

**OPERATION, MAINTENANCE AND REHABILITATION PLAN**  
**FOR THE**  
**BA-27d - BARATARIA LAND BRIDGE SHORELINE PROTECTION**  
**PROJECT**  
**PHASE 4 – CONSTRUCTION UNIT NO.6**



**October 10, 2012**



**Coastal Protection and  
Restoration Authority of Louisiana**



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Prepared by:  
Coastal Protection and Restoration Authority  
Coastal Engineering Division  
Thibodaux Field Office

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## HISTORY OF REVISIONS

**OPERATION, MAINTENANCE, AND REHABILITATION PLAN FOR THE  
BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)  
(PHASE 4 – CONSTRUCTION UNIT NO.6)**

The Coastal Protection and Restoration Authority (CPRA) and the Natural Resources Conservation Service (NRCS) agree to carry out the terms of this Operation, Maintenance, and Rehabilitation Plans (hereinafter referred to as the “Plan”) of accepted, completed project features in accordance with the Cost Share Agreement CWPPRA-02-05, DNR Agreement No. 2511-02-25, dated May 2002, as amended on February 18, 2004 (Amendment No.1) and on December 7, 2009 (Amendment No.2). (Attachment I)

This plan includes all features of the Barataria Land Bridge Shoreline Protection Project (Construction Unit No.6 – Phase 4). CPRA intends to use this plan to maintain the project in a condition that will generally provide the anticipated benefits on which the project approval was based. There is no requirement that this project function to any standard beyond the 20 year project life, except that it is not left as a hazard to navigation or a detriment to the environment. The maintenance of the construction unit 6 – Phase 4 will ultimately be included in the maintenance of future and past construction units that are incorporated in the Barataria Land Bridge Shoreline Protection Projects (Phase 1 & 2, Phase 3 and Phase 4) upon completion of construction of all phases.

Construction of the Barataria Land Bridge Shoreline Protection Project (Phase 4) was authorized by Section 303(a) of Title III Public Law 101-646, the Coastal Wetlands Planning Protection and Restoration Act (CWPPRA) enacted on November 29, 1990 as amended. The Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) was approved on the eleventh (11<sup>th</sup>) Priority Project List.

Two (2) land owners are associated with the Barataria Land Bridge Shoreline Protection Project (Phase 4 - Construction Unit No.6) including the Rigolettes Limited Partnership and Madison Land Company et. al. (Note: The Natural Resource Conservation Service (NRCS) does not guarantee the completeness and accuracy of ownership shown on As-built Drawings. Apparent ownership has been obtained from maps in the Office of the Parish Clerk of Court and the Tax Assessor. Where an apparent property line is shown near the centerline of a channel, its location is not definite (NRCS, As-built drawings.)

**1. PROJECT DESCRIPTION, PURPOSE, AND LOCATION**

The Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) consists of approximately 26,976 linear feet of shoreline projection (rock revetment) along the east bank of Bayou Rigolettes. The shoreline protection project aims to protect the functional integrity of this critical area of the Barataria Basin, Major factors contributing to the excessive marsh loss in this area includes the elimination of overbank flooding of the Mississippi River;

closure of the Bayou Lafourche at the Mississippi River; dredging of the Gulf Intracoastal Waterway, Barataria Waterway, Harvey Cutoff Canal, and oilfield access dredging; and physical erosion due to wind, boat wake, and tidal energy; subsidence; and sea level rise (NRCS, Project Completion Report).

The rock revetment was constructed to an elevation of 3.5 ft. NAVD88 with a top width of 4 ft. and 3:1 side slopes. At seven (7) locations along the rock revetment, organism access openings were be constructed to allow continued aquatic organism ingress and egress and provide adequate discharge of surface water flow. The organism access openings are located at seven historic or manmade channels along Bayou Rigolettes ranging from 30 to 130 feet in width (Bottom Width). Each opening is lined with approximately two feet of rock with a sill elevation set at two feet below average water elevation of -0.8 ft. NAVD88.

The Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) is located approximately 1.5 miles south of the town of Lafitte in Jefferson Parish, Louisiana. The project boundaries of Phase 4 – Construction Unit No.6 encompasses approximately 766 acres of brackish marsh, fresh marsh, upland shrub-scrub, and open water habitat. The project area is located in all or parts of Sections 6, 26, 27, 34, and 35 of T16S-R23E, and Sections 1,2,10, and 11 of T17S-R23E and is bounded by Bayou Rigolettes to the north and west and by a natural ridge to the south and east.

The Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) has a twenty year (20 year) project life, which began on April 25, 2006.

## **2. CONSTRUCTION COMPLETION**

The Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) completion report is included in Attachment III of this Plan and As-built drawings are included in Attachment IV. Within the Project Completion Report prepared by NRCS, is a summary of information and significant events including: Project personnel involved with the project, final as-built features and benefited acres, construction cost, CWPPRA project estimates, construction oversight costs, sequence of construction activities, change orders, pipeline and utility crossing information, and other significant milestone dates and comments. The project as-built drawings contain actual construction drawings updated with all field changes and modifications that occurred during the construction phase of the project.

**3. PROJECT PERMITS**

Project permit applications were completed and submitted to appropriate agencies and permits were received prior to construction. The project permits and permit amendments are included in Attachment V.

**4. ITEMS REQUIRING MAINTENANCE AND REHABILITATION**

The following completed structural components / project features jointly accepted by CPRA and NRCS will require operation, maintenance, repair, and \ or rehabilitation during the 20 year life of the project.

Rock Revetment (Construction Unit No.6) – Maintenance and rehabilitation of approximately 26,976 linear ft. of rock dike along the east bank of Bayou Rigolettes from the existing marsh just west of Barataria Bay Waterway to the east bank on the north side of an existing oil field canal. The rock dike was constructed to an elevation of 3.5' NAVD with a 4 ft. wide top width and 3:1 side slopes.

**5. OPERATION AND MAINTENANCE BUDGET**

The costs associated with the Operation, Maintenance and Rehabilitation of the Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) is included and summarized in Attachment VI.

**6. STRUCTURE OPERATIONS**

No operations are necessary for this project (Attachment VII intentionally blank)

**7. RESPONSIBILITIES – MAINTENANCE AND REHABILITATION**

**A. CPRA will:**

1. In accordance with the Cost Sharing Agreement, assume all responsibilities for maintenance and rehabilitation of the accepted and completed project features identified in Section 4.
2. Conduct joint site inspections with NRCS of the project site at least annually and after major storm events if determined to be necessary by CPRA and/or NRCS. CPRA will submit to NRCS a report detailing the condition of the project features and recommendations for any corrective action. If CPRA recommends that corrective actions are needed, the report will include the entire estimated cost for engineering and design, supervision and inspection, construction, contingencies, and an assessment of the urgency of such actions.

3. Perform or have performed any corrective actions needed, if such corrections have been approved by CPRA and NRCS. NRCS will participate with CPRA, or its appointed representative, in the engineering and design phases of the corrective actions for the project. Oversight of engineering and construction of the corrective actions for the project will be the responsibility of CPRA or its appointed representative. At least 30 calendar days prior to the date of formal request for construction bids, CPRA or its appointed representative shall provide NRCS with final copies of all project corrective action designs and specifications for review and concurrence by NRCS. CPRA and its appointed representative shall approve the final design and specifications prior to proceeding with bid solicitations on all project corrective action construction contracts in coordination with NRCS. Any plan and/or specification change both before and after award of construction contracts, shall be approved by CPRA in coordination with NRCS.
4. Provide a total contribution equal to the amount outlined in the Cost Share Agreement for the operation, maintenance and rehabilitation cost needed for the life of the project.

**B. NRCS will:**

1. Conduct joint inspections with CPRA of the project site at least annually and after major storm events if determined to be necessary by CPRA or NRCS.
2. Provide guidance for the development of plans and implementation of the project, review final copies of any maintenance and rehabilitation project design and specifications, and provide review and approval of all planning and construction details prior to formal request for construction bids or any corrective actions for the project.
3. Provide a total contribution equal to the amount outlined in the Cost Share Agreement for operation, maintenance and rehabilitation cost needed for the life of the project.

The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the (BA-27d) Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) according to this document, referenced Cooperative Agreement, plans, and all applicable permit and laws.

NATURAL RESOURCES CONSERVATION SERVICE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned parties, acting on behalf of their respective agencies, agree to operate, maintain, and rehabilitate the (BA-27d) Barataria Land Bridge Shoreline Protection Project (Phase 4 – Construction Unit No.6) according to this document, referenced Cooperative Agreement, plans, and all applicable permit and laws.

NATURAL RESOURCES CONSERVATION SERVICE

By: W. M. J.

Date: 12-3-12

Title: Assistant State Conservationist/WR

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: T. R. M. P.E.

Date: 12/14/12

Title: Operations Division, Chief

# **ATTACHMENT I**

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)

PHASE 4 – CONSTRUCTION UNIT NO.6

## **COST SHARE AGREEMENT**

Approved Under DNR Delegated Authority  
 CFMS# 583933  
*Karen Lewis*

COST SHARE AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

THE STATE OF LOUISIANA

FOR PLANNING, ENGINEERING AND DESIGN, CONSTRUCTION, OPERATION,

MAINTENANCE, REHABILITATION AND MONITORING OF THE

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 4

BA-27d

**THIS AGREEMENT**, entered into this 9th day of May, 2002 by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service, (hereinafter referred to as "NRCS"), acting by and through the State Conservationist, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources, (hereinafter referred to as "DNR").

**WITNESSETH, THAT:**

**WHEREAS**, expenditure of Phase I funding for the Barataria Basin Landbridge Shoreline Protection Project Phase 4 (BA-27d) was authorized by the Coastal Wetlands Planning, Protection, and Restoration Act (hereinafter referred to as "CWPPRA") of 1990, 16 U.S.C. Section 3951 *et seq.*, (Public Law 101-646, Title III), and for local sponsorship by the Louisiana Coastal Wetlands Conservation and Restoration Plan, by the State of Louisiana in January 2002; and,

**WHEREAS**, upon successful completion of Phase I, expenditure of Phase II funding for the Barataria Basin Landbridge Shoreline Protection Project Phase 4 may be authorized by the PL 101-646 Task Force;

**WHEREAS**, the State's Coastal Wetlands Conservation Plan was approved on November 30, 1997; all costs incurred on or after December 1, 1997 are shared at eighty-five percent (85%) Federal and fifteen percent (15%) non-Federal;

**WHEREAS**, Section 303(e) of CWPPRA states that the Secretary of the Army shall not fund the identified project unless said project is subject to such terms and conditions necessary to ensure that

wetlands restored, enhanced, or managed through the project will be administered for the long-term conservation of such lands and waters and dependent fish and wildlife populations; and,

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

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

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

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

**NOW, THEREFORE**, the parties agree as follows:

#### **ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS**

For the purposes of this Agreement:

- a. The term **“Project”** shall mean the work authorized by Congress as specified above for the construction of the BA-27d Barataria Basin Landbridge Shoreline Protection Project Phase 4. The BA-27d Project is located in Jefferson Parish. The Project objective is to reduce or eliminate shoreline erosion over a distance of about 31,500 feet along Bayou Rigolettes in the vicinity of Lafitte, LA.
- b. The term **“total Project costs”** shall mean all costs incurred by DNR and NRCS directly related to implementation of the Project. Such costs shall be those costs incurred after January 16, 2002; and which shall include, but not necessarily be limited to, the following: engineering and design costs; lands, easements, servitudes, and rights-of-way costs; project construction costs; construction management costs; relocation costs; pre-construction, construction, and post-construction monitoring costs; operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) costs; supervision and administration costs; hazardous and toxic waste investigation costs; cultural resources investigation costs; and NEPA documentation studies cost.
- c. The term **“total first costs”** shall mean all costs incurred by DNR and NRCS directly related to completion of the construction phase of the project as identified in the official CWPPRA authorization document prepared by the CWPPRA Task Force January 16, 2002 and submitted to Congress.
- d. The term **“period of construction”** shall mean the time from the advertisement of the first construction contract to the time that the Contracting Officer certifies to DNR that construction of the entire project is complete. The Contracting Officer shall furnish to DNR copies of the government’s

written Notice of Acceptance of Complete Work furnished to contractor(s) for all contracts for the Project.

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

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

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

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

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

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

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

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

m. The term “**Operation, Maintenance Repair, Replacement, and Rehabilitation (OMRR&R) Plan**” shall be a plan jointly developed and approved by NRCS and DNR upon completion of the Project and prior to acceptance by DNR of the completed Project or functional portion of the Project. The OMRR&R Plan will address specific items, including any related landrights issues, with estimated costs, to be performed throughout the expected life-span of the Project and will be revised periodically to reflect actual needs.

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

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

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

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

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

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

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

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

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

## ARTICLE II – OBLIGATIONS OF THE PARTIES

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

b. DNR shall:

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

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

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

4. Implement the Project Monitoring Plan in accordance with procedures jointly developed with NRCS and, as further specified in Article VIII, to assure the performance of the long-term monitoring requirements.

5. Provide specific engineering services associated with the Project, subject to the cost-sharing provisions, and as mutually agreeable to both DNR and NRCS, or its engineering representative. Specific engineering services to be provided by DNR may include design surveys, plan preparation, post-construction surveys, etc. All such services will be approved by and subject to the supervision and guidance of NRCS engineering representatives.

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

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

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

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

10. Participate in a preliminary design review with NRCS at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e.(1), CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

c. NRCS shall:

1. Over the life of the Project, fund a total contribution equal to the federal share of the total Project costs, including any relocation costs associated with the Project. Said contribution also includes utilizing NRCS – owned or leased equipment to transport DNR personnel to fulfill the obligations within this Agreement.

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

3. Except as limited by the provisions of Article VIII.b., and subject to the availability of appropriations, reimburse DNR for the federal share of the approved cost of pre- and post- construction monitoring of the Project upon receipt of the request for reimbursement.

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

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

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

7. Participate in a preliminary design review with DNR at thirty percent (30%) completion of Phase I project evaluation in accordance with Section 6.e.(1), CWPPRA Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

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

9. Comply with the Federal Acquisition Regulation (FAR), Agriculture Acquisition Regulation (AGAR), and Natural Resources Conservation Service Acquisition Regulation (NRCSAR) for all federal contracts associated with the Project.

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

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

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

13. Ensure that all National Environmental Policy Act (NEPA) and regulatory requirements, including permits, for the Project are met.

14. Submit to DNR the completed As – built Surveys/Construction drawings and Construction Completion Report.

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

a. On non-Federal lands, DNR shall acquire all land rights, easements, servitudes, rights-of-way, and material borrow and disposal areas determined to be necessary for construction of the Project

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

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

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

#### **ARTICLE IV – VALUE OF LAND RIGHTS AND FACILITIES**

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

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

2. Any costs incurred for relocations will be included in total Project costs and will be accomplished as part of Project construction through the agreed cost-share arrangement.

#### **ARTICLE V – CONSTRUCTION PHASING AND MANAGEMENT**

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

b. DNR will participate with NRCS, or its appointed representative, in the engineering and design phases of the Project. Oversight of engineering and construction of the Project will be the responsibility of NRCS or its appointed representative. At least thirty (30) calendar days prior to the date of formal request for construction bids, NRCS, or its appointed representative, shall provide DNR

with final copies of all Project designs and specifications for review and concurrence by DNR. NRCS, or its appointed representative, and DNR shall concur in the final designs and specifications prior to proceeding with bid solicitations on all project construction contracts. Any plan and/or specification(s) changes, both before and after award of construction contracts, shall be jointly approved by NRCS and DNR.

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

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

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

#### **ARTICLE VI – METHOD OF PAYMENT**

a. DNR shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of \$2,191,808.00 and authorized a maximum Phase I cost of \$2,739,760.00 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I costs. The maximum amount of DNR's contribution is \$410,964.00. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of \$2,739,760.00 are subject to amendment of this Agreement and Task Force approval, as provided in Article XIX. The maximum amount of DNR's required minimum five percent (5%) cash contribution for Phase I is \$136,988.00. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits. Should the PL 101-646 Task Force authorize expenditure of Phase II funding, this Agreement shall be amended in accordance with Article XX.

b. DNR shall provide its required cash contribution in proportion to the rate of federal expenditures in accordance with the following provisions:

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

2. No later than sixty (60) calendar days prior to the advertisement of each construction contract, NRCS shall notify DNR of DNR's share of that portion of total first costs incurred

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

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

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

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

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

e. Upon completion of the Project, or termination of this Agreement in accordance with Article XV of this Agreement, and resolution of all relevant contract claims and appeals, NRCS shall compute the total Project costs and tender to DNR a final accounting of DNR's share of total Project costs. In the event that the total contribution by DNR is less than its minimum required share of total Project costs, DNR shall, no later than ninety (90) calendar days after receipt of written notice, make a cash payment to NRCS of whatever sum is required to meet its minimum required non-federal share of total Project costs, subject to the availability of appropriations.

f. In the event DNR has made cash contributions in excess of five percent (5%) of total Project costs which result in DNR having provided more than its required share of total Project costs, NRCS shall, no later than ninety (90) calendar days after the final accounting is complete, subject to the availability of appropriations, return said excess to DNR; however, DNR shall not be entitled to any refund of the five percent (5%) cash contribution required pursuant to Article II.b.2. of this Agreement.

g. If DNR's total contribution under this Agreement (including land rights, easements, rights-of-way, relocations, material borrow and disposal areas, and work-in-kind provided by DNR and approved by NRCS) exceeds DNR's required non-federal share of total Project costs, NRCS shall verify

the actual exceeded costs and direct the U.S. Army Corps of Engineers, subject to the availability of appropriations for that purpose, and the minimum five percent (5%) cash requirement, refund the excess to DNR no later than ninety (90) calendar days after the final accounting is complete.

#### **ARTICLE VII – DISPUTES**

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

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

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

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

#### **ARTICLE IX – MAINTENANCE OF RECORDS**

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

## **ARTICLE X – GOVERNMENT REVIEW OF RECORDS**

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

## **ARTICLE XI – STATE REVIEW OF RECORDS**

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

## **ARTICLE XII – RELATIONSHIP OF PARTIES**

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

## **ARTICLE XIII – OFFICIALS NOT TO BENEFIT**

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

## **ARTICLE XIV – COVENANT AGAINST CONTINGENT FEES**

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

## **ARTICLE XV – TERMINATION OR SUSPENSION**

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

pursuant to this Article, such deferral shall remain in effect until such time as NRCS or DNR receives sufficient appropriations or until either party elects to terminate this Agreement.

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

#### **ARTICLE XVI – OBLIGATIONS OF FUTURE APPROPRIATIONS**

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

#### **ARTICLE XVII – NOTICES**

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

If to DNR:

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

If to NRCS:

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

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or seven (7) calendar days after it is mailed, as the case may be.

**ARTICLE XVIII – CONFIDENTIALITY**

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

**ARTICLE XIX – PROJECT COST LIMITS**

a. The PL 101-646 Task Force will finance the Project in two phases. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre – construction Biological Monitoring, Monitoring Plan Development, and Engineering and Design. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, Project Management and Real Estate requirements up to, but not including, the purchase of real estate. The PL 101-646 Task Force estimated Phase I cost for this Project at \$2,191,808.00. To provide flexibility in Phase I of the Project, the PL 101-646 Task Force has authorized a maximum Phase I cost of 125% of the estimated Phase I cost or \$2,739,760.00 for this particular Project. This is the total funding and obligation for NRCS and the State until Phase II funding is approved. Any cost in excess of this maximum total Phase I cost is subject to Task Force approval and amendment of this Agreement, as provided in Article XX. The 125% budget for Phase I by funding category includes the following:

1.	E & D (including supervision & administration)	\$2,685,161.00
2.	Easements and Landrights	\$ 26,599.00
3.	Pre – Construction Monitoring	\$ 25,806.00
4.	U.S. Army Corps of Engineers Proj. Mgmt.	\$ 2,194.00

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

c. After Phase I has been substantially completed, the PL 101-646 Task Force may authorize expenditure of Phase II funding. This process will be accomplished as specified in the CWPPRA Project Standard Operating Procedures Manual. This Agreement shall then be amended in accordance with the provisions of Article XX to include the total Phase II costs and the initial fund obligation of Phase II which consists of Construction, the purchase of real estate, and the first three (3) years of Post – construction Biological Monitoring, and OMRR&R. Construction includes Project Management, Contract Management, Construction Supervision, Inspection.

d. Post – construction Biological Monitoring and OMRR&R costs and fund obligations beyond the initial first three (3) year funding obligation will be in accordance with Section 6.j.(2). of the CWPPRA Project Standard Operating Procedures Manual (Revision 4.0 dated May 29, 2001).

#### **ARTICLE XX – AMENDMENTS TO BE IN WRITING**

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

#### **ARTICLE XXI – EQUAL OPPORTUNITY AND CIVIL RIGHTS**

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

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

#### **ARTICLE XXII – SURVEY**

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

#### **ARTICLE XXIII – FEDERAL AND STATE LAWS**

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

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

#### **ARTICLE XXIV – FISCAL FUNDING**

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

**BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 4**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day of May 21, 2002, before the undersigned witnesses.

**USDA  
NATURAL RESOURCES CONSERVATION  
SERVICE**

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

**THE STATE OF LOUISIANA**

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

**WITNESSES:**

Misty Gallipeau  
Cheryl LeWalter  
John E. L.

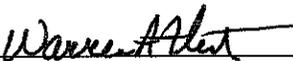
**WITNESSES:**

Sharon C. [Signature]  
Julia Rufford  
Karen G. Lewis

CERTIFICATE OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **Barataria Basin Landbridge Shoreline Protection Project Phase 4 (BA-27d), Jefferson Parish, LA**, and that the persons who have executed this Agreement on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 13<sup>th</sup> day of May, 2002.

  
\_\_\_\_\_  
Warren A. Fleet  
General Counsel

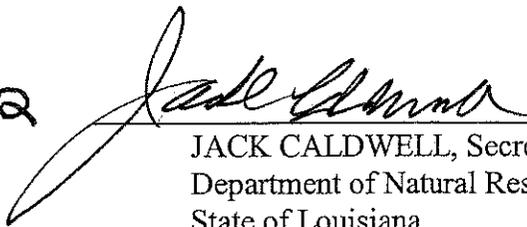
## CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

DATE: May 9, 2002



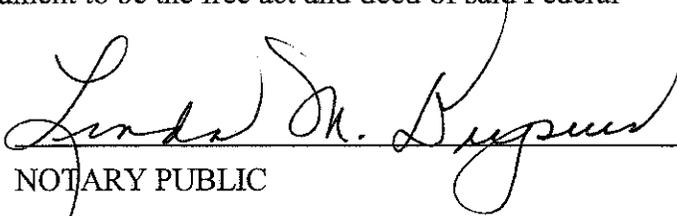
\_\_\_\_\_

JACK CALDWELL, Secretary  
Department of Natural Resources  
State of Louisiana

**STATE OF LOUISIANA**

**PARISH OF RAPIDES**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 21 day of May, 2002, personally came and appeared Donald W. Gohmert, to me known, who declared that he is the State Conservationist of the **USDA - Natural Resources Conservation Service**, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

  
NOTARY PUBLIC

My commission expires: lifetime  
(SEAL)

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 9<sup>th</sup> day of May, 2002, personally came and appeared Jack C. Caldwell, to me known, who declared that he is the Secretary of the **Department of Natural Resources, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

  
NOTARY PUBLIC

My commission expires: with life  
(SEAL)

Approved Under DNR Delegated Authority

OFMS# 583933

Karen Y. Lewis

AMENDMENT NO. 1

TO

COST SHARING AGREEMENT

BETWEEN

USDA-NATURAL RESOURCES CONSERVATION SERVICE

AND

STATE OF LOUISIANA

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

BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 4

BA-27d

Reference is made to ARTICLE XX-AMENDMENTS TO BE IN WRITING, of the Cost Sharing Agreement for the captioned Project entered into the 9th day of May, 2002, by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service (hereinafter referred to as "NRCS"), acting by and through the State Conservationist, and the State of Louisiana, acting by and through the Secretary, Department of Natural Resources (hereinafter referred to as "DNR"), which allows for the Cost Sharing Agreement to be amended in writing.

Therefore,

WITNESSETH THAT:

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

WHEREAS, expenditure of Phase II (Increment No. 1) for the Barataria Basin Landbridge Shoreline Protection Project Phase 4, BA-27d, was authorized by the PL 101-646 Task Force January 2004.

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

1. ARTICLE VI - METHOD OF PAYMENT

Paragraph "a." contained in the May 9, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

*SKW/JS*

“a. DNR shall provide the contributions required under Article II of this Agreement. The PL 101-646 Task Force has estimated a Phase I cost of \$2,191,808.00 and a Phase II (Increment No. 1) cost of \$16,058,839.00.

To provide flexibility, the PL 101-646 Task Force has authorized a maximum Phase I cost of \$2,739,760.00 and a maximum Phase II (Increment No. 1) cost of \$20,073,548.00 for this particular Project. To meet its share, DNR will contribute, through in-kind services or in cash, the non-federal share of the maximum Phase I and Phase II costs. The maximum amount of DNR’s contribution for Phase I is \$410,964.00 and for Phase II (Increment No. 1) is \$3,011,032.00, the total of which is \$3,421,996.00. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the maximum Phase I cost of \$2,739,760.00 or the maximum Phase II (Increment No. 1) cost of \$20,073,548.00 are subject to amendment of this Agreement and Task Force approval, as provided in ARTICLE XIX. The maximum amount of DNR’s required minimum five percent (5%) cash contribution for Phase I is \$136,988.00 and Phase II (Increment No. 1) is \$1,003,677.00. Funding methods and limits of obligations are specified in ARTICLE XIX-PROJECT COST LIMITS.”

## 2. ARTICLE XIX – PROJECT COST LIMITS

Paragraph “a.” contained in the May 9, 2002 Agreement is deleted in its entirety and the following is substituted therefor:

“a. The PL 101-646 Task Force has financed Phase I at an estimated cost of \$2,191,808.00 and the Phase II (Increment No. 1) at an estimated cost of \$16,058,839.00. Phase I funding is comprised of those funds needed for any necessary analysis of environmental benefits, any necessary hydrologic data collection and analysis, Pre-construction Biological Monitoring, and Engineering and Design and Real Estate requirements up to, but not including, the purchase of real estate. Engineering and Design includes Engineering, Design, Environmental Clearances, Permitting, and Project Management. Phase II funding is comprised of those funds needed for Construction, Post-construction Biological Monitoring, Operation, Maintenance and Rehabilitation and the Purchase of Real Estate. Construction includes Project Management, Contract Management, Construction Supervision and Inspection. To provide flexibility in the funding of the Project, the PL 101-646 Task Force has authorized a maximum Phase I and Phase II (Increment No. 1) cost of 125% of the estimated Phase I and Phase II (Increment No. 1) costs or \$2,739,760.00 and \$20,073,548.00 respectively. Any cost in excess of these maximum total Phase I and Phase II (Increment No. 1) costs is subject to Task Force approval and amendment of this Agreement as provided in ARTICLE XX. The 125% budget for each Phase by funding category includes the following:

### PHASE I

1.	E&D (including supervision & administration)	\$2,685,161.00
2.	Easements and Landrights	\$ 26,599.00
3.	Pre-Construction Monitoring	\$ 25,806.00

4.	U.S. Army Corps of Engineers Proj. Mgmt.	\$ <u>2,194.00</u>
Total Phase I		\$2,739,760.00

PHASE II (Increment No. 1)

1.	Construction (including Project & construction management and construction supervision & inspection)	\$11,792,196.00
2.	Easements and Landrights	\$ -0-
3.	Post-Construction Monitoring	\$ -0-
4.	Operation, Maintenance, Repair , Replacement and Rehabilitation	\$ 8,276,951.00
5.	U.S. Corps of Engineers Project Management	\$ <u>4,401.00</u>
Total Phase II (Increment No. 1)		\$20,073,548.00

Upon execution of this Amendment, both the NRCS and DNR agree that the initial funding obligation for Phase II (Increment No. 1) activities will be provided for Construction, the first three (3) years of Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R), and the Purchase of Real Estate.

Funding requirements and obligations for Post-construction Biological Monitoring and OMRR&R costs beyond the initial first three (3) years will be in accordance with Section 5.c.(2), 6.a.(4)(a), 6.j.(2) and 6.k. of the CWPPRA Project Standard Operating Procedures Manual (Revision 8.0 dated December 10, 2003).

**BARATARIA BASIN LANDBRIDGE SHORELINE PROTECTION PROJECT PHASE 4  
(BA-27d)  
(INCREMENT NO. 1)**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on  
this 18th day of February, 2004, before the undersigned  
witnesses.

**USDA  
NATURAL RESOURCES  
CONSERVATION SERVICE**

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

**STATE OF LOUISIANA**

James R. Hanchey  
James R. Hanchey  
Deputy Secretary  
Louisiana Department of  
Natural Resources

**WITNESSES:**

Cheryl Walters  
Betty A. Jones  
Kimberly A. Lyland

**WITNESSES:**

Julia Rufford  
Patricia B. Dubois  
Sharon Ferguson

CERTIFICATION REGARDING LOBBYING

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

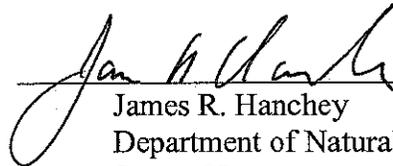
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

DATE: 02/18/04

  
James R. Hanchey  
Department of Natural Resources  
State of Louisiana

CERTIFICATION OF AUTHORITY

I, Warren A. Fleet, do hereby certify that I am the principal legal officer of the Department of Natural Resources for the State of Louisiana, that the Department of Natural Resources for the State of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **Barataria Basin Landbridge Shoreline Protection Project Phase 4 (BA-27d)**, Lafourche and Jefferson Parishes, LA, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 13<sup>th</sup> day of February, 2004.

  
\_\_\_\_\_  
Warren A. Fleet  
General Counsel

STATE OF LOUISIANA  
PARISH OF RAPIDES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 29th day of March, 2004, personally came and appeared Donald W. Gohmert, to me known, who declared that he is the State Conservationist of the USDA-Natural Resources Conservation Service, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.

Sheila Grants Ryland  
NOTARY PUBLIC

My commission expires: Life # 491  
(SEAL)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 18th day of February, 2004, personally came and appeared James R. Hanchey, to me known, who declared that he is the Deputy Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted by him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

Warren A. Fleet  
NOTARY PUBLIC  
WARREN A. FLEET  
BAR # 05613

My commission expires: AT DEATH  
(SEAL)

Amendment No. 1  
 NRCS Agreement No. CWPPRA-02-05  
 DNR Agreement No. 2511-02-25  
 Barataria Basin Landbridge Shoreline Protection Project Phase 4

Phase I

1.	E&D (including S&A)	\$2,685,161.00
2.	Easements and Landrights	\$ 26,599.00
3.	Pre-Construction Monitoring	\$ 25,806.00
4.	U.S. Army Corps of Eng. Proj. Mgmt.	<u>\$ 2,194.00</u>
	125% Budget Total	\$2,739,760.00

	NRCS 85% Cost Share Amount	\$2,328,796.00
	DNR 15% Cost Share Amount	\$ 410,964.00
	DNR 5% Maximum Amount	\$ 136,988.00

Task Force Approved Estimate \$2,191,808.00

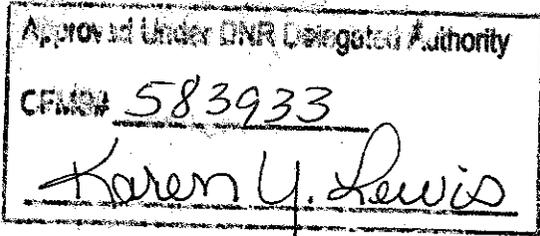
Phase II (Increment No. 1)

1.	Construction (including S&A, S&I, & Contingency)	\$ 9,433,757.00
2.	Post-Construction Monitoring	\$ -0-
3.	OMRR&R	\$ 6,621,561.00
4.	U.S. Army Corps of Eng. Proj. Mgmt.	<u>\$ 3,521.00</u>
	Task Force Approved Estimate	\$16,058,839.00

125% Budget (Phase II, Increment No. 1)

1.	Construction (including S&A, S&I, & Contingency)	\$11,792,196.00
2.	Post-Construction Monitoring	\$ -0-
3.	OMRR&R	\$ 8,276,951.00
4.	U.S. Army Corps of Eng. Proj. Mgmt.	<u>\$ 4,401.00</u>
	125% Budget Total	\$20,073,548.00

	NRCS 85% Cost Share Amount	\$17,062,516.00
	DNR 15% Cost Share Amount	\$ 3,011,032.00
	DNR 5% Maximum Amount	\$ 1,003,677.00



**AMENDMENT NO. 2**

**TO**

**COST SHARE AGREEMENT**

**BETWEEN**

**USDA-NATURAL RESOURCES CONSERVATION SERVICE**

**AND**

**THE STATE OF LOUISIANA**

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

**BARATARIA BASIN LANDBRIDGE SHORELINE  
PROTECTION PROJECT PHASE 4**

**(BA-27d)**

Reference is made to **ARTICLE XX – AMENDMENTS TO BE IN WRITING**, of the Cost Sharing Agreement for the captioned Project entered into the 21st day of May 2002, by and between the U.S. Department of Agriculture, represented by the Natural Resources Conservation Service (hereinafter referred to as “NRCS”), acting by and through the State Conservationist, and the State of Louisiana, acting by and through the Chairman, Coastal Protection and Restoration Authority of Louisiana (hereinafter referred to as “CPRA”), which allows for the Cost Sharing Agreement to be amended in writing. Therefore,

**WITNESSETH, THAT:**

**WHEREAS**, pursuant to La. R.S. 49:214.5.2 A(1), the Coastal Protection and Restoration Authority (CPRA) represents the State of Louisiana’s position in policy relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal projects and programs, all consistent with the intent as expressed in La. R.S. 49:214.1, and has the power and authority under La. 49:214.5.2 A(7) to enter into any contract with the federal government or any federal agency or any political subdivision of the state or private individual for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching grants in whole or part, which may be necessary;

**WHEREAS**, pursuant to La. R.S. 49:213.4(A)(1), Coastal Protection and Restoration Authority of Louisiana (hereinafter referred to as CPRA) represents the State of Louisiana's position in policy implementation relative to the protection, conservation, and restoration of the coastal area of the state through oversight of coastal restoration, hurricane protection, and infrastructure projects and programs, consistent with the intent as expressed in La. R.S. 49:213.1, and has the power and authority under La. 49:213.4(A)(7) to enter into any contract with the federal government or any federal agency or any political subdivision of the state or private individual for the construction, operation, maintenance, repair, rehabilitation, or replacement of any coastal restoration, hurricane, infrastructure, storm damage reduction, or flood control project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching grants in whole or part, which may be necessary;

**WHEREAS**, Phase I was authorized by the Task Force on January 16, 2002, for an estimated total (100%) cost of \$2,191,807;

**WHEREAS**, Phase II was authorized by the Task Force on January 28, 2004, for an estimated total (100%) cost of \$20,596,143;

**WHEREAS**, Phase I categories of E&D, Easement and Landrights, and U.S. Army Corps of Engineers Project Management, along with Phase II categories of Construction, Supervision and Inspection, Supervision and Administration) are substantially complete.

**WHEREAS**, CPRA and NRCS now agree to revise the Project Cost Limits so as to reflect actual costs of completed categories and to include the approved current total Phase I funds of \$509,134.00 and the approved current total Phase II funds of \$17,200,082.00 for a project grand total of \$17,709,216.00 as a result of this amendment;

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

**1. ARTICLE VI – METHOD OF PAYMENT**

Paragraph "a." contained in Amendment No. 1 (dated February 18, 2004), is deleted in its entirety and the following is substituted therefor:

a. CPRA shall provide the contributions required under Article II of this Agreement. Phase I activities are estimated at \$509,134.00, and Phase II activities estimated at \$17,200,082.00 for a grand total for Phase I and II of \$17,709,216.00 for this particular Project. To meet its share, CPRA will contribute, through in-kind services or in cash, the non-federal share of the Phase I costs and Phase II costs. The amount of CPRA's contribution for Phase I is \$76,370.00 and Phase II is \$2,580,012.00, the total of which is \$2,656,382.00. This figure is subject to modification as provided for in Section 303(f) of CWPPRA. Any costs in excess of the Phase I cost of \$509,134.00 or the Phase II cost of \$17,200,082.00 are subject to amendment of this Agreement and Task Force approval, as provided in

Article XIX. The amount of CPRA's required minimum five percent (5%) cash contribution for Phase I is \$25,457.00 and Phase II is \$860,004.00, for a total of \$885,461.00. Funding methods and limits of obligations are specified in Article XIX – Project Cost Limits.

## **2. ARTICLE XVII – NOTICES**

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

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

If to NRCS:

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

If to CPRA:

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

## **3. ARTICLE XIX – PROJECT COST LIMITS**

Paragraph "a." contained in Amendment No. 1 (dated February 18, 2004), is deleted in its entirety and the following is substituted therefore:

a. At the time of execution of this Amendment, all parties acknowledge and concur with the following revised budget:

PHASE I

1.	E & D	\$ 465,766.00 (actual)
2.	Easements and Landrights	\$ 20,985.00 (actual)
3.	Monitoring	\$ 20,645.00
4.	U.S. Army Corps of Engineers Proj. Mgmt.	<u>\$ 1,738.00 (actual)</u>
	Total Phase I	\$ 509,134.00

Upon execution of this Amendment, both the NRCS and CPRA agree that the total funding obligation for Phase II activities will be provided for Construction, Supervision and Administration, Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R), and U.S. Corps of Engineers Project Management.

PHASE II

1.	Construction (including Project & construction management and construction supervision & inspection)	\$ 5,903,135.00 (actual)
2.	Supervision and Administration	\$ 134,544.00 (actual)
3.	U.S. Corps of Engineer Project. Mgt.	\$ 1,134.00 (actual)
4.	OMRR&R	\$11,139,979.00
5.	U.S. Corps of Engineers Project Management-Long Term	<u>\$ 21,290.00</u>
	Total Phase II	\$ 17,200,082.00

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

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

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

**BARATARIA BASIN LANDBRIDGE SHORELINE  
PROTECTION PROJECT – PHASE 4 (BA-27d)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 7<sup>th</sup> day of December, 2009, before the undersigned witnesses.

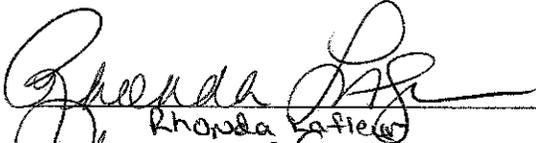
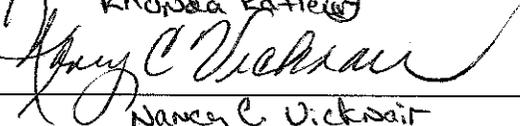
**USDA  
NATURAL RESOURCES CONSERVATION  
SERVICE**

BY:   
Kevin D. Norton  
State Conservationist

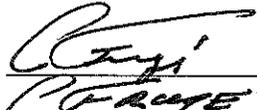
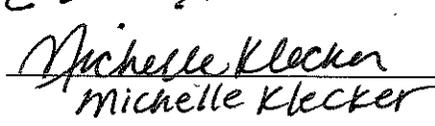
**THE STATE OF LOUISIANA**

BY:   
Garret Graves, Chairman  
Coastal Protection and Restoration  
Authority of Louisiana

**WITNESSES:**

  
Rhonda Lafleur  
  
Nancy C. Vicknair

**WITNESSES:**

  
  
Michelle Klecker

STATE OF LOUISIANA  
PARISH OF RAPIDES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 7<sup>th</sup> day of December, 2009, personally came and appeared Kevin D. Norton, to me known, who declared that he is the State Conservationist of the USDA-Natural Resources Conservation Service, that he executed the foregoing instrument on behalf of said Federal Agency and that the instrument was signed pursuant to the authority granted to him by said Federal Agency and that he acknowledged the instrument to be the free act and deed of said Federal Agency.



NOTARY PUBLIC (sign)

Cheryl Turbeville

Print Name

66514

Notary or Bar Roll No.

My commission expires: with life

(SEAL)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 19th day of November, 2009, personally came and appeared Garret Graves, to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

Clifton O. Bingham, Jr.  
NOTARY PUBLIC (sign)

Clifton O. Bingham, Jr.  
Print Name

LA 03052  
Notary or Bar Roll No.

My commission expires: with life  
(SEAL)

### **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

DATE 19 November 2009



Garret Graves, Chairman  
Coastal Protection and Restoration  
Authority of Louisiana

**CERTIFICATION OF AUTHORITY**

I, David A. Peterson, do hereby certify that I am the Attorney General's designated counsel to the Coastal Protection and Restoration Authority of Louisiana, that the Coastal Protection and Restoration Authority of Louisiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Natural Resources Conservation Service and the State of Louisiana in connection with the **Barataria Basin Landbridge Shoreline Protection Project, Phase 4 (BA-27d), Jefferson Parish, Louisiana**, and that the persons who have executed this Amendment on behalf of the State have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 10th day of November, 2009.



---

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

## **ATTACHMENT II**

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)

PHASE 4 – CONSTRUCTION UNIT NO.6

## **PROJECT FEATURES**



Barataria Basin Landbridge Project  
 BA27d - Construction Unit #6

**PROJECT FEATURES**

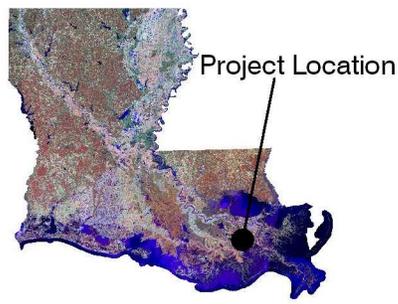
**Legend**

— Rock Dike

Data Source:  
 LA Dept. Natural Resources  
 Coastal Engineering Division  
 Thibodaux Field Office

Aerial: 2005 DOQQ

Date: June 27, 2007



**ATTACHMENT III**

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)

PHASE 4 – CONSTRUCTION UNIT NO.6

**PROJECT COMPLETION REPORT**

# PROJECT COMPLETION REPORT<sup>1</sup>

**PROJECT NAME**

**Barataria Basin Landbridge Shoreline  
Protection Project Phase 4**

**CWPPRA/STATE PROJECT NO.**

**BA-27d**

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**Report Date:** 3/16/2012

**BY:** Charles H. Sl;ocum

## 1. Project Managers/Contracting Officer:

<b>DNR Project Manager</b>	<b>Dustin White</b>	<b>Telephone</b>	<b>(225) 342-4512</b>
<b>DNR Construction Project Manager</b>	<b>Brian Babin</b>	<b>Telephone</b>	<b>(225) 447-0957</b>
<b>DNR Monitoring Manager</b>	<b>Melissa Hymel</b>	<b>Telephone</b>	<b>(540) 280-4074</b>
<b>Federal Agency Project Manager</b>	<b>Quin Kinler</b>	<b>Telephone</b>	<b>(225) 382-2047</b>
<b>Federal Agency Contracting Officer</b>	<b>Ralph Broome</b>	<b>Telephone</b>	<b>(318) 473-7781</b>

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

Construction Unit 6 is located in western Jefferson Parish on the eastern bankline of Bayou Rigolettes.

This construction unit consists of approximately 29,500 feet of shoreline protection (rock revetment).

The shoreline protection project aims to protect the functional integrity of this critical area of the Barataria Basin. Major factors contributing to the excessive marsh loss in this area included the elimination of overbank flooding of the Mississippi River; closure of Bayou Lafourche and the Mississippi River; dredging of the Gulf Intracoastal Waterway, Barataria Waterway, Harvey Cutoff Canal, and oilfield access channels; physical erosion due to wind, boat wake, and tidal energy; subsidence, and sea level rise.

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

CU #6

The rock revetment was constructed to an elevation of 3.5 ft NAVD with a top width of 4 ft. and 3:1 side slopes. At seven locations along the rock revetment, organism access openings were constructed to allow continued aquatic organism ingress and egress and provide adequate discharge of surface water flow. Each opening was lined with two (2) ft of rock to a sill elevation two (2) ft below the average water elevation (-0.8 ft NAVD).

1. approximately 146,513 tons (400 lb.) rock riprap
2. approximately 116,718 sq yds of geotextile
3. all associated access dredging/excavation.

## Actual Benefitted Acres

**Construction Unit 6 is estimated to produce 256 net acres over 20 years.**

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<sup>1</sup>To be filled out at construction completion by either the DNR Construction Project Manager or the Federal Agency Contracting Officer depending on which organization had lead role for construction of project. (Except for some items under # 13).

#### 4. Key project cost elements

	<b>CWPPRA Project Cost Estimates**</b>	<b>Cost Incurred as of Construction Completion</b>
<b>Construction</b>	<b>\$ 8,704,760.00</b>	<b>\$ 5,903,135.00</b>
<b>E &amp; D</b>	<b>\$ 2,149,884.00</b>	<b>\$ 467,503.88</b>
<b>Landrights</b>	<b>\$ 21,278.00</b>	<b>\$ 20,985.14</b>
<b>Monitoring</b>	<b>\$ 20,645.00</b>	<b>\$ 20,645.00</b>
<b>Long Term Mgt and Admin</b>	<b>\$ 751,404.00</b>	<b>\$ 156,968.50</b>
<b>O &amp; M</b>	<b>\$ 11,131,979.00</b>	<b>\$ 11,131,979.00</b>
<b>Total</b>	<b>\$ 22,787,950.00</b>	<b>\$ 17,200,082.55</b>

\*\* Most recent estimate from CWPPRA Project estimates Report produced by USACOE.

#### 5. Items of work

Item No.	Work	Estimated Quantity	Unit	Estimated Unit Price	Estimated Amount	Unit Bid Price	Bid Amount	Final Quantity	Final Amount	% Over/ Under
1	Mobilization and Demobilization	1	Job	\$167,301.97	\$167,301.97	\$366,114.00	\$366,114.00	1	\$366,114.00	100.0%
2	Metal Fabrication and Installation, Settlement Plates	33	EA	\$1,000.00	\$33,000.00	\$1,156.00	\$38,148.00	33	\$38,148.00	100.0%
3	Rock Riprap 400#	146,513	Tons	\$34.52	\$5,057,641.82	\$25.41	\$3,722,895.33	146,513	\$5,057,895.33	100.0%
4	Geotextile	116,718	SY	\$5.93	\$692,137.74	\$6.45	\$752,831.10	116,718	\$752,831.10	100.0%
5	Excavation, Access Dredging	1	Job	\$611,568.90	\$611,568.90	\$782,000.00	\$782,000.00	1	\$782,000.00	100.0%
6	Identification Markers & Plaques, Permanent warning Signs	12	EA	\$2,096.04	\$25,152.50	\$3,100.00	\$37,200.00	12	\$37,200.00	100.0%
<b>Total Estimate</b>					<b>\$6,586,802.93</b>	<b>Total Bid</b>	<b>\$5,699,188.43</b>			
							<b>Total Modification #1</b>		<b>\$0.00</b>	
7	Additional Riprap	26	Tons	\$25.41	\$660.66			26	660.66	100.0%
							<b>Total Modification #2</b>		<b>\$660.66</b>	

#### 6. Construction and construction oversight

<b>Prime construction contractor</b>	<b>Kesser International</b>
<b>Subcontractor</b>	<b>Pine Bluff Sand &amp; Gravel Company</b>
<b>Subcontractor</b>	
<b>Original construction contract</b>	<b>\$ 5,699,188.43</b>
<b>Change orders</b>	<b>\$ 660.66</b>
<b>Final construction contract</b>	<b>\$ 5,699,849.09</b>

<b>Const. oversight contractor</b>		<b>Const. amt.</b>	<b>\$</b>

Cons. O.S./Admin. agency	NRCS	Est. amt.	\$
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**7. Major equipment used.**

Demag Excavator  
 4600 Manitowoc Crane  
 71-B Bucyrus Erie

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

1. Dig flotation
2. Lay geotextile and secure
3. Build Rock Revetment

**9. Construction change orders and field changes.**

Modification #1: No-cost Mod; This modification changes the method of payment in specification 21 to allow prorated payments due to the large quantity of work.

Modification #2: This modification is to add a line item to the contract and to increase the dollar value of the contract. Line item 7 is added; additional riprap, 26 tons, @ \$25.41 = \$ 660.66.

**10. Pipeline and other utility crossings.**

<u>Structure</u>	<u>Owner</u>	<u>Rep. To Contact</u>
Pipeline	Shell Pipeline Company (SPLC)	Mr. Kevin Leget Office (985) 873-3450 Cell (985) 637-0094
Pipeline	Enbridge Pipeline Company	Mr. Chris Moody (225) 356-6161

**11. Safety and Accidents.**

NONE

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

NONE

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

	<b>Date</b>	<b>Bid I.D.</b>
<b>Bid I.D. (Construction, Vegetation, etc.)</b>	<b>12-13-2004</b>	<b>AG-7217-S-05-0008</b>
<b>Bid Opening</b>	<b>1-27-2005</b>	
<b>Construction Contract Award</b>	<b>3-4-2005</b>	<b>AG-7217-C-05-0006</b>
<b>Preconstruction Conference</b>	<b>3-28-2005</b>	
<b>Notice to Proceed</b>	<b>4-27-2005</b>	
<b>Mobilization</b>	<b>4-27-2005</b>	
<b>Construction Start</b>	<b>4-28-2005</b>	
<b>Construction Completion</b>	<b>1-27-2006</b>	
<b>Final Acceptance</b>	<b>4-25-2006</b>	

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

**Other significant Project Dates**

**Date**

**Project Implementation closeout\*\***

**Start of Preconstruction Monitoring\*\*\***

**Preconstruction Aerial Photography Acquisition\*\*\***

**Monitoring Plan Completion\*\*\***

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

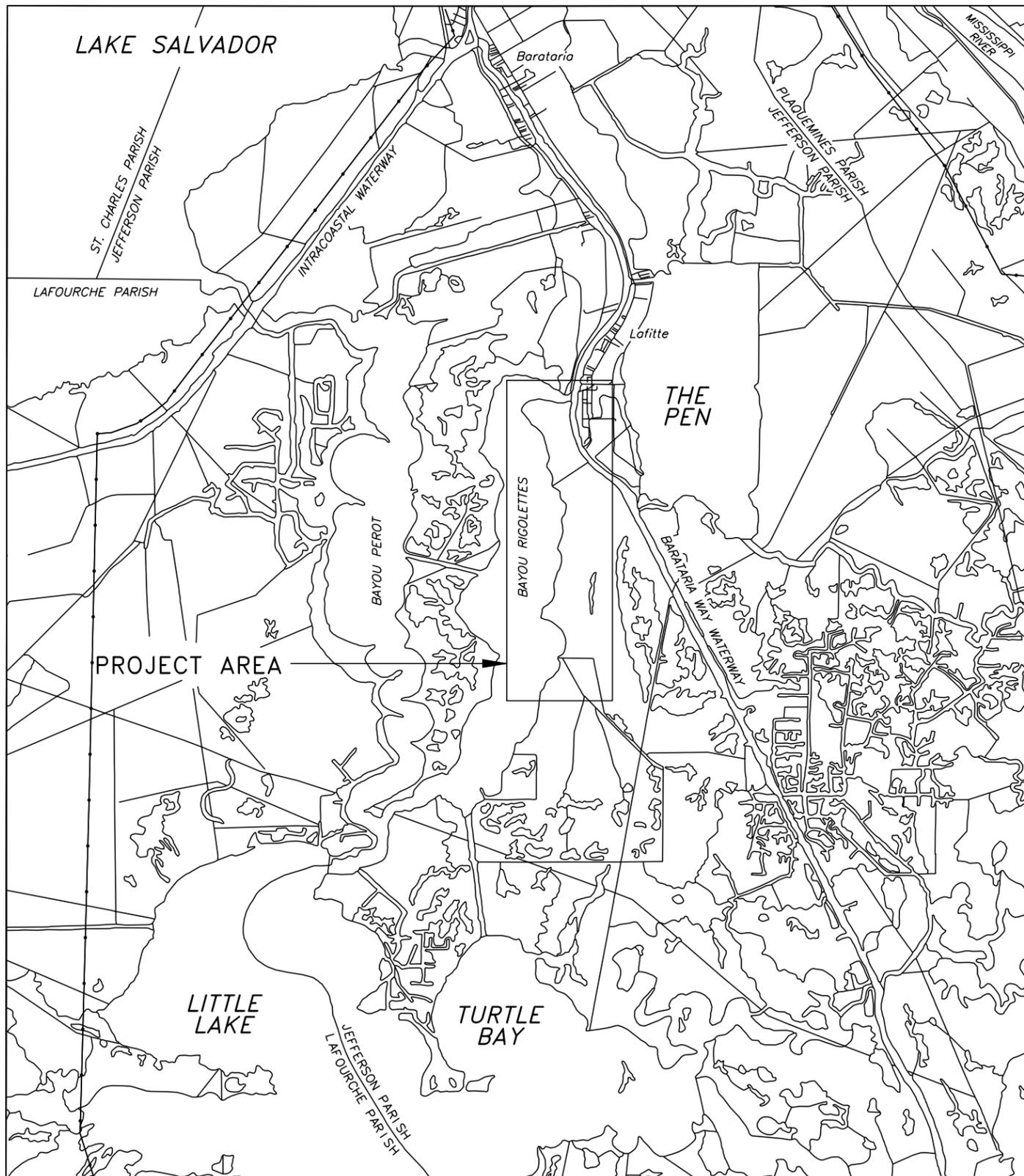
**\*\*\* To be completed by DNR Project Manager.**

**ATTACHMENT IV**

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)

PHASE 4 – CONSTRUCTION UNIT NO.6

**AS-BUILT DRAWINGS**



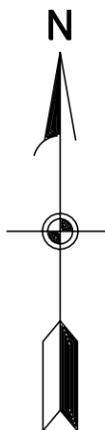
VICINITY MAP



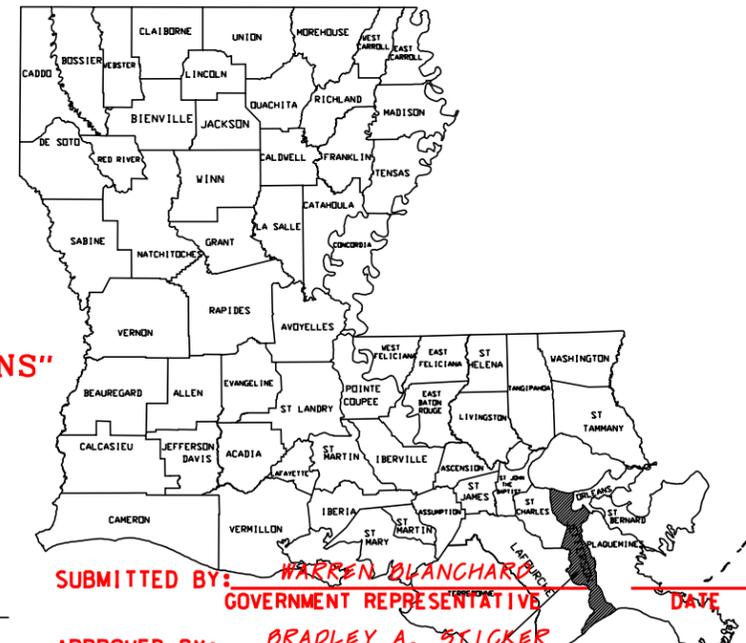
BARATARIA BASIN LANDBRIDGE PROJECT  
CONSTRUCTION UNIT 6(BA-27D)

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

BY THE  
LOUISIANA  
DEPARTMENT OF NATURAL RESOURCES  
WITH THE ASSISTANCE OF THE  
NATURAL RESOURCES CONSERVATION SERVICE  
OF THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
2004



**"AS-BUILT"**



**"AS-BUILT PLANS"**

INDEX OF DRAWINGS

1	COVER SHEET
2	PLAN MAP/LANDRIGHTS MAP
3	MAGNETOMETER SURVEY RESULTS
4-15	PLAN AND PROFILE
16	TYPICAL SECTIONS
17-23	CROSS SECTIONS
24	WARNING SIGN DETAILS
25	SETTLEMENT PLATE DETAILS
26	DETAILS - FISH DIPS
27	DETAILS - ENBRIDGE PIPELINE
28	DETAILS - SHELL PIPELINE
29-29b	SOIL BORINGS

SUBMITTED BY: WARREN BLANCHARD DATE \_\_\_\_\_  
GOVERNMENT REPRESENTATIVE

APPROVED BY: BRADLEY A. SKICKER DATE \_\_\_\_\_  
ASSISTANT STATE CONSERVATION ENGINEER  
LOCATION IN LOUISIANA  
(JEFFERSON PARISH) WORKING 111 DATE \_\_\_\_\_  
STATE CONSERVATION ENGINEER

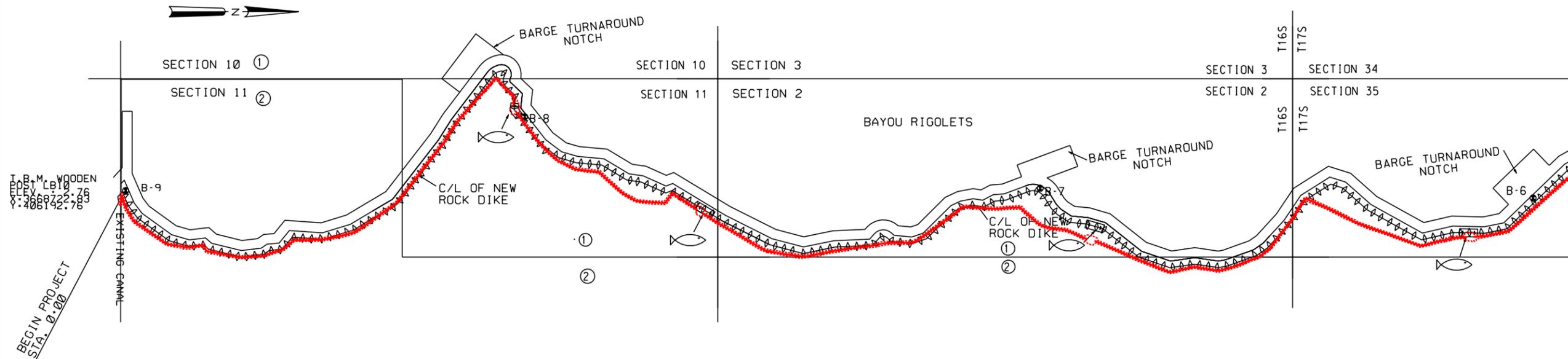
Contract No. AG-7217-C-5-6 Date 8/31/06  
Contractor PINE BLUFF SAND & GRAVEL  
Inspector ROBERT W. PAYTON  
Date of Completion 4/27/06

BURK-KLEINPETER, INC. ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 486-1714	
DESIGNED	M. ROBERTS
CHECKED	M. CHOPIN
DATE	1/04
SCALE	AS SHOWN
SHEET NO.	1

COVER SHEET  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU 6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE	
NO.	DATE
APPR.	TITLE
CAD FILE NO.	
DRAWING NO. LA-352	
SHEET NO 1 OF 29	

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



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

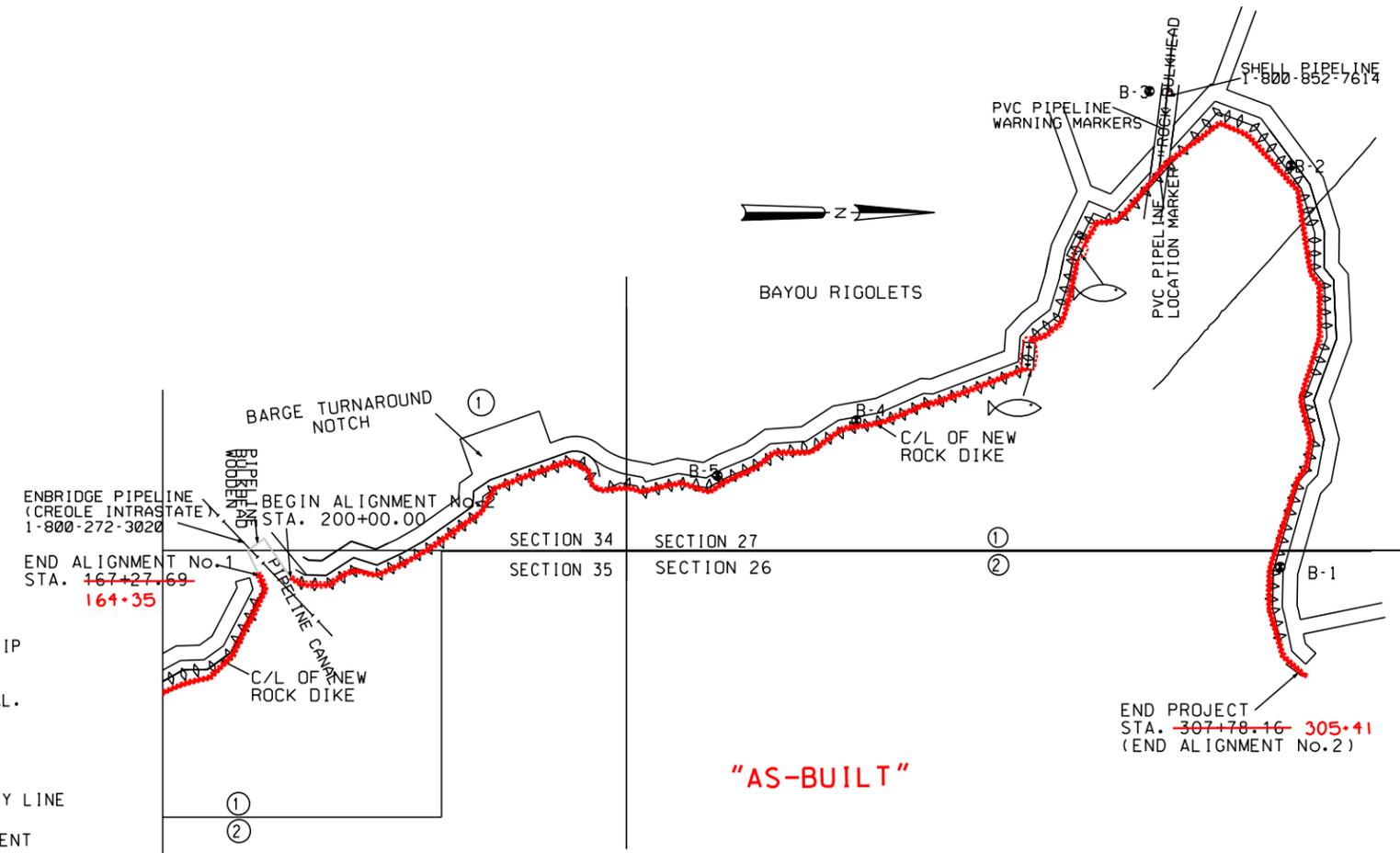
NOTE :  
KNOWN PIPELINES AND UTILITIES ARE SHOWN ON THE PLANS. IT IS POSSIBLE THAT PIPELINES AND UTILITIES MAY EXIST THAT HAVE NOT BEEN SHOWN. THE CONTRACTOR SHALL BE ON THE ALERT FOR SUCH PIPELINES AND UTILITIES, AND SHALL REPORT THEM IMMEDIATELY TO THE CONTRACTING OFFICER.

GENERAL NOTES

1. KNOWN PIPELINES AND UTILITIES ARE SHOWN ON THE PLANS. IT IS POSSIBLE THAT SOME MAY EXIST THAT HAVE NOT BEEN SHOWN. THE CONTRACTOR SHALL BE ON THE ALERT FOR SUCH PIPELINES AND UTILITIES, AND SHALL REPORT THEM IMMEDIATELY TO THE CONTRACTING OFFICER.
2. NO DREDGING WILL BE ALLOWED WITHIN 50 FEET OF A KNOWN PIPELINE. SEE PLAN/PROFILES FOR PIPELINE LOCATIONS.
3. THE VERTICAL DATUM IS NAVD 88. THE HORIZONTAL DATUM IS NAD 83.
4. SEE SHT. 16 FOR TYPICAL SECTION DETAILS AND FLOTATION ACCESS CHANNEL DETAILS.
5. TBM WOODEN POST WAS ESTABLISHED FROM HORN MARK "LAFITTE 2".

LEGEND

- ⊗ B-5 SOIL BORING
- LANDOWNERS :
- ① RIGOLETS LIMITED PARTNERSHIP
- ② MADISON LAND COMPANY ET.AL.
- SECTION LINE
- APPARENT PROPERTY LINE
- ◊◊◊◊◊◊ PROPOSED REVETMENT
- ▭ ACCESS CHANNEL
- 🐟 FISH DIP



"AS-BUILT"

END PROJECT  
STA. ~~307+78.16~~ 305+41  
(END ALIGNMENT No.2)

BURK KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 486-5901 FAX (504) 486-1714

DESIGNED BY M. ROBERTS  
CHECKED BY M. CHOPIN  
DATE 08/04  
SCALE AS SHOWN  
SHEET NO. 2

PLAN MAP / LANDRIGHTS MAP  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

NO.	DATE	APPR.	TITLE

CAD FILE NO.  
DRAWING NO.  
LA-352  
Sht. 2 of 29



	NO.	X (NAD 83)	Y (NAD 83)	COVER
ENBRIDGE PIPELINE	1	3667610.64	419779.01	8.0'
	2	3667603.30	419775.88	MAG HIT
	3	3667542.78	419727.78	MAG HIT
	4	3667429.30	419654.31	MAG HIT
SHELL PIPELINE	5	3665382.94	425147.81	5.0'
	6	3665101.87	425193.10	MAG HIT
	7	3664806.10	425233.32	MAG HIT

NOTE: THE INFORMATION SHOWN ON THIS SHEET WAS OBTAINED FROM THE MAGNETOMETER SURVEY PERFORMED IN DEC. 2003. SINCE THAT TIME THE SHELL PIPELINE HAS BEEN LOWERED, AS IS REPRESENTED ON DRAWING SHEET 28 OF 29



MAGNETOMETER SURVEY RESULTS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU6  
 JEFFERSON PARISH, LA.

BURK KLEINPETER, INC.  
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 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
 (504) 488-5901 FAX (504) 488-1714

NO.	DATE	APPR.	TITLE

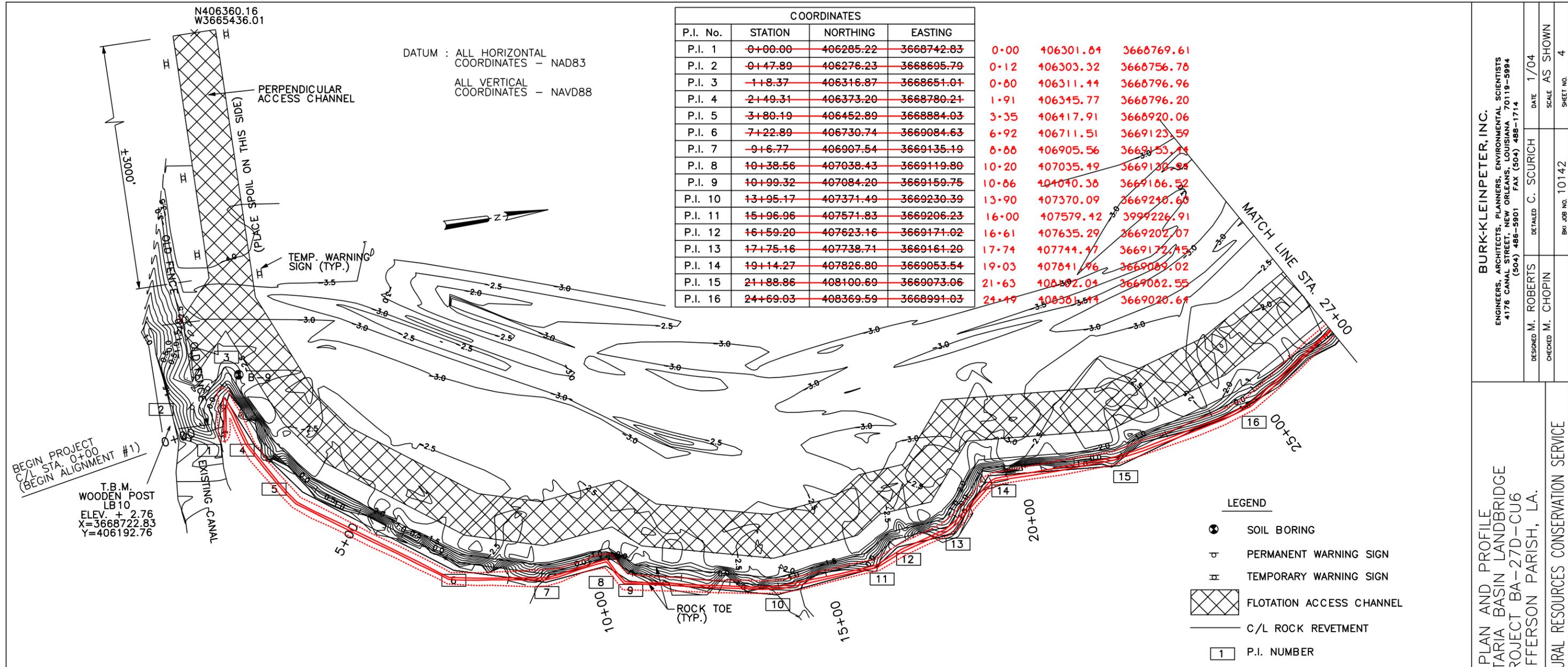
CAD FILE NO. \_\_\_\_\_

DRAWING NO.  
LA-352

Sht. 3 of 29

DESIGNED	M. ROBERTS	DATE	1/04
CHECKED	M. CHOPIN	SCALE	AS SHOWN
DETAILS	A. BRANCH	BK1 JOB NO.	10142
		SHEET NO.	3

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE



COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 1	0+00.00	406285.22	3668742.83
P.I. 2	0+47.89	406276.23	3668695.79
P.I. 3	1+8.37	406316.87	3668651.01
P.I. 4	2+49.31	406373.20	3668780.21
P.I. 5	3+80.19	406452.89	3668884.03
P.I. 6	7+22.89	406730.74	3669084.63
P.I. 7	9+6.77	406907.54	3669135.19
P.I. 8	10+38.56	407038.43	3669119.80
P.I. 9	10+99.32	407084.20	3669159.75
P.I. 10	13+95.17	407371.49	3669230.39
P.I. 11	15+96.96	407571.83	3669206.23
P.I. 12	16+59.20	407623.16	3669171.02
P.I. 13	17+75.16	407738.71	3669161.20
P.I. 14	19+14.27	407826.80	3669053.54
P.I. 15	21+88.86	408100.69	3669073.06
P.I. 16	24+69.03	408369.59	3668991.03

0+00	406301.84	3668769.61
0+12	406303.32	3668756.78
0+60	406311.44	3668796.96
1+91	406345.77	3668796.20
3+35	406417.91	3668920.06
6+92	406711.51	3669123.59
8+88	406905.56	3669153.14
10+20	407035.49	3669139.84
10+86	407040.38	3669186.52
13+90	407370.09	3669240.60
16+00	407579.42	3669226.91
16+61	407635.29	3669202.07
17+74	407744.47	3669172.15
19+03	407841.46	3669089.02
21+63	408382.04	3669082.55
24+49	408381.514	3669020.64

DATUM : ALL HORIZONTAL COORDINATES - NAD83  
ALL VERTICAL COORDINATES - NAVD88

BURK-KLEINPETER, INC.  
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(504) 488-5901 FAX (504) 488-1714

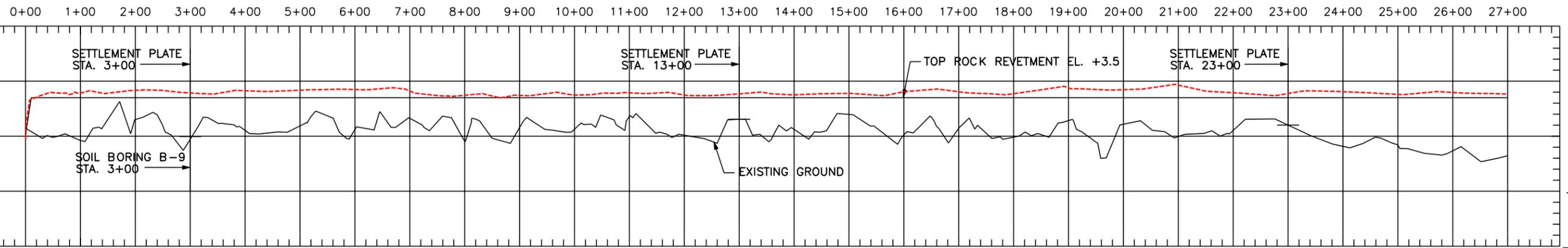
DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 4

PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

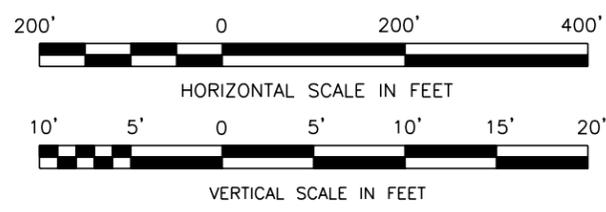
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

- LEGEND
- ⊙ SOIL BORING
  - ⊕ PERMANENT WARNING SIGN
  - ⊕ TEMPORARY WARNING SIGN
  - ▨ FLOTATION ACCESS CHANNEL
  - C/L ROCK REVETMENT
  - 1 P.I. NUMBER



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

- NOTES:
- P.I. COORDINATE LOCATIONS STAKED IN THE FIELD BY THE COTR MAY VARY SLIGHTLY FROM COORDINATES LISTED ABOVE DUE TO SHORELINE RESSION.
  - FINAL SETTLEMENT PLATE LOCATION WILL BE STAKED IN THE FIELD BY COTR.



"AS-BUILT"

NO.	DATE	APPR.	TITLE

CAD FILE NO. \_\_\_\_\_  
DRAWING NO. LA-352  
SHT. 4 OF 29

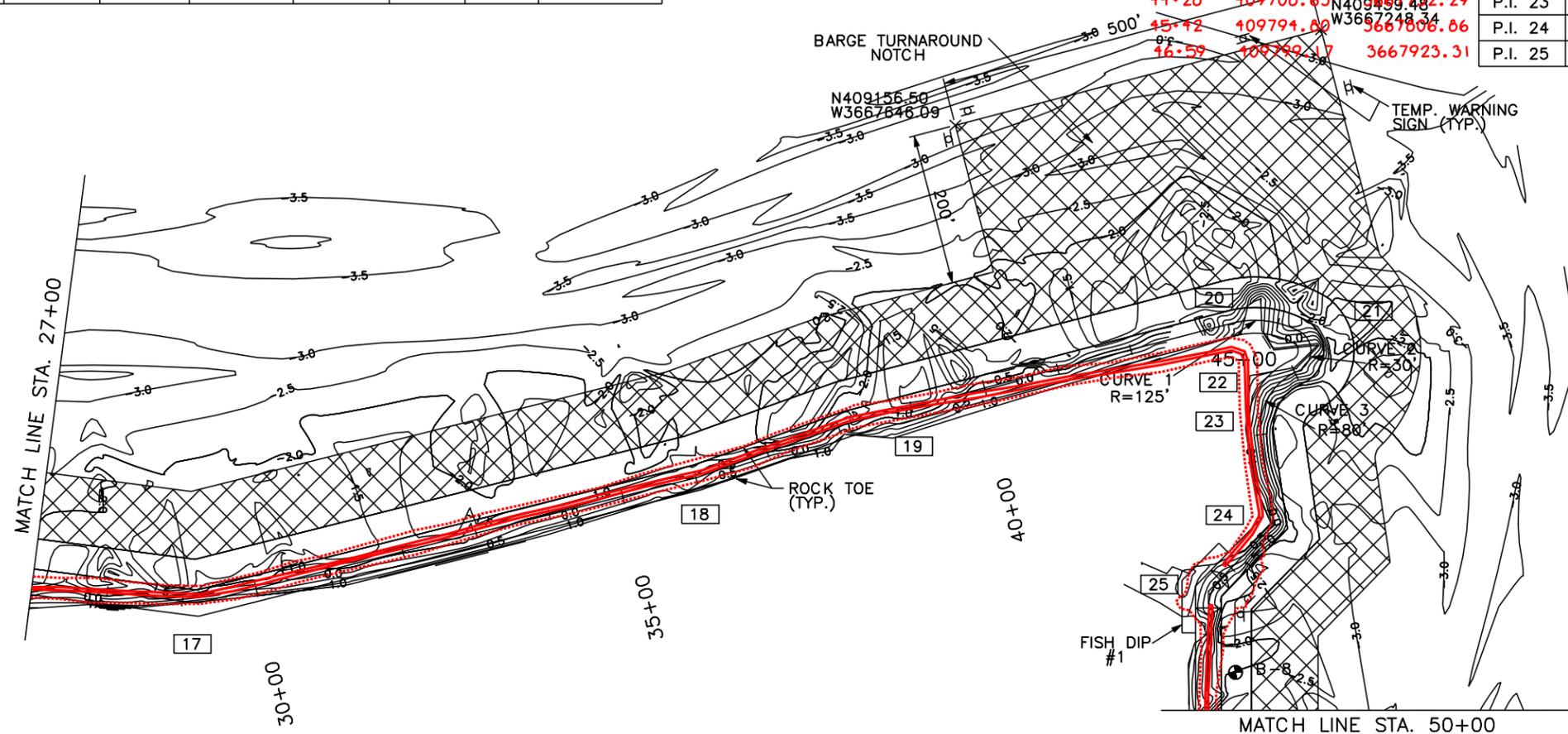
CURVE	PC STA.	PC		PT STA.	PT		L	T	Δ
		X	Y		X	Y			
1	43+42.24	3667811.40	409424.21	44+35.44	3667767.12	409503.78	93.20	48.89	42°43'13.7"
2	44+35.44	3667767.12	409503.78	44+98.60	3667813.18	409528.18	63.16	52.62	120°37'11.9"
3	44+98.60	3667813.18	409528.18	45+98.11	3667905.50	409541.10	99.51	57.35	71°16'1.8"

NOTE :  
ALL RADII AND CURVE  
DATA REFER TO  
C/L ROCK REVETMENT



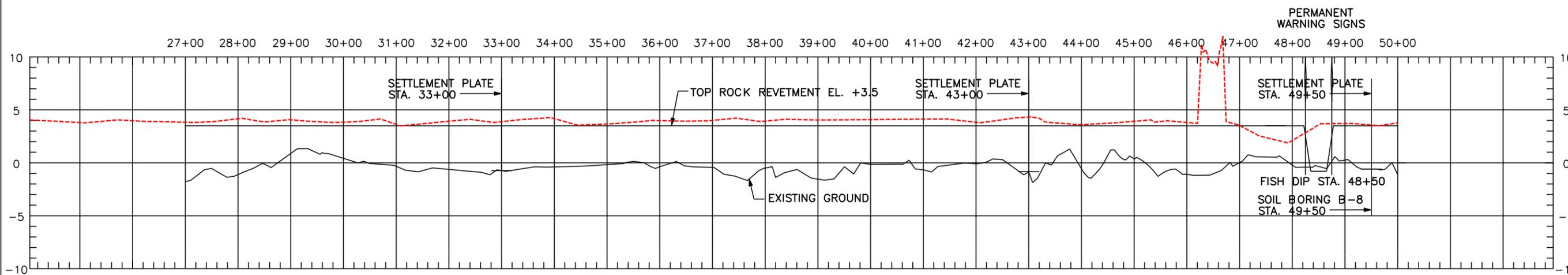
COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 17	29+20.27	406285.22	3668760.48
P.I. 18	36+11.39	409174.26	3668222.53
P.I. 19	38+12.41	409286.98	3668044.15
P.I. 20	43+42.24	409608.04	3667622.66
P.I. 21	44+35.44	409687.60	3667570.38
P.I. 22	44+98.60	409712.00	3667624.44
P.I. 23	45.98+11	409724.92	3667716.76
P.I. 24	47+19.35	409812.76	3667800.32
P.I. 25	48+43.09	409799.17	3667923.31

NOTE: SEE DWG. 26 OF 29  
FOR FISH DIP DETAILS.



LEGEND

- ⊗ SOIL BORING
- ⊕ PERMANENT WARNING SIGN
- ⊕ TEMPORARY WARNING SIGN
- ▨ FLOTATION ACCESS CHANNEL
- C/L ROCK REVETMENT
- 1 P.I. NUMBER

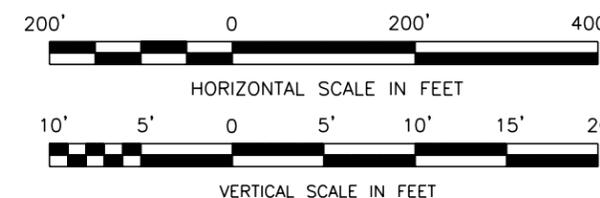


NOTES:

- P.I. COORDINATE LOCATIONS STAKED IN THE FIELD BY THE COTR MAY VARY SLIGHTLY FROM COORDINATES LISTED ABOVE DUE TO SHORELINE RECESSON.
- FINAL SETTLEMENT PLATE LOCATION WILL BE STAKED IN THE FIELD BY COTR.

NOTICE:  
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TO LOCATE UTILITY LINES

"AS-BUILT"



BURK-KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 488-5901 FAX (504) 488-1714

DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 5

PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

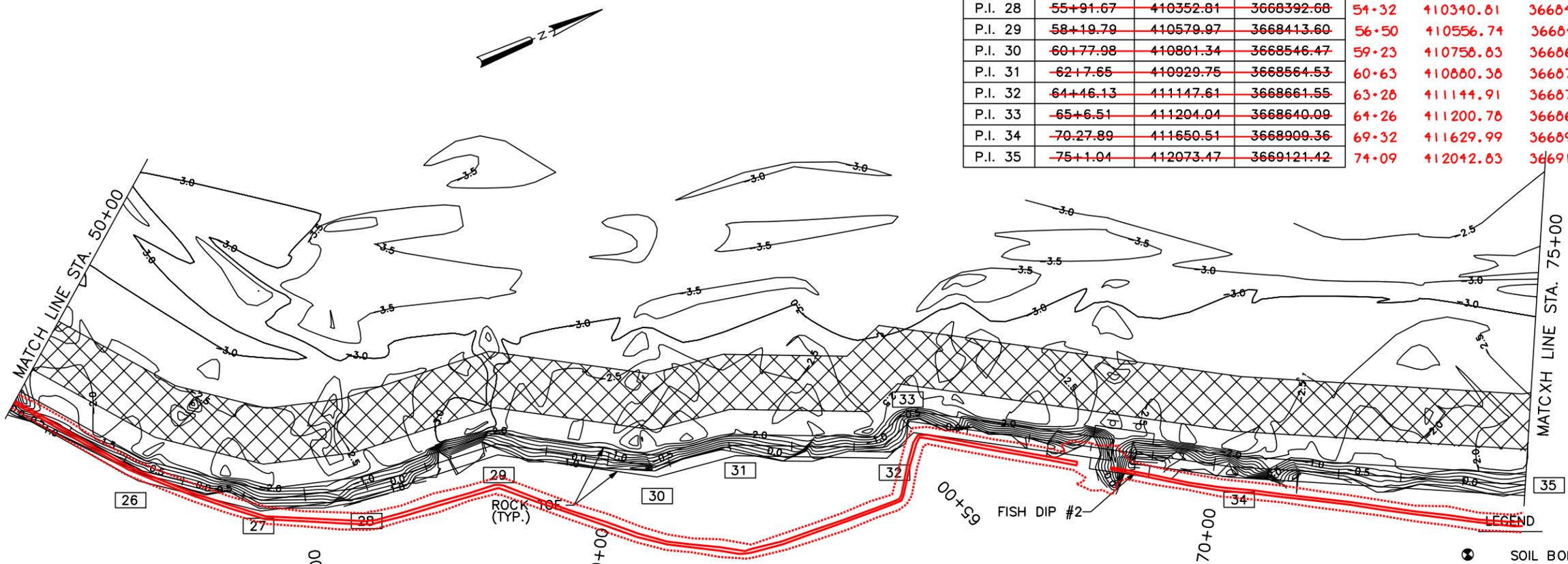
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	APPR.	TITLE

CAD FILE NO.  
DRAWING NO.  
LA-352  
SHT. 5 OF 29

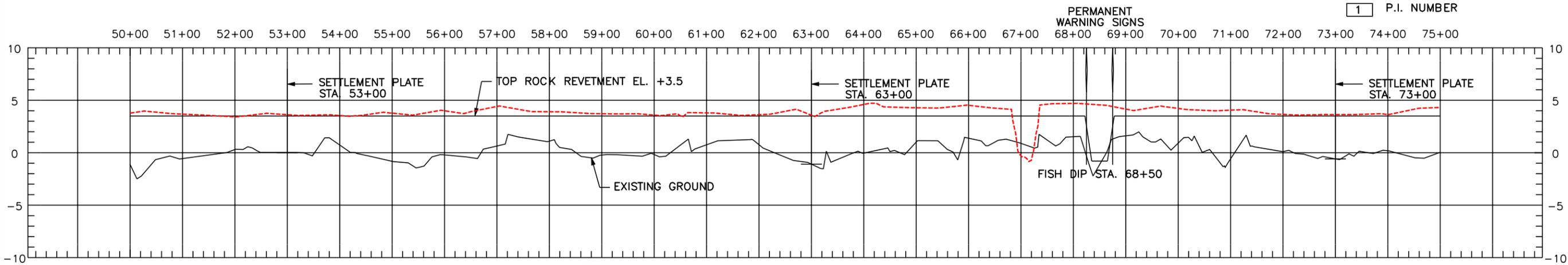
COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 26	<del>52+33.00</del>	<del>410039.77</del>	<del>3668230.14</del>
P.I. 27	<del>54+29.82</del>	<del>410197.15</del>	<del>3668348.33</del>
P.I. 28	<del>55+91.67</del>	<del>410352.81</del>	<del>3668392.68</del>
P.I. 29	<del>58+19.79</del>	<del>410579.97</del>	<del>3668413.60</del>
P.I. 30	<del>60+77.98</del>	<del>410801.34</del>	<del>3668546.47</del>
P.I. 31	<del>62+7.65</del>	<del>410929.75</del>	<del>3668564.53</del>
P.I. 32	<del>64+46.13</del>	<del>411147.61</del>	<del>3668661.55</del>
P.I. 33	<del>65+6.51</del>	<del>411204.04</del>	<del>3668640.09</del>
P.I. 34	<del>70+27.89</del>	<del>411650.51</del>	<del>3668909.36</del>
P.I. 35	<del>75+1.04</del>	<del>412073.47</del>	<del>3669121.42</del>

50+50	410031.02	3668238.76
52+55	410183.75	3668374.94
54+32	410340.81	3668457.65
56+50	410556.74	3668483.81
59+23	410758.83	3668666.86
60+63	410880.38	3668737.59
63+28	411144.91	3668757.13
64+26	411200.78	3668677.49
69+32	411629.99	3668946.78
74+09	412042.83	3669185.47



- LEGEND
- SOIL BORING
  - PERMANENT WARNING SIGN
  - TEMPORARY WARNING SIGN
  - FLOTATION ACCESS CHANNEL
  - C/L ROCK REVETMENT
  - P.I. NUMBER

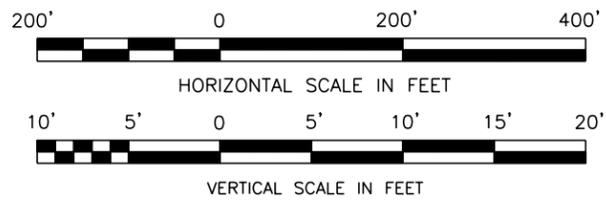
NOTE: SEE DWG. 26 OF 29 FOR FISH DIP DETAILS



- NOTES:
- P.I. COORDINATE LOCATIONS STAKED IN THE FIELD BY THE COTR MAY VARY SLIGHTLY FROM COORDINATES LISTED ABOVE DUE TO SHORELINE RESSION.
  - FINAL SETTLEMENT PLATE LOCATION WILL BE STAKED IN THE FIELD BY COTR.

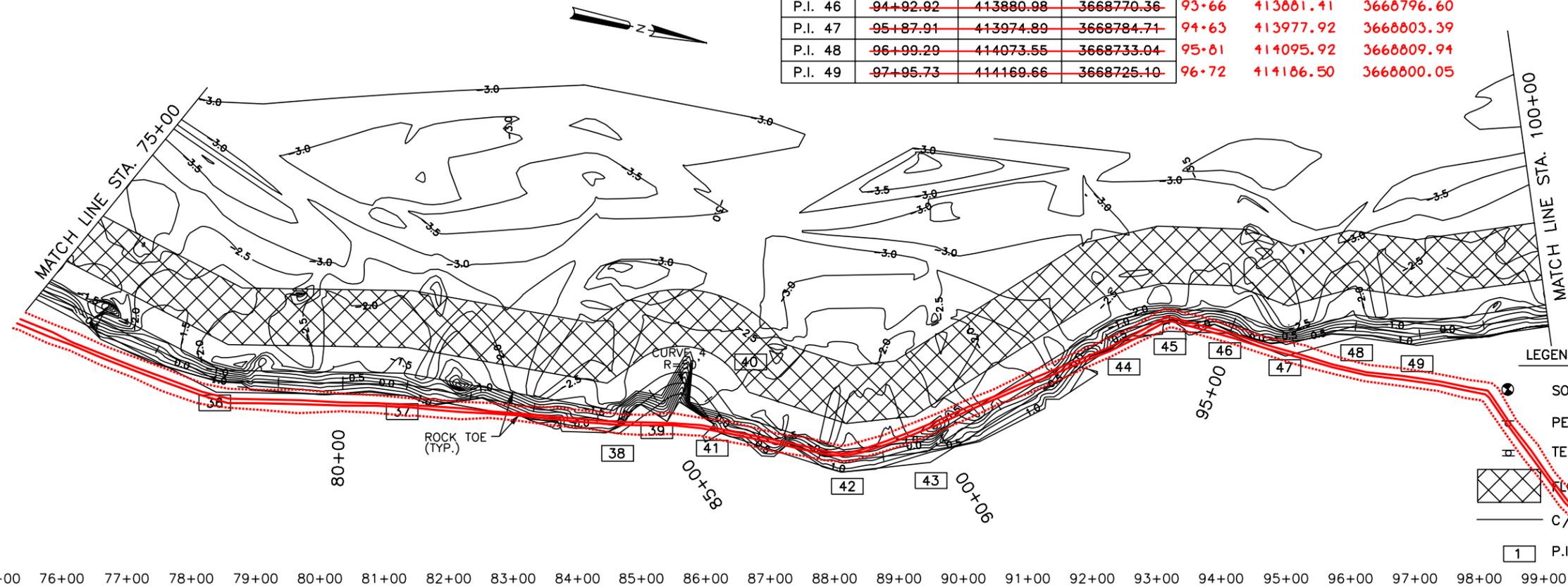
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 TO LOCATE UTILITY LINES

"AS-BUILT"

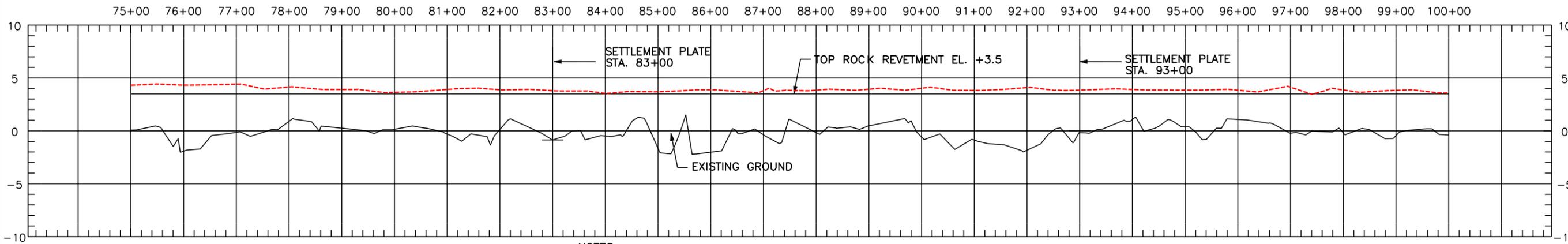


CURVE	PC STA.	PC		PT STA.	PT		L	T	Δ
		X	Y		X	Y			
4	85+16.32	3669062.26	413043.30	85+94.39	3669057.83	413113.54	78.07	49.54	89°28'0.4"

COORDINATES						
P.I. No.	STATION	NORTHING	EASTING			
P.I. 36	<del>78+7.53</del>	<del>412369.91</del>	<del>3669199.26</del>	77+39	412368.86	3669234.96
P.I. 37	<del>80+94.58</del>	<del>412651.10</del>	<del>3669141.56</del>	80+31	412656.26	3669182.98
P.I. 38	<del>84+29.11</del>	<del>412985.34</del>	<del>3669127.41</del>	83+67	412989.24	3669135.62
P.I. 39	<del>85+16.32</del>	<del>413043.30</del>	<del>3669062.26</del>	84+80	413099.37	3669112.16
P.I. 40	<del>85+94.39</del>	<del>413113.54</del>	<del>3669057.83</del>			
P.I. 41	<del>86+47.21</del>	<del>413153.33</del>	<del>3669092.56</del>	85+26	413144.98	3669112.40
P.I. 42	<del>88+36.44</del>	<del>413341.77</del>	<del>3669109.79</del>	87+22	413341.70	3669109.81
P.I. 43	<del>89+67.56</del>	<del>413465.95</del>	<del>3669067.66</del>	88+51	413453.67	3669047.67
P.I. 44	<del>93+17.69</del>	<del>413714.82</del>	<del>3668821.39</del>	91+94	413730.10	3668843.16
P.I. 45	<del>93+96.08</del>	<del>413785.77</del>	<del>3668788.09</del>	92+71	413786.82	3668791.28
P.I. 46	<del>94+92.92</del>	<del>413880.98</del>	<del>3668770.36</del>	93+66	413881.41	3668796.60
P.I. 47	<del>95+87.91</del>	<del>413974.89</del>	<del>3668784.71</del>	94+63	413977.92	3668803.39
P.I. 48	<del>96+99.29</del>	<del>414073.55</del>	<del>3668733.04</del>	95+81	414095.92	3668809.94
P.I. 49	<del>97+95.73</del>	<del>414169.66</del>	<del>3668725.10</del>	96+72	414186.50	3668800.05



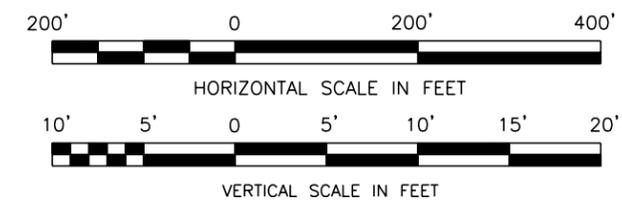
- LEGEND
- SOIL BORING
  - PERMANENT WARNING SIGN
  - TEMPORARY WARNING SIGN
  - FLotation ACCESS CHANNEL
  - C/L ROCK REVETMENT
  - P.I. NUMBER



- NOTES:
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"AS-BUILT"



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(504) 486-5901 FAX (504) 486-1714

DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 7

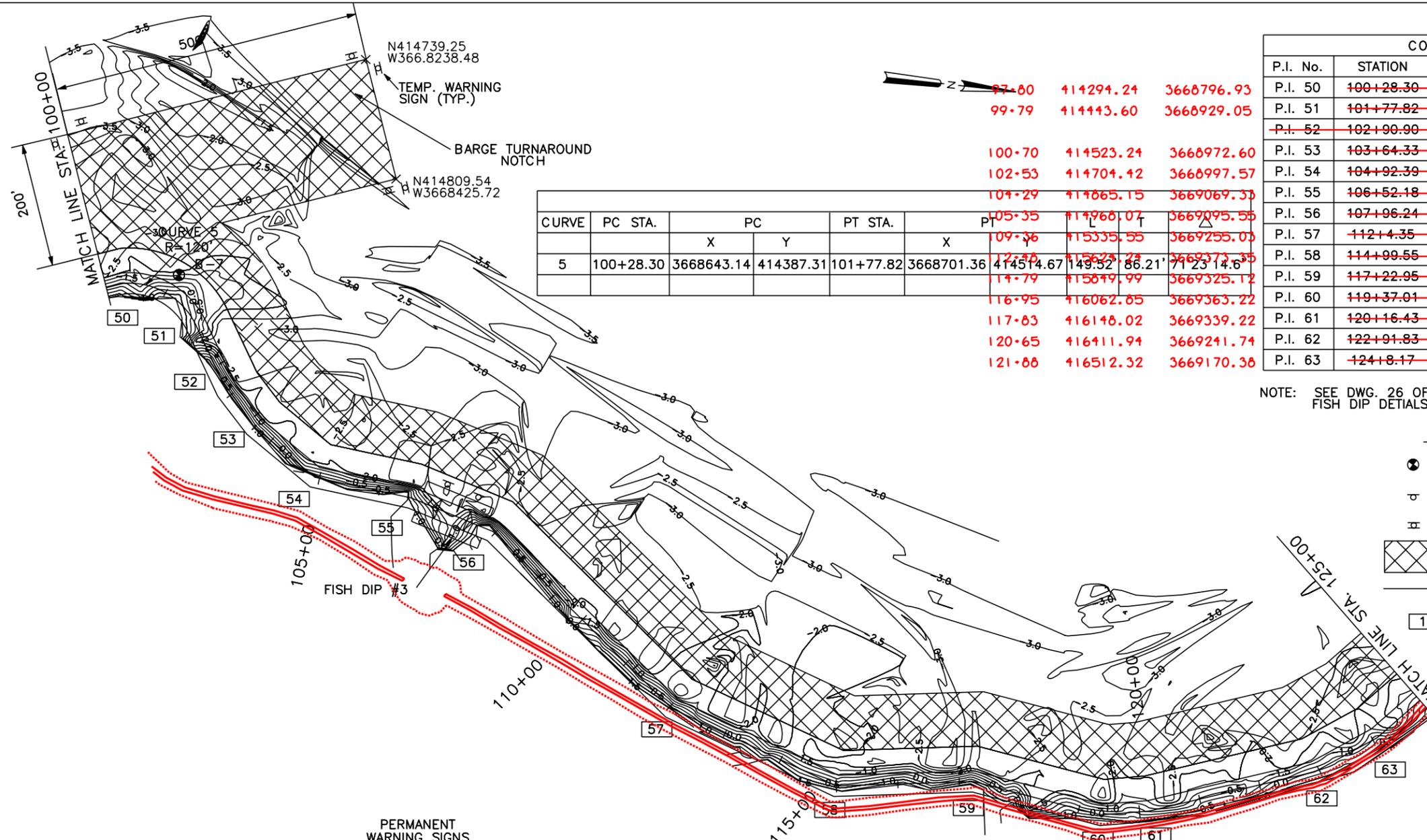
PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

REVISIONS

NO.	DATE	APPR.	TITLE

CAD FILE NO.  
DRAWING NO.  
LA-352  
SHT. 7 OF 29



CURVE	PC STA.	PC		PT STA.	PT
		X	Y		
5	100+28.30	3668643.14	414387.31	101+77.82	3668701.36

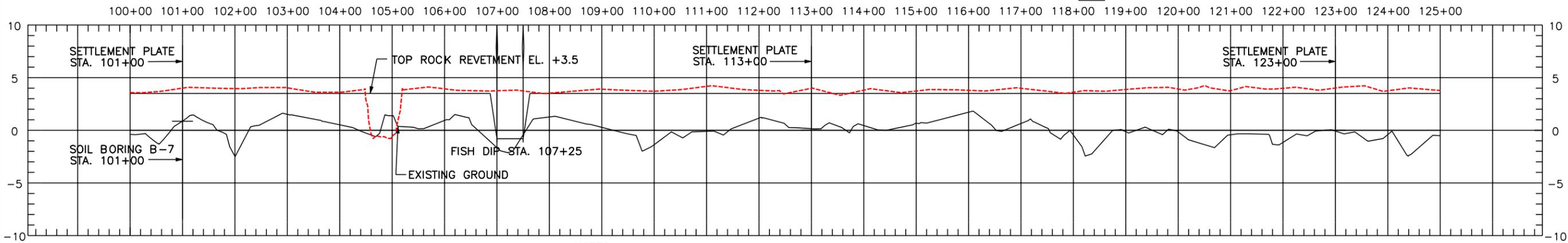
P.I. No.	STATION	NORTHING	EASTING
97-80	414294.24	3668796.93	
99-79	414443.60	3668929.05	
100-70	414523.24	3668972.60	
102-53	414704.42	3668997.57	
104-29	414865.15	3669069.35	
105-35	414966.07	3669095.55	
109-36	415335.55	3669255.05	
121-88	416512.32	3669170.38	

COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 50	100+28.30	414387.31	3668643.14
P.I. 51	101+77.82	414514.67	3668701.36
P.I. 52	102+190.90	414573.84	3668797.72
P.I. 53	103+64.33	414624.68	3668850.71
P.I. 54	104+92.39	414731.60	3668921.19
P.I. 55	106+52.18	414890.59	3668937.10
P.I. 56	107+96.24	415029.08	3668976.76
P.I. 57	112+4.35	415349.44	3669229.59
P.I. 58	114+99.55	415628.80	3669325.00
P.I. 59	117+22.95	415849.94	3669293.24
P.I. 60	119+37.01	416061.73	3669324.26
P.I. 61	120+16.43	416139.69	3669309.09
P.I. 62	122+91.83	416399.11	3669216.65
P.I. 63	124+8.17	416494.52	3669150.07

NOTE: SEE DWG. 26 OF 29 FISH DIP DETAILS

LEGEND

- SOIL BORING
- PERMANENT WARNING SIGN
- TEMPORARY WARNING SIGN
- FLOTATION ACCESS CHANNEL
- C/L ROCK REVETMENT
- P.I. NUMBER

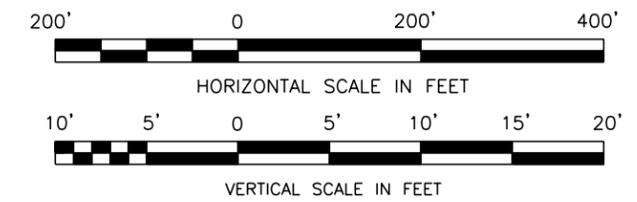


NOTES:

- P.I. COORDINATE LOCATIONS STAKED IN THE FIELD BY THE COTR MAY VARY SLIGHTLY FROM COORDINATES LISTED ABOVE DUE TO SHORELINE RESSION.
- FINAL SETTLEMENT PLATE LOCATION WILL BE STAKED IN THE FIELD BY COTR.

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"AS-BUILT"



BURK-KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 488-5901 FAX (504) 488-1714

DESIGNED M. ROBERTS  
CHECKED M. CHOPIN

DATE 1/04  
SCALE AS SHOWN  
SHEET NO. 8

PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	APPR.	TITLE

CAD FILE NO.  
DRAWING NO. LA-352  
SHT. 8 OF 29

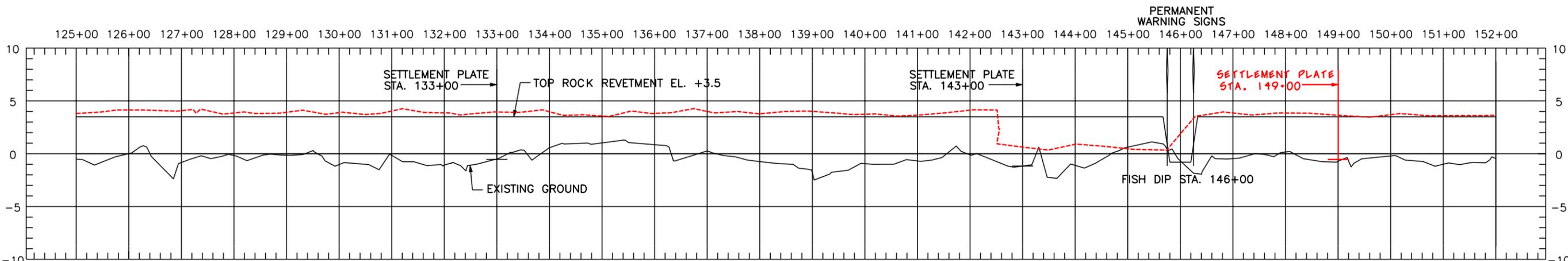
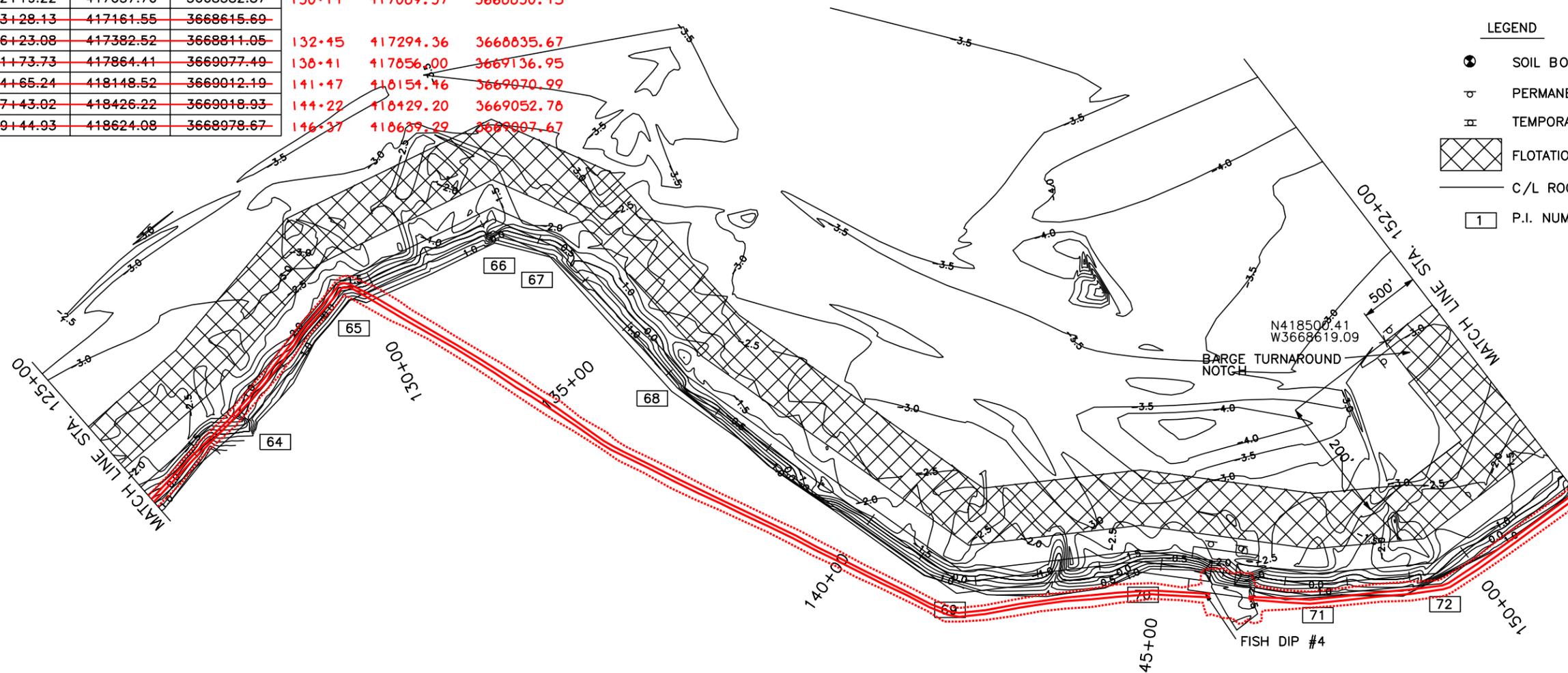
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P.I. No.	STATION	NORTHING	EASTING
P.I. 64	126+96.86	416609.65	3668937.32
P.I. 65	129+52.32	416831.84	3668725.09
P.I. 66	132+19.22	417057.70	3668582.87
P.I. 67	133+28.13	417161.55	3668615.69
P.I. 68	136+23.08	417382.52	3668811.05
P.I. 69	141+73.73	417864.41	3669077.49
P.I. 70	144+65.24	418148.52	3669012.19
P.I. 71	147+43.02	418426.22	3669018.93
P.I. 72	149+44.93	418624.08	3668978.67

124+80 416609.32 3668937.40  
 127+36 416832.26 3668724.89  
 130+14 417089.37 3668830.45  
 132+45 417294.36 3668835.67  
 138+41 417856.00 3669136.95  
 141+47 418154.46 3669070.99  
 144+22 418429.20 3669052.78  
 146+37 418629.29 3668987.67

NOTE: SEE DWG. 26 OF 29  
FISH DIP DETAILS

LEGEND

- SOIL BORING
- ⊕ PERMANENT WARNING SIGN
- ⊕ TEMPORARY WARNING SIGN
- ▨ FLOTATION ACCESS CHANNEL
- C/L ROCK REVETMENT
- 1 P.I. NUMBER

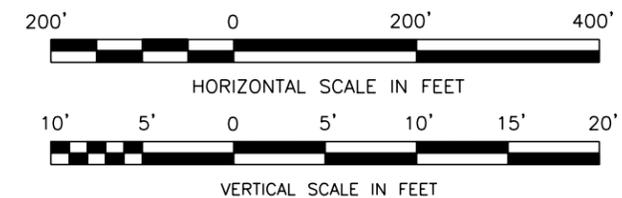


NOTES:

- P.I. COORDINATE LOCATIONS STAKED IN THE FIELD BY THE COTR MAY VARY SLIGHTLY FROM COORDINATES LISTED ABOVE DUE TO SHORELINE RESSION.
- FINAL SETTLEMENT PLATE LOCATION WILL BE STAKED IN THE FIELD BY COTR.

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

"AS-BUILT"



PLAN AND PROFILE  
 BARATARIA BASIN LANDBRIDGE  
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 JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC.  
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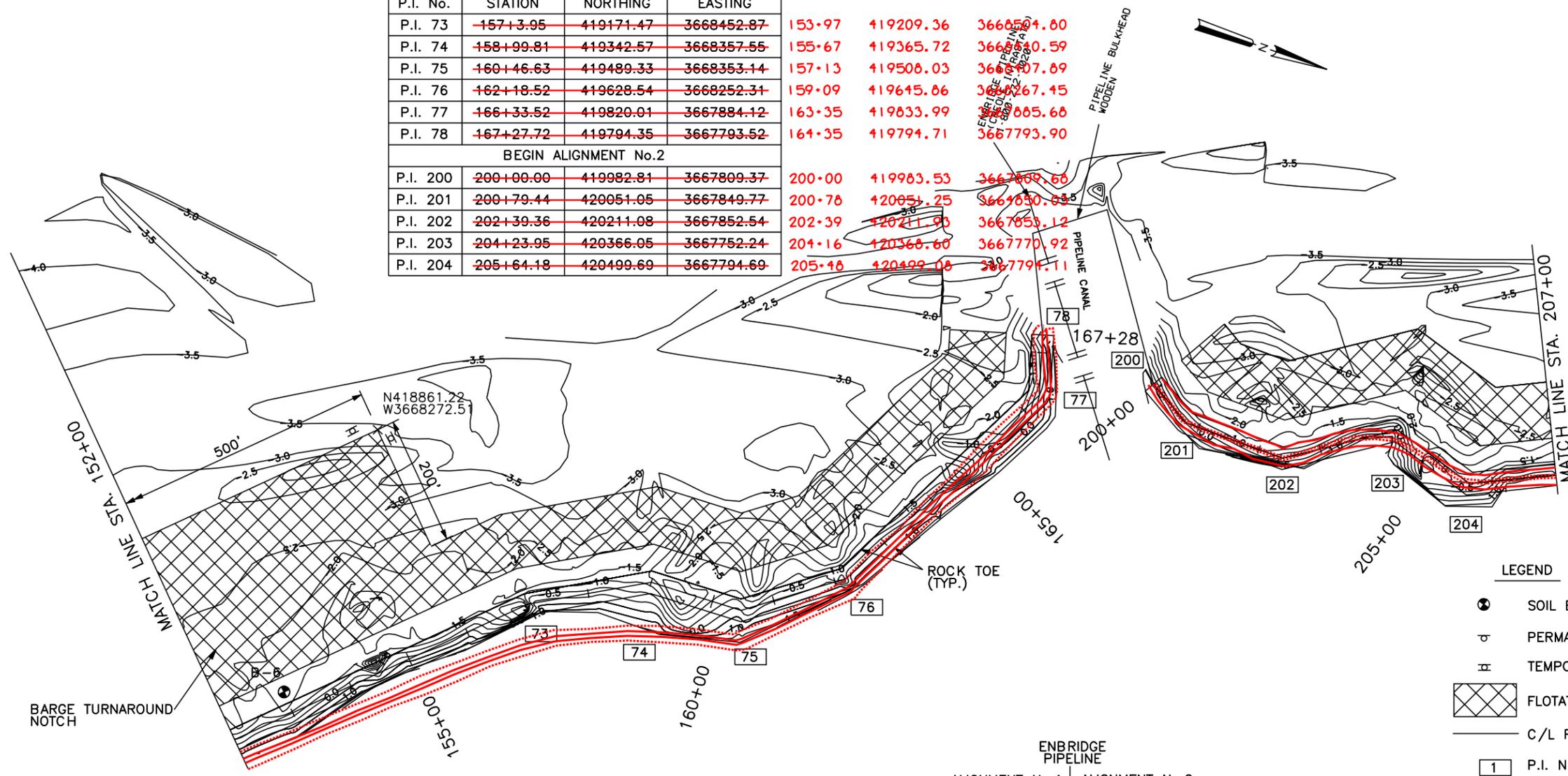
DESIGNED M. ROBERTS  
 CHECKED M. CHOPIN

DATE 1/04  
 SCALE AS SHOWN  
 SHEET NO. 9

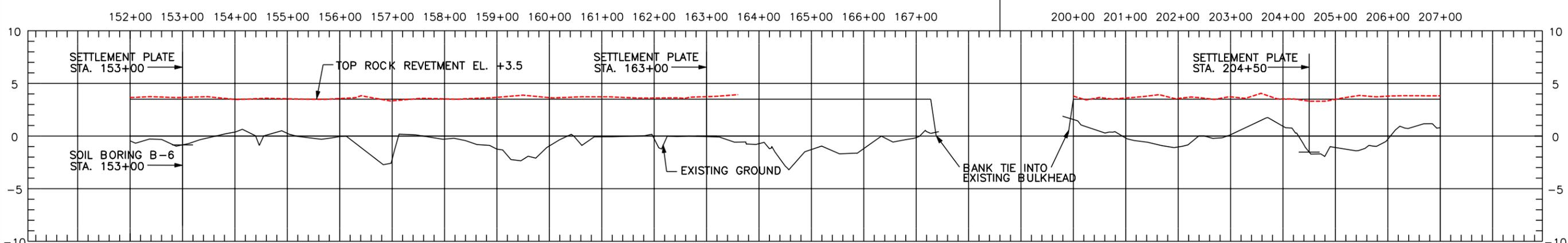
NO.	DATE	APPR.	TITLE

CAD FILE NO.  
 DRAWING NO.  
 LA-352  
 SHT. 9 OF 29

COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 73	157+3.95	419171.47	3668452.87
P.I. 74	158+99.81	419342.57	3668357.55
P.I. 75	160+46.63	419489.33	3668353.14
P.I. 76	162+18.52	419628.54	3668252.31
P.I. 77	166+33.52	419820.01	3667884.12
P.I. 78	167+27.72	419794.35	3667793.52
BEGIN ALIGNMENT No.2			
P.I. 200	200+00.00	419982.81	3667809.37
P.I. 201	200+79.44	420051.05	3667849.77
P.I. 202	202+39.36	420211.08	3667852.54
P.I. 203	204+23.95	420366.05	3667752.24
P.I. 204	205+64.18	420499.69	3667794.69

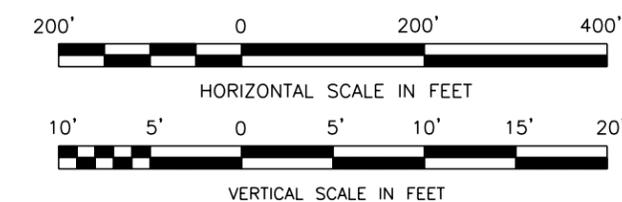


- LEGEND**
- ⊗ SOIL BORING
  - ⊕ PERMANENT WARNING SIGN
  - ⊞ TEMPORARY WARNING SIGN
  - ▨ FLOTATION ACCESS CHANNEL
  - C/L ROCK REVETMENT
  - 1 P.I. NUMBER



- NOTES:**
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TO LOCATE UTILITY LINES



**"AS-BUILT"**

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(504) 488-5901 FAX (504) 488-1714

DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 10

**PLAN AND PROFILE**  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	APPR.	TITLE

CAD FILE NO. \_\_\_\_\_  
DRAWING NO. LA-352  
SHT. 10 OF 29

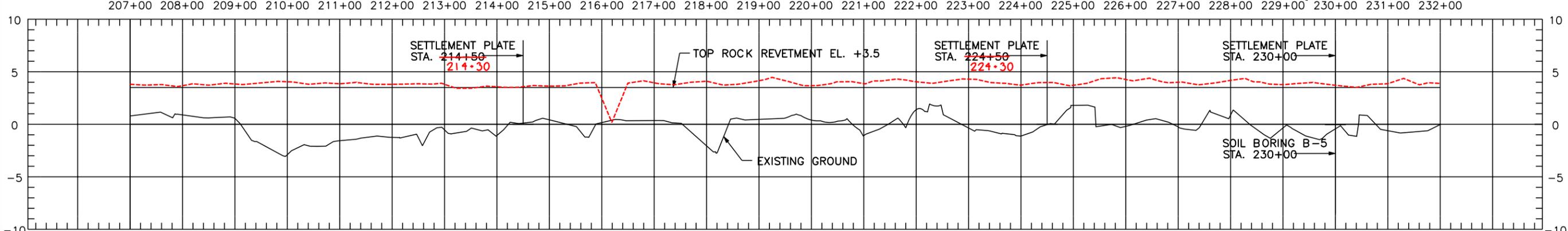
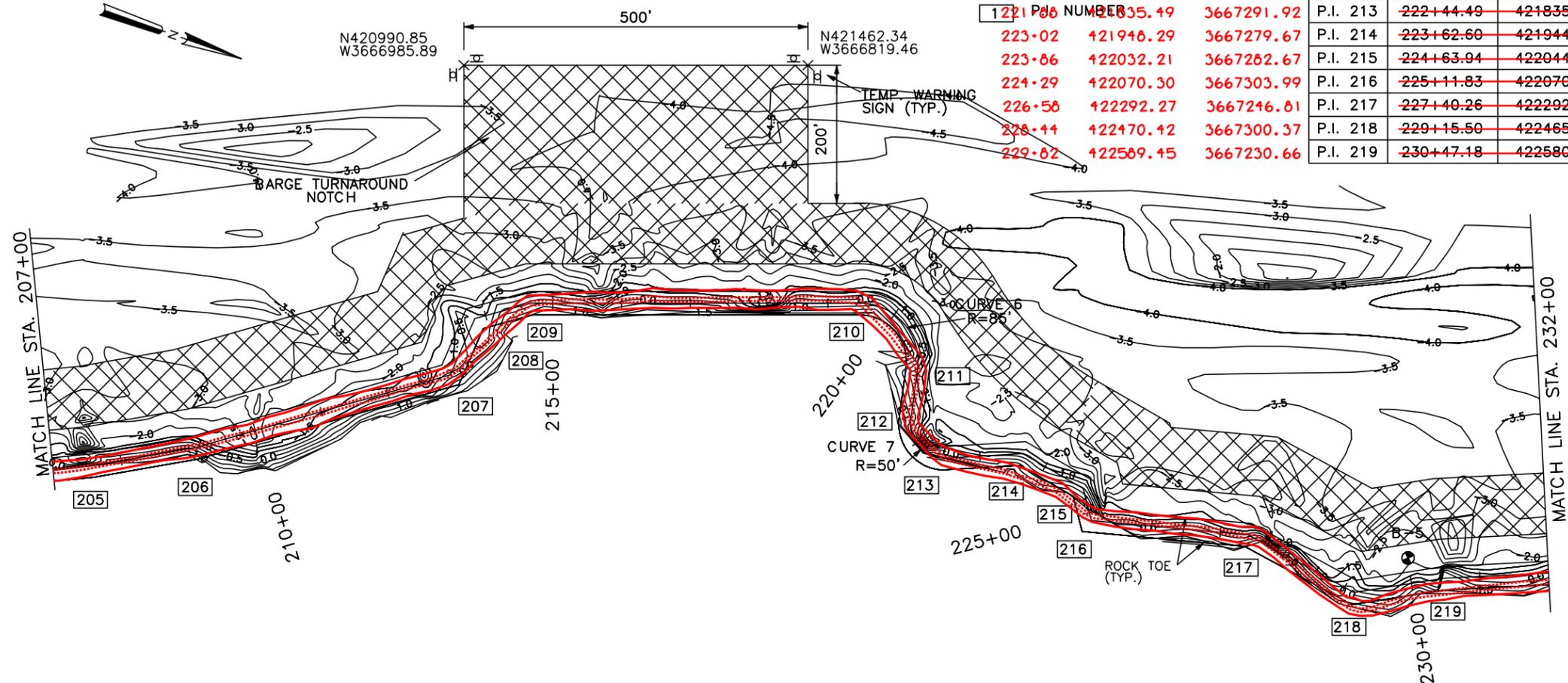
CURVE	PC STA.	PC		PT STA.	PT		L	T	Δ
		X	Y		X	Y			
6	219+49.40	3667118.52	421651.21	220+93.33	3667184.84	421759.92	143.93'	96.11'	97°01'16.5"
7	221+67.01	3667256.98	421774.88	222+44.49	3667291.92	421835.49	77.48'	48.95'	88°46'46.6"

**LEGEND**

- 207+43 SOIL BORING 420675.79 3667713.05
- 206+95 SOIL BORING 420808.61 3667638.21
- ⊕ 212 PERMANENT WARNING SIGN 421151.70 3667415.70
- ⊖ 213+58 TEMPORARY WARNING SIGN 421159.05 3667347.17
- ⊗ 214+36 TEMPORARY WARNING SIGN 421197.03 3667279.21
- ⊠ 219 FLOTATION ACCESS CHANNEL 10.86
- ▨ 220+44 C/L ROCK REVETMENT 421759.92 3667184.84
- ▩ 221+16 C/L ROCK REVETMENT 421774.88 3667256.98
- 121 211 PILE NUMBER 421835.49 3667291.92
- 223+02 421948.29 3667279.67
- 223+86 422032.21 3667282.67
- 224+29 422070.30 3667303.99
- 226+58 422292.27 3667246.81
- 228+44 422470.42 3667300.37
- 229+82 422589.45 3667230.66

**COORDINATES**

P.I. No.	STATION	NORTHING	EASTING
P.I. 205	207+58.05	420675.36	3667712.66
P.I. 206	209+10.65	420808.36	3667637.85
P.I. 207	212+94.87	421121.78	3667415.59
P.I. 208	213+83.67	421128.05	3667327.02
P.I. 209	214+68.22	421197.51	3667278.80
P.I. 210	219+49.40	421651.21	3667118.52
P.I. 211	220+93.33	421759.92	3667184.84
P.I. 212	221+67.01	421774.88	3667256.98
P.I. 213	222+44.49	421835.49	3667291.92
P.I. 214	223+62.60	421944.41	3667246.26
P.I. 215	224+63.94	422044.04	3667264.83
P.I. 216	225+11.83	422070.62	3667304.66
P.I. 217	227+40.26	422292.02	3667248.42
P.I. 218	229+15.50	422465.10	3667275.86
P.I. 219	230+47.18	422580.95	3667213.26

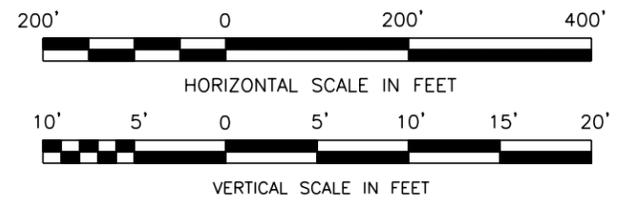


**NOTES:**

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(504) 488-5901 FAX (504) 488-1714

DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 11

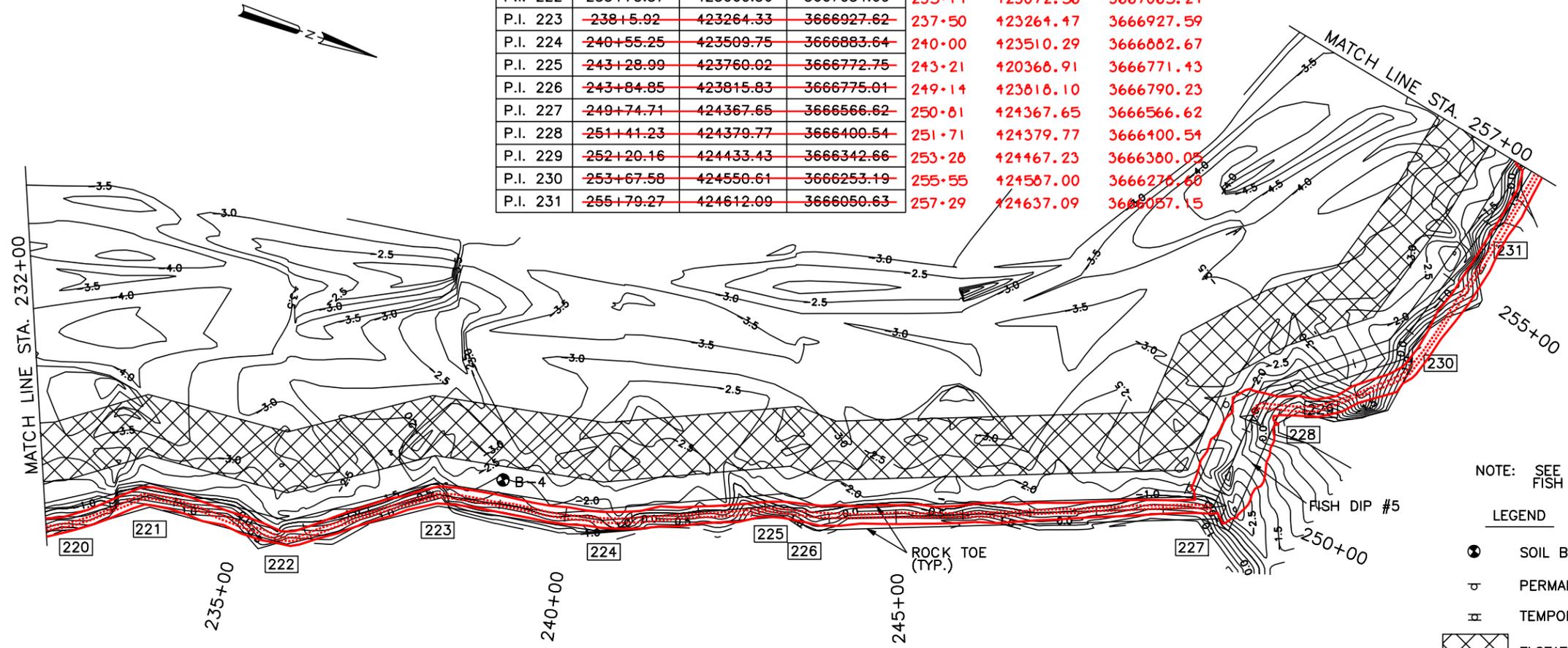
PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	APPR.	TITLE

CAD FILE NO.  
DRAWING NO. LA-352  
SHT. 11 OF 29

COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 220	232+39.17	422758.49	3667140.17
P.I. 221	233+60.68	422857.39	3667060.59
P.I. 222	235+73.37	423069.56	3667054.69
P.I. 223	238+5.92	423264.33	3666927.62
P.I. 224	240+55.25	423509.75	3666883.64
P.I. 225	243+28.99	423760.02	3666772.75
P.I. 226	243+84.85	423815.83	3666775.01
P.I. 227	249+74.71	424367.65	3666566.62
P.I. 228	251+41.23	424379.77	3666400.54
P.I. 229	252+20.16	424433.43	3666342.66
P.I. 230	253+67.58	424550.61	3666253.19
P.I. 231	255+79.27	424612.09	3666050.63

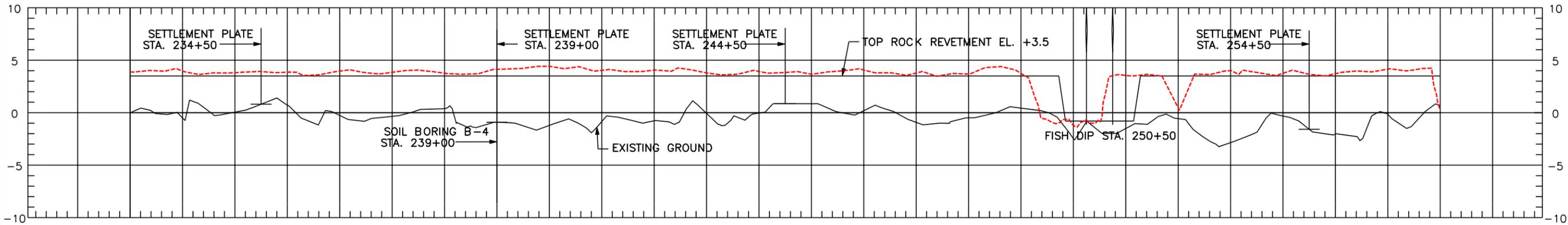


NOTE: SEE DWG. 26 OF 29  
FISH DIP DETAILS

LEGEND

- SOIL BORING
- ⊕ PERMANENT WARNING SIGN
- ⊖ TEMPORARY WARNING SIGN
- ▨ FLOTATION ACCESS CHANNEL
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232+00 233+00 234+00 235+00 236+00 237+00 238+00 239+00 240+00 241+00 242+00 243+00 244+00 245+00 246+00 247+00 248+00 249+00 250+00 251+00 252+00 253+00 254+00 255+00 256+00 257+00

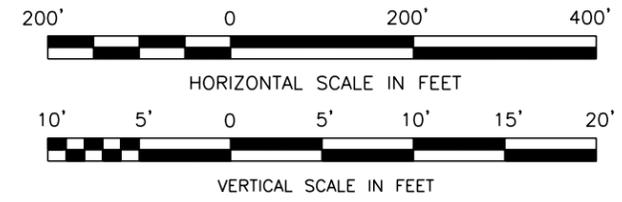


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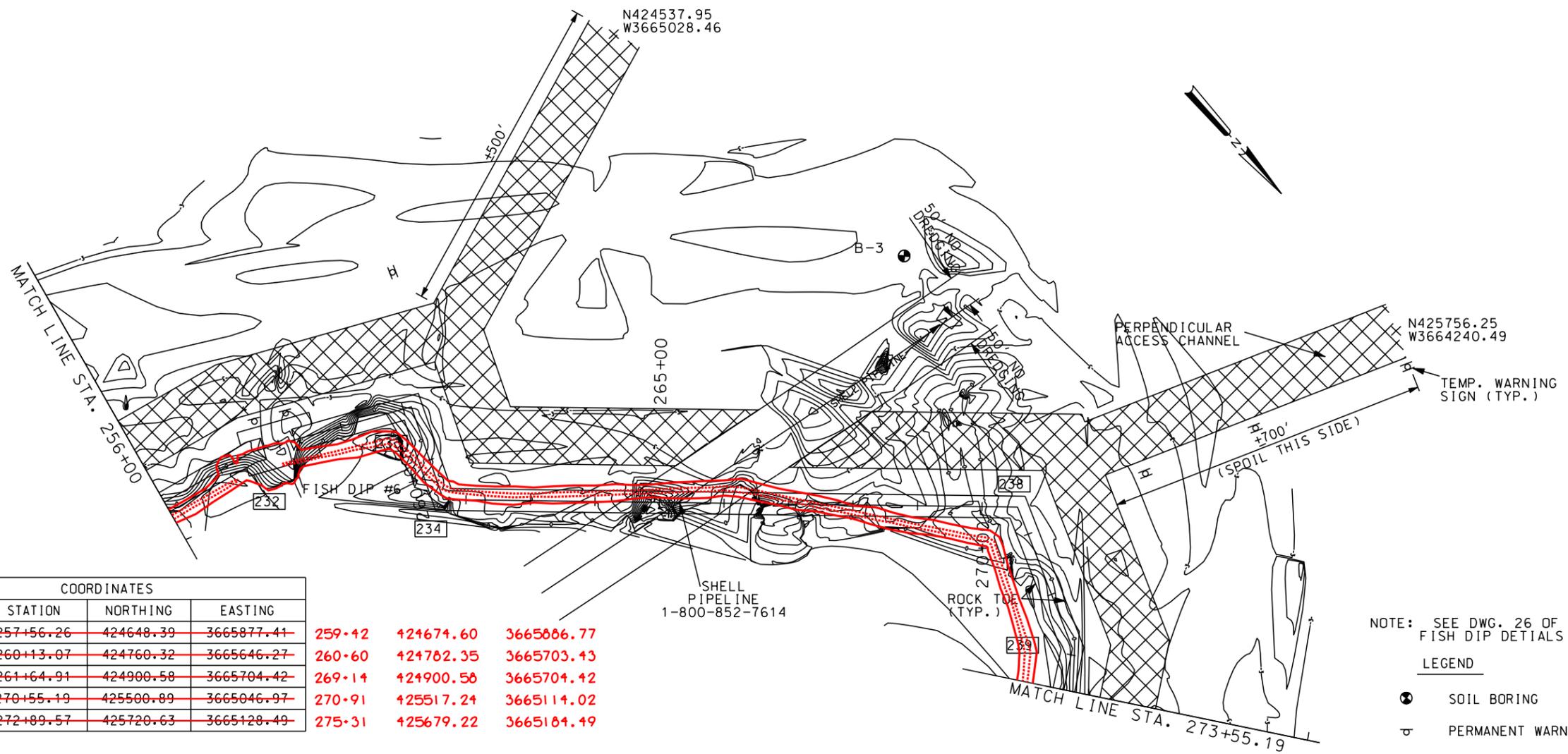
DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN  
DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 12

PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	APPR.	TITLE

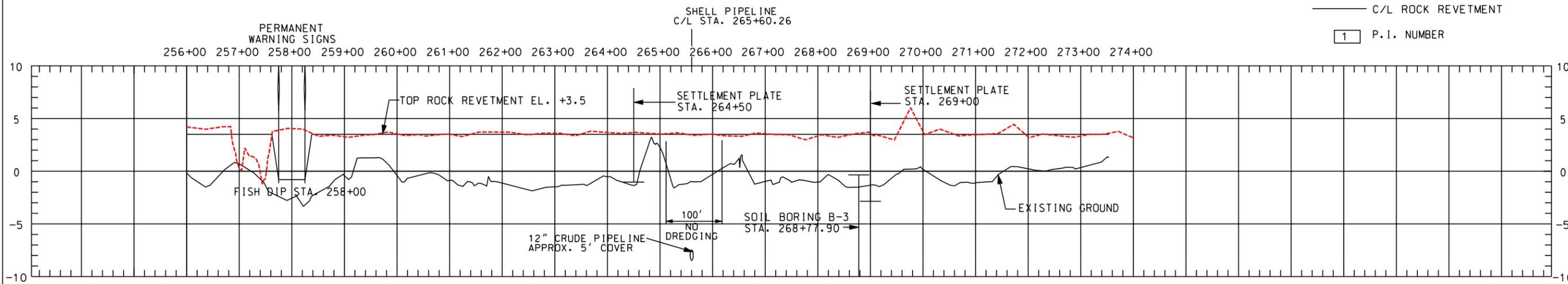
CAD FILE NO.  
DRAWING NO.  
LA-352  
SHT. 12 OF 29



COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 232	<del>257+56.26</del>	<del>424648.39</del>	<del>3665877.41</del>
P.I. 233	<del>260+13.07</del>	<del>424760.32</del>	<del>3665646.27</del>
P.I. 234	<del>261+64.91</del>	<del>424900.58</del>	<del>3665704.42</del>
P.I. 238	<del>270+55.19</del>	<del>425500.89</del>	<del>3665046.97</del>
P.I. 239	<del>272+89.57</del>	<del>425720.63</del>	<del>3665128.49</del>
	<b>259+12</b>	<b>421674.60</b>	<b>3665886.77</b>
	<b>260+60</b>	<b>421782.35</b>	<b>3665703.13</b>
	<b>269+14</b>	<b>421900.58</b>	<b>3665704.42</b>
	<b>270+91</b>	<b>425517.24</b>	<b>3665114.02</b>
	<b>275+31</b>	<b>425679.22</b>	<b>3665184.49</b>

NOTE: SEE DWG. 26 OF 29  
FISH DIP DETAILS

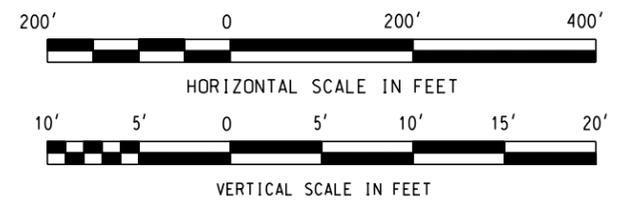
- LEGEND
- SOIL BORING
  - PERMANENT WARNING SIGN
  - TEMPORARY WARNING SIGN
  - FLotation ACCESS CHANNEL
  - C/L ROCK REVETMENT
  - P.I. NUMBER



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DESIGNED: M. ROBERTS  
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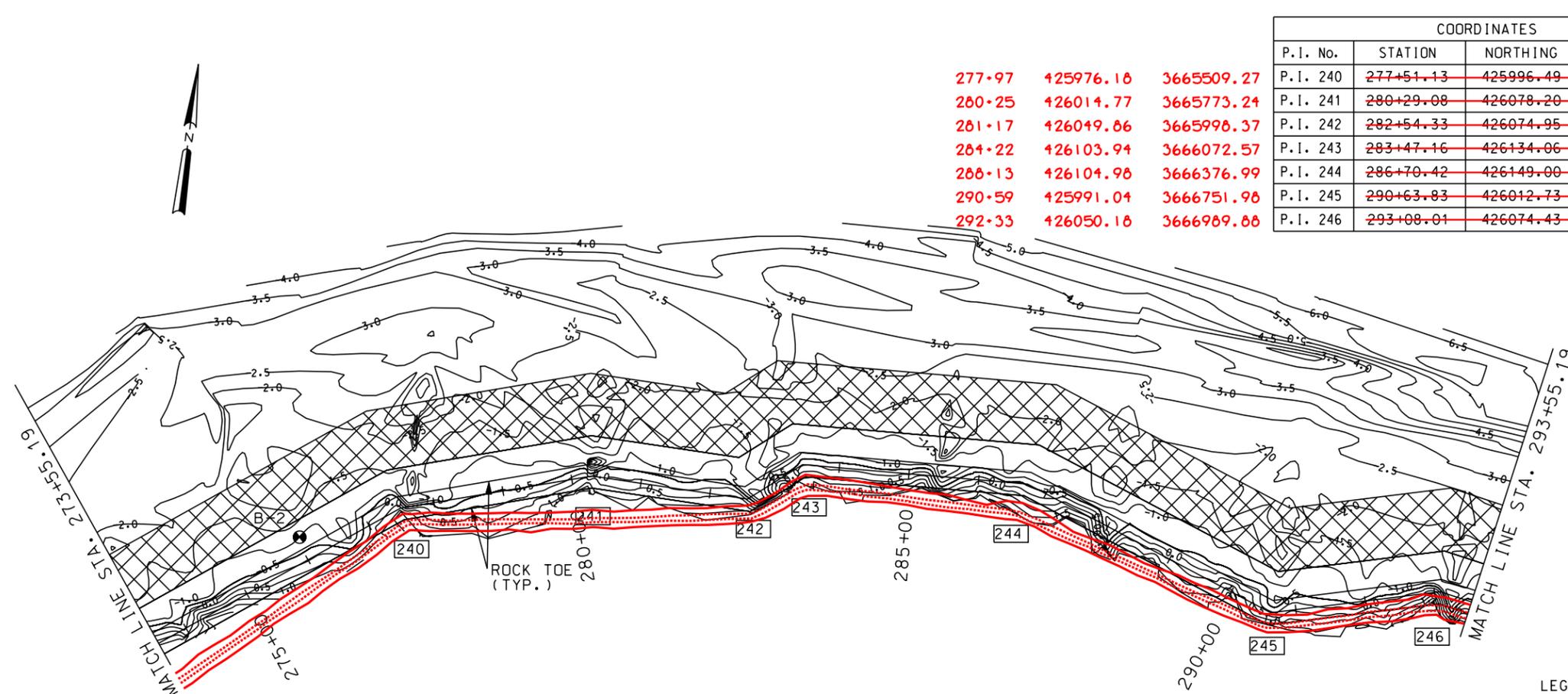
DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 13

PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

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CAD FILE NO.  
DRAWING NO.  
LA-352  
SHT. 13 OF 29

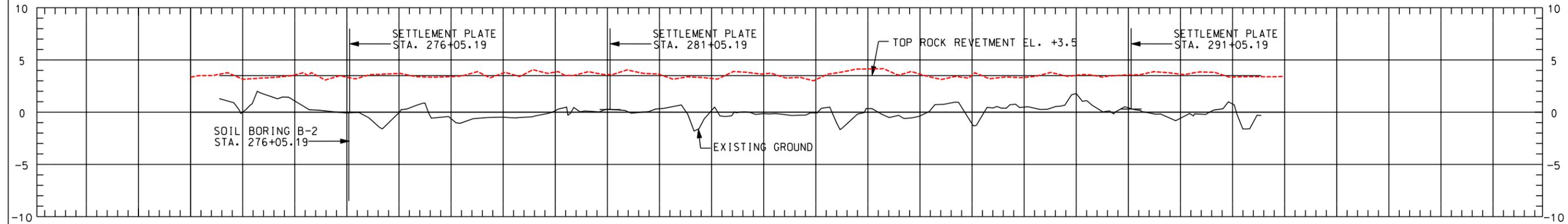


277+97	425976.18	3665509.27
280+25	426014.77	3665773.24
281+17	426049.86	3665998.37
284+22	426103.94	3666072.57
288+13	426104.98	3666376.99
290+59	425991.04	3666751.98
292+33	426050.18	3666989.88

COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 240	277+51.13	425996.49	3665498.56
P.I. 241	280+29.08	426078.20	3665764.22
P.I. 242	282+54.33	426074.95	3665989.44
P.I. 243	283+47.16	426134.06	3666061.04
P.I. 244	286+70.42	426149.00	3666383.94
P.I. 245	290+63.83	426012.73	3666753.00
P.I. 246	293+08.01	426074.43	3666989.26

- LEGEND**
- SOIL BORING
  - ⊕ PERMANENT WARNING SIGN
  - ⊕ TEMPORARY WARNING SIGN
  - ▨ FLOTATION ACCESS CHANNEL
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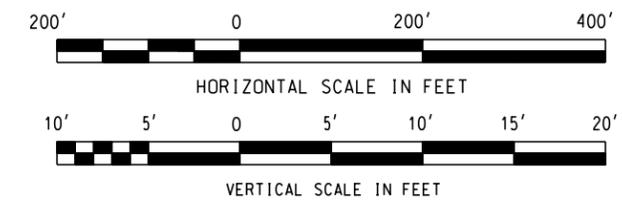
273+00 274+00 275+00 276+00 277+00 278+00 279+00 280+00 281+00 282+00 283+00 284+00 285+00 286+00 287+00 288+00 289+00 290+00 291+00 292+00 293+00 294+00



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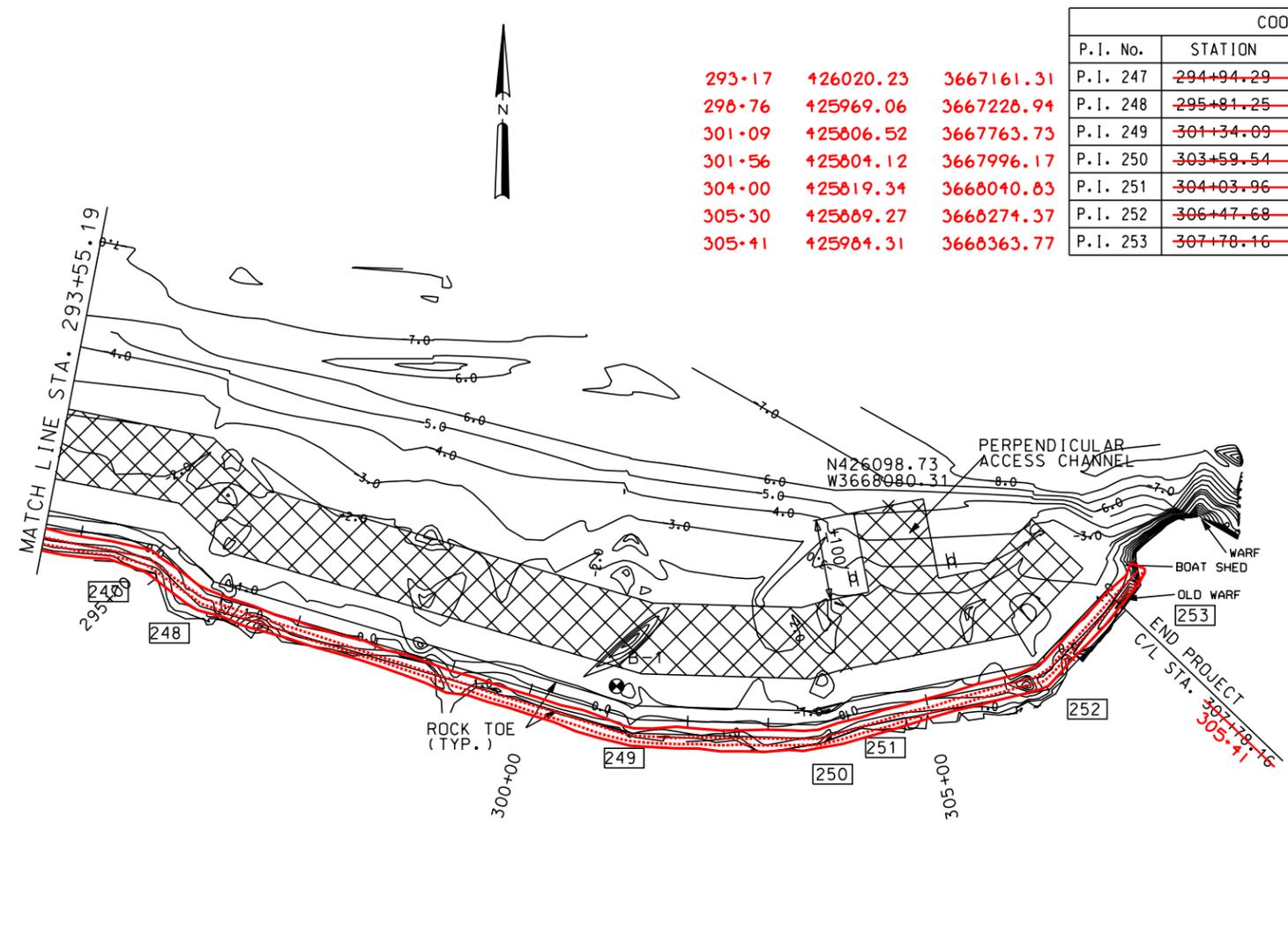
DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 14

PLAN AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	TITLE

CAD FILE NO.  
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LA-352  
SHT. 14 OF 29



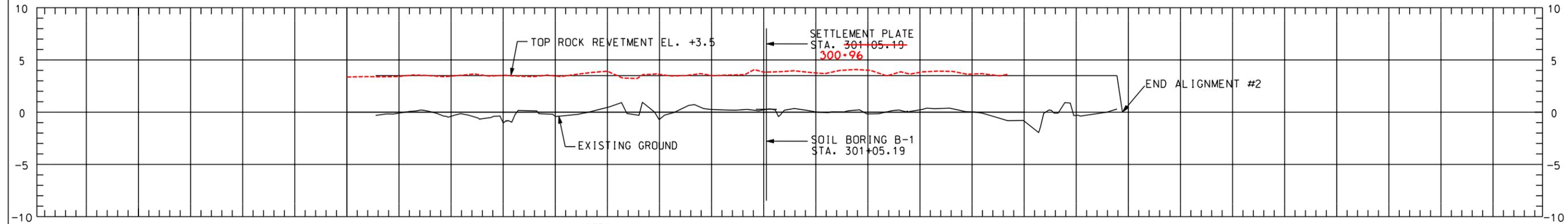
P.I. No.	STATION	NORTHING	EASTING
293+17	426020.23	3667161.31	
296+76	425969.06	3667228.94	
301+09	425806.52	3667763.73	
301+56	425804.12	3667996.17	
304+00	425819.34	3668040.83	
305+30	425889.27	3668274.37	
305+41	425984.31	3668363.77	

COORDINATES			
P.I. No.	STATION	NORTHING	EASTING
P.I. 247	294+94.29	426040.99	3667172.52
P.I. 248	295+81.25	425981.39	3667235.83
P.I. 249	301+34.09	425831.07	3667767.84
P.I. 250	303+59.54	425826.60	3667993.25
P.I. 251	304+03.96	425839.14	3668035.86
P.I. 252	306+47.68	425889.27	3668274.37
P.I. 253	307+78.16	425984.31	3668363.77

NOTE: ACCESS TO BOAT SHED AND OLD WHARF SHALL BE MAINTAINED DURING CONSTRUCTION FOR USE BY CAMP OWNER.

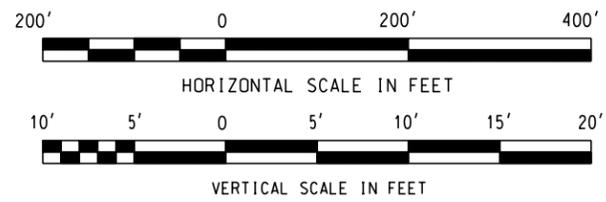
- LEGEND**
- SOIL BORING
  - ⊕ PERMANENT WARNING SIGN
  - ⊕ TEMPORARY WARNING SIGN
  - ▨ FLOTATION ACCESS CHANNEL
  - C/L ROCK REVETMENT
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293+00 294+00 295+00 296+00 297+00 298+00 299+00 300+00 301+00 302+00 303+00 304+00 305+00 306+00 307+00 308+00



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(504) 466-9901 FAX (504) 466-1714

DESIGNED BY: M. ROBERTS  
CHECKED BY: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO.: 15

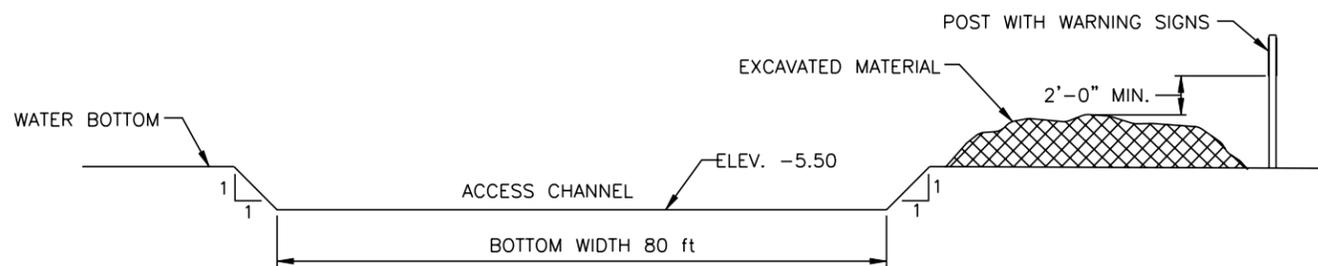
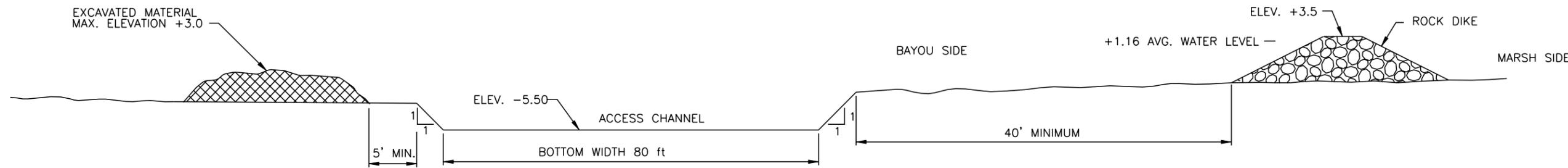
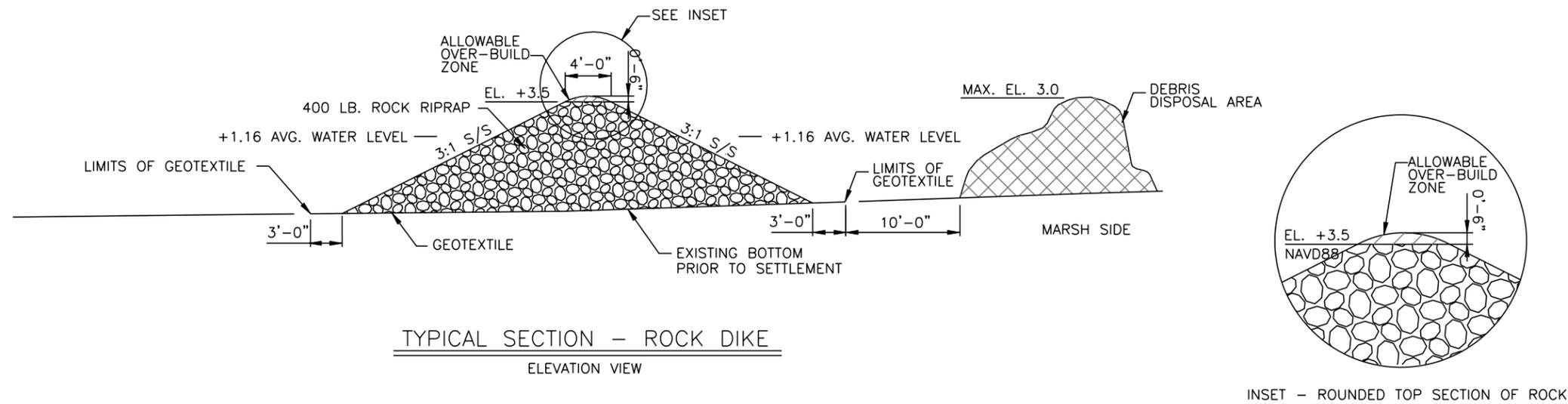
BURL KLEIN PETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 466-9901 FAX (504) 466-1714

PLANNING AND PROFILE  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

NO.	DATE	TITLE

CAD FILE NO. \_\_\_\_\_  
DRAWING NO. LA-352  
SHT. 15 OF 29



**NOTES:**

1. MATERIAL DREDGED FROM THE ACCESS CHANNEL SHALL BE PLACED ON THE BAYOU SIDE OF THE ACCESS CHANNEL CARE SHALL BE TAKEN NOT TO DISTURB THE EXISTING MARSH VEGETATION. CHANNEL SPOIL SHALL BE PULLED BACK INTO THE CHANNEL ONCE CONSTRUCTION HAS BEEN COMPLETED.
2. WHEN EXCAVATED MATERIAL IS PLACED ON THE WATER SIDE, TEMPORARY WARNING SIGNS SHALL BE PLACED & MAINTAINED UNTIL THE NAVIGATION HAZARD IS REMOVED. THE ACCESS CHANNEL SHALL BE BACK-FILLED WITH THE EXCAVATED MATERIAL.

**"AS-BUILT"**

<b>BURK-KLEINPETER, INC.</b>		DATE: 1/04	SCALE: AS SHOWN	SHEET NO. 16
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 486-1714		DESIGNED: M. ROBERTS	CHECKED: M. CHOPIN	BKI JOB NO. 10142
TYPICAL SECTIONS BARATARIA BASIN LANDBRIDGE PROJECT BA-27D-CU 6 JEFFERSON PARISH, LA.		DETAILED: C. SCURICH		

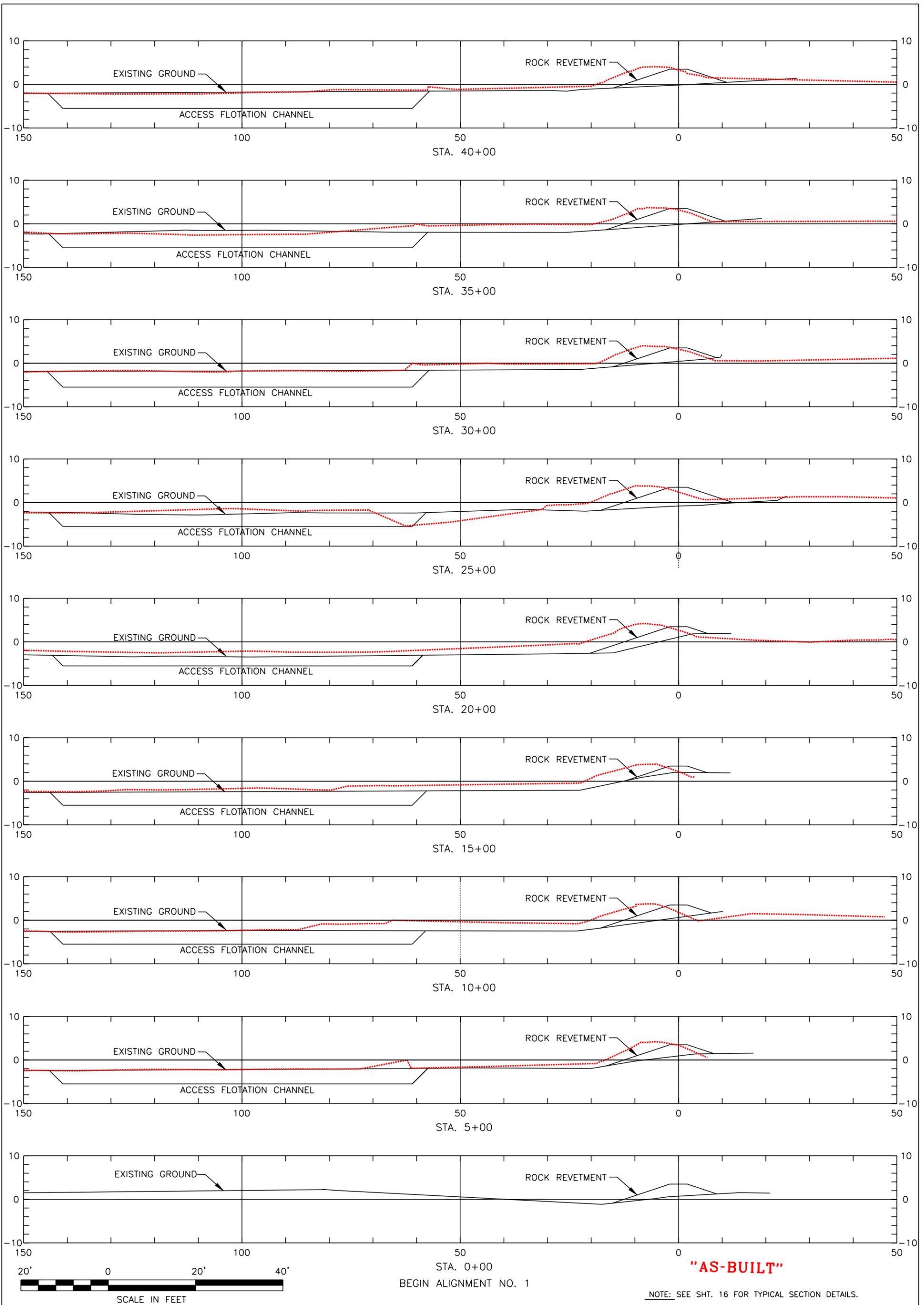
NO.	DATE	APPR.	TITLE

CAD FILE NO. \_\_\_\_\_

DRAWING NO. LA-352

SHEET NO. 16 OF 29

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE



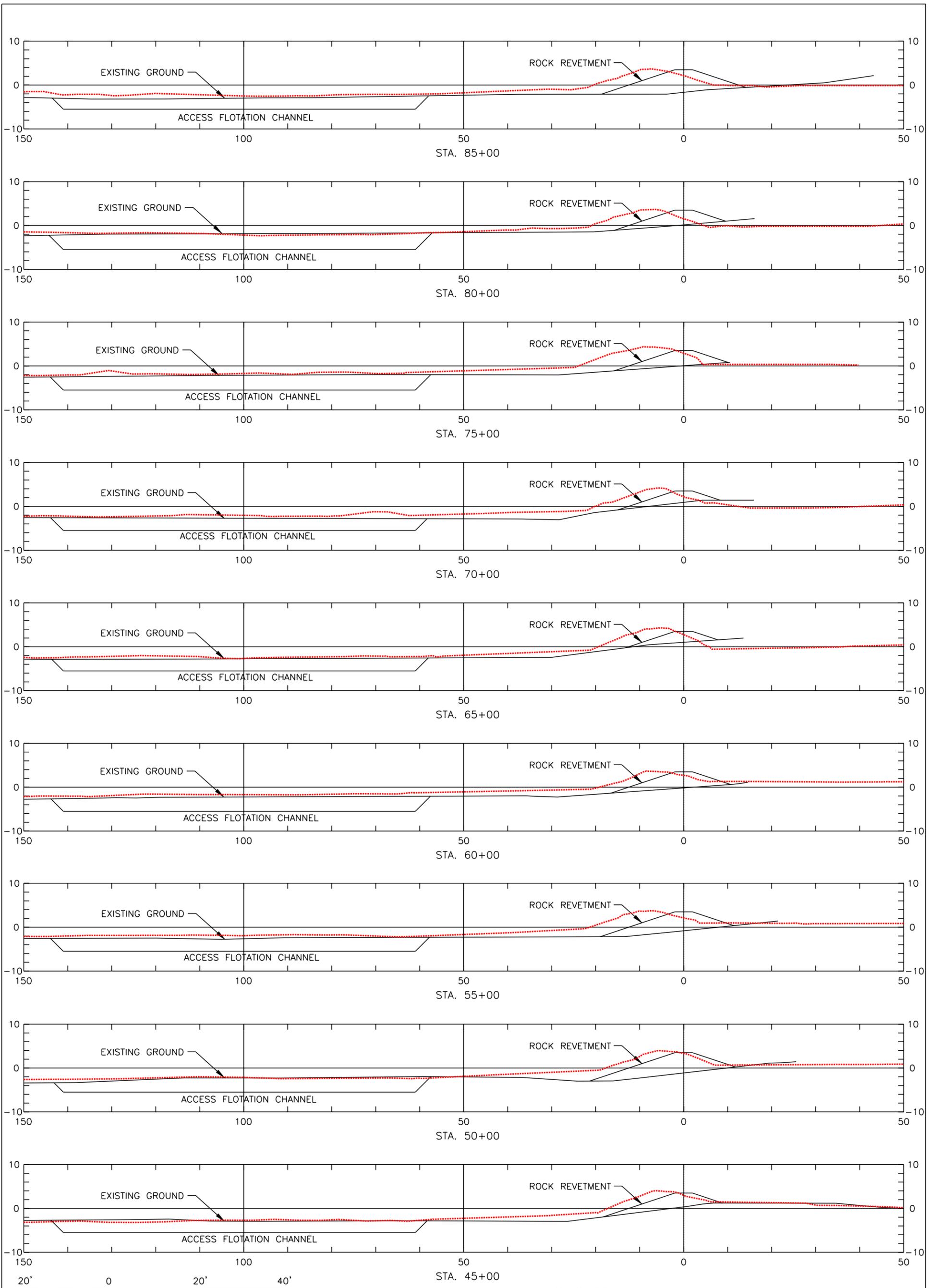
REVISIONS			
NO.	DATE	APPR.	TITLE

17. XSEC1.dgn 10/5/2006 7:38:37 AM

CROSS SECTIONS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU6  
 JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

BURK-KLEINPETER, INC.			
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 488-1714			
DESIGNED	M. ROBERTS	DETAILED	C. SCURICH
CHECKED	M. CHOPIN	DATE	1/04
BKI JOB NO. 10142		SCALE	AS SHOWN
SHEET NO. 17			



**"AS-BUILT"**

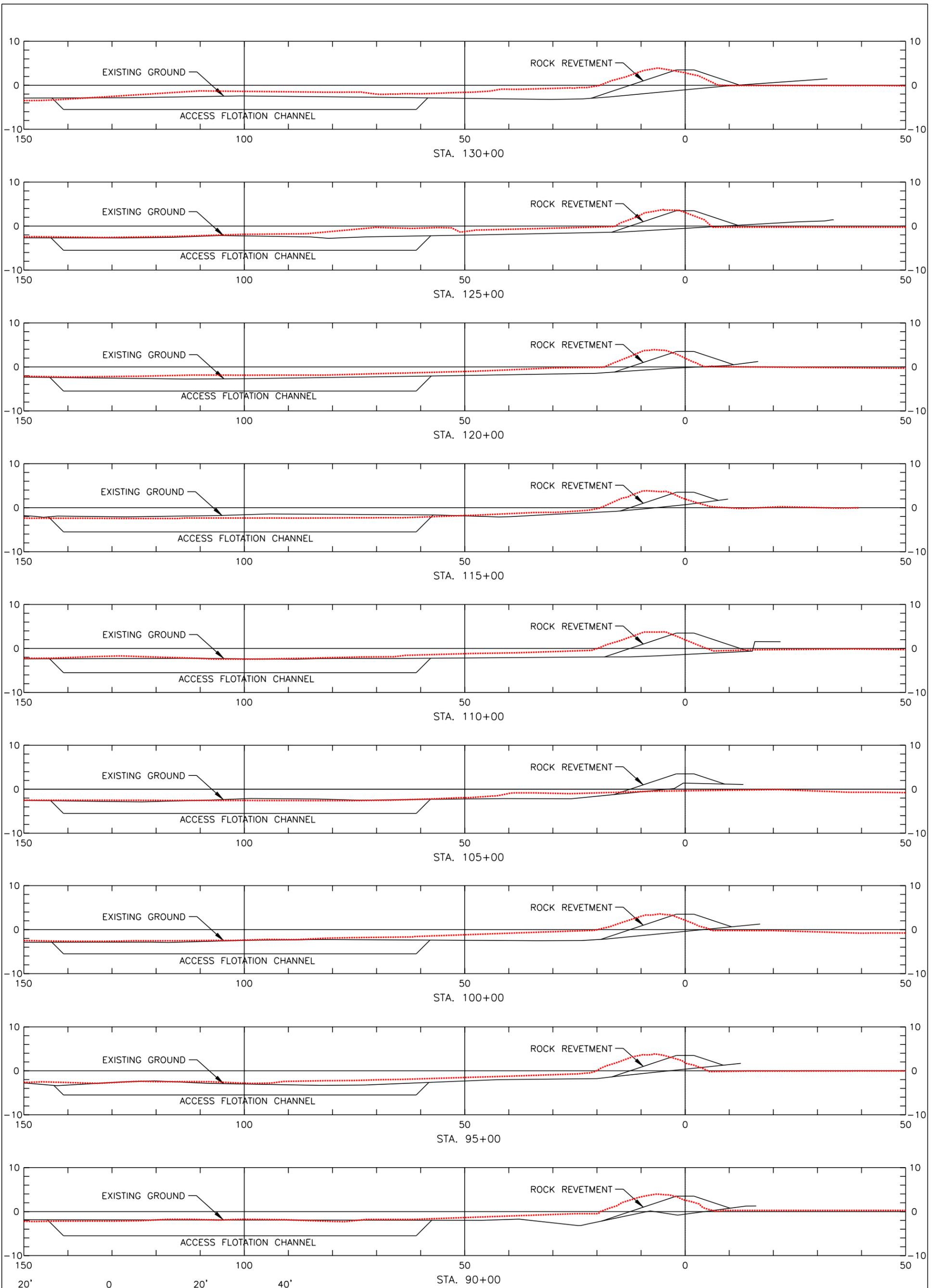
NOTE: SEE SHT. 16 FOR TYPICAL SECTION DETAILS.

REVISIONS				
NO.	DATE	APPR.	TITLE	

CROSS SECTIONS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU6  
 JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

BURK-KLEINPETER, INC.			
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 488-1714			
DESIGNED	M. ROBERTS	DETAILED	C. SCURICH
CHECKED	M. CHOPIN	DATE	1/04
BKI JOB NO. 10142		SCALE	AS SHOWN
SHEET NO. 18			



**"AS-BUILT"**

NOTE: SEE SHT. 16 FOR TYPICAL SECTION DETAILS.

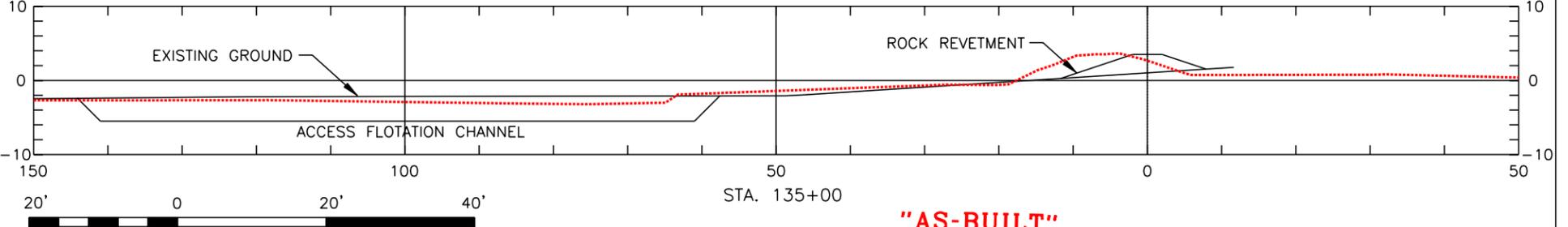
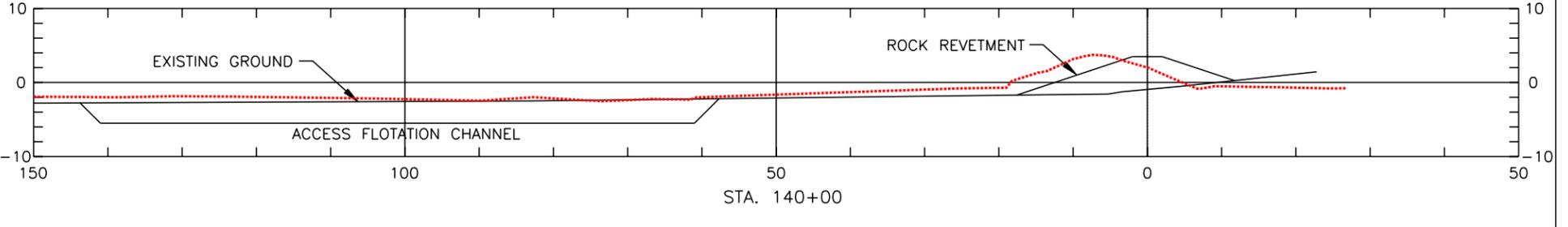
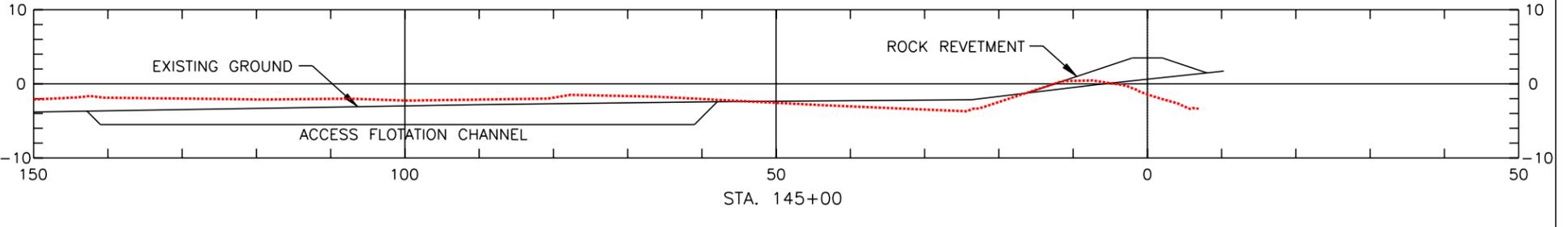
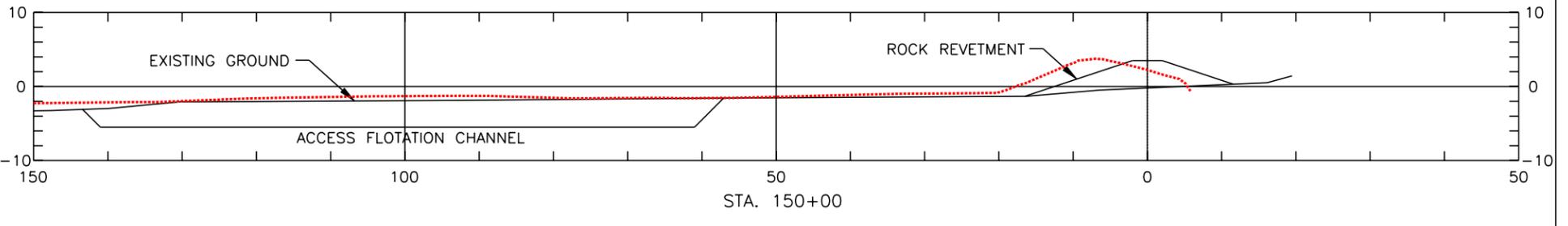
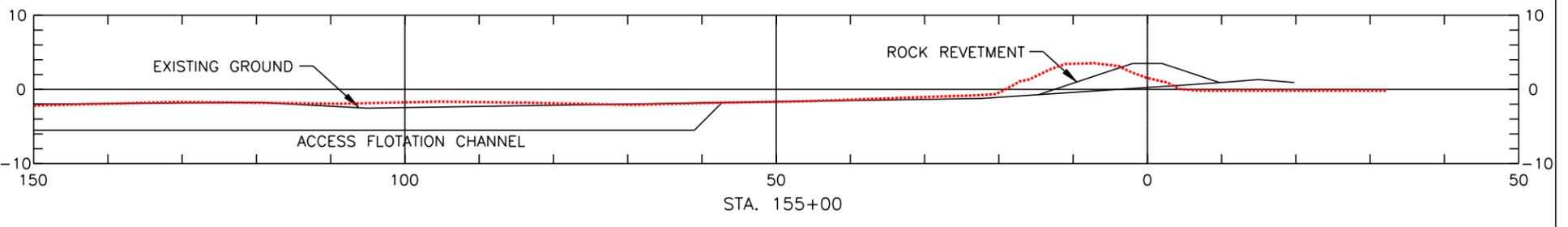
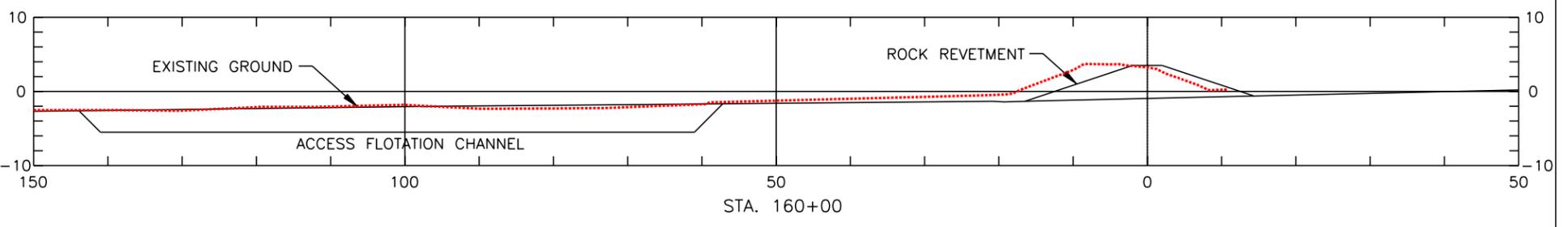
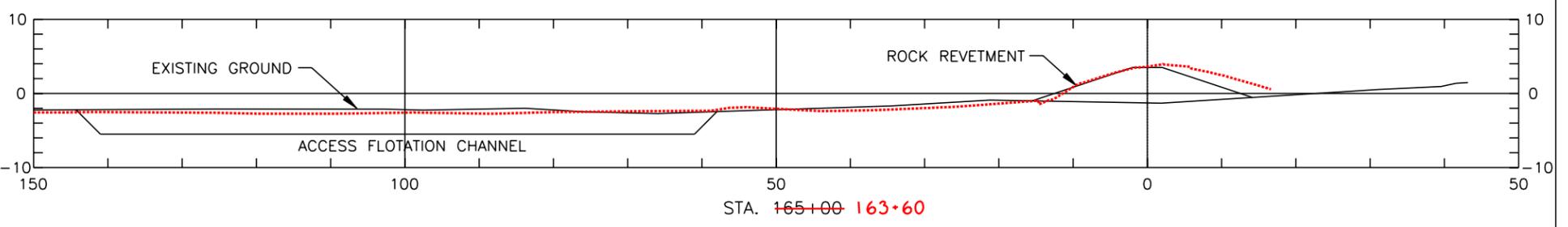
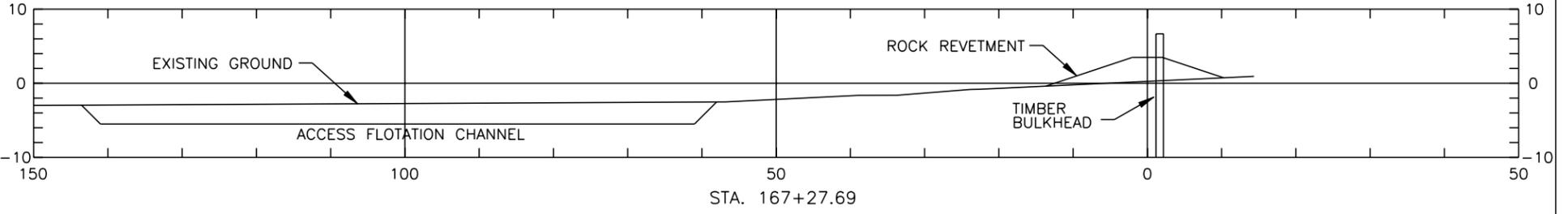
REVISIONS				
NO.	DATE	APPR.	TITLE	

CROSS SECTIONS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU6  
 JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC.			
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 488-1714			
DESIGNED	M. ROBERTS	DETAILED	C. SCURICH
CHECKED	M. CHOPIN	DATE	1/04
		SCALE	AS SHOWN
		BKI JOB NO.	10142
		SHEET NO.	19

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

END ALIGNMENT No.1



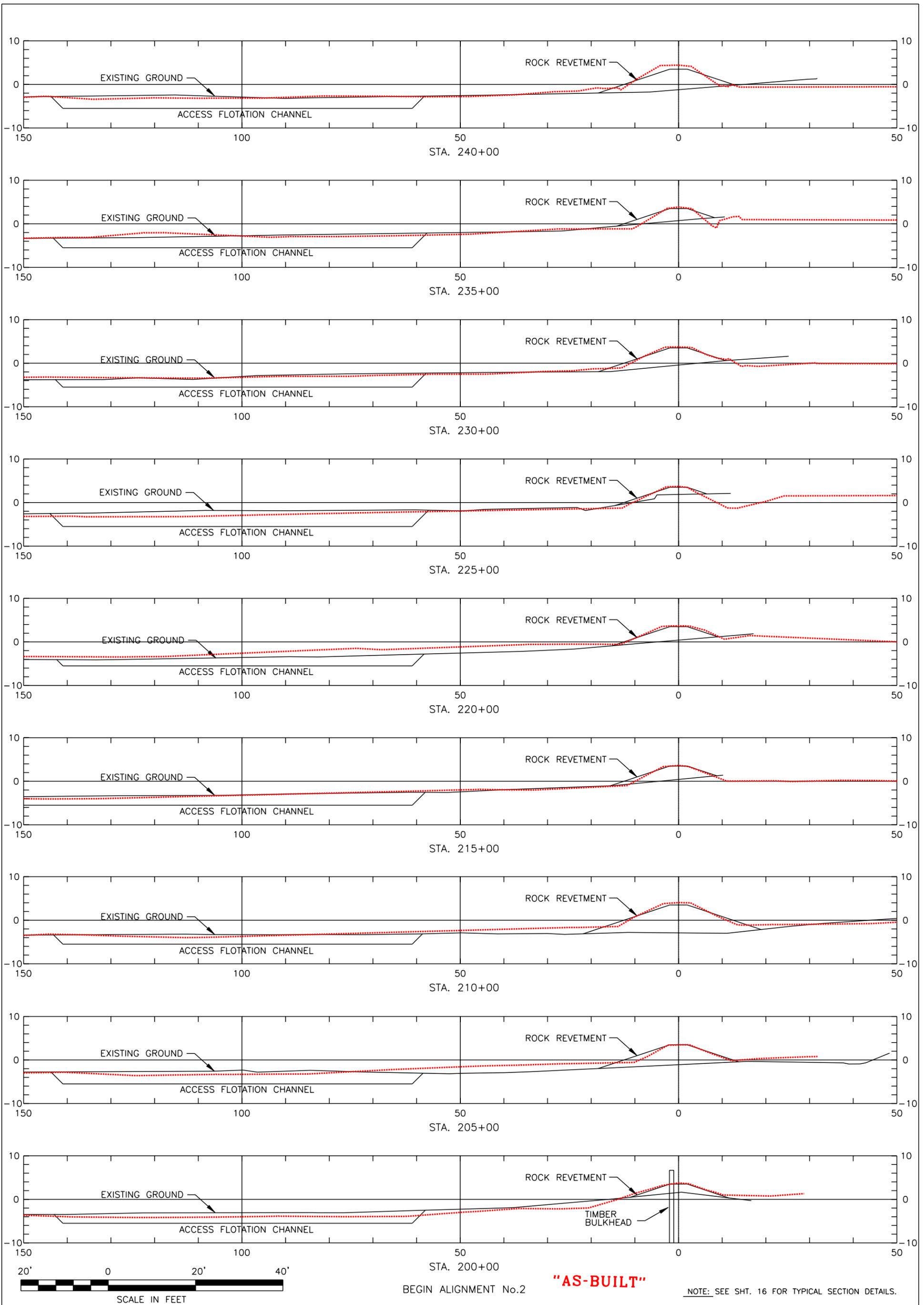
"AS-BUILT"

NOTE: SEE SHT. 16 FOR TYPICAL SECTION DETAILS.

REVISIONS			
NO.	DATE	APPR.	TITLE

CROSS SECTIONS  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU6  
JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC.			
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 488-1714			
DESIGNED	M. ROBERTS	DETAILED	C. SCURICH
CHECKED	M. CHOPIN	DATE	1/04
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE		SCALE	AS SHOWN
		BKI JOB NO.	10142
		SHEET NO.	20



NOTE: SEE SHT. 16 FOR TYPICAL SECTION DETAILS.

REVISIONS			
NO.	DATE	APPR.	TITLE

Sht. 21 of 29

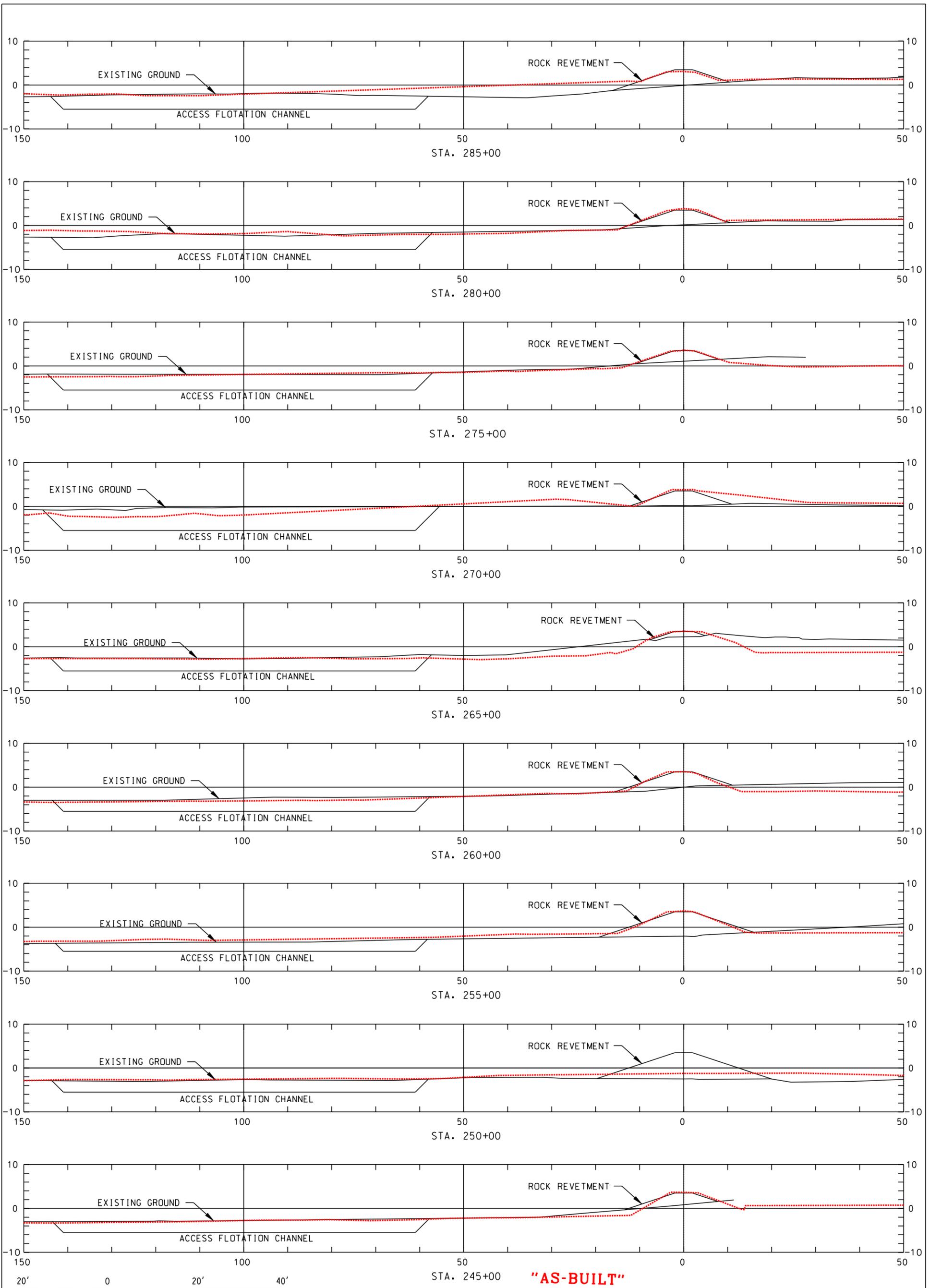
DRAWING NO. LA-352

CAD FILE NO.

**CROSS SECTIONS**  
**BARATARIA BASIN LANDBRIDGE**  
**PROJECT BA-27D-CU6**  
**JEFFERSON PARISH, LA.**

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

<b>BURK-KLEINPETER, INC.</b>		
<small>ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS          4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994          (504) 486-5901 FAX (504) 488-1714</small>		
DESIGNED	M. ROBERTS	DATE 1/04
CHECKED	M. CHOPIN	SCALE AS SHOWN
BKI JOB NO. 10142		SHEET NO. 21



NOTE: SEE SHT. 16 FOR TYPICAL SECTION DETAILS.

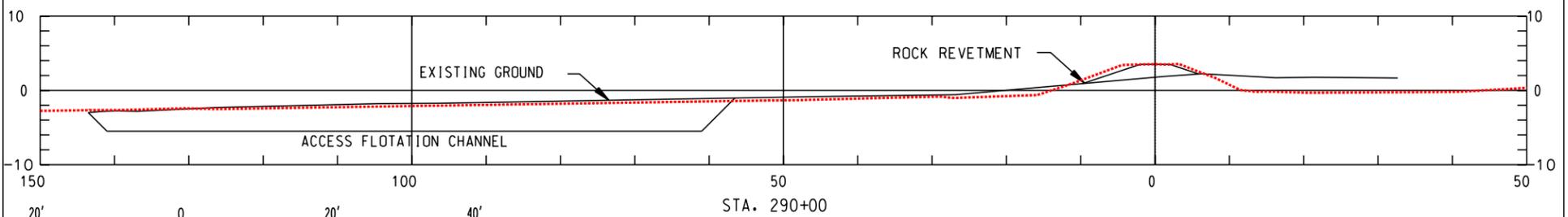
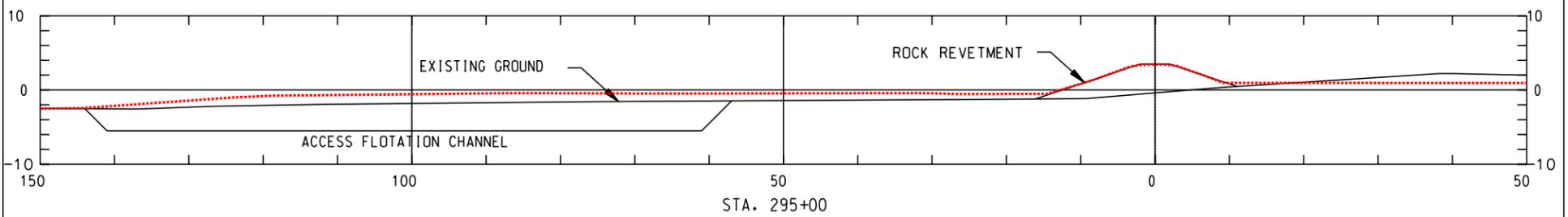
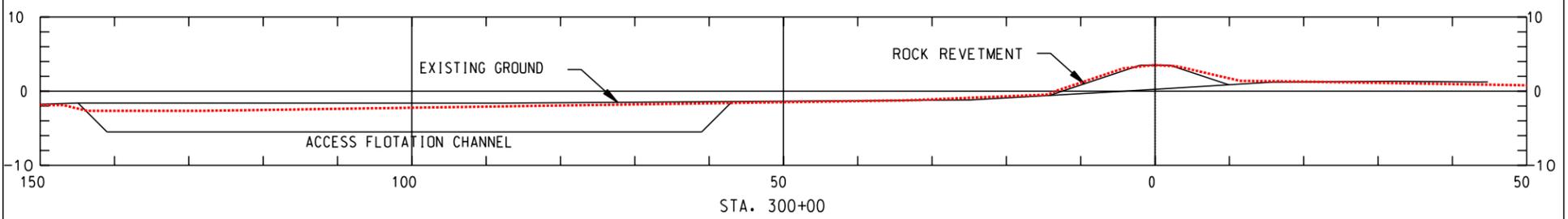
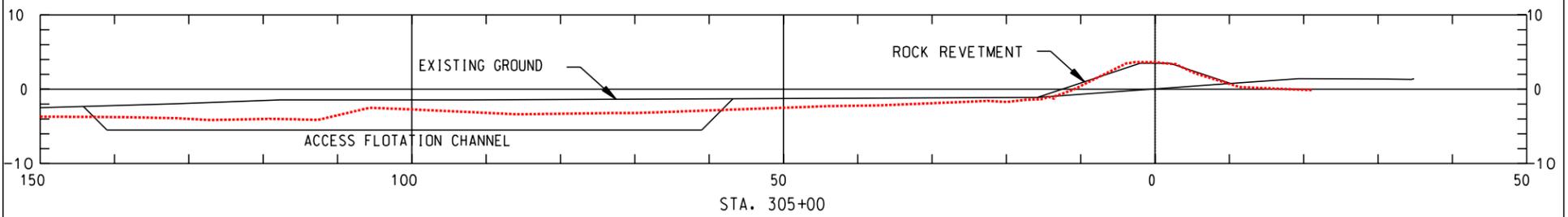
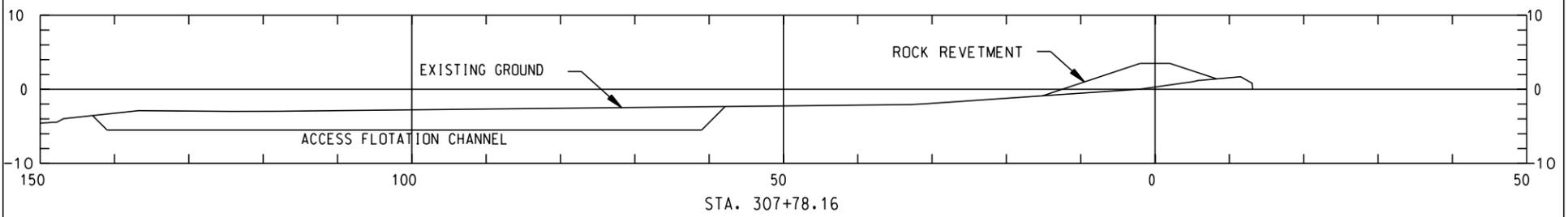
REVISIONS				
NO.	DATE	APPR.	TITLE	

CROSS SECTIONS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU6  
 JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC. <small>ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS        4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994        (504) 486-5901 FAX (504) 488-1714</small>					
DESIGNED	M. ROBERTS	DETAILED	C. SCURICH	DATE	1/04
CHECKED	M. CHOPIN	SCALE	AS SHOWN		
BK1 JOB NO. 10142		SHEET NO. 22			

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

END PROJECT



**"AS-BUILT"**

NOTE: SEE SHT. 16 FOR TYPICAL SECTION DETAILS.

REVISIONS			
NO.	DATE	APPR.	TITLE

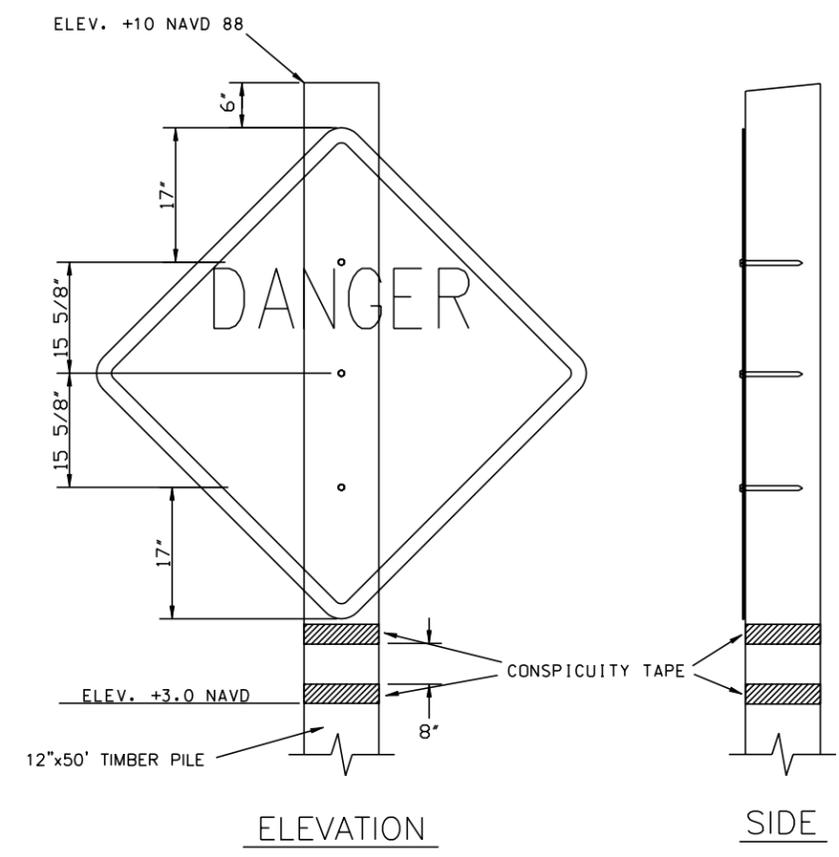
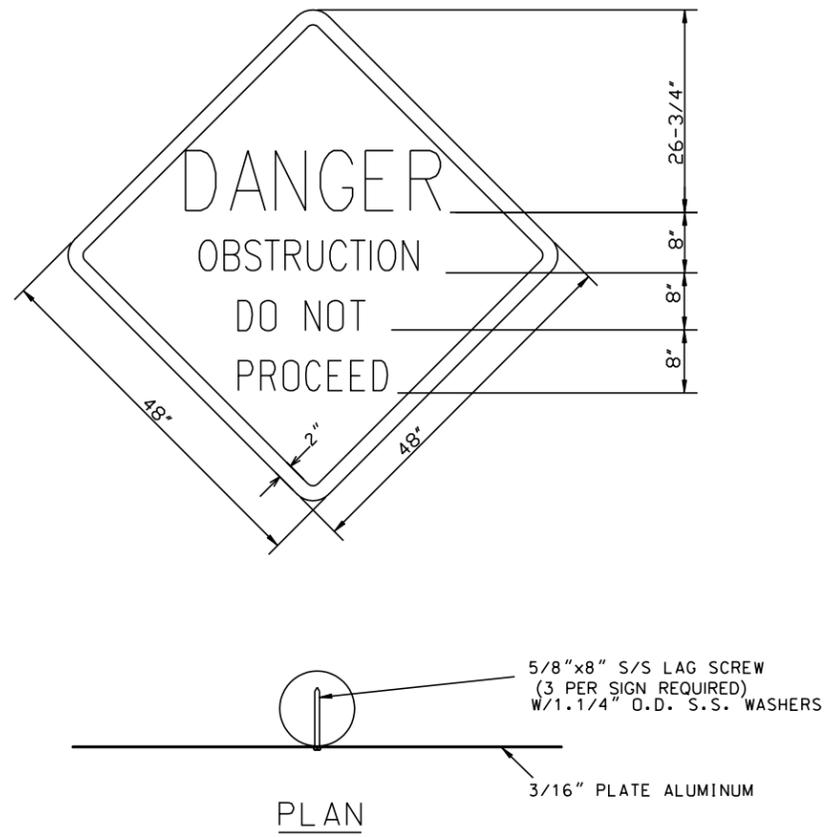
Sht. 23 of 29

DRAWING NO. LA-352

CAD FILE NO.

CROSS SECTIONS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU6  
 JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC.			
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 488-1714			
DESIGNED	M. ROBERTS	DETAILED	C. SCURICH
CHECKED	M. CHOPIN	DATE	1/04
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE		BKT JOB NO.	10142
		SCALE	AS SHOWN
		SHEET NO.	23

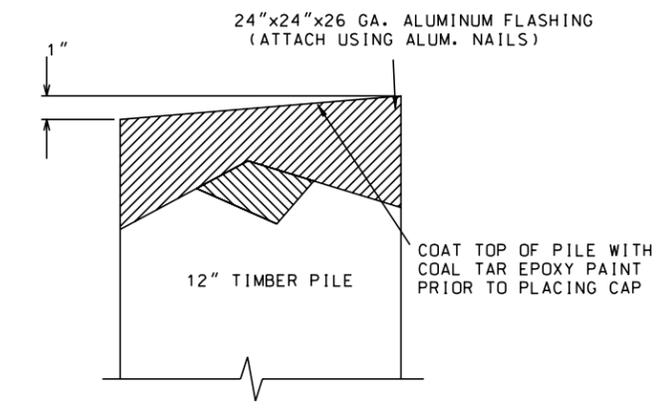


**PERMANENT SIGN NOTES:**

1. THE 2" BORDER ON THE TYPE "A" WARNING SIGN SHALL BE A REFLECTIVE MATERIAL OF ORANGE COLOR. THE LETTERING FIELD SHALL BE A RETRO-REFLECTIVE MATERIAL OF WHITE COLOR. THE LETTERING FOR THE WARNING SIGNS SHALL BE BLACK. WARNING SIGNS SHALL BE PLACED ON THE SIDE FACING THE BAYOU.

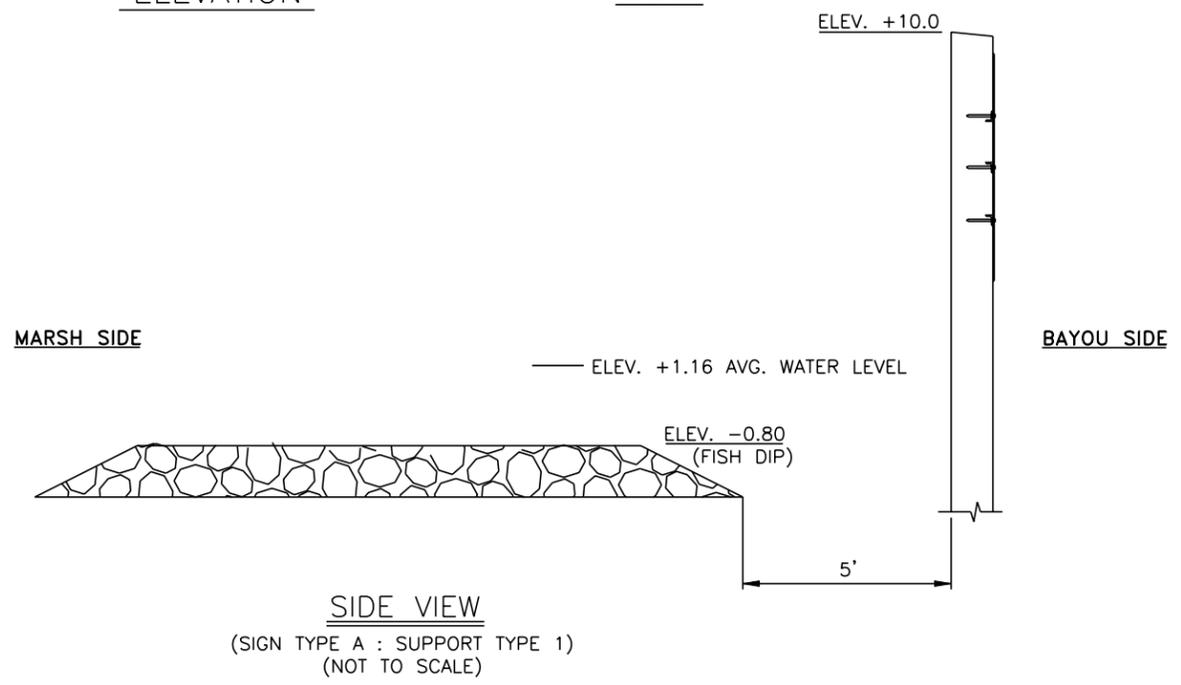
ALG.	SIGN TYPE	SUPPORT TYPE	DESCRIPTION	NO. OF SIGNS
1	A	1	DO NOT PROCEED	8
2	A	1	DO NOT PROCEED	4

2. SEE SHEET PLAN/PROFILES FOR PERMANENT SIGN LOCATIONS.
3. ONE (1) PERMANENT SIGN PER POST SHALL BE INSTALLED.



**TEMPORARY SIGN NOTES:**

1. TWO (2) TEMPORARY SIGNS PER POST SHALL BE INSTALLED ALONG THE FLOTATION ACCESS CHANNELS THAT ARE PERPENDICULAR TO THE ROCK DIKE ALIGNMENT.
2. ONE (1) TEMPORARY SIGN PER POST SHALL BE INSTALLED ALONG THE FLOTATION ACCESS CHANNEL THAT IS PARALLEL TO THE ROCK DIKE ALIGNMENT.
3. TEMPORARY WARNING SIGNS ON THE PERPENDICULAR FLOTATION ACCESS CHANNELS SHALL BE SPACED AT INTERVALS NOT TO EXCEED 250'.
4. TEMPORARY WARNING SIGNS ON THE PARALLEL FLOTATION ACCESS CHANNELS SHALL BE PLACED A MAXIMUM OF 200 FEET FROM POINTS OF TIE-IN AND AT INTERVALS NOT TO EXCEED 500 FEET.
5. TEMPORARY SIGNS SHALL BE CUT FROM 1/2 INCH MARINE, B/C GRADE VENEER PLYWOOD TO THE SAME DIMENSIONS AS THE PERMANENT SIGNS.
6. TEMPORARY SIGNS SHALL BE FIRST PRIMED ON THE B SIDE OF THE PLYWOOD WITH TWO (2) COATS OF A LIGHT PIGMENT, PERMANENT OIL-BASED PRIMER. THE TOP COAT SHALL BE AN OIL-BASED BRILLIANT WHITE. THE LETTERING ON THESE SIGNS SHALL ALSO BE BLACK. THE LETTERING FOR THE WARNING SIGN WILL BE BLACK.
7. STEEL PIPE SIGN POSTS SHALL BE A MINIMUM SCHEDULE 40 AND 4 INCHES IN DIAMETER. ROUND TIMBER PILE SIGN POSTS SHALL BE A MINIMUM OF 8 INCHES IN DIAMETER. ALL SIGN POSTS SHALL BE LONG ENOUGH TO MAINTAIN THE SIGNS AT THE SPECIFIED ELEVATIONS DURING WEATHER PATTERNS AND MARINE TRAFFIC CONSIDERED TYPICAL FOR THE PROJECT AREA.



**"AS-BUILT"**

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 488-5901 FAX (504) 488-1714

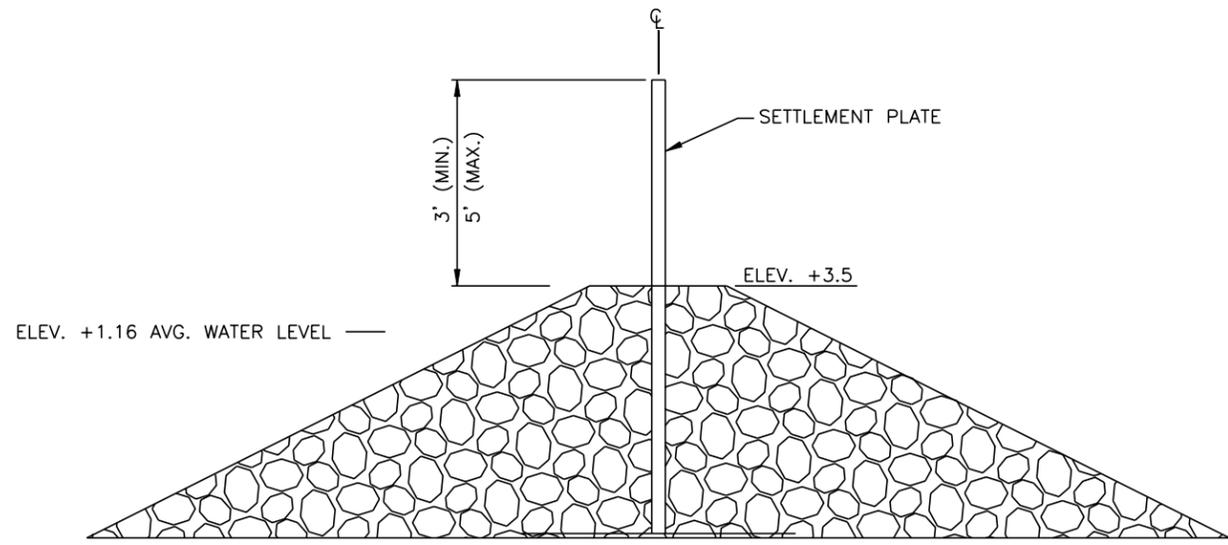
DESIGNED M. ROBERTS  
CHECKED M. CHOPIN

DATE 1/04  
SCALE AS SHOWN  
SHEET NO. 24

WARNING SIGN DETAILS  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU 6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

CAD FILE NO.  
DRAWING NO. LA-352  
SHEET NO 24 OF 29

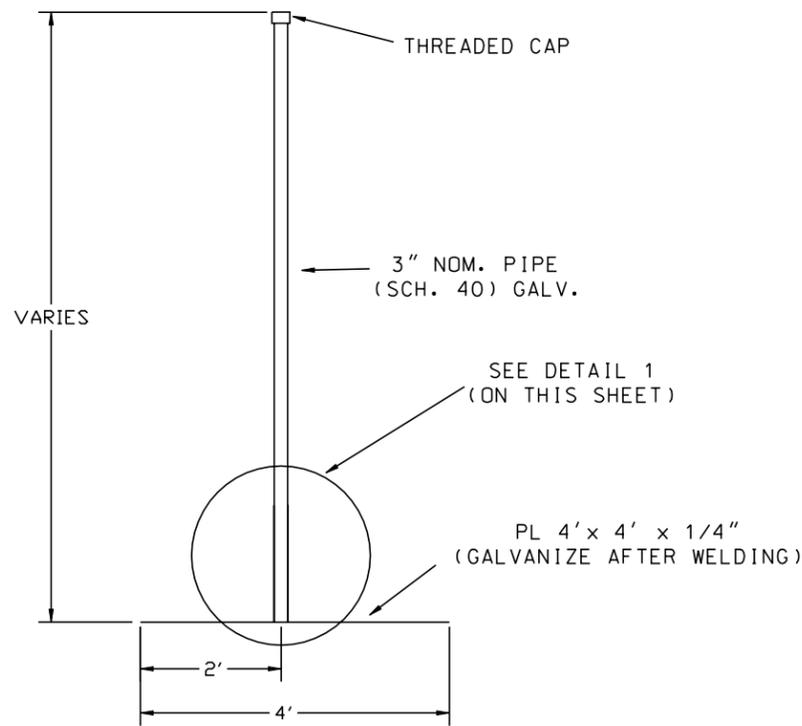


ALG.	NO. OF PLATES
No.1	18
No.2	15

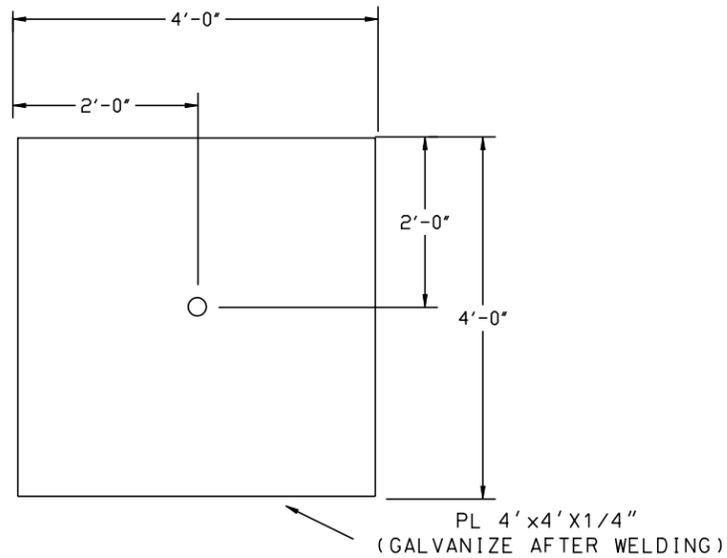
**NOTES:**

1. SETTLEMENT PLATES SHALL BE PLACED AS SHOWN ON THE PROFILES OR AS DIRECTED BY COTR.

NOTE:  
THREADS OF CAP SHOULD BE COLD GALVANIZED AFTER INSTALLATION.



ELEVATION VIEW

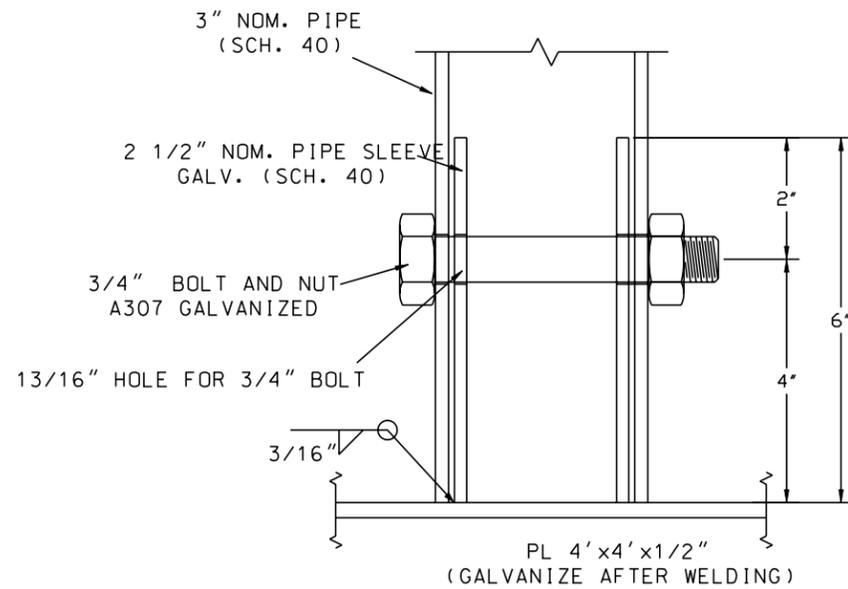


PLAN VIEW

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

SETTLEMENT PLATE DETAILS  
(NOT TO SCALE)

**"AS-BUILT"**



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

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 486-5901 FAX (504) 486-1714

DESIGNED **M. ROBERTS** DATE **1/04**  
CHECKED **M. CHOPIN** SCALE **AS SHOWN**  
BKI JOB NO. **10142** SHEET NO. **25**

SETTLEMENT PLATE DETAILS  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D - CU 6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

REVISIONS  
NO. DATE APPR. TITLE

CAD FILE NO.  
DRAWING NO.  
LA-352  
SHEET NO 25 OF 29

LANDBRIDGE CU \* 6 BA-27D  
SETTLEMENT PLATE DATA

LOCATION	INITIAL SET	1ST CHECK	2ND CHECK	3RD CHECK	4TH CHECK	5TH CHECK	6TH CHECK	BENCH MARK	SETTLEMENT *FT.*
CUMULATIVE SETTLEMENT *FEET*									
STA. 3+00	ELEVATION	6.29	5.04	4.83	4.83	8.84***	0.00	L0-10	1.46
N 406372.1	DATE SURVEYED	7/19/2005	8/15/2005	11/7/2005	2/13/2006	2/14/2006			
E 3668841.		0.00	1.25	0.21	0.00	0.00			
STA. 13+00	ELEVATION	7.03	6.99	5.91	5.71	5.69	5.68	L0-10	1.34
N 407197.1	DATE SURVEYED	7/26/2005	7/31/2005	8/15/2005	11/7/2005	12/7/2005	2/13/2006	2/14/2006	
E 3669210	INCREMENTAL SET.	0.00	0.04	1.08	0.20	0.02	0.00	0.00	
STA. 23+00	ELEVATION	6.95	6.26	5.81	5.8	5.8	7.96*	L0-18	1.15
N 408130.7	DATE SURVEYED	8/9/2005	8/15/2005	11/7/2005	12/8/2005	2/13/2006	2/14/2006		
E 3669076	INCREMENTAL SET.	0.00	0.69	0.45	0.01	0.00	0.00	0.00	
STA. 33+00	ELEVATION	8.37	6.31	5.96	5.94	5.87	7.92*	L0-17	2.50
N 408903.7	DATE SURVEYED	8/12/2005	8/15/2005	11/7/2005	12/8/2005	2/13/2006	2/14/2006		
E 3668570	INCREMENTAL SET.	0.00	2.06	0.35	0.02	0.07	0.00	0.00	
STA. 43+00	ELEVATION	7.87	6.60	6.47	6.42	6.36	8.37*	L0-17	1.51
N 409500.9	DATE SURVEYED	8/16/2005	8/24/2005	11/7/2005	12/12/2005	2/13/2006	2/14/2006		
E 3667803	INCREMENTAL SET.	0.00	1.27	0.13	0.05	0.06	0.00	0.00	
STA. 49+11	ELEVATION	7.42	6.66	6.59	6.56	6.43	8.48*	L0-17	0.99
N 409856.8	DATE SURVEYED	8/18/2005	8/24/2005	11/7/2005	12/15/2005	2/13/2006	2/14/2006		
E 3668001	INCREMENTAL SET.	0.00	0.76	0.07	0.03	0.13	0.00	0.00	
STA. 53+00	ELEVATION	7.66	6.70	6.55	6.55	6.35	8.57*	L0-17	1.31
N 410081.0	DATE SURVEYED	8/1/1905	8/24/2005	11/7/2005	12/15/2005	2/13/2006	2/14/2006		
E 3668283	INCREMENTAL SET.	0.00	0.96	0.15	0.00	0.20	0.00	0.00	
STA. 63+00	ELEVATION	8.26	7.21	7.11	7.08	0.00		L0-16	1.18
N 410912.2	DATE SURVEYED	8/23/2005	11/7/2005	12/15/2005	2/13/2006				
E 3668743	INCREMENTAL SET.	0.00	1.05	0.10	0.03	0.00	0.00	0.00	
STA. 73+00	ELEVATION	7.36	6.39	6.33	6.29	8.19*	0.00	L0-16	1.07
N 411718.0	DATE SURVEYED	8/25/2005	11/7/2005	1/11/2006	2/13/2006	2/14/2006			
E 3668996	INCREMENTAL SET.	0.00	0.97	0.06	0.04	0.00	0.00	0.00	
STA. 83+00	ELEVATION	6.61	5.98	5.91	5.29	8.02*	0.00	L0-16	1.32
N 412634.8	DATE SURVEYED	9/19/2005	11/7/2005	1/3/2006	2/13/2006	2/14/2006			
E 3669185	INCREMENTAL SET.	0.00	0.63	0.07	0.62	0.00	0.00	0.00	
STA. 93+00	ELEVATION	6.96	5.47	5.41	5.41	7.59*	0.00	L0-16	1.55
N 413562.5	DATE SURVEYED	9/22/2005	11/8/2005	1/12/2006	2/13/2006	2/14/2006			
E 3668963	INCREMENTAL SET.	0.00	1.49	0.06	0.00	0.00	0.00	0.00	
STA. 101+00	ELEVATION	6.92	5.65	5.32	5.32	8.96**	0.00	L0-15	1.60
N 414352.4	DATE SURVEYED	10/12/2005	11/8/2005	1/18/2006	2/13/2006	2/14/2006			
E 3668848	INCREMENTAL SET.	0.00	1.27	0.33	0.00	0.00	0.00	0.00	
STA. 113+50	ELEVATION	6.68	5.84	5.63	5.62	8.76**	0.00	L0-15	1.06
N 415471.8	DATE SURVEYED	10/21/2005	11/8/2005	1/18/2006	2/13/2006	2/14/2006			
E 3669310	INCREMENTAL SET.	0.00	0.84	0.21	0.01	0.00	0.00	0.00	
STA. 123+00	ELEVATION	7.22	5.82	5.65	5.65	8.60**	0.00	L0-15	1.57
N 415364.2	DATE SURVEYED	10/25/2005	11/8/2005	1/19/2006	2/13/2006	2/14/2006			
E 3669259	INCREMENTAL SET.	0.00	1.40	0.17	0.00	0.00	0.00	0.00	
STA. 133+00	ELEVATION	7.49	6.09	5.90	8.03*	0.00	0.00	L0-14	1.59
N 417067.7	DATE SURVEYED	10/31/2005	1/19/2006	2/13/2006	2/14/2006				
E 3668822	INCREMENTAL SET.	0.00	1.40	0.19	0.00	0.00	0.00	0.00	
STA. 143+00	ELEVATION	6.41	5.48	5.37	0.00	0.00	0.00	L0-14	6.41
N 417994.5	DATE SURVEYED	11/3/2005	1/30/2006	2/13/2006	2/14/2006				
E 3669104	INCREMENTAL SET.	0.00	0.93	0.11	5.37	0.00	0.00	0.00	
STA. 149+00	ELEVATION	6.98	5.96	5.93	7.87**	0.00	0.00	L0-14	1.05
N 418569.2	DATE SURVEYED	11/7/2005	1/30/2006	2/13/2006	2/14/2006				
E 3669023	INCREMENTAL SET.	0.00	1.02	0.03	0.00	0.00	0.00	0.00	
STA. 153+00	ELEVATION	7.54	5.56	5.55	8.58**	0.00	0.00	L0-14	1.99
N 418882.2	DATE SURVEYED	11/8/2005	1/30/2006	2/13/2006	2/14/2006				
E 3668793	INCREMENTAL SET.	0.00	1.98	0.01	0.00	0.00	0.00	0.00	
STA. 163+00	ELEVATION	7.48	2.51	6.62***	6.36	6.36	9.74*	BA-27 6M03	5.23
N 419660.4	DATE SURVEYED	11/15/2005	12/19/2005	12/19/2005	1/30/2006	2/13/2006	2/14/2006		
E 3668238	INCREMENTAL SET.	0.00	4.97	0.00	0.26	0.00	0.00	0.00	

\*\*\* -- 4.0' SECTION OF PIPE ADDED  
\*\* -- 3.0' SECTION OF PIPE ADDED  
\* -- 2.0' SECTION OF PIPE ADDED

"AS-BUILT"

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 486-5901 FAX (504) 486-1714

DESIGNED: M. ROBERTS  
CHECKED: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO. 25

SETTLEMENT PLATE SURVEYS  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D - CU 6  
JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

REVISIONS

NO.	DATE	APPR.	TITLE

CAD FILE NO.

DRAWING NO.  
LA-352

SHEET NO. 25 OF 29

LANDBRIDGE CU \* 6 BA-27D  
 SETTLEMENT PLATE DATA  
 ALIGNMENT \* 2

LOCATION		INITIAL SET	1ST CHECK	2ND CHECK	3RD CHECK	4TH CHECK	5TH CHECK	BENCH MARK	SETTLEMENT *FT.*
CUMULATIVE SETTLEMENT *FEET*									
STA. 300+96	ELEVATION	9.42	7.62	7.48	7.40	0.00	0.00	LAFITTE 2	2.02
N 425818.23	DATE SURVEYED	5/10/2005	5/30/2005	6/28/2005	11/9/2005				
E 3667727.03	INCREMENTAL SET.	0.00	1.80	0.14	0.08	0.00	0.00		
STA. 291+05	ELEVATION	7.30	5.87	5.59	5.62	9.73**	9.61	L0 11	1.80
N 426000.64	DATE SURVEYED	5/12/2005	5/30/2005	6/28/2005	7/29/2005	7/29/2005	11/9/2005		
E 3666789.01	INCREMENTAL SET.	0.00	1.43	0.28	-0.03	0.00	0.12		
STA. 281+05	ELEVATION	9.14	7.05	6.46	6.24	0.00	0	L0 11	2.90
N 426027.81	DATE SURVEYED	5/16/2005	5/30/2005	6/28/2005	11/8/2005				
E 3665852.18	INCREMENTAL SET.	0.00	2.09	0.59	0.22	0.00	0.00		
STA. 276+05	ELEVATION	8.00	6.07	5.53	5.37	9.48**	9.33	L0 11	12.11
N 425889.96	DATE SURVEYED	5/18/2005	5/30/2005	7/6/2005	7/29/2005	7/29/2005	11/8/2005		
E 3665414.95	INCREMENTAL SET.	0.00	1.93	0.54	0.16	0.00	0.15		
STA. 269+00	ELEVATION	7.25	5.95	5.36	5.29	9.41**	9.15	L0 11	2.22
N 425391.36	DATE SURVEYED	5/20/2005	5/30/2005	7/6/2005	7/29/2005	7/29/2005	11/8/2005		
E 366203.81	INCREMENTAL SET.	0.00	1.30	0.59	0.07	0.00	0.26		
STA. 264+50	ELEVATION	6.64	5.45	4.91	4.84	8.94**	8.72	L0 11	2.02
N 425086.17	DATE SURVEYED	5/25/2005	6/14/2005	7/6/2005	7/29/2005	7/29/2005	11/8/2005		
E 3665479.57	INCREMENTAL SET.	0.00	1.19	0.54	0.07	0.00	0.22		
STA. 254+50	ELEVATION	6.61	5.15	4.75	4.41	8.58**	8.23	L0 12	2.55
N 424607.74	DATE SURVEYED	5/30/2005	6/14/2005	7/6/2005	7/29/2005	7/29/2005	11/8/2005		
E 3666182.31	INCREMENTAL SET.	0.00	1.46	0.40	0.34	0.00	0.35		
STA. 244+50	ELEVATION	6.83	4.96	4.65	4.48	8.58**	8.47	L0 13	2.46
N 423882.51	DATE SURVEYED	6/2/2005	6/14/2005	7/6/2005	7/26/2005	7/26/2005	11/8/2005		
E 3666745.97	INCREMENTAL SET.	0.00	1.87	0.31	0.17	0.00	0.11		
1/0/1900									
STA. 239+00	ELEVATION	6.48	6.05	5.25	4.67	8.77**	8.46	L0 12	2.12
N 423358.24	DATE SURVEYED	6/7/2005	6/14/2005	7/6/2005	7/26/2005	7/26/2005	11/8/2005		
E 3666908.98	INCREMENTAL SET.	0.00	0.43	0.80	0.58	0.00	0.31		
STA. 234+50	ELEVATION	6.48	5.56	5.34	4.90	9.01**	8.85	L012	1.74
N 422950.26	DATE SURVEYED	6/8/2005	6/14/2005	7/6/2005	7/26/2005	7/26/2005	11/8/2005		
E 3667064.30	INCREMENTAL SET.	0.00	0.92	0.22	0.44	0.00	0.16		
STA. 230+00	ELEVATION	8.14	6.53	6.25	5.62	9.74**	9.51	L0 13	2.75
N 422550.98	DATE SURVEYED	6/10/2005	6/14/2005	7/6/2005	7/26/2005	7/26/2005	11/8/2005		
E 3667250.81	INCREMENTAL SET.	0.00	1.61	0.28	0.63	0.00	0.23		
STA. 224+30	ELEVATION	6.91	6.22	5.56	9.66**	9.53	0.00	L0 13	1.35
N 421996.64	DATE SURVEYED	6/15/2005	7/6/2005	7/26/2005	7/26/2005	11/8/2005	0.00		
E 3667288.24	INCREMENTAL SET.	0.00	0.69	0.66	0.00	0.00	0.00		
STA. 214+30	ELEVATION	8.15	7.04	6.04	0.00	0.00	0.00	L0 13	2.11
N 421190.06	DATE SURVEYED	6/28/2005	7/6/2005	11/8/2005					
E 3667291.38	INCREMENTAL SET.	0.00	1.11	1.00	0.00	0.00	0.00		
STA. 204+50	ELEVATION	6.57	3.26	3.01	7.10**	6.54	0.00	BA-27 5M03	3.56
N 420396.29	DATE SURVEYED	7/11/2005	7/22/2005	7/26/2005	7/26/2005	11/8/2005	0.00		
E 3667772.08	INCREMENTAL SET.	0.00	3.31	0.25	0.00	0.00	0.00		

\*\* -- 4.0' SECTION OF PIPE ADDED

"AS-BUILT"

**BURK-KLEINPETER, INC.**  
 ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
 4178 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
 (504) 486-5901 FAX (504) 486-1714

DESIGNED: M. ROBERTS  
 CHECKED: M. CHOPIN

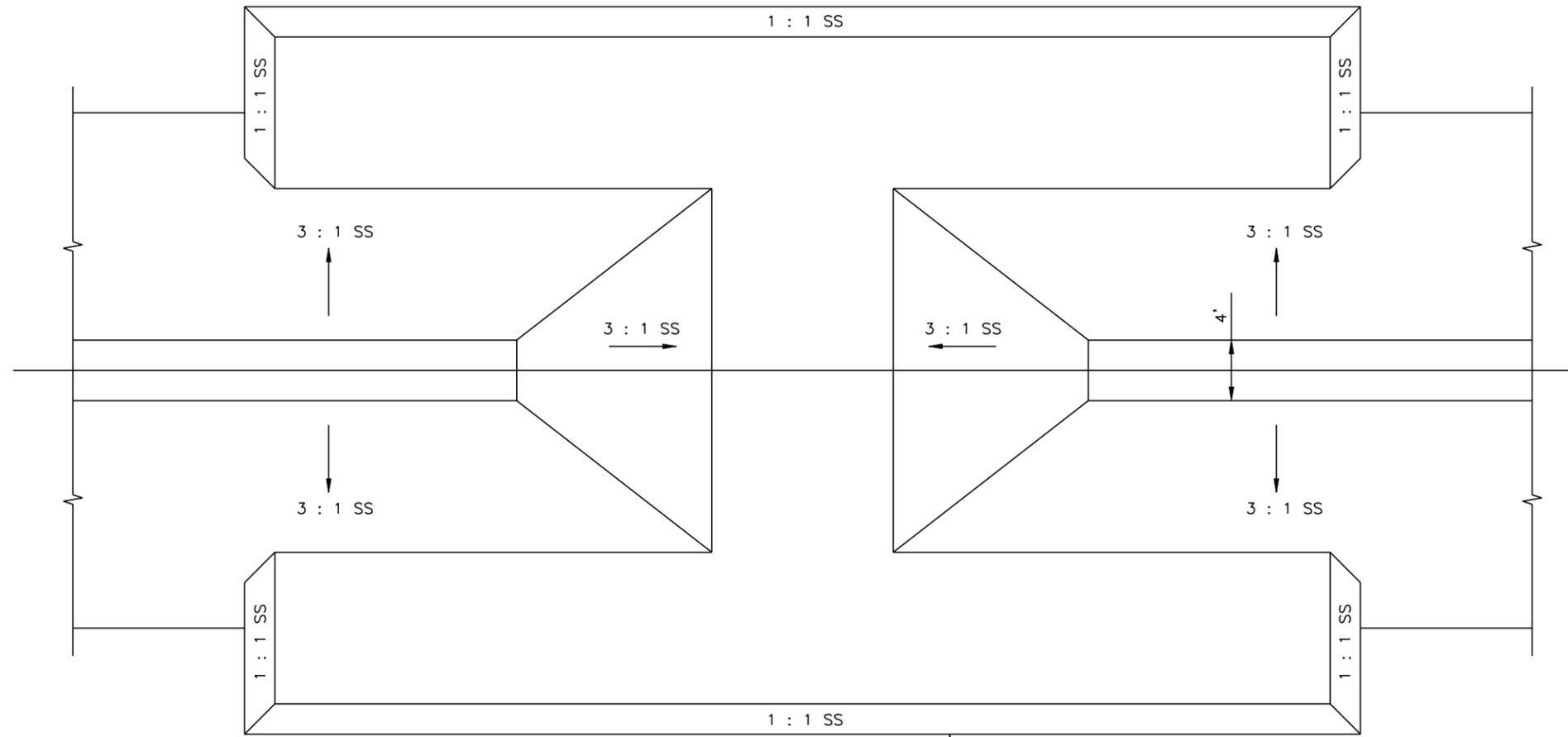
DATE: 1/04  
 SCALE: AS SHOWN  
 SHEET NO.: 25

SETTLEMENT PLATE SURVEYS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D - CU 6  
 JEFFERSON PARISH, LA.

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

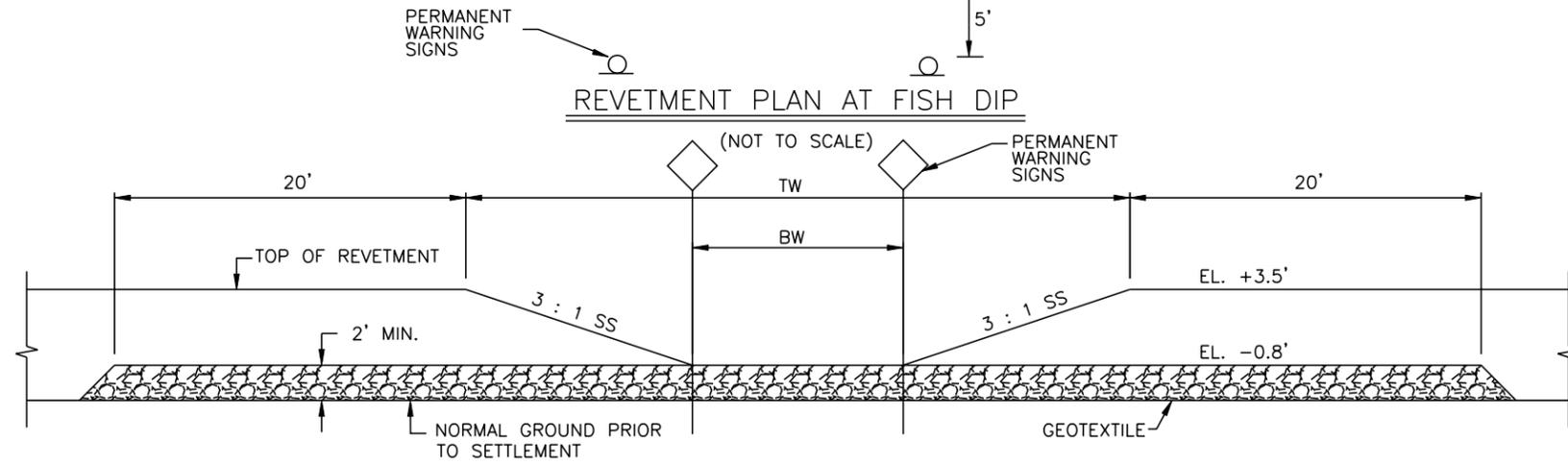
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CAD FILE NO.  
 DRAWING NO.  
 LA-352  
 SHEET NO25b OF 29



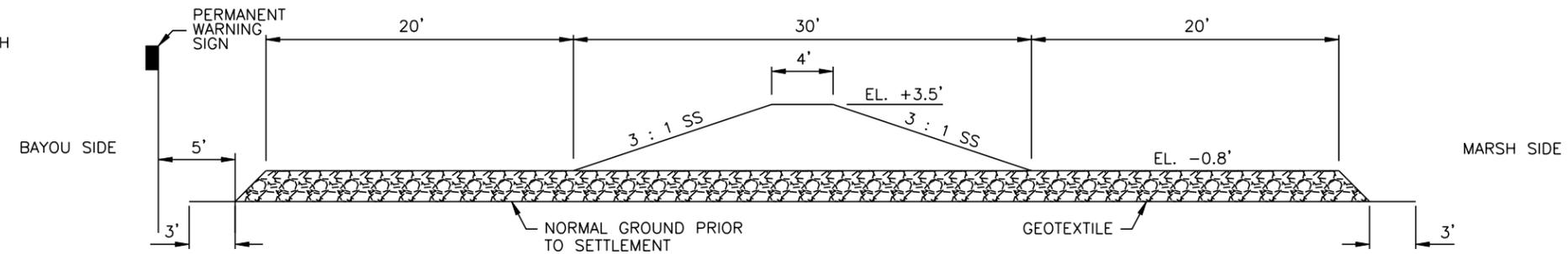
NOTE :  
 GEOTEXTILE TO CONFORM TO  
 EXISTING CHANNEL BOTTOM

FISH DIP NO.	TW	BW
1	55.8'	30'
2	55.8'	30'
3	75.8'	50'
4	65.8'	40'
5	155.8'	130'
6	75.8'	50'



REVIEMENT PROFILE AT FISH DIP  
 (NOT TO SCALE)

NOTE: 1. THE CREST ELEVATION OF FISH DIP #5 IS NOT REQUIRED TO BE -0.8'. 30" OF ROCK SHALL BE PLACED IN THE OPENING.  
 2. FOR FISH DIP #5, PLACE SIGNS AT 1/3 INTERVALS OF BOTTOM WIDTH.



REVIEMENT SECTION AT FISH DIP  
 (NOT TO SCALE)

"AS-BUILT"

BURK-KLEINPETER, INC.  
 ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
 (504) 486-5901 FAX (504) 486-1714

DESIGNED M. ROBERTS  
 CHECKED M. CHOPIN

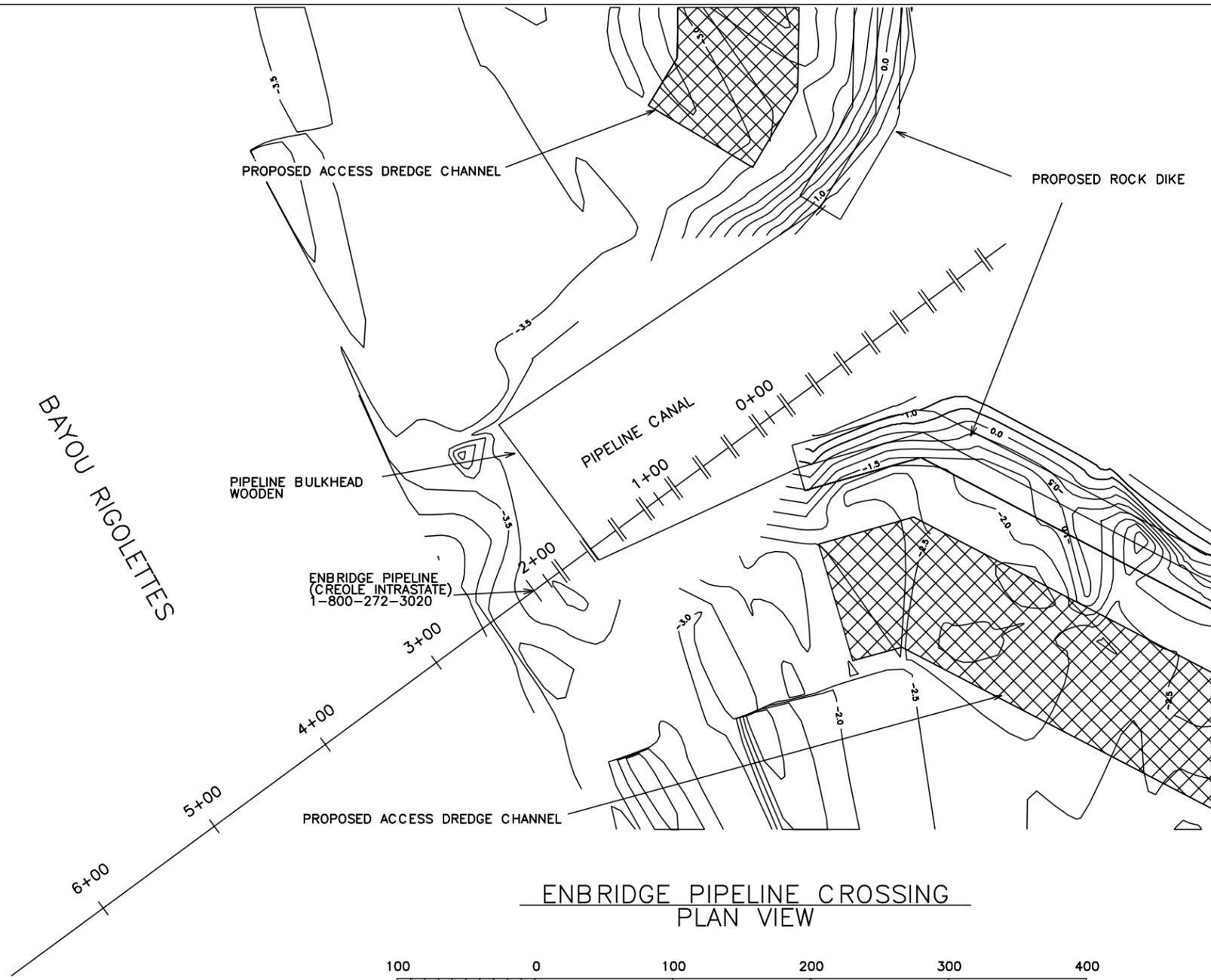
DATE 1/04  
 SCALE AS SHOWN  
 SHEET NO. 26

DETAILS - FISH DIPS  
 BARATARIA BASIN LANDBRIDGE  
 PROJECT BA-27D-CU 6  
 JEFFERSON PARISH, LA.

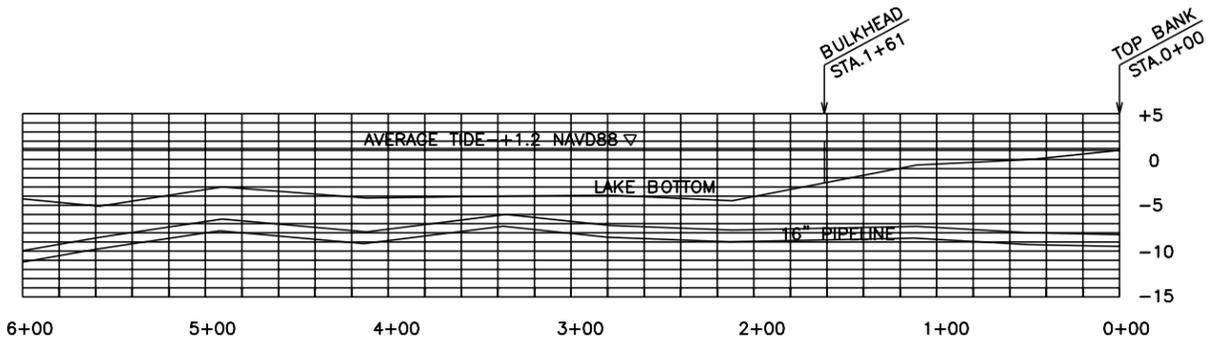
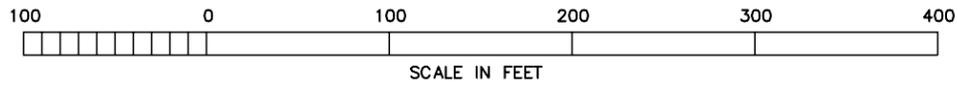
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NO.	DATE	APPR.	TITLE

CAD FILE NO.  
 DRAWING NO. LA-352  
 SHEET NO 26 OF 29



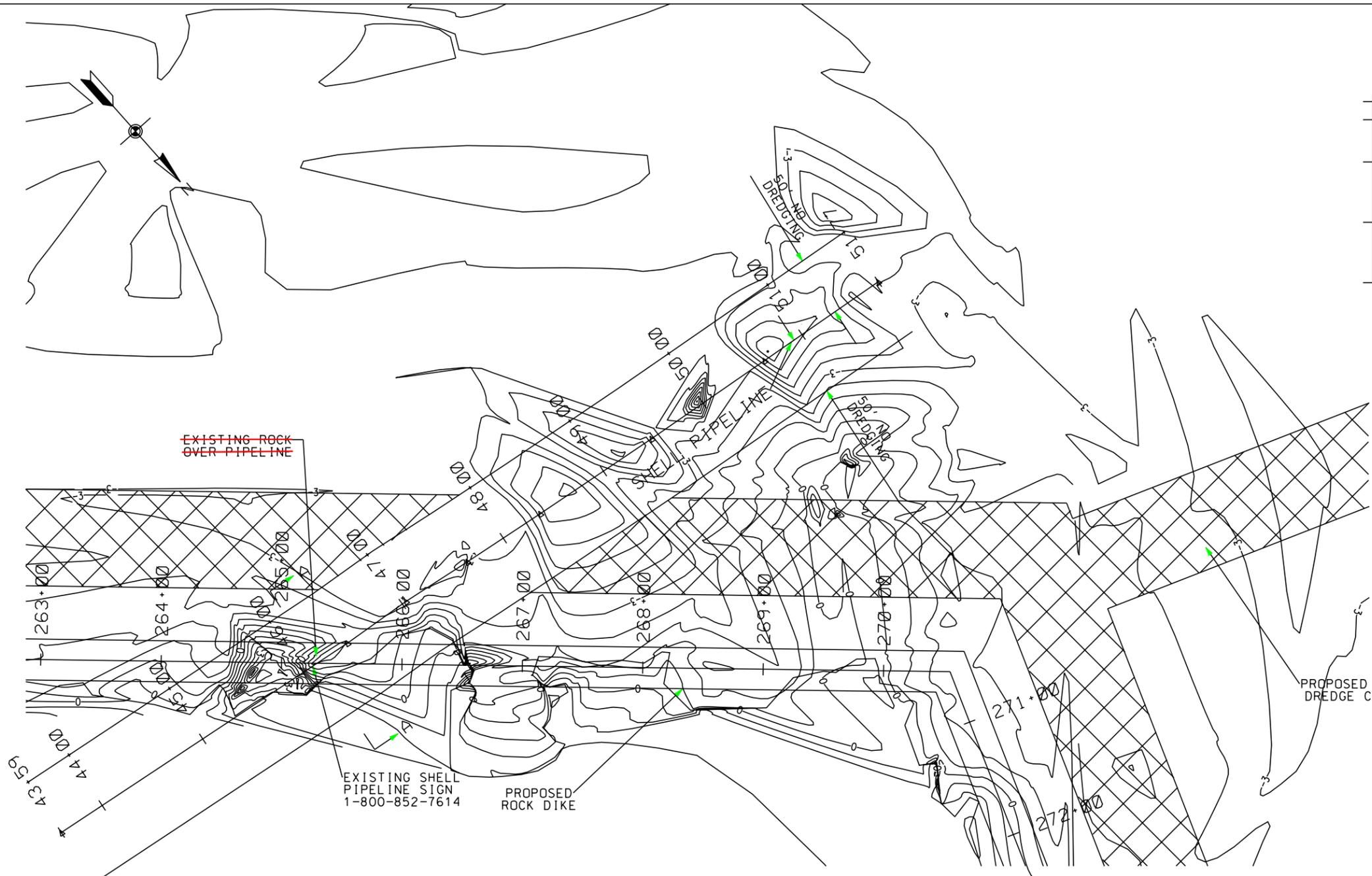
ENBRIDGE PIPELINE CROSSING  
PLAN VIEW



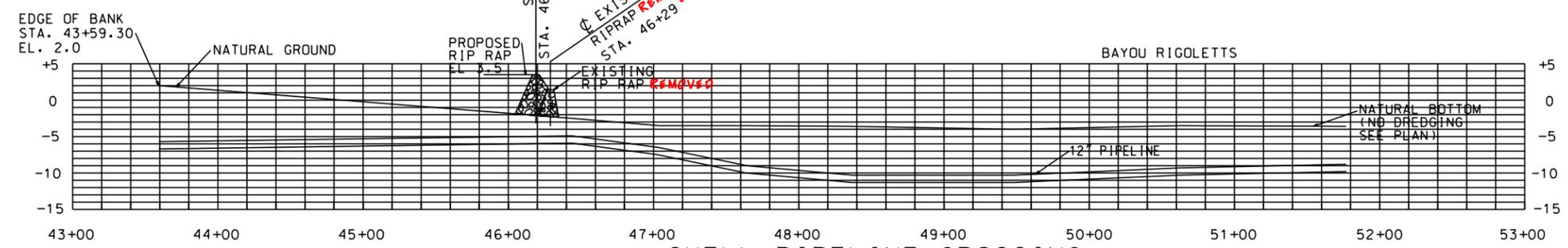
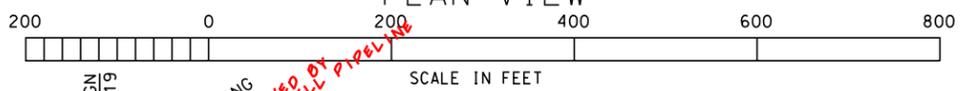
ENBRIDGE PIPELINE CROSSING  
PROFILE VIEW

**"AS-BUILT"**

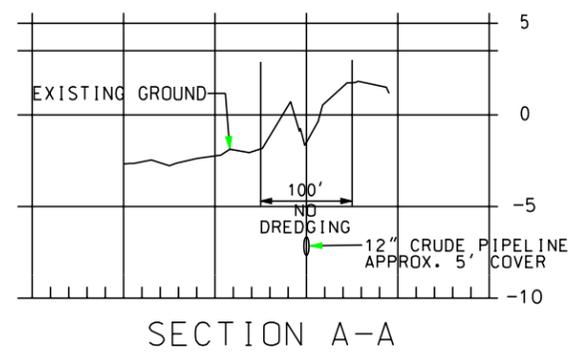
<b>BURK-KLEINPETER, INC.</b> ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-5901 FAX (504) 486-1714		DATE 1/04 SCALE AS SHOWN SHEET NO. 27		
DESIGNED CHECKED	DETAILED D.J. WILMORE	BKJ JOB NO. 10142		
DETAILS - ENBRIDGE PIPELINE BARATARIA BASIN LANDBRIDGE PROJECT BA-27D-CU6 JEFFERSON PARISH, LA.				
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE				
NO.	DATE	APPR.	TITLE	
CAD FILE NO.				
DRAWING NO.				
LA-352				
SHT. 27 OF 29				



SHELL PIPELINE CROSSING  
PLAN VIEW



SHELL PIPELINE CROSSING  
PROFILE VIEW  
(LOOKING SOUTH)



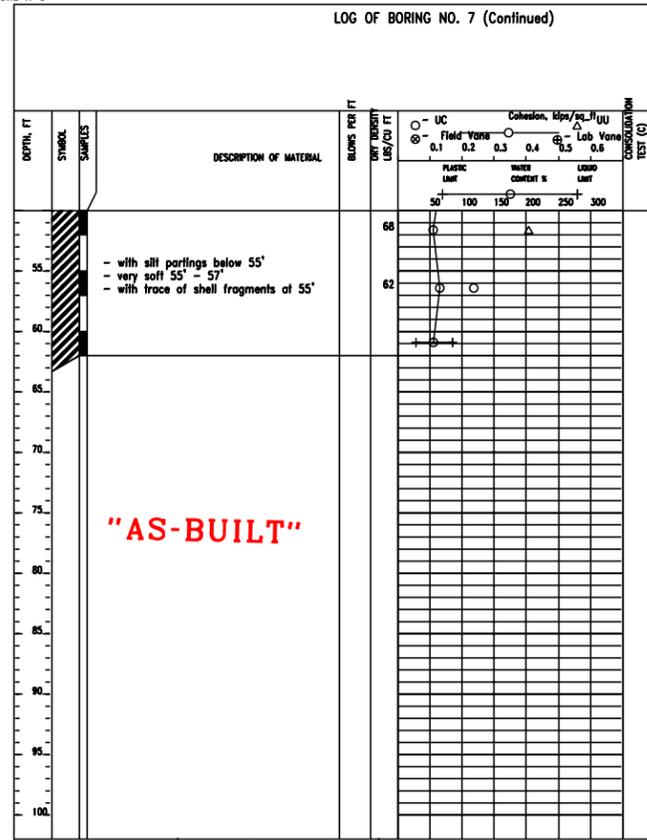
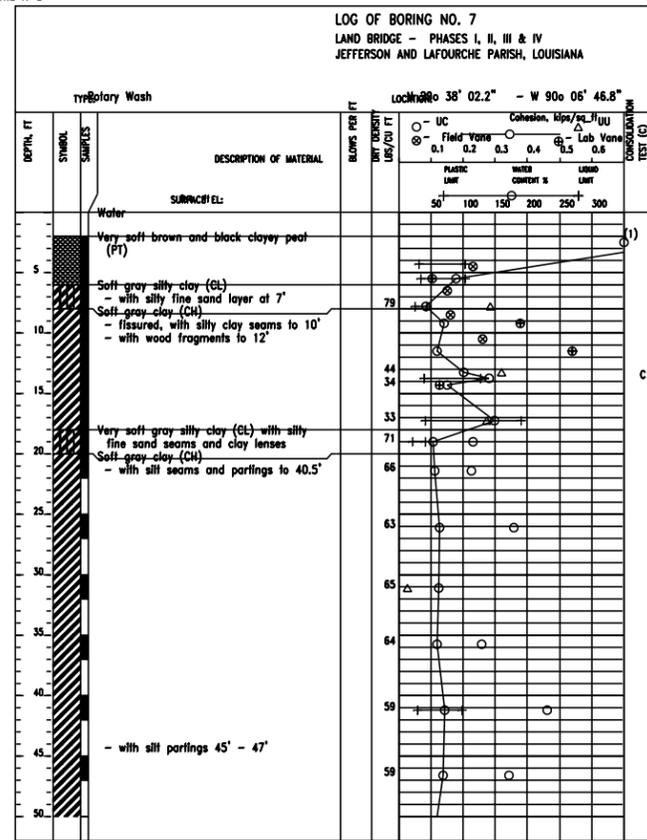
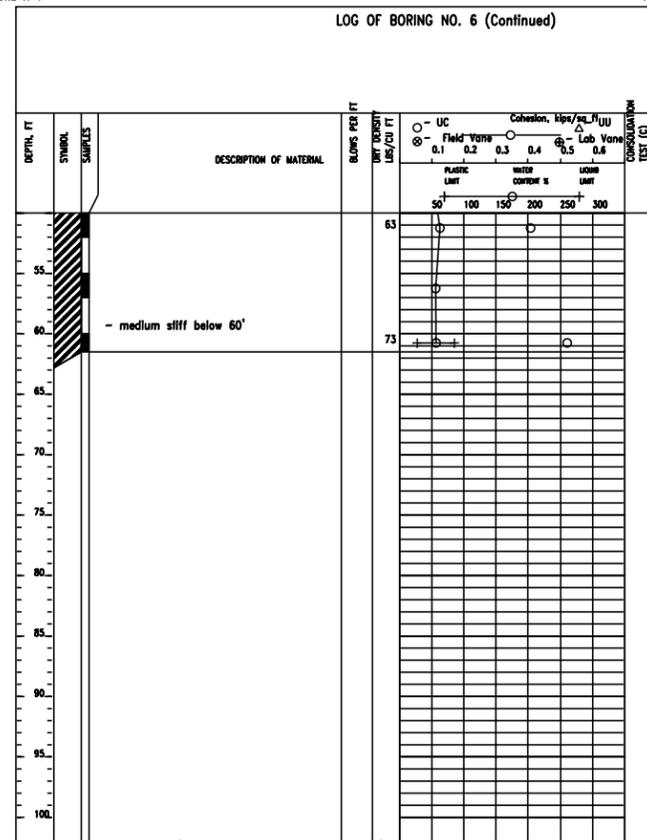
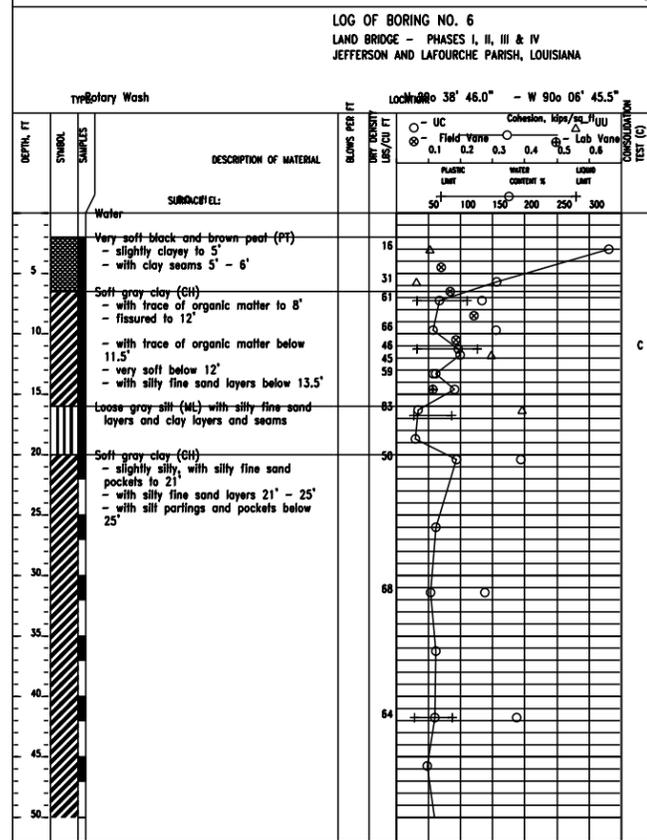
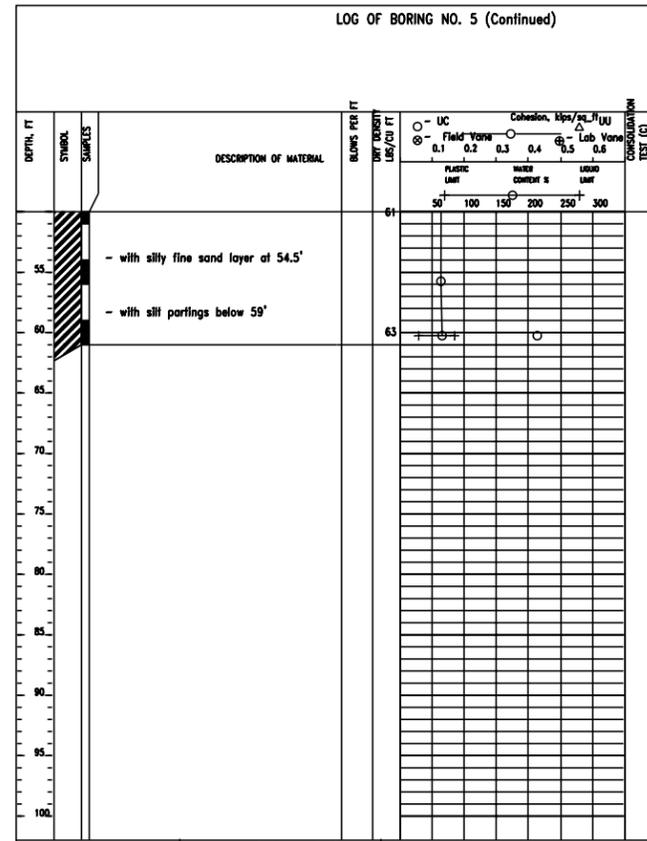
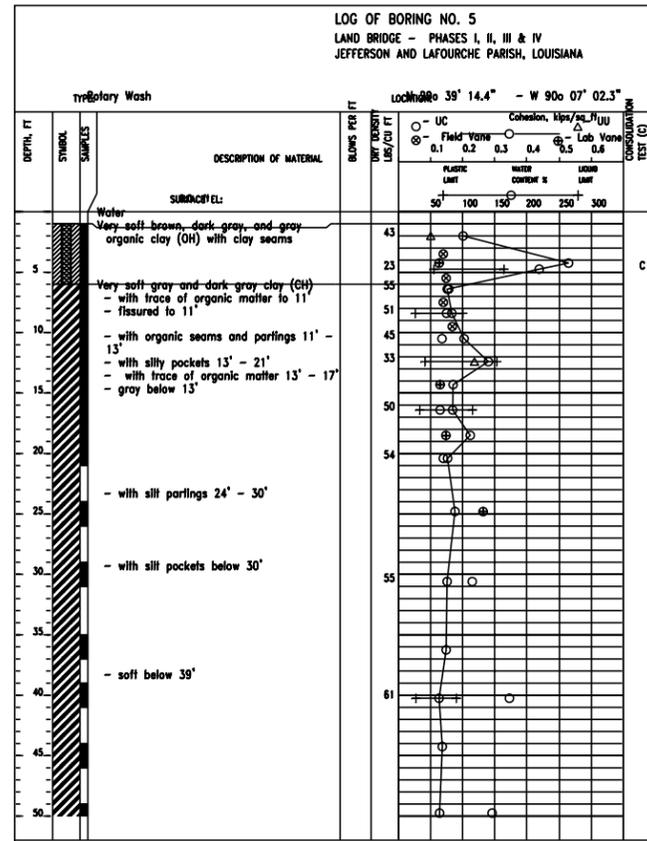
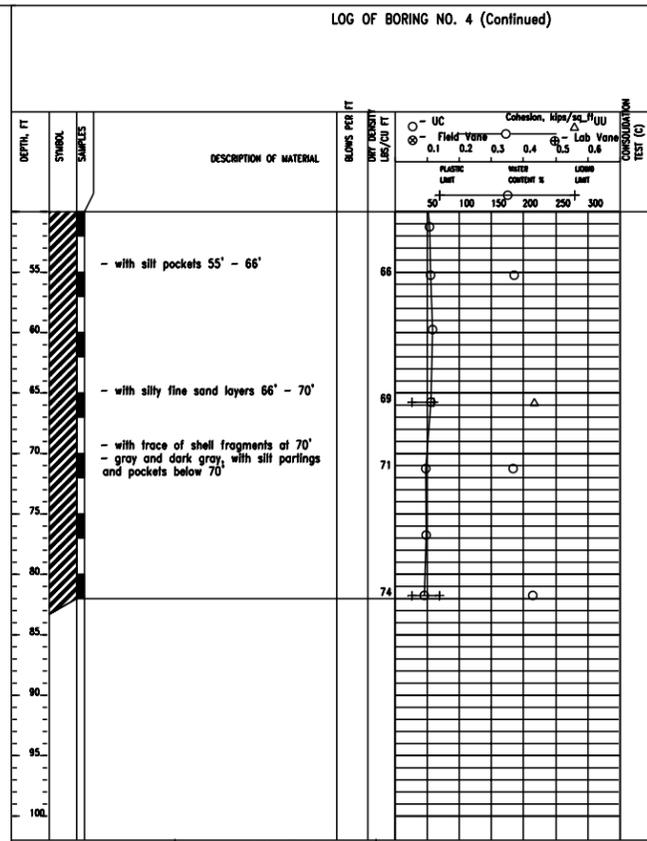
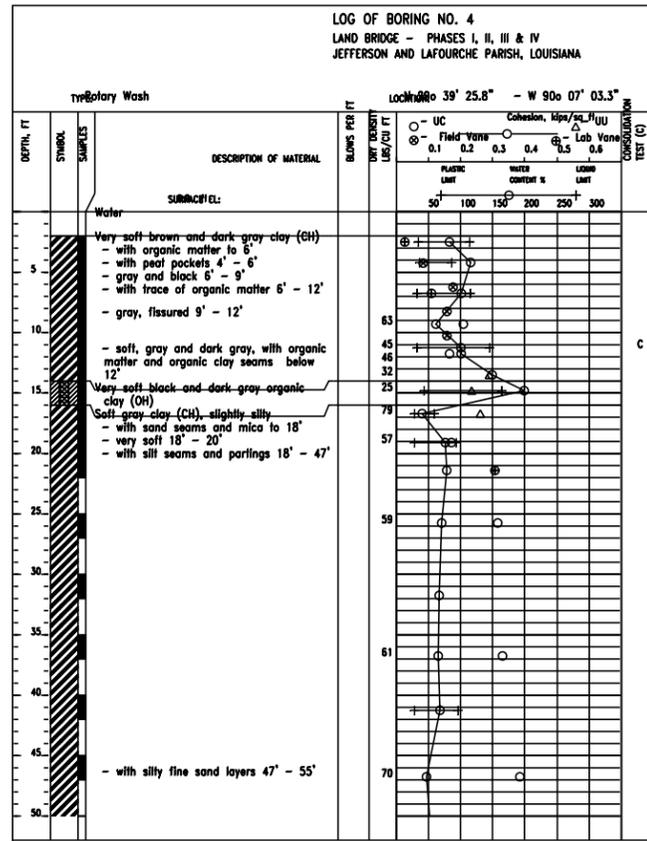
SECTION A-A

**"AS-BUILT"**

NOTE: STATIONING CORRESPONDS TO SHELL PIPELINE AS-BUILTS.

BURK KLEIN PETER, INC. ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS 4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994 (504) 486-9901 FAX (504) 486-1714		DATE 1/04 SCALE AS SHOWN SHEET NO. 28
DESIGNED M. ROBERTS CHECKED M. CHOPIN	DETAILED A. BRANCH BKJ JOB NO. 10142	
DETAILS - SHELL PIPELINE BARATARIA BASIN LANDBRIDGE PROJECT BA-27D-CU6 JEFFERSON PARISH, LA.		
U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE		
REVISIONS NO. DATE APPR. TITLE		
CAD FILE NO.		
DRAWING NO. LA-352		
SHT. 28 OF 29		





SOIL BORINGS  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU 6  
JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 486-5901 FAX (504) 486-1714

DESIGNED: M. ROBERTS  
CHECKED: M. CHOPIN

DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO. 29G

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

REVISIONS:

NO.	DATE	APPR.	TITLE

CAD FILE NO. \_\_\_\_\_  
DRAWING NO. LA-352  
SHEET NO 29G OF 29

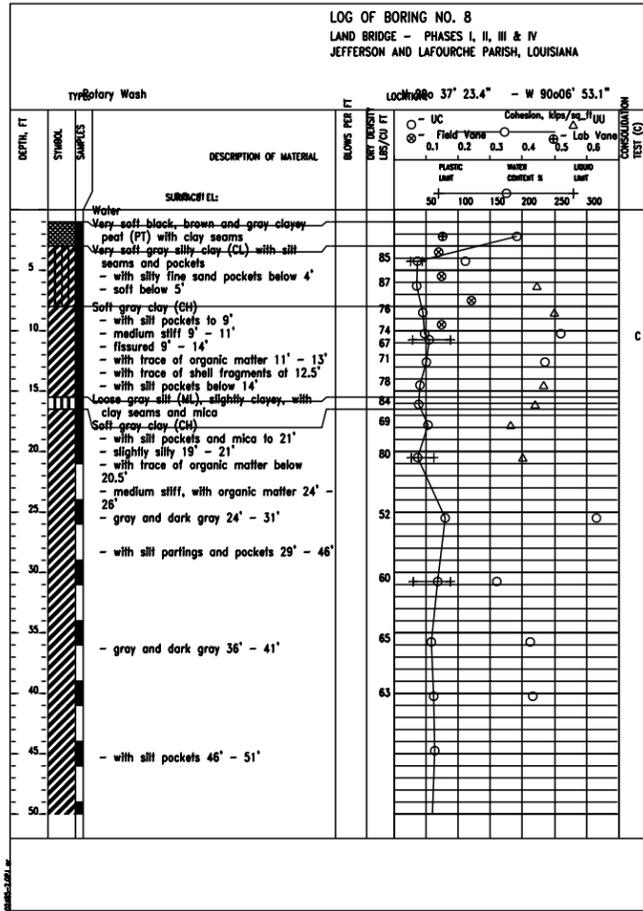


FIGURE A-15

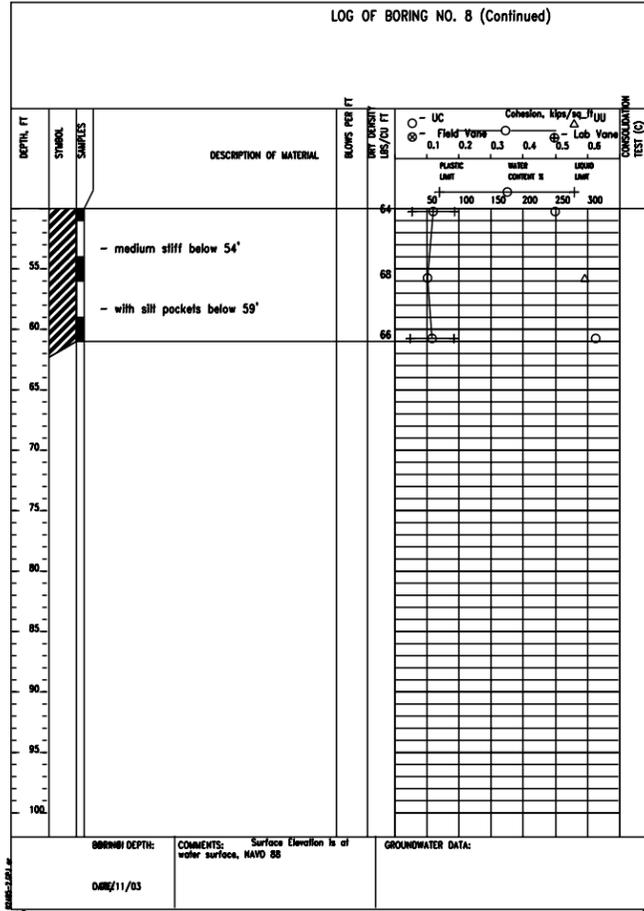


FIGURE A-16

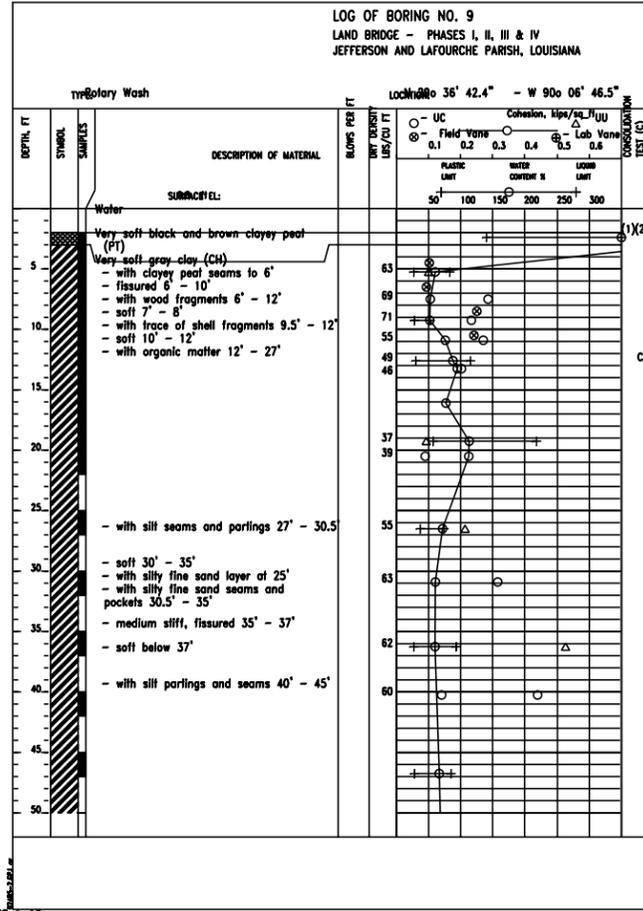


FIGURE A-17

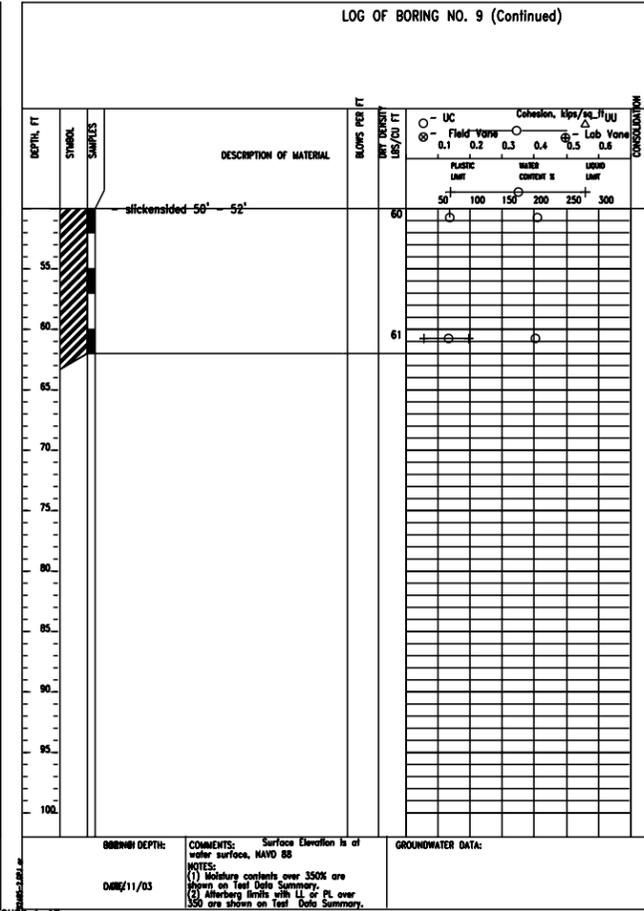


FIGURE A-18

SOIL BORINGS  
BARATARIA BASIN LANDBRIDGE  
PROJECT BA-27D-CU 6  
JEFFERSON PARISH, LA.

BURK-KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LOUISIANA 70119-5994  
(504) 486-5901 FAX (504) 486-1714

DESIGNED: M. ROBERTS  
CHECKED: M. CHOPIN  
DATE: 1/04  
SCALE: AS SHOWN  
SHEET NO. 29b

U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE

"AS-BUILT"

NO.	DATE	APPR.	TITLE

CAD FILE NO.  
DRAWING NO.  
LA-352  
SHEET NO 29b OF 29

**ATTACHMENT V**

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)

PHASE 4 – CONSTRUCTION UNIT NO.6

**PROJECT PERMIT  
&  
PERMIT AMENDMENTS**

Si L copy  
CU # 6

# DEPARTMENT OF THE ARMY PERMIT

Permittee: Jefferson Parish Council

Permit No. MVN 2004-1131-EBB

Issuing Office: New Orleans District

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

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

Project Description: Dredge an access channel and install and maintain riprap in accordance with the drawings attached in 4 sheets, dated November 19, 2003 and revised.

Project Location: Located at Latitude 29° 38.03', Longitude 90° 6.78', adjacent to Bayou Rigolettes in Jefferson Parish, Louisiana.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **AUGUST 31, 2009**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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

**Special Conditions: Page 4.**

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.

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

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

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

a. You fail to comply with the terms and conditions of this permit.

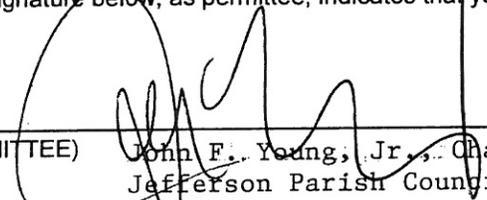
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

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

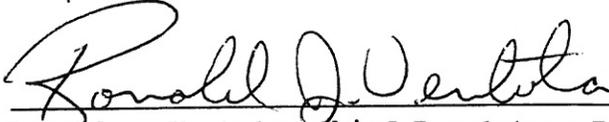
6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable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

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

X   
(PERMITEE) John F. Young, Jr., Chairman  
Jefferson Parish Council

X September 8, 2004  
(DATE)

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

  
Ronald J. Ventola, Chief Regulatory Branch

27 Sep 2004  
(DATE)

for Peter J. Rowan, District Engineer

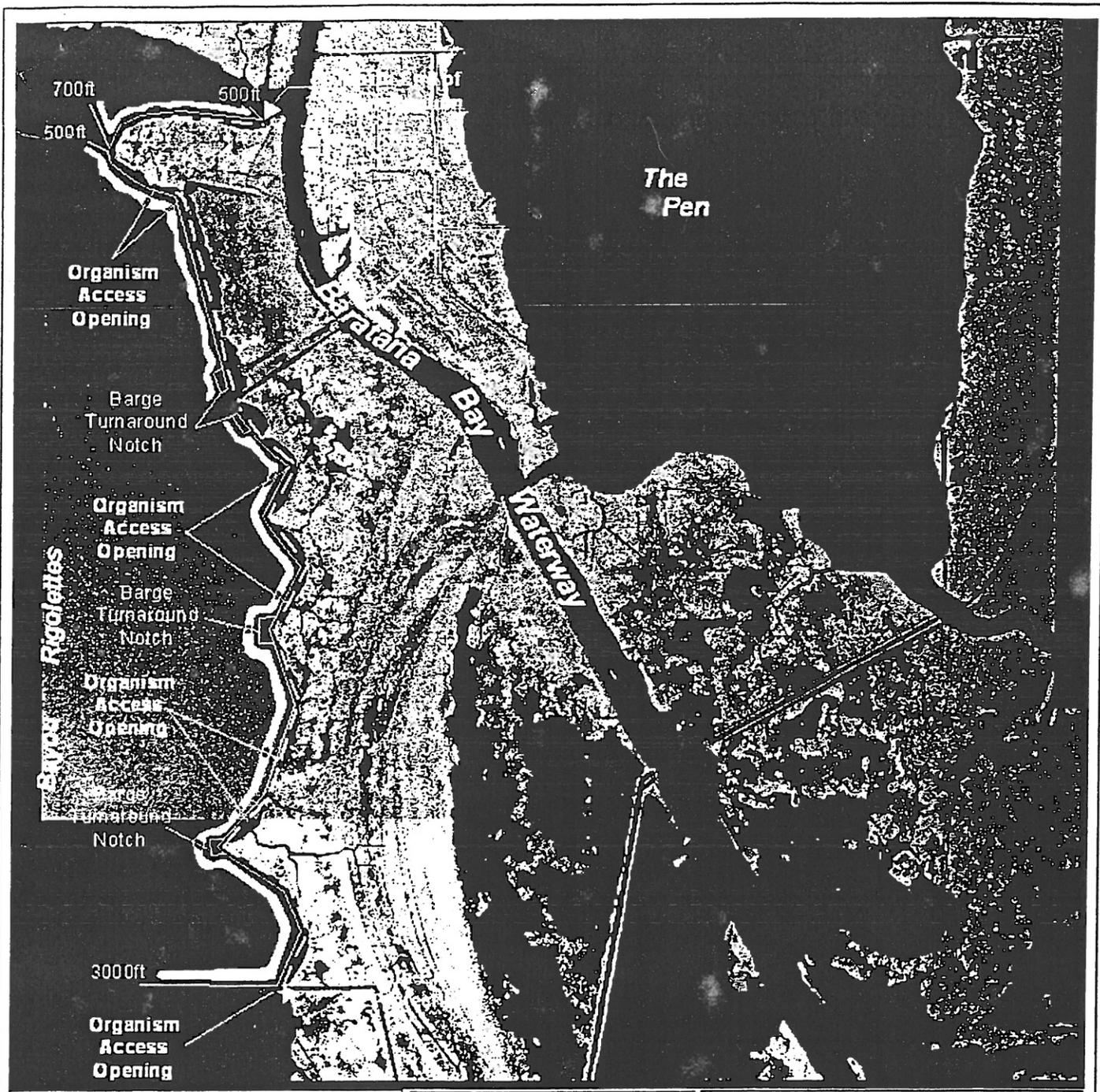
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated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

\_\_\_\_\_  
(TRANSFEREE)

\_\_\_\_\_  
(DATE)

**SPECIAL CONDITIONS: MVN 2004-1131-EBB**

7. 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.
8. 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 any equipment utilized in your authorized activity
9. 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.
10. If the proposed project, or future maintenance work, involves the use of floating construction equipment (barge mounted cranes, barge mounted pile driving equipment, floating dredge equipment, dredge discharge pipelines, etc.,) in the waterway, you are advised to notify the Eighth Coast Guard District so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the Commander (oan), Eighth Coast Guard District, ATTN: Marine Information Branch, 501 Magazine Street, New Orleans, Louisiana 70130-3396, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 589-6277.
11. Our Real Estate Division has indicated that your project is located in an area over which the federal government holds real estate interest. **No work may be performed under this permit until a real estate instrument is issued by our Real Estate Division.** If you require further information regarding real estate matters, call (504) 862-1295. The real estate instrument will be initiated by our Real Estate Division without further action required on your part.

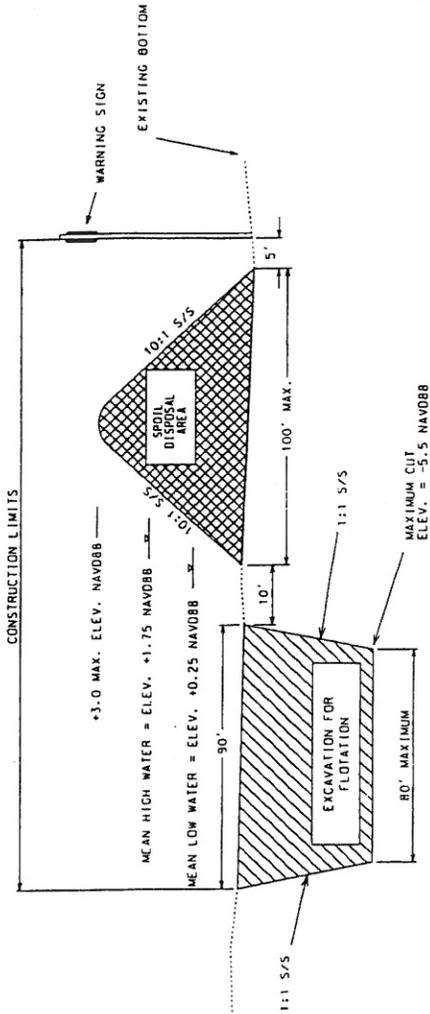


**Key to Features**

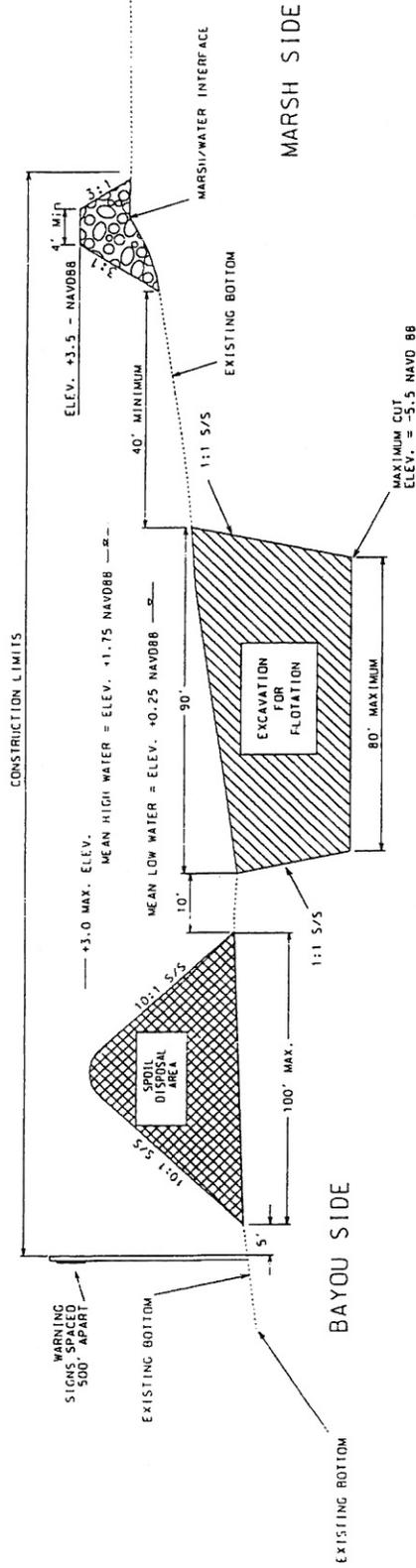
	Shoreline Protection
	Access Channel
	Spoil Placement

Barataria Landbridge BA-27d  
 Shoreline Protection Phase 4  
 Construction Unit 6  
 Jefferson Parish, Louisiana

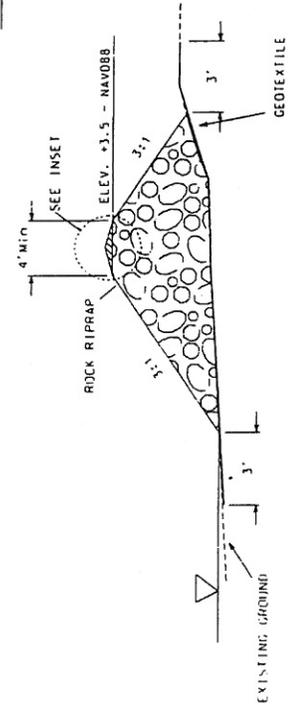




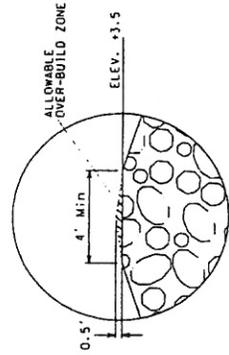
TYPICAL ACCESS CHANNEL EXCAVATION PERPENDICULAR TO SHORELINE



TYPICAL ACCESS CHANNEL EXCAVATION SHORELINE SEGMENT



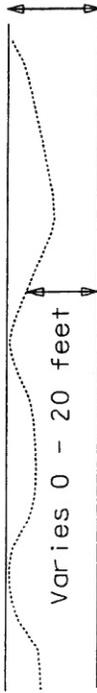
TYPICAL GEOTEXTILE AND ROCK PLACEMENT



ALLOWABLE OVER-BUILD ZONE  
ELEV. +3.5  
INSET  
ROUNDED TOP SECTION OF ROCK

Typical Rock Revetment  
Barataria Basin Landbridge BA-27a Phase 4  
Construction Unit 6  
Jefferson Parish, Louisiana  
Sheet 2 of 4

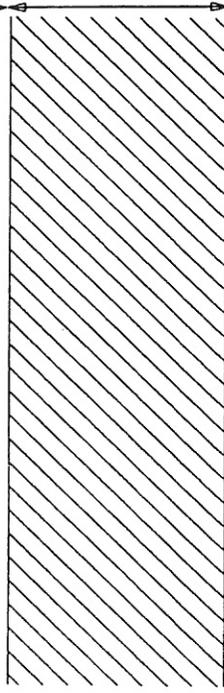
Toe of Revetment  
Marsh/Water Interface  
Toe of Revetment



Varies 30 - 40 feet

40 feet minimum

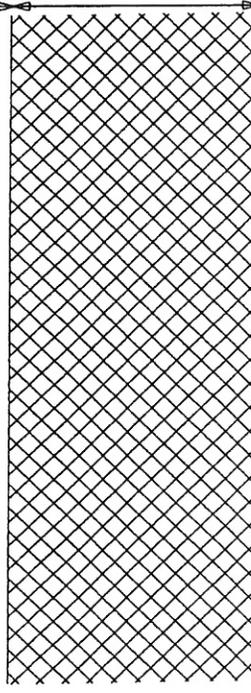
Access Channel



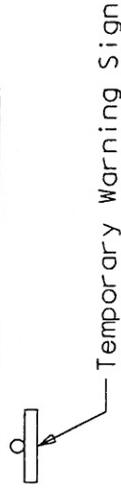
90 feet maximum top width

10 feet

Temporary Spoil Disposal Area



100 feet maximum



Temporary Warning Sign

## ROCK REVETMENT

TYPICAL PLAN VIEW  
(NOT TO SCALE)

Notes: 1. To extent possible, spoil will be used to create marsh at Sites 1, 2, and 3. Where not feasible, spoil will be placed as shown, and returned to access channel upon completion of construction.

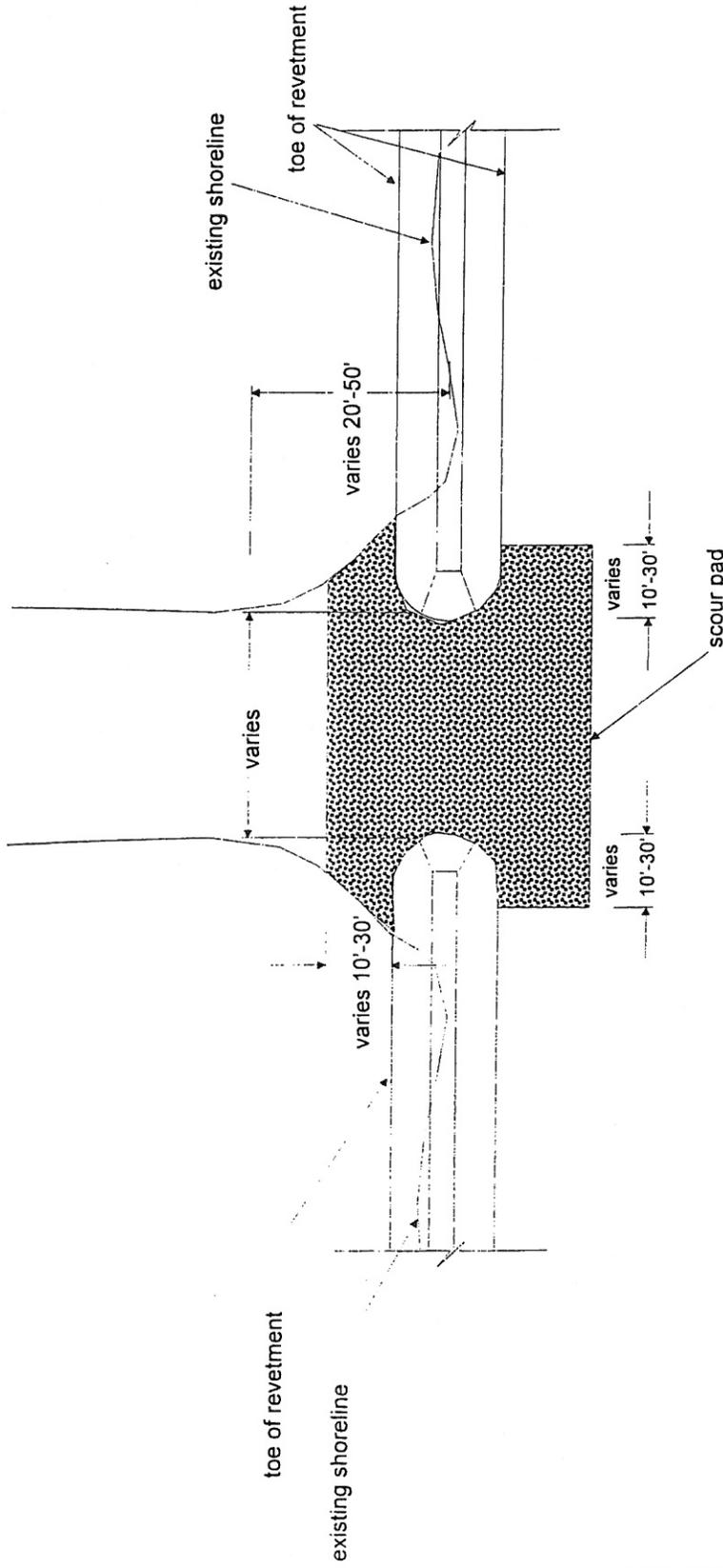
BA-27d BARATARIA LANDBRIDGE  
SHORELINE PROTECTION  
PHASE 4, CONSTRUCTION UNIT 6  
JEFFERSON PARISH, LA

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

Sheet 3 of 4

DATE: 11/19/2003

# Typical Marine Organism Access Opening



Plan View  
(Not To Scale)

1. Width of opening shall be approximately equal to width of existing channel 20-50 feet inward from shoreline.
2. Scour pad shall consist of a minimum thickness of 2 feet of rock rip rap and shall not exceed a top elevation of -0.8 NAVD88.

Sheet 4 of 4  
November 19, 2003

Barataria Basin Landbridge BA-27d  
Construction Unit 6  
Jefferson Parish, Louisiana

**ATTACHMENT VI**

BARATARIA LAND BRIDGE SHORELINE PROTECTION PROJECT (BA-27d)

PHASE 4 – CONSTRUCTION UNIT NO.6

**OPERATION, MAINTENANCE AND REHABILITATION  
BUDGET**

## ATTACHMENT VI

### OPERATION AND MAINTENANCE BUDGET

#### BA-27d BARATARIA LANDBRIDGE SHORELINE PROTECTION PROJECT – CONSTRUCTION UNIT NO.6 – PHASE 4

LEAD AGENCY: Natural Resources Conservation Service

#### PROJECT FEATURES

- 26,976 linear feet of rock rip-rap revetment

#### OPERATION AND MAINTENANCE / REHABILITATION ASSUMPTIONS

The operation, rehabilitation budget for the Barataria Basin Landbridge Shoreline Protection Project (BA-27d)- Construction Unit No.6 was based on the following assumption:

- Year 3 – recap 25% of foreshore rock dike and rock revetment (Approximately 45,000 tons).
- Year 7 - Signage Replacement (12 total)
- Year 14 - recap 10% of foreshore rock dike and rock revetment (Approximately 18,000 tons).

#### OPERATION AND MAINTENANCE CONSIDERATIONS

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

- |   |                  |
|---|------------------|
| <b>A. ANNUAL INSPECTIONS:</b>   | <b>\$126,200</b> |
| (1 day field trip with 5 team members including federal participant boat and report form) |                  |
| <b>B. ANNUAL COST OF OPERATIONS:</b>  | <b>\$0</b>       |
| (No operations required for this project)   |                  |
| <b>C. PREVENTATIVE MAINTENANCE</b>  | <b>\$0</b>       |
| <b>D. COSTS FOR MAINTENANCE PROJECT AT YEAR 3 (2010)</b>                                  |                  |

#### **Construction:**

- |                                 |            |
|---------------------------------|------------|
| 1. Mobilization/Demobilization: | \$ 500,000 |
| 2. Floatation Channel Dredging: | \$ 300,000 |

2. Recap rock dike and revetment (45,000 tons @ \$90/ ton)	\$4,050,000	
Construction Total:	\$4,850,000	
Contingency (25%)	<u>\$1,212,500</u>	
	\$6,062,500	
Total construction cost:		<b>\$6,062,500</b>
5. LDNR Administration:		<b>\$ 40,000</b>
6. COE Administration:		<b>\$ 776</b>
6. Engineering Consultant Design, Survey and Inspection:		<b>\$ 502,550</b>
Basic Services: (\$6,062,500 x 4.25%)	\$255,050	
Surveying: (10 days @ \$2,500/day)	\$ 25,000	
Construction Inspection: (2,000 hrs. @ 85\$/hr)	\$170,000	
Construction Administration: (250 hrs @ \$110/ hr)	\$ 27,500	
As-built Survey: (10 days @ \$2,500/day)	\$ 25,000	

<b>TOTAL COST FOR MAINTENANCE AT YEAR 3 (2010)</b>	<b>\$6,605,826</b>
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**E. COSTS FOR MAINTENANCE PROJECT AT YEAR 7 (2014)**

**Construction:**

1. Mobilization/Demobilization	\$ 5,000
2. Signage Replacement: (12 Total @ \$3,500/ each)	\$42,000
3. Miscellaneous Repairs:	\$61,934

Construction Total:	\$108,934	
Contingency (25%)	<u>\$ 27,234</u>	
	\$136,168	
Total Construction Cost:		<b>\$136,168</b>
5. LDNR Administration		<b>\$ 4,000</b>
6. COE Administration:		<b>\$ 938</b>
7. Engineering Consultant Design, Survey and Inspection:		<b>\$ 9,835</b>
Basic Engineering Services: (\$58,750 x 10%)	\$5,875	
Construction Inspection: (Allowance @ \$85/hr.)	\$ 3,960	

<b>TOTAL COST FOR MAINTENANCE AT YEAR 7 (2014)</b>	<b>\$ 150,941</b>
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**F. COSTS FOR MAINTENANCE PROJECT AT YEAR 14 (2021)**

**Construction:**

1. Mobilization/Demobilization:	\$ 500,000	
2. Floatation Channel Dredging:	\$ 300,000	
2. Recap rock dike and revetment (18,000 tons @ \$90/ ton)	\$1,620,000	
Construction Total:	\$2,242,000	
Contingency (25%)	<u>\$ 605,000</u>	
	\$3,025,000	
Total construction cost x (inflation 1.24):		<b>\$3,751,000</b>
5. LDNR Administration:		<b>\$ 20,000</b>
6. COE Administration:		<b>\$ 1,169</b>

6. Engineering Consultant Design, Survey and Inspection: \$ 484,843

Basic Services: \$242,843  
( $\$3,751,000 \times 6.5\%$ )

Surveying: \$ 25,000  
(10 days @ \$2,500/day)

Construction Inspection: \$170,000  
(2,000 hrs. @ 85\$/hr)

Construction Administration: \$ 22,000  
(200 hrs @ \$110/ hr)

As-built Survey: \$ 25,000  
(10 days @ \$2,500/day)

<b>TOTAL COST FOR MAINTENANCE AT YEAR 14 (2021)</b>	<b>\$4,257,012</b>
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<b>OPERATION, MAINTENANCE AND REHABILITATION (O&amp;M) BUDGET SUMMARY – BA-27d BARATARIA BASIN LANDBRIDGE – CU# 6</b>	
<b>O&amp;M Budget:</b>	<b>\$11,139,979</b>