

*Ord.*

**2007-0301**

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT  
(DEPT. OF PLANNING & ZONING/CZM SECTION)**

**ORDINANCE NO. 07-10-9**

An ordinance to approve and authorize DNR Cooperative Agreement # 2503-08-52 for the "Parish Coastal Wetland Restoration Program" (Christmas Tree Program).

**WHEREAS**, St. Charles Parish has been a leader in the "Parish Coastal Wetland Restoration Program"; and,

**WHEREAS**, the Parish's Christmas Tree Program is always a positive and popular way for the citizens of St. Charles Parish to participate in.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** The St. Charles Parish Council approves and authorizes DNR Cooperative Agreement # 2503-08-52 for the "Parish Coastal Wetland Restoration Program" (Christmas Tree Program), in the amount of \$18,000.00 per year for three (3) years, which makes the total contract amount \$54,000.00.

The forgoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,  
BLACK  
NAYS: NONE  
ABSENT: DUHE, MINNICH

And the ordinance was declared adopted this 1st day of October, 2007, to become effective five (5) days after publication in the official journal.

CHAIRMAN: *[Signature]*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: October 2, 2007  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Albert D. Laque*  
RETD/SECRETARY: October 2, 2007  
AT: 2:25 pm RECD BY: *[Signature]*

Approved Under DNR Delegated Authority

CFMS# 1058869

*Karen Lewis*

DNR COOPERATIVE AGREEMENT NO. 2503-08-52  
COOPERATIVE AGREEMENT FORMAT NO. N/A

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 6th day of November, 2007, by and between the Department of Natural Resources of the State of Louisiana, hereinafter referred to as the "Department", and St. Charles Parish Council officially domiciled at P O Box 302, Hahnville, Louisiana 70057, hereinafter referred to as the "Contracting Party."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...;" and

WHEREAS, the Department desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. PROJECT IDENTITY:

This Project will be identified as "Parish Coastal Wetlands Restoration Program" and with the DNR Cooperative Agreement Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with the Project and this Cooperative Agreement shall be identified by the DNR Cooperative Agreement Number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from October 1, 2007 through December 31, 2010

3. PROJECT SCOPE AND FUNDING:

The Contracting Party shall utilize the funds provided by the Department under this Cooperative Agreement to complete the Project as described in the Scope of Services and Budget specified in Appendix A, attached hereto and made a part hereof. The Department shall pay to the Contracting Party Fifty Four Thousand And 00/100 Dollars (\$54,000.00) for services rendered under this agreement. Under no circumstances shall the Department

MADE BY  
MEMBER  
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or the State of Louisiana have any obligation to the Contracting Party or to any third person, association, partnership or corporation for any additional sum or contribution. Expenditures incurred by the Contracting Party in excess of the amount specified above will be borne by the Contracting Party. The Contracting Party may be reimbursed for expenditures in excess of the original amount specified above only upon approval of the Department and after execution and approval of a formal amendment to this Cooperative Agreement.

4. FISCAL YEAR FUNDING:

The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the 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 as provided by law 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.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of a copy of the contract executed by the parties. The Contracting Party is advised that implementation of the contract's requirements shall be dependent on the availability of funds.

6. COMPLIANCE WITH LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

The Contracting Party and its employees, contractors, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances in carrying out the provisions of this Cooperative Agreement.

7. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contracting Party's obligation and shall be identified under Tax Identification Number 72-6001208 .

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8. CONTRACTING PARTY FINANCIAL MANAGEMENT SYSTEM:

The Contracting Party must possess or establish a system of accounting and financial controls adequate to permit the effective administration of a cost-type contract. This includes fiscal control and fund accounting procedures which assure proper disbursement of and accounting for funds provided under this Cooperative Agreement and any required Contracting Party expenditures. This responsibility applies to funds disbursed by contractors as well as to funds disbursed in direct operations of the Contracting Party. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

9. PROCUREMENT STANDARDS AND REQUIREMENTS:

- A. Contracting Party procurements of goods and services shall, at a minimum, be conducted in compliance with the Louisiana Public Bid Law (La. R.S. 38:2181 et seq.) or the Louisiana Procurement Code LSA-R.S. 39:1551-39:1736 as applicable.
- B. All contemplated sole source procurements from private firms or individuals where the aggregate expenditure is expected to exceed \$10,000, require the prior approval of the Department.
- C. All contracts and subcontracts shall include the provisions contained in this contract.
- D. Participation by the Department in the Project shall not result in the Department being made a party to any contract entered into by the Contracting Party and its contractors and/or subcontractors. The Contracting Party agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

10. DEPARTMENT REPRESENTATIVE:

The Secretary of the Department will designate one or more persons on his staff to act as project manager(s) to provide liaison with the Contracting Party and to perform various duties which are specifically provided for in this Cooperative Agreement.

The Department, its offices, engineers and employees shall not be required to supervise or perform any other service or activities in connection with the conduct of this Project and the Contracting Party shall assume full responsibility therefor.

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11. INSURANCE:

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed.1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed.1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Aircraft or Watercraft Liability (when applicable to project) - \$1,000,000.00 for watercraft and \$5,000,000.00 for aircraft.

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C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

- a. The Department, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the Department, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the Department.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage

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shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Department.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-V. This requirement will be waived for workers' compensation coverage only.

F. Verification of Coverage

The Contracting Party shall furnish the Department with certificates of insurance effecting coverage required by this article, and shall include the DNR Contract number on the certificates. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Department before work commences. The Department reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

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13. REPORTS AND PAYMENT:

The following reports shall be received by the Department Project Manager prior to issuance of incremental and final payments:

1. A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix B).
2. A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix B) with the final invoice for payment.

Payment to the Contracting Party shall be made according to the following:

Upon completion of task as outlined in the attached Scope of Services (Appendix A).

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed above and which has been first approved for payment by the Department's Coastal Restoration Division.

14. COST RECORDS:

- A. The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, shall be entitled to audit the books, documents, papers and records of the Contracting Party and any contractors and/or subcontractors which are reasonably related to this Cooperative Agreement.
- B. The Contracting Party and its contractors and subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this Cooperative Agreement, for inspection by the Department, Legislative Auditor, and/or Office of the Governor, Division of Administration Auditors, copies thereof shall be furnished if requested.



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- C. The Contracting Party hereby agrees that payment(s) made under this Project shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Project. The Contracting Party shall refund by check payable to the Department, the amount of such reduction of payments.

15. TERMINATION:

A. Termination of Contract for Cause:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this contract shall, at the option of the Department, become the property of the Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Contract by the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

B. Termination for the Convenience of the Department:

The Department may terminate this contract at any time by giving written notice by certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of the Department, become the property of the Department. If the contract is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the

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proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

16. REMEDIES:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

17. CIVIL RIGHTS COMPLIANCE:

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

The Contracting Party shall not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

18. CLAIMS FOR LIENS:

The Contracting Party shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contracting Party in connection with the performance of its obligations under this Cooperative Agreement.

19. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this Cooperative Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this Cooperative Agreement may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

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20. SUCCESSORS AND ASSIGNS:

This Cooperative Agreement shall be binding upon the successors and assigns of the respective parties hereto.

21. COVENANT AGAINST CONTINGENT FEES:

The Contracting Party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this Cooperative Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Cooperative Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Cooperative Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

24. AMENDMENTS:

No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of both parties.

DNR COOPERATIVE AGREEMENT NO. 2503-08-52

THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

SCOTT A. ANGELLE, SECRETARY  
DEPARTMENT OF NATURAL RESOURCES

Julia Rainford  
Barbara Jacob Decker

Scott A. Angelle  
Albert D. Lopez  
St. Charles Parish Council

DEPARTMENT OF NATURAL RESOURCES  
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**PARISH COASTAL WETLANDS RESTORATION PROGRAM  
SCOPE OF SERVICES  
2007-2010**

**INTRODUCTION**

The Louisiana Department of Natural Resources/Coastal Engineering Division (DNR/CED) is responsible for developing and implementing erosion control, restoration, and marsh creation projects to help offset the acute wetland loss problem in coastal Louisiana. Through this cooperative agreement, the DNR/CED and each participating coastal zone parish shall develop, implement, and manage their Parish Coastal Wetlands Restoration Program (PCWRP) projects.

**PROGRAM OBJECTIVES**

The projects implemented through this cooperative agreement will achieve some or all of the following objectives: (1) enhance the deposition of suspended sediment and the formation of submerged aquatic plant beds and/or submergent marsh; (2) reduce marsh erosion; (3) protect existing or created shoreline and wetlands; and (4) increase primary productivity in vegetated coastal wetlands.

**PROGRAM DESCRIPTION**

The 2007-2010 PCWRP will involve the continued refurbishing and maintenance of all existing brush fences, and any other structures constructed under this program, to optimal structural and functional conditions. The type of project to be implemented shall be determined by the conditions of the existing brush fences.

The parish shall be responsible for the overall development, implementation, and management of the PCWRP projects. The DNR/CED Project Manager shall be available for consultation and technical support. The parish shall be reimbursed upon completion of program tasks.

**PROJECT TYPES**

The PCWRP includes Christmas tree brush fences, vegetative plantings, and shoreline stabilization projects. All existing brush fences in the Parish must be in optimal structural and functional condition as inspected and evaluated by the DNR/CED Project Manager (See Revised Attachments A and B) prior to building and filling new brush fences, installing vegetative plantings, or building shoreline protection projects. Project type(s) and location(s) must be approved by the DNR/CED Project Manager prior to project initiation.

Prior to project implementation, the parish shall submit copies of all designs, plans, and specifications for brush fence repairs, new construction, and/or vegetative plantings to the DNR/CED

Project Manager for approval (Task 1) prior to commencing Tasks 2 and 3. No changes in project type, location, designs, plans, or specifications may be made without prior written approval from the DNR/CED Project Manager.

## **EXISTING BRUSH FENCE EVALUATION**

The DNR/CED Project Manager, or his representative, shall accompany a parish official to all existing brush fence sites and to any other PCWRP project areas, for evaluation of existing conditions. All existing structures must be of optimal structural and functional condition prior to any new construction or planting.

## **PROJECT DEVELOPMENT, IMPLEMENTATION AND MANAGEMENT**

The parish shall complete the following tasks:

### **TASK 1**

#### **Work:**

- Identify potential sites for Christmas tree brush fences, vegetation planting projects, and/or shoreline stabilization projects.
- Develop plans and specifications for approved project type and submit to the DNR/CED Project Manager for approval.
- Obtain all necessary easements, rights-of-way for project access, and/or permits.
- Submit a copy of easements, rights-of way for project access, permits, and a map showing project location to the DNR/CED Project Manager.

#### **Deliverables:**

- An outline of proposed scope of work;
- Site location map(s);
- Copy of plans, designs, and specifications;

and where applicable:

- Copies of signed easements, rights-of-way for project access, and/or permits.

### **TASK 2**

#### **Work:**

- Advertise for bid the construction of brush fences, planting of vegetation and/or construction of shoreline protection structures and placement of Christmas trees for the project. The subcontractor awarded the work shall be

- responsible for obtaining all materials, supplies, labor, equipment and transportation necessary to implement the project; or
- At their discretion, the Parish shall be responsible for construction of brush fences, planting of vegetation and/or shoreline stabilization projects and the placement of Christmas trees (utilizing Parish employees); or
- Utilize volunteers to transport Christmas trees, fill brush fences with Christmas trees and/or plant vegetation, provided they are volunteering to work for the Parish.

Construction work shall be performed by a subcontractor or Parish employees only and can not be performed by volunteers;

For projects involving Christmas tree brush fences, tasks include:

- Collect, store and transport specified number of Christmas trees from Christmas tree collection source (i.e., parish recycling program, waste collection agency, etc.) to designated project storage site.

**Deliverables:**

- Provide DNR/CED a copy of contract or agreement between the parish and subcontractor (if subcontractor is utilized);
- Provide DNR/CED copies of documentation of any work to be performed by volunteers and/or Parish employees;

For projects involving Christmas tree brush fences, tasks include:

- Delivery of specified quantity of Christmas trees from Christmas tree collection source (i.e., parish recycling program, waste collection agency, etc.) to designated project storage site.

**TASK 3**

**Work:**

- Construct brush fences and place Christmas trees, plant vegetation and/or construct shoreline stabilization projects for the specified project in accordance with plans and specifications.

For projects involving Christmas tree brush fences, tasks include:

- Transport Christmas trees from designated project storage site to refurbished and/or new project fences and place them within brush fences in accordance with brush fence specifications.
- Assess the reflectors on existing brush fences.
- Install new reflectors on new brush fences or replace missing or damaged existing reflectors in accordance with brush fence specifications

**Deliverables:**

- A minimum of twelve (12) digital photographs showing the following:
  1. Filling of refurbished brush fences and/or new brush fences with Christmas trees (Christmas tree fence projects only). Photographs shall be taken during filling and after completion, and/or
  2. Planting of vegetation and/or refurbishing of existing brush fences and/or construction of new brush fences. Photographs shall be taken during construction and after completion.
  3. Digital photographs shall be named and dated and a brief description of each image shall be submitted separately.

For projects involving Christmas tree brush fences, tasks include:

- Report on the number of existing reflectors replaced.
- Delivery of Christmas trees from designated project storage site to refurbished and/or new brush fences and placing them within brush fences in accordance with brush fence specifications.

**TASK 4**

**Work:**

- Schedule and participate in the final inspection of the project and approval with the DNR/CED Project Manager.

**Deliverables:**

- Provide DNR/CED with total number of Christmas trees used, lengths of both new and refurbished Christmas tree brush fences, numbers of plants used, length of vegetation plantings and/or length of shoreline stabilization projects.

Tasks 1, 2, 3, and 4 Due Date: December 31 of each calendar year.

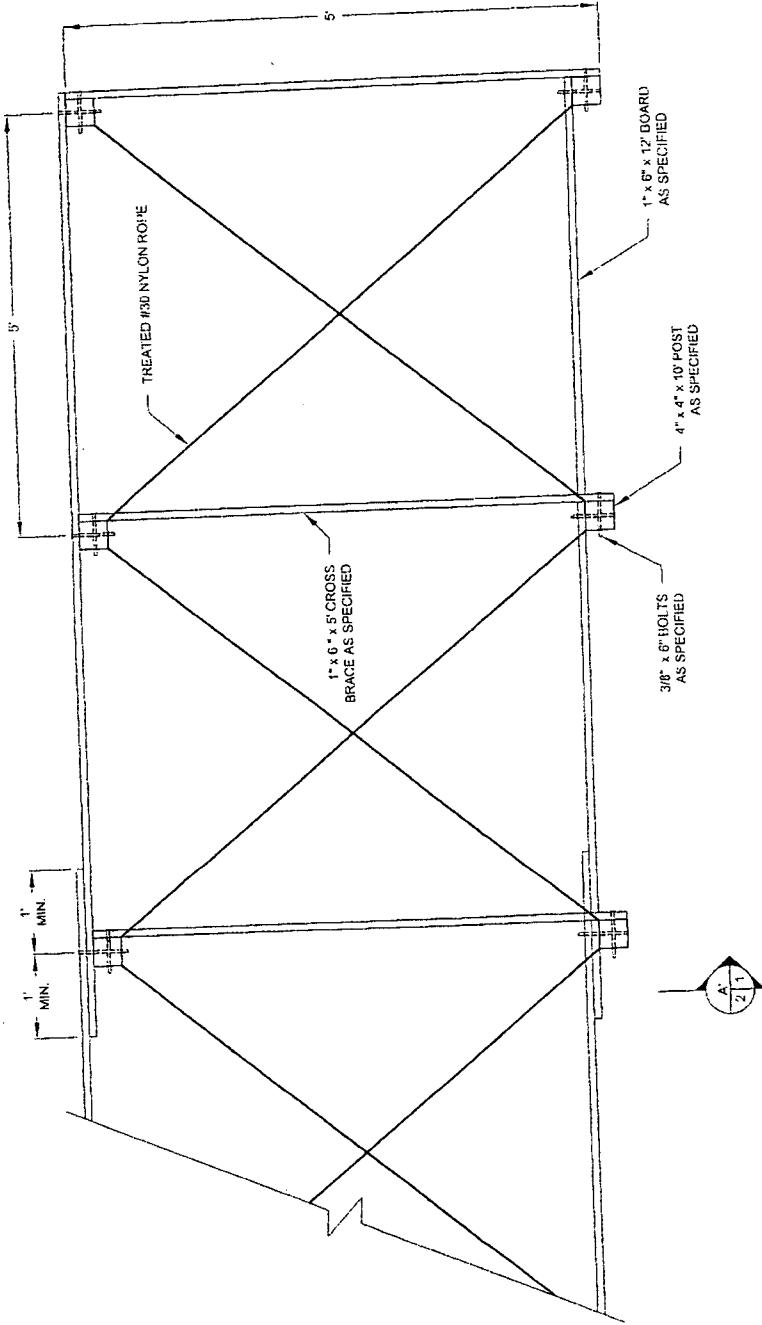


PARISH COASTAL WETLANDS RESTORATION PROGRAM  
2007 - 2010

**NEW BRUSH FENCE**  
**and**  
**BRUSH FENCE REPAIR SPECIFICATIONS**

- a. All brush fence repairs shall meet the requirements as indicated in the drawings and specifications regardless of previous material used for construction.
- b. All wood shall be treated with ACC (Acid Copper Chromate) or ACQ (Alkaline Copper Quat), or approved alternative, #2 grade, new lumber.
- c. All posts shall be a minimum of four (4) inch x four (4) inch x ten (10) ft. Length shall be increased if site conditions warrant.
- d. One (1) inch x six (6) inch x twelve (12) foot boards shall be used on sides of brush fences for containment. One (1) inch x six (6) inch x five (5) foot boards shall be used on ends of brush fences for containment.
- e. Three-eighths (3/8) inch x six (6) inch hot-dipped, galvanized, carriage bolts and nuts shall be used to fasten the boards to posts. Bolts shall be threaded with a minimum of two and one-half (2-1/2) inches. One (1) inch, hot-dipped, galvanized washers shall be used with the nuts and bolts; two (2) washers per nut and bolt. All bolts shall be marred, stripped, or epoxied to prevent removal.
- f. A minimum of one (1) post per fifty (50) linear ft of fence, including end post, must be marked as a safety precaution. This shall be accomplished by attaching reflective tape, light reflectors, or an equivalent to these specified posts. Additionally, on these specified posts, the top six (6) inches shall be painted on all four (4) sides with orange fluorescent paint.
- g. Treated, number thirty (30), nylon rope shall be tied in a crosswise fashion from post to post and secured to each post so that the rope will not slip off, and if one section of rope does break, the adjacent rope will remain taut.
- h. Jetting equipment, marsh buggies, and pile-driving equipment are not to be used.
- i. A minimum six (6) foot gap shall be located at every 150 ft of fence.
- j. Christmas trees in brush fences are to be compacted as they are placed. This shall be accomplished by standing on the Christmas trees as they are laid into the brush fences and until they are compressed to a height six (6) inches from the top of the brush fence.
- k. Upon written request by the Parish and written approval of the DNR/CED project manager, new brush fence and brush fence repair specifications and drawings may be modified to meet specific site conditions.

INCOMING WAVE ENERGY



**GENERAL NOTES**

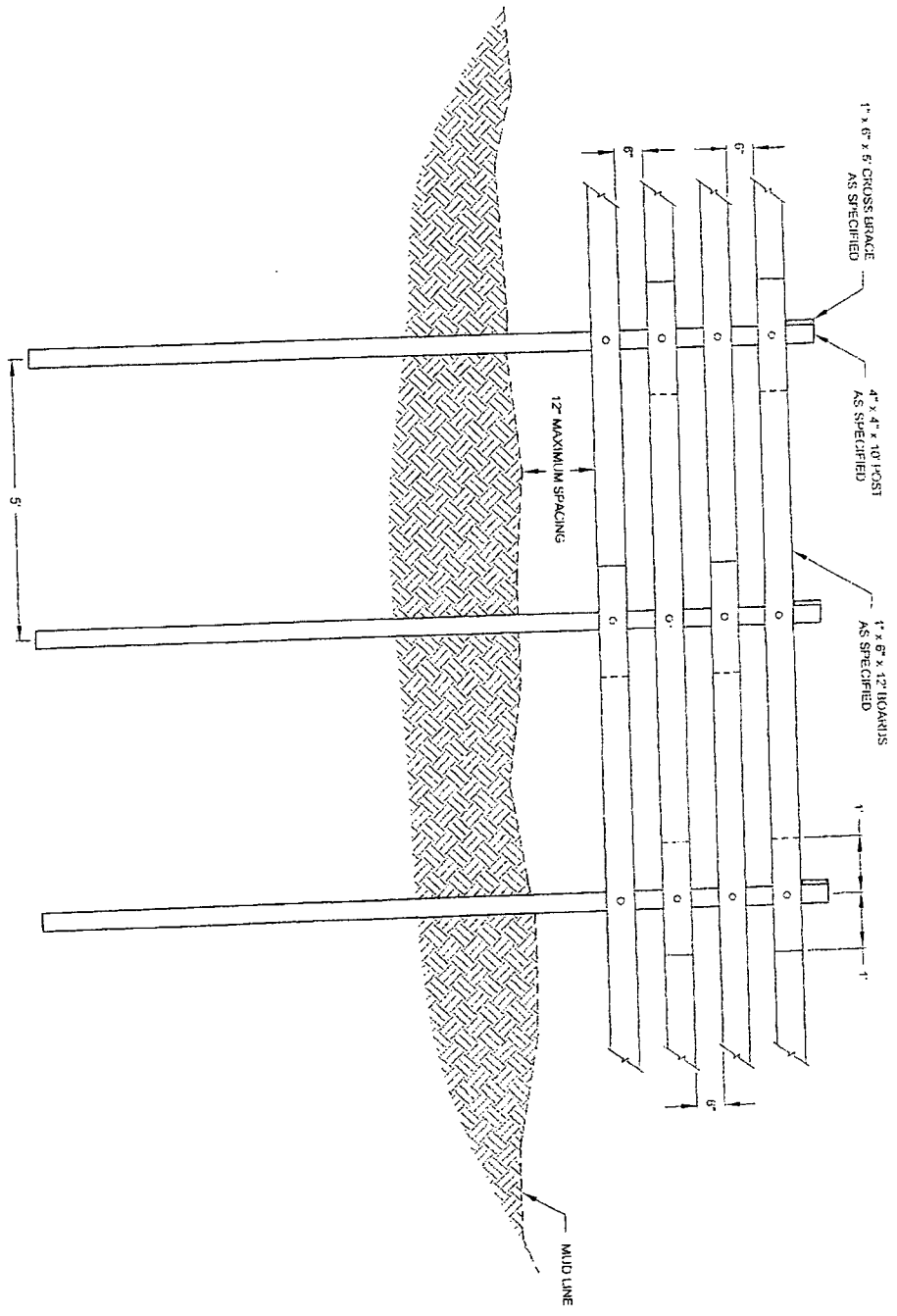
1. ROPE TO BE TIED AT EACH POINT OF CONTACT WITH FENCE TO MINIMIZE LOSS OF TREES DUE TO BREAKAGE
2. REFLECTORS OR REFLECTORIZED TAPE TO BE PLACED ON ONE POST PER 30 FT. OF FENCE, INCLUDING END POST.

**PLAN VIEW**  
NOT TO SCALE

REV	DATE	DESCRIPTION

DESIGNED BY: ERIST CANU	DESIGNED BY: KETH LOWELL
LOUISIANA DEPARTMENT OF NATURAL RESOURCES COASTAL ENGINEERING DIVISION 147 NORTH 180 STREET BATON ROUGE, LOUISIANA 70802	
BRUSH FENCE	PLAN VIEW
STATE PROJECT NUMBER:	DATE: JUNE 2007
FEDERAL PROJECT NUMBER:	SHEET 1 OF 4
APPROVED BY: KETH LOWELL	





**ELEVATION**  
NOT TO SCALE

LOUISIANA DEPARTMENT OF NATURAL RESOURCES COASTAL ENGINEERING DIVISION BAYOU SERVICE, LOUISIANA 70002		DRAWN BY: KRISTI CARLIS DESIGNED BY: KEITH LOWELL		DRUSH FENCE	
STATE PROJECT NUMBER: FEDERAL PROJECT NUMBER: APPROVED BY: KRISTI CARLIS		DATE: JUNE 2007 SHEET 3 OF 4		ELEVATION VIEW	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION



PARISH COASTAL WETLANDS RESTORATION PROGRAM  
2007 - 2010

VEGETATION PLANTINGS SPECIFICATIONS

1. PLANT MATERIALS REQUIREMENTS

- 1.1 All plants shall be obtained from a Louisiana licensed nursery grower. All plants shall be Louisiana-grown plant material and grown in Louisiana. The contracting nursery shall acclimate plant materials by growing plants in full sun conditions for at least thirty (30) days before planting. (i.e. not inside greenhouse, under glass, under shade cloth, etc.). The container grown plants shall be grown in the contract containers for a minimum of ninety (90) days before delivery. A legible copy of all current state nursery license(s) and/or permit(s) issued to the contracting nursery (or nurseries, or their subcontractors) to be utilized by the Contractor shall be provided to DNR/CED.
- 1.2 Trade gallon containers shall be planted in a row on five (5) ft centers as specified. Vegetative plugs shall be planted in a row on five (5) ft centers as specified.
- 1.3 Containerized plant material shall be viable and actively growing as indicated by new root development in the container. Plants shall have been grown within the container long enough to produce sufficient root development, so that a soil root ball is formed when the plant is removed from the container. No plants shall be loose in the containers.
- 1.4 Vegetative plug transplants shall be planted in a dug hole. Depth of the planting hole shall be fixed so that the stem-root interface shall be positioned slightly below normal ground. The stem-root interface shall not protrude above, nor be more than two (2) inches below normal ground. The planting hole shall be tightly closed around the plant and plants must remain erect after planting.
- 1.5 All containerized plants shall be planted in a dug hole. The plant shall be removed from the container immediately prior to planting and placed into the hole. Hole depth should be fixed so that the top surface of the root ball is even with or slightly below normal ground. The top surface of the plant root ball should not protrude above, or be more than one (1) inch below normal ground.
- 1.6 The hole shall be tightly closed around the plant and plants must remain erect immediately after planting. Plant stems shall not be cut, broken, or physically damaged during planting.

- 1.7 Potting medium (potting soil) shall be completely free of any foreign objects such as glass, shell, stones, pottery, or other debris not generally considered standard potting media. Standard potting media are various concentrations of silt, sand, and/or clay separates with or without the addition of organic matter.
- 1.8 Plants shall be free of defects, disfiguring, sun scalding, diseases, insects, insect eggs, borers, or other forms of infections or infestation.
- 1.9 Plants should be planted the same day they are obtained if possible. Otherwise, they shall be kept covered, watered, and damp to prevent desiccation until planting. Plants cannot become water stressed prior to planting. Plants shall retain their stem and leaf rigidity at all times indicating adequate container soil moisture.
- 1.10 Planting can only occur beginning April 1 and cannot extend past November 30.
- 1.11 Smooth cordgrass plants must be salt hardened to specific site conditions prior to planting.
- 1.12 All plants shall be packed for delivery from the nursery to the loading dock in such a manner as to ensure adequate protection against climatic, seasonal, or other injuries during transit. Special care shall be taken for prompt delivery and careful handling in loading and unloading. During delivery from the nursery to the loading dock, plants must be transported in an enclosed truck or trailer. Stems cannot be broken, physically damaged during transportation, nor be cut prior to delivery. Damaged plants shall be rejected and removed immediately at the Contractor's expense.
- 1.13 **Upon written request by the Parish and written approval of the DNR/CED project manager**, vegetation specifications and drawings may be modified to meet specific site conditions.

## 2. PLANT TYPES

- 2.1 California Bulrush shall be the species *Schoenoplectus californicus*.
- 2.2 Roseau Cane shall be the species *Phragmites australis*.
- 2.3 Smooth Cordgrass shall be the species *Spartina alterniflora* 'Vermilion'.
- 2.4 Giant Cutgrass shall be the species *Zizaniopsis miliacea*.
- 2.5 Acceptable Smooth Cordgrass for the purpose of this contract are plants produced vegetatively from first generation foundation material and/or plants produced vegetatively as accessional generations from foundation materials. Plants produced

from seed, cell and tissue culture lines, DNA fragments and pollen, or other methods of biotechnology are not acceptable.

- 2.6 The plant species *Spartina alterniflora* 'Vermilion' is a cultivated varieties released by the USDA, Natural Resources Conservation Service, Golden Meadow PMC.

### 3. PLANT SIZES

#### TRADE GALLON CONTAINERS

- 3.1 Smooth Cordgrass shall have a minimum of six (6) live stems per gallon container and have a minimum stem height of eight (8) inches from the stem-root interface to the stem (not leaf) tip.
- 3.2 California Bulrush shall have a minimum of five (5) live stems per gallon container, each stem a minimum of thirty six (36) inches in length.
- 3.3 Roseau Cane shall have a minimum of six (6) live and actively growing stems per gallon container. Stems shall have a minimum of eighteen (18) inches from the stem-root interface to the stem (not leaf) tip. In addition, each individual stem shall have a primary root system developed below the soil surface unless stems arise from and share a common rhizome system. Individual stems and/or multi-stemmed rhizomes shall have a minimum of six (6) roots per individual stem or rhizome. Roots of individual stems and/or multi-stemmed rhizomes shall have a minimum length of six (6) inches from the point of attachment to the root tip when stretched-out. Rooted above ground stem cuttings are not acceptable material.

Plant stems for Roseau Cane may be cut to facilitate transportation, however stems cannot be cut shorter than fortyeight (48) inches from the cut end to the stem-root interface. Stems cannot be broken nor physically damaged during transportation.

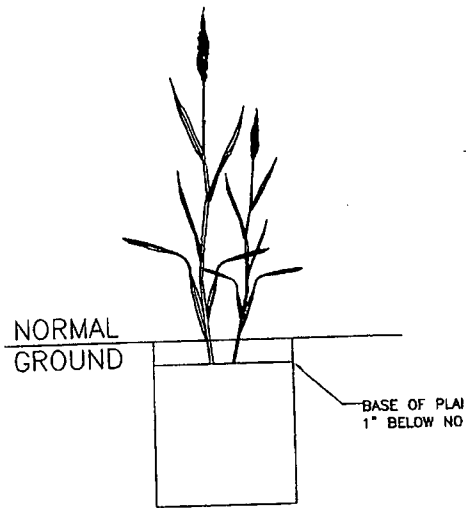
- 3.4 Giant Cutgrass shall have a minimum of three (3) live stems per gallon container, each stem a minimum of thirty-six (36) inches in length.

#### VEGETATIVE PLUGS

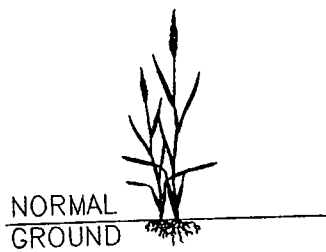
- 3.5 Smooth Cordgrass vegetative plugs shall consist of multi-stemmed, bare-rooted material. Vegetative plugs shall have a minimum of three (3) live stems attached at the root crown and a minimum of fifteen (15) inches in height. In addition, each plug shall have a root mass of not less than two (2) inches in diameter at the root crown with not less than four (4) roots per plug. Plug roots shall not be less than six (6) inches in length.



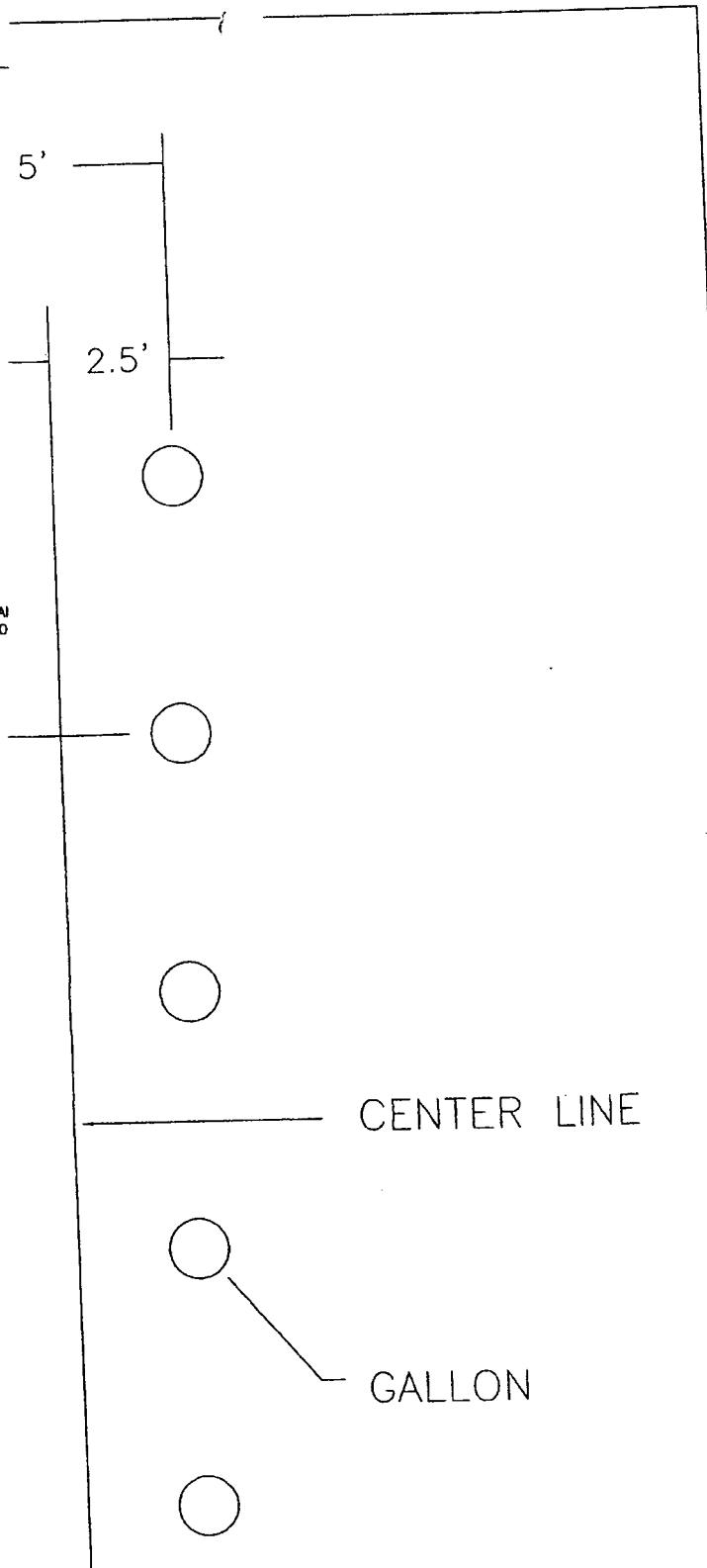
- 3.6 Vegetative plug transplants shall not be dug earlier than 48 hours prior to the time of delivery to the planting site.
- 3.7 All portions of the vegetative plug transplants, i.e., stems, roots and leaves, shall be specifically protected in such a manner as to ensure adequate protection against climatic, seasonal, mechanical, or other injury during transit, loading and unloading, holding, and planting. Plugs can be protected by a number of acceptable methods such as wrapping with: 1) burlap, 2) sphagnum (or other water-holding mosses), 3) paper, 4) packing in water absorbing gels, or 5) a combination of materials. The contractor shall contact the Parish to confirm the suitability of packing materials prior to transporting or delivering any plants.



TYPICAL PLANTING  
GALLON CONTAINER



TYPICAL PLANTING  
PLUG



INVISIBLE ALIGNMENT 0 1 0 0 L 0

PARISH COASTAL WETLANDS RESTORATION PROGRAM		PLANT DETAILS/ PLANT SPACING
STATE PROJECT NUMBER:		
FEDERAL PROJECT NUMBER:		DATE: 06/07
APPROVED BY: KEITH LOVELL		SHEET 1 OF 1

DRAWINGS NOT TO SCALE

**ST CHARLES PARISH**

**PCWRP BUDGET**

<b>2007-2008</b>		<b>2008-2009</b>		<b>2009-2010</b>	
Task 1.	\$1,000.00	Task 1.	\$1,000.00	Task 1.	\$1,000.00
Task 2.	4,000.00	Task 2.	4,000.00	Task 2.	4,000.00
Task 3.	4,000.00	Task 3.	4,000.00	Task 3.	4,000.00
Task 4.	<u>9,000.00</u>	Task 4.	<u>9,000.00</u>	Task 4.	<u>9,000.00</u>
	\$18,000.00		\$18,000.00		\$18,000.00

**Total Three (3) Year Contract Amount: \$54,000.00**

DNR COOPERATIVE AGREEMENT NO.2503-08-52  
Appendix B

MONITORING REPORT

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

Contracting Party: \_\_\_\_\_ DNR Contract No. \_\_\_\_\_

Project Title: " \_\_\_\_\_ "

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

Total invoiced to date: \$ \_\_\_\_\_

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)
  
- B. Tasks and/or milestones not accomplished with explanation or assessment of:
  - 1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

### III DELIVERABLES

### IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

Approval \_\_\_\_\_ Date \_\_\_\_\_  
DNR Project Manager Keith Lovell