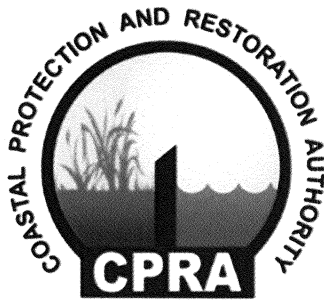


**ADDENDUM #1  
FOR**

**NRDA LAKE HERMITAGE MARSH CREATION  
INCR. 2 - VEGETATIVE PLANTINGS PROJECT  
(BA-141)**

**PLAQUEMINES PARISH, LOUISIANA**



**STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY**

**APRIL 1, 2015**

**ADDENDUM NO. 1**  
**NRDA Lake Hermitage Marsh Creation Incr. 2**  
**Vegetative Plantings Project (BA-141)**

**This addendum shall be considered part of the Plans, Specifications, and Contract Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.**

**I. Responses to Questions Submitted by Contractors:**

Contractor Question/Comment (1): Can I get the Engineer's cost estimate for this project?

CPRA Response (1): The Engineer's cost estimate for the total project is \$864,752.00.

Contractor Question/Comment (2): Can I get some coordinates for project areas 2, 3, 4 and 5?

CPRA Response (2): Coordinates for the four project areas are as follows:

Area 2 – X = 3,751,066.04, Y = 387,960.60

Area 3 – X = 3,752,537.04, Y = 388,002.50

Area 4 – X = 3,752,834.74, Y = 387,090.36

Area 5 – X = 3,754,509.98, Y = 387.564.18

**II. Revisions to Specifications:**

APPENDIX: The attachments for Appendixes A, B and C were not included in the Bid Documents.

Attachments: Request for Information, Change Orders, Acceptance, Owner Obtained Permits, and Lawn Owners Contact Information are included with this addendum.

**PRE-BID SIGN IN SHEET ATTACHED**

**APPENDIX A: REQUEST FOR INFORMATION, CHANGE ORDERS, AND ACCEPTANCE**

NRDA Lake Hermitage Marsh Creation Incr. 2  
Vegetative Plantings Project (BA-141)  
Request for Information (RFI)

DATE:

RFI Number:

Summary of RFI by Contractor
Signature:

Response to RFI by Engineer
Signature:



**CHANGE ORDER NO. \_\_**

**OWNER:** State of Louisiana, Coastal Protection & Restoration Authority  
**CONTRACTOR:** \_\_\_\_\_  
**PROJECT:** NRDA Lake Hermitage Marsh Creation Incr. 2  
 Vegetative Plantings Project (BA-141)  
**COST CENTER:** \_\_\_\_\_  
**FUND:** \_\_\_\_\_  
**ENGINEER:** Shane Faust

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

•

**Description:** See attached summary.

**Attachments (list documents supporting change):**

•

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

**RECOMMENDED:**

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

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

**RECOMMENDED:**

By: \_\_\_\_\_  
 CPRA Construction Manager

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

**ACCEPTED:**

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

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

**NRDA LAKE HERMITAGE MARSH CREATION INCR. 2  
VEGETATIVE PLANTINGS PROJECT (BA-141)**

**SUMMARY OF CHANGE ORDER NO: \_\_\_\_\_**

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

**Justification:**

- 

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

❖ NOT FOR RECORDATION PURPOSES ❖

## RECOMMENDATION OF ACCEPTANCE

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

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

DATE: \_\_\_\_\_

PROJECT NAME & NUMBER: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_ (*Attach  
punch list*)

Signed: \_\_\_\_\_  
DESIGNER

**FOR USE OF PROJECT MANAGER:**

Signed: \_\_\_\_\_  
PROJECT MANAGER

❖ NOT FOR RECORDATION PURPOSES ❖

**APPENDIX B: OWNER OBTAINED PERMITS**

BOBBY JINDAL  
GOVERNOR



SCOTT A. ANGELLE  
SECRETARY

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

March 11, 2009

Kristi Cantu  
Office of Coastal Protection and Restoration  
P. O. Box 44027  
Baton Rouge, LA 70804

RE: **C20090038 Coastal Zone Consistency**  
**USFWS**  
**Lake Hermitage Marsh Creation CWPPRA Project BA-42, Plaquemines Parish,**  
**Louisiana**

Dear Ms. Cantu:

The above referenced project has been reviewed for consistency with the approved Louisiana Coastal Resource Program (LCRP) as required by Section 307 of the Coastal Zone Management Act of 1920, as amended. The project as proposed in the application is consistent with the LCRP.

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

Sincerely yours,

A handwritten signature in cursive script that reads "Karl L. Moy for".

Jim Rives  
Administrator

JR/JH/bgm

cc:

James F. Boggs, USFWS, Lafayette  
Pete Serio, COE-NOD  
Rick Hartman, NMFS  
Frank Cole, CMD FI  
Albertine Kimble, Plaquemines Parish

BOBBY JINDAL  
GOVERNOR



HAROLD LEGGETT, PH.D.  
SECRETARY

State of Louisiana  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL SERVICES

MAR 31 2009

Louisiana Office of Coastal Protection & Restoration  
P.O. Box 44027  
Baton Rouge, LA 70804

Attention: Kristi Cantu, Agent for U.S. Fish & Wildlife Service

RE: Water Quality Certification (WQC 090223-01/AI 163350/CER 20090001)  
Corps of Engineers Permit (MVN-2009-0264-EFF)  
Plaquemines Parish

Dear Ms. Cantu:

The Department has reviewed your application to dredge waterbottoms, excavate land, install a sediment pipeline & place spoil and fill material for the Lake Hermitage Marsh Creation Project, in the vicinity of Lake Hermitage, Louisiana.

The requirements for Water Quality Certification have been met in accordance with LAC 33:IX.1507.A-E. Based on the information provided in your application, we have determined that the placement of the fill material will not violate the water quality standards of Louisiana provided for under LAC 33:IX.Chapter 11. Therefore, the Department has issued a Water Quality Certification.

Sincerely,

A handwritten signature in black ink, appearing to read "T. F. Harris".

Thomas F. Harris  
Administrator  
Waste Permits Division

TFH/jjp

c: Corps of Engineers- New Orleans District

110

02011353

Three(3) copies of the drawings must accompany the utility permit application  
Four (4) copies of the drawings must accompany the Interstate utility permit application

Permit Number

CONTROL 002 SECTION 03

ENTERED IN COMPUTER FILE

INITIAL AND DATE

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
PROJECT PERMIT  
(Required by State Law)  
R.S. 48:341  
Rev 01/06

This permit shall be available at the site where and when work is being done.

Whereas Office of Coastal Protection and Restoration  
(Print or type name of applicant)

hereinafter termed applicant, requests a permit for the use and occupancy of the right-of-way of State

Highway No. LA 23 in Plaquemines Parish, located as follows:  
from: \_\_\_\_\_ Lat: 29.5707 Long: 89.8035  
to: \_\_\_\_\_ Lat: 29.5702 Long: 89.8038  
(in Decimal Degrees, e.g. Lat -30.459, Long -91.178)

for the installation, operation and maintenance of the following described project (use additional sheets as necessary):

42" jacked casing pipe to facilitate the placement of a temporary dredge slurry pipeline used to create 534 acres of marsh (32" HOPE pipe approximately 190' in length).

Estimated number of times this facility will be accessed each year after construction has been completed, including meter readings: \_\_\_\_\_

Please read all provisions prior to signing this permit.  
Failure to conform to the provisions of this permit shall result in DOTD revoking said permit.  
By signing this permit, the applicant acknowledges receiving a copy of all rules and regulations.

Permit is subject to the following conditions (use additional sheets as necessary):

\_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
(Check box if review required.)

Stenn A. Richard 4/16/09  
 District Permit Specialist / Date

District Traffic Operations Engineer / Date

District Maintenance Engineer / Date

District Engineer Administrator / Date

Permit must be signed by the owner or lessee of the property.  
Contractor may NOT acquire permit

(Signed) John Monzon  
(Owner) John Monzon  
(Name of Person Signing Permit)

(Title) 450 Laurel St. Ste 1501  
(Street or P.O. Box)  
Baton Rouge, La 70801  
(City or Town) (State) (Zip Code)

(Telephone Number)

(E-mail Address - optional)

Applicant must notify District Permit Specialist  
at phone number: (504) 437-3130  
prior to beginning work and after work is completed.

Issue Date: 4/16/09  
Expiration Date: 10/16/09

MICHAEL J. STACK, P.E., P.L.S.  
APPROVED: [Signature]  
DISTRICT ADMINISTRATOR

HEADQUARTERS

DISTRICT

PERMITTEE

**FIRST:** That, the rights and privileges granted herein shall be nonexclusive and shall not be construed to be any broader than those expressly set out in Acts of the Legislature of the State of Louisiana, regardless of the language used in this permit and that any facilities placed on the highway right-of-way shall be placed in accordance with existing laws and the standards of the Department.

**SECOND:** That, all facilities thereto, after having been erected, shall at all times be subject to inspection and the right is reserved to require such changes, additions, repairs, relocations and removal as may at anytime be considered necessary to permit the relocation, reconstruction, widening and maintaining of the highway and to provide proper and safe protection to life and property on or adjacent to the highway, or in the interest of safety to traffic on the highway and that the cost of making such changes, additions, repairs and relocations shall be borne by the applicant, and that all of the cost of the work to be accomplished under this permit shall be borne by the permittee who agrees to hold the Department harmless therefor.

**THIRD:** That, the proposed facilities or their operation or their maintenance shall not unreasonably interfere with the facilities or the operation or maintenance of the facilities of other persons, firms or corporations previously issued permits of use and occupancy, and the proposed facilities shall not be dangerous to persons or property using or occupying the highway or using facilities constructed under previously granted permits of use and occupancy; and that the Department's records of prior permits are available, it being the duty of the applicant to determine the existence and location of all facilities within the highway right of way.

**FOURTH:** That, installations within the highway right-of-way shall be in accordance with applicable provisions contained in the following: AASHTO Guide for Accommodating Utilities within Highway Right of Way, Code of Federal Regulations 23 (CFR 23), National Electrical Safety Code C2, 1996 Federal Telecommunications Act. Those facilities not included in the above mentioned documents shall be in accordance with accepted practice. Where standards of the Department exceed those of the above cited codes, the standards of the Department shall apply. The Department reserves the right to modify its policies as may be required if conditions warrant.

**FIFTH:** That, data relative to the proposed location, relocation and design of fixtures or appurtenances as may be required by the Department shall be furnished to the Department by the applicant free of cost, and that the applicant shall make any and all changes or additions necessary to make the proposed facilities thereto satisfactory to the Department.

**SIXTH:** That, cutting and trimming of trees, shrubs, etc., shall be in accordance with the Department's EDSM IV.2.1.6 and Vegetation Manual, as revised.

**SEVENTH:** That, the applicant agrees to defend, indemnify, and hold harmless the Department and its duly appointed agents and employees from and against any and all claims, suits, liabilities, losses, damages, costs or expenses, including attorneys' fees sustained by reason of the exercise of this permit, whether or not the same may have been caused by the negligence of the Department, its agents or employees, provided, however, that the provisions of this last clause (whether or not the same may have been caused by the negligence of the Department, its agents or employees) shall not apply to any personal injury or property damage caused by the sole negligence of the Department, its agents or employees, unless such sole negligence shall consist or shall have consisted entirely and only of negligence in the granting of a project permit or project permits.

**EIGHTH:** That, the applicant is the owner of the facility for which a permit is requested, and is responsible for maintenance of such: and any permit granted by the Department is granted only insofar as the Department had the power and right to grant the same.

**NINTH:** That, any permit granted by the Department is subject to revocation at any time.

**TENTH:** That, signing for warning and protection of traffic in instances where workmen, equipment or materials are in close proximity to the roadway surfacing, shall be in accordance with requirements contained in the Department's Manual on Uniform Traffic Control Devices. No vehicles, equipment and/or materials shall operate from, or be parked, stored or stock piled on any highway, median, or in an area extending from the outer edge of the shoulder of the highway on one side to the outer edge of the shoulder of the highway on the opposite side or in the median of any divided highway.

**ELEVENTH:** That, all provisions and standards contained herein relative to the installation of utilities shall apply to future operation, service and maintenance of utilities.

**TWELFTH:** That, drainage in highway side and cross ditches must be maintained at all times. The entire highway right of way affected by work under a permit must be restored to as good a condition as existed prior to beginning work to the complete satisfaction of the Department's R/W Permit Engineer.

**THIRTEENTH:** Any non-metallic or non-conductive underground facility must be installed with a non-corrosive metallic wire or tape placed directly over and on the center of the facility for its entire length within highway right-of-way. Wire or tape must be connected to all facilities.

**FOURTEENTH:** Prior to performing any excavations, the applicant is required to call Louisiana One Call. If installing any underground facilities such as cable or conduits, the applicant must be a member of Louisiana One Call.

#### STANDARDS FOR THE INSTALLATION OF FACILITIES ON STATE HIGHWAYS

##### GENERAL

- (1) All materials and workmanship shall conform to the requirements of the applicable industry code and to Department specifications.
- (2) All safety precautions for the protection of the traveling public must be observed. Undue delay to traffic will not be tolerated.
- (3) All excavations within the limits of the right-of-way shall be backfilled and tamped in six inch layers to the density of the adjacent undisturbed soil. Where sod is removed or destroyed, it shall be replaced within one week. Where existing spoil material is, at the discretion of the Department, unsuitable for backfill, select material shall be furnished in lieu thereof and the existing material disposed of by approved methods.
- (4) Any clearing and grubbing which may be required by the applicant shall be represented by a plan covering any such actions as well as erosion control measures which may be required to vegetate the area under such clearing and grubbing. The applicant is authorized to retain all cleared timber. The applicant shall follow-up with an erosion control, seeding plan approved by DOTD.
- (5) Access to the lines shall be first from the land side, second from the interchange (longitudinally) and third from the highway (to be approved in each instance).
- (6) Repairs under the roadway will not be allowed if such repairs necessitate open cutting the highway. If a problem occurs with a line crossing, the utility company must install a new crossing. The utility company must bear 100% of the cost.
- (7) The DOTD District Permit Office shall be contacted and notified and shall give approval whenever the cable must be accessed, including routine maintenance. For routine maintenance, three (3) days' notice shall be given. In emergency situations, as much notice as possible must be given.
- (8) Repeater boxes shall be placed as far outside of the right-of-way as possible, unless where otherwise approved by the Department, and in an area that will allow easy access for maintenance.
- (9) Parallel installations shall be located on a uniform alignment to the right-of-way line and within six (6) inches of the approved alignment.

HEADQUARTERS

DISTRICT

PERMITTEE



**BOBBY JINDAL**  
GOVERNOR



**PEGGY M. HATCH**  
SECRETARY

**State of Louisiana**  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
ENVIRONMENTAL SERVICES

SEP 07 2011

Louisiana Office of Coastal Protection & Restoration  
P.O. Box 44027  
Baton Rouge, LA 70804

Attention: Kristi Cantu, Agent for the U.S. Fish & Wildlife Service

RE: Water Quality Certification (WQC 090223-01/AI 163350/CER 20110001)  
Corps of Engineers Permit (MVN-2009-0264-EFF)  
Plaquemines Parish

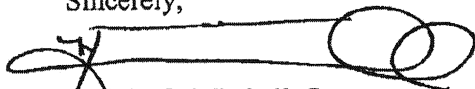
Dear Ms. Cantu:

The Louisiana Department of Environmental Quality (the Department) has reviewed your revised application to dredge waterbottoms, excavate land, install a sediment pipeline & place spoil and fill material for the Lake Hermitage Marsh Creation Project, in the vicinity of Lake Hermitage, Louisiana. This revision concerns the need for additional dredging and the expansion of the marsh creation area and containment dikes.

Based on the information provided in the application, the Department made a determination that the requirements for a Water Quality Certification have been met and concludes that the placement of the fill material will not violate water quality standards of Louisiana as provided for in LAC 33:IX.Chapter 11. Therefore, the Department hereby issues a Water Quality Certification to the U.S. Fish & Wildlife Service.

If you have any questions, please call Jamie Phillippe at 225-219-3225.

Sincerely,



Melvin C. Mitchell, Sr.  
Administrator  
Water Permits Division  
MCM/jjp

c: Corps of Engineers- New Orleans District

June 28, 2011

Memorandum

To: Andrew Beall, CED Project Manager  
From: Joyce M. Montgomery, CRD Land Specialist III  
RE: Landrights Completion  
Lake Hermitage Marsh Creation Project BA-42

The CRD Land Section has completed all landrights necessary to proceed to construction contracting on the above referenced project. The following information is being transmitted via this memorandum, or has already been forwarded to you under separate memorandum:

<input checked="" type="checkbox"/> <i>Servitude Agreement(s)</i>	<input type="checkbox"/> <i>Mineral Operations Agreement(s)</i>
<input checked="" type="checkbox"/> <i>Pipeline Agreement(s)</i>	<input checked="" type="checkbox"/> <i>Grant of Particular Use</i>
<input type="checkbox"/> <i>Oil/Gas Operator Agreement(s)</i>	<input checked="" type="checkbox"/> <i>State Land Office Letter of No Objection</i>
<input type="checkbox"/> <i>Memorandum(s) of Agreement</i>	<input type="checkbox"/> <i>Assignment of Rights to Federal Sponsor</i>
<input checked="" type="checkbox"/> <i>CWPPRA Section 303(e) approval</i>	<input checked="" type="checkbox"/> <i>Landrights Certification Letter</i>
<input type="checkbox"/> <i>Right(s) of Entry for Construction</i>	<input type="checkbox"/> <i>Surface Lease</i>

Please note the following information that will need to be included in the contract specifications and/or for future monitoring, operations and maintenance site visits:

**I. BRADISH JOHNSON COMPANY, LTD: expires June 30, 2044**

***Sections 14 (LESS NW/4 of the NW/4), 15, 16, 17, 18, 19, and 20, T18S-R26E;  
and all of Fractional Section 25, T17S - R26E, all in Plaquemines Parish,  
Louisiana.***

- a. The right to plant or cause the growth of vegetation in, on, over, and across said Lands, including the right to nourish, replenish and maintain said vegetation;
- b. The right to plug, close, or fill selected channels, canals, ditches, streams, or waterbodies located on said Lands;
- c. The right to deposit dredged sediment and/or fill material on, over, and across said Lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged material or sediment deposition for wetland creation, restoration and enhancement;
- d. The right to construct and maintain fencing material to encourage the deposition of sand/sediment on said Lands;

- e. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands;
- f. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- g. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Projects;
- h. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Projects and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said Lands to access Project features located on adjacent Lands;
- j. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Projects.
- k. The right to locate a slurry pipeline across said Lands to transport sediments from the Mississippi River to the marsh creation sites as shown on Exhibit A.

## II. DEFELICE LAND COMPANY, L.L.C.: expires June 9, 2044

*All of Sections 23, 24, 26, 27, and 28, T17S-R26E, all of Sections 11, 13, and 47, and the NW/4 of Section 14, T18S-R26E, Plaquemines Parish, Louisiana.*

- a. The right to plant or cause the growth of vegetation in, on, over, and across said Lands, including the right to nourish, replenish and maintain said vegetation;
- b. The right to plug, close, or fill selected channels, canals, ditches, streams, or waterbodies located on said Lands;
- c. The right to deposit dredged sediment and/or fill material on, over, and across said Lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged material or sediment deposition for wetland creation, restoration and enhancement;
- d. The right to construct and maintain fencing material to encourage the deposition of sand/sediment on said Lands;

- e. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands;
- f. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- g. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Project;
- h. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said Lands to access Project features located on adjacent Lands;
- j. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

### III. PLAQUEMINES PARISH GOVERNMENT: perpetual

#### *Tract 1:*

*Those Portions of Sections 4 & 5, T17S-R26E, Plaquemines Parish, Louisiana acquired by Plaquemines Parish Commission Council through sale from Occidental Petroleum Corporation dated August 16, 1972, recorded November 30, 1972, at COB 386, Folio 531, Entry 86, of the Clerk of Court records of Plaquemines Parish, Louisiana, and*

#### *Tract 2:*

#### **JEFFERSON CANAL PARCEL**

*Commence at the NGS Monument S 393, said point having a NAD 83 coordinate of N: 397,299.06, E: 3,758,442.18; thence proceed S58°01'41"E a distance of 9,542.31 feet to the point of beginning, A; thence proceed S62°05'36"E a distance of 230.90 feet to a point, B; thence proceed S49°21'07"W a distance of 153.44 feet to a point, C; thence proceed S24°21'23"W a distance of 502.18 feet to a point, D; thence proceed S23°43'19"W a distance of 494.78 feet to a point, E; thence proceed S26°00'51"W a distance of 500.46 feet to a point, F; thence proceed S30°09'15"W a distance of 502.77 feet to a point, G; thence proceed S23°29'47"W a distance of 499.42 feet to a point, H; thence proceed S24°55'02"W a distance of 499.49 feet to a point, I; thence proceed S24°22'24"W a distance of 502.17 feet to a point, J; thence proceed*

*S23°38'02"W a distance of 502.38 feet to a point, K; thence proceed  
 S27°39'17"W a distance of 396.45 feet to a point, L; thence proceed  
 S09°41'25"W a distance of 176.91 feet to a point, M; thence proceed  
 S42°00'13"W a distance of 214.38 feet to a point, N; thence proceed  
 S34°16'28"W a distance of 227.17 feet to a point, O; thence proceed  
 S28°46'34"W a distance of 500.43 feet to a point, P; thence proceed  
 S39°08'28"W a distance of 489.93 feet to a point, Q; thence proceed  
 S49°48'34"W a distance of 431.65 feet to a point, R; thence proceed  
 N56°41'18"W a distance of 255.29 feet to a point, S; thence proceed  
 N54°48'56"E a distance of 494.79 feet to a point, T; thence proceed  
 N43°52'35"E a distance of 426.59 feet to a point, U; thence proceed  
 N32°53'25"E a distance of 505.47 feet to a point, V; thence proceed  
 N21°15'39"E a distance of 363.88 feet to a point, W; thence proceed  
 N26°19'54"E a distance of 199.37 feet to a point, X; thence proceed  
 N25°06'09"E a distance of 438.03 feet to a point, Y; thence proceed  
 N25°53'45"E a distance of 501.34 feet to a point, Z; thence proceed  
 N25°37'55"E a distance of 499.87 feet to a point, AA; thence proceed  
 N25°28'42"E a distance of 496.38 feet to a point, BB; thence proceed  
 N24°52'38"E a distance of 500.86 feet to a point, CC; thence proceed  
 N24°19'03"E a distance of 500.99 feet to a point, DD; thence proceed  
 N25°39'08"E a distance of 502.08 feet to a point, EE; thence proceed  
 N24°43'22"E a distance of 499.44 feet to a point, FF; thence proceed  
 N27°19'33"E a distance of 447.91 feet to a point, GG; thence proceed  
 N32°08'17"E a distance of 198.52 feet the point of beginning, A; All of which  
 comprises Jefferson Canal Parcel as shown on the Jefferson Canal Boundary  
 Survey Plat – LDSP Marsh Creation Project, and contains an area of 1,256,706  
 square feet or 28.85 acres not including the Grand Bayou area that contains  
 49,731 square feet or 1.14 acres, Section 4, T17S-R26E & T18S-R26E, and  
 Section 5 T17S-R26E, as shown on Exhibit B. All in Plaquemines Parish,  
 Louisiana.*

- a. The right to permanently place a culvert under LA Hwy. 23 and under the utilities that run along the Hwy. 23; and
- b. The right to temporarily locate a dredge pipeline from the Mississippi River westward over the levee, through a culvert under the LA Hwy. 23, under the Plaquemines Parish waterline, under the Atmos Gas line, and across PPG Property shown on Exhibit A, but only under the condition that STATE obtains prior permission from any lessee and owner of said levee, LA Hwy. 23, the waterline, and the gas line, and further provided that STATE indemnifies and holds harmless PPG from and against all costs, expenses and damages of any type as a result of STATE's operations; and
- c. The right to construct, locate, maintain, and service required monitoring devices and equipment on PPG Property; and

- d. The right to post warning signs or notices on or near appropriate project features on PPG Property, as may be deemed necessary by STATE; and
- e. The right to alter or remove project features and/or appurtenances constructed on PPG Property by STATE pursuant to the Project(s); and
- f. The right to enter PPG Property for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project(s) and project features, including maintaining/improving wetland and/or restored land quantity and quality; and
- g. The right to enter and traverse PPG Property to access project features located on adjacent Lands; and
- h. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project(s), but only with PPG's prior written consent; and
- i. The right to relocate, alter, replace, or remove appropriate pipelines, utility lines, facilities, or other structures in, on, under, and across said Lands.
- j. The right to modify, upgrade, and improve siphon structures, including adding pump or priming stations including housing for same, but only with PPG's prior written consent.
- k. The right to use PPG property at the Jefferson Canal for staging to fully and properly implement and maintain the Project(s).

**IV. Shell Pipeline Company LP expires June 26, 2036**

- 1. The STATE agrees not to unreasonably interfere with the rights of SPLC under the Pipeline Right-of-Way.
- 2. A minimum of forty-eight hours prior to commencing any activities across or within 25 feet of either side of SPLC's pipeline, STATE or its contractor will be responsible to notify Louisiana One Call at 811 or 1-800-272-3020 and SPLC's Houma, Maintenance Supervisor, Kevin Arceneaux, at telephone number 985-873-3429 (office) or 985-790-2868 (cell) so Mr. Arceneaux or his designated alternate can be present during the operations.
- 3. SPLC hereby consents to the construction of the Project pursuant to the plans and specifications.
- 4. SPLC agrees that, for ordinary inspection, maintenance and repair activities within the Pipeline Right-of-Way, no structures, improvements, constructions, and/or appurtenances constructed by the STATE pursuant to the Project shall be adjusted, removed and/or interfered with by SPLC or anyone holding rights by, through or under SPLC, without the prior

coordination and approval of the STATE, which approval shall not be unreasonably withheld or delayed.

5. SPLC agrees that, for emergency activities within the Pipeline Right-of-Way that necessitate immediate action, SPLC shall notify the State of such emergency as soon as possible, but no later than twenty-four (24) hours after SPLC is made aware of the event necessitating the action. Notice to the STATE may be given in person or by telephone to Rudy Simoneaux, Project Engineer, Phone 225-342-6750, P. O. Box 44027, Baton Rouge, LA 70804-4027.

6. STATE, its successors, assigns or transferees shall be responsible for repair or replacement of any damage to existing pipeline markers and/or signs, test leads, vent pipes, any other associated pipeline apparatus (including the bulkheads), any fences, roads, bridges, or other facilities located on said Lands which might be damaged by STATE, its successors, assigns or transferees.

7. SPLC agrees that, STATE has the right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE, so long as the signs or notices do not interfere with SPLC's ability to inspect and maintain its pipeline. The placement of any warning signs and notices is subject to the notification requirement contained in Item 2 above.

8. SPLC agrees that STATE has the right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality.

9. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold harmless GRANTORS against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTORS or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, STATE shall ensure that the contractor lists GRANTORS as additional insured on any policies carried by the contractor, including completed operations coverage. The STATE acknowledges, declares and stipulates that GRANTORS have provided this Agreement at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

10. STATE acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Project. The STATE further agrees that in the event legal proceedings are instituted by any



person seeking recognition of a right of ownership, servitude, or use in or over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the State shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

11. This Agreement shall become effective upon the date of the signature of STATE, and shall remain in effect for a term of twenty-five (25) years from the date that construction begins unless sooner released by STATE.

## V. STATE OF LOUISIANA

*Sections 4, 23, 24, 26, and 27, T17S-R26E; and Sections 13 and 14, T18S-R26E; all in Plaquemines Parish, Louisiana.*

1. The Owner hereby grants to Grantee an irrevocable right to enter and use, within the project footprint and limits, upon the State-owned seashore, State lands and State water bottoms within the areas described specifically in the attached Exhibit A.
2. This Grant of Particular Use is solely for the purposes of entry, construction (including, but not limited to, mining of dredge material), access, and survey work of the "Project", as particularly described within the project footprint and limits, and attached hereto as Exhibit A, including all appurtenances thereto and the underground appurtenances; reserving, however, to the Owner, its successors, and assigns all such rights and privileges as may be used without interfering with or abridging the rights herein granted; subject, however, to existing easements for public utilities, and pipelines.
3. This Grant of Particular Use includes the right of ingress and egress on other State-owned seashore, State lands and State water bottoms not described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee, and provided that the Grantee gives sufficient notice to the Owner of the need for such ingress and egress.
4. All tools, equipment, and other property (excluding project features) taken upon or placed upon the State-owned seashore, State lands and State water bottoms by the Grantee or its contractor(s) shall remain the property of the Grantee or its contractor(s). All such tools, equipment, and other property shall be removed by the Grantee or its contractor(s) within sixty days of completion of the work.
5. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this Grant of Particular Use.
6. This Grant of Particular Use applies to officers and employees of the Grantee, and to its agents, representatives, and private contractors. This Grant of Particular Use obviates the necessity for the OCPR and/or its contractors, employees and assigns to acquire any other permits from the State Land Office in order to proceed with the work described herein.



The Grantee agrees to include the following paragraph to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4575, to notify the Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms.

7. The State of Louisiana may own or claim and specifically reserves the right to claim any of the seashore, land, and water bottoms within all tracts shown on Exhibit A.

The land and waterbottoms affected by this grant of particular use are further described as Sections 4, 23, 24, 26, and 27, T17S-R26E; and Sections 13 and 14, T18S-R26E; all in Plaquemines Parish, Louisiana, as shown on Exhibit A. Also included is a borrow area within the Mississippi River. The dredge material from said borrow area will be conveyed, via pipeline, in, on, under and/or across/through state waterbottoms identified as Grand Bayou, Lake Hermitage, and other small unnamed Bayous and deposited along the lake rim of Lake Hermitage and in fill sites all as shown on Exhibit A.

8. The State-owned seashore, State land and State water bottom usage affected by this Grant of Particular Use is as follows:

- a. The right to access, construct, and survey the Project named in Paragraph One (1) of this Grant of Particular Use.
- b. The right to post signs or notices on or near appropriate project features on the State-owned seashore, State lands and State water bottoms, as may be necessary for reasons of public safety or identification,
- c. The right to alter or remove structures and/or appurtenances constructed on the State-owned seashore, State lands and State water bottoms pursuant to the Project named in Paragraph One (1) of this Grant of Particular Use.
- d. The right to patrol and police the State-owned seashore, State lands and State water bottoms during the period of this Grant of Particular Use.

9. The following restrictions apply:

- A. CPRA agrees to act in a reasonable manner in conducting their activities on the property covered by this Grant of Particular Use.

- B. To the extent required by and pursuant to La. R.S. 49:214.6.10, the State of Louisiana shall be held free and harmless from claims, for loss or damages to rights, arising as a consequence of this authorization from any diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related renewable

resources. This provision does not impose an indemnification obligation upon OCPR or its contractors.

C. CPRA shall include the language of the above two paragraphs, which are labeled "A" and "B", in any transfer or assignment of the right to use granted herein, and shall require the transferee or assignee to include and require said language in any subsequent transfer or assignment. Failure to do so shall not negate the protection provided the State of Louisiana and CPRA and all these entities' agents and employees in La. R.S. 49:214.6.10. The restrictions in paragraphs A, B, and C above are not intended to contravene Louisiana law

10. In the event of non-compliance with any of the above stipulations, the Owner shall notify the Grantees of any such non-compliance by certified mail directed to: Chairman, Coastal Protection and Restoration Authority, 1051 North Third Street, Baton Rouge, LA 70802. Thereafter, the Grantees shall have one hundred twenty (120) days from receipt of the certified mailing to achieve compliance. Should the Grantees fail to achieve compliance within those one hundred twenty days, this Grant of Particular Use shall become null and void.
11. This Grant of Particular Use may be transferred or assigned to the agents, employees, and contractors of Grantee for the same purposes and upon the same terms as with respect to the Grantee.
12. Nothing herein shall constitute a waiver of any interests, claims, rights, actions, remedies, or privileges otherwise available to Owner or Grantees.
13. Exercise of the rights of entry conveyed herein in any manner by CPRA and/or its agents, employees, and contractors constitutes acceptance of the rights granted by this Authorization and any and all terms, restrictions, and conditions set forth herein.

Provided herein is contact information for landowners within the designated project and the project feature(s) located on their property, including monitoring stations:

I. **DEFELICE FAMILY COMPANY**

Mr. Bob DeFelice  
P.O. Box 696  
Belle Chasse, LA 70037-0696  
Bus: (504) 362-3766  
E-mail: [aodiver@aol.com](mailto:aodiver@aol.com)

II. **BRADISH JOHNSON**

Nathaniel P. Phillips, Atty.  
826 Union St. - Ste. 200  
New Orleans, LA 70112  
Bus: (504) 525-2985  
E-mail: [natphillipsjr@gnoproperty.com](mailto:natphillipsjr@gnoproperty.com)

**III. PLAQUEMINES PARISH GOVERNMENT**

Mr. Billy Nungesser, President  
8056 Hwy 23  
Belle Chasse, LA 70037  
Bus: (504) 297-5000  
FAX: (504) 274-2463  
E-mail: [bnungesser@plaqueminesparish.com](mailto:bnungesser@plaqueminesparish.com)

**IV. SHELL PIPELINE COMPANY LP**

Ms. Jamie Honses  
One Shell Square, #4146  
701 Poydras Street  
New Orleans, LA 70139  
Bus: (504) 728-4340  
E-mail: [Jamie.Honses@Shell.com](mailto:Jamie.Honses@Shell.com)

**V. STATE LAND OFFICE**

Mr. Charles St. Romain  
Public Lands Administrator  
(225) 342-4575

If you have any questions, please contact me as soon as possible. Thank you for your attention to this matter.

c: Monitoring Manager – Bill Boshart  
Construction Engineer – Barry Richard  
Project Engineer – Rudy Simoneaux

Site Copy

## DEPARTMENT OF THE ARMY PERMIT

Permittee: United States Department of Fish and Wildlife Service

Permit No.: MVN-2009-0264-EFF

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: Excavate and deposit fill to implement the Lake Hermitage Marsh Creation Project (CWPPRA- BA-42) for the purpose of marsh creation and restoration, in accordance with the drawings enclosed in 15 sheets, dated January 2009.

Project Location: In Plaquemines Parish, Section 23 and 17, T-17 and 18S, R-26E, at Long. 89.85098 & Lat. 29.55226, located off of LA Highway 23 in Lake Hermitage, Louisiana.

### General Conditions:

1. The time limit for completing the work authorized ends on **May 31, 2014**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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

**Special Conditions: Pages 4 and 5.**

**Further Information:**

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

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

2. Limits of 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 326.7 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 Kristi Cantu  
(PERMITTEE)

X 5/27/09  
(DATE)

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

Michael V. Farabee  
Michael V. Farabee  
Chief, Eastern Evaluation Section

JUNE 2, 2009  
(DATE)

for Alvin B. Lee, District Commander

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

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

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

**SPECIAL CONDITIONS  
MVN-2009-0264-EFF**

7. The authorization does not obviate the permittee from obtaining other necessary approvals from pertinent federal, state, and/or local authorities.
8. The proposed project shall be confined to the areas shown on the attached drawings. Mechanized land clearing or filling in wetlands for access and/or project construction, unless expressly identified on the attached drawings, is not authorized. Any alterations or changes in scope of the proposed project which would have unavoidable impacts to wetland areas not considered under this authorization would require a separate Department of the Army permit review and decision, prior to commencing that work.
9. The permittee shall provide this office with a copy of any generated post construction surveys, monitoring reports, post-ground photography, and/or post aerial photography, obtained after project completion.
10. In accordance with the permit drawings, dredge material deposited into existing vegetative wetland areas and/or tidal marsh shall be placed in a manner conducive to the re-establishment, nourishment, and/or enhancement of that habitat.
11. The permittee shall notify this office in writing within five working days after construction has been completed.
12. The permittee shall assure that contractors, foremen, and/or workers associated with project implementation are equally cognizant of the conditions and restrictions associated with this approval.
13. If archaeological materials and/or human remains are discovered during ground disturbing activities you shall cease and desist all activities in the project area and contact this office and Mr. Philip Rivet of the Louisiana Office of Cultural Development, Division of Archaeology at (225) 342-8160.
14. The permittee is aware that future site visits and inspections may be conducted to the project area by this office and/or other resource agencies, to assess project compliance with this authorization and requirements associated herewith.
15. 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.
16. 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.
17. You must install and maintain, at your expense, any safety lights, signs and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, on your authorized facilities.

18. 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 U.S. Coast Guard so that a Notice to Mariners, if required, may be prepared. Notification, with a copy of your permit approval and drawings, should be mailed to the U.S. Coast Guard, Sector New Orleans Command Center, 201 Hammond Highway, Metairie, Louisiana 70005, about 1 month before you plan to start work. Telephone inquiries can be directed to (504) 846-5923.

19. The limits of permissible excavations in the river shall be adhered to in accordance with drawing depicted as Attachment I of this authorization.

20. Work shall only be performed while the stage of the Mississippi River is below elevation +11 feet on the Carrollton gage, at New Orleans, Louisiana. Information concerning current river stages may be obtained on our web site at [www.mvn.usace.arm.mil](http://www.mvn.usace.arm.mil). Please note that because this is a flow failure area, a waiver to perform work when the stage of the river is above +11 feet will not be allowed.

20. Any damage to the levee and/or bank resulting from the permittee's activities shall be repaired at the permittee's expense.

21. The proposed work shall not restrict the Levee District's maintenance operations or any potential flood fight activities at the levee.

22. All disturbed areas on the levee crown and slopes shall be restored to its original condition and to the satisfaction of this District.

23. The levee crown ramp over the pipeline crossing shall be surfaced with 7-inches of crushed limestone for the full length and width of the ramp.

24. All materials associated with the proposed levee work must be removed from the area upon completion of the project and the area must be returned to its original state of existence or better.

25. Should changes in the location or section of the existing levee and/or river, or in the generally prevailing condition in the vicinity, be required in the future in the public interest, the applicant shall make changes in the project concerned, or in the arrangement therefore, as may be necessary to satisfactorily meet the situation and shall bear the cost therefore.

26. The Chitimacha Tribe of Louisiana has stated that the project area is part of the aboriginal Chitimacha homelands. If during the course of work at the site, prehistoric and/or historic aboriginal cultural materials are discovered, the applicant will contact the Chitimacha Tribe of Louisiana at P.O. Box 661, Charenton, LA 70523, and the Army Corps of Engineers, New Orleans District Regulatory Branch (MVN). MVN will initiate the required Federal, State, and Tribal coordination to determine the significance of the cultural materials and the need, if applicable, for additional cultural resource investigations.





DEPARTMENT OF THE ARMY

NEW ORLEANS DISTRICT, CORPS OF ENGINEERS

P. O. BOX 60267

NEW ORLEANS, LOUISIANA 70160-0267

REPLY TO  
ATTENTION OF:

Operations Division  
Eastern Evaluation Section

SEP 09 2013

SUBJECT: MVN-2009-0264-EOO

U.S. Fish and Wildlife Service  
% Kristi Cantu  
Office of Coastal Protection and Restoration  
Post Office Box 44027  
Baton Rouge, Louisiana 70804

RECEIVED  
2013 SEP 13 P 1:19  
CPTA

Ms. Cantu:

The attached drawings, furnished with your June 5, 2013 permit modification and time extension request to include additional dredging in the previously approved Mississippi River Borrow Area from EL. -76.0 to -90.0 (NAVD88) and deposit material within nine constructed containment areas as part of the Lake Hermitage Marsh Creation Project, in Plaquemines Parish, Louisiana, are approved and will be included in your plans for the work authorized by the Secretary of the Army in a permit dated May 18, 2009, from the District Engineer at New Orleans, Louisiana. The time limit for completion of this work is extended to September 30, 2018.

The conditions to which the work is made subject remain in full force and effect.

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

Should you have any further questions concerning this matter, please call Brad LaBorde at (504) 862-2225.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

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

Enclosure

**APPENDIX C: LANDOWNERS CONTACT INFORMATION**

**Lake Hermitage - Vegetative Plantings Project (BA-141)  
Landowner Contact Information List**

**DEFELICE FAMILY COMPANY**

Mr. Bob DeFelice  
P.O. Box 696  
Belle Chasse, Louisiana 70037  
(504) 362 -3766

**BRADISH-JOHNSON CO., LTD.**

Mr. Nathaniel P. Phillips, Atty.  
826 Union Street, Ste. 200  
New Orleans, Louisiana 70112  
(504) 525-2985

**STATE LAND OFFICE**

Mr. Charles St. Romain  
Public Lands Administrator  
(225) 342 - 4575

**PLAQUEMINES PARISH GOVERNMENT**

Mr. Billy Nungesser, President  
8056 Hwy. 23  
Belle Chasse, Louisiana 70037  
(504) 297 - 5000

MANDATORY PRE-BID CONFERENCE  
ATTENDANCE RECORD



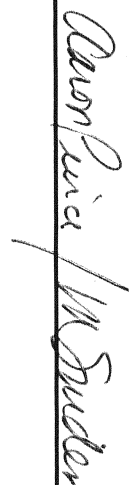



PROJECT: NRDA LAKE HERMITAGE MARSH CREATION INCR. 2 - VEGETATIVE PLANTINGS PROJECT (BA-141)

AGENCY: CPRA

DATE: APRIL 1, 2015

LOCATION: CHASE TOWER NORTH BUILDING, 450 LAUREL STREET, ROOM 1154, BATON ROUGE, LA

Please Print Clearly

Name and Signature (Sign-In)	Company/Address	Phone No.	Fax No. and Email	Name and Signature (Sign-Out)
SHANE ERUST 	CPRA 450 LAUREL ST. BATON ROUGE, LA 70801	225.342.7433	SHANE.ERUST@LA.GOV	SHANE ERUST 
Caron Pierce / Michelle Snider	ERES 412 N. 4th St. Suite 300 Baton Rouge, LA 70802	985-637-9720	Caron@res.us	Caron Pierce / M Snider 
Caron Pierce / M Snider Anita Galland Soil Erosion Services	Soil Erosion Services 307 Gauthier Lane Simpsonport LA 71369	318-941-2461	soilerosions@centurylink.net	Anita Galland 
Jonathan Songy 	PCS 6 E 3rd St. Kenner, LA 70062	504-241-8001	Jonathan.Songy@pcsbuilds.com	Jonathan Songy 

MANDATORY PRE-BID CONFERENCE  
ATTENDANCE RECORD

PROJECT: NRDA LAKE HERMITAGE MARSH CREATION INCR. 2 - VEGETATIVE PLANTINGS PROJECT (BA-141)

AGENCY: CPRA

DATE: APRIL 1, 2015

LOCATION: CHASE TOWER NORTH BUILDING, 450 LAUREL STREET, ROOM 1154, BATON ROUGE, LA

Please Print Clearly

Name and Signature (Sign-In)	Company/Address	Phone No.	Fax No. and Email	Name and Signature (Sign-Out)
<u>Gregory Hinkle</u> <u>Gregory Hinkle</u>	<u>LLS</u> <u>1701 Belle Glasse Hwy</u> <u>Gretna LA. 70057</u>	<u>(504) 550-2291</u>	<u>ghinkle@landscaper.com</u>	<u>Gregory Hinkle</u> <u>Gregory Hinkle</u>
<u>Jeremy Smith</u> <u>Jeremy Smith</u>	<u>Terra Restoration Services</u> <u>105 Regency PL</u> <u>West Monroe, LA</u>	<u>318-600-6110</u>	<u>318-600-4693</u> <u>Jeremy@proformllc.com</u> <u>terra@earthlink.net</u>	<u>Jeremy Smith</u> <u>Jeremy Smith</u>
<u>Robert Massa</u> <u>Robert Massa</u>	<u>APC CONSTRUCTION, LLC</u> <u>1215 PLYMOUTH ST</u> <u>NEW ORLEANS, LA 70130</u>	<u>504-650-8753</u> <u>504-537-4200</u>	<u>504-324-0777</u> <u>ROBERT.MASSA@</u> <u>APC.CONSTRUCTION.COM</u>	<u>Robert Massa</u> <u>Robert Massa</u>
<u>Lyann Charles</u> <u>Lyann Charles</u>	<u>Coastal Environmental, Inc</u> <u>1360 Main St</u> <u>Baton Rouge, LA 70802</u>	<u>225-383-7455</u> <u>225-281-9904</u>	<u>225-383-7925</u> <u>LCharles@coastalenv.com</u>	<u>Lyann Charles</u> <u>Lyann Charles</u>

MANDATORY PRE-BID CONFERENCE  
ATTENDANCE RECORD


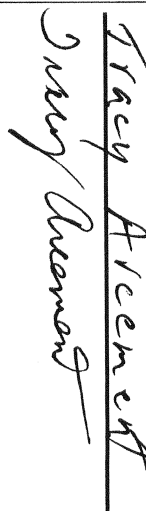

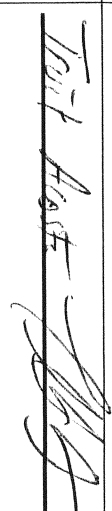




PROJECT: NRDA LAKE HERMITAGE MARSH CREATION INCR. 2 - VEGETATIVE PLANTINGS PROJECT (BA-141)

AGENCY: CPRA

DATE: APRIL 1, 2015

LOCATION: CHASE TOWER NORTH BUILDING, 450 LAUREL STREET, ROOM 1154, BATON ROUGE, LA

Please Print Clearly

Name and Signature (Sign-In)	Company/Address	Phone No.	Fax No. and Email	Name and Signature (Sign-Out)
 <u>Tracy Arcement</u>	<u>TLC Boat Rental</u> <u>210 N. Claiborne St.</u> <u>Chalmette La 70645</u>	<u>(504) 452-8819</u>	<u>tracyarcement@yahoo.com</u>	 <u>Tracy Arcement</u>
 <u>Tracy Arcement</u>	<u>Costa Environmental</u> <u>304 Sandy Brook Cir.</u> <u>Madisonville LA 70447</u>	<u>504 430-8039</u>	<u>acosta.tru@gmail.com</u>	 <u>Tracy Arcement</u>
 <u>Tracy Arcement</u>	<u>Stream Watch Services</u> <u>P.O. Box 410</u> <u>Lake Charles, LA</u> <u>70603</u>	<u>(337) 433-1055</u> <u>ext 121</u>	<u>denho@streamwatch.com</u> <u>(337) 433-2170</u>	 <u>Tracy Arcement</u>
 <u>Tracy Arcement</u>	<u>DRC 740 N. Murrain Ave</u> <u>Mobile AL 36618</u>	<u>251-753</u> <u>1864</u>	<u>mstkins@drclisa.com</u>	 <u>Tracy Arcement</u>

MANDATORY PRE-BID CONFERENCE  
ATTENDANCE RECORD






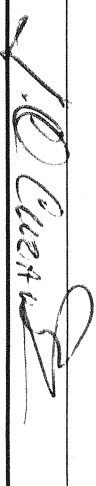



PROJECT: NRDA LAKE HERMITAGE MARSH CREATION INCR. 2 - VEGETATIVE PLANTINGS PROJECT (BA-141)

AGENCY: CPRA

DATE: APRIL 1, 2015

LOCATION: CHASE TOWER NORTH BUILDING, 450 LAUREL STREET, ROOM 1154, BATON ROUGE, LA

Please Print Clearly

Name and Signature (Sign-In)	Company/Address	Phone No.	Fax No. and Email	Name and Signature (Sign-Out)
 Margaret S. Sullivan	Coastal Environmental Inc 1210 Main Street Baton Rouge, LA	225. 383. 7455		 Margaret S. Sullivan
 J.D. Ciaraldi	Ciaraldi Geosciences P.O. Box 481 Belle Chasse, LA 70037	504-570-3089 or 866-679-7053		 J.D. Ciaraldi
 Charles Armbruster	DPS / LOSCO	225. 925. 6606		 Charles Armbruster
