



# *St. Bernard Parish Council*

8201 West Judge Perez Drive Chalmette, Louisiana, 70043  
(504) 278-4228 Fax (504) 278-4209  
[www.sbpbg.net](http://www.sbpbg.net)

**#20**

**Kerri Callais**  
Councilmember  
at Large

**Richard "Richie" Lewis**  
Councilmember  
at Large

**Gillis McCloskey**  
Councilmember  
District A

**Nathan Gorbaty**  
Councilmember  
District B

**Howard Luna**  
Councilmember  
District C

**Wanda Alcon**  
Councilmember  
District D

**Manuel "Monty"  
Montelongo III**  
Councilmember  
District E

**Roxanne Adams**  
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, NOVEMBER 20, 2018 AT THREE O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Mrs. Alcon, it was moved to adopt the following resolution:

## **RESOLUTION SBPC #1892-11-18**

A RESOLUTION SUPPORTING THE PARISH PRESIDENT TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD TO PERFORM CONCEPTUAL DESIGN AND IMPLEMENTATION PLAN DEVELOPMENT FOR THE EAST BANK SEDIMENT TRANSPORT CORRIDOR PROJECT.

**WHEREAS**, St. Bernard Parish Government has been afforded access to up to Five Hundred, Twenty-four Thousand, Four Hundred and Five Dollars (524,405.00) in state funding for the East Bank Sediment Transport Corridor Project (Project No. BS-0033),

**WHEREAS**, it is in the best interest of the citizens of St. Bernard and Louisiana to have implement this project for the protection, conservation, enhancement and restoration of the coastal area of the State of Louisiana and St. Bernard Parish,

**WHEREAS**, the St. Bernard Parish Council decrees that the attached Exhibit "A" is a proper and fair Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board.

**NOW THEREFORE, BE IT RESOLVED**, that the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby support the efforts of the Parish President in executing the Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board and authorizes signature of the Intergovernmental Agreement attached as Exhibit "A".

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** McCloskey, Gorbaty, Luna, Alcon, Montelongo, Lewis

**NAYS:** None



# *St. Bernard Parish Council*

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Extract #20 continued  
November 20, 2018

**Kerri Callais**  
*Councilmember  
at Large*

**Richard "Richie" Lewis**  
*Councilmember  
at Large*

**Gillis McCloskey**  
*Councilmember  
District A*

**Nathan Gorbaty**  
*Councilmember  
District B*

**Howard Luna**  
*Councilmember  
District C*

**Wanda Alcon**  
*Councilmember  
District D*

**Manuel "Monty"  
Montelongo III**  
*Councilmember  
District E*

**Roxanne Adams**  
*Clerk of Council*

**ABSENT:**        None

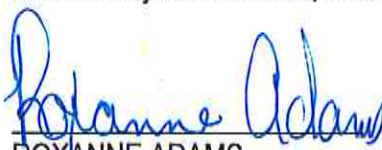
The Council Chair, Ms. Callais, cast her vote as **YEA**.

And the motion was declared **adopted** on the 20<sup>th</sup> day of November, 2018.

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, November 20, 2018.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 20<sup>th</sup> day of November, 2018.

  
ROXANNE ADAMS  
CLERK OF COUNCIL



# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

October 1, 2018

Guy McInnis, President  
St. Bernard Parish Government  
8201 W. Judge Perez  
Chalmette, LA 70043

Re: *Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Bernard Parish Government Regarding East Bank Sediment Transportation Corridor (Project Number BS-0033)*

Dear President McInnis,

Enclosed please find four (4) original copies of the above referenced agreement for your signature. Please sign the agreements, date, witness and notarize where indicated and return same to me.

Should you have any questions, please feel free to contact me. Thank you.

Very truly yours,  
Coastal Protection and Restoration Authority

Joann D. Hicks  
Administrative Assistant 5  
Legal Section

jdh  
Enclosures as stated

## Executive Division

Post Office Box 44027 • Baton Rouge, Louisiana 70804-4027 • The Water Campus • 150 Terrace Avenue • Baton Rouge, Louisiana 70802  
(225) 342-7308 • Fax (225) 342-4674 • <http://www.coastal.la.gov>  
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**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**STATE OF LOUISIANA,**  
**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY**  
**BOARD**  
**AND**  
**ST. BERNARD PARISH GOVERNMENT**  
**REGARDING**  
**EAST BANK SEDIMENT TRANSPORT CORRIDOR**  
**(PROJECT NUMBER BS-0033)**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement"), is entered into and effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the State of Louisiana, through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the "BOARD") acting by and through the Chairman of the Board, Johnny B. Bradberry, and the St. Bernard Parish Government (hereinafter referred to as the "PARISH") represented by its duly authorized President, Guy S. McInnis.

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

**WHEREAS**, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority ("CPRA") is the implementation and enforcement arm of the Board and is directed by the policy set by the Board, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the Board and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the Board pursuant to this Agreement; and

**WHEREAS**, hereinafter, the State of Louisiana, the BOARD, and the CPRA are collectively referred to as the "STATE" for purposes of this Agreement; and

**WHEREAS**, the PARISH has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the State, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its resolution annexed hereto and Article VII, Section 14 of the Louisiana Constitution; and

**WHEREAS**, the PARISH is obligated to and desires to perform the conceptual design and implementation plan development for the East Bank Sediment Transport Corridor Project; and

**WHEREAS**, in furtherance of the conceptual design and implementation plan development, the STATE agrees to provide funds to the PARISH, and this Agreement is intended to outline the terms and conditions thereof; and

**WHEREAS**, the PARISH understands and agrees that once the STATE'S obligations under this Agreement are complete, the PARISH will be 100% responsible for the funding and completion of the conceptual design and implementation plan development associated with the East Bank Sediment Transport Corridor Project and the associated costs thereto and the State will have no additional responsibilities for any operations, maintenance and improvements associated with the East Bank Sediment Transport Corridor Project; and

**WHEREAS**, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

**WHEREAS**, the STATE and PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and to facilitate the successful implementation of the conceptual design and implementation plan development associated with the East Bank Sediment Transport Corridor Project as described herein; and

**NOW, THEREFORE**, in consideration of the parties' mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1, *et seq.*, the constitution and general laws of the State of Louisiana, the parties hereto do hereby agree as follows:

## **ARTICLE I**

### **PURPOSE AND IDENTIFICATION**

**A. Purpose.**

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the PARISH for certain conceptual design and implementation plan development associated with the East Bank Sediment Transport Corridor Project.

**B. Identification.**

For the purpose of administration, identification and record keeping, State Project Number BS-0033 is assigned to this Project. This number will be used to identify all project costs.

## **ARTICLE II**

### **PROJECT DESCRIPTION**

The PARISH will perform conceptual design and implementation plan development for the East Bank Sediment Transport Corridor Project to be located on the east bank of the Mississippi River in the general vicinity of Phoenix, Louisiana. The work to be performed includes the necessary engineering, environmental, geotechnical, economic, logistical, landrights, and project management required for the development of the East Bank Sediment Transport Corridor Conceptual Engineering and Implementation Plan. An engineering and design (E&D) Scope of Services, appended hereto as **Attachment A**, further describes the work to be performed.



**ARTICLE III**  
**PROJECT FUNDING**

This Project includes a total maximum project cost of **Five Hundred Twenty Four Thousand, Four Hundred Five Dollars (\$524,405.00)** and shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum amount of \$524,405.00 for Project Management; Field Reconnaissance, Data Gathering and Data Review; Mississippi River Borrow Identification; Development of Existing Baseline Conditions; Development of Alternative Evaluation Criteria; Alternative Evaluation; Data Collection; Preliminary Design; and Draft and Final Reporting associated with the East Bank Sediment Transport Corridor Project. The funding will be provided to the PARISH on a reimbursement basis upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, V, and VI herein, and in accordance with all other terms and conditions of this Agreement. The maximum project cost specified herein is intended to be an estimate; actual quantities shall be billed as incurred not to exceed the maximum project cost as specified herein.
- B. The funds for this project are State funds, and the source of funds for this project is the FY2007 State Surplus. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of State funds for public purposes, and shall be used in strict accord with all applicable state, local, and federal statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound engineering principles and practices and in accordance with all applicable State and Federal Guidelines. All funding shall be subject to Article XV, entitled, "Fiscal Funding Clause."
- C. The PARISH acknowledges that any State funds not used in accordance with the terms and conditions of this Agreement and state and federal law shall be reimbursed to the STATE, and that any cost and expense in excess of the STATE'S share of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH.

**ARTICLE IV**  
**SCOPE AND PROJECT RESPONSIBILITY**

- A. The STATE, through CPRA or its agent, will perform the following:
  - 1. Develop the Intergovernmental Agreement for reimbursement to the PARISH.
  - 2. Provide funding on a reimbursable basis for the Project.
  - 3. Provide appropriate personnel for consultation as required.
  - 4. Provide access to relevant materials required in the performance of the work.
  - 5. Provide any progress schedules/work directives as may be necessary to facilitate the Project.
- B. The PARISH, or its agent, will perform the following:
  - 1. Develop the conceptual design and implementation plan and related work, including but not limited to engineering, environmental, geotechnical, economic, logistical, and landrights analysis required for successful implementation of the project.
  - 2. Perform the Engineering and Design in accordance with **Attachment A**, and in accordance with the sound engineering principles and practices.
  - 3. Provide oversight of contracted work to perform the tasks listed above.
  - 4. Receive, approve, and pay invoices from consultants/contractors/vendors on a timely basis and in accordance with all applicable state, federal, and local laws.

5. Submit invoices, certified in accord with Article VI, to STATE for reimbursement.
  6. **Deliverables** - The PARISH shall provide to the STATE, through CPRA, the following:
    - a. Copies of all detailed monthly invoices;
    - b. Monthly Monitoring reports (attached hereto and incorporated herein as **Attachment B**) which documents monthly and total costs for the Project, along with the following:
      - i. Project Work Summary Report (the format of this report shall be mutually agreed upon by the STATE and the PARISH), and any other documents, photographs, plans, drawings, maps, schematics, reports or any other materials relating to the Project;
      - ii. Monthly On-site Project equipment inventory, usage, and maintenance report (the format of this report shall be mutually agreed upon by the STATE and the PARISH);
      - iii. Monthly contracted services summary;
    - c. Copies of all deliverables prepared under the Engineering Scope of Services as identified in **Attachment A**.
  7. The PARISH shall adhere to all applicable State funding guidelines, as well as to all terms and conditions of this Agreement.
  8. The PARISH understands and agrees that once the STATE'S obligations under this Agreement are complete, the PARISH will be 100% responsible for the funding and completion of the conceptual design and implementation plan associated with the East Bank Sediment Transport Corridor Project and the associated costs thereto, and the State will have no additional responsibilities for any operations, maintenance and improvements associated with the East Bank Sediment Transport Corridor Project.
- C. The work for this Project shall be performed in accordance with the terms and conditions of this Agreement and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices. These documents shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

## **ARTICLE V**

### **DELIVERABLES**

The PARISH shall provide to the STATE, a copy of the Resolution and/or Ordinance adopted by its Board authorizing its execution of this Agreement.

The PARISH shall submit to the STATE a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement. In the event that the PARISH needs to publicly bid any portion of the work for this Project, the PARISH shall keep confidential and shall not disclose any Project documents to any other entity prior to advertising such work for public bid.

The PARISH shall also submit to the STATE all other deliverables specified herein, including those specified in Article IV, Section B.



## ARTICLE VI

### PAYMENT

The STATE shall pay the PARISH, monthly, one-hundred (100%) percent of the eligible project costs as determined by the consultant/contractor/vendor invoices submitted by the PARISH to the STATE as follows:

- A. Prior to payment, the PARISH shall render detailed monthly invoices for payment of work performed, including a summary of the type of work, total value of the work performed, and the costs incurred.
- B. Invoices shall be certified by the PARISH's consultant/contractor and another properly designated official representing the PARISH as being correct.
- C. All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the PARISH.
- D. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the STATE to the PARISH exceed \$524,405.00 for the term of this Agreement.

## ARTICLE VII

### RECORD KEEPING, REPORTING AND AUDITS

The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Mr. Andrew Beall or his designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by the STATE at any time and upon request.

The PARISH shall maintain all documents, papers, field books, accounting records, appropriate financial records and other evidence pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Inspector General, and/or the Legislative Auditor; however, prior to disposal of any project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Division of Administration, and the Office of the Inspector General shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513, *et seq.*

The STATE and the PARISH, and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subcontract entered into under this Agreement.



The purpose of submission of documentation by STATE to the PARISH, or by the PARISH to the STATE as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. The STATE assumes no responsibility to provide extensive document review for any documents received by PARISH or to determine the completeness or accuracy of any such documentation. The PARISH shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

#### **ARTICLE VIII** **TERMINATION FOR CAUSE**

The STATE may terminate this Agreement for cause based upon the failure of PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH's failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the STATE to comply with the terms and conditions of this Agreement; provided that the PARISH shall give the STATE written notice specifying the STATE'S failure and providing a reasonable opportunity for the STATE to cure the defect.

In the event that either party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

#### **ARTICLE IX** **TERMINATION FOR CONVENIENCE**

The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying engineering and/or consultant contracts for the Project.

In the event that either party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

**ARTICLE X**  
**NON-DISCRIMINATION CLAUSE**

The Parties agree 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 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the requirements of the Americans with Disabilities Act of 1990.

The Parties agree not discriminate in employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by either party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

**ARTICLE XI**  
**HOLD HARMLESS AND INDEMNITY**

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act, or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control. However, PARISH shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, subcontractors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to any technical comments or suggestions offered by STATE's employees to the PARISH pertaining to the Project design.

No party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or *force majeure*. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities provided to any party hereto by any Federal or Louisiana law or statute. It is clearly the intent of all parties that all parties shall be allowed to assert any and all defenses and immunities provided by Federal or Louisiana law.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

**ARTICLE XII**  
**ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings among the Parties with respect to the subject matter hereof, superseding all



negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

The Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. No change to this Agreement shall be valid or enforceable unless reduced to writing and signed by both parties.

#### **ARTICLE XIII** **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to the PARISH by the STATE shall remain the property of the STATE and shall be returned by the PARISH to the STATE at the PARISH's expense at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

#### **ARTICLE XIV** **ASSIGNMENT**

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, transfer, subrogation or novation), without prior written consent of the STATE provided however, that claims for money due or to become due to the PARISH from the STATE may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the STATE.

#### **ARTICLE XV** **FISCAL FUNDING CLAUSE**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State government in case of an emergency, or the appropriation is reduced by veto of the Governor or by any other 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

#### **ARTICLE XVI** **CERTIFICATION OF DEBARMENT / SUSPENSION STATUS**

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to the State in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, the STATE further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Articles VIII or IX in this Agreement, or to take such other action it deems appropriate under this Agreement.

#### **ARTICLE XVII**

#### **NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

#### **ARTICLE XVIII**

#### **RELATIONSHIP OF PARTIES**

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the STATE each act in an independent capacity, and no party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.



- C. The participation by STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH, its consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the PARISH in the Project shall in no way be construed to make PARISH a party to any contract between the State and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

**ARTICLE XIX**  
**APPLICABLE LAW, VENUE AND DISPUTES**

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Agreement shall be vested in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

**ARTICLE XX**  
**DESIGNATION OF POINTS OF CONTACT**

The parties designate the following persons to be their official contacts in relation to this Agreement. Any party may change its contact person upon written notice to the other party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to St. Bernard Parish Government:

Guy McInnis  
Parish President  
8201 W Judge Perez Drive  
Chalmette, LA 70043  
504-278-4280

If to the CPRA Board:

Johnny B. Bradberry  
Chairman  
Capitol Annex - State of Louisiana  
P.O. Box 44027  
Baton Rouge, LA 70804-4027  
225-342-7669

If to CPRA:

Michael R. Ellis  
Executive Director  
Coastal Protection and Restoration Authority  
Post Office Box 44027  
Baton Rouge, LA 70804-4027  
225-342-4683

**ARTICLE XXI**  
**FINANCIAL CAPABILITY**

PARISH hereby acknowledges and certifies that it is aware of the financial obligations of the PARISH under this Agreement and that PARISH has the financial capability to satisfy the obligations of the PARISH under this Agreement. PARISH agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by PARISH pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of PARISH for the Project, PARISH is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent STATE, at its sole discretion, from seeking additional funding to assist PARISH with the responsibilities undertaken by any Party pursuant to this Agreement.

**ARTICLE XXII**  
**DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**ARTICLE XXIII**  
**PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party to the Agreement shall forthwith be amended to make such insertion or correction.

**ARTICLE XXIV**  
**SEVERABILITY**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.



#### **ARTICLE XXV**

##### **TAXES**

PARISH shall be responsible for payment of all applicable taxes, if any, from the funds to be received under this Agreement. PARISH's federal tax identification number, 72 600 1193, DUNS# \_\_\_\_\_.

#### **ARTICLE XXVI**

##### **SUBRECIPIENTS, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS**

PARISH may, with prior written permission from the STATE, enter into subawards and/or subcontracts with third parties for the performance of any part of PARISH's duties and obligations. In no event shall the existence of a subaward or subcontract operate to release or reduce the liability of PARISH to the STATE for any breach in the performance of PARISH's or any subcontractor's duties.

#### **ARTICLE XXVII**

##### **COVENANT AGAINST CONTINGENT FEES**

PARISH shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the STATE shall have the right to annul this Agreement without liability in accordance with Article VIII ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

#### **ARTICLE XXVIII**


##### **EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION**

This Agreement shall remain in effect from the effective date noted herein and until termination by written mutual agreement of all parties, in accordance with the terms hereof, or upon final accepted completion of the work outlined in this Agreement.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all parties hereto. This Agreement may be executed in multiple originals.

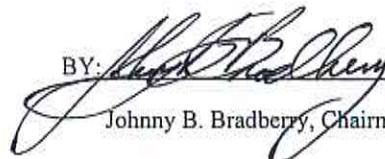
THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

**ST. BERNARD PARISH GOVERNMENT**

BY:   
Guy S. McInnis, President

DATE: 10-4-18

**COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD**

BY:   
Johnny B. Bradberry, Chairman

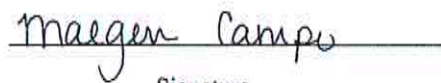
DATE: 9/24/2018

\_\_\_\_\_  
(District's Federal Identification Number)

**WITNESSES:**

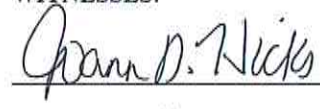
  
Signature  
John Lane

Print Name

  
Signature

Maegen Campu  
Print Name

**WITNESSES:**

  
Signature  
**Joann D. Hicks**

Print Name

  
Signature

**Shirley T. Long**  
Print Name



STATE OF LOUISIANA  
PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4 day of October 2018, personally came and appeared Guy McInnis, or his assigned acting, \_\_\_\_\_, to me known, who declared that he is the President of St. Bernard Parish, that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_



\_\_\_\_\_  
Louisiana Notary Public / Bar Number

My commission expires: \_\_\_\_\_

(SEAL)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 24<sup>th</sup> day of September, 2018, personally came and appeared Johnny B. Bradberry, to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



Signature

David A. Peterson

Print Name

22591

Louisiana Notary Public / Bar Number

My commission expires: upon death

(SEAL)



OFFICIAL SEAL  
David A. Peterson  
BAR ROLL #22591  
STATE OF LOUISIANA  
My Commission is for Life



**ATTACHMENT A**

**SCOPE OF SERVICES**

**FOR  
EAST BANK SEDIMENT TRANSPORT CORRIDOR  
PRELIMINARY ENGINEERING AND IMPLEMENTATION PLAN  
ST. BERNARD PARISH, LOUISIANA**

**SUBMITTED TO  
ST. BERNARD PARISH GOVERNMENT**

**BY  
ROYAL ENGINEERS AND CONSULTANTS, LLC**

**MAY 25, 2018**

**PROJECT BACKGROUND**

Much of St. Bernard Parish is composed of emergent wetlands that are deteriorating due to factors such as subsidence, sea-level rise, historical damage from the Mississippi River Gulf Outlet (MRGO), canal dredging, leveeing of the Mississippi River, and erosional forces from seasonal storms. Furthermore, these marshes are sediment starved so there is very little chance for them to recover without intervention. It is also important to note that these wetlands, or what remains of them, represent the first line of defense for the newly constructed \$17B GNO Hurricane Storm Damage Risk Reduction System (HSDRRS) which they border. While sediment diversions are planned for the region, they are years away from implementation, and given that they work on geologic timescales, are not solely able to address the immediate need to rebuild the regions wetlands.

Currently, the St Bernard Parish Government (SBPG) is engaged in a wide range of coastal restoration activities aimed at protecting and sustaining their coastal communities, ecosystems, and fisheries. Additionally, Louisiana's Coastal Protection and Restoration Authority (CPRA) 2017 Coastal Master Plan (Master Plan) identified a tremendous (over 50,000 acres of marsh creation valued at over \$2 billion) need for marsh creation on the East side of the Mississippi River in SBPG and PPG (Figure 1). SBPG, and other stakeholders such as the Save Louisiana Coalition, strongly support the rapid implementation of these projects. Key to this accelerated implementation is the identification of an out-of-system, renewable, sediment borrow source, and a cost-effective means of transporting that sediment to the various project locations.

CPRA has successfully transported Mississippi River sediment over 26 miles for projects in Plaquemines and Jefferson Parishes and has provided input on the feasibility study of doing the same in Terrebonne Parish from the Atchafalaya River. It is critical that a similar sediment

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pipeline / pipeline corridor on the East Bank of the Mississippi River be established to meet the critical marsh creation needs of SBPG. This Scope of Services details the necessary engineering, environmental, geotechnical, economic, logistical, landrights, schedule, budget, and deliverables necessary for the development of the East Bank Sediment Transport Corridor Project Preliminary Design and Implementation Plan.

#### SCOPE OF SERVICES: TASKS, TIMELINES, and DELIVERABLES

##### TASK 1: PROJECT MANAGEMENT

This task includes the associated labor expended for the successful management of the project, including project schedule, budget, internal and external communications, etc. Mitch Andrus, P.E., will serve as the principal coastal engineer and technical lead for the project. Beau Tate, P.E., will be overseeing project management activities between the project team, SBPG, and coordination with CPRA for all services required under this contract.

*Task 1 Deliverables:* Project Management Plan summarizing the communication plan, project schedule, subcontractor roles, contact list, meeting schedule, and all other pertinent information to manage the project.

##### TASK 2: FIELD RECONAISANCE, DATA GATHERING AND DATA REVIEW

This task includes all work necessary to gather all available information and data associated with the project area conditions such as remote sensing data, stream gage measurements, and elevation and bathymetric surveys. Project team will also gather input from all relevant stakeholders including, but not limited to, SBPG, US Army Corps of Engineers (USACE), CPRA, landowners, commercial fisherman, etc.

The project team shall perform a "Data Gap Analysis" to catalog everything that is available and define what additional information will need to be collected/generated. There will also be field work verifying everything including infrastructure and wetland conditions, and coordination with the stakeholders (e.g., landowners/fishermen) that are familiar with the areas so we are certain of the recommendations.

Impacted habitats at the toe of the levee (potentially Bottom-Land Hardwood) where the pipeline will cross will be documented and avoided where possible. As part of the CPRA Master Plan, and based on previous marsh creation projects, there should not be any significant mitigation requirements for the project, or it will be considered self-mitigating due to the overwhelming benefit of the project. Discussion of this will be included in the Draft and Final

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reports outlined later in this Scope of Services.

*Task 2 Deliverables:* Data Gap Analysis Report.

### TASK 3: MISSISSIPPI RIVER BORROW IDENTIFICATION

In analyzing the Mississippi River for potential borrow areas, the project team will coordinate with CPRA, who has performed extensive investigation of these resources and has utilized them, and will continue to use them, in the construction of many projects. The project team will also research the availability and type of dredges performing work in the Mississippi River and provide the most current information on dredging technology. The project team will also delineate riverine borrow area boundaries, based on existing riverine bathymetric surveys, expected volume and sediment characteristics of material available for dredging, known submerged pipelines and utilities, correspondence with local and state stakeholders, and most importantly, guidelines and permitting standards set forth by the USACE governing dredging operations of the Mississippi River. From this, the project team will select the preferred locations and geometries for the proposed riverine borrow areas for the project's preliminary design phase.

*Task 3 Deliverables:* Technical Memo with identifying current and future borrow sources, volumes, estimated refill rates, and sequencing of use for all relevant Master Plan projects.

### TASK 4: DEVELOPMENT OF EXISTING BASELINE CONDITION

Using the results of the site visits, stakeholder input, and data review, the project team will characterize the levee and highway crossings, project area water depths, tide variations, river related hydrographic constraints, natural marsh elevations, nesting grounds, wildlife habitats, oyster habitat (leased and public), and infrastructure inventory for potential access corridors alternatives from the Mississippi River to the various marsh creation areas. These potential corridors will be evaluated for their viability as reusable routes for reaching the maximum number of projects. This analysis will take into consideration factors such as long-term right-of-way acquisition, permanent infrastructure crossings, booster pump locations, and proximity to residences, businesses, future project fill sites, and optimal renewable riverine sediment source locations. The project team will look at dredging innovation relative to permanent piping options, alternative pipe types, dredge slurry techniques for extending pipe life, and alternative energy sources (electric, natural gas) for operations. The project will analyze all these options,

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develop costs, risks, etc., and will recommend a course of action for implementation.

It is important to note that the sediment pipeline corridor will be a series of marsh platforms and/or ridges constructed where there used to be existing marsh. All natural/historical hydrologic connections and bayous will be preserved (this will be a regulatory requirement as well). The impacts of these marsh platforms will be gathered from the CPRA/Water Institute of the Gulf modeling performed as part of the 2017 Master Plan.

*Task 4 Deliverables:* Technical Memo detailing existing project baseline conditions as necessary to support future environmental documentation and design criteria.

#### TASK 5: DEVELOPMENT OF ALTERNATIVE EVALUTATION CRITERIA

This task involves the development of the evaluation criteria which will be used to prioritize alternatives. In order to uniformly and objectively assess project alternatives, a thorough and comprehensive suite of evaluation criteria will be developed by the project team. Some parameters will be technical in nature and measured quantitatively while others will be driven by stakeholder input and measured qualitatively. Important consideration will be given to the weight of select factors by balancing stakeholder input and preferences with technical constraints. As part of this process, the project team will work closely with the Parishes to ensure all appropriate considerations are factored into the process. A preliminary list of criteria that will be involved in the evaluation process includes, but is not limited to:

- Borrow Area Sediment Volume
  - Borrow Area Sediment Grain Size
  - Borrow Area Use/Sequencing
  - Alternative Borrow Material/Locations
  - Navigation Channel Crossing
  - Navigation Safety Issues
  - Transport Distance
  - Revetments Impacts
  - Anchorage Areas Impacts
  - Preliminary Cultural Resources Assessment
  - Transport Corridor Water Depths
  - Oyster Lease Impacts
  - Wetlands Impacts
  - Permitting (CUP/408/etc.)
  - Transport Corridor Pipeline Crossings
  - Transport Corridor Obstructions
  - Landowners Affected
-



- Levee Corridor Crossing Complexity
- Highway Crossing Complexity
- Construction Duration
- Construction Cost
- Long-Term Sustainability
- Utility Pipelines
- Economic Scenarios (Cost Delta to Projects)
- Funding Sources

*Task 5 Deliverables:* Technical Memo with defining each of the evaluation criteria scaled appropriately for the analysis.

#### TASK 6: ALTERNATIVE EVALUATION

This task includes application of the evaluation criteria for the actual development and evaluation of alternatives based on the data and information generated in the previous tasks. Using the evaluation criteria, a suite of alternatives will be developed representing combinations of fill areas, borrow areas, and transport corridors which have been vetted as viable options. The project team will evaluate each alternative and provide a discussion of pros and cons on each component. The project team will then devise a decision matrix which will be used to convert the discussions into a documented evaluation process resulting in a set of recommendations for project implementation.

*Task 6 Deliverables:* Technical Memo documenting the alternative evaluation process and resulting recommendations.

#### TASK 7: DATA COLLECTION

Based on the Alternatives Evaluation the project team will determine what additional topographic and bathymetric surveys are necessary to initiate design the project features. The project team will develop a survey plan to obtain sufficient data for establishing the location of the proposed design features, which should be of a sufficient level for permitting and environmental compliance. Surveying Services shall include the investigations necessary for the construction equipment access for pipeline installation and operation and maintenance along the transport corridor.

Based on the Data Gap Analysis, project team will determine geotechnical investigation needs for the corridor platform, containment dikes, and possible crossing structures. The project team will

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develop a geotechnical investigation plan to obtain additional data. Once the survey plan is developed and boring/CPT locations have been determined along transport corridor, the project team will develop permit drawings and application for filing. Once the permit is received, field work will commence. The geotechnical analysis will be of a sufficient level for preliminary design of project features.

*Task 7 Deliverables:* Survey and Geotechnical Plans, Joint Coastal Use Permit Application for Geotechnical Investigation, and Draft and Final Reports.

#### TASK 8: PRELIMINARY DESIGN PACKAGE

Using the results of the alternatives analysis, stakeholder input, and data review, the project team will develop the preliminary transport corridor design from the borrow areas to the fill areas. The design will consider environmental and cultural aspects identified in the environmental investigation and will characterize the levee and highway crossings, water depths, tide variations, river related hydrographic constraints, natural marsh elevations, oyster lease inventory, and infrastructure inventory for the selected transport corridor. The design will take into consideration factors such as long-term right-of-way acquisition; permanent infrastructure crossings; booster pump locations; and proximity to fill locations.

Based on the 30% design, the project team will develop the preliminary opinion of probable construction cost based on factors such as site logistics, material properties, and procurement requirements. The project team will evaluate construction components pertaining to the transport corridor in addition to total project costs for dredging and fill placement. Cost comparisons will be made for both a reusable permanent pipeline installation and corridor crossing infrastructure for removable pipelines. These comparisons will be made for multiple project implementation scenarios to determine the most cost-effective option.

The cost analysis will take into account many project specific components to estimate unit and cumulative costs, including but not limited to: dredge size, digging depth, sediment composition, pumping distance, pumping rates and durations, fuel costs, etc. In addition to dredging costs, the project team will evaluate containment dike construction costs, factors affecting long-distance transport along the selected corridor, and potential causes of project delays such as inclement weather or accommodations for navigation and other industry operations. The assessments and assumptions will then be verified by experts in the dredging and marine construction industry and compared against bid tabs from similar recent projects. Contingencies will be accounted for and then reduced as the design is finalized.

*Task 8 Deliverables:* Preliminary Design Drawings of the recommended sediment transport corridor and Construction Cost Analysis.

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**TASK 9: PREPARE DRAFT REPORT**

This task includes preparation of the draft Preliminary Engineering and Implementation Plan "Report" detailing the results from the prior tasks as well as presenting recommendations for project implementation. The project team will prepare and submit to SBPG and CPRA a Draft Report including an executive summary summarizing all activities, surveys, methodologies, results, analyses, cost estimates, and conclusions drawn. The report will also include a conceptual plan set including project location maps, survey maps and results, geotechnical data, access corridors, transport routes, existing pipelines and infrastructure, fill plan, and borrow areas. The project team will also include in the report recommended project funding scenarios and implementation plans/strategies.

*Task 9 Deliverables:* Draft Report for SBPG and CPRA review.

**TASK 10: ADDRESS COMMENTS AND SUBMIT FINAL REPORT**

The Final Report (*East Bank Sediment Transport Corridor Conceptual Engineering and Implementation Plan*) deliverable will consist of a Comprehensive Implementation Plan for the Sediment Transport Corridor East, including a large set of Appendices, addressing such issues as:

- Analysis of alternative routes for the pipeline.
  - Borrow area sources (existing and future), composition, refill rates, and sequencing relative to use by current and proposed projects.
  - Fill area/marsh creation volumes, sequencing, costs analysis and alternatives.
  - Documentation of all regulatory (Sec. 408) and environmental issues (changes in hydrology) associated with project and recommended actions to address.
  - Full land-rights investigation and recommendations for addressing easements ROW etc. Options for easements and Rights of Way Private/Public
  - Documentation of all existing and planned infrastructure associated with project such as pipelines, levees, etc.
  - Cost analysis of permanent pipeline, permanent supporting infrastructure (for example a tie-in at river), or completely permitted and accessible corridor without any pipeline or infrastructure.
  - Cost analysis of utilizing pipeline vs. Breton Sound/Offshore Borrow.
  - Project funding analysis and strategy.
  - Synergy/Interaction of project with other activities such as the diversions (removal of shoaling), BUDMAT, Mississippi River Deepening (pipeline is cheap way to dispose of dredge material), MRGO Ecosystem Restoration
-

- Work-In-Kind crediting, Mitigation for HSDRRS system, etc.
- Cost analysis of Sediment Transport Corridor East vs. previously implemented transport corridors, including project need, and master plan consistency.

This task includes response and incorporation of any SBPG and CPRA comments to the Draft Report. The project team will meet with and present the Final Report to SBPG and CPRA, and other project stakeholders as directed.

*Task 10 Deliverables: 1-Electronic and 5-hard copies of Final Project Report to both SBPG and PPG.*

#### BUDGET

The total cost for the tasks outlined in this Scope of Services is \$1,048,840, billed on a % complete basis, based on the following budget breakdown by task.

Task 1: Project Management	\$107,950
Task 2: Field Reconnaissance, Data Collection and Data Gap Analysis	\$86,030
Task 3: Mississippi River Borrow Identification	\$101,220
Task 4: Development of Existing Baseline Condition	\$111,840
Task 5: Development of Alternative Evaluation Criteria	\$59,210
Task 6: Alternative Evaluation	\$68,320
Task 7: Data Collection	\$284,230
Task 8: Preliminary Design Package	\$116,970
Task 7: Prepare Draft Report	\$50,800
Task 8: Address Comments and Submit Final Report	\$62,240
Total Project Budget	\$1,048,810

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### SCHEDULE

The initial project schedule for the tasks as scoped is targeted for completion within 18-months of NTP. A detailed delivery schedule will be developed as part of the Project Management Plan in Task 1.

### PROJECT TEAM

*Royal Engineers and Consultants, LLC* will serve as the prime contractor for this project and be responsible for the alternative development, cost estimating, levee crossing, infrastructure analyses, technical reporting, and preliminary plan development; *ELOS*, represented by Jay Prather, who will provide all environmental and regulatory analyses, and land rights analyses; and *CF BEAN*, represented by Ancil Taylor, will provide dredging engineering support services. Additional subcontractors will be brought on as needed for services such as geotechnical data collection and engineering, surveying, and field transportation. The project team is committed to using local subcontractors who have the capability and capacity to perform the necessary additional services; all of which will be vetted with SBPG prior to engaging.

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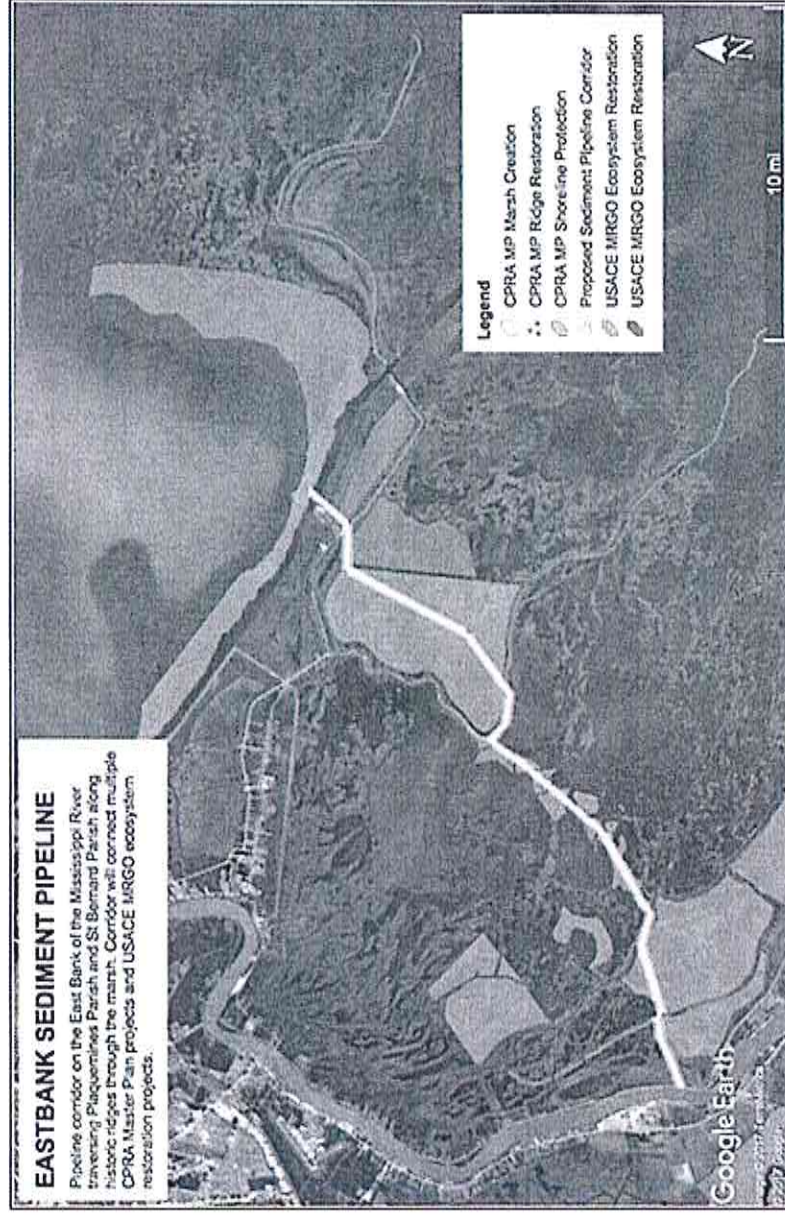


Figure 1. Example Marsh Creation Areas to be Served by East Bank Sediment Pipeline.



CONTRACT NO. \_\_\_\_\_  
ATTACHMENT B

MONITORING REPORT

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

Contracting Party: \_\_\_\_\_ OCPR 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 \_\_\_\_\_ (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_  
Approval \_\_\_\_\_ (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_  
OCPR Project Manager

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