration hereinafter recited, Vendor does by these present grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Vendor has or may have against all preceding owners and vendors, unto:

> **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396;**

(herein referred to as "Vendee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for other projects that may need to utilize this right of way, a perpetual

and assignable easement/servitude and right-of-way in, on, over and across the land, described as:

TRACT 114E, described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof, for the location, construction, operation, maintenance, alteration, repair and patrol of a dredged material pipeline(s); together with the right to utilize soil and other material from the land in order to construct or improve a crossing over the pipeline(s), if deemed necessary by the vendee its assigns, and the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the vendor, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto **THE STATE OF LOUISIANA, as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **THIRTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($13,500.00)** cash, the receipt and sufficiency of which is hereby acknowledged by Vendor and full acquittance and discharge therefore given.

Vendor warrants that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Vendor, and that any and all state, parish and city taxes, up to and including the taxes due and eligible in the year 2006 are paid in full. Vendor agrees to pay all 2007 taxes in full.

Mortgage and conveyance certificates are waived and the parties hereto release and relieve the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Hackberry, **Louisiana,** on the 20th **day of** November **2007,** in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

Larry K. Moore
(sign)

Larry K. Moore
(print)

Patricia A. Little
(sign)

Patricia A. Little
(print)

VENDOR:

Deltra Ruth Guidry Meyers
DELTRA RUTH GUIDRY MEYERS

Cecil R. Sanner
(sign)

Cecil R. Sanner, Notary Public
(print)

NOTARY PUBLIC

STATE OF LOUISIANA

My commission expires at death

Notary Identification Number or Bar Association Number 7992

EXHIBIT A

TRACT: 114E

Attached to and part of Easement/Servitude Agreement between
DELTRA RUTH GUIDRY MEYERS
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: **114E**
OWNER: **Deltra Ruth Guidry Meyers**
ACRES: **2.29 ± acres**

A tract or parcel of land located in Section 3, Township 13 South, Range 10 West, Cameron Parish, Louisiana, and more particularly described as follows:

Beginning at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 3, Township 13 South, Range 10 West, run South 00 degrees 23 minutes 46 seconds West a distance 150.01 feet, to a point on the South Right-of-Way line for this project; thence North 88 degrees 42 minutes 35 seconds West a distance of 666.53 feet, more or less, to a point and corner; thence North 00 degrees 37 minutes 35 seconds East a distance of 150.01 feet to a point on the north line of said Section 3; thence South 88 degrees 42 minutes 35 seconds East a distance of 665.93 feet, more or less, to the POINT OF BEGINNING.

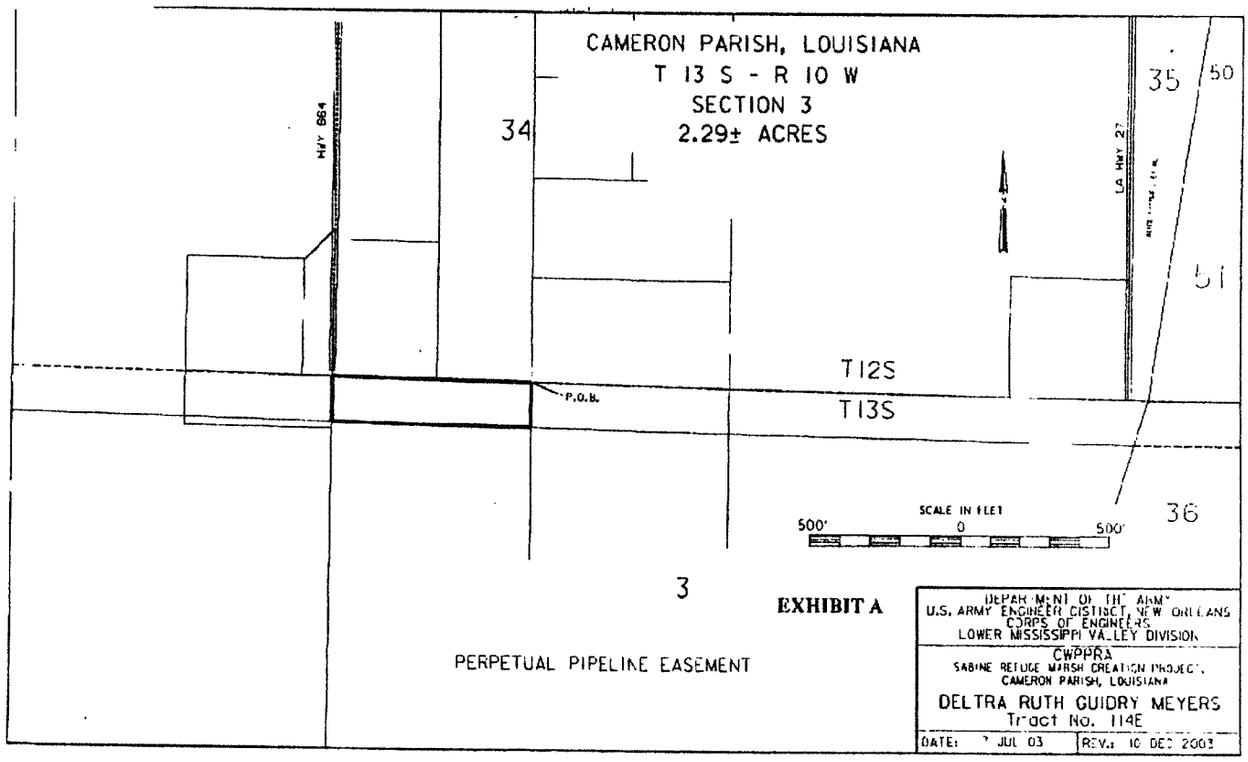
The above described tract or parcel of land contains 2.29 acres, more or less.

The bearings and distances cited herein are based on Louisiana State Plane Coordinate System - South Zone.

EXHIBIT B

TRACT: 114E

Attached to and part of Easement/Servitude Agreement between
DELTRA RUTH GUIDRY MEYERS
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES



State of Louisiana §
§
Parish of Cameron §

Office of Cameron Parish
Clerk of Court
38th Judicial Dist. Court

I hereby certify that the attached document is a true and correct copy of the Easement as recorded Dec 6 2007 bearing File No 306146 recorded in;
Conveyance Book _____, page _____;
Mortgage Book _____, page _____;
_____ Bk. _____, page _____;
In testimony whereof, witness my official seal on Dec 6 2007.

By: Agathia P. [illegible]
Deputy Clerk of Court

Coastal Wetlands Planning, Protection, and Restoration Act
Sabine Refuge Marsh Creation Project
Cameron Parish, Louisiana
Tract No. 119E

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF CAMERON

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the date, at the place and before the undersigned witness and Notary Public, duly commissioned and qualified in and for the Parish and State indicated, personally came and appeared:

> **CAMERON PARISH SCHOOL BOARD,** a government entity of the State of Louisiana, whose mailing address is Post Office Box 1548, Cameron, Louisiana 70631 and whose Tax Identification Number is XX-XXX9251, appearing herein through and represented by **STEPHANIE D. RODRIGUE**, its **SUPERINTENDENT,** acting pursuant to an authorized Resolution of the Cameron Parish School Board an original of which is attached hereto and made a part hereof;

(hereinafter referred to as "Vendor"), who declared that for the consideration hereinafter recited, Vendor does by this present grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Vendor has or may have against all preceding owners and vendors, unto:

> **THE STATE OF LOUISIANA,** as represented by the **LOUISIANA DEPARTMENT OF NATURAL RESOURCES** and it assigns, whose present mailing address is **P.O. Box 94396, Baton Rouge, LA 70804-9396**;

(herein referred to as "Vendee"), in connection with the Coastal Wetlands Planning, Protection and Restoration Act, Sabine Refuge Marsh Creation Project, Cameron Parish, Louisiana, and for other projects that may be needed to utilize this right of way, a

25-year assignable right, servitude and easement, beginning on January 29, 2007, in, on, over and across those lands described as:

TRACT 119E in Exhibit A and shown on Exhibit B attached hereto and made a part hereof, to construct, operate and maintain the creation and/or restoration of wetlands and associated coastal habitats on the land hereinafter described, including the right to deposit dredged material sediment or other beneficial materials thereon; to construct dikes and to install, alter, relocate, repair or plug cuts in the banks of said dikes; to accomplish any alterations of contours on said land for the purpose of accommodating the deposition of dredged and/or other beneficial materials as necessary in connection with such works; to clear, trim, cut, fell, and remove therefrom any or all trees, timber, underbrush, obstructions and any other vegetation, structures, or obstacles as required in connection with said work; to clear, borrow, excavate and remove therefrom all soil, dirt and any other materials, including dredged material, as required in connection with said work; to construct, operate and maintain pipelines to transport and/or deposit dredged and/or other beneficial material on said lands; to place, move and utilize machinery necessary and useful in the operation of such pipelines; to place, move and utilize other equipment useful in the control of the such material and effluent; to plant or cause the growth of vegetation on said land; and to create, restore, nourish and enhance the wetlands and associated coastal habitats in, over, across and upon the said lands; provided that no structures for human habitation shall be constructed or maintained on the land, and that no other structures shall be constructed or maintained on the land without the prior written approval of the State of Louisiana, as represented by the Louisiana Department of Natural Resources, or authorized representative, and that no excavation shall be conducted and no disposal of any kind placed on the land without such written approval, including approval of the location and method of excavation and/or placement of disposal; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the Grantor, its successors and

assigns, all such rights and privileges in said land as may be used and enjoyed without interfering with or abridging the use of the project for the purposes authorized by Congress or the rights, servitudes and easements hereby acquired, including the right to remove the dike at the end of the twenty-five year term, given the fact that the State of Louisiana does not plan to remove the dike at end of the term of this easement/servitude, and expressly excepting and excluding from the taking all oil, gas and other minerals in and under said land and all appurtenant rights used in connection with the exploration, development, production and removal of said oil, gas and other minerals but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said oil, gas and other minerals.

TO HAVE AND TO HOLD the rights, servitude and easement hereby conveyed unto the **STATE OF LOUISIANA,** as represented by the **LOUISIANA DEPARTMENT OF NATURAL RESOURCES**, and its assigns.

This conveyance is made for and in consideration of the sum of **TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00)** cash, the receipt and sufficiency of which is hereby acknowledged by Vendor and full acquittance and discharge therefore given.

Vendor acknowledges that construction of a dike commenced on the land and property made the subject of this Easement/Servitude Agreement on or about January 29, 2007, and that the rights acquired herein commenced at that date.

Vendor further acknowledges and agrees that payment of the same consideration previously recited hereinabove, that being, the full and true sum of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00)** cash, further constitutes a total and complete payment of any and all compensation arising out of, caused by and/or related to the commandeering, use and/or possession of that land and real property described herein reckoning from the date of January 29, 2007 including any and all damages and losses to any and all improvements and/or structures appertaining thereto.

Accordingly, Vendor additionally agrees that for and in consideration of the payment of the same sum of money recited hereinabove, she totally and unconditionally releases, discharges and forever acquits the State of Louisiana and the United States of America, their representatives, employees, departments, contractors, agencies and agents and any and all other parties, persons or concerns, whether named or unnamed herein, and whether governmental or non-governmental, of and from any and all claims, actions and/or demands to pay compensation for the use and/or possession of said land and real property, including any and all claims for damages and losses to any and all improvements and/or structures appertaining thereto, arising out of the exercise or implementation of the work.

Vendor warrants that the land herein conveyed and the land over which the rights and easement/servitude are conveyed is owned by Vendor, and that any and all state, parish and city taxes, up to and including the taxes due and eligible in the year 2007 will be paid in full.

Mortgage and conveyance certificates are waived and the party hereto releases and relieves the undersigned notary and the attorney closing this transaction from any and all liability and/or responsibility in connection with the non-production thereof and the preparation and execution of this Easement/Servitude Agreement.

This Easement/Servitude Agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument having full force and effect as a whole.

THUS DONE AND SIGNED at Lake Charles **, Louisiana, on the** 23rd **day of** June **2008**, in the presence of the two undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary.

WITNESSES:

(sign)

Marjie Chambers
(print)

(sign)

Terry Bowers
(print)

VENDOR:

CAMERON PARISH SCHOOL BOARD

By: STEPHANIE D. RODRIGUE
Superintendent

(sign)

CECIL R. SANNER
(print)

NOTARY PUBLIC
STATE OF LOUISIANA

My commission expires At My Death

Notary Identification Number or Bar Association Number 7992

EXHIBIT A

TRACT: 119E

Attached to and part of Easement/Servitude Agreement between
CAMERON PARISH SCHOOL BOARD
and the
THE STATE OF LOUISIANA,
as represented by the
LOUISIANA DEPARTMENT OF NATURAL RESOURCES

COASTAL WETLANDS PLANNING,
PROTECTION AND RESTORATION ACT
SABINE REFUGE MARSH CREATION PROJECT
CAMERON PARISH, LOUISIANA

TRACT: 119E
OWNERS: Cameron Parish School Board
ACRES: 15.43 more or less (or 672,154.26 square feet)

A tract of land together with any and all buildings, improvements and appurtenances thereon, located in Section 16, Township 13 South, Range 10 West, Cameron Parish, Louisiana, being more particularly described as follows:

For a POINT OF BEGINNING (P.O.B.), commence at the Northwest corner of Section 16, Township 13 South, Range 10 East, also being a point on the Sabine National Wildlife Refuge boundary, having coordinate values of x = 2626137.56 and y = 527994.58.

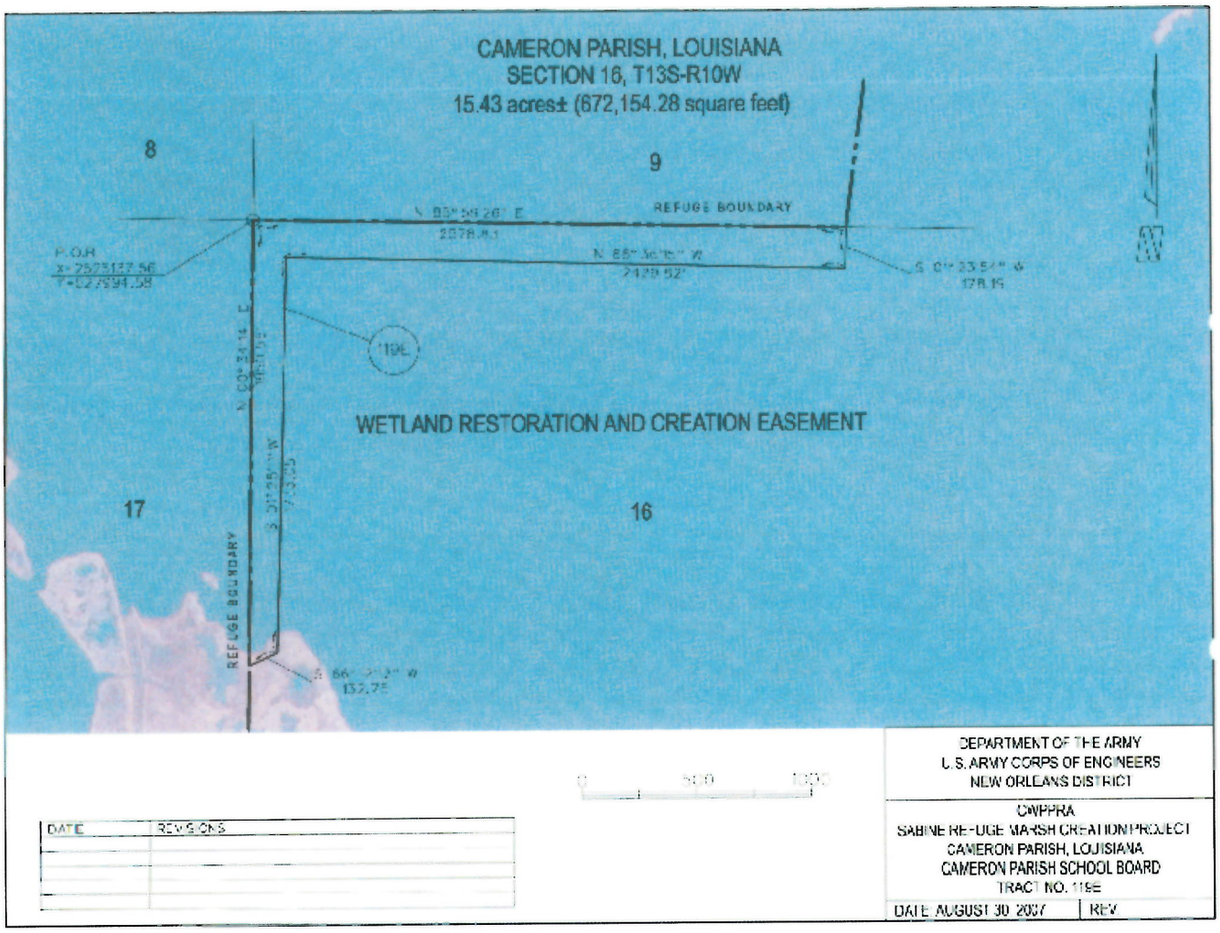
From the POINT OF BEGINNING, run North 88 degrees, 59 minutes, 26 seconds East, a distance of 2578.83 feet; thence run South 01 degrees, 23 minutes, 54 seconds West, a distance of 178.19 feet; thence run North 88 degrees, 36 minutes, 15 seconds West, a distance of 2429.82; thence run South 01 degrees, 25 minutes, 11 seconds West, a distance of 1733.05 feet; thence run South 66 degrees, 12 minutes, 12 seconds West, a distance of 132.75 feet; thence run North 00 degrees, 34 minutes, 14 seconds East, a distance of 1950.55 feet to the point of beginning.

The above described tract contains 15.43 acres, more or less.

EXHIBIT B

TRACT: 119E

Attached to and part of Easement/Servitude Agreement between
CAMERON PARISH SCHOOL BOARD
and the
THE STATE OF LOUISIANA,
as represented by the LOUISIANA DEPARTMENT OF NATURAL RESOURCES



119E.dgn 8/31/2007 2:11:23 PM

Exhibit B1

State of Louisiana §
§
Parish of Cameron §

Office of Cameron Parish
Clerk of Court
38th Judicial Dist. Court

I hereby certify that the attacned document is a
true and correct copy of the orig
file for record 07-28, 2008 bearing
Filed No 311985 recorded in;
Conveyance Book ✓, page _____,
Mortgage Book _____, page _____,
_____ Bk. _____, page _____,
In testimony whereof, witness my official seal
on 07-28, 2008.

By: Susan Racca
Deputy Clerk of Court

RESOLUTION
CAMERON PARISH SCHOOL BOARD

Upon motion duly made and seconded, the Members of the School Board of Cameron Parish, unanimously adopted the following resolution to wit:

RESOLVED, that Stephanie D. Rodrigue, Superintendent, Cameron Parish School Board, be and is hereby authorized and empowered for and on behalf of the Cameron Parish School Board to sign an, Offer to Sell Easement/Servitude for Tract 119E with the United States Department of Army, with the understanding that this easement/servitude, as noted below, will be acquired in the name of the State, as represented by the Louisiana Department of Natural Resources, on the following described property, to wit:

FILED AND RECORDED
CAMERON PARISH, LA.
2008 AUG 18 PM 1 24
CARL E. BROUSSARD
CLERK OF COURT
& RECORDER

FILE # 312278

Conveyance

A tract of land together with any and all buildings, improvements and appurtenances thereon, located in Section 16, Township 13 South, Range 10 West, Cameron Parish, Louisiana, being more particularly described as follows:

For a POINT OF BEGINNING (P.O.B.), commence at the Northwest corner of Section 16, Township 13 South, Range 10 East, also being a point on the Sabine National Wildlife Refuge boundary, having coordinate values of x = 2626137.56 and y = 527994.58.

From the POINT OF BEGINNING, run North 88 degrees, 59 minutes, 26 seconds East, a distance of 2578.83 feet; thence run South 01 degrees, 23 minutes, 54 seconds West, a distance of 178.19 feet; thence run North 88 degrees, 36 minutes, 15 seconds West, a distance of 2429.82; thence run South 01 degrees, 25 minutes, 11 seconds West, a distance of 1733.05 feet; thence run South 66 degrees, 12 minutes, 12 seconds West, a distance of 132.75 feet; thence run North 00 degrees, 34 minutes, 14 seconds East, a distance of 1950.55 feet to the point of beginning.

The above described tract contains 15.43 acres, more or less.

BE IT FURTHER RESOLVED that Stephanie D. Rodrigue is hereby authorized and empowered to execute said sale containing such terms, conditions and provisions, as in her absolute discretion may seem necessary and advisable and to execute on behalf of the Cameron Parish School Board any and all documents associated with the sale of easement/servitude over said property.

CERTIFICATE

I, Dwayne Sanner, President of Cameron Parish School Board do certify that the above and foregoing to be a true and correct excerpt from the minutes of the meeting of the monthly Cameron Parish School Board Meeting duly and legally called, convened and held at Creole, Louisiana on the 10th day of March, 2008, whereas all of the members of the Board were present and voting and that the same has not been revoked or rescinded.

Witness my official signature and the seal of said Members of the Cameron Parish School Board, Creole, Louisiana this 10th day of March 2008.

Cameron Parish School Board
President

State of Louisiana §
§
Parish of Cameron §

Office of Cameron Parish
Clerk of Court
38th Judicial Dist. Court

I hereby certify that the attached document is a true and correct copy of the _____ file for record 8-18, 08 bearing Filed No. 312278 recorded in;
Conveyance Book ✓, page _____,
Mortgage Book _____, page _____,
_____ Bk. _____, page _____,
In testimony whereof, witness my official seal on 8-18, 08.

By: Samantha Aunt
Deputy Clerk of Court



seg1_v8.dgn 1/15/2014 3:48:57 PM

APPENDIX E: PERMITS OBTAINED BY OWNER

JEFF LANDRY
GOVERNOR

DUSTIN H. DAVIDSON
SECRETARY

DEPARTMENT OF CONSERVATION AND ENERGY

March 16, 2026

Brent Bouy
Coastal Protection and Restoration Authority
635 Cajundome Boulevard
Lafayette, Louisiana 70506
Via e-mail: Brent.Bouy2@la.gov

RE: **C20260032 (P20260131),** Coastal Zone Consistency
Coastal Protection and Restoration Authority
Corps of Engineers, New Orleans District
Federal License or Permit
Sabine Refuge Marsh Creation Project (CS-28-2)) Cycle II, Permanent Sediment Pipeline Inspection
Cameron Parish, Louisiana

Dear Mr. Bouy:

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

If you have any questions concerning this determination, please contact Jim Bondy of the Consistency Section at (225) 342-3870 or James.Bondy@la.gov.

Sincerely yours,

/S/ Charles Reulet
Administrator

CR/MH/jab

cc: Dave Butler, LDWF
Sarah Droddy, OCM FI
Kara Bonsall, Cameron Parish
Wade Hamilton, C. H. Fenstermaker& Associates

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS LA 70118-3651

March 25, 2026

Regulatory Division
Western Evaluation Branch

SUBJECT: MVN-2026-00181-WB

State Of Louisiana - CPRA
Post Office Box 44027
Baton Rouge, Louisiana 70804

Gentlemen:

The proposed work, to inspect an existing sediment pipeline for the Sabine Refuge Marsh Creation Project (CS-28-2) Cycle II located in Cameron Parish, Louisiana, as shown on the enclosed drawings, is authorized under **Category I** of the **Programmatic General Permit**, provided that all conditions of the permit are met.

This authorization has a blanket water quality certification from the Louisiana Department of Environmental Quality (DEQ); therefore, no additional authorization from DEQ is required.

However, prior to commencing work on your project, you must obtain approvals from state and local agencies as required by law and by terms of this permit. These approvals include, but are not limited to, a permit, consistency determination or determination of “no direct or significant impact (NDSI) on coastal waters” from the Louisiana Department of Conservation and Energy, Office of Permitting and Compliance.

In addition to the attached PGP standard conditions, the following special conditions are being made a part of this authorization:

1.The permittee shall adhere to the attached special conditions for the West Indian Manatee to avoid and minimize potential impacts to the species.

2. The permittee is advised of the requirements set forth in the attached **408 Memorandum for Record** and the associated special conditions. All responsibilities and compliance related to the subject conditions are hereby directed to and have oversight by the USACE Navigation Office, Operations Manager, ODK-W, Tracy Falk, with this District. Should you have any questions on the requirements and restrictions stipulated, you shall contact the specified Operations Manager, who may be reached at 504-862-2971 or Tracy.A.Falk@usace.army.mil.

3. Permittees that discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the permitted activity must immediately notify the US Army Corps of Engineers, New Orleans District Regulatory Division (CEMVN-RG), halt all construction activity at the location of discovery, and avoid construction activities within a fifty (50) foot buffer zone of the location of discovery until the required coordination has been completed. CEMVN-RG will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If abandoned cemeteries, unmarked graves, or human remains are discovered during the permitted activity, the permittee will stop work immediately and comply with the Louisiana Unmarked Human Burial Sites Preservation Act (La. R.S. 8:671 et seq.). The permittee will notify local law enforcement, CEMVN-RG, and the Louisiana Division of Archaeology (LDOA), within the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, by telephone at 225-342-8170 to assess the nature and age of the human skeletal remains within twenty-four (24) hours of the discovery of unmarked human remains and will accompany local law enforcement personnel during all field investigations. If the appropriate local law enforcement official determines that the remains are not a crime scene, and the remains are more than 50 years old, LDOA has jurisdiction over the remains. In no instance will human remains be removed from the discovery site until jurisdiction is established. In cases where the LDOA assumes jurisdiction and the remains are determined to be American Indian, LDOA will consult with Tribes, CEMVN-RG, and the permittee to determine the appropriate course of action.

5. The permittee shall restore the contours and conditions of any jurisdictional wetlands impacted during work activities, unless otherwise considered and authorized herein.

6. Work and project implementation shall be done in accordance with the approved plans and shall be confined to the permitted work area(s) represented within the attached drawings. If the authorized project requires modifications to the present plan, the permittee shall obtain a permit amendment and/or separate review and decision on the changes from this office, prior to commencement of those alterations. Additionally, the permittee is responsible for ensuring that any contractors and/or workers associated with project construction and implementation are equally aware of the authorized plans, conditions, and restrictions associated with this approval.

This approval to perform work is valid for **5 years** from the date of this letter.

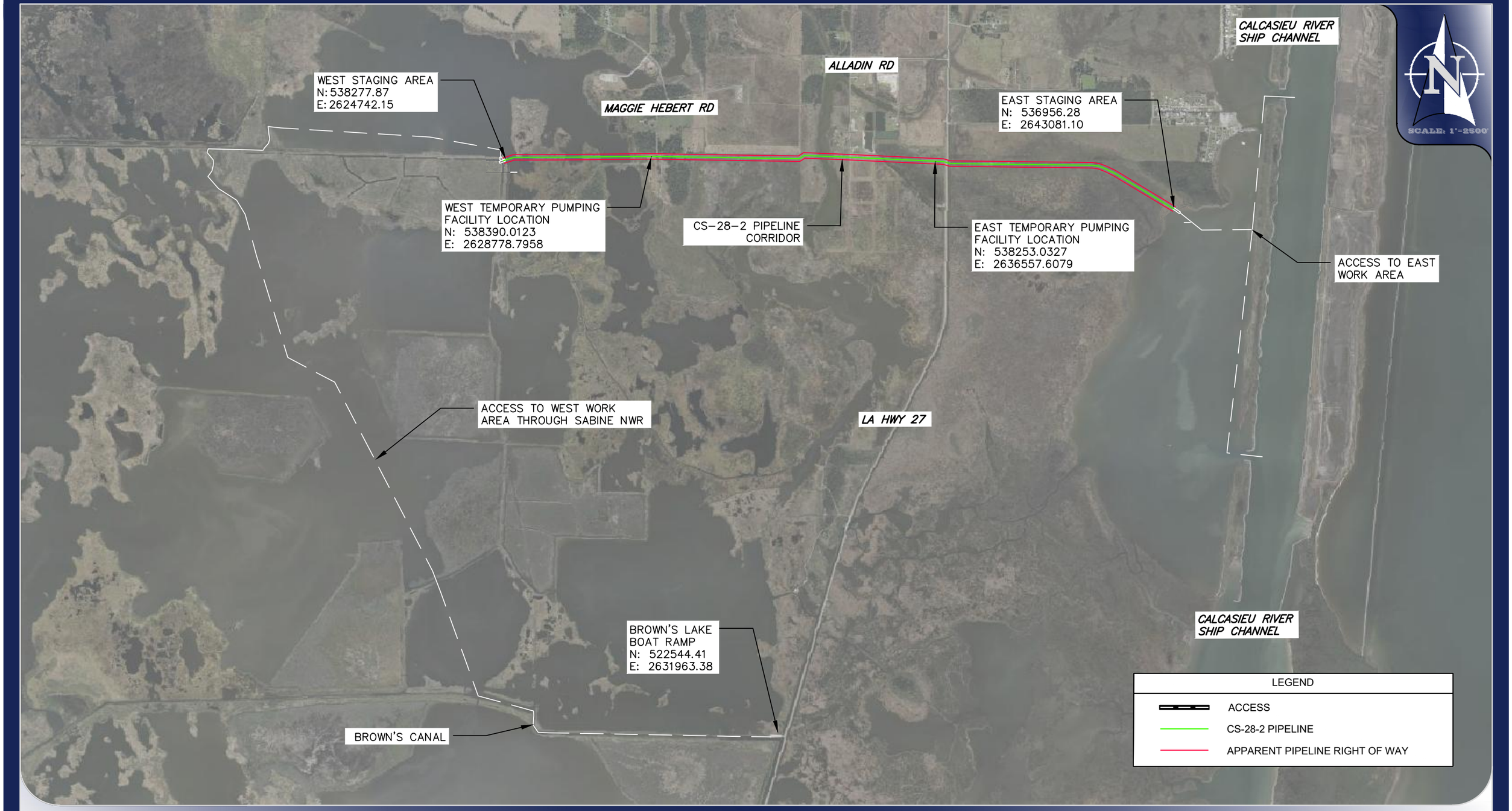
Permittee is aware that this office may reevaluate its decision on this permit at any time the circumstances warrant.

Should you have any further questions concerning this matter, please contact Darlene Herman of this office at (504) 862-1705 or darlene.c.herman@usace.army.mil.

Sincerely,

for Shawn Vicknair
Chief, Regulatory Division

Enclosures



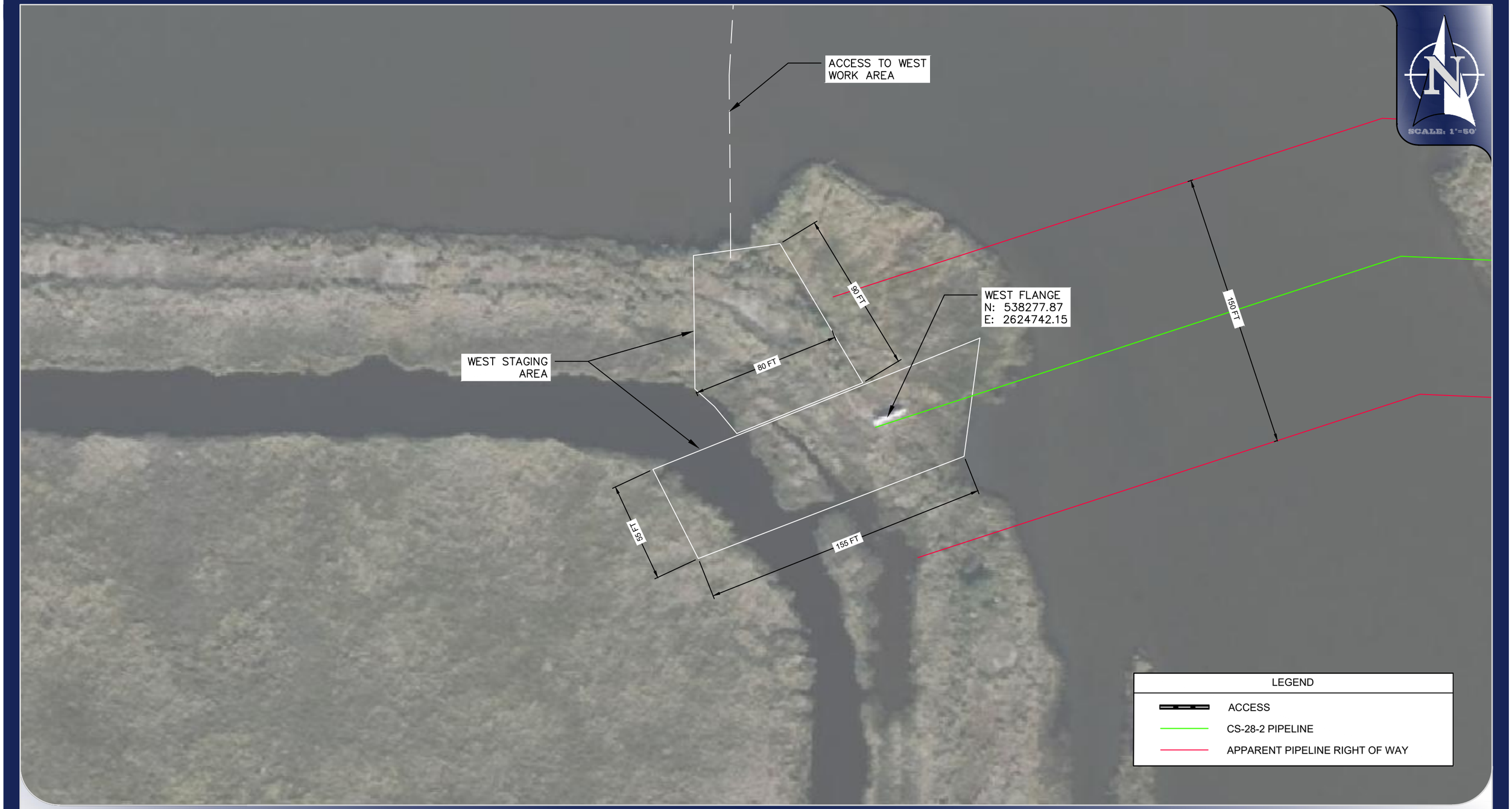
FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square • Lafayette, La. 70508
Phone: (337) 237-2200

Sabine Refuge Marsh Creation (CS-28-2)
Cycle II, Permanent Pipeline
FIGURE 1

PRELIMINARY

THESE PLANS ARE INTENDED EXCLUSIVELY FOR THE PURPOSE OF OBTAINING ENVIRONMENTAL COMPLIANCE PERMITS AND ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES OR ENGINEERING DESIGN

ENGINEER: DANIEL D. DEHON
LICENSE NUMBER: 40161



FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square • Lafayette, La. 70508
Phone: (337) 237-2200

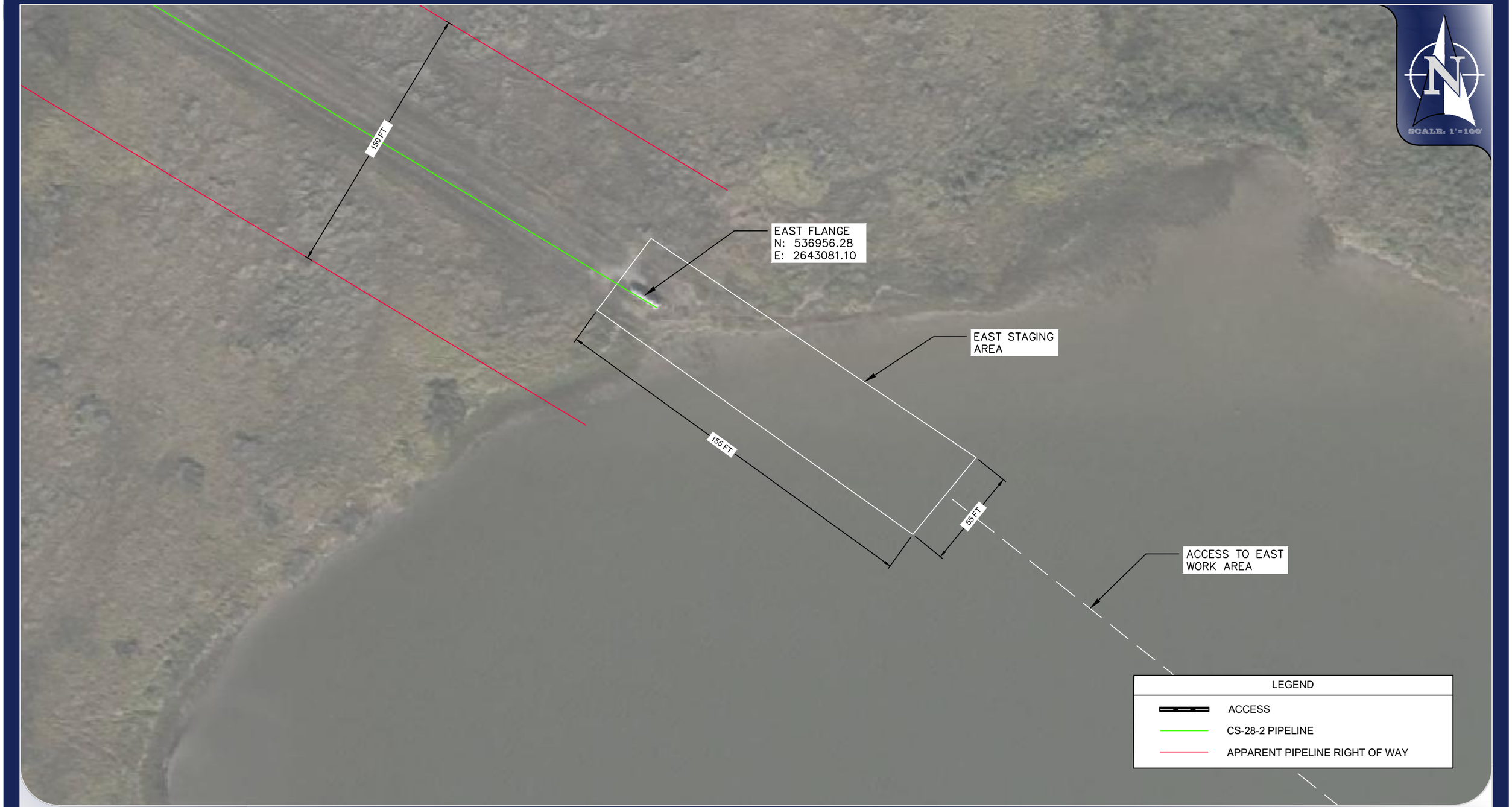
Sabine Refuge Marsh Creation (CS-28-2) Cycle II, Permanent Pipeline

FIGURE 2

PRELIMINARY

THESE PLANS ARE INTENDED EXCLUSIVELY FOR THE PURPOSE OF OBTAINING ENVIRONMENTAL COMPLIANCE PERMITS AND ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES OR ENGINEERING DESIGN

ENGINEER: DANIEL D. DEHON
LICENSE NUMBER: 40161



FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square • Lafayette, La. 70508
Phone: (337) 237-2200

Sabine Refuge Marsh Creation (CS-28-2) Cycle II, Permanent Pipeline

FIGURE 3

PRELIMINARY

THESE PLANS ARE INTENDED EXCLUSIVELY FOR THE PURPOSE OF OBTAINING ENVIRONMENTAL COMPLIANCE PERMITS AND ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES OR ENGINEERING DESIGN

ENGINEER: DANIEL D. DEHON
LICENSE NUMBER: 40161

SCALE: 1"=100'

GENERAL NOTES

1. THE CONTRACTOR SHALL NOT, AT ANY TIME, TREAD ON EXISTING VEGETATED WETLANDS EXTERNAL TO THE PROJECT SITE UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NAVIGATING WITHIN THE LIMITS OF THE PROJECT SITE. THE ENGINEER OR REPRESENTATIVE SHALL MONITOR THE CONTRACTOR'S LOCATION DURING CONSTRUCTION.

3. THE EQUIPMENT SHALL ACCESS THE PROJECT SITE THROUGH NAVIGABLE WATERWAYS AND SHALL NOT DISTURB EXISTING WATER BOTTOMS UNLESS OTHERWISE NOTED. EQUIPMENT WILL INGRESS AND EGRESS WITHIN IDENTIFIED CHANNELS AND SHALL NOT TRACK NOR DISTURB MARSH. CONTRACTOR IS TO ADHERE TO SPECIFIED ACCESS ROUTES IN THE SABINE NATIONAL WILDLIFE REFUGE SPECIAL USE PERMIT G2025-23.

4. ALL ELEVATIONS ARE GIVEN IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) GEOID 12B U.S. SURVEY FEET. ALL HORIZONTAL COORDINATES ARE GIVEN IN THE NORTH AMERICAN DATUM OF 1983 (NAD 83, LOUISIANA STATE PLANE SOUTH ZONE U.S. FEET).

NDSI NOTES

1. AS-BUILT DRAWINGS AND/OR PLATS SHALL HAVE WRITTEN ON THEM THE DATE OF COMPLETION OF SAID ACTIVITIES AND SHALL BE SUBMITTED TO THE LOUISIANA DEPARTMENT OF CONSERVATION AND ENERGY, OFFICE OF COASTAL MANAGEMENT, P. O. BOX 44487, BATON ROUGE, LA 70804-4487 WITHIN 30 DAYS FOLLOWING PROJECT COMPLETION.

2. ALL STRUCTURES BUILT UNDER THE AUTHORIZATION AND CONDITIONS OF THIS PERMIT SHALL BE REMOVED FROM THE SITE WITHIN 120 DAYS OF ABANDONMENT OF THE FACILITIES FOR THE HEREIN PERMITTED USE, OR WHEN THESE STRUCTURES FALL INTO A STATE OF DISREPAIR SUCH THAT THEY CAN NO LONGER FUNCTION AS INTENDED. THIS CONDITION DOES NOT PRECLUDE THE NECESSITY FOR REVISING THE CURRENT PERMIT OR OBTAINING A SEPARATE COASTAL USE PERMIT, SHOULD ONE BE REQUIRED, FOR SUCH REMOVAL ACTIVITIES.

3. STRUCTURES MUST ALSO BE MARKED/LIGHTED IN ACCORDANCE WITH U. S. COAST GUARD REGULATIONS.

4. IN ORDER TO ENSURE THE SAFETY OF ALL PARTIES, THE PERMITTEE SHALL CONTACT THE LOUISIANA ONE CALL SYSTEM (1-800-272-3020) A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION (DIGGING, DREDGING, JETTING, ETC.) OR DEMOLITION ACTIVITY.

FENSTERMAKER
C. H. Fenstermaker & Associates, L.L.C.
135 Regency Square • Lafayette, La. 70508
Phone: (337) 237-2200

Sabine Refuge Marsh Creation (CS-28-2)
Cycle II, Permanent Pipeline
NOTES

PRELIMINARY

THESE PLANS ARE INTENDED EXCLUSIVELY FOR THE PURPOSE OF OBTAINING ENVIRONMENTAL COMPLIANCE PERMITS AND ARE NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES OR ENGINEERING DESIGN

ENGINEER: DANIEL D. DEHON
LICENSE NUMBER: 40161

CEMVN-ODK-W 24 March 2026

MEMORANDUM FOR RECORD: Chief, Regulatory Branch ATTN: Herman

SUBJECT: MFR IN ACCORDANCE WITH EC 1165-2-220, APPENDIX G – State of Louisiana- CPRA MVN 2026-00181 WB

1. The Operations Manager for Calcasieu River, navigation project, has reviewed the application from Fenstermaker & Associates L.L.C.to the proposed project involves inline inspection of an existing permanent sediment pipeline operated by CPRA. The inline inspection will specifically be a Smart Pipeline Inspection Gauge (Smart PIG) test. The Permanent Pipeline is near Mile Marker 12.5 on the Calcasieu River Ship Channel. The East Shore connection is within Joes Cove, and the West connection is on the Northeast corner of Sabine National Wildlife Refuge.

2. It has been determined that the subject application is within the Calcasieu Federal navigation servitude but is outside of the navigation fairway limits. Therefore, this request has no impact to the usefulness of the project and will not be injurious to the public interest.

   The scope of this analysis for Section 408 evaluation is limited to the federal limits of the Federal Navigation Channel.

3. CEMVN-ODK-W has no objections to the subject request provided the following navigation conditions are included as part of the Section 10 permit documents as well as the standard Section 408 permit conditions as per EC 1165-2-220, APPENDIX K (enclosed):

   PROJECT- SPECIFIC CONDITIONS:
   This inspection is being done in advance of an upcoming USACE-CPRA project that is not included in the scope of this permit. As part of the Smart PIG, crews will access the two blind flange connections for the pipeline by barge using the indicated marine access routes. Two temporary staging and work areas will be established at each blind flange connection. Board mats will be temporarily installed to protect the marsh habitat while testing equipment is mobilized on site within the designated staging areas on the permit.

   a. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

   b. The applicant will, at his or her expense, install and maintain any safety light, signals, and signs prescribed by the United States Coast Guard, through regulations or otherwise, on authorized facilities or on equipment used in performing work under the authorization.

   c. If the authorized project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.,) in the waterway, the applicant is advised to notify the appropriate Captain of the Port so that a Notice to Mariners, if required, may be provided about one month before you plan to start work. Contact information for the local Captain of the Port's offices may be located at https://homeport.uscg.mil under "port directory". In addition, a copy of your permit approval and drawings should be mailed to LT Christopher Payne, Waterways Management Division, Marine Safety Unit, Lake Charles, LA 70601, or emailed to christopher.j.payne@uscg.mil. Telephone inquiries can be directed to Christopher Payne- 337-912-0073.

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

4. The above Section 408 special conditions and standard conditions enclosed are enforceable by the USACE Navigation Manager for the Calcasieu Federal Project as per Appendix G, EC 1165-2-220. The point of contact for enforcing such Section 408 conditions in the Section 10 permit is Tracy Falk, at 504-862-2971.

5. If there are any questions regarding these conditions, please contact James LaFleur at 337-529-7510

LAFLEUR.JAMES.WAYNE.1243846737

Digitally signed by LAFLEUR.JAMES.WAYNE.1243846737
Date: 2026.03.24 12:30:35 -05'00'

for Tracy Falk
Operations Manager
Operations Division

Enclosure (Standard 408 conditions)

U.S. Army Corps of Engineers
New Orleans District
Section 408
EC-1165-2-220 Appendix K
Standard Terms and Conditions

LIMITS OF THE AUTHORIZATION

1. This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 USC 408). This permission does not obviate the need to obtain other federal, state, or local authorizations required by law. This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation.
2. The time limit for completing the work is authorized to end on [5 years for the date of 408 permission or 5 years from the date of the Regulatory permit if a Regulatory permit is required]. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
3. Without prior written approval of the USACE, you must neither transfer nor assign this permission nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this permission. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE.
4. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

INDEMNIFICATION AND HOLD HARMLESS

5. The United States will in no case be liable for:
    a. Any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
    b. Damage claims are associated with any future modification, suspension, or revocation of this permission.
6. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project work areas of the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, **indemnify** and **hold harmless** the United States and USACE from all such claims, subject to any limitations in law.
7. Any damage to the water resources development project or other portions of any federal project(s) resulting from your activities must be repaired at your expense.

REEVALUATION OF PERMISSION

8. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
9. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination whether it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
    a. You fail to comply with the terms and conditions of this permission.
    b. The information provided in support of your application for permission proves to have been inaccurate or incomplete; or
    c. Significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.

CONDUCT OF WORK UNDER THIS PERMISSION

10. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed because of environmental compliance.
11. Work/usage allowed under this permission must proceed in a manner that avoids interference with inspection, operation, and maintenance of the federal project.
12. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.
13. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purpose, to make inspections, to operate and/or to make any other us of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
14. You must provide copies of pertinent design, construction, and/or usage submittal/documents. USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.
15. You may be required to conduct an inspection of the federal project with the USACE, prior to your use of the structure, to document existing conditions.
16. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.

STANDARD MANATEE CONDITIONS FOR IN-WATER ACTIVITIES

During in-water work in areas that potentially support manatees all personnel associated with the project shall be instructed about the potential presence of manatees, manatee speed zones, and the need to avoid collisions with and injury to manatees. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972 and the Endangered Species Act of 1973. Additionally, personnel shall be instructed not to attempt to feed or otherwise interact with the animal, although passively taking pictures or video would be acceptable.

All on-site personnel are responsible for observing water-related activities for the presence of manatee(s). We recommend the following to minimize potential impacts to manatees in areas of their potential presence:

- All work, equipment, and vessel operation shall cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone on its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings of manatee(s) in the buffer zone, in-water work can resume under careful observation for manatee(s).

- If a manatee(s) is sighted in or near the project area, all vessels associated with the project shall operate at “no wake/idle” speeds within the construction area and at all times while in waters where the draft of the vessel provides less than a four-foot clearance from the bottom. Vessels shall follow routes of deep water whenever possible.

- If used, siltation or turbidity barriers shall be properly secured, made of material in which manatees cannot become entangled, and be monitored to avoid manatee entrapment or impeding their movement.

- Temporary signs concerning manatees shall be posted prior to and during all in-water project activities and removed upon completion. Each vessel involved in construction activities shall display at the vessel control station or in a prominent location, visible to all employees operating the vessel, a temporary sign at least 8½ " X 11" reading language similar to the following: “CAUTION BOATERS: MANATEE AREA/ IDLE SPEED IS REQUIRED IN CONSRUCTION AREA AND WHERE THERE IS LESS THAN FOUR FOOT BOTTOM CLEARANCE WHEN MANATEE IS PRESENT”. A second temporary sign measuring 8½ " X 11” shall be posted at a location prominently visible to all personnel engaged in water-related activities and shall read language similar to the following: “CAUTION: MANATEE AREA/ EQUIPMENT MUST BE SHUTDOWN IMMEDIATELY IF A MANATEE COMES WITHIN 50 FEET OF OPERATION”.

- Collisions with, injury to, or sightings of manatees shall be immediately reported to the Service’s Louisiana Ecological Services Office (337/291-3100) and the Louisiana Department of Wildlife and Fisheries, Natural Heritage Program (225/765-2821). Please provide the nature of the call (i.e., report of an incident, manatee sighting, etc.); time of

incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVENUE
NEW ORLEANS, LA 70118-365

June 1, 2022

CEMVN
Regulatory Division

SUBJECT: Programmatic General Permit

A PROGRAMMATIC GENERAL PERMIT FOR USE IN THE NEW ORLEANS DISTRICT WITHIN THE BOUNDARIES OF THE LOUISIANA COASTAL ZONE

Under authorization granted by applicable sections of Parts 320 through 332 of Title 33, Code of Federal Regulations, and delegated authority from the Commander, US Army Corps of Engineers, the District Commander at New Orleans has determined that it is in the public interest to extend the programmatic general permit (**PGP**) to authorize those activities that result in minimal adverse impacts within the boundaries of the Louisiana Coastal Zone, as specified by the terms and conditions of this PGP.

Specific Legislation requiring Department of the Army permits for work of this nature:

Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403).

Section 404 of the Clean Water Act (33 USC 1344).

Waters of the United States are defined in Part 328 of Title 33, Code of Federal Regulations.

Special aquatic sites means wetlands, mudflats, vegetated shallows, coral reefs, sanctuaries and refuges, and riffle and pool complexes, as defined at 40 CFR 230.40 through 230.45.

This PGP does not authorize dams in navigable waters of the United States pursuant to Section 9 of the Rivers and Harbors Act of 3 March 1899 (33 USC 401) or transportation of dredged material for ocean disposal pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act (33 USC 1413).

GENERAL EXCLUSIONS

I. The following work will not be eligible under this PGP. Applications for this work will be processed in accordance with 33 CFR Part 325:

(1) Work outside the boundaries of the Louisiana Coastal Zone.

(2) Activities which are not covered under the Louisiana Coastal Resources Program as implemented by the Louisiana Department of Natural Resources, Office of Coastal Management (LDNR, OCM).

(3) No activity is authorized under this PGP which may adversely affect the continued existence, or which will destroy or adversely modify the critical habitat, of a threatened or endangered species, or a species proposed for such a designation, as identified under the Federal Endangered Species Act.

(4) Work or structures within 1,500 feet of any mainline flood control and hurricane damage risk reduction levees, structures, etc. constructed and/or maintained with federal funds without prior coordination with, and the concurrence from, CEMVN. Work that might alter US Army Corps of Engineers Civil Works projects will not qualify for this general permit until Permission pursuant to 33 USC 408 is granted by the District Commander.

(5) Structures or work in or that would impinge upon the value (habitat, hydrology, etc.) of any National Wildlife Refuge, National Forest, areas administered by the National Park Service of the US Department of the Interior, areas administered by the Louisiana Departments of Natural Resources or Wildlife and Fisheries, or other similar publicly held areas administered by federal, state, or local governmental authority unless special permission from these agencies is submitted during the review of, or with, the application for this general permit.

(6) Projects of national or individual concern. This exclusion is invoked on a case-by-case basis and represents, a special class of projects that receive particular attention in Corps decisions on whether to exercise the discretionary authority to require individual applications for work that otherwise meets all of this permit's conditions. While a precise definition is not possible, this category of work normally includes, but is not limited to, the following examples: projects that could cause an unreasonable interference with navigation; significant wetland fills; major power plants, shipping facilities and oil refineries; major commercial, residential or industrial developments; and work that could adversely affect habitats important to migratory birds, endangered or threatened species, estuarine-dependent fishes and shellfishes, or other species of high federal interest; or historic, cultural or archaeological sites listed in the National Register of Historic Places or sites listed in the National Registry of Natural Landmarks; or specific activities for which agencies request, and provide justification for, the requirement of an individual permit review.

(7) The PGP does not authorize dredging or the deposition of dredged and/or fill material for construction of oilfield access roads, drilling locations, pits, ring levees, and associated facilities in jurisdictional waters of the U.S. including wetlands, within the Atchafalaya Basin (as defined by USGS Hydrologic Unit Code: 08080101).

II. The following activities will likely be <u>excluded</u> for consideration under this PGP:

a. Work within 1 mile of offshore navigation fairways and anchorages
b. Commercial sand dredging in the Mississippi River

c. Barge fleeting
d. Mid-stream transfer facilities in the Mississippi River
e. Channel ward extensions of existing facilities in federally maintained waterways
f. Waterway closures (excluding plugs in abandoned canals)
g. New marsh management
h. New water control structures (except open culverts sized and set to maintain natural flow)
i. Contaminated sediment excavation and/or disposal, including but not limited to such activities proposed in Harvey Canal and Calcasieu River
j. Activities that would adversely impact environmentally sensitive areas (e.g., barrier islands, bird rookeries, coral reefs, seagrass beds, etc.)
k. Activities adversely affecting Coastal Wetlands Planning, Protection and Restoration Act (PL 646) projects
l. Projects which would impact the hydrology of adjacent wetlands such that the acreage criteria established in this permit are exceeded

INCLUSIONS

Category I Activities

What follows is a listing of activities which fall under Category I. The format of this general permit has been designed so that all similar activities have been grouped together where the purpose and the nature of that impact is similar. These activities are further limited, **unless otherwise noted**, by the acreage being impacted. CEMVN will verify qualification of specific activities for Category I authorization. The procedures for properly applying for and obtaining approval are found in the section of this document entitled 'Reporting/Acknowledgment Procedures'.

For the purposes of this permit, the acreage limitations established include the area flooded, drained, filled, or excavated, unless otherwise indicated. For activities to comply with Category I, <u>they cannot cause the loss of greater than 0.5 of an acre of special aquatic sites</u>.

1. Oil and gas activities including shell pads for drilling activities, exploration and production structures or extensions thereof, new channels or slips less than 0.5 of a mile in length in open water, and other related activities.

2. Survey activities not including 3D seismic activities.

3. Flowlines/pipelines 25,000 linear feet or less in length. Includes minor activities associated with pipeline abandonment.

4. Hazardous condition response activities. For purposes of this general permit, a hazardous condition is a situation which would result in an imminent safety and/or environmental hazard, loss of property, or immediate economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time period needed to

process the application. Applicants will submit sufficient information to document the hazardous condition and scope of work. This authorization is conditional. Within 30 days of the authorization, permittees will be required to submit an application for any work performed, or needed to be performed, to rectify the hazardous situation. The application will be processed in the appropriate manner. Alternatively, if the structures and/or fill installed to remediate the hazard are no longer necessary, the permittee must submit a site restoration plan for review and authorization by CEMVN. Restoration plans must be implemented within 30 days of receipt of CEMVN concurrence, unless otherwise specified **(acreage limits for the initial request do not apply)**.

5. Dredging of existing waterbodies. Excavation cannot exceed 40,000 cubic yards of material.

6. Maintenance of existing structures and fill provided the structures or fill are not put to uses differing from those uses specified or contemplated for it. The activity must be the repair, rehabilitation or replacement of a currently serviceable structure or fill. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction. This does not include maintenance dredging or beach restoration.

7. Miscellaneous structures including mooring buoys and aids to navigation which are approved by and installed in accordance with the requirements of the U.S. Coast Guard.

8. Scientific measuring devices. Devices to measure and record scientific data such as staff gauges, tide gauges, water quality testing, etc.

9. Sealed forms or cells for pile supported structures.

10. Single piles, pile clusters.

11. Trenasse (pirogue ditch) maintenance. The maximum width of the trenasse shall not exceed 6 feet with a maximum depth of 3 feet.

12. Minor road crossings. Placement of fill for a road, including the placement of culverts provided bank full flow is maintained. Includes cattle crossings.

13. Bank stabilization. Activity may not exceed 200 feet in length and greater than 1 cubic yard per linear foot of fill placement below the plane of the ordinary highwater mark or mean high water line whichever applies.

14. Erosion Protection and Restoration along public highways which parallels or is adjacent to waterbody, up to one mile in length provided the work is performed by LA DOTD, parish or municipal highway department. No dredging is authorized (except that material which has sloughed from the embankment), bulkheads must be placed at the existing bank line, and work may include revetment and fill to repair and maintain existing bridge

sites.

15. Wharves, piers, and similar structures, structures in manmade canals, small boat slips, boat ramps, and associated fill and appurtenances. Structures may neither exceed 600 square feet in area, nor extend channel ward more than 10 percent of the waterway bank-to-bank distance, nor cause unreasonable interference to navigation. Boat slips/ramps up to 30 feet by 15 feet in area.

16. Artificial reefs constructed for the purpose of enhancing fishing opportunities.

17. Categorical Exclusions: Activities which are undertaken, funded, authorized, regulated, or financed, in whole or in part, by another federal agency or department where that agency or department has determined, pursuant to the Council on Environmental Quality Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act, that the activity work or discharge is categorically excluded from environmental documentation because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment, and the Office of the Chief of Engineers has been furnished notice of the agency's or department's application for the categorical exclusion and concurs with that determination.

18. Work not specifically excluded which clears, grades, fills or excavates no greater than 0.5 of an acre of special aquatic sites, as deemed applicable by CEMVN.

Category II Activities

What follows is a listing of all of the activities which fall under Category II. The format of this general permit has been designed so that all similar activities have been grouped together where the purpose and the nature of that impact is similar. These activities are further limited, **unless otherwise noted**, by the acreage being impacted. For activities to comply with Category II the impact is limited as follows:

Non-oil and gas related activities may result in the loss of no greater than 2.0 acres of tidal or 3.0 acres of non-tidal, special aquatic sites. Oil and gas related activities may result in the loss of no greater than 3.5 acres tidal or non-tidal special aquatic sites.

1. Oil and gas activities, including board roads, ring levees, exploration and production structures or extensions, new oil and gas canals and slips, parallel/perpendicular slips, etc.

2. Seismic surveys **(acreage limits do apply)**.

3. Any flowlines, pipelines and utility lines up to 50,000 linear feet in length, and all aerial transmission lines. Must utilize the least damaging, practicable route and construction method, otherwise an individual permit will be required. Power transmission lines must

comply with regulations found at 33 CFR Part 322.5(i).

4. Cleanup of hazardous and toxic waste. For toxic and hazardous waste, the activity must be sponsored by a government agency with established legal or regulatory authority or be court ordered **(acreage limits do not apply)**.

5. Oil spill cleanup. Activities will be subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR Part 300), and work must be done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR part 112.3. Work must also comply with any State Contingency plan and the Regional Response Team must concur with the action **(acreage limits do not apply)**.

6. Dredging of existing waterbodies. Excavation cannot exceed 100,000 cubic yards of material (volume limits do not apply to activities being conducted for the purpose of wetland restoration, and; up to 250,000 cubic yards allowed for removal of silt accumulations around existing docks, barge fleets and mooring areas in the Mississippi River with disposal beyond the minus 55-foot contour).

7. Outfall structures. Provided the effluent is in compliance with regulations issued under the National Pollutant Discharge Elimination System (Section 402 of the Clean Water Act).

8. Wharves, piers, and similar structures, structures in manmade canals, small boat slips, boat ramps, and associated fill and appurtenances. Structures may exceed 600 square feet in area, but may neither extend channel ward more than 20 percent of the waterway bank-to-bank distance, nor cause unreasonable interference to navigation. Boat slips/ramps up to 60 feet by 25 feet in area.

9. Erosion Protection and Restoration along public highways which parallels or is adjacent to waterbody, one mile in length and greater provided the work is performed by the LA DOTD, parish or municipal highway department. No dredging is authorized (except that material which has sloughed from the embankment), bulkheads must be placed at the existing bank line, and work may include revetment to repair and maintain existing bridge sites.

10. Bank stabilization. Activities that are greater than 200 linear feet in length, but do not exceed 500 linear feet, or where fill placement exceeds 1 cubic yard per running foot below the plane of the ordinary highwater mark or mean high water line whichever applies. District Engineer may grant a waiver to this limitation for proposed activities up to 1000 feet if determined to have minimal individual and cumulative adverse environmental effect.

11. Categorical Exclusions. Activities which are undertaken, funded, authorized, regulated, or financed, in whole or in part, by another federal agency or department where that agency or department has determined, pursuant to the Council on Environmental Quality

Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act, that the activity work or discharge is categorically excluded from environmental documentation because it is included within a category of actions which neither individually or cumulatively have a significant effect on the human environment, and the Office of the Chief of Engineers has been furnished notice of the agency's or department's application for the categorical exclusion and concurs with that determination.

12. Small weirs, flumes and similar scientific measuring devices provided aquatic organism movement is minimally impeded.

13. Wetland restoration and creation activities. Activities specifically designed which have a beneficial effect on wetlands and/or aquatic resources, as determined applicable by CEMVN. Limits on the volume of dredged material and acreage of fill area do not apply. Mitigation banks/areas excluded.

14. Work not specifically excluded which clears, grades, fills or excavates no greater than 2.0 acres of tidal, or 3.0 acres of non-tidal, special aquatic sites, as determined applicable by CEMVN.

REPORTING/ACKNOWLEDGMENT PROCEDURES

A. COMPLETE APPLICATION

Requests for authorization under the PGP require the applicant to submit an application to the DNR, OCM; **an electronic version of the application can be found** at http://www.dnr.la.gov. The applicant's submittal must include a fully completed joint application form and project plans showing all work for which a permit is being requested. LDNR, OCM will electronically forward the application to CEMVN.

A "**complete**" application consists of the following:

(1) A completely filled out joint on-line application form.

(2) Vicinity Map - You may use an existing road map or U.S. Geological Survey topographic map. This map should include:

(i) Location of activity site (draw an arrow showing the <u>exact</u> location of the site on the map).

(ii) Latitude, longitude, and section, township and range, if known.

(iii) Names, descriptions and location of landmarks.

(iv) Name of and distance to nearest town, community, or other identifying locations, including parish.

(v) Names or numbers of all roads in the vicinity of the site.

(vi) North arrow.

(vii) Appropriate dimensions (length x width x depth) or drawings to scale.

(3) Plan view and cross section drawings of the proposed work which include:

(a) Primary dimensions of the activity.

(b) Appropriate dimensions (length x width x depth) or drawings to scale.

(c) Volume (cubic yards), source, and type of dredged/fill material(s).

(d) Mean low and highwater marks.

(4) A statement that the proposed project is consistent with the approved state coastal zone management program.

For the following application types to be considered "complete", additional information may be required:

1) New oil/gas well or reinjection well applications that would result in adverse impacts to special aquatic sites must have undergone an interagency Geologic Review Meeting. The least damaging practicable alternative identified therein may qualify for PGP authorization provided it complies with the criteria of the PGP.

2) Residential subdivisions or an individual single-family home within an existing subdivision must include a subdivision layout.

3) Activities on state operated wildlife management areas or federal refuges must include a written approval from the management area/refuge manager.

4) Projects where the permitted activity requires site restoration upon abandonment of the activity must include signed statements from the affected landowners that they have no objection to the required restoration and that they agree not to develop the restoration areas without prior approval from CEMVN.

5) Projects where a Corps jurisdictional determination is necessary in order to assess the potential impacts of the proposed work.

Proposals not considered "complete" will be placed "on-hold" until such time as **all** required information is obtained.

B. PROCEDURE

1. Category I activities:

Within 10 working days of CEMVN receiving a complete application, it will determine whether the requirements of Category I are met and advise the applicant if the application is complete or if additional information is needed. CEMVN will finalize a permit decision upon completion of all requisite reviews.

2. Category II activities:

Within 10 working days of CEMVN receiving a complete application, it will notify the applicant that the project will be evaluated as a Standard Permit or forward a copy of the application and drawings to the National Marine Fisheries Service, US Environmental Protection Agency, and Louisiana Department of Wildlife and Fisheries for review. These agencies will have 5 working days to submit comments or request additional review time not to exceed 20 working days total. Concurrences may be forwarded to CEMVN via telephone or electronic mail, non-concurrences must be made in writing with an information copy sent to the applicant which includes a description of the impact(s) considered to be more than minimal*. Lack of a response from these resource agencies within the appropriate time frame will be considered as no objection or no position by those agencies.

To the extent practicable and subject to completion of all requisite reviews within 15 days thereafter, CEMVN will either:

a) issue an authorization letter (with any necessary special conditions), to the permittee, or;

b) issue an authorization letter with modifications as recommended by the resource agencies or CEMVN, or;

c) issue a notice to the applicant that the project will be evaluated as a Standard Permit.

To the extent practicable, LDNR, OCM will be notified at the same time the applicant is notified of CEMVN's determination in all of the above situations.

* CEMVN's non-concurrence with the reviewing resource agencies objections and/or recommendations will be made in writing by the District Commander (or his designee) to the respective agency.

C. MITIGATION

Appropriate compensatory mitigation will be required for unavoidable adverse impacts which remain after all appropriate and practicable minimization has been attained. The objective of compensatory mitigation is to replace wetland functions, values and services impacted by implementation of the permitted activity. Compensatory mitigation may include, but is not limited to, contracting with a mitigation bank to provide the credits to fully offset the impact; acquisition of credits from the Louisiana Department of Natural Resources' In-lieu Fee Program for the creation, restoration or enhancement of wetlands, or; the permittee's implementation of a wetland mitigation project determined to be acceptable by CEMVN and LDNR, OCM (i.e., permittee responsible mitigation).

CEMVN is obligated to ensure the appropriateness and adequacy of compensatory mitigation in accordance with the 2008 Final Rule on Compensatory Mitigation for Losses of Aquatic Resources, 33 CFR Part 332 and 40 CFR Part 230. CEMVN recognizes that although the State supports a goal of achieving no net loss of coastal wetlands as specified in the April 1997 Louisiana Coastal Wetlands Conservation Plan, differences in regulations and policies promulgated by the state and federal programs may not facilitate alignment of compensatory mitigation requirements in all instances. When CEMVN determines potentially affected resource values to be of sufficient concern so as to ensure the compliance of a prospective PGP with Corps mitigation policy, CEMVN will coordinate such findings with LDNR, OCM with the intent to implement compensatory mitigation requirements that are consistent with state and federal regulations. Should CEMVN and LDNR, OCM achieve concurrence on compensatory mitigation requirements, CEMVN will finalize the decision on the PGP accordingly. In the event concurrence on the compensatory mitigation requirement is not achieved, CEMVN will either stipulate its compensatory mitigation requirements in the PGP authorization or pursue evaluation of the activity in accordance with Standard Permit application procedures, whichever is appropriate. Although it is recognized that the complexity of compensatory mitigation coordination may increase process time, CEMVN will adhere to the procedural timeframe defined above to the extent practicable.

CEMVN also recognizes the interest of the State in locating compensatory mitigation for those actions located outside the Louisiana Coastal Zone, but within the Louisiana Coastal Wetlands Conservation Plan Area (LCPA), within the LCPA. CEMVN is committed to facilitate mitigation site selection within the LCPA to the extent that adherence to Corps national mitigation policy is not compromised.

CEMVN and LDNR, OCM will assess mitigation performance instituted pursuant to PGP implementation as needed, or when requested by either agency.

D. GENERAL CONDITIONS

1. Activities authorized under this general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single and complete project shall be treated together as constituting one single and complete project. All planned phases of multi-phased projects shall be treated together as constituting one single and complete project. This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.

2. No activity is authorized under this general permit which may adversely affect significant cultural resources listed or eligible for listing in the National Register of Historic Places until the requirements for Section 106 of the National Historic Preservation Act are met. Upon discovery of the presence of previously unknown historic and/or prehistoric cultural resources, all work must cease and the permittee must notify the State Historic Preservation Office and the Corps of Engineers (CEMVN). We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places. The authorization is suspended until it is determined whether or not the activity will have an adverse effect on cultural resources. The authorization may be reactivated or modified through specific conditions if necessary, if it is determined that the activity will have no adverse effect on cultural resources. The Programmatic General Permit (PGP) authorization will be revoked if it is determined that cultural resources would be adversely affected, and an individual permit may be necessary.

3. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area, unless the activity's primary purpose is to block or impound water.

4. If the **authorized** activity involves the installation of aerial transmission lines, submerged cable, or submerged pipelines across navigable waters of the United States the following is applicable:

> The National Ocean Service (NOS) has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Your notification of completion must include a drawing which certifies the location and configuration of the completed activity (a certified permit drawing may be used). Notification to NOS will be sent to the following address: National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282.

5. For pipelines under an anchorage or a designated fairway in the Gulf of Mexico the following is applicable: The NOS has been notified of this authorization. You must notify NOS and this office in writing, at least two weeks before you begin work and upon completion of the activity authorized by this permit. Within 30 days of completion of the pipeline, 'as built' drawings certified by a professional engineer registered in Louisiana or by a registered surveyor shall be furnished to this office, the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Room 1230, New Orleans, Louisiana 70130, and to the Director, National Ocean Service, Office of Coast Survey, N/CS261, 1315 East West Highway, Silver Spring, Maryland 20910-3282. The plans must include the location, configuration and actual burial depth of the completed pipeline project.

6. All activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (PL 92-500:86 Stat 816), or pursuant to applicable state and local laws.

7. Substantive changes to the Louisiana Coastal Resources Program may require immediate suspension and revocation of this permit in accordance with 33 CFR 325.7.

8. Irrespective of whether a project meets the other conditions of this permit, the Corps of Engineers retains discretionary authority to require an individual Department of the Army permit when circumstances of the proposal warrant this requirement.

9. Any individual authorization granted under this permit may be modified, suspended, or revoked in whole or in part if the Secretary of the Army or his authorized representative determines that there has been a violation of any of the terms or conditions of this permit or that such action would otherwise be in the public interest.

10. CEMVN may suspend, modify, or revoke this general permit if it is found in the public interest to do so.

11. Activities authorized under the PGP must comply with all other necessary federal, state, and/or local permits, licenses, or approvals. Failure to do so would result in a violation of the terms and conditions of the PGP.

12. The permittee shall allow the District Commander or his authorized representative(s) or designee(s) to make periodic inspections of the project site(s) at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

13. This general permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and it does not authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations nor does it obviate the requirements to obtain state or local assent required by law for the activity authorized herein.

14. In issuing authorizations under this permit, the federal government will rely upon information and data supplied by the applicant. If, subsequent to the issuance of an authorization, such information and data prove to be false, incomplete, or inaccurate, the authorization may be modified, suspended, or revoked, in whole or in part.

15. For activities resulting in sewage generation at the project site, such sewage shall be processed through a municipal sewage treatment system or, in areas where tie-in to a municipal system is not practical, the on-site sewerage system must be approved by the local parish sanitarian before construction

16. Any modification, suspension, or revocation of the PGP, or any individual authorization granted under this permit, will not be the basis for any claim for damages against the United States.

17. Additional conditions deemed necessary to protect the public interest may be added to the general permit by the District Commander at any time. If additional conditions are added, the public will be advised by public notice. Individual authorizations under the PGP may include special conditions deemed necessary to ensure minimal impacts and compliance with the PGP.

18. The PGP is subject to periodic formal review by CEMVN and the Louisiana Department of Natural Resources, Office of Coastal Management (LDNR, OCM) in coordination with the Environmental Protection Agency, the National Marine Fisheries Service, and the Louisiana Department of Wildlife and Fisheries. Comments from reviewing agencies will be considered in determination as to whether modifications to the general permit are needed. Should the District Commander decide not to incorporate a change proposed by a reviewing agency, after normal negotiations between the respective agencies, the District Commander will explain in writing to the reviewing agency the basis and rationale for his decision.

19. CEMVN retains discretion to review the PGP, its terms, conditions, and processing procedures, and decide whether to modify, reissue, or revoke the permit. If the PGP is not modified or reissued within 5 years of its effective date, it automatically expires and becomes null and void.

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

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

22. You must install and maintain, at your expense, any safety lights, signs and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on your authorized facilities. Any inquiries concerning a U.S. Coast Guard Private Aids to Navigation marking determination may be directed to the Eighth Coast Guard District (dpw), Hale Boggs Federal Building, 500 Poydras St., Suite 1230, New Orleans, Louisiana 70130, at (504) 671-2330 or via email to: D8oanPATON@uscg.mil. For general information related to Private Aids to Navigation, you may visit the Eighth CG District web site at: http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON

23. If the authorized project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.) in the waterway, you are advised to notify the Eighth Coast Guard District so that a Notice to Mariners, if required, may be prepared. Notification with a copy of this permit approval and drawings can be emailed to: D8MarineInfo@uscg.mil, or mailed to the Commander (dpw), Eighth Coast Guard District, Hale Boggs Federal Building, 500 Poydras Street, Suite 1230, New Orleans, Louisiana 70130. Telephone inquiries can be directed to the Eighth Coast Guard District, Waterways Management at (504) 671-2118.

24. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party as described in General Condition 25 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

25. If you sell the property associated with this permit, you must provide this office with a copy of the permit and a letter noting your agreement to transfer the permit to the new owner and the new owner's agreement to accept the permit and abide by all conditions of the permit. This letter must be signed by both parties.

26. Many local governing bodies have instituted laws and/or ordinances in order to regulate dredge and/or fill activities in floodplains to assure maintenance of floodwater storage capacity and avoid disruption of drainage patterns that may affect surrounding properties. If your project involves dredging and/or placement of fill, you must contact the local municipal and/or parish governing body regarding potential impacts to floodplains and compliance of your activities with local floodplain ordinances, regulations or permits. Project designs and any associated drainage plans associated with the undertaking shall comply with all local Parish Government, Drainage Authority, Flood Plain Administrator, and/or other applicable agency requirements. Should it be determined by any of these agencies that the project is creating unnatural inundation conditions on adjacent properties, the permittee will be required to remediate the situation, as directed by these agencies. Should there be any changes required in

the project design, the permittee shall coordinate with this office to obtain a permit amendment and/or review and decision on the plans, prior to commencement of those alterations.

27. In issuing authorizations under this permit, the federal government does not assume any liability for: damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit, and; design or construction deficiencies associated with the permitted work.

28. All work shall be done in accordance with the approved plans and confined to the permitted work area(s) represented within the attached drawings. If the project requires modifications to the authorized plans, the permittee shall contact this office to obtain a permit amendment and/or review and decision on the plans, prior to commencement of those alterations. The permittee is responsible for ensuring that any contractors and/or workers associated with project construction and implementation, are equally aware of the authorized plans, conditions, and/or restrictions associated with this approval.

29. The permittee shall properly install adequate erosion/siltation control measures around construction areas that require land-based earthwork (i.e., excavation and/or deposition of fill materials, land contouring, machinery rutting, fill maneuvering and redistribution, etc.), to aid in preventing project related sediments, debris and other pollutants from entering adjacent wetlands or waters. Acceptable measures include but are not limited to the proper use and positioning of temporary silt fences, straw bales, fiber/core logs, wooden barriers, seeding or sodding of exposed soils, or other approved EPA construction site storm-water runoff control and best management practices. Control techniques shall be installed prior to the commencement of earthwork activities and maintained until the project is complete and/or the subject areas are stabilized.

E. AUTHORIZATIONS

No work may be performed under the PGP unless and until:

(1) CEMVN has reviewed the application and has issued a written authorization or, in exceptional cases, a verbal authorization.

(2) All required local, state and other federal permits, licenses, authorizations, and certifications are obtained. This includes, but is not limited to:

(a) A Coastal Use Permit, consistency determination, or finding of No Direct Significant Impact signed by the Secretary of the Louisiana Department of Natural Resources or his designee, and

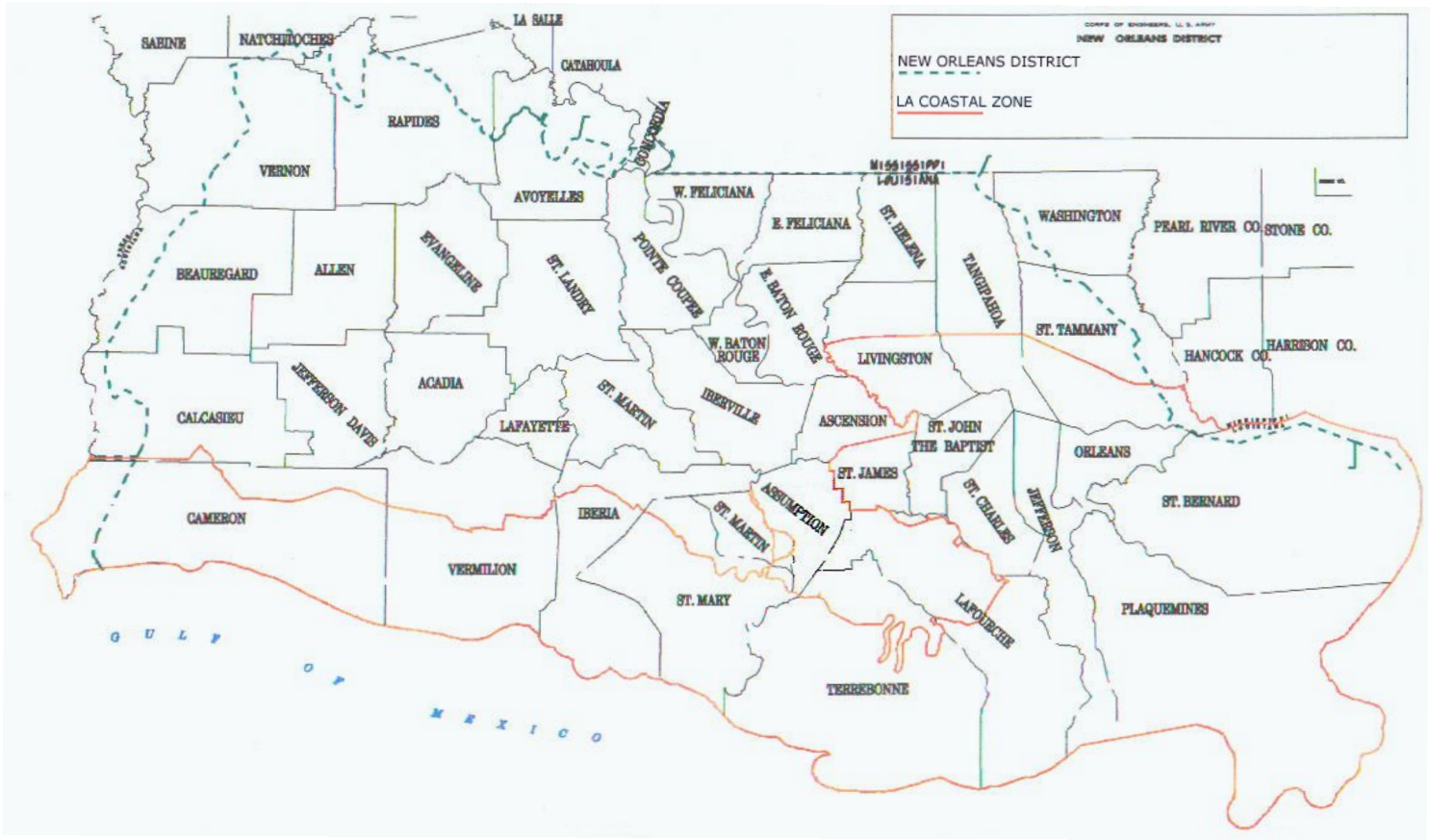
The PGP expires on ***June 1, 2027***, unless otherwise modified or reissued.

Individual authorizations granted to applicants under this PGP are valid for 5 years from the date of the authorization letter.

BY THE AUTHORITY OF THE SECRETARY OF THE ARMY:

Martin S. Mayer
Chief, Regulatory Division

Attachment 1



DEPARTMENT OF THE ARMY PERMIT

Permittee _____

Permittee No. _____

Issuing Office _____

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

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

Project Description:

Project Location:

Permit Conditions:

General Conditions:

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

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

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

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

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

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

Special Conditions:

Further Information:

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

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

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

(☐) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. Limits of the authorization.

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

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

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

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

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

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

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

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

(REVERSE OF ENG FORM 1721)

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

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

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are limited to, the following:

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

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

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

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

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

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

_____ _____

(PERMITTEE) *(DATE)*

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

_____ _____

(DISTRICT ENGINEER) *(DATE)*

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

_____ _____

(TRANSFEREE) *(DATE)*

* U.S. GOVERNMENT PRINTING OFFICE: 1986 - 717-425

OFFICE OF ENVIRONMENTAL SERVICES
Water Discharge Permit

MASTER GENERAL PERMIT NUMBER LAG420000
SHORT-TERM AND EMERGENCY DISCHARGES
AI NUMBER: 173392

Pursuant to the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), and the Louisiana Environmental Quality Act, as amended (La. R. S. 30:2001 et seq.), rules and regulations effective or promulgated under the authority of said Acts, this Louisiana Pollutant Discharge Elimination System (LPDES) General Permit is issued. This permit authorizes persons who meet the requirements of Part I.A and have been approved by the Office to discharge to waters of the State wastewaters from short-term and emergency discharges in accordance with effluent limitations, monitoring requirements, and other conditions set forth herein.

This permit shall become effective on April 25, 2022

This permit shall expire five (5) years from the effective date of the permit.

Issued on April 25, 2022

Bliss M. Higgins
Assistant Secretary

PART I

SECTION A. APPLICABILITY

Coverage under this general permit is available for discharges from emergency or abnormal situations and/or short-term discharges. Types of situations in which this general permit may be utilized include, but are not limited to: abnormal discharges associated with natural disasters; discharges associated with or resulting from fires, explosions, etc.; and discharges that will occur one-time or for a limited duration (e.g. a few weeks or a couple of months), are not covered or eligible for coverage under an existing general or individual permit, and are not included in a general or individual permit application that has been submitted to the Water Permits Division. On a case by case basis, start-up water discharges for installation of new equipment/units may be allowed under this general permit. However, this permit is not intended for discharges included in a draft (pending) LPDES permit that is required to be public noticed. Abnormal discharges associated with a natural disaster may occur from equipment failures where the facility is not already covered under an LPDES permit or from temporary activities that take place to prevent damage before, after, or during a natural disaster (e.g. discharges from aqua dams or pumping of accumulated storm water from leveed areas to prevent levee failure). Examples of short-term, non-emergency discharges may include dewatering of excavation sites associated with a remediation activity or temporary discharges from a facility that is completing equipment upgrades, where that discharge is not already covered under an individual LPDES permit or is not already included in a permit application that has been submitted to the Water Permits Division. This general permit is not intended to cover discharges that may be covered under bypass or upset provisions under existing individual or general LPDES permits.

Wastewater types covered under this general permit include, but are not limited to: treated sanitary wastewater (less than 5,000 GPD)and/or dewatering of oxidation ponds discharges (less than 5,000 GPD); stormwater discharges; hydrostatic test and vessel testing wastewater; utility wash waters, including but not limited to pavement and building washdown waters with or without soaps and detergents; equipment and vehicle wash water; potable water treatment plant filter backwash, clarifier blowdown, water softening, iron and manganese removal, and disinfection of source water; discharges of landfill wastewater from a construction/demolition debris and woodwaste landfill related to post-emergency clean up; non-contact stormwater discharges from a construction/demolition debris and woodwaste landfill related to post-emergency clean up; emergency discharges related the preparation for natural disasters or the clean-up of natural disasters or in emergency situations, such as hurricanes, fires, or explosions; and other emergency wastewater discharges which can be controlled by the limitations in this permit.

This general permit is intended to cover discharges of wastewater for periods of no greater than one hundred eighty (180) days. The permittee is covered under the terms and conditions of this general permit for up to 180 days after authorization, after which time the authorization to discharge under this permit will expire. Permittees with coverage for short term discharges may have authorizations with durations less than one hundred eighty (180) days (e.g. 1 or 2 months). If a permittee foresees the discharge lasting beyond 180 days, an additional 180 days may be granted on a case by case basis

(authorization for a facility shall not exceed the combined total of 360 days). In this situation, permittees must submit a new notice of intent in order to renew permit coverage. The purpose of renewing coverage for an additional 180 days is to provide additional time for short-term or emergency discharges to be terminated, or, if the discharge is no longer deemed short-term, to allow the permittee time to submit an individual permit application. The NOI must be submitted before the completion of the previous 180 days of coverage, at least 72 hours prior to the expiration date of the general permit authorization.

If a short-term or emergency discharge is going to exceed 360 days, then the discharge is no longer short-term or emergency and the permittee must apply for the appropriate LPDES permit.

Notice of Intent Deadlines and Permit Authorization Dates

Type of Discharge	NOI Submittal Deadline[1]	Permit Authorization Date[2]
New, short-term or emergency discharges located in an area that has **NOT** been included in a Declaration of Emergency issued by the Louisiana Governor's Office	At least 72 hours prior to commencing a short-term discharge or as soon as practicable after an emergency situation (e.g. fire, explosion, etc.)	72 hours after the postmark date or upon hand-delivery or electronic submittal of a complete and correct NOI, unless otherwise notified by LDEQ
New short-term or emergency discharge located in an area that has been included in an effective Declaration of Emergency issued by the Louisiana Governor's Office	No later than 10 business days after commencing discharge	A permittee is considered provisionally covered under the terms and conditions of this permit immediately, and fully covered 72 hours after the postmark date or upon hand-delivery or electronic submittal of a complete and correct NOI, unless otherwise notified by LDEQ
Renewal of an existing permitted short-term or emergency discharge, not to exceed 360 days	At least 72 hours prior to the expiration of existing permit coverage	72 hours after the postmark date or upon hand-delivery or electronic submittal of a complete and correct NOI, unless otherwise notified by LDEQ

[1] If you miss the deadline to submit your NOI, any and all discharges from your construction activities will continue to be unauthorized until they are covered by this or an alternate LPDES permit.

[2] Discharges are not authorized if the NOI is incomplete or inaccurate or if the discharge is not eligible for permit coverage. It is highly recommended to contact the Water Permits Division prior to commencing discharge.

Should electronic NOIs (e-NOIs) become available during the term of this permit, the Department may suspend use of paper NOIs.

Each NOI received to request authorization under this LPDES general permit will be evaluated by the DEQ to assess the reasonable potential for the discharge of pollutants from the facility to cause or contribute to a violation of water quality standards. The LDEQ may provide written notice to any facility requiring sampling of the proposed discharge for specific parameter(s), including but not limited to Whole Effluent Toxicity (WET) testing. This may be required in situations where the permittee is unable to specify potential contaminants in the wastewater, which typically fall under Schedule H, Other Wastewater Discharges. Any such notice will specify that automatic coverage (i.e. 72 hours after the post mark date or upon hand-delivery or electronic submittal) has not been granted and will briefly state the reasons for the monitoring, parameter(s) to be monitored, frequency and period of monitoring, sample types, and reporting requirements. All notifications and associated data will be filed and publicly available in LDEQ's Electronic Document Management System (EDMS). Coverage under the general permit may be denied and regulation under an individual permit required if more stringent limitations than the limitations contained in the general permit are required for protection of a receiving stream. **LDEQ encourages potential permit applicants to contact Water Permits Division staff prior to submitting an NOI in order to determine eligibility, appropriate schedules, and limits.**

Submission of an NOI is an acknowledgement that the conditions of this general permit are applicable to the proposed discharge, and that the applicant agrees to comply with the conditions of this general permit. **The applicant's signature on the NOI certifies that the applicant qualifies for coverage under the permit and agrees to comply with all terms and conditions of the authorization to discharge to waters of the State of Louisiana.** Unless notified otherwise by the Secretary or an appointed designee, eligible owners/operators are authorized to discharge wastewaters under the terms and conditions of this permit. Permittees authorized to discharge under Schedule H – Other Wastewater Discharges of this general permit shall contact the appropriate Regional Office 24 hours prior to discharge in accordance with Part I, Section B, Schedule H of the permit. Permittees authorized to discharge under Schedule H – Other Wastewater Discharges of this general permit and that will discharge into sensitive hydrological subsegments listed in the joint Memorandum between LDEQ and USFWS shall contact the USFWS 24 hours prior to discharge in accordance with Part I, Section B, Schedule H of the permit.

Notice of Intent (NOI) to be covered under this general permit shall be made using form STED-G or an approved equivalent. The STED-G form may be obtained from the LDEQ Internet website at http://www.deq.louisiana.gov/. Go through the following links to find the NOI form: WATER – Permits – LPDES Forms – LPDES Permit Application Forms – STED-G. This notice of intent shall be signed in accordance with LAC 33:IX.2503 and shall be sent to this Office. Should electronic NOIs (e-NOIs) become available during the term of this permit, the Department may suspend use of paper NOIs.

If circumstances change in the future at a permitted facility that result in the addition or elimination of permitted outfalls, or a change in the composition of effluent from a permitted outfall, the permittee

is required to notify the Water Permits Division of the elimination/change of any outfalls that were identified in the NOI or the addition of outfalls that were not identified in the NOI that was submitted for general permit coverage. Notification of the addition or elimination/change of permitted outfalls, or a change in the composition of effluent from a permitted outfall, must be made in writing immediately upon discovery of the changes and must be accompanied by a site diagram that clearly illustrates and identifies current outfall locations at the site applicable to the general permit.

A printed hard copy of this permit may be obtained by contacting LDEQ's Water Permits Division at (225) 219-3590, or a copy can be downloaded from the LDEQ Internet website at www.deq.louisiana.gov/. Go through the following links to find the permit: WATER – Permits – LPDES Permit Information – LAG420000.

Authorization to discharge under this permit does not relieve the permittee of any liability for damages to public or private property nor relieve the permittee of any liability for violating Water Quality Standards. DEQ reserves the right to take enforcement action as the situations warrant. For example, DEQ may take enforcement action if it is determined that the permittee had not taken appropriate action to prevent the emergency or abnormal situation or if it is determined that the permittee could have done more to minimize or prevent the discharge. The permittee must take all reasonable steps to prevent or minimize the discharge, to mitigate or minimize the impact of the discharge, and to monitor the discharge and receiving water body to assess the impact of the discharge.

When flow limits are stipulated for a wastewater type, the stated flow limits are the maximum daily discharge of that type of wastewater from the entire facility that will be permitted under this general permit. Facilities that are expected to discharge more wastewater than the maximum daily discharge that is allowed under this general permit must apply for permit coverage under an individual facility-specific or a general LPDES permit.

Short-term or emergency discharges of the following wastewaters are covered by this general permit:

1. treated sanitary wastewater (less than 5,000 GPD) and/or dewatering of oxidation ponds discharges (less than 5,000 GPD);

2. stormwater discharges;

3. hydrostatic test and vessel testing wastewater;

4. utility wash waters, including but not limited to pavement and building washdown waters with or without soaps and detergents;

5. potable water treatment plant filter backwash, clarifier blowdown, water softening, iron and manganese removal, and disinfection of source water;

6. discharges of landfill wastewater from a construction/demolition debris and woodwaste landfill related to post-emergency clean up;

7. non-contact stormwater discharges from a construction/demolition debris and woodwaste landfill related to post-emergency clean up;

8. emergency discharges related to the clean-up of spills, such as transportation accidents;

9. emergency discharges related to preparation for natural disasters or the clean-up of natural disasters or in emergency situations, such as hurricanes, fires, or explosions;

10. discharges resulting from unanticipated equipment malfunctions, which result in a discharge not covered by an individual or general LPDES permit; and

11. other short-term or emergency wastewater discharges which can be controlled by the limitations in this permit including, but not limited to, swimming pools and fountain dewatering, gray water, bridge washing activities, exterior vehicle and equipment wash water, pressure washing activities of parking lots or building exteriors, water from flushing of water wells, cleaning/flushing of pipes (if cleaning/flushing is not part of hydrostatic test or vessel testing), and hydroblasting.

Coverage under the Short-Term and Emergency Discharge General Permit is not intended to replace LPDES permits for reoccurring or on-going discharges. Further, this general permit is not intended for facilities with existing LPDES permits which already cover discharges allowed by this permit, or for discharges included in a draft LPDES permit that is required to be public noticed. The LAG420000 shall not be used to supersede emergency and/or bypass provisions contained in any other applicable LPDES permit.

This general permit **shall not** apply to:

1. discharges which are likely to have unauthorized adverse effects upon threatened or endangered species, or on the critical habitat for these species as determined in conjunction with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS);
2. discharges which adversely affect properties listed, or eligible for listing, in the National Register of Historic Places, unless they are in compliance with requirements of the National Historic Preservation Act and any necessary activities to avoid, or minimize impacts have been coordinated with the Louisiana State Historic Preservation Officer *(for questions, the operator should contact the Section 106 Review Coordinator, Office of Cultural Development, P. O. Box 44247, Baton Rouge, LA 70804, or telephone (225) 342-8160);*

3. discharges of wastewater determined by this Office to present an environmental risk, or potential risk of discharging pollutants other than those intended to be regulated by this permit;

4. facilities that intend to have long – term discharges (i.e. reoccurring or on-going activities);

5. discharges that are mixed with other, non-covered discharge types unless those other discharges are in compliance with another LPDES permit;

6. facilities which discharge substances that are not addressed by pollution prevention plan requirements or would not be adequately regulated by the effluent limitations in this permit;

7. discharges which have limits assigned to them in the Louisiana Water Quality Management Plan or by an approved Waste Load Allocation which are different from the limits contained in this permit; and

8. discharges from onshore facilities associated with production, field exploration, drilling, well completion, or well treatment, where the discharge is potentially contaminated with raw material, intermediate products, finished products, byproducts, or waste products (see 40 CFR Part 435.30).

This general permit **may not** apply to:

1. discharges from facilities not in compliance with a previously issued individual or general wastewater discharge permit;

2. discharges from facilities which have previously been in violation of state water quality regulations;

3. discharges from facilities which are located in an environmentally sensitive area;

4. discharges which cause or contribute to the violation of a state water quality standard;

5. discharges into water bodies designated by the State pursuant to Section 303(d) of the Clean Water Act; and

6. discharges from surface impoundments at refineries, organic and inorganic chemical manufacturing facilities, and hazardous waste landfills.

The Department may deny coverage under this permit and require submittal of an application for an individual or other general LPDES permit based on a review of the NOI or other information. This Office reserves the right to issue such facilities an individual or other general LPDES permit with more appropriate limitations and conditions.

SECTION B. EFFLUENT LIMITATIONS

During the period beginning with coverage under this permit and lasting through the expiration of authorization (no greater than 180 days, unless extended), all permittees covered under this general permit are authorized to discharge wastewater as specified in Appendix A, which will be attached to the cover letter granting authorization to discharge under this permit. Specific other conditions applicable to the wastewater discharge will also be identified in Appendix A.

Schedule A: Treated Sanitary Wastewater (less than 5,000 GPD) and / or Dewatering of Oxidation Ponds (less than 5,000 GPD)

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location. In cases where there are multiple limitations listed for the same parameter in the table below, instructions will be given in Appendix A of the cover letter indicating the appropriate limitation to be used.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY[1]	SAMPLE TYPE
Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
BOD_5, mg/L	30	45	1/discharge or weekly	Grab
TSS, mg/L	30	45	1/discharge or weekly	Grab
TSS[2], mg/L	90	135	1/discharge or weekly	Grab
Oil & Grease[3], mg/L	---	15	1/discharge or weekly	Grab
Fecal Coliform[4] number/100 mL	200	400	1/discharge or weekly	Grab
Fecal Coliform[4, 5] number/100 mL	14	43	1/discharge or weekly	Grab
pH – allowable range[6] standard units	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab
Enterococci[7] number/100 mL	35	135	1/discharge or weekly	Grab

1 When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

2 For an oxidation pond treatment unit, the Monthly Average is 90 mg/L and the Daily Maximum is 135 mg/L.

3 Required only for discharges which include food service waste and/or Laundromat wastewater.

4 Future water quality studies may indicate potential toxicity from the presence of residual chlorine in the treatment facility's effluent. Therefore, the permittee is hereby advised that a future Total Residual Chlorine Limit may be required if chlorine is used as a method of

disinfection. In many cases, this becomes a NO MEASURABLE Total Residual Chlorine Limit. If such a limit were imposed, the permittee would be required to provide for dechlorination of the effluent prior to discharge.

[5] If the discharge is directly to a waterbody which is named in the LAC 33:IX.1123.Table 3, and which has a designated use of oyster propagation, the fecal coliform limitations will be 14 number/100 mL monthly average and 43 number/100 mL daily maximum. Appendix A of the permit authorization will state if the more stringent limitations apply.

[6] The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

[7] On a case-by case basis, Enterococci monitoring requirements may be required of facilities that are located in a subsegment for which Enterococci water quality standards are applicable. Upon written notification of coverage under this permit, the permittee shall comply with the effluent limitations schedule(s) stated in Appendix A of this permit. Enterococci monitoring requirements will apply to facilities located in coastal marine waters for which Enterococci criteria have been finalized in LAC 33.IX.1123, Table 3.

There shall be no discharge of floating or settleable solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

Schedule B: Uncontaminated Stormwater Discharges and/or Utility Wash Water without soaps and/or detergents[1]

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY[2]	SAMPLE TYPE
Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
TOC, mg/L	----	50	1/discharge or weekly	Grab
Oil and Grease, mg/L	----	15	1/discharge or weekly	Grab
pH – allowable range[3] standard units	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab

1 See Part II, Section S: Pollution Prevention Activities.

2 When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

3 The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

There shall be no discharge of floating or settleable solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

Schedule C: Utility Wash Waters with Soaps and/or Detergents[1]

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location. **The permittee must contact the appropriate MS4 to determine any local requirements prior to discharge.** In cases where there are multiple limitations listed for the same parameter in the table below, instructions will be given in Appendix A of the cover letter indicating the appropriate limitation to be used.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY[2]	SAMPLE TYPE
Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
TSS, mg/L	----	45	1/discharge or weekly	Grab
COD, mg/L	200	300	1/discharge or weekly	Grab
COD[3], mg/L	----	125	1/discharge or weekly	Grab
Oil and Grease, mg/L	----	15	1/discharge or weekly	Grab
pH – allowable range[4] standard units	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab
Soaps and/or Detergents	Report[5]	N/A	1/discharge or weekly	Inventory Calculation
Visible Sheen[6]	----	No Presence	1/day	Observation

1 See Part II, Section S: Pollution Prevention Activities.

2 When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

3 If process wastewater is combined with storm water, the COD limitation shall be 125 mg/L Daily Maximum (no Monthly Average limitation is set).

4 The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

5 Monitor by inventory records and calculations. Only discharges of phosphate free/non-toxic soaps and detergents are authorized by this permit. Retain inventory records (quantity and type), and a Safety Data Sheet (SDS) for each material used for three years. No DMR reporting

shall be required.

[6] Conduct daily visual observations to determine if a visible sheen is present at the outfall. The permittee shall keep a manual log recording the results of the daily visual observations. No DMR reporting is required for Visible Sheen [LAC 33:IX.2701.A]; therefore, do not report Visible Sheen on the quarterly DMR form that is used to report lab analysis for other parameters (flow, COD, TSS, Oil & Grease, and pH). However, if a visible sheen is noted during an inspection, a letter of noncompliance shall be submitted in accordance with Part III, Standard Conditions, Section D.7. Retain the manual log at the facility. Individual entries in the manual log shall be retained for three years from the inspection date.

There shall be no discharge of floating or settleable solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

Schedule D: Hydrostatic Testing and Vessel Testing Wastewaters[1]

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY [2, 3]	SAMPLE TYPE
Flow (GPD)[7]	Report	Report	1/discharge or weekly	Estimate
TSS[4, 7], mg/L	----	90	1/discharge or weekly	Grab
TSS – NET[4, 5], mg/L	----	90	1/discharge or weekly	Grab
TSS (intake)[4, 6]	----	Report	1/discharge or weekly	Grab
TSS (effluent)[4, 6]	----	Report	1/discharge or weekly	Grab
Oil and Grease[7], mg/L	----	15	1/discharge or weekly	Grab
TOC[7], mg/L	----	50	1/discharge or weekly	Grab
Benzene[7], µg/L	----	50	1/discharge or weekly	Grab
Total BTEX[7, 8], µg/L	----	250	1/discharge or weekly	Grab
Total Lead[7], µg/L	----	50	1/discharge or weekly	Grab
pH - Allowable Range (Standard Units)[7, 9]	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab

1 All "heels" or free liquids must be removed from a container **before** washing, rinsing or conducting a hydrostatic test on the storage tank, vessel, or similar container.

2 When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

3 For discharge of wastewater from the hydrostatic testing of <u>new</u> pipes, vessels, and/or tanks, approval may be requested from the appropriate regional office to sample and run analysis for the required parameters at the time of discharge (i.e., not prior to discharge). Current regional office address and telephone numbers are available on the LDEQ website at http://deq.louisiana.gov/directory/office/regional-offices.

4 When reporting electronically and monitoring is not required during a certain quarter(s), use a

no data indicator (NODI) code of 9 for conditional or not required.

[5] Net = Effluent – Intake. The background concentration of Total Suspended Solids (TSS) will be allowed in the discharge if the effluent is being returned to the same water source from which the intake water was obtained. The TSS of the discharge shall not exceed the intake TSS by more than 90 mg/L and shall be reported on the DMR as the net.

[6] Report the TSS intake and effluent values on the DMR.

[7] Flow, TSS, Oil and Grease, and pH shall be measured on discharges from all new and existing pipelines, flowlines, vessels, or tanks. In addition, Total Organic Carbon (TOC) shall be measured on discharges from pipelines, flowlines, vessels, or tanks which have previously been in service; (i.e., those which are not new). Benzene, Total BTEX, and Total Lead shall be measured on discharges from existing pipelines, flowlines, vessels, or tanks which have been used for the storage or transportation of liquid or gaseous petroleum hydrocarbons.

[8] BTEX shall be measured as the sum of benzene, toluene, ethylbenzene, ortho-xylene, meta-xylene, and para-xylene, as quantified using the methods prescribed by the latest approved 40 CFR 136.

[9] The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

In accordance with 40 CFR 122.44(i)(1)(iv), the permittee is required to use the most sufficiently sensitive method necessary to prove compliance with the effluent limitations. Further, be advised that all effluent testing shall be conducted utilizing EPA-approved methods from laboratories accredited to conduct the required analyses.

For a given parameter, if the MQL prescribed by the permit is less than the permit limitation, any EPA-approved method with a method detection level (MDL) which is equal to or less than this MQL may be utilized. In this scenario, if an individual analytical result is below the MQL, the permittee may report "0" on a discharge monitoring report (DMR).

Where the MQL prescribed by the permit is greater than the permit limitation, the permittee shall use a sufficiently sensitive EPA-approved method capable of yielding a quantifiable result which proves compliance with the limitation. If a sufficiently sensitive method is available with an MDL equal to or less than the permit limit, and the individual analytical result is less than the MDL, the permittee may report "0" on a DMR. However, some instances may occur where there is no sufficiently sensitive EPA-approved method which will yield a quantifiable result equal to or less than the permit limitation. In these cases, the permittee must submit supporting documentation indicating that they used the most sensitive method available. In this scenario, if an individual analytical result is not detectable at the MDL of the method used, the permittee must report "non-detect" on the DMR. Please note that ANY quantifiable result above the permit limitation shall be reported as an excursion.

There shall be no discharge of floating or settleable solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

No discharge shall generate a flow condition within any drainage conveyance or water body which, either alone or in concert with storm water runoff, represents a threat to public safety by virtue of discharge velocity.

Additives such as corrosion inhibitors, bactericides, and dyes may not be added to the test water to be discharged without prior written approval from this Office. Written requests for approval must include toxicity data for each additive proposed for use, as well as a clear description of the proposed discharge including projected volumes of wastewaters and additive levels in the wastewaters. See Part II, Other Conditions, Section Y for specific requirements.

There shall be no discharge of PCBs. **Proof that PCBs are not present in the pipe is required for all pipelines which have been in use for transmission of *natural gas*.** Such proof shall consist of a statement, signed by a responsible company official, certifying that *either* the pipeline has been tested for, and found to be free of PCBs, *or* that compressors or other equipment that contained PCBs were never used on the pipeline. If the permittee cannot furnish such certification, then the discharge water must be tested for PCBs prior to any discharge, in accordance with the methods prescribed by the latest approved 40 CFR 136, and the results submitted to the Water Permits Division.

Schedule E: Potable Water Treatment Plant Filter Backwash, Clarifier Blowdown, Water Softening, Iron and Manganese Removal, and Disinfection of Source Water

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY [1]	SAMPLE TYPE
Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
TSS[2,3], mg/L	30	45	1/discharge or weekly	Grab
Clarifying Agents Used[4]	Report	Report	1/discharge or weekly	Inventory Calculations
Chlorides[2,5], mg/L	----	250	1/discharge or weekly	Grab
Total Recoverable Iron[2,6], mg/L	---	Report	1/discharge or weekly	Grab
pH - Allowable Range[7] (Standard Units)	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab

1 When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

2 Limitations and monitoring requirements for TSS, Chlorides, and Total Recoverable Iron are not applicable to discharges comprised exclusively of water treatment clarifier sludge and/or clarifier blowdown (not combined with any other untreated waste source, including demineralizer and softener wastes), so long as the discharge is to the source stream. If the permittee meets the conditions of this footnote, the permittee shall use a no data indicator (NODI) code of 9 for conditional/ not required for TSS, Chlorides, and Total Recoverable Iron.

3 Unless notified by this Office, TSS monitoring from filter backwash, clarifier sludge, or clarifier blowdown (higher water content than sludge) is only required when it is discharged to a receiving water body that is different from the intake water body (so long as it is not combined with demineralizer and softener wastes). If the permittee meets the conditions of this footnote, the permittee shall use a no data indicator (NODI) code of 9 for conditional/ not required for TSS.

4 Keep inventory records of each type of Clarifying Agent used along with the total amount

used and the monthly average during the monitoring period. Additionally, a Safety Data Sheet (SDS) for each Clarifying Agent used shall be kept on file at the plant. Retain the inventory records and the SDSs at the facility for three years. No DMR reporting is required for Clarifying Agents [LAC 33:IX.2701.J.2]; therefore, do not report Clarifying Agents on the DMR forms that are used to report lab analysis for other parameters (flow, Total Suspended Solids, Chlorides, Total Recoverable Iron, and pH).

[5] The chlorides limitation shall only be applicable at facilities that use a chloride solution to regenerate filters and discharge wastewater from the chloride treatment process treated by a system designed to meet the 250 mg/L daily maximum end-of-pipe chlorides limitation, and where a water quality screen does not require a more stringent limit. Facilities that do not utilize a chloride solution during the source water treatment process shall specify a no data indicator (NODI) code of 9 for conditional/not required on the electronic DMR. Facilities that do utilize a chloride solution during the source water treatment process but do not discharge wastewater from the chloride treatment process shall specify a no data indicator (NODI) code of 9 for conditional/not required on the electronic DMR.

[6] Wastewater discharged as a result of iron and manganese removal from source water shall be monitored for Total Recoverable Iron if an iron removal treatment unit is used.

[7] The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which have the potential to negatively impact aquatic life or hinder natural drainage. For all parameters <u>except</u> Chlorides, the use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

Schedule F: Discharges of Landfill Wastewater[1] from a Construction/Demolition Debris and Woodwaste Landfill

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY [2]	SAMPLE TYPE
Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
TSS, mg/L	27	88	1/discharge or weekly	Grab
BOD_5, mg/L	37	140	1/discharge or weekly	Grab
BOD_5[3], mg/L	10	15	1/discharge or weekly	Grab
Ammonia, mg/L	4.9	10	1/discharge or weekly	Grab
Alpha Terpineol, mg/L	0.016	0.033	1/discharge or weekly	Grab
Benzoic Acid, mg/L	0.071	0.12	1/discharge or weekly	Grab
p-Cresol, mg/L	0.014	0.025	1/discharge or weekly	Grab
Phenol, mg/L	0.015	0.026	1/discharge or weekly	Grab
Zinc (Total), mg/L	0.11	0.20	1/discharge or weekly	Grab
pH - Allowable Range[4] (Standard Units)	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab

[1] Including, but not limited to, cell dewatering wastewater, contaminated storm water and vehicle wash water, see Storm Water Provisions, Part II, Section W, and definition, Part II, Section A.33.

[2] When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

[3] If this discharge is into a stream that is impaired for dissolved oxygen, a 10 mg/L monthly average and 15 mg/L daily maximum may be required. Instructions will be given in the cover letter and/or Appendix A if this more stringent BOD_5 applies.

[4] The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

Schedule G: Non-Contact Stormwater[1] Discharges from a Construction/Demolition Debris and Woodwaste Landfill

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation page(s) that applies to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location.

EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
	MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT FREQUENCY[2]	SAMPLE TYPE
Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
TOC, mg/L	----	50	1/discharge or weekly	Grab
Oil & Grease[3], mg/L	----	15	1/discharge or weekly	Grab
TSS, mg/L	----	100	1/discharge or weekly	Grab
Iron, Total Recoverable, mg/L	----	1.0	1/discharge or weekly	Grab
pH - Allowable Range[3] (Standard Units)	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab

[1] See Storm Water Provisions, Part II, Section W, and definition, Part II, Section A.33.

[2] When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

[3] The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

There shall be no discharge of floating solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.2469.F) to achieve effluent concentration limitations is prohibited.

Schedule H: Other Wastewater Discharges

The permittee shall notify the appropriate Regional Office 24 hours prior to the commencement of discharge for wastewater covered by Schedule H. Current regional office address and telephone numbers are available on the LDEQ website at: http://deq.louisiana.gov/directory/office/regional-offices. **The permittee that will discharge into sensitive hydrological subsegments shall notify the USFWS and NMFS (if applicable) 24 hours prior to the commencement of discharge for wastewater covered by Schedule H.** The current Memorandum between LDEQ and USFWS are available on the LDEQ website at: https://www.deq.louisiana.gov/page/lpdes

The permittee should refer to Appendix A (attached to the permit authorization letter) to determine the outfall number assigned to each discharge. Appendix A also indicates the effluent limitation pages and effluent limitation parameters ID numbers that apply to each outfall. In accordance with the Monitoring and Reporting Requirements section of the permit, DMRs shall be submitted for each outfall location. In cases where there are multiple limitations listed for the same parameter in the table below, instructions will be given in Appendix A of the cover letter indicating the appropriate limitation to be used.

The LDEQ may provide written notice to any facility requiring sampling of the proposed discharge for specific parameter(s), including but not limited to Whole Effluent Toxicity (WET) testing. This may be required in situations where the permittee is unable to specify potential contaminants in the wastewater, which typically fall under Schedule H, Other Wastewater Discharges. Any such notice will specify that automatic coverage (i.e. 72 hours after the post mark date or upon hand-delivery) has not been granted and will briefly state the reasons for the monitoring, parameter(s) to be monitored, frequency and period of monitoring, sample types, and reporting requirements.

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
1	Flow (GPD)	Report	Report	1/discharge or weekly	Estimate
2	BOD_5 / $CBOD_5$[2]	30 mg/L	45 mg/L	1/discharge or weekly	Grab
3	BOD_5 / $CBOD_5$[2]	10 mg/L	15 mg/L	1/discharge or weekly	Grab
4	BOD_5 / $CBOD_5$[2]	5 mg/L	7.5 mg/L	1/discharge or weekly	Grab
5	Enterococci[3] number/100 mL	35 mg/L	135 mg/L	1/discharge or weekly	Grab
6	Ammonia-Nitrogen (NH_3-N)	4 mg/L	8 mg/L	1/discharge or weekly	Grab
7	Ammonia-Nitrogen (NH_3-N)	2 mg/L	4 mg/L	1/discharge or weekly	Grab

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
8	Dissolved Oxygen	5 mg/L (min)	---	1/discharge or weekly	Grab
9	COD	---	100 mg/L	1/discharge or weekly	Grab
10	COD[4]	---	300 mg/L	1/discharge or weekly	Grab
11	TSS	30 mg/L	45 mg/L	1/discharge or weekly	Grab
12	TSS	25 mg/L	45 mg/L	1/discharge or weekly	Grab
13	TSS[5]	90 mg/L	135 mg/L	1/discharge or weekly	Grab
14	TSS[6]	---	90 mg/L	1/discharge or weekly	Grab
15	TSS – NET[6, 7]	---	90 mg/L	1/discharge or weekly	Grab
16	TSS (intake)[6, 8]	---	Report	1/discharge or weekly	Grab
17	TSS (effluent)[6, 8]	---	Report	1/discharge or weekly	Grab
18	TSS	15 mg/L	23 mg/L	1/discharge or weekly	Grab
19	TSS	5 mg/L	10 mg/L	1/discharge or weekly	Grab
20	Oil & Grease	---	15 mg/L	1/discharge or weekly	Grab
21	Fecal Coliform number/100 mL	200	400	1/discharge or weekly	Grab
22	Fecal Coliform[9] number/100 mL	14	43	1/discharge or weekly	Grab
23	TOC	---	50 mg/L	1/discharge or weekly	Grab
24	Total BTEX[10]	---	250 µg/L	1/discharge or weekly	Grab
25	Total Dissolved Solids	---	500 mg/L	1/discharge or weekly	Grab
26	Chlorides	---	250 mg/L	1/discharge or weekly	Grab
27	Sulfates	---	250 mg/L	1/discharge or weekly	Grab
28	Total Nitrogen	---	Report	1/discharge or weekly	Grab
29	Total Phosphorous	---	Report	1/discharge or weekly	Grab
30	Total Residual Chlorine	---	0.2 mg/L	1/discharge or weekly	Grab
31	Temperature (Freshwater)	---	Report	1/discharge or weekly	Grab
32	Temperature (Estuarine & Coastal Waters)	---	Report	1/discharge or weekly	Grab
33	pH - Allowable Range[11] (Standard Units)	6.0 (min)	9.0 (max)	1/discharge or weekly	Grab
34	Turbidity	15 NTU	25 NTU	1/discharge or weekly	Grab

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
35	Turbidity[12]	---	25 NTU	1/discharge or weekly	Grab
36	Total Antimony	---	549 µg/L	1/discharge or weekly	Grab
37	Total Arsenic	---	137 µg/L	1/discharge or weekly	Grab
38	Total Beryllium	---	275 µg/L	1/discharge or weekly	Grab
39	Total Cadmium	---	275 µg/L	1/discharge or weekly	Grab
40	Total Chromium	---	343 µg/L	1/discharge or weekly	Grab
41	Total Copper	---	824 µg/L	1/discharge or weekly	Grab
42	Total Lead	---	275 µg/L	1/discharge or weekly	Grab
43	Total Mercury	---	93 µg/L	1/discharge or weekly	Grab
44	Total Nickel (Fresh water)	---	549 µg/L	1/discharge or weekly	Grab
45	Total Selenium	---	110 µg/L	1/discharge or weekly	Grab
46	Total Silver	---	110 µg/L	1/discharge or weekly	Grab
47	Total Thallium	---	549 µg/L	1/discharge or weekly	Grab
48	Total Zinc	---	686 µg/L	1/discharge or weekly	Grab
49	Total Cyanide	---	1,200 µg/L	1/discharge or weekly	Grab
50	Acrolein	---	100 µg/L	1/discharge or weekly	Grab
51	Acrylonitrile	---	232 µg/L	1/discharge or weekly	Grab
52	Benzene	---	134 µg/L	1/discharge or weekly	Grab
53	Bromoform	---	100 µg/L	1/discharge or weekly	Grab
54	Carbon Tetrachloride	---	38 µg/L	1/discharge or weekly	Grab
55	Chlorobenzene	---	28 µg/L	1/discharge or weekly	Grab
56	Chlorodibromomethane	---	100 µg/L	1/discharge or weekly	Grab
57	Chloroethane	---	268 µg/L	1/discharge or weekly	Grab
58	2-Chloroethyl vinyl ether	---	100 µg/L	1/discharge or weekly	Grab
59	Chloroform	---	46 µg/L	1/discharge or weekly	Grab
60	Dibromochloromethane	---	100 µg/L	1/discharge or weekly	Grab
61	1,2-Dichlorobenzene	---	163 µg/L	1/discharge or weekly	Grab
62	1,3-Dichlorobenzene	---	44 µg/L	1/discharge or weekly	Grab
63	1,4-Dichlorobenzene {*p*-Dichlorobenzene}	---	28 µg/L	1/discharge or weekly	Grab

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
64	1,1-Dichloroethane	---	59 µg/L	1/discharge or weekly	Grab
65	1,2-Dichloroethane (EDC)	---	211 µg/L	1/discharge or weekly	Grab
66	1,1-Dichloroethylene {1,1-dichloroethene}	---	25 µg/L	1/discharge or weekly	Grab
67	1,2-*trans*-Dichloroethylene {1,2-dichloroethene}	---	54 µg/L	1/discharge or weekly	Grab
68	1,2-Dichloropropane	---	230 µg/L	1/discharge or weekly	Grab
69	1,3-Dichloropropene {1,3-Dichloropropylene}	---	44 µg/L	1/discharge or weekly	Grab
70	Ethylbenzene	---	108 µg/L	1/discharge or weekly	Grab
71	Methyl Bromide {Bromomethane}	---	100 µg/L	1/discharge or weekly	Grab
72	Methyl Chloride {Chloromethane}	---	190 µg/L	1/discharge or weekly	Grab
73	Methylene Chloride	---	89 µg/L	1/discharge or weekly	Grab
74	1,1,2,2-Tetrachloroethane	---	100 µg/L	1/discharge or weekly	Grab
75	Tetrachloroethylene	---	56 µg/L	1/discharge or weekly	Grab
76	Toluene	---	74 µg/L	1/discharge or weekly	Grab
77	1,1,1-Trichloroethane	---	54 µg/L	1/discharge or weekly	Grab
78	1,1,2-Trichloroethane	---	54 µg/L	1/discharge or weekly	Grab
79	Trichloroethylene {Trichloroethene}	---	54 µg/L	1/discharge or weekly	Grab
80	Vinyl Chloride	---	172 µg/L	1/discharge or weekly	Grab
81	2-Chlorophenol {o-Chlorophenol}	---	98 µg/L	1/discharge or weekly	Grab
82	2,4-Dichlorophenol	---	112 µg/L	1/discharge or weekly	Grab
83	2,4-Dimethylphenol	---	36 µg/L	1/discharge or weekly	Grab
84	4,6-Dinitro-o-cresol {4,6-Dinitro-o-phenol} {4,6-Dinitro-2-methyl phenol}	---	277 µg/L	1/discharge or weekly	Grab
85	2,4-Dinitrophenol	---	123 µg/L	1/discharge or weekly	Grab
86	2-Nitrophenol	---	69 µg/L	1/discharge or weekly	Grab
87	4-Nitrophenol	---	124 µg/L	1/discharge or weekly	Grab

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
88	p-Chloro-m-cresol {Parachlorometacresol}	---	100 µg/L	1/discharge or weekly	Grab
89	Pentachlorophenol	---	100 µg/L	1/discharge or weekly	Grab
90	Phenol	---	26 µg/L	1/discharge or weekly	Grab
91	2,4,6-Trichlorophenol	---	100 µg/L	1/discharge or weekly	Grab
92	Acenaphthene	---	47 µg/L	1/discharge or weekly	Grab
93	Acenapthylene	---	47 µg/L	1/discharge or weekly	Grab
94	Anthracene	---	47 µg/L	1/discharge or weekly	Grab
95	Benzidine	---	100 µg/L	1/discharge or weekly	Grab
96	Benzo(a)anthracene	---	47 µg/L	1/discharge or weekly	Grab
97	Benzo(a)pyrene	---	48 µg/L	1/discharge or weekly	Grab
98	3,4-Benzofluoranthene {Benzo(b)fluoranthene}	---	48 µg/L	1/discharge or weekly	Grab
99	Benzo(ghi)perylene	---	100 µg/L	1/discharge or weekly	Grab
100	Benzo(k)fluoranthene	---	47 µg/L	1/discharge or weekly	Grab
101	Bis(2-chloroethyl)ether	---	100 µg/L	1/discharge or weekly	Grab
102	Bis(2-chloroethoxy)methane	---	100 µg/L	1/discharge or weekly	Grab
103	Bis(2-chloroisopropyl)ether	---	100 µg/L	1/discharge or weekly	Grab
104	Bis(2-ethylhexyl)phthalate	---	258 µg/L	1/discharge or weekly	Grab
105	4-Bromophenyl phenyl ether	---	100 µg/L	1/discharge or weekly	Grab
106	Benzyl butyl phthalate {Butyl benzyl phthalate}	---	100 µg/L	1/discharge or weekly	Grab
107	2-Chloronaphthalene	---	100 µg/L	1/discharge or weekly	Grab
108	4-Chlorophenyl phenyl ether	---	100 µg/L	1/discharge or weekly	Grab
109	Chrysene	---	47 µg/L	1/discharge or weekly	Grab
110	Dibenzo(a,h)anthracene	---	100 µg/L	1/discharge or weekly	Grab
111	3,3-Dichlorobenzidine	---	100 µg/L	1/discharge or weekly	Grab
112	Diethyl phthalate	---	113 µg/L	1/discharge or weekly	Grab
113	Dimethyl phthalate	---	47 µg/L	1/discharge or weekly	Grab
114	Di-n-butyl phthalate	---	43 µg/L	1/discharge or weekly	Grab
115	2,4-Dinitrotoluene	---	285 µg/L	1/discharge or weekly	Grab

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
116	2,6-Dinitrotoluene	---	641 µg/L	1/discharge or weekly	Grab
117	Di-n-octyl phthalate	---	100 µg/L	1/discharge or weekly	Grab
118	1,2-Diphenylhydrazine	---	100 µg/L	1/discharge or weekly	Grab
119	Fluoranthene	---	54 µg/L	1/discharge or weekly	Grab
120	Fluorene	---	47 µg/L	1/discharge or weekly	Grab
121	Hexachlorobenzene	---	28 µg/L	1/discharge or weekly	Grab
122	Hexachlorobutadiene	---	49 µg/L	1/discharge or weekly	Grab
123	Hexachlorocyclopentadiene	---	100 µg/L	1/discharge or weekly	Grab
124	Hexachloroethane	---	54 µg/L	1/discharge or weekly	Grab
125	Ideno(1,2,3-cd)pyrene	---	100 µg/L	1/discharge or weekly	Grab
126	Isophorone	---	100 µg/L	1/discharge or weekly	Grab
127	Naphthalene	---	47 µg/L	1/discharge or weekly	Grab
128	Nitrobenzene	---	68 µg/L	1/discharge or weekly	Grab
129	N-nitrosodimethylamine	---	100 µg/L	1/discharge or weekly	Grab
130	N-nitrosodi-n-propylamine	---	100 µg/L	1/discharge or weekly	Grab
131	N-nitrosodiphenylamine	---	100 µg/L	1/discharge or weekly	Grab
132	Phenanthrene	---	47 µg/L	1/discharge or weekly	Grab
133	Pyrene	---	48 µg/L	1/discharge or weekly	Grab
134	1,2,4-Trichlorobenzene	---	140 µg/L	1/discharge or weekly	Grab
135	Aldrin	---	10 µg/L	1/discharge or weekly	Grab
136	Alpha-BHC	---	10 µg/L	1/discharge or weekly	Grab
137	Beta-BHC	---	10 µg/L	1/discharge or weekly	Grab
138	Delta-BHC	---	10 µg/L	1/discharge or weekly	Grab
139	Gamma-BHC (Lindane)	---	10 µg/L	1/discharge or weekly	Grab
140	Chlordane	---	10 µg/L	1/discharge or weekly	Grab
141	4,4'-DDT	---	10 µg/L	1/discharge or weekly	Grab
142	4,4'-DDE	---	10 µg/L	1/discharge or weekly	Grab
143	4,4'-DDD	---	10 µg/L	1/discharge or weekly	Grab
144	Dieldrin	---	10 µg/L	1/discharge or weekly	Grab

ID	EFFLUENT CHARACTERISTICS	DISCHARGE LIMITATIONS		MONITORING REQUIREMENTS	
		MONTHLY AVERAGE	DAILY MAXIMUM	MEASUREMENT[1] FREQUENCY	SAMPLE TYPE
145	Endosulfan-α	---	10 µg/L	1/discharge or weekly	Grab
146	Endosulfan-β	---	10 µg/L	1/discharge or weekly	Grab
147	Endosulfansulfate	---	10 µg/L	1/discharge or weekly	Grab
148	Endrin	---	5 µg/L	1/discharge or weekly	Grab
149	Endrin aldehyde	---	10 µg/L	1/discharge or weekly	Grab
150	Heptachlor	---	10 µg/L	1/discharge or weekly	Grab
151	Heptachlor Epoxide	---	10 µg/L	1/discharge or weekly	Grab
152	Total PCBs	---	5 µg/L	1/discharge or weekly	Grab
153	PCB-1016	---	5 µg/L	1/discharge or weekly	Grab
154	PCB-1221	---	5 µg/L	1/discharge or weekly	Grab
155	PCB-1232	---	5 µg/L	1/discharge or weekly	Grab
156	PCB-1242	---	5 µg/L	1/discharge or weekly	Grab
157	PCB-1248	---	5 µg/L	1/discharge or weekly	Grab
158	PCB-1254	---	5 µg/L	1/discharge or weekly	Grab
159	PCB-1260	---	5 µg/L	1/discharge or weekly	Grab
160	Toxaphene	---	10 µg/L	1/discharge or weekly	Grab
161	2,3,7,8-Tetrachloro-dibenzo-p-dioxin (TCDD)	---	0.00002 µg/L	1/discharge or weekly	Grab
162	Total Phenols	---	300 µg/L	1/discharge or weekly	Grab

[1] When feasible, the permittee shall sample the wastewater once prior to discharge in order to ensure permit compliance. If any discharge extends beyond one week in duration, then sampling of the above parameters shall continue on a weekly basis until the discharge ends.

[2] $CBOD_5$ limitations are required when NH_3-N limits are placed in the permit. BOD_5 limitations are required when NH_3-N limits are not placed in the permit.

[3] On a case-by case basis, Enterococci monitoring requirements may be required of facilities that are located in a subsegment for which Enterococci water quality standards are applicable. Upon written notification of coverage under this permit, the permittee shall comply with the effluent limitations schedule(s) stated in Appendix A of this permit. Enterococci monitoring requirements will apply to facilities located in coastal marine waters for which Enterococci criteria have been finalized in LAC 33.IX.1123, Table 3.

[4] If process wastewater is combined with storm water, the COD limitation shall be 125 mg/L Daily Maximum (no Monthly Average limitation is set).

[5] For discharges from oxidation ponds the monthly average is 90 mg/L and the daily maximum is 135 mg/L.

[6] When reporting electronically and monitoring is not required during a certain quarter(s), use a no data indicator (NODI) code of 9 for conditional or not required.

[7] Net = Effluent – Intake. The background concentration of Total Suspended Solids (TSS) will be allowed in the discharge if the effluent is being returned to the same water source from which the intake water was obtained. The TSS of the discharge shall not exceed the intake TSS by more than 90 mg/L and shall be reported on the DMR as the net.

[8] Report the TSS intake and effluent values on the DMR.

[9] If this discharge is located in an oyster propagation area, the Fecal Coliform limitation will be 14 number/100 mL monthly average and 43 number/100 mL daily maximum.

[10] Total BTEX shall be measured as the sum of benzene, toluene, ethylbenzene, ortho-xylene, meta-xylene, and para-xylene, as quantified using the methods prescribed by the latest approved 40 CFR 136.

[11] The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units. The permittee shall report both the minimum and maximum instantaneous pH values measured

[12] In accordance with LAC 33:IX.1113.B.9, the following maximum NTU levels shall apply to discharges to the following water bodies: 150 NTU: Red, Mermentau, Atchafalaya, Mississippi and Vermilion Rivers, and Bayou Teche; 50 NTU: Amite, Pearl, Ouachita, Sabine, Calcasieu, Tangipahoa, Tickfaw and Tchefuncte Rivers.

There shall be no discharge of floating or settleable solids or visible foam in other than trace amounts, or of free oil or other oily materials, or of toxic materials in quantities such as to cause acute toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. There shall be no accumulation of solids in the receiving stream which has the potential to negatively impact aquatic life or hinder natural drainage. The use of dilution (Part III, Standard Conditions, Section A.13) or flow augmentation (LAC 33:IX.3705.F) to achieve effluent concentration limitations is prohibited.

SECTION C. MONITORING REQUIREMENTS

1. Samples shall be taken at the monitoring points specified in Appendix A attached to the cover letter from LDEQ that authorizes coverage under the general permit. Unless specified otherwise in Appendix A, samples shall be taken before the effluent joins or is diluted by any other wastestream, body of water, or substance (immediately after exiting the treatment mechanism, if treatment is applied). A facility-specific Appendix A will be attached to each cover letter that authorizes facility-specific discharges under this general permit.

2. Provisions must be made during the installation of the treatment unit for obtaining a proper sample.

3. Proper sampling techniques shall be used to ensure that analytical results are representative of pollutants in the discharge.

4. If a discharge is found to be in violation of specified limits, the permittee will be subject to enforcement action, including civil penalties, and may be required to obtain an individual permit.

5. All monitoring records must be retained for a period of at least three years from the date of the sample measurements. The permittee shall make available to this Office, upon request, copies of all monitoring data required by this permit (see Part III, Standard Conditions, Section C.4).

6. Monitoring results for each discharge point (outfall number) listed in Appendix A attached to the permittee's cover letter must be submitted through a department-approved electronic document receiving system (NetDMR) in accordance with LAC 33:I.Chapter 21 unless the state administrative authority gives written authorization to the permittee to submit monitoring results in an alternative format such as paper DMRs. When reporting electronically and monitoring is not required during a certain quarter(s), use a no data indicator (NODI) code of 9 for conditional or not required. For additional information regarding NetDMR, see the LDEQ's NetDMR website: www.deq.louisiana.gov/netdmr. Permittees shall submit a DMR for each outfall identified in Appendix A attached to the permittee's cover letter for every monitoring period even if there were no discharges during a monitoring period.

   For daily maximum and monthly average discharge limitations, the permit stipulates that monitoring shall occur once per discharge (1/discharge) or weekly. For discharges that exceed one week, one sample per week must be collected. Laboratory results for each regulated parameter in the discharge shall be averaged for each sample analyzed during the month and summarized on a Discharge Monitoring Report (DMR) form. When the outfall schedule in the permit stipulates that monitoring at an outfall shall occur once/month or more frequently, the permittee must complete one DMR form for that outfall for each month even if there were no discharges from the outfall during a month. Monthly DMRs shall be submitted electronically to LDEQ on a quarterly basis.

The schedule for quarterly DMR submission is as follows:

Quarterly Submission

Monitoring Period	DMR Postmark Date
January, February, March	April 28th
April, May, June	July 28th
July, August, September	October 28th
October, November, December	January 28th

The "Monthly Average" concentration that is reported on the DMR form is calculated using one formula when flow is not measured as a continuous record and is calculated using a different formula when flow is measured as a continuous record or with a totalizer. Part III, Standard Conditions, Section F of the permit explains which formula should be used and how to calculate "Monthly Average" concentrations when flow is not measured as a continuous record versus when flow is measured as a continuous record or with a totalizer.

In accordance with LAC 33:IX.2503.A and B, DMRs must be signed (electronically) and certified by an authorized person. Be aware that LDEQ will accept laboratory results only from "LDEQ accredited" laboratories (see Part III, Standard Conditions, Section C.10).

An electronic DMR reporting system (NetDMR) is available at www.deq.louisiana.gov/ using the following path: Enforcement – NetDMR. Permittees must use this online system, unless a waiver is granted by the Office of Environmental Compliance – Enforcement Division, Permit Compliance Unit (PCU). If granted, Discharge Monitoring Reports shall be submitted to the Enforcement Division, Office of Environmental Compliance, Department of Environmental Quality, P. O. Box 4312, Baton Rouge, LA 70821-4312. **DMRs must be electronically submitted in accordance with LAC 33:I.2101.A and B no later than the 28th day of the month following the reporting period.**

PART II

OTHER REQUIREMENTS

The permittee must comply with all applicable provisions of the Louisiana Water Quality Regulations including standard conditions found in LAC 33:IX.2701. This Office has established the following definitions and requirements in accordance with those regulations. The definition of other terms may be found in the Louisiana Water Pollution Control Regulations (LAC 33:IX.2313).

SECTION A. DEFINITIONS

For definitions of monitoring and sampling terminology see Part III, Standard Conditions, Section F.

Additional definitions:

1. *Act*: means Act 449 of the 1979 Louisiana Legislature which established Section 2001, et seq. of Title 30 of the Louisiana Revised Statutes of 1950 and any subsequent amendment to these Sections.

2. *Activity*: means any conduct, operation or process which causes or may cause the discharge of pollutants into the waters of the state.

3. *Biochemical oxygen demand (BOD)*: means the amount of oxygen required by bacteria during the decay of organic and nitrogenous material.

4. *Bypass*: means the intentional diversion of waste streams from any portion of a treatment facility.

5. *Clarifier Blowdown*: means water discharged from a clarifier for the purpose of reducing the suspended solids concentration.

6. *Clarifier Sludge*: sludge from the clarifier that has less water content than clarifier blowdown that is discharged for the purpose of removing solids from the bottom of the clarifier. Same as clarifier blowdown with less water content.

7. *Chemical oxygen demand (COD)*: means the amount of oxygen organic matter can consume in wastewater. It is expressed as the amount of oxygen consumed from a chemical oxidant in mg/L.

8. *Commingled Discharges*: means waste streams that are mixed prior to final discharge and can not be sampled separately as internal outfalls.

9. *Construction/Demolition (C&D) Debris*: nonhazardous waste generally considered not water-soluble that is produced in the process of construction, remodeling, repair, renovation, or demolition of structures, including buildings of all types (both residential and nonresidential). Solid waste that is not C&D debris (even if resulting from the construction, remodeling, repair renovation, or demolition of structures) includes, but is not limited to, *regulated asbestos containing material (RACM)* as defined in LAC 33:III.5151.B, white goods, creosote, treated lumber, and any other item not an integral part of the structure.

10. *Contaminated Storm Water*: a storm water discharge that causes or contributes to an exceedance of applicable water quality standards and includes pollutants attributed to industrial activity; specific to landfills, storm water which comes in direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater. Some specific areas of a landfill that may produce contaminated storm water include (but are not limited to): the open face of an active landfill with exposed waste (no cover added); the areas around wastewater treatment operations; trucks, equipment or machinery that has been in direct contact with the waste; and waste dumping areas.

11. *Discharge*: when used without qualification means the "discharge of a pollutant".

12. *Discharge Monitoring Report (DMR)*: The form used when a waiver from the electronic DMR reporting system has been granted (including any subsequent additions, revisions, or modifications) to report self-monitoring results of effluent discharges by NPDES permittees and permittees in delegated states. EPA Form 3320-1 is the DMR form that must be used by permittees in the state of Louisiana (LPDES permittees) to report self-monitoring results if a waiver from the electronic DMR reporting system has been granted.

13. *Effluent*: means wastewater discharged to the waters of the state.

14. *Effluent Limitations*: means any applicable state or federal quality or quantity limitation which imposes any restriction or prohibition on quantities, discharge rates, and concentrations of pollutants which are discharged into the waters of the state.

15. *Emergency Discharge*: includes but is not limited to: abnormal discharges associated with natural disasters and discharges associated with or resulting from fires, explosions.

16. *Enterococci*: means a group of fecal bacteria used as an indicator of fecal contamination and predictor of human illness.

17. *Facility*: means a pollution source, or any public or private property or site and all contiguous land and structures, other appurtenances and improvements, where any activity is conducted which discharges or may result in the discharge of pollutants into waters of the State.

18. *Facility-specific*: means any fixed location at which the activities covered by this permit occur. A fixed location may have several discharge points at that location.

19. *Fecal coliform*: means a gram negative, non-spore forming, rod-shaped bacteria found in the intestinal tract of warm-blooded animals.

20. *Filter Backwash*: means water from the reverse flow through a filter used to unclog or clean the filter media.

21. *Friable Asbestos Containing Material*: any material containing more than 1 percent asbestos as determined by using the method specified in Appendix A, Subpart F, 40 CFR, Part 763, Section 1, Polarized Light Microscopy that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM, or equivalent EPA approved estimation technique, or assume the amount to be greater than one percent and treat the material as asbestos-containing material.

22. *General Permit*: means an LPDES permit authorizing a category of similar discharges within a geographical area.

23. *Gray Water*: means galley, bath, and shower water, as well as wastewater from lavatory sinks, laundry, interior deck drains, water fountains, and shop sinks.

24. *Heel*: means any material remaining in a tank following unloading, delivery, or discharge of the transported cargo. Heels may also be referred to as container residue, residual materials or residuals.

25. *Hydrostatic Test*: is a leakage determination test that is conducted on a hollow object or piece of equipment by filling the tested item with water and subjecting it to pressure.

26. *Hydrostatic Test Wastewater*: water that has been used to conduct a hydrostatic test.

27. *Internal Outfalls*: means sampling points already in existence in a combined effluent outfall that are positioned such as to allow the different wastewater streams to be sampled before they combine.

28. *Iron and Manganese Removal Wastewater*: means wastewater from the backwashing of filters after oxidizing chemicals have been added to the source water to precipitate iron and manganese. Also the water discharge from the dewatering of lime or lime and soda ash sludge used to remove iron and manganese.

29. *Landfill*: means a facility for the disposal of solid waste, other than landfarm(s) or surface impoundment(s), that disposes of solid waste by placing it on or into the land surface and usually also compacting and covering with suitable cover material to a depth and at a frequency sufficient to control disease vectors and odors and in a manner that protects human health and the environment.

30. *Landfill Wastewater*: means all wastewater associated with, or produced by, landfilling activities except for sanitary wastewater, non-contact storm water, contaminated ground water, and wastewater from recovery pumping wells. Landfill wastewater includes, but is not limited to leachate, gas collection condensate, drained free liquids, laboratory derived wastewater, contaminated storm water and contact wastewater from washing truck, equipment, and railcar exteriors and surface areas which have come in direct contact with solid waste at the landfill facility. (40 CFR 445.2)

31. *Minor Facility*: means any facility not classified as a major facility by the administrative authority.

32. *NetDMR*: means a web-based tool that allows facilities to electronically sign and submit LPDES discharge monitoring reports (DMRs) to the LDEQ.

33. *Non-contact Storm Water*: storm water discharges that do not cause or contribute to an exceedance of applicable water quality standards and are free from the presence of pollutants attributed to industrial activity. Specific to landfills, it means storm water which does not come into direct contact with landfill wastes, the waste handling and treatment areas, or landfill wastewater. Non-contaminated storm water includes storm water which flows off the cap, interim compacted cover, and / or final cover of the landfill.

34. *Non-friable asbestos*: any material containing more than one percent asbestos as determined by using the method specified in Appendix a, Subpart F, 40 CFR, Part 763, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

35. *Office*: means the Office of Environmental Services within the Department of Environmental Quality.

36. *Operator*: means the person or legal entity responsible for the operation and/or maintenance of a facility with a discharge covered by the Title 33 regulations.

37. *Outfall*: means the point at which wastewater or storm water from a facility is monitored prior to mixing with other waters. An outfall can be identified either at the point that effluent or storm water discharges by pipe from a treatment plant or treatment system **or** the point at which effluent or storm water discharges into a drainage ditch on the property, into a roadside ditch,

into a storm drain, or directly into a receiving water body such as a creek, coulee, stream, bayou, canal, or river.

38. *Owner*: means the person or legal entity holding legal title to a facility with a discharge covered by the Title 33 regulations.

39. *Person*: means an individual, municipality, public or private corporation, partnership, firms, the United States Government and any agent or subdivision thereof, or any other juridical person.

40. *Petroleum*: means crude oil, gasoline, diesel fuel, aviation fuel, fuel oils, gasoline additives stored and used in conjunction with gasoline storage, petroleum lubricants, petroleum solvents and petroleum derived asphalts.

41. *Pollutant*: means any substance introduced into the waters of the state by any means that would tend to degrade the chemical, physical, biological, or radiological integrity of such environment.

42. *Process Wastewater*: means any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. Process wastewater may include interior or exterior washing of plant trucks or product receptacles.

43. *Reportable Quantity (RQ) Release*: a discharge of oil or a hazardous substance (for which notification is required pursuant to either 40 CFR 117.21, or 40 CFR 302.6, or 110.6) occurs at the facility or if the facility contributes to a violation of a water quality standard (pursuant to 40 CFR 110.3). Discharges of oil in such quantities that the Administrator has determined may be harmful is defined in 40 CFR 110. (Per 40 CFR Part 110.3, "For purposes of section 311(b)(4) of the Act, discharges of oil in such quantities that the Administrator has determined may be harmful to the public health or welfare or the environment of the United States include discharges of oil that: (a) Violate applicable water quality standards; or (b) Cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines."

44. *Safety Data Sheet*: means a compilation of information required under the OSHA Communication Standard on the identity of hazardous chemicals, health, and physical hazards, exposure limits, and precautions.

45. *SDS*: see Safety Data Sheet.

46. *Sanitary wastewater*: means treated or untreated wastewaters which contain human metabolic and domestic wastes.

47. *Secretary*: means the Secretary of the Louisiana Department of Environmental Quality.

48. *Short Term Discharge*: discharges that will occur one-time or for a limited duration.

49. *Source Water*: means the water body (waters of the state) from which the process water is withdrawn.

50. *Standard Methods*: means Standard Methods for the Examination of Water and Wastewater, American Public Health Association, Washington, DC, the American Water Works Association, and the Water Environment Federation.

51. *State Administrative Authority*: means the Secretary of the Department of Environmental Quality or his designee or the appropriate assistant secretary or his designee.

52. *Total Organic Carbon (TOC)*: means the amount of various organic matter in a range of oxidation states. It is direct expression of total organic content. TOC measurement is independent of the oxidation state of the organic content and does not measure other organically bound elements or inorganics that can contribute to the oxygen demand measured by BOD and COD.

53. *Total suspended solids (TSS)*: means the amount of solid material suspended in water commonly expressed as a concentration in terms of mg/L.

54. *Unauthorized Discharge*: means a continuous, intermittent or one-time discharge, whether intentional, anticipated, or unanticipated, from any source, permitted or unpermitted, which is in contravention of any provision of the Act or of any permit terms and conditions, or of any applicable regulation, compliance schedule, variance or exception of the administrative authority.

55. *Utility Wash Water*: means wash water, excluding internal and external vehicle wash water. This wastewater may include wash water from the washing of uncontaminated tanks or vessels, items at a rental store, warehouse floors, etc. with or without soaps and/or detergents.

56. *Vessel:* means a new storage tank; or a storage tank or similar container that has been used to contain, transfer, transport, or store natural gas, crude oil, liquid or gaseous petroleum hydrocarbons, or materials of similar nature

57. *Vessel Testing Wastewater*: means, **after removing all "heels" or free liquids from a pipe, pipeline, flowline, storage tank, vessel or similar conduit or container**, wastewater generated by cleaning or rinsing either the interior or the exterior surface of a new conduit or container; wastewater generated by cleaning or rinsing either the interior or the exterior of a conduit or container that has been used to contain, transfer, transport, or store natural gas,

crude oil, liquid or gaseous petroleum hydrocarbons, or materials of similar nature; or wastewater generated during the hydrostatic test of either a new or a petroleum contaminated conduit or container.

58. *Water Softening Wastewater*: means water discharged from the recharging of the zeolite media with a brine solution in an ion exchange column used to soften water. Also the water discharged from the dewatering of lime or lime and soda ash sludge used to soften water.

59. *White Goods*: means discarded domestic and commercial appliances, such as refrigerators, ranges, washers, and water heaters.

60. *Woodwaste*: yard trash and types of waste typically generated by land and right-of-way clearing operations, sawmills, plywood mills, and woodyards associated with the lumber and paper industry, such as wood residue, cutoffs, wood chips, sawdust, wood shavings, bark, wood refuse, wood-fired boiler ash, and plywood or other bonded material that contains only polyurethane, phenolic-based glues or other glues that are approved specifically by the administrative authority. Uncontaminated, un-treated or un-painted lumber or wooden pallets are considered woodwaste under this definition.

61. *Yard Trash*: means vegetative matter resulting from landscaping, maintenance, or land-clearing operations, including tree and shrubbery leaves and limbs, grass clippings, and flowers (LAC 33:VII.115).

SECTION B. COMPLIANCE SCHEDULE

The permittee shall be in compliance with the effluent limitations and monitoring requirements specified herein on the date of authorization of coverage under this general permit. If a discharge is found to be in violation of specified limits, the permittee will be subject to enforcement action, including civil penalties, and may be required to obtain an individual permit.

SECTION C. OTHER DISCHARGES

This permit does not in any way authorize the permittee to discharge a pollutant not limited or monitored for in the permit, not normally associated with the activity represented in the notice of intent, or from a source not eligible for coverage under this general permit.

SECTION D. STATE WATER QUALITY STANDARDS

LAC 33:IX.1113 describes numerical and general criteria that apply to all water bodies of the State. Criteria are elements of the water quality regulations which set limitations on the permissible amounts of a substance or other characteristics of state waters. The General Criteria, as described in the Louisiana Administrative Code, limit discharges to maintain aesthetics, color, turbidity, the biologic

and aquatic community integrity, and many other elements in the receiving water body. Any noncompliance with the General or Numerical Criteria is not authorized under this permit.

Discharges from facilities permitted under LPDES general permits typically consist of low volume flows, and discharges that are intermittent in nature. This general permit is applicable to very specific types of facilities and allows very limited types of discharges that specifically occur at industrial facilities that are eligible for coverage under this permit. The effluent limitations and other conditions are determined to be sufficient to assure protection to state waters. Pursuant to LAC 33:IX.2317.A.9 new source discharges or new discharges of wastewater from a facility whose discharges are in compliance with the general permit requirements should not adversely impact water quality of 303(d) listed impaired water bodies nor should they cause or contribute to the violation of state water quality standards in receiving water bodies throughout the state, including 303(d) listed impaired water bodies. Discharges from industrial facilities which are authorized under this general permit will not negatively impact the water quality of receiving streams because permitted facilities are required to be in compliance with the general permit requirements immediately upon coverage by the permit. In accordance with Other Requirements, Sections E and G, measures can be taken by the permitting authority to prohibit any discharge that is not protective of state water quality standards.

LDEQ will review and evaluate each NOI submitted in accordance with the State Antidegradation Policy to assess eligibility for coverage under the general permit. Through the analysis of each discharge, its effects upon the receiving water body, the characteristics of the receiving water body in combination with other water quality factors (including point source discharges in near proximity), LDEQ will determine if the discharge is eligible for coverage. If LDEQ determines the discharge will have reasonable potential to adversely impact water quality, coverage under the general permit will not be granted.

SECTION E. REQUIRING AN INDIVIDUAL PERMIT OR AN ALTERNATIVE GENERAL PERMIT

1. Applicants who fail to meet all permit eligibility conditions are not authorized and will be provided written notice of ineligibility. These operators may pursue coverage under an individual permit or alternative general permit by submitting the appropriate application form.

2. The LDEQ may require any person authorized by this permit to apply for and/or obtain either an individual LPDES permit or an alternative LPDES general permit. Any interested person may petition the LDEQ to take action under this paragraph. Where the LDEQ requires a discharger authorized to discharge under this permit to apply for an individual LPDES permit, the LDEQ shall notify the discharger in writing that a permit application or alternative general permit application is required. This notification shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the discharger to file the application, and a statement that on the effective date of issuance or denial of the individual LPDES permit or the alternative general permit as it applies to the individual permittee,

coverage under this general permit shall automatically terminate. The LDEQ may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an application as required by the LDEQ under this paragraph, then the applicability of this permit to the permittee is automatically terminated at the end of the day specified by the LDEQ for application submittal.

3. Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of LAC 33:IX.2515.B.3.c., with reasons supporting the request, to the State Administrative Authority at the Louisiana Department of Environmental Quality, Office of Environmental Services, P. O. Box 4313, Baton Rouge, LA 70821-4313, ATTN: Water Permits Division. The request may be granted by issuance of an individual permit or an alternative general permit if the reasons cited by the permittee are adequate to support the request.

4. In order to appropriately cover all discharges that might occur at a facility, a permittee authorized to discharge under this LPDES permit might also need coverage under an individual LPDES permit or other LPDES general permits for discharges that occur at the facility/site that are not authorized by this general permit. The permittee shall maintain appropriate permit coverage for the permitted facility/site and shall maintain compliance with all effective LPDES permits issued to the facility/site.

5. When an individual LPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative LPDES general permit, the applicability of this permit to that LPDES permittee is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. **When an individual LPDES permit is denied to an owner or operator otherwise subject to this permit, or the owner or operator is denied coverage under an alternative LPDES general permit, that owner or operator then becomes ineligible for authorization to discharge under this general permit, unless the LDEQ determines that specific discharges from the owner or operator's facility may be authorized by this permit.**

SECTION F. COMBINED OUTFALLS

If two or more different wastewater types are to be discharged from a single outfall point, then that outfall shall be subject to all the effluent limitations and monitoring requirements that apply to each separate wastewater type (effluent schedule). If an effluent characteristic (monitoring parameter) is listed in more than one outfall schedule that applies to the combined outfall, then the more stringent numerical effluent limitation and/or monitoring requirement for that parameter must be met.

Laboratory analysis shall be conducted for all of the limited parameters (effluent characteristics)

contained in each of the applicable outfall schedules. If different outfall schedules contain different daily maximum values or different monitoring frequencies then the most stringent value or frequency is applicable to the discharges from the outfall.

SECTION G. PERMIT REOPENER CLAUSE

If there is evidence indicating that the discharges authorized by this permit cause, have the reasonable potential to cause, or contribute to a violation of water quality standard, the discharge may be required to obtain an individual permit or an alternative general permit in accordance with Other Requirements, Sections D and E of this permit, or the permit may be modified to include different requirements and /or limitations.

SECTION H. 24-HOUR ORAL REPORTING: DAILY MAXIMUM LIMITATION VIOLATIONS

Under the provisions of Part III, Standard Conditions, Section D.6.b. of this permit, violations of daily maximum limitations for the following pollutants shall be reported to the Office of Emergency Response. Notification of all violations of daily maximum limitations for these parameters must be reported to the Office of Environmental Compliance Single Point of Contact (SPOC) within 24 hours upon discovering the unauthorized discharge or release. Notification can be made by email or orally utilizing any **one** of the following procedures: (1) by completing the online form found at https://www.deq.louisiana.gov/page/file-a-complaint-report-an-incident; (2) by email utilizing the Incident Report form and instructions found at https://www.deq.louisiana.gov/page/single-point-of-contact; or (3) verbally notify LDEQ by calling SPOC at (225) 342-1234 or (225) 219-3640 which is manned during normal office hours (M-F, 8:00 am – 4:30 pm). The online notification procedure removes the need to make a verbal call to the SPOC phone number and allows the notification to be submitted directly to the SPOC electronically. Under the provisions of Part III, Standard Conditions, Section D.6.d of this permit, the facility must also submit a Written Notification Report within seven (7) calendar days after submitting the 24-hour electronic or verbal notification of any LPDES permit limit excursion. Written notification Reports may be either faxed or mailed to the LDEQ, Office of Environmental Compliance, Surveillance Division. Written Notification Reports should be **either** faxed to (225) 219-4044, **or** mailed to the Louisiana Department of Environmental Quality, ATTN: Surveillance Division SPOC, Unauthorized Discharge Notification Report, P. O. Box 4312, Baton Rouge, LA 70821-4312.

METALS, CYANIDE, TOTAL PHENOLS

Antimony
Arsenic
Beryllium
Cadmium
Chromium

Copper
Lead
Mercury
Nickel
Selenium
Silver
Thallium
Zinc
Total Cyanide
Total Phenols

DIOXIN

2,3,7,8-TCDD

VOLATILE COMPOUNDS

Acrolein
Acrylonitrile
Benzene
Bromoform
Carbon Tetrachloride
Chlorobenzene
Chlorodibromomethane
Chloroethane
2-Chloroethyl Vinyl Ether
Chloroform
Dichlorobromomethane
1,2-Dichlorobenzene
1,3-Dichlorobenzene
1,4-Dichlorobenzene
1,1-Dichloroethane
1,2-Dichloroethane
1,1-Dichloroethylene
1,2-Dichloropropane
1,3-Dichloropropylene
Ethylbenzene
Methyl Bromide
Methyl Chloride
Methylene Chloride
1,1,2,2-Tetra-Chloroethane
Tetrachloroethylene

Toluene
1-2-Trans-Dichloroethylene
1,1,1-Trichloroethane
1,1,2-Trichloroethane
Trichlorethylene
Vinyl Chloride

ACID COMPOUNDS

Phenol
2-Nitrophenol
4-Nitrophenol
2,4-Dinitrophenol
4,6-Dinitro-O-Cresol
P-Chloro-M-Cresol
Pentachlorophenol
2-Chlorophenol
2,4-Dichlorophenol
2,4,6-Trichlorophenol
2,4-Dimethylphenol

BASE/NEUTRAL COMPOUNDS

1,2-Diphenylhydrazine
1,2,4-Trichlorobenzene
2-Chloronaphthalene
2,4-Dinitrotoluene
2,6-Dinitrotoluene
3,3-Dichlorobenzidine
3,4-Benzofluoranthene
4-Bromophenyl Phenyl Ether
4-Chlorophenyl Phenyl Ether
Acenaphthene
Acenaphthylene
Anthracene
Benzidine
Benzo (a) Anthracene
Benzo (a) Pyrene
Benzo, (g,h,i) Perylene
Benzo (k) Fluoranthene
Bis (2-Chloroethoxy) Methane
Bis (2-Chloroethyl) Ether

Bis (2-Chloroisopropyl) Ether
Bis (2-Ethylhexyl) Phthalate
Butyl Benzyl Phthalate
Chrysene
Dibenzo (a,h) Anthracene
Diethyl Phthalate
Dimethyl Phthalate
Di-N-Butyl Phthalate
Di-N-Octyl Phthalate
Fluoranthene
Fluorene
Hexachlorobenzene
Hexachlorobutadiene
Hexachlorocyclopentadiene
Hexachloroethane
Ideno (1,2,3-c,d) Pyrene
Isophorone
Naphthalene
Nitrobenzene
N-Nitrosodimethylamine
N-Nitrosodi-n-propylamine
N-Nitrosodiphenylamine
Phenanthrene
Pyrene

PESTICIDES/HERBICIDES

Alpha-Endosulfan
Beta-Endosulfan
Endosulfan Sulfate
Aldrin
Alpha-BHC
Beta-BHC
Gamma-BHC
Delta-BHC
Dieldrin
4,4'-DDE
4,4'-DDD
4,4'-DDT
Heptachlor
Endrin Aldehyde
Heptachlor Epoxide

Chlordane
Toxaphene
PCB-1242
PCB-1254
PCB-1221
PCB-1232
PCB-1248
PCB-1260
PCB-1016
Endrin

SECTION I. MINIMUM QUANTIFICATION LEVEL (MQL)

The permittee may develop an effluent specific method detection limit (MDL) in accordance with Appendix B to 40 CFR Part 136 (See LAC 33:IX.4901). For any pollutant for which the permittee determines an effluent specific MDL, the permittee shall send to this Office a report containing QA/QC documentation, analytical results, and calculations necessary to demonstrate that the effluent specific MDL was correctly calculated. An effluent specific minimum quantification level (MQL) shall be determined in accordance with the following calculation:

$$MQL = 3.3 \times MDL$$

Upon written approval by this Office, the effluent specific MQL may be utilized by the permittee for all future Discharge Monitoring Report (DMR) calculations and reporting requirements

NONCONVENTIONAL	MQL (µg/L)
Phenolics, Total Recoverable (4AAP)	5

METALS AND CYANIDE	MQL (µg/L)
Antimony (Total)	60
Arsenic (Total)	5
Beryllium (Total)	0.5
Cadmium (Total)	1
Chromium (Total)	10
Chromium (3+)	10
Chromium (6+)	10
Copper (Total)	3
Lead (Total)	2
Mercury (Total)	0.005
Molybdenum (Total)	30

Nickel (Total) Freshwater	5
Nickel (Total) Marine	5
Selenium (Total)	5
Silver (Total)	0.5
Thallium (Total)	0.5
Zinc (Total)	20
Cyanide (Total)	10

DIOXIN	MQL (µg/L)
2,3,7,8-TCDD	0.00001

VOLATILE COMPOUNDS	MQL (µg/L)
Acrolein	50
Acrylonitrile	20
Benzene	10
Bromoform	10
Carbon Tetrachloride	2
Chlorobenzene	10
Chlorodibromomethane	10
Chloroethane	50
2-Chloroethylvinylether	10
Chloroform	10
1,2-Dichlorobenzene	10
1,3-Dichlorobenzene	10
1,4-Dichlorobenzene	10
Dichlorobromomethane	10
1,1-Dichloroethane	10
1,2-Dichloroethane	10
1,1-Dichloroethylene	10
1,2-Dichloropropane	10
1,3-Dichloropropylene	10
Ethylbenzene	10
Methyl Bromide [Bromomethane]	50
Methyl Chloride [Chloromethane]	50
Methylene Chloride	20
1,1,2,2-Tetrachloroethane	10
Tetrachloroethylene	10
Toluene	10
1,2-trans-Dichloroethylene	10
1,1,1-Trichloroethane	10
1,1,2-Trichloroethane	10
Trichloroethylene	10

Vinyl Chloride	10

ACID COMPOUNDS	MQL (µg/L)
2-Chlorophenol	10
2,4-Dichlorophenol	10
2,4-Dimethylphenol	10
4,6-Dinitro-o-Cresol [2-Methyl-4,6-Dinitrophenol]	50
2,4-Dinitrophenol	50
2-Nitrophenol	20
4-Nitrophenol	50
p-Chloro-m-Cresol [4-Chloro-3-Methylphenol]	10
Pentachlorophenol	5
Phenol	10
2,4,6-Trichlorophenol	10

BASE/NEUTRAL COMPOUNDS	MQL (µg/L)
Acenaphthene	10
Acenaphthylene	10
Anthracene	10
Benzidine	50
Benzo(a)anthracene	5
Benzo(a)pyrene	5
3,4-Benzofluoranthene	10
Benzo(ghi)perylene	20
Benzo(k)fluoranthene	5
Bis(2-chloroethoxy) Methane	10
Bis(2-chloroethyl) Ether	10
Bis(2-chloroisopropyl) Ether	10
Bis(2-ethylhexyl) Phthalate	10
4-Bromophenyl Phenyl Ether	10
Butylbenzyl Phthalate	10
2-Chloronapthalene	10
4-Chlorophenyl Phenyl Ether	10
Chrysene	5
Dibenzo(a,h)anthracene	5
3,3'-Dichlorobenzidine	5
Diethyl Phthalate	10
Dimethyl Phthalate	10
Di-n-Butyl Phthalate	10
2,4-Dinitrotoluene	10
2,6-Dinitrotoluene	10

Di-n-octyl Phthalate	10
1,2-Diphenylhydrazine	20
Fluoranthene	10
Fluorene	10
Hexachlorobenzene	5
Hexachlorobutadiene	10
Hexachlorocyclopentadiene	10
Hexachloroethane	20
Indeno(1,2,3-cd)pyrene [2,3-o-Phenylene Pyrene]	5
Isophorone	10
Naphthalene	10
Nitrobenzene	10
n-Nitrosodimethylamine	50
n-Nitrosodi-n-Propylamine	20
n-Nitrosodiphenylamine	20
Phenanthrene	10
Pyrene	10
1,2,4-Trichlorobenzene	10

PESTICIDES	MQL (µg/L)
Aldrin	0.01
Alpha-BHC	0.05
Beta-BHC	0.05
Gamma-BHC [Lindane]	0.05
Delta-BHC	0.05
Chlordane	0.2
4,4'-DDT	0.02
4,4'-DDE [p,p-DDX]	0.1
4,4'-DDD [p,p-TDE]	0.1
Dieldrin	0.02
Alpha-Endosulfan	0.01
Beta-Endosulfan	0.02
Endosulfan Sulfate	0.1
Endrin	0.02
Endrin Aldehyde	0.1
Heptachlor	0.01
Heptachlor Epoxide [BHC-Hexachlorocyclohexane]	0.01
PCB-1242	0.2
PCB-1254	0.2
PCB-1221	0.2
PCB-1232	0.2

PCB-1248	0.2
PCB-1260	0.2
PCB-1016	0.2
Toxaphene	0.3

The permittee may develop an effluent specific method detection limit (MDL) in accordance with Appendix B to 40 CFR Part 136 (See LAC 33:IX.4901). For any pollutant for which the permittee determines an effluent specific MDL, the permittee shall send to this Office a report containing QA/QC documentation, analytical results, and calculations necessary to demonstrate that the effluent specific MDL was correctly calculated. An effluent specific minimum quantification level (MQL) shall be determined in accordance with the following calculation:

$$MQL = 3.3 \times MDL$$

Upon written approval by this Office, the effluent specific MQL may be utilized by the permittee for all future Discharge Monitoring Report (DMR) calculations and reporting requirements.

SECTION J. OXIDATION PONDS

If the permittee is closing or undergoing closure of an oxidation pond under this permit, then all applicable rules and regulations relative to the proper closure of sanitary sewer oxidation ponds shall be followed. This permit only authorizes the permittee to dewater this facility.

SECTION K. FLOW CONDITION

The discharge shall not generate a flow condition within any drainage conveyance or waterbody which, either alone or in concert with storm water runoff, represents a threat to public safety, aquatic life, or channel integrity by virtue of discharge velocity.

SECTION L. PCBs

For hydrostatic tests, proof that PCBs are not present in the pipe is required for all pipelines which have been in use for the transmission of natural gas. Such proof shall be submitted to this Office with the notice of intent and shall consist of a statement, signed by a responsible company official, stating that the pipeline has been tested for, and found to be free of, PCBs, or that compressor or other equipment that contained PCBs were never used on the pipeline. If the permittee cannot furnish such certification, then the discharge water must be tested for PCBs using the methods prescribed by the latest approved 40 CFR 136, and the results shall be submitted to the Water Permits Division along with other parameters as required by Part II, Section H of this permit.

SECTION M. SITE RUNOFF

This permit does not in any way authorize the permittee to discharge a pollutant not listed or quantified in the notice of intent or as otherwise authorized in the permit. Any runoff leaving the permitted site, other than the permitted outfalls, exceeding 50 mg/L Total Organic Carbon (TOC), 15 mg/L Oil and Grease, or having a pH less than 6.0 or greater than 9.0 standard units shall be a violation of this permit.

SECTION N. BRIDGE MAINTENANCE BEST MANAGEMENT PRACTICES

BEST MANAGEMENT PRACTICES (BMPs) FOR HYDROCLEANING/HYDROBLASTING ACTIVITIES

1. Perform all hydrocleaning operations in a manner to minimize the discharge of hydrocleaning debris into the receiving water, which shall include the following:

    a. Removing by hand all loose rust and debris from each section of the bridge components prior to hydrocleaning;
    b. Scraping and removing all large accumulations of nesting material and pigeon waste prior to hydrocleaning; and
    c. Installing mesh screening in drainage areas to protect marine traffic from any materials that may become loose during hydrocleaning activities; hydrocleaning per the specification of each section using 3,500 to 5,000 psi while monitoring screening covers to prevent pooling of water;

2. All debris collected as a result of the hydrocleaning activity shall be properly disposed of in accordance with the Solid Waste Regulations. Loose rust, debris, nesting material, and pigeon waste can be disposed of as ordinary household waste.

3. Any changes to the proposed work activities shall be approved by the Department prior to commencement of the hydrocleaning.

SECTION O. SURFACE DRINKING WATER PROTECTION AREA

If an unauthorized discharge from bridge maintenance, hydrocleaning, or hydroblasting activities is to a receiving stream with a designated use listed as “drinking water supply”, the discharger shall notify the nearby drinking water treatment facility immediately, but in no case later than one (1) hour after learning of the discharge, after learning of the unauthorized discharge. The notification shall be by telephone or other means of rapid communication.

There shall be no discharge within one mile upstream of any drinking water intake. The permittee is responsible for determining the existence and the location of the nearest drinking water intake prior

to each discharge.

SECTION P. DEICING/ANTI-ICING OPERATIONS

Perform all deicing/anti-icing operations in a manner to minimize the discharge of deicing/anti-icing chemicals into the receiving water. Facilities which conduct deicing/anti-icing operations shall maintain a record of the types (including the Safety Data Sheets (SDS) and monthly quantities, either as measured or, in the absence of metering, as estimated to the best of your knowledge. This includes all deicing chemicals, not just glycols and urea (e.g., potassium acetate), salt, and/or sand because large quantities of these other chemicals or materials can still have an adverse impact on receiving waters.

SECTION Q. SANITARY DISCHARGE

Future water quality studies may indicate potential toxicity from the presence of residual chlorine in the treatment facility's effluent. Therefore, the permittee is hereby advised that a future Total Residual Chlorine Limit may be required if chlorine is used as a method of disinfection. In many cases, this becomes a NO MEASURABLE Total Residual Chlorine limit. If such a limit were imposed, the permittee would be required to provide for dechlorination of the effluent prior to discharge. Please be aware, concentrations of Total Residual Chlorine above 0.033 mg/L can cause or contribute to significant toxicity in receiving streams and biomonitoring testing. It is the permittee's responsibility to assure that no Total Residual Chlorine remains in the effluent after dechlorination in order to prevent toxicity in the receiving stream.

The Department of Environmental Quality reserves the right to impose more stringent discharge limitations and/or additional restrictions in the future to maintain water quality integrity and the designated uses of the receiving water bodies based upon water quality studies. These studies may indicate the need for more advanced wastewater treatment. Studies of similar discharges and receiving water bodies have resulted in monthly average effluent limitations of 5 mg/L $CBOD_5$ and 2 mg/L NH_3-N. Therefore, prior to upgrading or expanding this facility, the permittee should contact the Department to determine the status of the work being done to establish future effluent limitations and additional permit conditions.

SECTION R. FLOW MEASUREMENT

The flow monitoring sample type for the effluent schedules contained in this general permit is specified as "estimate". Therefore, the permittee shall not be subject to the accuracy provisions for flow measurement established in the Part III, Standard Conditions, Section C.6 of this permit. When collecting samples for permit compliance purposes, the flow may be estimated using best engineering judgment. [LAC 33:IX.2701]

SECTION S. POLLUTION PREVENTION ACTIVITIES

The following pollution prevention activities shall be implemented at all facilities authorized to discharge under this general permit. The permittee is not required to have a written storm water pollution prevention plan (SWPPP) for the activities described below except as described in Sections S, T, and W; however, the operator of the facility is required to implement any of the following pollution prevention activities that are applicable to operations that occur at the permitted facility. Facilities covered under this permit and which have industrial storm water permit coverage under the Multi-Sector General Permit (MSGP) must have a written SWPPP that meets the requirements of the MSGP. In addition to the pollution prevention requirements described below, a facility that is authorized to discharge industrial storm water in accordance with the requirements of the MSGP must also have a written site-specific SWPPP that satisfies the appropriate industrial sector-specific requirements for that particular facility.

Chemical Storage:

a. All chemical storage tank installations (including double-walled tanks) with a capacity greater than 660 gallons for an individual container, or 1,320 gallons for two or more containers in aggregate within a common storage area shall be constructed so that a secondary means of containment is provided for the entire contents of the largest tank plus sufficient freeboard to allow for precipitation. Diked areas should be sufficiently impervious to contain spills.

b. All diked areas surrounding storage tanks or STORM WATER collection basins shall be free of residual oil or other contaminants so as to prevent the accidental discharge of these materials in the event of flooding, dike failure, or improper draining of the diked area. All drains from diked areas shall be equipped with valves which shall be kept in the closed position except during periods of supervised discharge.

c. All check valves, tanks, drains, or other potential sources of pollutant releases shall be inspected and maintained on a regular basis to assure their proper operation and to prevent the discharge of pollutants.

d. Where a Spill Prevention and Control (SPC) plan is required in accordance with LAC 33:IX. Chapter 9, the Pollution Prevention Plan shall include the Spill Prevention Control and Countermeasure (SPCC) procedures or refer to them by reference.

General Housekeeping:

a. All equipment, parts, dumpsters, trash bins, petroleum products, chemical solvents, detergents, or other materials exposed to STORM WATER shall be maintained in a manner which prevents contamination of STORM WATER by pollutants.

b. All spilled product or other spilled wastes shall be immediately cleaned up and disposed of according to all applicable regulations (SPC or SPCC). Use of detergents, emulsifiers, or dispersants to clean up spilled product is prohibited except where necessary to comply with State or Federal safety regulations (i.e., requirement for non-slippery work surface). In all such cases, initial cleanup shall be done by physical removal and chemical usage shall be minimized.

c. Any vehicle or equipment that is in a state of disrepair which increases the potential for contaminating the discharge water (such as vehicle leaking fluids) shall be stored in a designated area. Furthermore, efforts shall be made to prevent the contamination of surface and ground water from such vehicles by means of drip pans, repairs, etc.

d. Procedures shall be established for the handling of discarded batteries, waste automotive fluids and any other product that may be used and accrued at the facility (i.e., paints, solvents, etc.). Such procedures shall specifically describe the method(s) to prevent STORM WATER and wastewater contact with these materials.

Washing Activities:

a. All washing activities resulting in discharges shall be conducted either without soaps and detergents or with biodegradable soaps used in minimal amounts. The use of non-biodegradable soaps and detergents, tire cleaners containing potentially hazardous chemicals, and solvents in discharges authorized by this permit is prohibited. Washing with soaps shall not be performed on the lot without adequate treatment for the wastewater stream. All washwaters using soaps and/or detergents are subject to the requirements and limitations in Schedule C (utility wash waters with soaps and/or detergents).

b. If the washing activity takes place on an impermeable surface (such as concrete or asphalt paving), the area where the washing operation is to be conducted and the subsequent drainage path shall be swept clean of dirt and other dry substances immediately prior to commencing the washing operation.

c. When washing at a location other than a washrack, any spills, drips of automotive fluids, or other contamination to the washing area and/or the subsequent drainage area shall be picked up by dry means prior to the beginning of the washing operation, and the washing must be done without the use of soaps and/or detergents. The use of detergents, emulsifiers, or dispersants to clean up spilled contaminants is prohibited except where necessary to comply with State and Federal safety regulations (e.g., requirement for non-slippery work surface). In all such cases, initial cleanup shall be done by physical removal and chemical usage shall be minimized. Cosmetic washing of the exterior of vehicles without the use of soaps and/or detergents is not subject to

the requirements and limitations in Schedule C (utility wash waters with soaps and/or detergents).

d. Prior to steam cleaning, parts must be drained of all fluids, oils and other fluids which must be disposed of properly. Steam cleaning of parts and vehicle shall be performed in an area so that the wastewater from this activity is directed into the wash rack or other appropriate treatment system. **Steam cleaning or pressure washing engines, and/or industrial equipment with non-biodegradable soaps and/or detergents or with chemicals containing any of the 126 priority pollutants is prohibited.**

SECTION T. STORMWATER POLLUTION PREVENTION PLANS

This section applies to facilities that discharge stormwater and may require a stormwater pollution prevention plan (SWPPP). If a SWPPP is necessary, the requirement will be specified in Appendix A of the cover letter from LDEQ that authorizes coverage under the general permit.

1. This section applies to all stormwater discharges from the facility, either through permitted outfalls or through outfalls which are not listed in the permit or as sheet flow. The purpose of the pollution prevention plan is to identify potential sources of pollution that would reasonably be expected to affect the quality of stormwater and identify the practices that will be used to prevent or reduce the pollutants in stormwater discharges.

2. Any runoff leaving the developed areas of the facility, other than the permitted outfall(s), exceeding 50 mg/L TOC, 15 mg/L Oil and Grease, or having a pH less than 6.0 or greater than 9.0 standard units shall be a violation of this permit. Any discharge in excess of these limitations, which is attributable to offsite contamination shall not be considered a violation of this permit. A visual inspection of the facility shall be conducted and a report made annually as described in Paragraph 4 below.

3. The permittee shall prepare, implement, and maintain a Storm Water Pollution Prevention Plan (SWPPP) within fourteen (14) days of the date permit authorization is granted. The terms and conditions of the SWPPP shall be an enforceable Part of the permit. EPA document 833-R-92-006 (Storm Water Management for Industrial Activities) may be used as a guidance and may be obtained at the following website: http://water.epa.gov/polwaste/npdes/stormwater/upload/industrial_swppp_guide.pdf

4. The following conditions are applicable to all facilities and shall be included in the SWPPP for the facility.

   a. The permittee shall conduct an inspection of the facility site at least one time during the time the permittee is authorized to discharge to identify areas contributing to the storm water discharge from developed areas of the facility and evaluate whether measures to

reduce pollutant loadings identified in the SWPPP are adequate and have been properly implemented in accordance with the terms of the permit or whether additional control measures are needed.

b. The permittee shall develop a site map which includes all areas where stormwater may contact potential pollutants or substances which can cause pollution. Any location where reportable quantities leaks or spills have previously occurred are to be documented in the SWPPP. The SWPPP shall contain a description of the potential pollutant sources, including, the type and quantity of material present and what action has been taken to assure stormwater precipitation will not directly contact the substances and result in contaminated runoff.

c. Where experience indicates a reasonable potential for equipment failure (e.g. a tank overflow or leakage), natural condition of (e.g. precipitation), or other circumstances which result in significant amounts of pollutants reaching surface waters, the SWPPP should include a prediction of the direction, rate of flow and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.

d. The permittee shall maintain for a period of three years a record summarizing the results of the inspection and a certification that the facility is in compliance with the SWPPP, and identifying any incidents of noncompliance. The summary report should contain, at a minimum, the date and time of inspection, name of inspector(s), conditions found, and changes to be made to the SWP3.

e. The summary report and the following certification shall be signed in accordance with LAC 33:IX.2503. The summary report is to be attached to the SWPPP and provided to the Department upon request.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

f. Signatory requirements for the certification may be found in Part III, Standard Conditions, Section D.10 of this permit.

g. The permittee shall make available to the Department, upon request, a copy of the SWPPP and any supporting documentation.

5. The following shall be included in the SWPPP, if applicable.

   a. The permittee shall utilize all reasonable methods to minimize any adverse impact on the drainage system including but not limited to:

      i. maintaining adequate roads and driveway surfaces;

      ii. removing debris and accumulated solids from the drainage system; and

      iii. cleaning up immediately any spill by sweeping, absorbent pads, or other appropriate methods.

   b. All spilled product and other spilled wastes shall be immediately cleaned up and disposed of according to all applicable regulations, Spill Prevention and Control (SPC) plans or Spill Prevention Control and Countermeasures (SPCC) plans. Use of detergents, emulsifiers, or dispersants to clean up spilled product is prohibited except where necessary to comply with State or Federal safety regulations (i.e., requirement for non-slippery work surface) except where the cleanup practice does not result in a discharge and does not leave residues exposed to future storm events. In all such cases, initial cleanup shall be done by physical removal and chemical usage shall be minimized.

   c. All equipment, parts, dumpsters, trash bins, petroleum products, chemical solvents, detergents, or other materials exposed to stormwater shall be maintained in a manner which prevents contamination of stormwater by pollutants.

   d. All waste fuel, lubricants, coolants, solvents, or other fluids used in the repair or maintenance of vehicles or equipment shall be recycled or contained for proper disposal. Spills of these materials are to be cleaned up by dry means whenever possible.

   e. All storage tank installations (with a capacity greater than 660 gallons for an individual container, or 1,320 gallons for two or more containers in aggregate within a common storage area) shall be constructed so that a secondary means of containment is provided for the entire contents of the largest tank plus sufficient freeboard to allow for precipitation. Diked areas should be sufficiently impervious to contain spills.

   f. All diked areas surrounding storage tanks or stormwater collection basins shall be free of residual oil or other contaminants so as to prevent the accidental discharge of these materials in the event of flooding, dike failure, or improper draining of the diked area. All drains from diked areas shall be equipped with valves which shall be kept in the closed condition except during periods of supervised discharge.

g. All check valves, tanks, drains, or other potential sources of pollutant releases shall be inspected and maintained on a regular basis to assure their proper operation and to prevent the discharge of pollutants.

h. The permittee shall assure compliance with all applicable regulations promulgated under the Louisiana Solid Waste and Resource Recovery Law and the Hazardous Waste Management Law (L.R.S. 30:2151, etc.). Management practices required under above regulations shall be referenced in the SWP3.

i. The permittee shall amend the SWPPP whenever there is a change in the facility or change in the operation of the facility which materially increases the potential for the ancillary activities to result in a discharge of significant amounts of pollutants.

j. If the SWPPP proves to be ineffective in achieving the general objectives of preventing the release of significant amounts of pollutants to water of the state, then the specific objectives and requirements of the SWPPP shall be subject to modification to incorporate revised SWPPP requirements.

SECTION U. REPORTING TO REGIONAL OFFICES FOR HYDROCLEANING AND HYDROBLASTING ACTIVITIES

The permittee shall notify the regional office where the discharge will occur before commencement of hydrocleaning and/or hydroblasting activities. Current regional office address and telephone numbers are available on the LDEQ website at http://deq.louisiana.gov/directory/office/regional-offices. This notification must include the following information:

1. the location of the proposed site;
2. a list of outfalls at the site along with a U. S. G. S. Quadrangle Map and site diagram showing the discharge points and the effluent pathway into receiving waters; and
3. the approximate date of start up.

Notification of termination of hydrocleaning and/or hydroblasting activities must be made in writing to this Office and to the appropriate regional office where the discharge occurred. The permittee shall also submit to this Office a final report of all hydrocleaning and/or hydroblasting activities performed. The report shall include the start and end dates of the hydrocleaning activities, a listing of the areas that were hydrocleaned and/or hydroblasted, the estimated discharge to the receiving waters, and any solid waste accumulated and the method of disposal.

SECTION V. CHEMICAL ADDITIVES

Chemical additives or soaps and/or detergents may not be added to the hydrocleaning/hydroblasting water without prior approval from this Office. Toxicity data for each additive must be submitted prior to approval. This approval may require a permit modification.

SECTION W. STORM WATER POLLUTION PREVENTION PLANS FOR CONSTRUCTION / DEMOLITION DEBRIS AND WOODWASTE LANDFILLS

A storm water pollution prevention plan (SWPPP) for the facility must be prepared and implemented within 14 days of the date permit authorization is granted. If a SWPPP is necessary, the requirement will be specified in Appendix A of the cover letter from LDEQ that authorizes coverage under the general permit. Copies of the plan should **not** be submitted to this Office unless specifically requested by the Agency. Your SWPPP must be prepared in accordance with good engineering practices. EPA has developed guidance entitled "Storm Water Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices," EPA #832/R-92-006, September 1992, to assist permittees in developing and implementing pollution prevention measures. A copy may be obtained at the following website: http://water.epa.gov/polwaste/npdes/stormwater/upload/industrial_swppp_guide.pdf Use of a registered professional engineer for SWPPP preparation is not required by the permit, but may be independently required under state law and/or local ordinance. Your SWPPP must: identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from your facility; identify the structural, non-structural and other controls which you will use to reduce the pollutants in storm water discharges from the facility; and assure compliance with the terms and conditions of this permit.

1. Contents of Plan

   a. Pollution Prevention Team

   You must identify the staff individual(s) (by name or title) that comprise the facility's storm water Pollution Prevention Team. Your Pollution Prevention Team is responsible for assisting the facility/plant manager in developing, implementing, maintaining and revising the facility's SWPPP. Responsibilities of each staff individual on the team must be listed.

   b. Site Description

   Your storm water pollution prevention plan (SWPPP) must include the following:

   i. *Activities at Facility.* Description of the nature of the industrial activity(ies) at your facility;

   ii. *General Location Map.* A general location map (e.g., U.S.G.S. quadrangle, or other

map) with enough detail to identify the location of your facility and the receiving waters within one mile of the facility;

iii. *A legible site map identifying the following*:

- the size of the property in acres;
- directions of storm water flow (e.g., use arrows to show which ways storm water will flow);
- locations of all storm water conveyances including ditches, pipes, and swales;
- locations of all existing structural BMPs, see Section 1.g below;
- locations of all surface water bodies;
- locations of potential pollutant sources identified below under Section 1.d and where significant materials are exposed to precipitation;
- locations where major spills or leaks identified below under Section 1.e have occurred;
- locations of the following activities where such activities are exposed to precipitation: fueling stations, vehicle and equipment maintenance and/or cleaning areas, loading/unloading areas, locations used for the treatment, storage or disposal of wastes, liquid storage tanks, processing and storage areas, immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste materials or byproducts used or created by the facility, transfer areas for substances in bulk, and machinery;
- locations of active and closed landfill cells or trenches;
- locations of active and closed land application areas;
- locations where open dumping is occurring or has occurred;
- locations of any known leachate springs or other areas where uncontrolled leachate may commingle with runoff;
- locations of storm water outfalls and an approximate outline of the area draining to each outfall;
- location and description of non-storm water discharges;
- locations of the following activities where such activities are exposed to precipitation: processing and storage areas; access roads, rail cars and tracks; the location of transfer of substance in bulk; and machinery;
- location and source of runon from adjacent property containing significant quantities of pollutants of concern to the facility (an evaluation of how the quality of the runon impacts your storm water discharges may be included); and
- flows with a significant potential to cause soil erosion must be identified.

iv. *Provide a narrative description of the potential pollutant(s) associated with any of the following:*

- fertilizer, herbicide and pesticide application

- earth/soil moving activities
- waste hauling and loading/unloading activities
- outdoor storage of significant materials including daily, interim and final cover material stockpiles as well as temporary waste storage areas
- exposure of active and inactive landfill areas
- uncontrolled leachate flows
- failure or leaks from leachate collection and treatment systems

v. *Sediment and Erosion Control Plan:* You must provide details on temporary stabilization methods (e.g., consider temporary seeding, mulching, and placing geotextiles on the inactive portions of stockpiles) used to control erosion from:

- materials stockpiled for daily, intermediate and final cover;
- inactive areas of the landfill;
- any landfill area that has received a final cover until vegetation has established itself;
- Examples of temporary stabilization methods include temporary seeding, mulching, and placing geotextiles on stockpile areas and inactive landfill areas.

c. Receiving Waters and Wetlands

You must provide the name of the nearest receiving water(s), including ditches, intermittent streams, dry sloughs, arroyos and the areal extent and description of wetland or other special aquatic sites that may receive discharges from your facility.

d. Summary of Potential Pollutant Sources

You must provide a narrative description of the potential pollutants associated with any of the following: fertilizer, herbicide and pesticide application, earth/soil moving; waste hauling and loading/unloading; outdoor storage of significant materials including daily, interim and final cover material stockpiles as well as temporary waste storage areas; exposure of active and inactive landfill and land application areas; uncontrolled leachate flows; and failure or leaks from leachate collection and treatment systems. You must also identify each separate area at your facility where industrial materials or activities are exposed to storm water. Industrial materials or activities include, but are not limited to, material handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, final products, or waste products. Material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, final product or waste product. For each separate area identified, the description must include:

i. *Activities in Area.* A list of the activities (e.g., material storage, equipment fueling and cleaning, cutting steel beams); and

ii. *Pollutants.* A list of the associated pollutant(s) or pollutant parameter(s) (e.g., crankcase oil, iron, biochemical oxygen demand, pH, etc.) for each activity. The pollutant list must include all significant materials that have been handled, treated, stored or disposed in a manner to allow exposure to storm water between the time of three (3) years before being covered under this permit and the present.

iii. *Record Keeping and Internal Reporting:* You must implement and maintain a tracking system for all types of wastes disposed of in each cell or trench of the landfill.

e. Spills and Leaks

You must clearly identify areas where potential spills and leaks, which can contribute pollutants to storm water discharges, can occur, and their accompanying drainage points. You must provide a list of significant spills and leaks of toxic or hazardous pollutants that occurred, within the three (3) years preceding the date of application for permit coverage, at areas at the facility that are exposed to precipitation or that otherwise drain to a storm water conveyance. Your list must include a description of the causes of each spill or leak, the actions taken to respond to each release, and the actions taken to prevent similar such spills or leaks in the future. Your list should also be updated if significant spills or leaks occur in exposed areas of your facility during the time you are covered by the permit.

Significant spills and leaks include, but are not limited to releases of oil or hazardous substances in excess of quantities that are reportable under LAC 33:I.3931 Reportable Quantity List for Pollutants, which incorporates by reference and modifies requirements of Section 311 of the CWA (see 40 CFR 110 and 40 CFR 117.3) and 40 CFR 302.4 (CERCLA Hazardous Substances). Significant spills may also include releases of oil or hazardous substances that are not in excess of reporting requirements and releases of materials that are not classified as oil or a hazardous substance.

f. Sampling Data

You must provide a summary of any existing storm water discharge sampling data taken at your facility. All storm water sampling data collected during the term of this permit must also be summarized and included in this part of the SWPPP.

g. Controls

i. *Description of Existing and Planned BMPs.* Describe the type and location of existing non-structural and structural best management practices (BMPs), for each of the areas identified in Other Conditions, Section W.1.d, where industrial materials or activities are exposed to storm water. For areas where BMPs are not currently in

place, you must describe appropriate BMPs that you will use to control pollutants in storm water discharges. Selection of BMPs should take into consideration:

- the quantity and nature of the pollutants, and their potential to impact the water quality of receiving waters;
- opportunities to combine the dual purposes of water quality protection and local flood control benefits (including physical impacts of high flows on streams - e.g., bank erosion, impairment of aquatic habitat, etc.);
- opportunities to offset the impact of impervious areas of the facility on ground water recharge and base flows in local streams (taking into account the potential for ground water contamination).

ii. *BMP Types to be Considered:* You must describe how each of the following non-structural BMPs, structural BMPs, and other BMPs are or will be implemented at the facility. If you determine that one or more of these BMPs are not appropriate for your facility, you must include an explanation of why it is not appropriate. The BMP examples listed below are not intended to be an exclusive list of BMPs that you may use. You are encouraged to keep abreast of new BMPs or new applications of existing BMPs to find the most cost-effective means of permit compliance for your facility. If BMPs are being used or planned at the facility which are not listed here (e.g., replacing a chemical with a less toxic alternative, adopting a new or innovative BMP, etc.), include descriptions of them in this section of the SWPPP.

- Non-Structural BMPs

  Good Housekeeping: You must keep all exposed areas of the facility in a clean, orderly manner where such exposed areas could contribute pollutants to storm water discharges. Common problem areas include: around trash containers; storage areas and loading docks. Measures must also include: a schedule for regular pickup and disposal of garbage and waste materials; routine inspections for leaks and conditions of drums, tanks and containers.

  Minimizing Exposure: Where practicable, industrial materials and activities should be protected by a storm resistant shelter to prevent exposure to rain, snow, snowmelt, or runoff. NOTE: Eliminating exposure at all industrial areas may make the facility eligible for the LAC 33:IX.2341.G “No Exposure” exclusion from needing to have permit coverage.

  Preventive Maintenance: You must have a preventive maintenance program which includes timely inspection and maintenance of containers used for outdoor chemical and significant materials storage to prevent leaking or rupture; all elements of the leachate collection and treatment systems to prevent

commingling of leachate with storm water; the integrity and effectiveness of any intermediate or final cover (including repairing the cover as necessary to minimize the effects of settlement, sinking and erosion); storm water management devices, (e.g., cleaning oil/water separators, catch basins) as well as inspecting, testing, maintaining and repairing facility equipment and systems to avoid breakdowns or failures that may result in discharges of pollutants to surface waters.

Spill Prevention and Response Procedures: You must describe the procedures to be followed for cleaning up spills or leaks. Those procedures, and necessary spill response equipment, must be made available to those employees that may cause or detect a spill or leak. Where appropriate, you must explain existing or planned material handling procedures, storage requirements, secondary containment, and equipment (e.g., diversion valves), which are intended to minimize spills or leaks at the facility. Measures for cleaning up hazardous material spills or leaks must be consistent with applicable RCRA regulations at 40 CFR Part 264, 40 CFR Part 265, and applicable sections of the Louisiana Hazardous Waste Regulations, Part V.

Routine Facility Inspections: In addition to or as part of the comprehensive site evaluation required under Other Conditions, Section W.1.g, you must have qualified facility personnel inspect all areas of the facility where industrial materials or activities are exposed to storm water. The inspections must include an evaluation of existing storm water BMPs at both active and inactive sites.

For operating landfills, inspections must be conducted at least once every 7 days to ensure that sediment and erosion control measures are operating properly. Qualified personnel must inspect areas of landfills that have not been finally stabilized, areas used for storage of material/wastes that are exposed to precipitation, stabilization and structural control measures, leachate collection and treatment systems, and locations where equipment and waste trucks enter and exit the site. For stabilized sites, conduct inspections at least once every month.

For inactive landfills, inspections must be conducted at least quarterly by qualified personnel to inspect landfill (or open dump) stabilization and structural erosion control measures, leachate collection and treatment systems, and all closed landfill areas.

If deficiencies in the implementation of your SWPPP are discovered during an inspection, those deficiencies must be corrected as soon as practicable but not later than within 14 days of the inspection. You must document in your SWPPP the results of your inspection and the corrective actions you took in response to any deficiencies or opportunities for improvement that you identify.

*Employee Training**:*** You must describe the storm water employee training program for the facility. The description should include the topics to be covered, such as spill response, good housekeeping and material management practices, and must identify periodic dates (e.g., every 6 months during the months of July and January) for such training. You must provide employee training for all employees that work in areas where industrial materials or activities are exposed to storm water, and for employees that are responsible for implementing activities identified in the SWPPP (e.g., inspectors, maintenance people). The employee training should inform them of the components and goals of your SWPPP.

- Structural BMPs

Sediment and Erosion Control: You must identify the areas at your facility which, due to topography, land disturbance (e.g., construction), or other factors, have a potential for significant soil erosion. You must describe the structural, vegetative, and/or stabilization BMPs that you will be implementing to limit erosion from materials stockpiled for daily, intermediate and final cover; from inactive areas of the landfill; from any landfill or open dump area that has received a final cover but where vegetation has not yet established itself; and from areas where waste application has been completed but final vegetation has not yet been established.

Management of Runoff: You must describe the traditional storm water management practices (permanent structural BMPs other than those which control the generation or source(s) of pollutants) that currently exist or that are planned for your facility. These types of BMPs typically are used to divert, infiltrate, reuse, or otherwise reduce pollutants in storm water discharges from the site. All BMPs that you determine are reasonable and appropriate, or are required by a State or local authority, or are necessary to maintain eligibility for the permit (see Part I.A - Limitations on Coverage) must be implemented and maintained. Factors to consider when you are selecting appropriate BMPs should include: 1) the industrial materials and activities that are exposed to storm water, and the associated pollutant potential of those materials and activities; and 2) the beneficial and potential detrimental effects on surface water quality, ground water quality, receiving water base flow (dry weather stream flow), and physical integrity of receiving waters. Structural measures should be placed on upland soils, avoiding

wetlands and floodplains, if possible. Structural BMPs may require a separate permit under section 404 of the CWA before installation begins.

Example BMPs: BMPs you could use include but are not limited to: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices).

- Other Controls

There shall be no discharge of floating solids or visible foam in other than trace amounts, nor of free oil or other oily materials, nor of toxic materials in quantities such as to cause toxicity to aquatic organisms. Furthermore, there shall be no visible sheen or stains attributable to this discharge. Off-site vehicle tracking of raw, final, or waste materials or sediments, and the generation of dust must be minimized. Tracking or blowing of raw, final, or waste materials from areas of no exposure to exposed areas must be minimized. As appropriate to protect the stream bed, velocity dissipation devices must be placed at discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a water course so that natural physical and biological characteristics and functions are maintained and protected (e.g., no significant changes in the hydrological regime of the receiving water).

2. Maintenance

All BMPs you identify in your SWPPP must be maintained in effective operating condition. If site inspections required by Other Conditions, Section W.1.g identify BMPs that are not operating effectively, maintenance must be performed before the next anticipated storm event, or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. In the case of non-structural BMPs, the effectiveness of the BMP must be maintained by appropriate means (e.g., spill response supplies available and personnel trained, etc.).

3. Copy of Permit Requirements

You must include a copy of the permit requirements (attaching a copy of this permit is acceptable) in your SWPPP.

4. Applicable State, Tribal or Local Plans

Your SWPPP must be consistent (and updated as necessary to remain consistent) with

applicable State, Tribal and/or local storm water, waste disposal, sanitary sewer or septic system regulations to the extent these apply to your facility and are more stringent than the requirements of this permit.

5. Comprehensive Site Compliance Evaluation

a. Frequency and Inspectors

Operating landfills must conduct inspections at least once every 7 days. Inspections must be conducted at least once every month at stabilized sites. Inactive landfills must conduct inspections at least quarterly. The inspections must be done by qualified personnel provided by you. The qualified personnel you use may be either your own employees or outside consultants that you have hired, provided they have the knowledge and skills to assess conditions at your facility that could impact storm water quality and assess the effectiveness of the BMPs you have chosen to use to control the quality of your storm water discharges. If you decide to conduct more frequent inspections, your SWPPP must specify the frequency of inspections.

b. Scope of the Compliance Evaluation

Your inspections must include all areas where industrial materials or activities are exposed to storm water, as identified in Other Conditions, Section W.1.b.iv, and areas where spills and leaks have occurred within 3 years preceding the inspection. Inspectors should look for: a) industrial materials, residue or trash on the ground that could contaminate or be washed away in storm water; b) leaks or spills from industrial equipment, drums, barrels, tanks or similar containers; c) offsite tracking of industrial materials or sediment where vehicles enter or exit the site; d) tracking or blowing of raw, final, or waste materials from areas of no exposure to exposed areas; e) waste loading/unloading areas; f) erosion from daily, interim and final cover material stockpiles as well as from temporary waste storage areas; g) uncontrolled leachate flows; h) failure or leaks from leachate collection and treatment systems; and i) for evidence of, or the potential for, pollutants entering the drainage system. Storm water BMPs identified in your SWPPP must be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they must be inspected to see whether BMPs are effective in preventing significant impacts to receiving waters. Where discharge locations are inaccessible, nearby downstream locations must be inspected if possible.

c. Follow-up Actions

Based on the results of the inspection, you must modify your SWPPP as necessary (e.g., show additional controls on the site map and/or revise description of controls) to include

additional or modified BMPs designed to correct problems identified. You must complete revisions to the SWPPP within 14 calendar days following the inspection. If existing BMPs need to be modified or if additional BMPs are necessary, implementation must be completed before the next anticipated storm event. If implementation before the next anticipated storm event is impracticable, they must be implemented as soon as practicable.

d. Compliance Evaluation Report

You must insure a report summarizing the scope of the inspection, name(s) of personnel making the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWPPP is completed and retained as part of the SWPPP for at least three years from the date permit coverage expires or is terminated. Major observations should include: the location(s) of discharges of pollutants from the site; location(s) of BMPs that need to be maintained; location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location; and location(s) where additional BMPs are needed that did not exist at the time of inspection. You must retain a record of actions taken in accordance with this permit's Comprehensive Site Compliance Evaluation as part of the SWPPP for at least three years from the date that permit coverage expires or is terminated. The inspection reports must identify any incidents of non-compliance. Where an inspection report does not identify any incidents of non-compliance, the report must contain a certification that the facility is in compliance with the SWPPP and this permit. Both the inspection report and any reports of follow-up actions must be signed in accordance with Part III.D.10 of this permit.

e. Credit as a Routine Facility Inspection

Where compliance evaluation schedules overlap with inspections required under Other Conditions, Section W.1.g.ii, your annual compliance evaluation may also be used as one of the Other Conditions, Section W.1.g.ii routine inspections.

6. Maintaining Updated SWPPP

You must amend the SWPPP whenever:

there is a change in design, construction, operation, or maintenance at your facility which has a significant effect on the discharge, or potential for discharge, of pollutants from your facility; during inspections or investigations by you or by local, State, Tribal or Federal officials it is determined the SWPPP is ineffective in eliminating or significantly minimizing pollutants from sources identified under Other Conditions, Section W.1.b.iv, or is otherwise not achieving the general objectives of controlling pollutants in discharges from your facility.

7. Signature, Plan Review and Making Plans Available

a. You must sign your SWPPP in accordance with the Signatory Requirements in Part III.D.10, and retain the plan on-site at the facility covered by this permit (see Part III.C for records retention requirements).

b. You must keep a copy of the SWPPP on-site or locally available to the LDEQ for review at the time of an on-site inspection. You must make your SWPPP available upon request to the LDEQ, a State, Tribal or local agency approving storm water management plans, or the operator of a municipal separate storm sewer receiving discharge from the site. Also, in the interest of public involvement, the LDEQ encourages you to make your SWPPPs available to the public for viewing during normal business hours.

c. The LDEQ may notify you at any time that your SWPPP does not meet one or more of the minimum requirements of this permit. The notification will identify provisions of this permit which are not being met, as well as the required modifications. Within thirty (30) calendar days of receipt of such notification, you must make the required changes to the SWPPP and submit to the LDEQ a written certification that the requested changes have been made.

d. You must make the SWPPP available to the USFWS or NMFS upon request.

SECTION X. BEST MANAGEMENT PRACTICES FOR GRAY WATER

1. Attempts must be made to route gray water to an existing wastewater collection system or wastewater treatment system whenever possible. Discharges of untreated gray water are not allowed unless no feasible alternative is available.

2. Discharges of gray water shall be made directly into a ditch, drainage or waterbody where feasible.

3. Human contact with gray water discharges shall be avoided to the greatest extent possible.

4. Surface application of gray water shall not be used for irrigation of food plants.

5. The discharge of gray water may not contain human waste or any chemicals derived from activities such as cleaning car parts, washing greasy or oily rags, disposing of waste solutions, or soiled or infectious garments.
6. The application of gray water shall be managed to minimize standing water on the ground surface.

7. Any gray water storage tank must be covered to restrict access and to eliminate habitat for mosquitoes or other vectors.

8. The Louisiana Department of Health and Hospitals, Office of Public Health, has given written authorization for the discharge.

SECTION Y. PROPOSED ADDITIVES

Additives such as corrosion inhibitors, bactericides, and dyes may not be added to wastewaters to be discharged without prior written approval from this Office. Written requests for approval must include the following information:

1. Facility name and physical address
2. GPS coordinates of the outfall that will discharge wastewater containing the proposed additive
3. First named receiving waters that the effluent from this facility will enter
4. Effluent flow from the applicable outfall (in MGD)
5. Duration of flow
6. End of pipe concentration (mg/L or ppm) of the proposed additive(s)
7. Holding time of the wastewater containing the additive
8. SDS sheets for each additive
9. Aquatic toxicity data. If ecological toxicity is not provided in the SDS sheets, Whole Effluent Toxicity (WET) testing data may be provided by the facility

A letter which fully addresses items 1-9 above must be submitted to LDEQ at least sixty (60) days prior to the proposed discharge. If any of the above information is not submitted in the written request, the approval of the additive may be delayed or the use of the additive may be denied.

SECTION Z: SUFFICIENTLY SENSITIVE METHODS

In accordance with 40 CFR Part 122.44(i)(1)(iv), the permittee is required to use the most sufficiently sensitive method necessary to prove compliance with the effluent limitations. Further, be advised that all effluent testing shall be conducted utilizing EPA-approved methods from laboratories accredited to conduct the required analyses.

For a given parameter, if the MQL prescribed by the permit is less than the permit limitation, any EPA-approved method with a method detection level (MDL) which is equal to or less than this MQL may be utilized. In this scenario, if an individual analytical result is below the MQL, the permittee may report "0" on a discharge monitoring report (DMR).

Where the MQL prescribed by the permit is greater than the permit limitation, the permittee shall use a sufficiently sensitive EPA-approved method capable of yielding a quantifiable result which proves compliance with the limitation. If a sufficiently sensitive method is available with an MDL equal to or less than the permit limit, and the individual analytical result is less than the MDL, the permittee

may report "0" on a DMR. However, some instances may occur where there is no sufficiently sensitive EPA-approved method which will yield a quantifiable result equal to or less than the permit limitation. In these cases, the permittee must submit supporting documentation indicating that they used the most sensitive method available. In this scenario, if an individual analytical result is not detectable at the MDL of the method used, the permittee must report "non-detect" on the DMR. Please note that ANY quantifiable result above the permit limitation shall be reported as an excursion.

SECTION AA: ADDITIONAL CONDITIONS FOR DISCHARGES RELATED TO EXTRACTION, MINING, OR DREDGING OF DIRT, SAND, GRAVEL, SHELL, AND SIMILAR MATERIALS

1. There shall be no unpermitted discharge of process water, water associated with dust control from plant equipment, or truck and vessel washwater. Dust control on graveled yards is allowed if the water used for dust control comes directly from the potable water supply source before contact with any industrial processes and if no water from this activity is allowed to leave the property or enter the receiving stream.

2. Periodic inspection of raw material stockpiles, including old road materials stored for recycling or disposal, exposed to storm water shall be conducted for evidence of erosion or channelization. If such evidence is detected, pollution prevention practices (i.e., mulching, matting, netting, straw bale barrier, gravel or stone filter berm, etc.) shall be immediately initiated or modified, as needed.

3. All impoundments of process or mine dewatering wastewater must be surrounded by a stable, well-maintained levee of sufficient size and construction to prevent a discharge of pollutants into surface waters of the state.

    a. Producers must maintain a two-foot freeboard in the process or mine dewatering wastewater impoundments. A minimum levee height of two feet (at its lowest point) above the surface elevation of the river and the surface elevation of the impoundment must be maintained at all times if the mine site is below the bankfull stage of the river. If at any time the water level in the impounded area rises above the two-foot minimum level, operations must cease until the water level in the impounded area recedes to below the two-foot level.

    b. Any unpermitted discharge of process or mine dewatering wastewater shall be a violation including a discharge resulting from a levee break when the river is less than bankfull stage, based on the closest gauging station or other mutually agreed upon elevation establishing bankfull stage at the site.

c. If a levee breaks it must be repaired immediately and production must cease until the levee is repaired. The levee failure must be reported to LDEQ as soon as possible using the same reporting methods as found in Part III, Section D.

d. All levees must be inspected at least once a day during normal working hours and as necessary during other hours when adverse weather conditions may threaten the integrity of the levees. A daily log of these inspections is to be kept, and it shall include the following:

i. date
ii. time of day
iii. name of inspector
iv. condition of levees
v. if levees are discharging, the time started and ended
vi. inspector's signature

4. Post-Mining Phase Site Reuse Plan

a. Termination of coverage under this LPDES permit does not relieve the permittee of any present or future liability associated with environmental damages caused by the permittee's operational activities.

b. Site stabilization activities **must be in accordance with the Final Stabilization criteria**: *Final Stabilization*: as related to construction activities, means that all soil disturbing activities at the site have been completed, and that a **uniform** (e.g., evenly distributed, without large bare areas) **self-sustaining perennial vegetative cover** with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed. Establishing at least 70% of the natural cover of self-sustaining native vegetation meets the vegetative cover criteria for final stabilization. For example, if the native vegetation covers 50% of the ground prior to commencement of construction activities, 70% of 50% would require 35% total cover for final stabilization.

A site does not meet the final stabilization permit requirement until self-sustaining native vegetation is established uniformly over each disturbed area on the site. Stabilizing seven of ten slopes, or leaving an area equivalent to 30 percent of the disturbed area completely unstabilized will not satisfy the **uniform vegetative cover** standard.

c. the Plan shall incorporate the following:

i. The permittee and landowner must have a binding post-mining phase agreement for site stabilization and land reclamation, unless the permittee is also the landowner.
ii. Reclamation activities must include the stabilization of inactive mining pit or borrow areas with herbaceous perennial plants, stabilizing the soil, preventing erosion from causing on-site or off-site damage and improving the site to support wildlife.
iii. After the mining activities are completed, grading of the property must be conducted. This minimizes non-point source stormwater pollution (i.e., sediment fines) from impacting potential pathways such as streams, creeks, tributaries, lakes, etc.
iv. Seeding bare ground during the post-mining phase must be completed to minimize and/or reduce the potential for stormwater to wash sediment loads from un-vegetated areas into nearby waterways. Natural regeneration takes time and during that process much sediment could be washed away as sheet, rill or gully erosion over that period.

PART III
STANDARD CONDITIONS FOR LPDES PERMITS

SECTION A. GENERAL CONDITIONS

1. Introduction
   In accordance with the provisions of LAC 33:IX.2701, et seq., this permit incorporates either expressly or by reference ALL conditions and requirements applicable to the Louisiana Pollutant Discharge Elimination System Permits (LPDES) set forth in the Louisiana Environmental Quality Act (LEQA), as amended, as well as ALL applicable regulations.

2. Duty to Comply
   The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act (CWA) and the Louisiana Environmental Quality Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

3. Penalties for Violation of Permit Conditions
   a. R.S. 30:2025 provides for civil penalties for violations of these regulations and the Louisiana Environmental Quality Act. R.S. 30:2076.2 provides for criminal penalties for violation of any provisions of the LPDES or any order or any permit condition or limitation issued under or implementing any provisions of the LPDES program. (See Section E. Penalties for Violation of Permit Conditions for additional details.)

   b. Any person may be assessed an administrative penalty by the state administrative authority under R.S. 30:2025 for violating a permit condition or limitation implementing any of the requirements of the LPDES program in a permit issued under the regulations or the Louisiana Environmental Quality Act.

4. Toxic Pollutants
   a. Other effluent limitations and standards under Sections 301, 302, 303, 307, 318, and 405 of the Clean Water Act. If any applicable toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under Section 307(a) of the Clean Water Act for a toxic pollutant, and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, the state administrative authority shall institute proceedings under these regulations to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition.

   b. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the Clean Water Act within the time provided in the regulations that establish these standards or prohibitions, or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.

5. Duty to Reapply
   a. Individual Permits. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The new application shall be submitted at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the state administrative authority. (The state administrative authority shall not grant permission for applications to be submitted later than the expiration date of the existing permit.) Continuation of expiring permits shall be governed by regulations promulgated at LAC 33:IX.2321 and any subsequent amendments.

   b. General Permits. General permits expire five years after the effective date. The 180-day reapplication period as defined above is not applicable to general permit authorizations. Reissued general permits may provide automatic coverage for permittees authorized under the previous version of the permit, and no new application is required. Requirements for obtaining authorization under the reissued general

permit will be outlined in Part I of the new permit. Permittees authorized to discharge under an expiring general permit should follow the requirements for obtaining coverage under the new general permit to maintain discharge authorization.

6. Permit Action

This permit may be modified, revoked and reissued, or terminated for cause in accordance with LAC 33:IX.2903, 2905, 2907, 3105, and 6509. The causes may include, but are not limited to, the following:

a. Noncompliance by the permittee with any condition of the permit;

b. The permittee's failure in the application or during the permit issuance process to disclose fully all relevant facts, or the permittee's misrepresentation of any relevant facts at any time;

c. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by permit modification or termination;

d. A change in any condition that requires either a temporary or a permanent reduction or elimination of any discharge;

e. Failure to pay applicable fees under the provisions of LAC 33:IX.Chapter 13; or

f. Change of ownership or operational control.

The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

7. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege, nor does it authorize any injury to private or public property, nor any infringement of federal, state, or local laws or regulations.

8. Duty to Provide Information

The permittee shall furnish to the state administrative authority, within a reasonable time, any information which the state administrative authority may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the state administrative authority, upon request, copies of records required to be kept by this permit.

9. Criminal and Civil Liability

Except as provided in permit conditions on "Bypassing" and "Upsets," nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Any false or materially misleading representation or concealment of information required to be reported by the provisions of the permit, the Act, or applicable regulations, which avoids or effectively defeats the regulatory purpose of the Permit may subject the permittee to criminal enforcement pursuant to R.S. 30:2025.

10. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Clean Water Act.

11. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Clean Water Act.

12. Severability
    If any provision of these rules and regulations, or the application thereof, is held to be invalid, the remaining provisions of these rules and regulations shall not be affected, so long as they can be given effect without the invalid provision. To this end, the provisions of these rules and regulations are declared to be severable.

13. Dilution
    A permittee shall not achieve any effluent concentration by dilution unless specifically authorized in the permit. A permittee shall not increase the use of process water or cooling water or otherwise attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve permit limitations or water quality.

14. Facilities Requiring Approval from Other State Agencies
    In accordance with R.S. 40:4(A)(6) the plans and specifications of all sewerage works, both public and private, must be approved by the Louisiana Department of Health state health officer or his designee. It is unlawful for any person, firm, or corporation, both municipal and private, to operate a sanitary sewage treatment facility without proper authorization from the state health officer.

    In accordance with R.S. 40:1281.9, it is unlawful for any person, firm or corporation, both municipal and private, operating a sewerage system to operate that system unless the competency of the operator is duly certified by the Louisiana Department of Health state health officer. Furthermore, it is unlawful for any person to perform the duties of an operator without being duly certified.

    In accordance with R.S. 48.385, it is unlawful for any industrial wastes, sewage, septic tanks effluent, or any noxious or harmful matter, solid, liquid, or gaseous to be discharged into the side or cross ditches or placed upon the rights-of-ways of state highways without the prior written consent of the Department of Transportation and Development chief engineer or his duly authorized representative and of the secretary of the Louisiana Department of Health.

15. The standards provided in Chapter 11 – Surface Water Quality Standards are official regulations of the state, and any person who discharges pollutants to the waters of the state in such quantities as to cause these standards to be violated shall be subject to the enforcement procedures of the state as specified in R.S. 30:2025.

16. Preproduction Plastics
    This permit does not authorize a visible discharge or release of preproduction plastic into waters of the state.

SECTION B. PROPER OPERATION AND MAINTENANCE

1. Need to Halt or Reduce not a Defense
   It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

2. Duty to Mitigate
   The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. The permittee shall also take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with the permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

3. Proper Operation and Maintenance
   a. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

   b. The permittee shall provide an adequate operating staff which is duly qualified to carry out operation, maintenance, and other functions necessary to ensure compliance with the conditions of this permit.

4. Bypass of Treatment Facilities
   a. Bypass. The intentional diversion of waste streams from any portion of a treatment facility.

   b. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Section B.4.c. and d of these standard conditions.

   c. Notice
      (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Office of Environmental Services, Water Permits Division, if possible at least 10 days before the date of the bypass.

      (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in LAC 33:IX.2701.L.6 (24-hour notice) and Section D.6.e of these standard conditions.

   d. Prohibition of bypass
      (1) Bypass is prohibited, and the state administrative authority may take enforcement action against a permittee for bypass, unless:

         (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

         (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

         (c) The permittee submitted notices as required by Section B.4.c of these standard conditions.

      (2) The state administrative authority may approve an anticipated bypass after considering its adverse effects, if the state administrative authority determines that it will meet the three conditions listed in Section B.4.d(1) of these standard conditions.

5. Upset Conditions
   a. Upset. An exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

   b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of Section B.5.c are met. No

determination made during administrative review of claims that noncompliance was caused by an upset, and before an action for noncompliance, constitutes final administrative action subject to judicial review.

c. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the cause(s) of the upset;

   (2) The permitted facility was at the time being properly operated;

   (3) The permittee submitted notice of the upset as required by LAC 33:IX.2701.L.6.b.ii and Section D.6.e(2) of these standard conditions; and

   (4) The permittee complied with any remedial measures required by Section B.2 of these standard conditions.

d. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

6. Removed Substances
   Solids, sewage sludges, filter backwash, or other pollutants removed in the course of treatment or wastewater control shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the state and in accordance with environmental regulations.

7. Percent Removal
   For Publicly Owned Treatment Works (POTWs), the 30-day average percent removal for Biochemical Oxygen Demand and Total Suspended Solids shall not be less than 85 percent in accordance with LAC 33:IX.5905.A.3 and B.3. POTWs utilizing waste stabilization ponds/oxidation ponds are not subject to the 85 percent removal rate for Total Suspended Solids.

SECTION C. MONITORING AND RECORDS

1. Inspection and Entry
   The permittee shall allow the state administrative authority or an authorized representative (including an authorized contractor acting as a representative of the Administrator), upon the presentation of credentials and other documents as may be required by the law to:

   a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit.

      Enter upon the permittee's premises where a discharge source is or might be located or in which monitoring equipment or records required by a permit are kept for inspection or sampling purposes. Most inspections will be unannounced and should be allowed to begin immediately, but in no case shall begin more than 30 minutes after the time the inspector presents his/her credentials and announces the purpose(s) of the inspection. Delay in excess of 30 minutes shall constitute a violation of this permit. However, additional time can be granted if the inspector or the administrative authority determines that the circumstances warrant such action;

   b. Have access to and copy, at reasonable times, any records that the department or its authorized representative determines are necessary for the enforcement of this permit. For records maintained in either a central or private office that is open only during normal office hours and is closed at the time of inspection, the records shall be made available as soon as the office is open, but in no case later than the close of business the next working day;

   c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Louisiana Environmental Quality Act, any substances or parameters at any location.

e. Sample Collection
   (1) When the inspector announces that samples will be collected, the permittee may be given an additional 30 minutes to prepare containers in order to collect duplicates. If the permittee cannot obtain and prepare sample containers within this time, he is considered to have waived his right to collect duplicate samples and the sampling will proceed immediately. Further delay on the part of the permittee in allowing initiation of the sampling will constitute a violation of this permit.
   (2) At the discretion of the administrative authority, sample collection shall proceed immediately (without the additional 30 minutes described in Section C.1.a above), and the inspector shall supply the permittee with a duplicate sample.

f. It shall be the responsibility of the permittee to ensure that a facility representative familiar with provisions of its wastewater discharge permit, including any other conditions or limitations, be available either by phone or in person at the facility during all hours of operation. The absence of such personnel on-site who are familiar with the permit shall not be grounds for delaying the initiation of an inspection except in situations as described in Section C.1.b of these standard conditions. The permittee shall be responsible for providing witnesses/escorts during inspections. Inspectors shall abide by all company safety rules and shall be equipped with standard safety equipment (hard hat, safety shoes, safety glasses) normally required by industrial facilities.

g. Upon written request, copies of field notes, drawings, etc., taken by department personnel during an inspection shall be provided to the permittee after the final inspection report has been completed.

2. Representative Sampling
Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. All samples shall be taken at the outfall location(s) indicated in the permit. The state administrative authority shall be notified prior to any changes in the outfall location(s). Any changes in the outfall location(s) may be subject to modification, revocation, and reissuance in accordance with LAC 33:IX.2903.

3. Retention of Records
Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer, as required by 40 CFR 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report, or application. This period may be extended by request of the state administrative authority at any time.

4. Record Contents
Records of monitoring information shall include:

a. The date, exact place, and time of sampling or measurements;
b. The individual(s) who performed the sampling or measurements;
c. The date(s) analyses were performed;
d. The time(s) analyses were begun;
e. The individual(s) who performed the analyses;
f. The analytical techniques or methods used;
g. The results of such analyses; and
h. The results of all quality control procedures.

5. Monitoring Procedures
   a. Measurements and analyses must be conducted according to test procedures approved under 40 CFR Part 136 or, in the case of sludge use or disposal, approved under 40 CFR Part 136 unless otherwise specified in 40 CFR Part 503, unless other test procedures have been specified in this permit.

   b. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instruments at intervals frequent enough to ensure accuracy of measurements and shall maintain appropriate records of such activities.

   c. The permittee or designated laboratory shall have an adequate analytical quality assurance/quality control program to produce defensible data of known precision and accuracy. All quality control measures shall be assessed and evaluated on an ongoing basis, and quality control acceptance criteria shall be used to determine the validity of the data. All method-specific quality controls as prescribed in the method shall be followed. If quality control requirements are not included in the method, the permittee or designated laboratory shall follow the quality control requirements as prescribed in the Approved Edition (40 CFR Part 136) *Standard Methods for the Examination of Water and Wastewater*, Sections 1020A and 1020B. General sampling protocol shall follow guidelines established in the *Handbook for Sampling and Sample Preservation of Water and Wastewater*, 1982 U.S. Environmental Protection Agency. This publication is available from the National Service Center for Environmental Publications
   https://nepis.epa.gov/Exe/ZyNET.exe/30000QSA.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1981+Thru+1985&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C81thru85%5CTxt%5C00000001%5C30000QSA.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL.

6. Flow Measurements
   Appropriate flow measurement devices and methods consistent with accepted scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes and shall be calibrated by a qualified source at least once a year to ensure their accuracy. A qualified source is a person that has received formal training and/or has practical field experience in the calibration of the flow measurement device used at the facility. Guidance in selection, installation, calibration, and operation of acceptable flow measurement devices can be obtained from the following references:

   a. *A Guide to Methods and Standards for the Measurement of Water Flow*, 1975, U.S. Department of Commerce, National Bureau of Standards. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, and telephone number (800) 553-6847. Order by NTIS publication number COM-75-10683.
   https://www.govinfo.gov/content/pkg/GOVPUB-C13-a301a5f6bf6ec378b4fabc9c626c03e2/pdf/GOVPUB-C13-a301a5f6bf6ec378b4fabc9c626c03e2.pdf

   b. *Flow Measurement in Open Channels and Closed Conduits*, Volumes 1 and 2 U.S. Department of Commerce, National Bureau of Standards. This publication is available from the National Technical Service (NTIS), Springfield, VA, 22161, and telephone number (800) 553-6847. Order by NTIS publication number PB-273 535.
   Volume 1:
   https://www.govinfo.gov/content/pkg/GOVPUB-C13-c0f8a094b9fcc5c32be685edbd48f942/pdf/GOVPUB-C13-c0f8a094b9fcc5c32be685edbd48f942.pdf.

Volume 2:
https://www.govinfo.gov/content/pkg/GOVPUB-C13-b3daf36f1cc0f770bc04d66da5cdc937/pdf/GOVPUB-C13-b3daf36f1cc0f770bc04d66da5cdc937.pdf

c. *NPDES Compliance Flow Measurement Manual*, U.S. Environmental Protection Agency, Office of Water Enforcement. This publication is available from the National Technical Information Service (NTIS), Springfield, VA 22161, and telephone number (800) 553-6847. Order by NTIS publication number PB-82-131178.
https://nepis.epa.gov/Exe/ZyNET.exe/9101TZLK.TXT?ZyActionD=ZyDocument&Client=EPA&Index=1981+Thru+1985&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C81thru85%5CTxt%5C00000026%5C9101TZLK.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C-&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=hpfr&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL

7. Prohibition for Tampering: Penalties
   a. R.S. 30:2025 provides for punishment of any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit.

   b. R.S. 30:2076.2 provides for penalties for any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance.

8. Additional Monitoring by the Permittee
   If the permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 (see LAC 33:IX.4901), or in the case of sludge use and disposal, approved under 40 CFR Part 136 (see LAC 33:IX.4901) unless otherwise specified in 40 CFR Part 503, or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the state administrative authority.

9. Averaging of Measurements
   Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the state administrative authority in the permit.

10. Laboratory Accreditation
    a. LAC 33:I.Subpart 3, Chapters 45–59 provide requirements for an accreditation program specifically applicable to commercial laboratories, wherever located, that provide chemical analyses, analytical results, or other test data to the department, by contract or by agreement, and the data is:
       (1) Submitted on behalf of any facility, as defined in R.S. 30:2004;
       (2) Required as part of any permit application;
       (3) Required by order of the department;
       (4) Required to be included on any monitoring reports submitted to the department;
       (5) Required to be submitted by contractor; and/or
       (6) Otherwise required by department regulations.

    b. The department laboratory accreditation program, Louisiana Environmental Laboratory Accreditation Program (LELAP) is designed to ensure the accuracy, precision, and reliability of the data generated, as well as the use of department-approved methodologies in generation of that data. Laboratory data generated by commercial environmental laboratories that are not LELAP-accredited will not be accepted by the department. Retesting of analysis by an accredited commercial laboratory will be required.

       Where retesting of effluent is not possible (for example, data reported on DMRs for prior month's sampling), the data generated will be considered invalid and in violation of the LPDES permit.

c. Regulations on the Louisiana Environmental Laboratory Accreditation Program and a list of labs that have applied for accreditation are available on the department website located under LDEQ → About LDEQ→ Public Participation and Permit Support →LA Lab Accreditation at the following link:

http://deq.louisiana.gov/page/la-lab-accreditation

Questions concerning the program may be directed to (225) 219-3247.

SECTION D. REPORTING REQUIREMENTS

1. Facility Changes
The permittee shall give notice to the state administrative authority as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or

b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit nor to notification requirements under LAC 33:IX.2703.A.1.

c. For Municipal Permits. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Section 301 or 306 of the CWA if it were directly discharging those pollutants, and any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violation of the effluent limitations specified herein.

2. Anticipated Noncompliance
The permittee shall give advance notice to the state administrative authority of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Transfers
This permit is not transferable to any person except after notice to the state administrative authority. The state administrative authority may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Clean Water Act or the Louisiana Environmental Quality Act. (See LAC 33:IX.2901; in some cases, modification or revocation and reissuance is mandatory.)

A permit may be transferred by the permittee to a new owner or operator only if: (1) the permit has been modified or revoked and reissued (under LAC 33:IX.2903.A.2.b) by the permittee and new owner submitting a Name/Ownership/Operator Change Form (NOC-1 Form) and approved by LDEQ (LAC 33:I.Chapter 19); or (2) a minor modification made (under LAC 33:IX.2905) to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act and the Louisiana Environmental Quality Act.

The NOC-1 form can be found using the pathway LDEQ → Water→ LPDES Application Forms at the following link: http://deq.louisiana.gov/page/lpdes-water-permits

4. Monitoring Reports
Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be submitted through a department-approved electronic document receiving system (NetDMR) in accordance with LAC 33:I.Chapter 21 unless the state administrative authority gives written authorization to the permittee to submit monitoring results in an alternative format such as paper DMRs.

Information about NetDMR and gaining access can be viewed using the pathway LDEQ → Water→ Enforcement → NETDMR on the department's website at: http://deq.louisiana.gov/page/netdmr

The permittee shall submit properly completed Discharge Monitoring Reports (DMRs) using the format specified in the permit.

If authorized to report using an alternative format such as paper DMRs, then preprinted DMRs will be provided to majors and other designated facilities. Please contact the Permit Compliance Unit concerning preprints. Self-generated DMRs must be pre-approved by the Permit Compliance Unit prior to submittal. Self-generated DMRs are approved on an individual basis. Requests for approval of self-generated DMRs should be submitted to the following address:

Supervisor, Permit Compliance Unit
Office of Environmental Compliance
Post Office Box 4312
Baton Rouge, LA 70821-4312

5. Compliance Schedules
Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

6. Requirements for Notification

a. Emergency Notification
As required by LAC 33.I.3915, in the event of an unauthorized discharge that causes an emergency condition, the discharger shall notify the hotline (Department of Public Safety (DPS) 24-hour Louisiana Emergency Hazardous Materials Hotline) by telephone at (225) 925-6595 (collect calls accepted 24 hours a day) immediately (a reasonable period of time after taking prompt measures to determine the nature, quantity, and potential off-site impact of a release, considering the exigency of the circumstances), but in no case later than one hour after learning of the discharge. (An emergency condition is any condition which could reasonably be expected to endanger the health and safety of the public, cause significant adverse impact to the land, water, or air environment, or cause severe damage to property.) Notification required by this section will be made regardless of the amount of discharge. Prompt Notification Procedures are listed in Section D.6.c of these standard conditions.

A written report shall be provided within seven calendar days after the notification. The report shall contain the information listed in Section D.6.d of these standard conditions and any additional information in LAC 33:I.3925.B.

b. Prompt Notification
As required by LAC 33:I.3917, in the event of an unauthorized discharge that exceeds a reportable quantity specified in LAC 33:I.Chapter 39.Subchapter E, but does not cause an emergency condition, the discharger shall promptly notify DPS by telephone at (225) 925-6595 (collect calls accepted 24 hours a day) within 24 hours after learning of the discharge.

In the event of an unauthorized discharge that requires notification, the DPS 24-hour Louisiana Emergency Hazardous Materials Hotline will notify the Department of Environmental Quality.

In accordance with LAC 33:I.3923, notifications not required by LAC 33:I.3915 or 3917 shall be provided to the department within a time frame not to exceed 24 hours, or as specified by the specific regulation or permit provision requiring the notification, and shall be given to Single Point of Contact (SPOC), as follows:

(1) by the Online Incident Reporting screens found at http://deq.louisiana.gov/page/file-a-complaint-report-an-incident; or

(2) by email utilizing the Incident Report Form and instructions found at https://www.deq.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=single-point-of-contact; or
(3) by telephone at (225) 219-3640 during office hours, or (225) 342-1234 after hours and on weekends and holidays.

c. Content of Prompt Notifications The following guidelines will be utilized as appropriate, based on the conditions and circumstances surrounding any unauthorized discharge, to provide relevant information regarding the nature of the discharge:
(1) the name of the person making the notification and the telephone number where any return calls from response agencies can be placed;
(2) the name and location of the facility or site where the unauthorized discharge is imminent or has occurred, using common landmarks. In the event of an incident involving transport, include the name and address of the transporter and generator;
(3) the date and time the incident began and ended, or the estimated time of continuation if the discharge is continuing;
(4) the extent of any injuries and identification of any known personnel hazards that response agencies may face;
(5) the common or scientific chemical name, the U.S. Department of Transportation hazard classification, and the best estimate of amounts of any and all discharged pollutants; and
(6) a brief description of the incident sufficient to allow response agencies to formulate their level and extent of response activity.

d. Written Notification Procedures Written reports for any unauthorized discharge that requires notification under Section D.6.a or b, shall be submitted by the discharger to the Office of Environmental Compliance, Emergency and Radiological Services Division - SPOC in accordance with LAC 33:I.3925 within seven calendar days after the notification required by D.6.a or 6.b, unless otherwise provided for in a valid permit or other department regulation. Written notification reports shall include, but not be limited to, the following information:
(1) the name, address, telephone number, Agency Interest (AI) number (number assigned by the department) if applicable, and any other applicable identification numbers of the person, company, or other party who is filing the written report, and specific identification that the report is the written follow-up report required by this section;
(2) the time and date of prompt notification, the state official contacted when reporting, the name of person making that notification, identification of the site or facility, vessel, transport vehicle, or storage area from which the unauthorized discharge occurred, and the location where the incident occurred;
(3) date(s), time(s), and duration of the unauthorized discharge and, if not corrected, the anticipated time it is expected to continue;
(4) details of the circumstances (unauthorized discharge description and root cause) and events leading to any unauthorized discharge, including incidents of loss of sources of radiation, and if the release point is subject to a permit:
(a) the current permitted limit for the pollutant(s) released; and
(b) the permitted release point/outfall ID
(5) the common or scientific chemical name of each specific pollutant that was released as the result of an unauthorized discharge, including the CAS number and U.S. Department of Transportation hazard classification, and the best estimate of amounts of any and all released pollutants (total amount of each compound expressed in pounds, including calculations);
(6) a statement of the actual or probable fate or disposition of the pollutant or source of radiation and what off-site impact resulted; and
(7) remedial actions taken, or to be taken, to stop unauthorized discharges or to recover pollutants or sources of radiation.

Written notification reports shall be submitted to the Office of Environmental Compliance, SPOC by mail or e-mail. The transmittal envelope and report or e-mail subject line and report should be clearly marked "**UNAUTHORI ED DISCHARGE NOTIFICATION REPORT**."

Written reports (LAC 33:I.3925) should be mailed to:

Louisiana Department of Environmental Quality
Post Office Box 4312
Baton Rouge, LA 70821-4312
ATTENTION: OFFICE OF ENVIRONMENTAL COMPLIANCE – SPOC "UNAUTHORIZED DISCHARGE NOTIFICATION REPORT"

The Written Notification Report may be emailed to the Louisiana Department of Environmental Quality, Office of Environmental Compliance, Single Point of Contact at: writtennotificationLDEQ@la.gov.

Please see LAC 33:I.3925.B for additional written notification procedures.

e. Twenty-four Hour Reporting The permittee shall report any noncompliance which may endanger human health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The following shall be included as information which must be reported within 24 hours:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit (see LAC 33:IX.2701.M.3.b);

(2) Any upset which exceeds any effluent limitation in the permit; and/or

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the state administrative authority in Part II of the permit to be reported within 24 hours (LAC 33:IX.2707.G).

7. Other Noncompliance
The permittee shall report all instances of noncompliance not reported under Section D.4, 5, and 6, at the time monitoring reports are submitted. The reports shall contain the information listed in Section D.6.e.

8. Other Information
Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the state administrative authority, it shall promptly submit such facts or information.

9. Discharges of Toxic Substances
In addition to the reporting requirements under Section D.1–8, all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Office of Environmental Services, Water Permits Division as soon as they know or have reason to believe:
   a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant:
      (1) listed at LAC 33:IX.7107, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
         (a) One hundred micrograms per liter (100 µg/L);
         (b) Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
         (c) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with LAC 33:IX.2501.G.7; or
         (d) The level established by the state administrative authority in accordance with LAC 33:IX.2707.F; or

(2) which exceeds the reportable quantity levels for pollutants at LAC 33:I.Chapter 39.Subchapter E.

b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant:
   (1) listed at LAC 33:IX.7107, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

      (a) Five hundred micrograms per liter (500 µg/L);
      (b) One milligram per liter (1 mg/L) for antimony;
      (c) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with LAC 33:IX.2501.G.7; or
      (d) The level established by the state administrative authority in accordance with LAC 33:IX.2707.F; or

   (2) which exceeds the reportable quantity levels for pollutants at LAC 33:I.Chapter 39.Subchapter E.

10. Signatory Requirements
All applications, reports, or information submitted to the state administrative authority shall be signed and certified.
   a. All permit applications shall be signed as follows:
      (1) For a corporation—by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
         (a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or,
         (b) The manager of one or more manufacturing, production, or operating facilities, provided: the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and the authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

      NOTE: The department does not require specific assignments or delegations of authority to responsible corporate officers identified in Section D.10.a(1)(a). The agency will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the state administrative authority to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under Section D.10.a(1)(b) rather than to specific individuals.

      (2) For a partnership or sole proprietorship—by a general partner or the proprietor, respectively; or
      (3) For a municipality, state, federal, or other public agency—by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:
         (a) The chief executive officer of the agency, or
         (b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (for example, Regional Administrators of EPA).

   b. All reports required by permits and other information requested by the state administrative authority shall be signed by a person described in Section D.10.a, or by a duly authorized representative of that person. A person is a duly authorized representative only if:
      (1) The authorization is made in writing by a person described in Section D.10.a of these standard conditions;

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (a duly authorized representative may thus be either a named individual or an individual occupying a named position); and,
(3) The written authorization is submitted to the state administrative authority.

c. Changes to authorization. If an authorization under Section D.10.b is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Section D.10.b must be submitted to the state administrative authority prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Certification. Any person signing a document under Section D.10.a or b above, shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

11. Availability of Reports

All recorded information (completed permit application forms, fact sheets, draft permits, or any public document) not classified as confidential information under R.S. 30:2030(A) and 30:2074(D) and designated as such in accordance with these regulations (LAC 33:IX.2323 and LAC 33:IX.6503) shall be made available to the public for inspection and copying during normal working hours in accordance with the Public Records Act, R.S. 44:1 et seq.

Claims of confidentiality for the following will be denied:
a. The name and address of any permit applicant or permittee; or
b. Permit applications, permits, and effluent data.

Information required by LPDES application forms provided by the state administrative authority under LAC 33:IX.2501 may not be claimed confidential. This includes information submitted on the forms themselves and any attachments used to supply information required by the forms.

SECTION E. PENALTIES FOR VIOLATIONS OF PERMIT CONDITIONS

1. Criminal

a. Negligent Violations

R.S. 30:2076.2 provides that any person who negligently violates any provision of the LPDES, or any order issued by the secretary under the LPDES, or any permit condition or limitation implementing any such provision in a permit issued under the LPDES by the secretary, or any requirement imposed in a pretreatment program approved under the LPDES is subject to a fine of not less than $2,500 nor more than $25,000 per day of violation, or by imprisonment for not more than one year, or both. If a conviction of a person is for a violation committed after a first conviction of such person, he shall be subject to a fine of not more than $50,000 per day of violation, or imprisonment of not more than two years, or both.

b. Knowing Violations

R.S. 30:2076.2 provides that any person who knowingly violates any provision of the LPDES, or any permit condition or limitation implementing any such provisions in a permit issued under the LPDES, or

any requirement imposed in a pretreatment program approved under the LPDES is subject to a fine of not less than $5,000 nor more than $50,000 per day of violation, or imprisonment for not more than three years, or both. If a conviction of a person is for a violation committed after a first conviction of such person, he shall be subject to a fine of not more than $100,000 per day of violation, or imprisonment of not more than six years, or both.

c. Knowing Endangerment
R.S. 30:2076.2 provides that any person who knowingly violates any provision of the LPDES, or any order issued by the secretary under the LPDES, or any permit condition or limitation implementing any of such provisions in a permit issued under the LPDES by the secretary, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than $250,000, or by imprisonment for not more than 15 years, or both. A person which is an organization shall, upon conviction of violating this Paragraph, be subject to a fine of not more than one million dollars. If a conviction of a person is for a violation committed after a first conviction of such person under this Paragraph, the maximum punishment shall be doubled with respect to both fine and imprisonment.

d. False Statements
R.S. 30:2076.2 provides that any person who knowingly makes any false material statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained under the LPDES or who knowingly falsifies, tampers with, or renders inaccurate any monitoring device or method required to be maintained under the LPDES, shall, upon conviction, be subject to a fine of not more than $10,000, or imprisonment for not more than two years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this Subsection, he shall be subject to a fine of not more than $20,000 per day of violation, or imprisonment of not more than four years, or both.

2. Civil Penalties
R.S. 30:2025 provides that any person found to be in violation of any requirement of this Subtitle may be liable for a civil penalty, to be assessed by the secretary, an assistant secretary, or the court, of not more than the cost to the state of any response action made necessary by such violation which is not voluntarily paid by the violator, and a penalty of not more than $32,500 for each day of violation. However, when any such violation is done intentionally, willfully, or knowingly, or results in a discharge or disposal which causes irreparable or severe damage to the environment or if the substance discharged is one which endangers human life or health, such person may be liable for an additional penalty of not more than one million dollars.

(**PLEASE NOTE**: These penalties are listed in their entirety in Subtitle II of Title 30 of the Louisiana Revised Statutes.)

SECTION F. DEFINITIONS

All definitions contained in Section 502 of the Clean Water Act shall apply to this permit and are incorporated herein by reference. Additional definitions of words or phrases used in this permit are as follows:

1. Clean Water Act (CWA) means the Public Law 92-500 as amended by Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et seq. The CWA was formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972.

2. Accreditation means the formal recognition by the department of a laboratory's competence wherein specific tests or types of tests can be accurately and successfully performed in compliance with all minimum requirements set forth in the regulations regarding laboratory accreditation.

3. Administrator means the Administrator of the U.S. Environmental Protection Agency, or an authorized representative.

4. Applicable Standards and Limitations means all state, interstate and federal standards and limitations to which a discharge is subject under the Clean Water Act, including effluent limitations, water quality standards of performance, toxic effluent standards or prohibitions, best management practices, and pretreatment standards under Sections 301, 302, 303, 304, 306, 307, 308, and 403.

5. Applicable water quality standards means all water quality standards to which a discharge is subject under the Clean Water Act.

6. Commercial Laboratory means any laboratory, wherever located, that performs analyses or tests for third parties for a fee or other compensation and provides chemical analyses, analytical results, or other test data to the department. The term commercial laboratory does not include laboratories accredited by the Louisiana Department of Health in accordance with R.S. 49:1001 et seq.

7. Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day. Daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample.

8. Daily Maximum discharge limitation means the highest allowable "daily discharge."

9. Director means the U.S. Environmental Protection Agency Regional Administrator, or the state administrative authority, or an authorized representative.

10. Domestic septage means either liquid or solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device, or similar treatment works that receives only domestic sewage. Domestic septage does not include liquid or solid material removed from a septic tank, cesspool, or similar treatment works that receives either commercial wastewater or industrial wastewater and does not include grease removed from grease trap at a restaurant.

11. Domestic sewage means waste and wastewater from humans or household operations that is discharged to or otherwise enters a treatment works.

12. Environmental Protection Agency (or EPA) means the U.S. Environmental Protection Agency.

13. Grab sample means an individual sample collected over a period of time not exceeding 15 minutes, unless more time is needed to collect an adequate sample, and is representative of the discharge.

14. Industrial user means a nondomestic discharger, as identified in 40 CFR 403, introducing pollutants to a Publicly Owned Treatment Works.

15. LEQA means the Louisiana Environmental Quality Act.

16. Loading is presented in the permit and reported in the DMR as the total amount of a pollutant entering the facility or discharged in the effluent. It is calculated by knowing the amount of flow, the concentration, and the density of water. Results should be rounded off and expressed with the same number of significant figures as the permit limit. If the permit does not explicitly state how many significant figures are associated with the permit limit, the permittee shall use two.

    Loading (lbs/day) = Flow (in MGD) x Concentration (mg/L) x 8.34*

    *8.34 is the unit conversion for the weight of water

17. Louisiana Pollutant Discharge Elimination System (LPDES) means those portions of the Louisiana Environmental Quality Act and the Louisiana Water Control Law and all regulations promulgated under their authority which are deemed equivalent to the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act in accordance with Section 402 of the Clean Water Act and all applicable federal regulations.

18. Monthly Average discharge limitations (other than for bacteria indicators, such as fecal coliform and enterococci) are calculated as the sum of all "daily discharge(s)" measured during a calendar month divided by the number of "daily discharge(s)" measured during that month. When the permit establishes monthly average concentration effluent limitations or conditions, and flow is measured as continuous record or with a totalizer, the monthly average concentration means the arithmetic average (weighted by flow) of all "daily discharge(s)" of concentration determined during the calendar month where C = daily discharge concentration, F = daily flow and n = number of daily samples; monthly average discharge =

$$\frac{C_1F_1 + C_2F_2 + ... + C_nF_n}{F_1 + F_2 + ... + F_n}$$

When the permit establishes monthly average concentration effluent limitations or conditions, and the flow is not measured as a continuous record, then the monthly average concentration means the arithmetic average of all "daily discharge(s)" of concentration determined during the calendar month.

The monthly average for bacteria indicators is the geometric mean of the values for all effluent samples collected during a calendar month.

19. National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 318, 402, and 405 of the Clean Water Act.

20. POTW means Publicly Owned Treatment Works.

21. Sanitary Wastewater Term(s):

    a. 3-hour composite sample consists of three effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) over the 3-hour period and composited according to flow, or a sample continuously collected in proportion to flow over the 3-hour period.

    b. 6-hour composite sample consists of six effluent portions collected no closer together than one hour (with the first portion collected no earlier than 10:00 a.m.) over the 6-hour period and composited according to flow, or a sample continuously collected in proportion to flow over the 6-hour period.

    c. 12-hour composite sample consists of 12 effluent portions collected no closer together than one hour over the 12-hour period and composited according to flow, or a sample continuously collected in proportion to flow over the 12-hour period. The daily sampling intervals shall include the highest flow periods.

    d. 24-hour composite sample consists of a minimum of 12 effluent portions collected at equal time intervals over the 24-hour period and combined proportional to flow or a sample continuously collected in proportion to flow over the 24-hour period.

22. Severe property damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

23. Sewage sludge means any solid, semisolid, or liquid residue removed during the treatment of municipal wastewater or domestic sewage. *Sewage sludge* includes, but is not limited to, solids removed during primary, secondary, or advanced wastewater treatment, scum, domestic septage, portable toilet pumpings, Type III marine sanitation device pumpings (33 CFR Part 159), and sewage sludge products. *Sewage sludge* does not include grit or screenings, or ash generated during the incineration of sewage sludge.

24. Stormwater Runoff means aqueous surface runoff including any soluble or suspended material mobilized by naturally occurring precipitation events.

25. Surface Water means all lakes, bays, rivers, streams, springs, ponds, impounding reservoirs, wetlands, swamps, marshes, water sources, drainage systems and other surface water, natural or artificial, public or private within the state or under its jurisdiction that are not part of a treatment system allowed by state law, regulation, or permit.

26. Treatment works means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage and industrial wastes of a liquid nature to implement Section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, sewage collection systems, pumping, power and other equipment, and their appurtenances, extension, improvement, remodeling, additions, and alterations thereof. (See Part 212 of the Clean Water Act.)

27. For fecal coliform bacteria, a sample consists of one effluent grab portion collected during a 24-hour period at peak loads.

28. The term MGD shall mean million gallons per day.

29. The term GPD shall mean gallons per day.

30. The term mg/L shall mean milligrams per liter or parts per million (ppm).

31. The term SPC shall mean Spill Prevention and Control. Plan covering the release of pollutants as defined by the Louisiana Administrative Code (LAC 33:IX.Chapter 9).

32. The term SPCC shall mean Spill Prevention Control and Countermeasures Plan. Plan covering the release of pollutants as defined in 40 CFR Part 112.

33. The term µg/L shall mean micrograms per liter or parts per billion (ppb).

34. The term ng/L shall mean nanograms per liter or parts per trillion (ppt).

35. Visible Sheen means a silvery or metallic sheen, gloss, or increased reflectivity; visual color; or iridescence on the water surface.

36. Wastewater means liquid waste resulting from commercial, municipal, private, or industrial processes. Wastewater includes, but is not limited to, cooling and condensing waters, sanitary sewage, industrial waste, and contaminated rainwater runoff.

37. Waters of the State means for the purposes of the Louisiana Pollutant Discharge Elimination system, all surface waters within the state of Louisiana and, on the coastline of Louisiana and the Gulf of Mexico, all surface waters extending therefrom three miles into the Gulf of Mexico. For purposes of the Louisiana Pollutant Discharge Elimination System, this includes all surface waters which are subject to the ebb and flow of the tide, lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, natural ponds, impoundments of waters within the state of Louisiana otherwise defined as “waters of the United States” in 40 CFR 122.2, and tributaries of all such waters. “Waters of the state” does not include waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the Clean Water Act, 33 U.S.C. 1251 et seq.

38. Weekly average, other than for fecal coliform bacteria, is the highest allowable arithmetic mean of the daily discharges over a calendar week, calculated as the sum of all “daily discharge(s)” measured during a calendar week divided by the number of “daily discharge(s)” measured during that week. When the permit establishes weekly average concentration effluent limitations or conditions, and flow is measured as continuous record or with a totalizer, the weekly average concentration means the arithmetic average (weighted by flow) of all "daily discharge(s)" of concentration determined during the calendar week where C = daily discharge concentration, F = daily flow and n = number of daily samples; weekly average discharge

$$= \frac{C_1F_1 + C_2F_2 + ... + C_nF_n}{F_1 + F_2 + ... + F_n}$$

When the permit establishes weekly average concentration effluent limitations or conditions, and the flow is not measured as a continuous record, then the weekly average concentration means the arithmetic average of all "daily discharge(s)" of concentration determined during the calendar week.

The weekly average for fecal coliform bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.

To: Prospective Applicants for Short-Term and Emergency Discharge General Permit

Attached is a **Short-Term and Emergency Discharge General Permit Notice of Intent (NOI) STED-G**, for a Louisiana Pollutant Discharge Elimination System (LPDES) permit, authorized under EPA's delegated NPDES program under the Clean Water Act. To be considered complete, every item on the form must be addressed and the last page signed by an authorized company agent. If an item does not apply, please enter "NA" (for not applicable) to show that the question was considered.

Two copies (one original and one copy) of your **completed NOI**, each with an attached marked **U.S.G.S. Quadrangle map** or equivalent, and the **site/flow diagrams** listed in Section V of the NOI, should be submitted to:

Mailing Address:
Department of Environmental Quality
Office of Environmental Services
Post Office Box 4313
Baton Rouge, LA 70821-4313
Attention: Water Permits Division

Physical Address (if NOI is hand delivered):
Department of Environmental Quality
Office of Environmental Services
602 N Fifth Street
Baton Rouge, LA 70802
Attention: Water Permits Division

If the permit applicability requirements are met, and unless notified otherwise by the Secretary or his designee, owners/operators are authorized to discharge wastewater and/or stormwater under the terms and conditions of the permit upon the receipt of a hand-delivered, properly completed NOI to the Office of Environmental Services, Water Permits Division; 72 hours after the postmarked date stamped on the envelope that contains the properly completed NOI; or upon submission of an electronic NOI (e-NOI). The permittee is required to keep a copy of the NOI submitted to the Water Permits Division at the permitted facility. The copy of the NOI should be kept with other records related to the permit and permit compliance.

Please be advised that completion of this NOI may not fulfill all state, federal, or local requirements for facilities of this size and type.

According to La. R. S. 48:385, any discharge to a state highway ditch, cross ditch, or right-of-way shall require approval from:

Louisiana DOTD
Office of Highways
Post Office Box 94245
Baton Rouge, LA 70804-9245
(225) 379-1927

AND

Louisiana DHH
Office of Public Health
Center for Environmental Services
Post Office Box 4489
Baton Rouge, LA 70821-4489
(225) 342-7499

In addition, the plans and specifications for sanitary treatment plants must be approved by the Louisiana DHH, Office of Public Health at the address above.

A copy of the LPDES regulations may be obtained from the LDEQ web site at http://www.deq.louisiana.gov/portal/tabid/1674/Default.aspx or from the Office of Environmental Assessment, Regulations Development Section, Post Office Box 4314, Baton Rouge, Louisiana 70821-4314, phone (225) 219-3550.

For questions regarding this NOI please contact the Water Permits Division at (225) 219-9371. For help regarding completion of this NOI please contact DEQ, Small Business/Small Community Assistance at 1-800-259-2890.

Date 03/02/2026

Agency Interest No. AI _____

Please check: [X] Initial Permit

[ ] Modified Coverage

[ ] Extended Coverage

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Office of Environmental Services, Water Permits Division
Post Office Box 4313
Baton Rouge, LA 70821-4313
PHONE#: (225) 219-9371

LPDES NOTICE OF INTENT TO DISCHARGE WASTEWATER FROM SHORT-TERM and EMERGENCY ACTIVITIES

(Attach additional pages if needed.)

SECTION I - FACILITY INFORMATION

A. Permit is to be issued to the following: (must have operational control over the facility operations - see LAC 33:IX.2501.B and LAC 33:IX.2503.A and B).

1. Legal Name of Applicant/Owner (Company, Partnership, Corporation, etc.) State of Louisiana; Coastal Restoration Protection Authority

Facility Name Sabine Refuge Permanent Sediment Pipeline

Mailing Address P.O. Box 44027

Baton Rouge, LA Zip Code: 70804-4027

If applicant named above is not also the owner, state owner name, phone # and address.

Please check status: [ ] Federal [ ] Parish [ ] Municipal [X] State [ ] Public [ ] Private [ ] Other:

Is this facility regulated by the Louisiana Public Service Commission? [ ] Yes [X] No

If yes, under what name is this facility regulated? NA

2. Location of facility. Please provide a specific street, road, highway, interstate, and/or River Mile/Bank location of the facility for which the NOI is being submitted.
Located off LA-27 South of Hackberry, partially within Sabine NWR. Coordinates below are for Browns Lake Boat Ramp, which is to be used for access.

City Hackberry Zip Code: 70645 Parish Cameron

Front Gate Coordinates:

Latitude- 29 deg. 55 min. 15 sec. Longitude- -93 deg. 22 min. 54 sec.

Method of Coordinate Determination: Quad Map, Design Plans

(Quad Map, Previous Permit, website, GPS)

Is the facility located on Indian Lands? [ ] Yes [X] No

SECTION I - FACILITY INFORMATION (cont.)

3. Name & Title of Contact Person at Facility Brent Bouy, Engineer.

Phone (337) 482-0682 Fax (337) 482-0685 e-mail brent.bouy2@la.gov

B. Name and address of responsible representative who completed the NOI:

Name & Title Wade Hamilton, Engineer Intern

Company C. H. Fenstermaker & Associates, LLC

Phone (225) 344-6701 x1527 Fax (337) 232-3299 e-mail whamilton@fenstermaker.com

Address 445 North Blvd. Suite 650. Baton Rouge, LA 70802

C. Name and address of responsible water billing party:

Name & Title NA

Company NA

Phone NA Fax NA e-mail NA

Address NA

D. Discharges Requiring Approval from the Division of Historic Preservation:

If this NOI is being completed for a facility that has not yet been constructed, you should contact the *Section 106 Review Coordinator in the Office of Cultural Development, Archaeology Division (P. O. Box 44247, Baton Rouge, LA 70804 or telephone (225) 342-8170)* to determine if construction activities or the proposed discharges will adversely affect properties listed or eligible for listing in the National Register of Historic Places.

[X] This is an existing facility and no construction activities related to this NOI are proposed.

[ ] This is a new facility and construction activities were completed prior to the submission of this NOI form.

[ ] This is a proposed facility and construction activities are not yet complete but I have obtained approval from the State Historic Preservation Officer for the proposed construction activities. If a no objection was previously obtained from the State Historic Preservation Officer, attach this documentation to the NOI.

E. Facility Information.

1. Facility Type Permanent Sediment Pipeline (cannery, oil refinery, dairy, etc.)
2. SIC (Standard Industrial Classification) Code(s): 9512
   SIC codes can be obtained from the U. S. Department of Labor internet site at http://www.osha.gov/oshstats/sicser.html
3. Other Permits. List all existing or pending LDEQ and other environmental permits and permit numbers for the facility (NPDES, PSD, UIC, RCRA, other).

OPC Permit No. P20260131 (pending)

4. Source of water supply in gallons per day. List each source giving quality such as fresh, brackish, salt, hard, or soft; and give breakdown as to how each source is used.

Water supply will be fresh or brackish, sourced from Calcasieu River or Browns Lake in Sabine NWR. Anticipated water supply is 550,000 gpd for three occurrences.

5. Water Discharge Permit Revision (if applicable): Describe the requested revision to the existing permit.

NA

SECTION I - FACILITY INFORMATION (cont.)

F. **Facility Operations** (applicable to the discharges covered under the general permit)

1. Describe the processes used which produce industrial wastes discharged into waters of the State. Please explain the operations in your facility in a comprehensive fashion. Include a description of the composition of any cooling water additives. If you are a producer of a product, what steps are taken to produce that product, especially those that generate a waste stream? If you are provider of a service, be specific (give quantitative values where possible, i.e. a physical measure of the amount of business you do in an average day, week, or month) about what the service is, how it is provided, and how it generates wastewater. Attach extra sheets if space below is insufficient. If appropriate, make processes coincide with sources identified in Section II.

The facility is a permanent pipeline utilized solely for dredged sediment transport from the Calcasieu River to Sabine National Wildlife Refuge. The facility does not produce any product, use additives, or generate a continuous waste stream. The water to be wasted that is generated from the testing of the permanent pipeline will consist of the freshwater currently contained in the pipeline and freshwater or brackish water sourced from the Calcasieu River to be utilized for testing.

2. Products/Services:

The intended use of the pipeline is to convey dredge slurry material. However, under this permit for pipeline testing, only water from the Calcasieu River will be conveyed.

3. Raw Materials:

The pipeline does not utilize Raw Materials.

4. Disposal. List any solid or liquid waste disposal methods and facilities. Include a description of the ultimate disposal of any solid or fluid wastes that are disposed of other than by discharge.

The pipeline does not involve disposal other than the discharge of stored water and water used during testing.

G. Facility History

1. Date operations began at this site: 2010
2. If a proposed facility, provide the anticipated date of startup. NA
3. If this is a short term discharge, how long does the facility plan to discharge (e.g., 2 weeks, 2 months, etc.)

2 weeks

4. Is the current operator the original operator? [X] Yes [ ] No
5. If this is new construction, describe the site property prior to construction. For example, was it undisturbed or was there a previous structure on the site? What was the size of the site?

NA. Existing permanent pipeline.

6. Is this facility located in a designated industrial area? [ ] Yes [X] No

SECTION II – DISCHARGE INFORMATION

A. Stormwater. Complete the following for each existing stormwater discharge. (Make additional copies as necessary.)

1. Are existing stormwater discharges covered by a stormwater General Permit? [ ] Yes [X] No
2. If yes, please list the stormwater discharge authorization number(s): _____

B. Miscellaneous Discharges intended to be covered by the general permit.

1.	Are there any bridge washing activities at the facility?	[ ] Yes	[X] No
2.	Are there any hydroblasting activities at the facility	[ ] Yes	[X] No
3.	Are there any bridge maintenance or hydrocleaning activities at the facility?	[ ] Yes	[X] No
4.	Are there any deicing / anti-icing activities at the facility?	[ ] Yes	[X] No
5.	Is gray water being discharged?	[ ] Yes	[X] No
6.	Is chlorinated dewatering wastewater being discharged?	[ ] Yes	[X] No
7.	Does the facility wash equipment and/or vehicles?	[ ] Yes	[X] No
8.	Are equipment repair areas, shop floors or docks being washed?	[ ] Yes	[X] No
9.	Are there any pressure washing activities at the facility?	[ ] Yes	[X] No
10.	Is water well flushing water being discharged at the facility?	[ ] Yes	[X] No

SECTION II - DISCHARGE INFORMATION (cont.)

C. Outfall Identification.

Complete this section for each discharge outfall. Outfalls are discharge points. An external outfall is a discrete discharge point beyond which the waste stream receives no further mixing with other waste streams prior to discharging into a receiving waterbody. An internal outfall is an outfall for a waste stream that combines with other waste stream(s) before discharging into an "external" outfall. Please provide your after-treatment test results in the units asked for on the application. You should read Section B – Effluent Limitations of the permit before completing this section of the NOI. You should place an "X" in the column next to any of the types of discharges that occur at your facility. The schedules listed below correspond to the schedules listed in the permit, which are the only types of discharges that are permissible under the general permit.

Facility Discharges	Outfall No.	Operation Contributing Flow	Treatment Method	Average Flow (gpd)
		Schedule A - Treated Sanitary Wastewater and / or Dewatering of Oxidation Ponds less than 5000 GPD		
		Schedule B – Uncontaminated Stormwater Discharges and Utility Wash Water without soaps and / or detergents		
		Schedule C – Utility Wash Waters with soaps and / or detergents		
		Schedule D – Hydrostatic Testing and Vessel Testing Wastewaters		
		Schedule E – Potable Water Treatment Plant Filter Backwash, Clarifier Blowdown, Water Softening, Iron and Manganese Removal, and Disinfection of Source Water		
		Schedule F – Landfill Wastewater from a Construction / Demolition Debris and Woodwaste Landfill		
		Schedule G – Non-Contact Stormwater Discharges from a Construction / Demolition Debris Woodwaste Landfill		
X	1	Schedule H – Other Wastewater Discharges	None	550,000

SECTION II - DISCHARGE INFORMATION (cont.)

1. Outfall Location. Provide a description of the physical location for each outfall. **Make additional copies for each outfall.**
The first outfall would be the blind flange connection located in the eastern work area. The eastern work area is just east of LA-27 in Hackberry, situated near the western bank of the Calcasieu Ship Channel. The blind flange will be disconnected and the cleaning PIG would be pushed through the pipeline, causing the water contained in the pipeline to discharge. Depending on the means and methods selected by the contractor, the discharge could occur at the first or second outfall.

2. Latitude/Longitude of Discharge:

   Latitude- 29 deg. 57 min. 40 sec. Longitude- -93 deg. 20 min. 51 sec.

   Method of Coordinate Determination: Quad Map, project plans
   (Quad Map, Previous Permit, website, GPS)

3. If a new discharge, when do you expect to begin discharging? May 2026

4. Indicate how the wastewater reaches state waters (named water bodies). This will usually be either *directly*, by *open ditch* (if it is a highway ditch, indicate the highway), or by *pipe*. Please specifically name all of the minor water bodies that your wastewater will travel through on the way to a major water body. This information can be obtained from U.S.G.S. Quadrangle Maps. Include river mile of discharge point if available.

   By Effluent pipe (effluent pipe, ditch, etc.);

   thence into Calcasieu Lake (parish drainage ditch, canal, etc.);

   thence into NA (named bayou, creek, stream, etc.);

   thence into NA (lake, river, etc.).

5. Treatment Method applied to wastewaters. Please be specific.

   No treatment will be applied. Discharge to be limited to source water from the Calcasieu River.

6. Disposal. List any solid or liquid waste disposal methods and facilities. Include a description of the ultimate disposition of any solid or fluid wastes that are disposed of other than by discharge.

   No disposal will occur other than the discharge.

SECTION II – DISCHARGE INFORMATION (cont.)

D. Schedule H – Other Wastewater Discharges. Place an X by any of the following pollutants that you believe will be present in the discharge

Complete this section for each outfall to be covered by Schedule H.

The permittee shall notify the appropriate Regional Office 24 hours prior to the commencement of discharge for wastewater covered by Schedule H. Current regional office address and telephone numbers are available on the LDEQ website at http://www.deq.louisiana.gov/portal/tabid/62/Default.aspx. The permittee that will discharge into sensitive hydrological subsegments shall notify the USFWS 24 hours prior to the commencement of discharge for wastewater covered by Schedule H.

1. Outfall Number: 1 Discharge Description: Eastern Outfall

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
1	Flow (GPD)	X	Three, 550,000-gallon discharge occurrences during testing only, not continuous flow. contractor could elect to discharge from eastern outfall or western outfall only. None of the listed pollutants are to be introduced to the discharge. The discharge is limited to source water from the Calcasieu River.
2 - 4	BOD_5 / $CBOD_5$[1]		
5	Enterococci Colonies/100 mL		
6 - 7	Ammonia-Nitrogen (NH_3-N)		
8	Dissolved Oxygen		
9 - 10	COD[1]		
11 - 15	TSS[1]	X	
16	Oil & Grease	X	
17 - 18	Fecal Coliform Colonies/100 mL		
19	TOC		
20	Total BTEX		
21	Total Dissolved Solids		
22	Chlorides		
23	Sulfates		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
24	Total Nitrogen		
25	Total Phosphorous		
26	Total Residual Chlorine		
27	Temperature (Freshwater)		
28	Temperature (Estuarine & Coastal Waters)		
29	pH - Allowable Range (Standard Units)	X	
30	Total Antimony		
31	Total Arsenic		
32	Total Beryllium		
33	Total Cadmium		
34	Total Chromium		
35	Total Copper		
36	Total Lead		
37	Total Mercury		
38	Total Nickel (Fresh water)		
39	Total Selenium		
40	Total Silver		
41	Total Thallium		
42	Total Zinc		
43	Total Cyanide		
44	Acrolein		
45	Acrylonitrile		
46	Benzene		
47	Bromoform		
48	Carbon Tetrachloride		
49	Chlorobenzene		
50	Chlorodibromomethane		
51	Chloroethane		
52	2-Chloroethyl vinyl ether		
53	Chloroform		
54	Dibromochloromethane		
55	1,2-Dichlorobenzene		
56	1,3-Dichlorobenzene		
57	1,4-Dichlorobenzene {*p*-Dichlorobenzene}		
58	1,1-Dichloroethane		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
59	1,2-Dichloroethane (EDC)		
60	1,1-Dichloroethylene {1,1-dichloroethene}		
61	1,2-*trans*-Dichloroethylene {1,2-dichloroethene}		
62	1,2-Dichloropropane		
63	1,3-Dichloropropene {1,3-Dichloropropylene}		
64	Ethylbenzene		
65	Methyl Bromide {Bromomethane}		
66	Methyl Chloride {Chloromethane}		
67	Methylene Chloride		
68	1,1,2,2-Tetrachloroethane		
69	Tetrachloroethylene		
70	Toluene		
71	1,1,1-Trichloroethane		
72	1,1,2-Trichloroethane		
73	Trichloroethylene {Trichloroethene}		
74	Vinyl Chloride		
75	2-Chlorophenol {o-Chlorophenol}		
76	2,4-Dichlorophenol		
77	2,4-Dimethylphenol		
78	4,6-Dinitro-o-cresol {4,6-Dinitro-o-phenol} {4,6-Dinitro-2-methyl phenol}		
79	2,4-Dinitrophenol		
80	2-Nitrophenol		
81	4-Nitrophenol		
82	p-Chloro-m-cresol {Parachlorometacresol}		
83	Pentachlorophenol		
84	Phenol		
85	2,4,6-Trichlorophenol		
86	Acenaphthene		
87	Acenapthylene		
88	Anthracene		
89	Benzidine		
90	Benzo(a)anthracene		
91	Benzo(a)pyrene		
92	3,4-Benzofluoranthene {Benzo(b)fluoranthene}		
93	Benzo(ghi)perylene		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
94	Benzo(k)fluoranthene		
95	Bis(2-chloroethyl)ether		
96	Bis(2-chloroethoxy)methane		
97	Bis(2-chloroisopropyl)ether		
98	Bis(2-ethylhexyl)phthalate		
99	4-Bromophenyl phenyl ether		
100	Benzyl butyl phthalate {Butyl benzyl phthalate}		
101	2-Chloronaphthalene		
102	4-Chlorophenyl phenyl ether		
103	Chrysene		
104	Dibenzo(a,h)anthracene		
105	3,3-Dichlorobenzidine		
106	Diethyl phthalate		
107	Dimethyl phthalate		
108	Di-n-butyl phthalate		
109	2,4-Dinitrotoluene		
110	2,6-Dinitrotoluene		
111	Di-n-octyl phthalate		
112	1,2-Diphenylhydrazine		
113	Fluoranthene		
114	Fluorene		
115	Hexachlorobenzene		
116	Hexachlorobutadiene		
117	Hexachlorocyclopentadiene		
118	Hexachloroethane		
119	Ideno(1,2,3-cd)pyrene		
120	Isophorone		
121	Naphthalene		
122	Nitrobenzene		
123	N-nitrosodimethylamine		
124	N-nitrosodi-n-propylamine		
125	N-nitrosodiphenylamine		
126	Phenanthrene		
127	Pyrene		
128	1,2,4-Trichlorobenzene		
129	Aldrin		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
130	Alpha-BHC		
131	Beta-BHC		
132	Delta-BHC		
133	Gamma-BHC (Lindane)		
134	Chlordane		
135	4,4'-DDT		
136	4,4'-DDE		
137	4,4'-DDD		
138	Dieldrin		
139	Endosulfan-α		
140	Endosulfan-β		
141	Endosulfansulfate		
142	Endrin		
143	Endrin aldehyde		
144	Heptachlor		
145	Heptachlor Epoxide		
146	Total PCBs		
147	PCB-1016		
148	PCB-1221		
149	PCB-1232		
150	PCB-1242		
151	PCB-1248		
152	PCB-1254		
153	PCB-1260		
154	Toxaphene		
155	2,3,7,8-Tetrachloro-dibenzo-p-dioxin (TCDD)		
156	Total Phenols		

[1] LDEQ will determine the most appropriate BOD_5 / $CBOD_5$, NH_3-N, COD, fecal coliform, and TSS limitations upon receipt of the NOI.

F. Additional Information

1. List any toxic materials that the applicant currently uses or manufactures as an intermediate, feedstock, final product, or by-product.

   NA

2. If any toxic or hazardous materials are present onsite, do you have an SPC plan? If "no", explain

SECTION II - DISCHARGE INFORMATION (cont.)

C. Outfall Identification.

Complete this section for each discharge outfall. Outfalls are discharge points. An external outfall is a discrete discharge point beyond which the waste stream receives no further mixing with other waste streams prior to discharging into a receiving waterbody. An internal outfall is an outfall for a waste stream that combines with other waste stream(s) before discharging into an "external" outfall. Please provide your after-treatment test results in the units asked for on the application. You should read Section B – Effluent Limitations of the permit before completing this section of the NOI. You should place an "X" in the column next to any of the types of discharges that occur at your facility. The schedules listed below correspond to the schedules listed in the permit, which are the only types of discharges that are permissible under the general permit.

Facility Discharges	Outfall No.	Operation Contributing Flow	Treatment Method	Average Flow (gpd)
		Schedule A - Treated Sanitary Wastewater and / or Dewatering of Oxidation Ponds less than 5000 GPD		
		Schedule B – Uncontaminated Stormwater Discharges and Utility Wash Water without soaps and / or detergents		
		Schedule C – Utility Wash Waters with soaps and / or detergents		
		Schedule D – Hydrostatic Testing and Vessel Testing Wastewaters		
		Schedule E – Potable Water Treatment Plant Filter Backwash, Clarifier Blowdown, Water Softening, Iron and Manganese Removal, and Disinfection of Source Water		
		Schedule F – Landfill Wastewater from a Construction / Demolition Debris and Woodwaste Landfill		
		Schedule G – Non-Contact Stormwater Discharges from a Construction / Demolition Debris Woodwaste Landfill		
X	2	Schedule H – Other Wastewater Discharges	None	550,000

SECTION II - DISCHARGE INFORMATION (cont.)

1. Outfall Location. Provide a description of the physical location for each outfall. **Make additional copies for each outfall.**
The second outfall would be the blind flange connection located in the western work area. The western work area is west of LA-27 in Hackberry, situated in Sabine NWR. The blind flange will be disconnected and allow the water contained in the pipeline to discharge. Depending on the means and methods selected by the contractor, the discharge could occur at the first or second outfall.

2. Latitude/Longitude of Discharge:

Latitude- 29 deg. 57 min. 49 sec. Longitude- -93 deg. 24 min. 19 sec.

Method of Coordinate Determination: Quad Map, project plans

(Quad Map, Previous Permit, website, GPS)

3. If a new discharge, when do you expect to begin discharging? May 2026

4. Indicate how the wastewater reaches state waters (named water bodies). This will usually be either *directly*, by *open ditch* (if it is a highway ditch, indicate the highway), or by *pipe*. Please specifically name all of the minor water bodies that your wastewater will travel through on the way to a major water body. This information can be obtained from U.S.G.S. Quadrangle Maps. Include river mile of discharge point if available.

By Effluent pipe (effluent pipe, ditch, etc.);

Unnamed water body in Sabine NWR
thence into thence into unnamed canal in Sabine NWR (parish drainage ditch, canal, etc.);

thence into Wild Cow Lake thence into Browns Lake (named bayou, creek, stream, etc.);

thence into Browns Canal thence into Hwy 27 canal, (lake, river, etc.);

thence into Hog Island Gully thence into Calcasieu Lake (lake, river, etc.).

5. Treatment Method applied to wastewaters. Please be specific.

No treatment will be applied. Discharge to be limited to source water from the Calcasieu River.

6. Disposal. List any solid or liquid waste disposal methods and facilities. Include a description of the ultimate disposition of any solid or fluid wastes that are disposed of other than by discharge.

No disposal will occur other than the discharge.

SECTION II – DISCHARGE INFORMATION (cont.)

D. Schedule H – Other Wastewater Discharges. Place an X by any of the following pollutants that you believe will be present in the discharge

Complete this section for each outfall to be covered by Schedule H.

The permittee shall notify the appropriate Regional Office 24 hours prior to the commencement of discharge for wastewater covered by Schedule H. Current regional office address and telephone numbers are available on the LDEQ website at http://www.deq.louisiana.gov/portal/tabid/62/Default.aspx. The permittee that will discharge into sensitive hydrological subsegments shall notify the USFWS 24 hours prior to the commencement of discharge for wastewater covered by Schedule H.

1. Outfall Number: 2 Discharge Description: Western Outfall

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
1	Flow (GPD)	X	Three, 550,000-gallon discharge occurrences during testing only, not continuous flow. contractor could elect to discharge from eastern outfall or western outfall only. None of the listed pollutants are to be introduced to the discharge. The discharge is limited to source water from the Calcasieu River.
2 - 4	BOD_5 / $CBOD_5$[1]		
5	Enterococci Colonies/100 mL		
6 - 7	Ammonia-Nitrogen (NH_3-N)		
8	Dissolved Oxygen		
9 - 10	COD[1]		
11 - 15	TSS[1]	X	
16	Oil & Grease	X	
17 - 18	Fecal Coliform Colonies/100 mL		
19	TOC		
20	Total BTEX		
21	Total Dissolved Solids		
22	Chlorides		
23	Sulfates		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
24	Total Nitrogen		
25	Total Phosphorous		
26	Total Residual Chlorine		
27	Temperature (Freshwater)		
28	Temperature (Estuarine & Coastal Waters)		
29	pH - Allowable Range (Standard Units)	X	
30	Total Antimony		
31	Total Arsenic		
32	Total Beryllium		
33	Total Cadmium		
34	Total Chromium		
35	Total Copper		
36	Total Lead		
37	Total Mercury		
38	Total Nickel (Fresh water)		
39	Total Selenium		
40	Total Silver		
41	Total Thallium		
42	Total Zinc		
43	Total Cyanide		
44	Acrolein		
45	Acrylonitrile		
46	Benzene		
47	Bromoform		
48	Carbon Tetrachloride		
49	Chlorobenzene		
50	Chlorodibromomethane		
51	Chloroethane		
52	2-Chloroethyl vinyl ether		
53	Chloroform		
54	Dibromochloromethane		
55	1,2-Dichlorobenzene		
56	1,3-Dichlorobenzene		
57	1,4-Dichlorobenzene {*p*-Dichlorobenzene}		
58	1,1-Dichloroethane		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
59	1,2-Dichloroethane (EDC)		
60	1,1-Dichloroethylene {1,1-dichloroethene}		
61	1,2-*trans*-Dichloroethylene {1,2-dichloroethene}		
62	1,2-Dichloropropane		
63	1,3-Dichloropropene {1,3-Dichloropropylene}		
64	Ethylbenzene		
65	Methyl Bromide {Bromomethane}		
66	Methyl Chloride {Chloromethane}		
67	Methylene Chloride		
68	1,1,2,2-Tetrachloroethane		
69	Tetrachloroethylene		
70	Toluene		
71	1,1,1-Trichloroethane		
72	1,1,2-Trichloroethane		
73	Trichloroethylene {Trichloroethene}		
74	Vinyl Chloride		
75	2-Chlorophenol {o-Chlorophenol}		
76	2,4-Dichlorophenol		
77	2,4-Dimethylphenol		
78	4,6-Dinitro-o-cresol {4,6-Dinitro-o-phenol} {4,6-Dinitro-2-methyl phenol}		
79	2,4-Dinitrophenol		
80	2-Nitrophenol		
81	4-Nitrophenol		
82	p-Chloro-m-cresol {Parachlorometacresol}		
83	Pentachlorophenol		
84	Phenol		
85	2,4,6-Trichlorophenol		
86	Acenaphthene		
87	Acenapthylene		
88	Anthracene		
89	Benzidine		
90	Benzo(a)anthracene		
91	Benzo(a)pyrene		
92	3,4-Benzofluoranthene {Benzo(b)fluoranthene}		
93	Benzo(ghi)perylene		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
94	Benzo(k)fluoranthene		
95	Bis(2-chloroethyl)ether		
96	Bis(2-chloroethoxy)methane		
97	Bis(2-chloroisopropyl)ether		
98	Bis(2-ethylhexyl)phthalate		
99	4-Bromophenyl phenyl ether		
100	Benzyl butyl phthalate {Butyl benzyl phthalate}		
101	2-Chloronaphthalene		
102	4-Chlorophenyl phenyl ether		
103	Chrysene		
104	Dibenzo(a,h)anthracene		
105	3,3-Dichlorobenzidine		
106	Diethyl phthalate		
107	Dimethyl phthalate		
108	Di-n-butyl phthalate		
109	2,4-Dinitrotoluene		
110	2,6-Dinitrotoluene		
111	Di-n-octyl phthalate		
112	1,2-Diphenylhydrazine		
113	Fluoranthene		
114	Fluorene		
115	Hexachlorobenzene		
116	Hexachlorobutadiene		
117	Hexachlorocyclopentadiene		
118	Hexachloroethane		
119	Ideno(1,2,3-cd)pyrene		
120	Isophorone		
121	Naphthalene		
122	Nitrobenzene		
123	N-nitrosodimethylamine		
124	N-nitrosodi-n-propylamine		
125	N-nitrosodiphenylamine		
126	Phenanthrene		
127	Pyrene		
128	1,2,4-Trichlorobenzene		
129	Aldrin		

ID	POLLUTANT (SEE PERMIT FOR LIMITATIONS)	BELIEVED TO BE PRESENT	NOTES
130	Alpha-BHC		
131	Beta-BHC		
132	Delta-BHC		
133	Gamma-BHC (Lindane)		
134	Chlordane		
135	4,4'-DDT		
136	4,4'-DDE		
137	4,4'-DDD		
138	Dieldrin		
139	Endosulfan-α		
140	Endosulfan-β		
141	Endosulfansulfate		
142	Endrin		
143	Endrin aldehyde		
144	Heptachlor		
145	Heptachlor Epoxide		
146	Total PCBs		
147	PCB-1016		
148	PCB-1221		
149	PCB-1232		
150	PCB-1242		
151	PCB-1248		
152	PCB-1254		
153	PCB-1260		
154	Toxaphene		
155	2,3,7,8-Tetrachloro-dibenzo-p-dioxin (TCDD)		
156	Total Phenols		

[1] LDEQ will determine the most appropriate BOD_5 / $CBOD_5$, NH_3-N, COD, fecal coliform, and TSS limitations upon receipt of the NOI.

F. Additional Information

1. List any toxic materials that the applicant currently uses or manufactures as an intermediate, feedstock, final product, or by-product.

2. If any toxic or hazardous materials are present onsite, do you have an SPC plan? If “no”, explain

Yes, the contractor will have a SPC for the project.

3. List pertinent physical and chemical properties (e.g., toxic components, taste and odor compounds, heavy metals, etc.) that may be associated with the discharge.

   NA

4. Toxicity Data. List any bioassay tests conducted on the effluent from the facility. Provide a summary of the test results.

   NA

SECTION III – COMPLIANCE HISTORY

Report the history of all violations and enforcement actions for the facility, a summary of all permit excursions including effluent violations reported on the facility's Discharge Monitoring Reports (DMRs) and bypasses for the last three years. Using a brief summary, report on the current status of all administrative orders, compliance orders, notices of violation, cease and desist orders, and any other enforcement actions either already resolved within the past 3 years or currently pending. The state administrative authority may choose, at its discretion, to require a more in-depth report of violations and compliance actions for the applicant covering any law, permit, or order concerning pollution at this or any other facility owned or operated by the applicant.

SECTION IV – LAC 33:I.1701 REQUIREMENTS

A. Does the company or owner have federal or state environmental permits in other states that are either identical to or similar in nature to, the permit for which you are applying? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.)

[ ] Permits in Louisiana. List Permit Numbers: NA

[0] Permits in other states (list states): NA

[ ] No other environmental permits.

B. Do you owe any outstanding fees or final penalties to the Department? [ ] Yes [X] No

If yes, please explain.

C. Is your company a corporation or limited liability company? [ ] Yes [X] No

If yes, is the corporation or LLC registered with the Secretary of State? [ ] Yes [ ] No
If yes, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Secretary of State.

SECTION V – MAPS/DIAGRAMS

A. Site Diagram. Attach to this NOI a complete site diagram of your facility showing the boundaries of your facility, the location of all buildings and/or storage areas, the location of treatment units (such as settling basins, wash racks, sewage treatment plants), and demonstrate how the wastewater flows through your facility into each clearly labeled discharge point. Indicate stormwater flow pattern with arrows on this diagram or provide additional diagrams if needed. Please indicate the location of the front gate or entrance to the facility on the site diagram. The diagram need not be to scale.

B. Topographic Map. Attach to this NOI a map or a copy of a section of the map which has been **highlighted to show the path of your wastewater from your facility to the first named water body. The highlighted map must be attached to BOTH NOIs that are submitted to LDEQ (i.e., the original NOI and the copy of the NOI).** Include on the map the area extending at least one mile beyond your property boundaries. Indicate the outline of the facility, the location of each of its existing and proposed discharge structures, and any existing hazardous waste treatment storage or disposal facilities. Waterways and streets/highways must be clearly identified by name on the map.

A U.S.G.S. 1:24,000 scale map (7.5' Quadrangle) would be appropriate for this item. Appropriate maps can be obtained from local government agencies such as DOTD or the Office of Public Works. Maps can also be obtained online at http://map.deq.louisiana.gov/index2.htm. Private map companies can also supply you with these maps. If you cannot locate a map through these sources you can contact the Louisiana Department of Transportation and Development at:

1201 Capitol Access Road
Baton Rouge, LA 70802
(225) 379-1107
maps@dotd.louisiana.gov

C. Flow Diagram for the applicable discharges covered under the general permit. Attach a line drawing of the water flow through the facility with a water balance showing operations contributing wastewater to the effluent and treatment units. The water balance must show average and maximum flows at intake and discharge points and between units, including treatment units. If a water balance cannot be determined, the applicant may provide instead a pictorial description of the nature and amount of any sources of water and any collection and treatment measures. Hand drawn maps are acceptable.

According to the Louisiana Water Quality Regulations, LAC 33:IX.2503, the following requirements shall apply to the signatory page in this application:

Chapter 25. Permit Application and Special LPDES Program Requirements

2503. Signatories to permit applications and reports

A. All permit applications shall be signed as follows:

1. For a corporation - by a responsible corporate officer. For the purpose of this Section responsible corporate officer means:

(a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

(b) The manager of one or more manufacturing, production, or operating facilities provided: the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken together complete and accurate information for permit application requirements; and the authority to sign documents has been assigned or delegated to the manager in accordance with corporation procedures.

NOTE: LDEQ does not require specific assignments or delegations of authority to responsible corporate officers identified in the Permit **Standard Conditions, Section D.10.a.(1)(a)**. The agency will presume that these responsible corporate officers have the requisite authority to sign permit applications unless the corporation has notified the state administrative authority to the contrary. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions under Permit **Standard Conditions, Section D.10.a.(1)(b)** rather than to specific individuals.

2. For a partnership or sole proprietorship - by a general partner or the proprietor, respectively; or

3. For a municipality, state, federal or other public agency – by either a principal executive officer or ranking elected official. For the purposes of this section a principal executive officer of a federal agency includes:

(a) The chief executive officer of the agency, or

(b) A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

B. All reports required by permits and other information requested by the state administrative authority shall be signed by a person described in Permit Standard Conditions, Section D.10.a., or by a duly authorized representative of that person. A person is a duly authorized representative only if:

1. The authorization is made in writing by a person described in Permit **Standard Conditions, Section D.10.a**.

1. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for

environmental matters for the company, (a duly authorized representative may thus be either a named individual or any individual occupying a named position); and

3. The written authorization is submitted to the state administrative authority.

C. Changes to authorization. If an authorization under Permit **Standard Conditions, Section D.10.b** is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of **Section D.10.b** must be submitted to the state administrative authority prior to or together with any reports, information, or applications to be signed by an authorized representative.

D. Any person signing any document under Permit **Standard Conditions, Section D.10.a. or b** shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

SIGNATORY AND AUTHORIZATION

Pursuant to the Water Quality Regulations (specifically LAC 33:IX.2503) promulgated September 1995, the state NOI must be signed by a responsible individual as described in LAC 33:IX.2503 and that person shall make the following certification:

“I certify under penalty of law that I have read and understand the Section A “Applicability” requirements for coverage under the general permit for short-term and emergency discharges. To the best of my knowledge, my facility is eligible for coverage under this general permit and its operation will not result in a discharge of pollutants from sources not covered by the general permit, or otherwise authorized by another individual or general permit.”

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Signature _____

Printed Name _____

Title _____

Company _____

Date _____

Telephone _____

Email Address _____

Federal Tax ID _____

CHECKLIST

To prevent any unnecessary delay in the processing of your notice of intent to be covered under the general permit, please take a moment and check to be certain that the following items have been addressed and enclosed:

1. ALL questions and requested information have been answered (N/A if the question or information was not applicable).
2. ALL required maps, drawings, lab analysis, and other reports are enclosed.
3. The appropriate person has signed the signatory page.
4. Please forward the original and one copy of this NOI and all attachments.

ANY NOI THAT DOES NOT CONTAIN ALL OF THE REQUESTED INFORMATION WILL BE CONSIDERED INCOMPLETE. NOI PROCESSING WILL NOT PROCEED UNTIL ALL REQUESTED INFORMATION HAS BEEN SUBMITTED.

NOTE: UPON RECEIPT AND SUBSEQUENT REVIEW OF THE NOI BY THE WATER PERMITS DIVISION, YOU MAY BE REQUESTED TO FURNISH ADDITIONAL INFORMATION IN ORDER TO COMPLETE THE PROCESSING OF THE PERMIT.

APPENDIX F: EQUIPMENT DATA SHEET

EQUIPMENT DATA SHEET

SABINE REFUGE MARSH CREATION CYCLE II, PERMANENT PIPELINE INSPECTION (CS-0028-2)

The Contractor shall submit the following Equipment Data Sheet in the Work Plan for each piece of heavy construction equipment (I.E., barge, track hoe, dozer, pile hammer, etc.) that is proposed to be utilized to perform the Work. The Equipment Data Sheet shall only be utilized for informational purposes. The submitted information is pertinent to the evaluation of the proposed equipment and their capability to perform the Work. The Contractor shall only omit data or information considered to be proprietary. The Equipment Data Sheet shall constitute a certification that the proposed equipment is available to and under control of the Contractor during the Work.

Type of Equipment	
Manufacturer and Manufacture Date	
Condition	
Current Location	
Description of Use on Project	

Owner/Lease (specify) Name	
Contact person	
Contact address	
Contact phone number	

Expected Production Rate (Daily or Hourly)	
Weight (tons)	
Dimensions (ft)	
Method of Mobilization and Demobilization	

APPENDIX G: SURVEY MONUMENT DATA



VICINITY MAP 1 inch = 3,000 feet

Reproduced from NAIP Louisiana 2013 1m Aerial Imagery

Station Name: TT 147

Location: From the center of Ellender Bridge on State Hwy. 27 at the Intracoastal \Naterway north of Hackberry, La., proceed south on State Highway 27 for 10.2 miles to a bridge at Kayo Bayou crossing the highway. The monument is 65 feet west of the centerline of the highway, 60 feet northwest of the northwest abutment of the bridge.

Monument Description: Standard USGS survey disk set in top of concrete monument

Stamping: TT STA 147 LS 81932

Installation Date: 1932 **Date of Re-Adjustment Survey:** 12/22/2025

Monument Established By: USCGS

NAD83 (2011) Epoch 2010.00 Geodetic Position

Lat: 29°56'12.91421"N
Long: 93°22'31.36759"W

NAD83 (2011) Epoch 2010.00 Datum LSZ 1702 Ft

N= 528,315.85'
E= 2,634,085.90'

Adjusted NAVDBB Height

Elevation = 6.43 feet (1.960 mtrs)
Ellipsoid Height (2011.00) = -25.015mtrs.

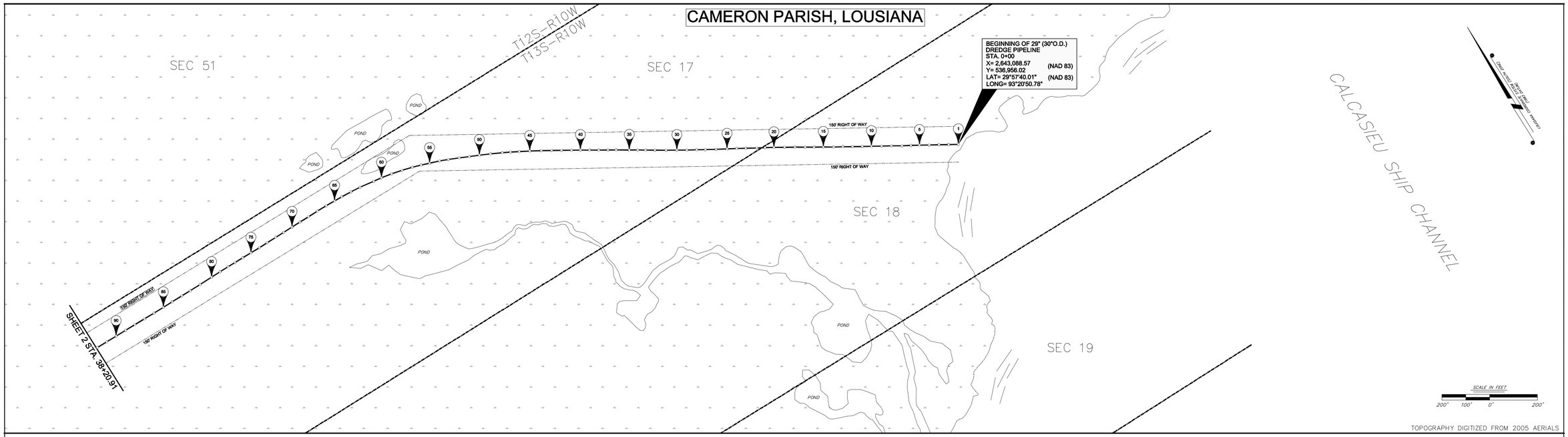


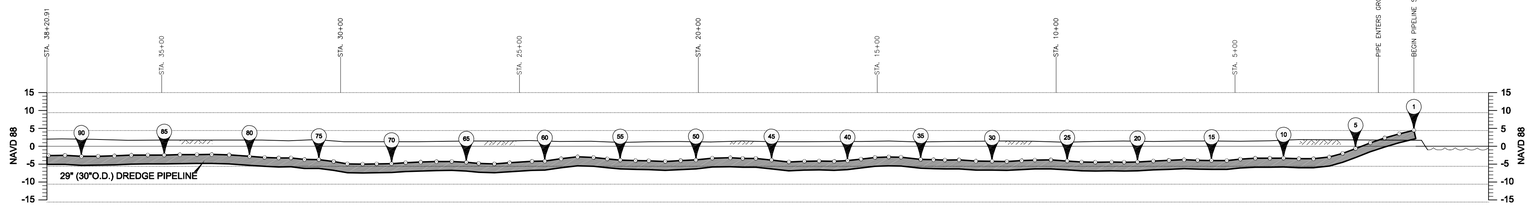
FOR REFERENCE ONLY
2006 Survey
Elevation (Geoid12A)= 6.41 feet (1.953mtrs.)
Ellipsoid Height= -26.975 mtrs.

Adjusted Position Established by C.H. Fenstermaker and Associates for the Coastal Protection & Restoration Authority of Louisiana

APPENDIX H: ORIGINAL AS-BUILT SEURVEY

CAMERON PARISH, LOUSIANA





HORIZONTAL
SCALE IN FEET
200' 100' 0' 200'

VERTICAL
SCALE IN FEET
20' 10' 0' 20'

POINT #	LOUISIANA STATE PLANE X= NAD 83	LOUISIANA STATE PLANE Y= NAD 83	GEOGRAPHIC COORDINATES LAT= NAD 83	GEOGRAPHIC COORDINATES LONG= NAD 83	PIPE ELEV.	DEPTH OF COVER
1	2,643,088.57	536,956.02	29°57'40.01"	93°20'50.78"	4.5	EXPOSED
2	2,643,083.62	536,976.79	29°57'40.21"	93°20'51.19"	3.5	EXPOSED
3	2,643,018.07	536,897.97	29°57'40.41"	93°20'51.58"	2.4	EXPOSED
4	2,642,984.13	537,018.42	29°57'40.61"	93°20'51.98"	1.0	0.8
5	2,642,948.02	537,039.86	29°57'40.82"	93°20'52.39"	-0.6	2.4
6	2,642,918.05	537,068.29	29°57'40.99"	93°20'52.74"	-2.0	3.8
7	2,642,885.28	537,078.78	29°57'41.17"	93°20'53.12"	-3.0	4.8
8	2,642,847.85	537,100.11	29°57'41.39"	93°20'53.55"	-3.5	5.3
9	2,642,812.84	537,120.91	29°57'41.59"	93°20'53.95"	-3.5	5.3
10	2,642,776.20	537,143.13	29°57'41.81"	93°20'54.37"	-3.3	5.0
11	2,642,743.35	537,162.69	29°57'42.00"	93°20'54.75"	-3.3	4.8
12	2,642,708.07	537,183.79	29°57'42.20"	93°20'55.15"	-3.3	4.8
13	2,642,672.86	537,205.69	29°57'42.41"	93°20'55.56"	-3.6	5.0
14	2,642,640.24	537,224.76	29°57'42.59"	93°20'55.93"	-4.0	5.4
15	2,642,604.00	537,247.65	29°57'42.81"	93°20'56.35"	-4.0	5.0
16	2,642,570.80	537,267.72	29°57'43.01"	93°20'56.73"	-3.9	5.1
17	2,642,538.13	537,287.91	29°57'43.20"	93°20'57.10"	-3.7	5.3
18	2,642,503.17	537,310.23	29°57'43.41"	93°20'57.51"	-3.9	5.3
19	2,642,468.67	537,333.21	29°57'43.64"	93°20'57.94"	-4.1	5.4
20	2,642,428.07	537,356.93	29°57'43.86"	93°20'58.37"	-4.4	5.8
21	2,642,390.89	537,375.56	29°57'44.04"	93°20'58.74"	-4.4	5.9
22	2,642,365.44	537,392.38	29°57'44.21"	93°20'59.06"	-4.4	5.6
23	2,642,336.33	537,415.99	29°57'44.43"	93°20'59.54"	-4.4	5.8
24	2,642,293.63	537,435.76	29°57'44.62"	93°20'59.92"	-4.4	5.6
25	2,642,258.50	537,455.50	29°57'44.81"	93°21'00.32"	-4.1	5.2
26	2,642,219.06	537,478.33	29°57'45.03"	93°21'00.77"	-3.8	5.0
27	2,642,180.26	537,501.20	29°57'45.25"	93°21'01.22"	-3.8	5.2
28	2,642,148.81	537,520.32	29°57'45.43"	93°21'01.58"	-4.0	5.4
29	2,642,113.19	537,541.24	29°57'45.63"	93°21'01.99"	-4.2	5.7
30	2,642,078.01	537,563.04	29°57'45.84"	93°21'02.39"	-4.2	5.6
31	2,642,039.54	537,586.49	29°57'46.07"	93°21'02.84"	-4.1	5.6

POINT #	LOUISIANA STATE PLANE X= NAD 83	LOUISIANA STATE PLANE Y= NAD 83	GEOGRAPHIC COORDINATES LAT= NAD 83	GEOGRAPHIC COORDINATES LONG= NAD 83	PIPE ELEV.	DEPTH OF COVER
32	2,641,998.98	537,611.93	29°57'46.31"	93°21'03.29"	-3.8	5.2
33	2,641,966.48	537,633.44	29°57'46.52"	93°21'03.68"	-3.6	5.2
34	2,641,938.77	537,650.89	29°57'46.69"	93°21'03.98"	-3.7	5.0
35	2,641,909.35	537,669.53	29°57'46.87"	93°21'04.33"	-3.6	4.9
36	2,641,883.13	537,686.25	29°57'47.03"	93°21'04.66"	-3.0	4.4
37	2,641,833.80	537,717.24	29°57'47.33"	93°21'05.25"	-3.0	4.5
38	2,641,801.26	537,737.42	29°57'47.52"	93°21'05.63"	-3.1	4.5
39	2,641,766.13	537,758.20	29°57'47.72"	93°21'05.98"	-3.6	4.6
40	2,641,736.11	537,778.17	29°57'47.91"	93°21'06.32"	-4.0	5.4
41	2,641,704.32	537,797.63	29°57'48.10"	93°21'06.69"	-4.2	5.6
42	2,641,668.72	537,819.59	29°57'48.31"	93°21'07.10"	-4.1	5.4
43	2,641,633.38	537,841.04	29°57'48.52"	93°21'07.50"	-4.2	5.6
44	2,641,596.09	537,863.63	29°57'48.73"	93°21'07.93"	-4.4	5.7
45	2,641,554.37	537,887.83	29°57'48.97"	93°21'08.41"	-3.8	5.1
46	2,641,515.65	537,909.09	29°57'49.17"	93°21'08.85"	-3.4	4.8
47	2,641,483.95	537,927.08	29°57'49.34"	93°21'09.22"	-3.4	4.9
48	2,641,453.04	537,943.08	29°57'49.50"	93°21'09.57"	-3.2	4.6
49	2,641,408.34	537,965.63	29°57'49.71"	93°21'10.08"	-3.3	4.5
50	2,641,366.72	537,985.43	29°57'49.90"	93°21'10.58"	-3.8	5.1
51	2,641,327.95	538,002.73	29°57'50.06"	93°21'11.01"	-4.0	5.3
52	2,641,288.78	538,020.83	29°57'50.24"	93°21'11.46"	-4.2	5.6
53	2,641,246.64	538,038.34	29°57'50.41"	93°21'11.94"	-4.0	5.3
54	2,641,212.52	538,053.69	29°57'50.55"	93°21'12.33"	-4.0	5.2
55	2,641,172.38	538,067.91	29°57'50.68"	93°21'12.75"	-3.8	4.8
56	2,641,138.19	538,080.35	29°57'50.80"	93°21'13.18"	-3.5	4.6
57	2,641,101.75	538,092.13	29°57'50.91"	93°21'13.60"	-3.1	4.3
58	2,641,068.73	538,104.09	29°57'51.01"	93°21'14.00"	-2.9	4.3
59	2,641,013.93	538,114.96	29°57'51.12"	93°21'14.66"	-3.5	4.8
60	2,640,968.66	538,123.44	29°57'51.20"	93°21'15.17"	-4.1	5.6
61	2,640,933.70	538,128.35	29°57'51.24"	93°21'15.51"	-4.2	5.6
62	2,640,871.66	538,136.00	29°57'51.32"	93°21'16.22"	-4.6	6.1

POINT #	LOUISIANA STATE PLANE X= NAD 83	LOUISIANA STATE PLANE Y= NAD 83	GEOGRAPHIC COORDINATES LAT= NAD 83	GEOGRAPHIC COORDINATES LONG= NAD 83	PIPE ELEV.	DEPTH OF COVER
63	2,640,829.47	538,141.66	29°57'51.35"	93°21'16.70"	-4.9	6.4
64	2,640,785.65	538,144.50	29°57'51.37"	93°21'17.20"	-4.8	6.2
65	2,640,751.01	538,145.65	29°57'51.38"	93°21'17.59"	-4.4	5.8
66	2,640,710.44	538,147.38	29°57'51.39"	93°21'18.06"	-4.2	5.7
67	2,640,667.60	538,147.85	29°57'51.39"	93°21'18.54"	-4.3	5.6
68	2,640,623.04	538,147.82	29°57'51.38"	93°21'19.04"	-4.4	5.7
69	2,640,581.63	538,148.30	29°57'51.37"	93°21'19.52"	-4.6	6.1
70	2,640,542.10	538,148.39	29°57'51.37"	93°21'19.97"	-4.8	6.1
71	2,640,500.39	538,147.81	29°57'51.36"	93°21'20.44"	-4.9	6.2
72	2,640,461.27	538,147.77	29°57'51.35"	93°21'20.89"	-5.0	6.2
73	2,640,418.76	538,147.65	29°57'51.34"	93°21'21.37"	-4.9	6.2
74	2,640,380.31	538,147.18	29°57'51.33"	93°21'21.81"	-4.2	6.1
75	2,640,338.93	538,148.22	29°57'51.33"	93°21'22.28"	-3.7	5.6
76	2,640,298.60	538,149.08	29°57'51.33"	93°21'22.74"	-3.7	5.4
77	2,640,261.12	538,149.51	29°57'51.33"	93°21'23.16"	-3.2	4.8
78	2,640,226.64	538,149.53	29°57'51.32"	93°21'23.56"	-3.3	4.9
79	2,640,187.23	538,150.01	29°57'51.32"	93°21'24.00"	-3.1	4.8
80	2,640,145.11	538,149.70	29°57'51.31"	93°21'24.48"	-2.9	4.5
81	2,640,088.31	538,149.19	29°57'51.30"	93°21'25.13"	-2.4	4.1
82	2,640,039.35	538,149.12	29°57'51.29"	93°21'25.68"	-2.3	4.0
83	2,639,998.19	538,149.55	29°57'51.28"	93°21'26.15"	-2.3	4.0
84	2,639,950.40	538,150.07	29°57'51.26"	93°21'26.69"	-2.3	4.1
85	2,639,906.72	538,149.66	29°57'51.27"	93°21'27.19"	-2.4	4.2
86	2,639,860.72	538,150.74	29°57'51.27"	93°21'27.72"	-2.4	4.1
87	2,639,814.62	538,151.50	29°57'51.27"	93°21'28.24"	-2.5	4.2
88	2,639,767.37	538,152.23	29°57'51.27"	93°21'28.78"	-2.7	4.5
89	2,639,720.11	538,152.79	29°57'51.27"	93°21'29.32"	-2.8	4.7
90	2,639,676.27	538,153.23	29°57'51.28"	93°21'29.82"	-2.9	4.8
91	2,639,629.48	538,153.69	29°57'51.28"	93°21'30.34"	-2.5	4.6
92	2,639,583.42	538,154.09	29°57'51.28"	93°21'30.87"	-2.6	4.6

NOTES: PIPELINE SPECIFICATIONS
SIZE: 30" O.D., .500" Wall (29" I.D.)
GRADE: X60
COATING: 3M Scotchkote, 17mil C233 Fusion Bonded Epoxy

DATE	REVISIONS	DRAWN BY	APPROVED BY
	REVISIONS		

T. BAKER SMITH
PROFESSIONAL CONSULTANTS SINCE 1913
(985) 868-1050 www.tbsmith.com

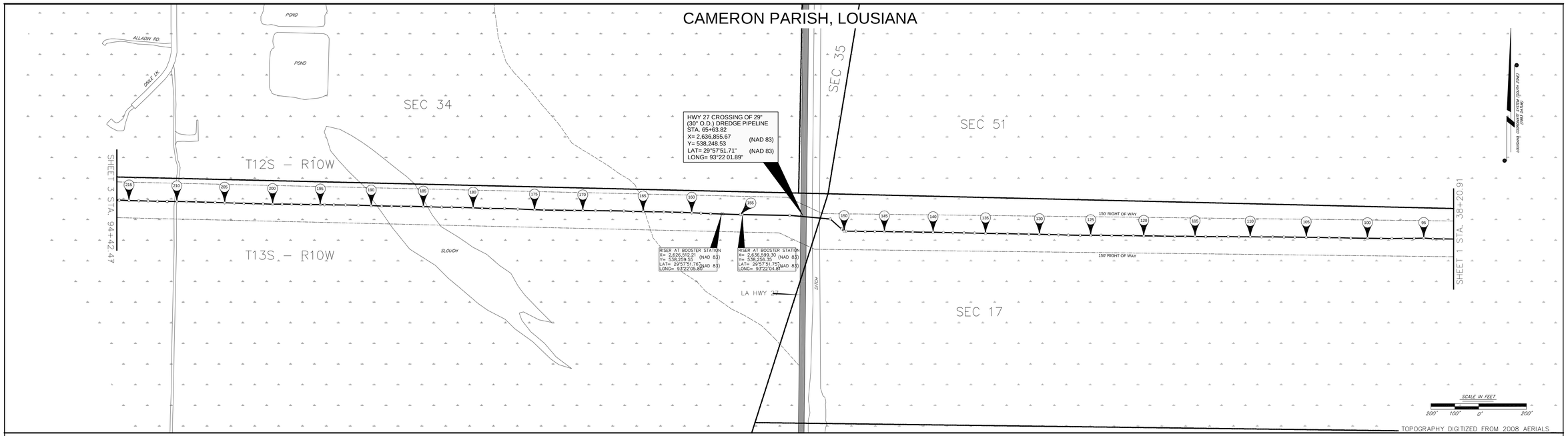
FILE NAME:	090488AB1
TBS NO.:	2009.0488
DATE:	12/14/09
PLOT SCALE:	1" = 200'
DRAWN BY:	JMH
APPROVED:	JMH/LPM
MAP NO.	

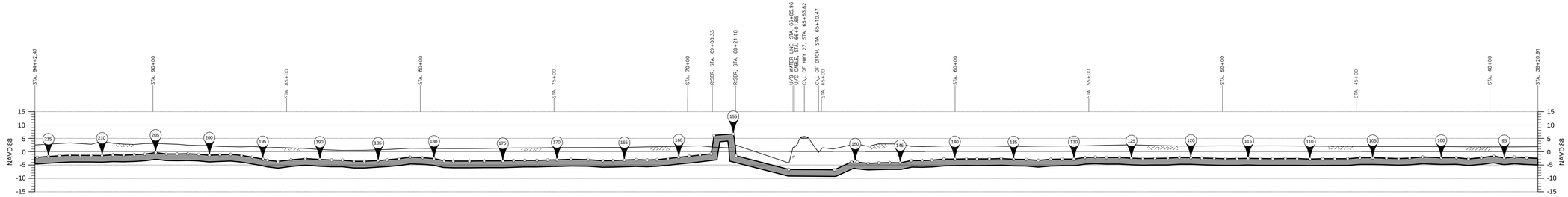
WILCO PIPELINE CONTRACTORS

AS-BUILT SURVEY OF THE SABINE NATIONAL WILDLIFE REFUGE 29" (30" OD) PERMANENT DREDGE PIPELINE T13S - R10W CAMERON PARISH, LOUISIANA

SHEET NO 1 OF 4

CAMERON PARISH, LOUSIANA





HORIZONTAL
SCALE IN FEET
200' 100' 0' 200'

VERTICAL
SCALE IN FEET
20' 10' 0' 20'

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
93	2,639,537.07	538,155.02	29° 57' 51.26"	93° 21' 31.40"	-2.3	4.1
94	2,639,493.61	538,155.68	29° 57' 51.26"	93° 21' 31.91"	-2.0	3.8
95	2,639,453.50	538,158.49	29° 57' 51.28"	93° 21' 32.35"	-2.3	4.2
96	2,639,413.79	538,157.07	29° 57' 51.26"	93° 21' 32.80"	-1.7	3.5
97	2,639,367.70	538,157.13	29° 57' 51.25"	93° 21' 33.32"	-2.3	4.1
98	2,639,320.11	538,156.57	29° 57' 51.24"	93° 21' 33.86"	-2.7	4.6
99	2,639,274.76	538,156.41	29° 57' 51.23"	93° 21' 34.38"	-2.2	4.1
100	2,639,217.87	538,157.46	29° 57' 51.23"	93° 21' 35.02"	-2.3	4.2
101	2,639,147.74	538,158.50	29° 57' 51.22"	93° 21' 35.82"	-2.0	4.0
102	2,639,099.91	538,159.75	29° 57' 51.23"	93° 21' 36.37"	-2.4	4.4
103	2,639,056.05	538,159.92	29° 57' 51.22"	93° 21' 36.84"	-2.6	4.5
104	2,639,012.86	538,161.16	29° 57' 51.23"	93° 21' 37.36"	-2.4	4.4
105	2,638,961.49	538,161.77	29° 57' 51.22"	93° 21' 37.94"	-2.3	4.3
106	2,638,913.57	538,162.34	29° 57' 51.22"	93° 21' 38.48"	-2.3	4.3
107	2,638,867.84	538,162.89	29° 57' 51.22"	93° 21' 39.00"	-2.2	4.7
108	2,638,820.25	538,163.41	29° 57' 51.22"	93° 21' 39.55"	-2.6	4.7
109	2,638,773.82	538,163.34	29° 57' 51.21"	93° 21' 40.07"	-2.7	4.8
110	2,638,726.65	538,164.03	29° 57' 51.21"	93° 21' 40.61"	-2.7	4.9
111	2,638,678.94	538,163.84	29° 57' 51.20"	93° 21' 41.15"	-2.4	4.8
112	2,638,634.71	538,164.44	29° 57' 51.19"	93° 21' 41.65"	-2.6	4.8
113	2,638,587.65	538,164.41	29° 57' 51.19"	93° 21' 42.19"	-2.6	4.8
114	2,638,540.30	538,164.25	29° 57' 51.18"	93° 21' 42.73"	-2.6	4.8
115	2,638,495.53	538,165.19	29° 57' 51.18"	93° 21' 43.24"	-2.5	4.6
116	2,638,454.62	538,166.27	29° 57' 51.18"	93° 21' 43.70"	-2.6	4.8
117	2,638,410.29	538,165.79	29° 57' 51.17"	93° 21' 44.21"	-2.6	4.9
118	2,638,368.24	538,166.61	29° 57' 51.17"	93° 21' 44.68"	-2.5	4.7
119	2,638,321.68	538,167.42	29° 57' 51.17"	93° 21' 45.21"	-2.4	4.6
120	2,638,280.66	538,167.47	29° 57' 51.16"	93° 21' 45.68"	-2.2	4.4
121	2,638,237.39	538,168.56	29° 57' 51.16"	93° 21' 46.17"	-2.2	4.4
122	2,638,193.89	538,168.82	29° 57' 51.16"	93° 21' 46.67"	-2.5	4.7
123	2,638,146.63	538,169.08	29° 57' 51.15"	93° 21' 47.20"	-2.5	4.8
124	2,638,101.36	538,170.04	29° 57' 51.16"	93° 21' 47.72"	-2.6	5.1
125		538,170.14	29° 57' 51.15"	93° 21' 48.21"	-2.4	5.0

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
126	2,638,014.25	538,170.21	29° 57' 51.14"	93° 21' 48.71"	-2.1	4.7
127	2,637,964.81	538,170.80	29° 57' 51.14"	93° 21' 49.27"	-2.2	4.6
128	2,637,923.51	538,172.48	29° 57' 51.15"	93° 21' 49.74"	-2.0	4.4
129	2,637,884.34	538,173.14	29° 57' 51.15"	93° 21' 50.19"	-2.2	4.4
130	2,637,843.49	538,174.32	29° 57' 51.15"	93° 21' 50.65"	-2.8	5.0
131	2,637,799.41	538,175.08	29° 57' 51.15"	93° 21' 51.15"	-2.7	4.9
132	2,637,756.28	538,175.72	29° 57' 51.15"	93° 21' 51.64"	-2.9	4.9
133	2,637,709.94	538,176.76	29° 57' 51.15"	93° 21' 52.17"	-3.3	5.3
134	2,637,665.50	538,177.58	29° 57' 51.15"	93° 21' 52.67"	-2.9	4.9
135	2,637,617.80	538,178.08	29° 57' 51.15"	93° 21' 53.22"	-2.8	4.8
136	2,637,571.81	538,179.26	29° 57' 51.15"	93° 21' 53.74"	-2.6	4.6
137	2,637,527.38	538,180.09	29° 57' 51.15"	93° 21' 54.25"	-2.7	4.8
138	2,637,481.19	538,181.16	29° 57' 51.15"	93° 21' 54.77"	-2.7	4.9
139	2,637,441.18	538,181.87	29° 57' 51.16"	93° 21' 55.23"	-2.7	4.8
140	2,637,398.05	538,182.76	29° 57' 51.16"	93° 21' 55.72"	-2.8	4.9
141	2,637,356.96	538,182.76	29° 57' 51.15"	93° 21' 56.18"	-2.8	4.9
142	2,637,312.45	538,183.92	29° 57' 51.15"	93° 21' 56.69"	-3.2	5.2
143	2,637,275.44	538,184.61	29° 57' 51.15"	93° 21' 57.11"	-3.3	5.2
144	2,637,234.46	538,184.95	29° 57' 51.15"	93° 21' 57.58"	-3.3	5.3
145	2,637,194.10	538,185.92	29° 57' 51.15"	93° 21' 58.04"	-4.2	7.1
146	2,637,154.33	538,186.46	29° 57' 51.15"	93° 21' 58.49"	-4.1	7.1
147	2,637,114.05	538,186.34	29° 57' 51.14"	93° 21' 58.95"	-4.2	7.2
148	2,637,073.75	538,187.36	29° 57' 51.15"	93° 21' 59.40"	-4.4	6.4
149	2,637,033.27	538,187.19	29° 57' 51.14"	93° 21' 59.86"	-3.9	6.8
150	2,637,025.38	538,187.41	29° 57' 51.14"	93° 21' 59.95"	-4.0	6.1
151	2,637,014.72	538,196.57	29° 57' 51.23"	93° 22' 00.08"	-4.0	6.5
152	2,636,967.19	538,238.70	29° 57' 51.64"	93° 22' 00.63"	-6.8	7.9
153	2,636,797.59	538,253.64	29° 57' 51.75"	93° 22' 02.56"	-6.6	2.4
154	2,636,599.54	538,256.75	29° 57' 51.75"	93° 22' 04.81"	−1.5	4.0
155	2,636,590.84	538,256.88	29° 57' 51.75"	93° 22' 04.91"	6.7	N/A
156	2,636,519.05	538,259.34	29° 57' 51.76"	93° 22' 05.72"	6.1	N/A
157	2,636,515.59	538,259.44	29° 57' 51.76"	93° 22' 05.76"	−0.8	2.6
158	2,636,466.26	538,260.94	29° 57' 51.77"	93° 22' 06.32"	-1.3	3.5

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
159	2,636,425.67	538,263.00	29° 57' 51.78"	93° 22' 06.79"	-1.7	3.9
160	2,636,387.04	538,264.44	29° 57' 51.79"	93° 22' 07.23"	-2.1	4.1
161	2,636,346.26	538,266.15	29° 57' 51.80"	93° 22' 07.69"	-2.5	4.5
162	2,636,305.56	538,267.08	29° 57' 51.80"	93° 22' 08.15"	-3.0	4.8
163	2,636,269.70	538,268.39	29° 57' 51.81"	93° 22' 08.56"	-3.1	4.9
164	2,636,227.47	538,268.40	29° 57' 51.80"	93° 22' 09.04"	-3.0	4.7
165	2,636,183.47	538,269.54	29° 57' 51.80"	93° 22' 09.54"	-3.1	4.8
166	2,636,141.93	538,269.77	29° 57' 51.81"	93° 22' 10.01"	-3.3	4.9
167	2,636,102.80	538,272.34	29° 57' 51.82"	93° 22' 10.46"	-3.4	4.9
168	2,636,047.49	538,272.90	29° 57' 51.81"	93° 22' 11.09"	-2.9	4.5
169	2,635,983.68	538,273.37	29° 57' 51.81"	93° 22' 11.81"	-2.9	4.4
170	2,635,930.66	538,274.12	29° 57' 51.80"	93° 22' 12.41"	-3.0	4.6
171	2,635,895.95	538,274.54	29° 57' 51.80"	93° 22' 12.81"	-3.1	4.6
172	2,635,853.61	538,274.76	29° 57' 51.80"	93° 22' 13.29"	-3.2	4.7
173	2,635,811.11	538,275.45	29° 57' 51.80"	93° 22' 13.77"	-3.2	4.7
174	2,635,768.65	538,275.94	29° 57' 51.79"	93° 22' 14.26"	-3.3	4.7
175	2,635,728.47	538,277.39	29° 57' 51.80"	93° 22' 14.71"	-3.5	4.8
176	2,635,658.60	538,280.46	29° 57' 51.82"	93° 22' 15.51"	-3.4	4.7
177	2,635,602.76	538,282.43	29° 57' 51.83"	93° 22' 16.14"	-3.5	4.7
178	2,635,543.64	538,282.57	29° 57' 51.82"	93° 22' 16.82"	-3.4	4.7
179	2,635,508.93	538,283.43	29° 57' 51.82"	93° 22' 17.21"	-3.4	4.6
180	2,635,471.19	538,285.29	29° 57' 51.83"	93° 22' 17.64"	-2.6	3.8
181	2,635,427.04	538,286.51	29° 57' 51.84"	93° 22' 18.14"	-2.2	3.5
182	2,635,381.43	538,287.96	29° 57' 51.84"	93° 22' 18.66"	-2.0	3.3
183	2,635,339.44	538,287.99	29° 57' 51.84"	93° 22' 19.14"	-2.7	3.7
184	2,635,295.49	538,289.26	29° 57' 51.84"	93° 22' 19.64"	-3.1	3.9
185	2,635,262.56	538,290.10	29° 57' 51.85"	93° 22' 20.01"	-3.3	4.0
186	2,635,210.95	538,291.60	29° 57' 51.85"	93° 22' 20.60"	-3.6	4.2
187	2,635,170.10	538,291.78	29° 57' 51.85"	93° 22' 21.06"	-3.5	4.1
188	2,635,129.65	538,292.53	29° 57' 51.85"	93° 22' 21.52"	-3.1	3.7
189	2,635,088.08	538,292.76	29° 57' 51.84"	93° 22' 22.00"	-3.1	3.8
190	2,635,044.53	538,294.49	29° 57' 51.85"	93° 22' 22.49"	-2.9	3.7
191	2,634,990.59	538,296.27	29° 57' 51.86"	93° 22' 23.11"	-2.6	3.8

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
192	2,634,936.86	538,297.34	29° 57' 51.86"	93° 22' 23.72"	-3.0	4.5
193	2,634,887.46	538,297.42	29° 57' 51.85"	93° 22' 24.28"	-3.7	5.3
194	2,634,846.79	538,298.48	29° 57' 51.86"	93° 22' 24.72"	-3.2	4.7
195	2,634,831.06	538,298.89	29° 57' 51.86"	93° 22' 24.92"	-2.8	4.5
196	2,634,791.01	538,298.84	29° 57' 51.85"	93° 22' 25.37"	-2.0	4.0
197	2,634,751.11	538,299.59	29° 57' 51.85"	93° 22' 25.83"	-1.4	3.2
198	2,634,710.88	538,300.61	29° 57' 51.85"	93° 22' 26.29"	-1.0	2.9
199	2,634,670.90	538,300.76	29° 57' 51.85"	93° 22' 26.74"	-1.2	3.1
200	2,634,631.23	538,300.67	29° 57' 51.84"	93° 22' 27.19"	-1.3	3.6
201	2,634,591.38	538,301.86	29° 57' 51.84"	93° 22' 27.64"	-1.0	3.3
202	2,634,551.05	538,302.93	29° 57' 51.85"	93° 22' 28.10"	-0.8	3.3
203	2,634,510.60	538,304.14	29° 57' 51.85"	93° 22' 28.56"	-0.9	3.7
204	2,634,470.62	538,305.23	29° 57' 51.85"	93° 22' 29.02"	-0.8	3.8
205	2,634,430.47	538,306.47	29° 57' 51.86"	93° 22' 29.47"	-0.3	3.5
206	2,634,390.36	538,307.97	29° 57' 51.87"	93° 22' 29.93"	-0.9	4.0
207	2,634,350.29	538,308.93	29° 57' 51.87"	93° 22' 30.39"	-1.1	3.9
208	2,634,310.44	538,310.11	29° 57' 51.88"	93° 22' 30.84"	-1.3	4.2
209	2,634,270.57	538,311.08	29° 57' 51.88"	93° 22' 31.29"	-1.2	4.4
210	2,634,230.09	538,311.85	29° 57' 51.88"	93° 22' 31.75"	-1.4	5.4
211	2,634,189.38	538,312.25	29° 57' 51.88"	93° 22' 32.22"	-1.3	4.2
212	2,634,148.56	538,312.96	29° 57' 51.87"	93° 22' 32.68"	-1.3	4.4
213	2,634,109.44	538,314.04	29° 57' 51.88"	93° 22' 33.13"	-1.3	4.6
214	2,634,070.58	538,314.85	29° 57' 51.88"	93° 22' 33.57"	-1.5	4.6
215	2,634,029.64	538,315.67	29° 57' 51.88"	93° 22' 34.03"	-1.8	4.6
216	2,633,988.86	538,317.46	29° 57' 51.89"	93° 22' 34.50"	-2.1	4.7

NOTES: PIPELINE SPECIFICATIONS
SIZE: 30" O.D., .500" Wall (29" I.D.)
GRADE: X60
COATING: 3M Scotchkote, 17mil C233 Fusion Bonded Epoxy

DATE	REVISIONS	DRAWN BY	APPROVED BY

T. BAKER SMITH
PROFESSIONAL CONSULTANTS SINCE 1913
(985) 868-1050 www.tbsmith.com

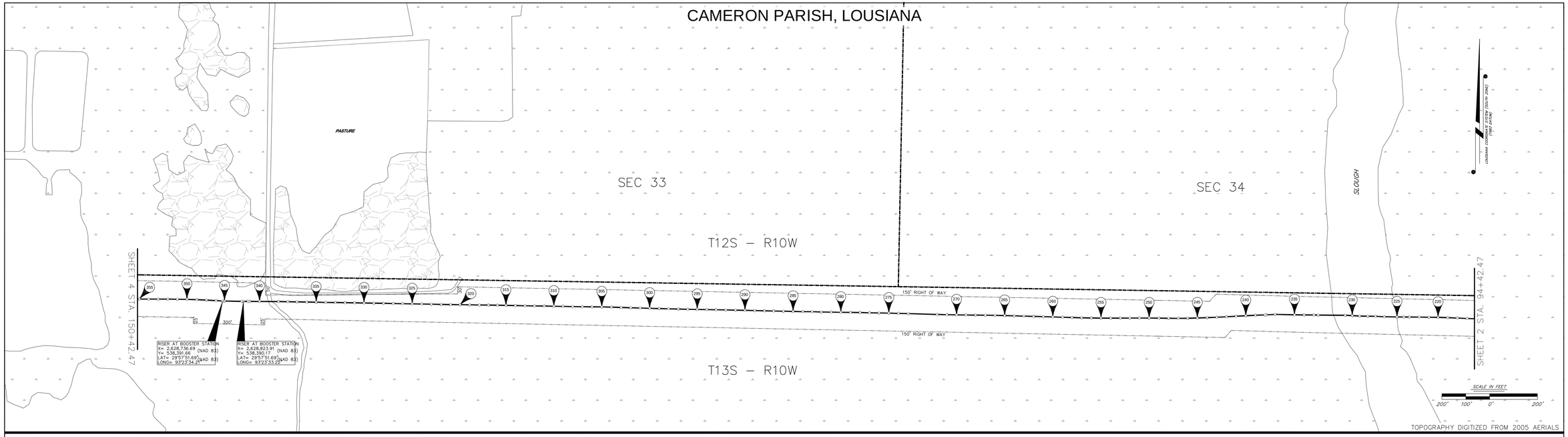
FILE NAME:	090488AB2
TBS NO.:	2009.0488
DATE:	12/14/09
PLOT SCALE:	1" = 200'
DRAWN BY:	JMH
APPROVED:	JMH/LPM
MAP NO.	

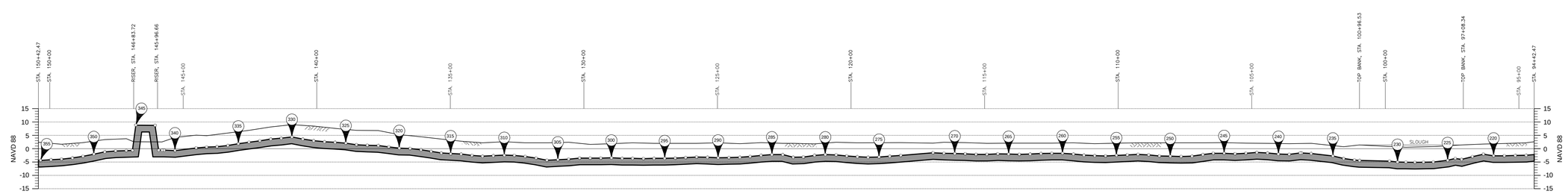
WILCO PIPELINE CONTRACTORS

AS-BUILT SURVEY OF THE SABINE NATIONAL WILDLIFE REFUGE 29" (30" OD) PERMANENT DREDGE PIPELINE T13S - R10W CAMERON PARISH, LOUISIANA

SHEET NO
2
OF
4

CAMERON PARISH, LOUSIANA





POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
217	2,633,948.18	538,318.64	29° 57' 51.90"	93° 22' 34.96"	-2.5	4.7
218	2,633,907.57	538,320.57	29° 57' 51.91"	93° 22' 35.42"	-2.5	4.6
219	2,633,866.72	538,322.09	29° 57' 51.92"	93° 22' 35.89"	-2.6	4.6
220	2,633,826.56	538,323.32	29° 57' 51.92"	93° 22' 36.34"	-2.6	4.5
221	2,633,788.59	538,323.75	29° 57' 51.92"	93° 22' 36.77"	-2.0	3.8
222	2,633,747.32	538,324.48	29° 57' 51.92"	93° 22' 37.24"	-3.0	4.5
223	2,633,706.65	538,324.83	29° 57' 51.91"	93° 22' 37.71"	-4.0	5.4
224	2,633,682.95	538,324.74	29° 57' 51.91"	93° 22' 37.98"	-3.6	4.9
225	2,633,654.59	538,324.99	29° 57' 51.91"	93° 22' 38.30"	-4.3	5.4
226	2,633,601.07	538,325.93	29° 57' 51.91"	93° 22' 38.91"	-4.9	5.8
227	2,633,564.49	538,327.81	29° 57' 51.92"	93° 22' 39.32"	-5.0	5.7
228	2,633,532.10	538,328.21	29° 57' 51.92"	93° 22' 39.69"	-5.1	5.7
229	2,633,498.35	538,328.98	29° 57' 51.92"	93° 22' 40.08"	-5.0	5.6
230	2,633,467.12	538,330.87	29° 57' 51.92"	93° 22' 40.43"	-5.0	5.7
231	2,633,437.32	538,332.20	29° 57' 51.94"	93° 22' 40.77"	-4.6	5.5
232	2,633,324.96	538,332.90	29° 57' 51.93"	93° 22' 42.05"	-4.4	5.8
233	2,633,305.98	538,333.56	29° 57' 51.93"	93° 22' 42.26"	-4.2	5.4
234	2,633,265.37	538,333.48	29° 57' 51.92"	93° 22' 42.72"	-3.7	4.4
235	2,633,225.25	538,334.01	29° 57' 51.92"	93° 22' 43.18"	-2.7	3.9
236	2,633,143.75	538,335.78	29° 57' 51.92"	93° 22' 44.11"	-1.8	3.8
237	2,633,107.76	538,333.88	29° 57' 51.92"	93° 22' 44.52"	-1.6	3.6
238	2,633,102.40	538,333.66	29° 57' 51.90"	93° 22' 44.58"	-1.6	3.6
239	2,633,061.77	538,332.10	29° 57' 51.87"	93° 22' 45.04"	-2.1	4.0
240	2,633,021.40	538,330.20	29° 57' 51.85"	93° 22' 45.50"	-2.0	4.0
241	2,632,980.63	538,328.04	29° 57' 51.82"	93° 22' 45.96"	-1.6	3.6
242	2,632,940.50	538,325.90	29° 57' 51.79"	93° 22' 46.42"	-1.4	3.5
243	2,632,899.81	538,323.93	29° 57' 51.76"	93° 22' 46.88"	-1.7	3.8
244	2,632,859.17	538,322.18	29° 57' 51.74"	93° 22' 47.34"	-1.9	4.1
245	2,632,818.42	538,320.69	29° 57' 51.72"	93° 22' 47.80"	-1.7	4.0

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
246	2,632,777.79	538,319.55	29° 57' 51.70"	93° 22' 48.26"	-1.7	4.0
247	2,632,738.71	538,319.31	29° 57' 51.69"	93° 22' 48.71"	-2.2	4.4
248	2,632,698.03	538,319.63	29° 57' 51.68"	93° 22' 49.17"	-2.8	5.0
249	2,632,657.34	538,320.05	29° 57' 51.68"	93° 22' 49.63"	-2.9	5.1
250	2,632,616.71	538,320.35	29° 57' 51.68"	93° 22' 50.10"	-2.8	5.0
251	2,632,575.93	538,320.53	29° 57' 51.67"	93° 22' 50.56"	-2.7	4.9
252	2,632,536.19	538,320.34	29° 57' 51.66"	93° 22' 51.01"	-2.3	4.5
253	2,632,495.96	538,320.10	29° 57' 51.65"	93° 22' 51.47"	-2.1	4.3
254	2,632,455.87	538,320.07	29° 57' 51.65"	93° 22' 51.92"	-2.3	4.5
255	2,632,415.08	538,320.26	29° 57' 51.64"	93° 22' 52.39"	-2.5	4.6
256	2,632,374.42	538,320.80	29° 57' 51.64"	93° 22' 52.85"	-2.7	4.7
257	2,632,333.75	538,321.59	29° 57' 51.64"	93° 22' 53.31"	-2.6	4.5
258	2,632,293.48	538,322.72	29° 57' 51.64"	93° 22' 53.77"	-2.4	4.5
259	2,632,254.07	538,323.89	29° 57' 51.65"	93° 22' 54.22"	-2.0	4.2
260	2,632,213.40	538,325.15	29° 57' 51.65"	93° 22' 54.68"	-1.7	3.9
261	2,632,173.65	538,326.36	29° 57' 51.66"	93° 22' 55.13"	-1.7	3.8
262	2,632,132.89	538,327.39	29° 57' 51.66"	93° 22' 55.60"	-1.8	3.9
263	2,632,092.16	538,328.48	29° 57' 51.67"	93° 22' 56.06"	-2.0	4.1
264	2,632,051.86	538,329.72	29° 57' 51.67"	93° 22' 56.52"	-2.1	4.2
265	2,632,011.72	538,330.78	29° 57' 51.67"	93° 22' 56.97"	-2.0	4.1
266	2,631,971.35	538,331.75	29° 57' 51.68"	93° 22' 57.43"	-1.9	4.0
267	2,631,930.61	538,332.42	29° 57' 51.68"	93° 22' 57.90"	-2.1	4.1
268	2,631,889.78	538,332.90	29° 57' 51.67"	93° 22' 58.36"	-2.1	4.3
269	2,631,849.18	538,333.29	29° 57' 51.67"	93° 22' 58.82"	-1.9	4.2
270	2,631,810.09	538,333.85	29° 57' 51.67"	93° 22' 59.27"	-1.8	4.2
271	2,631,769.45	538,334.65	29° 57' 51.67"	93° 22' 59.73"	-1.7	4.1
272	2,631,728.69	538,335.58	29° 57' 51.67"	93° 23' 00.19"	-1.5	3.6
273	2,631,608.04	538,339.05	29° 57' 51.68"	93° 23' 01.56"	-2.5	4.8
274	2,631,567.07	538,339.95	29° 57' 51.69"	93° 23' 02.03"	-2.8	5.1

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
275	2,631,526.71	538,341.12	29° 57' 51.69"	93° 23' 02.49"	-3.1	5.4
276	2,631,485.76	538,341.76	29° 57' 51.69"	93° 23' 02.96"	-3.2	5.4
277	2,631,445.40	538,342.53	29° 57' 51.69"	93° 23' 03.41"	-3.0	5.2
278	2,631,405.99	538,343.43	29° 57' 51.69"	93° 23' 03.86"	-2.7	5.0
279	2,631,366.22	538,344.00	29° 57' 51.69"	93° 23' 04.31"	-2.3	4.7
280	2,631,325.49	538,344.64	29° 57' 51.69"	93° 23' 04.78"	-2.2	4.3
281	2,631,284.96	538,345.23	29° 57' 51.69"	93° 23' 05.24"	-2.5	4.3
282	2,631,243.74	538,345.72	29° 57' 51.69"	93° 23' 05.71"	-3.1	5.0
283	2,631,205.28	538,347.15	29° 57' 51.69"	93° 23' 06.15"	-3.2	5.2
284	2,631,166.26	538,347.29	29° 57' 51.69"	93° 23' 06.59"	-2.2	4.2
285	2,631,125.76	538,348.06	29° 57' 51.69"	93° 23' 07.05"	-2.2	4.4
286	2,631,085.06	538,348.99	29° 57' 51.69"	93° 23' 07.51"	-2.5	4.8
287	2,631,044.31	538,349.95	29° 57' 51.69"	93° 23' 07.98"	-2.9	5.0
288	2,631,005.63	538,350.77	29° 57' 51.69"	93° 23' 08.42"	-3.2	5.1
289	2,630,964.95	538,351.69	29° 57' 51.70"	93° 23' 08.88"	-3.3	5.4
290	2,630,924.24	538,352.66	29° 57' 51.70"	93° 23' 09.34"	-3.4	5.6
291	2,630,884.46	538,353.52	29° 57' 51.70"	93° 23' 09.79"	-3.2	5.3
292	2,630,843.86	538,354.44	29° 57' 51.70"	93° 23' 10.25"	-3.1	5.1
293	2,630,803.14	538,355.28	29° 57' 51.70"	93° 23' 10.72"	-3.3	5.3
294	2,630,763.95	538,355.90	29° 57' 51.70"	93° 23' 11.16"	-3.5	5.5
295	2,630,724.45	538,356.51	29° 57' 51.70"	93° 23' 11.61"	-3.6	5.6
296	2,630,684.37	538,357.24	29° 57' 51.70"	93° 23' 12.07"	-3.6	5.6
297	2,630,644.92	538,358.18	29° 57' 51.70"	93° 23' 12.52"	-3.7	5.8
298	2,630,604.14	538,359.16	29° 57' 51.71"	93° 23' 12.98"	-3.6	5.8
299	2,630,565.00	538,360.20	29° 57' 51.71"	93° 23' 13.43"	-3.6	5.7
300	2,630,525.01	538,361.32	29° 57' 51.71"	93° 23' 13.88"	-3.4	5.3
301	2,630,485.41	538,362.49	29° 57' 51.72"	93° 23' 14.33"	-3.5	5.3
302	2,630,445.82	538,363.64	29° 57' 51.72"	93° 23' 14.78"	-3.5	5.1
303	2,630,405.99	538,364.87	29° 57' 51.73"	93° 23' 15.23"	-3.5	5.5

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
304	2,630,365.29	538,366.06	29° 57' 51.73"	93° 23' 15.70"	-3.9	6.3
305	2,630,324.64	538,367.00	29° 57' 51.73"	93° 23' 16.16"	-4.1	6.4
306	2,630,283.78	538,367.56	29° 57' 51.73"	93° 23' 16.62"	-4.3	6.5
307	2,630,243.28	538,367.94	29° 57' 51.73"	93° 23' 17.08"	-3.5	5.7
308	2,630,202.56	538,368.43	29° 57' 51.73"	93° 23' 17.55"	-2.9	5.1
309	2,630,161.67	538,369.24	29° 57' 51.73"	93° 23' 18.01"	-2.5	4.9
310	2,630,123.96	538,369.95	29° 57' 51.73"	93° 23' 18.44"	-2.4	5.0
311	2,630,083.22	538,370.68	29° 57' 51.73"	93° 23' 18.90"	-2.6	5.0
312	2,630,042.49	538,371.27	29° 57' 51.73"	93° 23' 19.37"	-2.8	5.0
313	2,630,003.27	538,371.85	29° 57' 51.72"	93° 23' 19.81"	-2.5	5.0
314	2,629,962.61	538,372.75	29° 57' 51.72"	93° 23' 20.28"	-2.0	4.8
315	2,629,923.34	538,373.46	29° 57' 51.73"	93° 23' 20.72"	-1.8	5.0
316	2,629,888.07	538,374.10	29° 57' 51.73"	93° 23' 21.12"	-1.6	5.2
317	2,629,850.09	538,374.82	29° 57' 51.73"	93° 23' 21.56"	-1.0	5.1
318	2,629,812.12	538,375.14	29° 57' 51.72"	93° 23' 21.99"	-0.4	4.9
319	2,629,771.56	538,375.67	29° 57' 51.72"	93° 23' 22.45"	0.1	4.8
320	2,629,730.89	538,376.35	29° 57' 51.72"	93° 23' 22.91"	0.2	5.1
321	2,629,691.66	538,376.90	29° 57' 51.72"	93° 23' 23.36"	0.7	5.4
322	2,629,652.28	538,377.66	29° 57' 51.72"	93° 23' 23.80"	1.2	5.6
323	2,629,611.38	538,378.41	29° 57' 51.72"	93° 23' 24.27"	1.3	5.6
324	2,629,570.74	538,379.26	29° 57' 51.72"	93° 23' 24.73"	1.5	5.4
325	2,629,530.90	538,379.85	29° 57' 51.72"	93° 23' 25.19"	2.1	5.2
326	2,629,490.54	538,380.57	29° 57' 51.72"	93° 23' 25.64"	2.4	5.2
327	2,629,451.30	538,381.28	29° 57' 51.72"	93° 23' 26.09"	2.6	5.4
328	2,629,410.45	538,382.16	29° 57' 51.72"	93° 23' 26.55"	3.0	5.5
329	2,629,369.92	538,382.85	29° 57' 51.72"	93° 23' 27.02"	3.6	5.2
330	2,629,329.07	538,383.36	29° 57' 51.72"	93° 23' 27.48"	4.4	4.6
331	2,629,289.06	538,384.04	29° 57' 51.72"	93° 23' 27.93"	3.9	4.6
332	2,629,249.65	538,384.67	29° 57' 51.72"	93° 23' 28.38"	3.6	4.5

POINT #	LOUISIANA STATE PLANE		GEOGRAPHIC COORDINATES		PIPE	DEPTH
	X= NAD 83	Y= NAD 83	LAT= NAD 83	LONG= NAD 83	ELEV.	OF COVER
333	2,629,208.96	538,385.38	29° 57' 51.72"	93° 23' 28.85"	3.0	4.6
334	2,629,168.42	538,385.91	29° 57' 51.71"	93° 23' 29.31"	2.5	4.5
335	2,629,128.66	538,386.83	29° 57' 51.72"	93° 23' 29.76"	1.9	4.5
336	2,629,089.42	538,387.41	29° 57' 51.72"	93° 23' 30.20"	1.2	4.7
337	2,629,048.75	538,388.28	29° 57' 51.72"	93° 23' 30.67"	0.8	4.6
338	2,629,009.82	538,388.71	29° 57' 51.71"	93° 23' 31.11"	0.6	4.3
339	2,628,970.87	538,389.43	29° 57' 51.71"	93° 23' 31.55"	0.3	4.8
340	2,628,891.46	538,389.83	29° 57' 51.70"	93° 23' 32.46"	-0.7	4.9
341	2,628,850.85	538,390.13	29° 57' 51.70"	93° 23' 32.92"	−5.3	3.4
342	2,628,843.06	538,390.21	29° 57' 51.70"	93° 23' 33.01"	-0.5	3.1
343	2,628,823.91	538,390.17	29° 57' 51.70"	93° 23' 33.22"	−0.5	3.1
344	2,628,816.77	538,390.30	29° 57' 51.70"	93° 23' 33.30"	8.8	8.8
345	2,628,744.90	538,391.53	29° 57' 51.70"	93° 23' 34.12"	8.9	8.9
346	2,628,736.69	538,391.67	29° 57' 51.70"	93° 23' 34.22"	−0.6	3.4
347	2,628,709.34	538,393.43	29° 57' 51.71"	93° 23' 34.53"	-0.7	4.4
348	2,628,669.10	538,395.59	29° 57' 51.72"	93° 23' 34.98"	-0.8	4.4
349	2,628,628.48	538,397.40	29° 57' 51.73"	93° 23' 35.45"	-1.2	4.6
350	2,628,587.69	538,398.63	29° 57' 51.74"	93° 23' 35.91"	-2.1	4.9
351	2,628,547.05	538,399.19	29° 57' 51.74"	93° 23' 36.37"	-2.8	5.1
352	2,628,507.52	538,399.79	29° 57' 51.73"	93° 23' 36.82"	-3.5	5.5
353	2,628,466.88	538,399.82	29° 57' 51.73"	93° 23' 37.28"	-3.9	5.6
354	2,628,427.14	538,399.90	29° 57' 51.72"	93° 23' 37.74"	-4.1	6.2
355	2,628,388.27	538,399.95	29° 57' 51.72"	93° 23' 38.18"	-4.4	6.7

NOTES: PIPELINE SPECIFICATIONS
SIZE: 30" O.D., .500" Wall (29" I.D.)
GRADE: X60
COATING: 3M Scotchkote, 17mil C233 Fusion Bonded Epoxy

DATE	REVISIONS	DRAWN BY	APPROVED BY
	REVISIONS		

T. BAKER SMITH
PROFESSIONAL CONSULTANTS SINCE 1913
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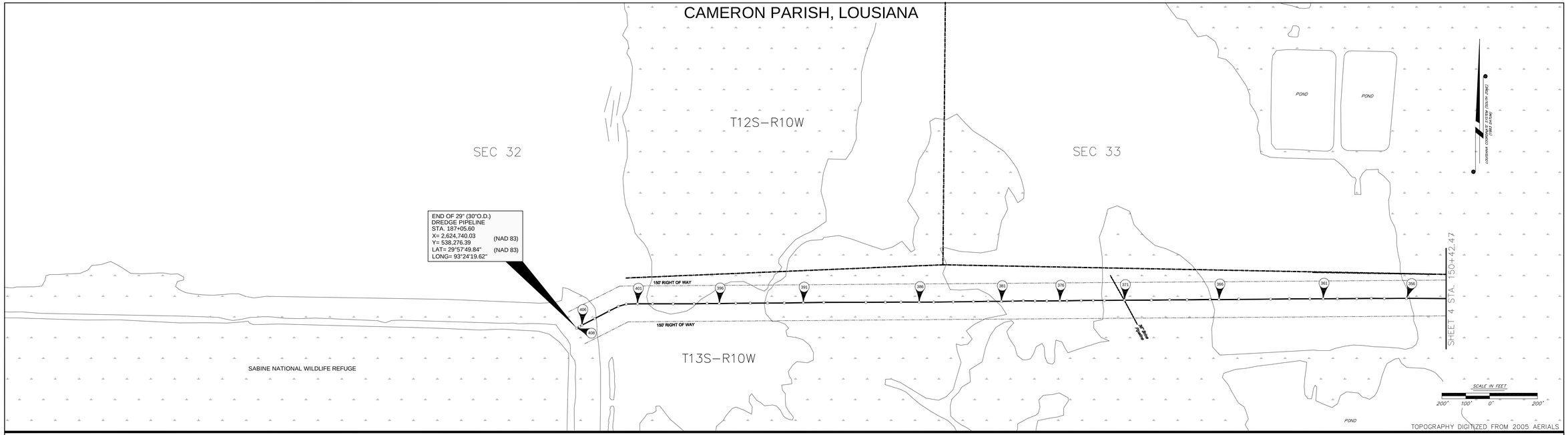
FILE NAME:	090488AB3
TBS NO.:	2009.0488
DATE:	12/14/09
PLOT SCALE:	1" = 200'
DRAWN BY:	JMH
APPROVED:	JMH/LPM
MAP NO.	

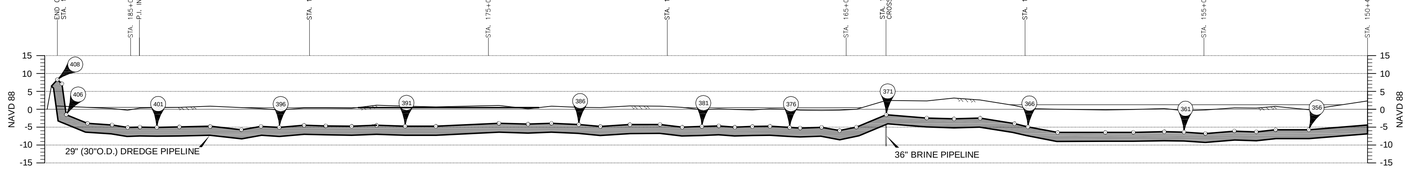
WILCO PIPELINE CONTRACTORS

AS-BUILT SURVEY OF THE SABINE NATIONAL WILDLIFE REFUGE 29" (30" OD) PERMANENT DREDGE PIPELINE T13S - R1OW CAMERON PARISH, LOUISIANA

SHEET NO
3
OF
4

CAMERON PARISH, LOUSIANA





HORIZONTAL
SCALE IN FEET
200' 100' 0' 200'

VERTICAL
SCALE IN FEET
20' 10' 0' 20'

POINT #	LOUISIANA STATE PLANE X= NAD 83	LOUISIANA STATE PLANE Y= NAD 83	GEOGRAPHIC COORDINATES LAT= NAD 83	GEOGRAPHIC COORDINATES LONG= NAD 83	PIPE ELEV.	DEPTH OF COVER
356	2,628,214.16	538,401.10	29° 57' 51.70"	93° 23' 40.16"	-5.7	5.6
357	2,628,121.46	538,400.39	29° 57' 51.67"	93° 23' 41.21"	-5.7	6.5
358	2,628,067.00	538,400.67	29° 57' 51.66"	93° 23' 41.83"	-6.3	6.7
359	2,628,008.32	538,400.24	29° 57' 51.65"	93° 23' 42.52"	-6.1	6.5
360	2,627,925.20	538,399.59	29° 57' 51.63"	93° 23' 43.44"	-6.8	6.6
361	2,627,865.40	538,399.19	29° 57' 51.61"	93° 23' 44.12"	-6.3	6.0
362	2,627,810.06	538,399.01	29° 57' 51.60"	93° 23' 44.75"	-6.3	6.5
363	2,627,723.98	538,398.80	29° 57' 51.59"	93° 23' 45.73"	-6.4	6.4
364	2,627,645.48	538,397.81	29° 57' 51.56"	93° 23' 46.62"	-6.4	6.3
365	2,627,512.12	538,396.34	29° 57' 51.52"	93° 23' 48.14"	-6.5	6.5
366	2,627,429.34	538,395.76	29° 57' 51.50"	93° 23' 49.08"	-4.9	5.1
367	2,627,391.34	538,396.00	29° 57' 51.50"	93° 23' 49.51"	-4.0	5.1
368	2,627,295.34	538,394.69	29° 57' 51.47"	93° 23' 50.60"	-2.5	5.1
369	2,627,222.30	538,394.61	29° 57' 51.45"	93° 23' 51.43"	-2.7	5.8
370	2,627,146.21	538,393.36	29° 57' 51.43"	93° 23' 52.30"	-2.4	4.8
371	2,627,033.26	538,393.18	29° 57' 51.41"	93° 23' 53.58"	-1.5	4.0
372	2,626,949.67	538,392.36	29° 57' 51.38"	93° 23' 54.53"	-5.0	5.0
373	2,626,902.56	538,392.44	29° 57' 51.38"	93° 23' 55.06"	-5.9	5.7
374	2,626,852.40	538,392.29	29° 57' 51.37"	93° 23' 55.63"	-5.0	4.7
375	2,626,792.53	538,390.85	29° 57' 51.34"	93° 23' 56.32"	-5.2	5.0
376	2,626,762.85	538,390.62	29° 57' 51.33"	93° 23' 56.65"	-5.1	5.1
377	2,626,708.03	538,390.21	29° 57' 51.32"	93° 23' 57.28"	-4.7	4.9
378	2,626,658.76	538,390.31	29° 57' 51.31"	93° 23' 57.84"	-4.8	4.6
379	2,626,609.86	538,390.63	29° 57' 51.31"	93° 23' 58.39"	-4.9	4.9
380	2,626,565.14	538,389.30	29° 57' 51.28"	93° 23' 58.90"	-4.6	4.8
381	2,626,517.94	538,388.41	29° 57' 51.27"	93° 23' 59.44"	-4.8	4.7
382	2,626,462.77	538,388.56	29° 57' 51.26"	93° 24' 00.06"	-4.9	5.5

POINT #	LOUISIANA STATE PLANE X= NAD 83	LOUISIANA STATE PLANE Y= NAD 83	GEOGRAPHIC COORDINATES LAT= NAD 83	GEOGRAPHIC COORDINATES LONG= NAD 83	PIPE ELEV.	DEPTH OF COVER
383	2,626,400.87	538,387.19	29° 57' 51.23"	93° 24' 00.77"	-4.2	5.1
384	2,626,316.59	538,386.41	29° 57' 51.21"	93° 24' 01.72"	-4.3	5.2
385	2,626,234.34	538,385.25	29° 57' 51.19"	93° 24' 02.66"	-4.8	5.3
386	2,626,173.66	538,385.11	29° 57' 51.17"	93° 24' 03.35"	-4.2	4.8
387	2,626,097.53	538,385.22	29° 57' 51.16"	93° 24' 04.21"	-3.9	4.8
388	2,626,031.84	538,384.76	29° 57' 51.14"	93° 24' 04.96"	-4.1	4.3
389	2,625,950.61	538,384.42	29° 57' 51.13"	93° 24' 05.88"	-3.9	5.0
390	2,625,774.25	538,384.24	29° 57' 51.09"	93° 24' 07.89"	-4.7	5.4
391	2,625,688.29	538,382.87	29° 57' 51.06"	93° 24' 08.87"	-4.7	5.6
392	2,625,608.62	538,381.42	29° 57' 51.04"	93° 24' 09.77"	-4.5	5.6
393	2,625,538.90	538,381.22	29° 57' 51.02"	93° 24' 10.56"	-4.7	5.0
394	2,625,466.45	538,380.81	29° 57' 51.00"	93° 24' 11.39"	-4.6	5.0
395	2,625,405.81	538,380.41	29° 57' 50.99"	93° 24' 12.08"	-4.5	4.8
396	2,625,336.50	538,379.12	29° 57' 50.96"	93° 24' 12.86"	-5.0	4.9
397	2,625,285.40	538,379.20	29° 57' 50.96"	93° 24' 13.44"	-4.7	5.0
398	2,625,230.86	538,378.00	29° 57' 50.93"	93° 24' 14.06"	-5.7	6.2
399	2,625,143.58	538,378.21	29° 57' 50.92"	93° 24' 15.06"	-4.7	5.6
400	2,625,057.46	538,378.08	29° 57' 50.90"	93° 24' 16.04"	-4.9	5.5
401	2,624,994.32	538,378.19	29° 57' 50.89"	93° 24' 16.75"	-5.0	5.5
402	2,624,947.19	538,377.04	29° 57' 50.87"	93° 24' 17.29"	-5.0	5.3
403	2,624,914.07	538,367.34	29° 57' 50.77"	93° 24' 17.66"	-5.1	4.8
404	2,624,875.31	538,347.69	29° 57' 50.57"	93° 24' 18.10"	-4.3	4.6
405	2,624,814.61	538,315.88	29° 57' 50.25"	93° 24' 18.78"	-3.9	4.5
406	2,624,761.68	538,288.87	29° 57' 49.97"	93° 24' 19.38"	-1.5	2.3
407	2,624,751.35	538,282.25	29° 57' 49.90"	93° 24' 19.50"	7.2	0.0
408	2,624,740.03	538,276.39	29° 57' 49.84"	93° 24' 19.62"	8.3	0.0

NOTES: PIPELINE SPECIFICATIONS
SIZE: 30" O.D. ,.500" Wall (29" I.D.)
GRADE: X60
COATING: 3M Scotchkote, 17mil C233 Fusion Bonded Epoxy

DATE	REVISIONS	DRAWN BY	APPROVED BY
	REVISIONS		

T. BAKER SMITH
PROFESSIONAL CONSULTANTS SINCE 1913
(985) 868-1050 www.tbsmith.com

FILE NAME:	090488AB4
TBS NO.:	2009.0488
DATE:	12/14/09
PLOT SCALE:	1" = 200'
DRAWN BY:	JMH
APPROVED:	JMH/LPM
MAP NO.	

WILCO PIPELINE CONTRACTORS

AS-BUILT SURVEY OF THE SABINE NATIONAL WILDLIFE REFUGE 29" (30" OD) PERMANENT DREDGE PIPELINE T13S - R10W CAMERON PARISH, LOUISIANA

SHEET NO
4
OF
4

APPENDIX I: DAILY PROGRESS REPORT

DAILY PROGRESS REPORT No._____ By_____ (Contractor) Date:_____

SABINE REFUGE MARSH CREATION CYCLE II, PERMANENT PIPELINE INSPECTION (CS-0028-2)

Report Certification

Contractor Representative: _____ CPRA Project Representative: _____

Weather

Conditions: Cloudy / Clear / Fog / Windy Tide Range (ft NAVD88) Low: High:

Precipitation: in. Seas: Calm / Light Chop / Rough

Wind Speed / Direction: mph Temperature: °F

Safety

Safety Incidents: _____ Safety Meeting Topic: _____

Active Field Orders / Change Orders / Claims / Requests for Information / Payment Requests / Acceptance Requests

FO / CO / Claim / RFI / PR / AR No.: Status:

FO / CO / Claim / RFI / PR / AR No.: Status:

FO / CO / Claim / RFI / PR / AR No.: Status:

Equipment

Status of Aids to Navigation: _____ Mechanical Dredge(s) Utilized: _____

Marsh Buggy(ies) Utilized: _____

Notifications to the Engineer

Preconstruction Survey Start - Complete: - Process Survey Start - Complete: -

As-built Survey Start - Complete: - Notice to Mariners: _____

Permit Violation: _____ Landowner/Utility Contacted:

Endangered Species or Cultural Resource: _____

Louisiana One-Call: _____

Pile Driving (1 day prior to start): _____

Construction

Gaps Excavated Today: _____ Gaps Excavated to Date: _____

Material Excavated/Placed Today (CY): _____ Material Placed Quantity to Date (CY): _____

Trees Placed Today (Each): _____ Trees Placed to Date (Each): _____

APPENDIX J: DAVIS BACON ACT

"General Decision Number: LA20260004 01/30/2026

Superseded General Decision Number: LA20250004

State: Louisiana

Construction Type: Heavy

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, Vernon, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

* ELEC0130-007 12/01/2025

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River) PARISHES

	Rates	Fringes
ELECTRICIAN	$ 36.00	16.66

ELEC0194-006 09/02/2025

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River), and RED RIVER PARISHES

	Rates	Fringes
ELECTRICIAN	$ 35.85	15.58

ELEC0446-004 03/01/2025

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, and WEST CARROLL PARISHES

	Rates	Fringes
ELECTRICIAN	$ 29.55	2%+13.77

ELEC0576-002 09/01/2025

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, VERNON, AND WINN PARISHES

	Rates	Fringes

ELECTRICIAN.....$ 30.00 4.25%+10.75

ELEC0861-004 09/01/2024

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River), AND VERMILION PARISHES

	Rates	Fringes
ELECTRICIAN	$ 31.98	4.34%+13.75

ELEC0995-002 01/01/2025

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES

	Rates	Fringes
ELECTRICIAN	$ 29.47	13.50

ELEC1077-005 05/26/2025

TANGIPAHOA and WASHINGTON PARISHES

	Rates	Fringes
ELECTRICIAN	$ 30.35	3%+11.55

SULA2004-008 05/19/2004

	Rates	Fringes
CARPENTER (including formsetting/formbuilding)	$ 14.75	0.00
Laborers:		
Common	$ 7.60	0.00
Pipelayer	$ 8.47	0.00
PIPEFITTER (excluding pipelaying)	$ 18.75	4.05
Power equipment operators:		
Backhoe/Excavator	$ 11.67	0.00
Boring Machine	$ 10.25	0.00
Bulldozer	$ 11.82	0.00
Crane	$ 13.60	0.00
Dragline	$ 13.12	0.00
Front End Loader	$ 9.93	0.00
Mechanic	$ 12.50	0.00
Trackhoe	$ 11.99	0.00
Tractor	$ 10.43	0.00
Water Well Driller	$ 10.73	2.01
Truck drivers:		
Dump	$ 10.00	0.00
Water	$ 8.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in

processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX K: PROTECTED SPECIES CONDITIONS

Per Email Correspondence March 12, 2026 with LDWF

RE: Consistency Application for C20260032 CPRA - Sabine Refuge Marsh Creation Project (CS-28-2) Cycle II, Permanent Sediment Pipeline Inspection, Cameron Parish

Ecological Studies:

It is anticipated that this proposed project will benefit wildlife resources; therefore, LDWF has no objection.

Wildlife Diversity Program:

No impacts to rare, threatened or endangered species or critical habitats are anticipated from the proposed project. The Wildlife Diversity Program (WDP) reports summarize the existing information known at the time of the request regarding the location in question. WDP reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. If at any time WDP tracked species are encountered within the project area, please contact our biologist at 225-763-3554.

Oyster Seed Grounds:

LDWF has no objections to the staging area as shown on the permit application plats. Applicant shall make every effort to minimize propwashing along the access routes within the lake. If any impacts to the Calcasieu Lake Public Oyster Seed Area are documented to have occurred outside of the permitted footprint authorized under this permit, the following 3 conditions shall apply:

1. Applicant shall be liable for, and shall compensate the state for, any impacts to the oyster seed grounds caused by Applicant or Applicant's contractors during any work done under this permit.

2. Compensation for impacts to the public oyster seed grounds shall be in the form of the planting of cultch material (i.e. crushed concrete, limestone, oyster shell, etc) at the rate of 1 cubic yard per acre of impacted area for barren, non-supportive areas of the seed grounds, 50 cubic yards per acre of impacted area for supportive areas, and 187 cubic yards per acre of impacted area for reef areas plus the value of any living oyster resources destroyed. Applicant shall bear the expense of acquisition and deposition of cultch. The

cultch shall be deposited by the Applicant, Applicant's contractor, or sub-contractor, under the direct supervision of LDWF, and shall be deposited at a time, place, and in a manner prescribed by the Department. In lieu of planting cultch material, the Applicant may make payment directly to the Oyster Resource Management Account.

3. A post-project bottom contour and side-scan survey may be required, covering the permitted project area or any other area outside the project footprint suspected of being directly impacted by permitted activities. The results of these surveys will be made available to the Department within 14 days of completion.

APPENDIX L: SUBCONTRACTOR REPORT

CURRENT INVOICE NO._____
PURCHASE ORDER NO. _____

SUBCONTRACTOR REPORT

PRIME CONTRACTOR

_____

Name & Address of Subcontractor(s)	$ Value Paid to Subs for this Invoice Period	Cumulative $ Value Paid to Subs for this Purchase Order