

SUMMARY NO. 4765

INTRODUCED BY: **CHRIS A. TREGRE**
PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING/CZM SECTION)

ORDINANCE NO. 99-8-10

An Ordinance to approve and authorize a Cooperative agreement between St. Charles Parish and the Louisiana Department of Natural Resources, for the "Parish Coastal Wetland Restoration 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 # 2503-00-04, in the amount of \$18,000.00.

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

YEAS: RAMCHANDRAN, ALEXANDER, CHAMPAGNE, ABADIE, AUTHEMENT,

JOHNSON, DUHE, SIMON

NAYS: NONE

ABSENT: MINNICH

And the ordinance was declared adopted this 16th day of August, 1999, to become effective five (5) days after publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 8-18-99
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 8-18-99
AT: 8:30 PM RECD BY: [Signature]

Approved Under DNR Delegated Authority

CFMS# 552483

Karen Y. Lewis

DNR COOPERATIVE AGREEMENT NO. 2503-00-04
COOPERATIVE AGREEMENT FORMAT NO. N/A

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made and entered into this 10th day of September, 1999, 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, LA 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 September 1, 1999 through December 31, 2000.

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 Eighteen Thousand and 00/100 Dollars (\$18,000.00) for services rendered under this agreement. Under no circumstances shall the Department 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 provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of a copy of the contract, executed by the parties and bearing the approval of the Louisiana Office of Contractual Review. 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.

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.).
- 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.

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 for watercraft and \$5,000,000 for aircraft.

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 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 Cooperative Agreement 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.

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:

Task 1	\$4,000.00	Task 3	\$4,000.00
Task 2	\$4,000.00	Task 4	\$6,000.00

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.

- 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 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 and 1525.

17. COST OF PRINTING/ACKNOWLEDGEMENT OF FUNDING REQUIREMENTS:

The Contracting Party shall obtain written approval from the DNR Project Manager prior to finalization and distribution of all printed materials and graphic design work. Additionally, the Contracting Party shall notify the Department of location, date, and time, and obtain approval, of any workshops, meetings, press conferences, etc. related to this project at least five (5) working days prior to the scheduled event.

All finished materials produced under this agreement shall carry the state cost-of-printing statement funding source statement. All finished materials shall carry the required funding source statement and shall clearly indicate that the Louisiana Department of Natural Resources is funding the project. No other funding statements shall be included in any materials produced under this agreement without prior written approval from the DNR Project Manager. The Department reserves the right to determine the final format, acknowledgements, etc. for all print and nonprint (videos, etc.) materials produced under this agreement.

The Contracting Party shall use no logos other than the Department of Natural Resources logo without prior written approval of the Department. All press releases, notices, correspondence, etc. pertaining to this project shall include a statement that funding is provided by the Department of Natural Resources.

18. 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.

19. 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.

20. 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.

21. SUCCESSORS AND ASSIGNS:

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

22. 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.

23. 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.

24. 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.

25. AMENDMENTS:

No amendment shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

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:

JACK C. CALDWELL , SECRETARY
DEPARTMENT OF NATURAL RESOURCES

Rhonda Yubraj

Jan Beard

Jack Caldwell
Chris A. Beard
St. Charles Parish Council

APPENDIX A

PARISH COASTAL WETLANDS RESTORATION PROGRAM
SCOPE OF SERVICES
1999-2000

INTRODUCTION

The Louisiana Department of Natural Resources/Coastal Restoration Division (DNR/CRD) 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/CRD and each participating coastal zone parish shall develop, implement, and manage the Parish Coastal Wetlands Restoration Program (PCWRP) projects within its geographical boundary. The PCWRP includes Christmas tree brush fences, vegetative plantings, and shoreline stabilization 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 1999-2000 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 will 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/CRD Project Manager will be available for consultation and technical support. The parish will be reimbursed upon completion of program tasks.

PROJECT TYPES

The parish may build and fill new brush fences, install vegetative plantings, or build shoreline protection projects, only if all existing brush fences in the parish are in optimal structural and functional condition as inspected and evaluated by the DNR/CRD Project Manager (See Attachment 1 and Attachment 2). Project type(s) and location(s) must be approved by the DNR/CRD Project Manager.

Prior to project initiation, the parish shall submit copies of all designs, plans, and specifications for brush fence repairs, new construction, and/or vegetative plantings to the DNR/CRD Project Manager for approval (Task 1). No changes in project type, location, designs, plans, or specifications may be made without prior written approval from the DNR/CRD Project Manager.

EXISTING BRUSH FENCE EVALUATION

The DNR/CRD Project Manager, or his representative, will 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/CRD 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/CRD 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.

Due Date:

- November 30, 1999

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 done by a subcontractor or Parish employees only and can not be performed by volunteers;

and, for Christmas tree brush fence projects,

- 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/CRD a copy of contract or agreement between parish and subcontractor (if subcontractor is utilized);
 - Provide DNR/CRD copies of documentation of any work to be performed by volunteers and/or Parish employees;
- and, for Christmas tree brush fence projects,
- 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.

Due Date:

- June 30, 2000

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 specifications.

and, for Christmas tree brush fence projects,

- 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 (12) labeled 35mm slides showing the following:
 1. Filling of refurbished brush fences and/or new brush fences with Christmas trees (Christmas tree fence projects only). Slides 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. Slides shall be taken during construction and after completion.
 3. Slides shall be labeled and dated or submitted with a separate sheet with brief descriptions of each slide.

and, for Christmas tree and wave-damping fence projects, also:

- 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.

Due Date:

- June 30, 2000

TASK 4

Work:

- Participate in the final inspection of the project and approval with the DNR/CRD Project Manager.

Deliverables:

- Provide DNR/CRD 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.

Due Date:

- June 30, 2000

1999-2000 PCWRP

BUDGET

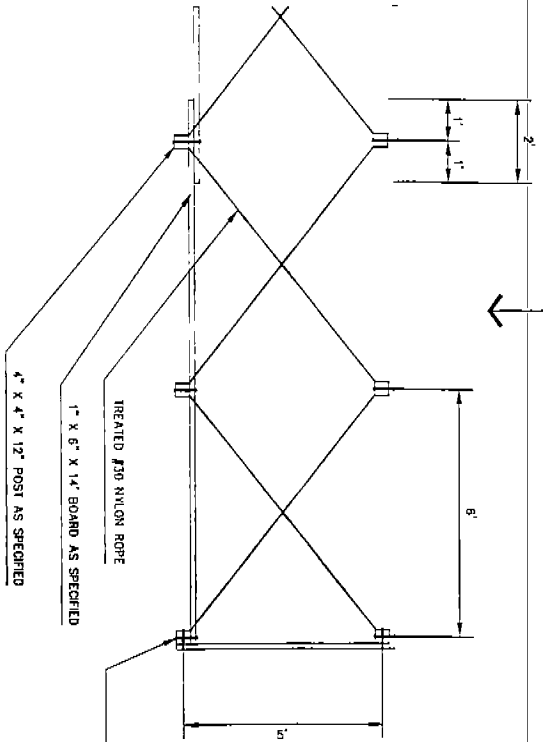
Task 1.	4,000.00
Task 2.	4,000.00
Task 3.	4,000.00
Task 4.	<u>6,000.00</u>
	18,000.00

PARISH COASTAL WETLANDS RESTORATION PROGRAM
1999-2000

NEW BRUSH FENCE
and
BRUSH FENCE REPAIR SPECIFICATIONS

- a. All brush fence repairs must meet the requirements as indicated in the drawings and specifications regardless of previous material used for construction.
- b. All wood shall be wolmanized, 0.40 CCA (Chromated Copper Arsenate) retention, #2 grade, new lumber. If salinities are above 15 parts per thousand, 0.80 CCA retention, #2 grade, new lumber shall be used.
- c. All posts shall be a minimum of 4-in. x 4-in. x 10-ft. Length shall be increased if site conditions warrant.
- d. One-in. x 6-in. x 14-ft boards shall be used on sides of brush fences for containment. One-in. x 6-in. x 5-ft boards will be used on ends of brush fences for containment.
- e. Three-eighths-in. x 6-in. hot-dipped, galvanized, carriage bolts and nuts shall be used to fasten boards to posts. Bolts shall be threaded with a minimum of 2.5 in. One-in., hot-dipped, galvanized washers shall be used with the nuts and bolts; two washers per nut and bolt. All bolts shall be stripped or epoxied to prevent removal.
- f. A minimum of one post per 50 linear ft of fence, including end post, must be marked as a safety precaution. This will be accomplished by attaching reflective tape, light reflectors, or an equivalent to these specified posts. Additionally on these specified posts, the top 6 in. shall be painted on all four sides with orange flourescent paint.
- g. Treated, number 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 6-ft gap will be located at every 150 ft of fence.
- j. Trees in fences are to be compacted as they are placed. This is to be accomplished by standing on the trees as they are laid into the fences and until they are compressed to a height 6 in. from the top of the fence.
- k. **Upon written request by the contractor and written approval of the DNR/CRD 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**
- ROPE TO BE HED AT EACH FRONT OF CONTACT WITH REFLECTOR. THIS IS DUE TO BREAKAGE.
 - REFLECTORS OR REFLECTORIZED HAKE TO BE PLACED ON ONE POST PER END OF FENCE, INCLUDING END POST.

DRAFT

UNIVERSITY OF CALIFORNIA DIVISION OF AGRICULTURE AND NATURAL RESOURCES CONSERVATION RESTORATION DIVISION		DATE: 10/27/78
PROJECT NAME: WOOD BRUSH FENCE		SHEET NUMBER: 1 OF 4
PROJECT NUMBER: 113-10000-000-000-000		
DRAWN BY: [blank]		
CHECKED BY: [blank]		
APPROVED BY: [blank]		
SCALE: [blank]		
SHEET NO. 113		

PARISH COASTAL WETLANDS RESTORATION PROGRAM
1999-2000

VEGETATION PLANTINGS SPECIFICATIONS

- a. All plants must be obtained from a Louisiana licensed nursery grower.
- b. All marsh vegetation plants shall be Louisiana-grown plant material and shall be grown in Louisiana. The Contractor must obtain certifications that marsh vegetation plant materials are of a Louisiana ecotype species. That is, project plants must be accessional generations from Louisiana foundation material. The contracting nursery must also provide certifications that they have acclimated plant materials to Louisiana climatic and habitat conditions for at least 90 days before planting.
- c. Smooth cordgrass shall be the species *Spartina alterniflora* cv. *Vermilion* and shall be container-grown trade gallon or larger. The plant species *Spartina alterniflora* cv. *Vermilion* is a cultivated variety released by the USDA, Natural Resources Conservation Service in Louisiana.
- d. One-gallon containers shall be planted in a row on 5-ft centers as specified (See Planting Detail). Four (4") inch containers and single stems shall be planted in a row on 2-ft centers.
- e. Plant material must be viable and actively growing as indicated by new root development in the container. Plants shall have been grown within the container long enough so as 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.
- f. All plants should be planted in a dug hole. Hole depth should be fixed so that the top surface of the rootball is even with or slightly below normal ground. The top surface of the plant rootball should not protrude above, or be more than 1 in. below normal ground. (See Planting Details)
- g. The hole must be tightly closed around the plant and plants must remain erect immediately after planting. Plant stems must not be cut, broken, or physically damaged during planting.
- h. Potting medium (potting soil) must 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.

- i. Plants shall be free of defects, disfiguring, sun scalding, diseases, insects, insect eggs, borers, or other forms of infections or infestation.
- j. Plants are to be grown in full sun conditions for at least six weeks before planting.
- k. Plants should be planted the same day they are obtained if possible. Otherwise, they must be kept covered and damp to prevent desiccation until planting. Plants cannot become water stressed prior to planting. Plants must retain their stem and leaf rigidity at all times indicating adequate container soil moisture.
- l. Planting can only occur beginning April 1 and cannot extend past June 30.
- m. Plants must be salt hardened to specific site conditions.
- n. Agriform tablets shall be used for fertilizer. Use Agriform 21 g fertilizer tablets with a guaranteed analysis of 20-10-5 N-K-P, or comparable. Use one tablet per plant. The tablet is to be placed at the bottom of the planting hole with the root ball directly on top (See Planting Detail).
- o. 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 will be rejected by DNR/CRD and must be removed immediately at the Contractor's expense.
- p. If plant anchors are required they shall be quarter inch (7/32"-9/32") mild steel material and will be bent and inserted through the smooth cordgrass plants. The plant anchors shall be a minimum of 24" long, 5-1/2" across the top and a minimum of 2" bent from the top. The plant anchors shall be inserted through the middle of the plant and inserted fully to ground level.

TRADE GALLON CONTAINERS

Smooth cordgrass (*Spartina alterniflora*) must have a minimum of six (6) live stems per gallon container and have a minimum stem height of eight (8") in. from the stem-root interface to the stem (not leaf) tip.

All California bulrush (*Scirpus californicus*) shall have a minimum of five live stems per container, each stem a minimum of 36" in length.

All roseau cane (*Phragmites communis*) shall have a minimum of six live stems per container, each stem a minimum of 16" in length.

All giant cutgrass (*Zizaniopsis miliacea*) shall have a minimum of three live stems per container, each stem a minimum of 36" in length.

All black mangrove (*Avicennia germinans*) shall have a minimum stem diameter of 1/4 inch at soil surface, each plant a minimum of 12" in length.

FOUR INCH CONTAINERS

Bitter panicum (*Panicum amarum*) grass shall have a minimum of three (3) stems per four (4") in. container and have a minimum stem height of eighteen (18") in. from the stem-root interface to the stem (not leaf) tip.

All marshhay cordgrass (*Spartina patens*) shall have a minimum of fifteen live stems per container, each stem a minimum of 18" in length.

VEGETATIVE PLUGS

Plant material will consist of multi-stemmed, bare-rooted material (commonly called vegetative plugs). Plugs will have a minimum of three live stems attached at the root crown, and are a minimum of fifteen inches in height. In addition, each plug will have a root mass of not less than two inches in diameter at the root crown with not less than four roots per plug. Plug roots will not be less than six inches in length.

SEEDLINGS

All seedlings are to be obtained from the Department of Agriculture and Forestry or other approved nursery.

Holes shall be deep enough that the roots shall not be broken. Trees are to be planted to a root collar depth; no "J" or "L" roots. The hole is then to be tightly closed.

Seedlings shall be kept cool, moist, out of direct sunlight, and protected from freezing until the time of planting.

Seedlings will be planted between December 15 and February 28.

Seedling roots will be protected from exposure during planting operations to prevent them from drying out. Proper use of seedling planting bags will insure this protection.

If herbivore is observed to be a threat, then a Nutria Exclusion Device (NED) will be required. The type of NED must be approved by the DNR/CRD project manager.

Reviewed by: HB

Contracting Party: St. Charles Parish Council

No.: pending

Title: "Parish Coastal Wetlands Restoration Program"

CRD CHECKLIST FOR CONTRACTS/AGREEMENTS

- Transmittal letter addressed to Accounting (through Contracts and Grants)
- "cc" Contract file, project file (include #), and contract manager
- Request for Contract/Agreement (Form DNR-CR Rev. 07/01/98) for services under \$50,000 and for all Cooperative Agmts at any amount (Note: If \$50,000 or over, process RFP Form DNR-RF (Rev. 7/1/98))
- N/A Justification for multi-year contract
- N/A Contract does not exceed 3 years (N/A if cooperative Agmt)
- Contract Request submitted prior to beginning date
- Zip code included in address and Tax Identification Number included
- N/A If funded by grant, contract term does not exceed grant period (state grant #)
- Verify CRD Plan Project No. and Accounting Code
- Scope of Services and Budget attached (single spaced)
- Check all budget amounts and totals
Proofread for typos and comprehension
Check for deliverables and dates due
Check - No equipment will be purchased
- N/A Attach resumes of key personnel assigned to project, if applicable
- Contract Certification (Form DNR-CD Rev. 1/95), (every request) attached
- Contract Justification (Form DNR-CJ Rev. 1/95), (every request) attached
- Civil Service Justification (Form DNR-CS Rev. 1/95), (every request) attached
- Request for Sole Source (Form DNR-RS Rev. 07/01/98), (every request) attached
- Cost Benefit Analysis Documentation (Form DNR-CB 7/1/98), (every request) attached

AMENDMENT NO. _____

CRD CHECKLIST FOR AMENDMENTS

- Transmittal letter
- If increasing amount, address letter to Accounting
- All other revisions and/or changes, send to Contracts and Grants
- "cc" Contract file, project file (include #), and contract manager
- Request for Contract/Agreement Amendment (Form DNR-CR Rev. 1/7/98)
- Adequate justification for Amendment
- Time Extension - check amended ending date (justify if over 1 year)
- Amendment does not extend contract/agreement for more than 3 years (N/A if Cooperative Agmt)
- If funded by grant, amendment does not exceed grant period or grant amount
- If increase, verify CRD Plan Project No.
- Amendment does not increase total contract amount to \$50,000
- Revised Scope of Services and Budget, attached (if applicable)
- Check all budget amounts and totals
Proofread for typos and comprehension
- Contract Justification (Form DNR-CJ, Rev. 1/95), attached, if amendment request is over \$5,000
- Civil Service Justification (Form DNR-CS Rev. 1/95), attached if increasing \$ amount (over \$5,000)

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

CERTIFIED RESOLUTION OF THE _____

RE: AGREEMENT FOR SERVICES WITH
THE DEPARTMENT OF NATURAL
RESOURCES IN THE AMOUNT OF
\$ _____

I, _____, Secretary of _____,
HEREBY CERTIFY that the following is a true and correct copy of a certain resolution
duly adopted at a meeting of the _____ of said _____ on
the _____ day of _____, 19____, at which meeting a quorum was present,
and that such resolution is now in full force and effect:

RESOLVED that _____, is hereby duly authorized and
empowered on behalf of this _____ to execute an agreement
between _____, and the Department of Natural
Resources of the State of Louisiana for _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
said _____ this ____ day of _____, 19____.

Secretary