**Scope of Work:**

The Contractor shall provide all labor, equipment, materials, and any necessary or incidental items needed to complete this project as specified in accordance with the terms and conditions of these specifications and permits as set forth herein for the Louisiana Department of Wildlife and Fisheries (LDWF).

**Site Visit Contact:**

Denise Kinsey

LDWF Biologist DCL-A

dkinsey@wlf.la.gov

225-765-0175

**Location:**

Area of Sister Lake located within the Public Oyster Seed Reservation in Terrebonne Parish.

# Specifications:

The Contractor shall provide the following turnkey marine services:

* Furnish and deploy oyster cultch material (e.g., oyster shell, limestone, granite, marble, concrete)

Oyster Cultch Material:

* Furnish a total **31,500 tons of oyster cultch material.** Individual cultch material pieces shall measure no less than 2” to no greater than 4” along its shortest axis.
* Clean oyster shell obtained from northern Gulf of Mexico locations is the preferred cultch material and will be given a 10% weighted factor, due to their added value to this project.
* Material measuring less than 2” along its shortest axis or more than 4” along its longest axis is tolerable as long as the total amount of such material does not exceed 5% by volume.
* LDWF reserves the right to increase or decrease the total amount of material by up to 25% or approximately 7,800 tons to comply with fund availability.
* Aggregates may be used in any ratio to complete and comply with the volume requirement. Oyster cultch material types other than oyster shell, limestone, granite, and marble may be used only with prior approval by LDWF. Specifications (e.g. type of material, proportion of total material amount) for such material shall be submitted as a Bidder Inquiry prior to the deadline to receive written inquiries. Such specification will be evaluated by LDWF and addressed in the form of an addendum. See pages 1 and 2 of Attachment A – Special Terms and Conditions for more information.
* Material shall be completely free of plastics, trash, excessive dirt, hazardous substances, and any other non-cultch material that may harm aquatic flora or fauna or the environment.
* Recycled concrete is **NOT** an acceptable material for this project.
* LDWF reserves the right to inspect the cultch at the Contractor’s site before accepting the Contractor’s bid.
* Material shall be made available for inspection by LDWF prior to and during deposition.
* Inspection locations include, but not limited to, the material Contractor’s site, any holding area, loading docks, hopper barges, and deck barges.
* LDWF reserves the right to reject partial or entire loads which do not meet specifications.
* Rejected loads and/or partial loads will NOT be paid for by LDWF, either for the material or costs associated with transportation and/or handling of the material.
	1. Transport:
* The Contractor shall transport all ordered material to the project area.
* Transportation shall be via vessels of such size, and loaded in such a manner, as to not damage the water bottoms over which they pass. Such damage will be the responsibility of the Contractor.
* Drafts of all vessels shall not exceed 3’ while under power and operating in or around the project area unless specifically allowed by LDWF prior to reaching planting site.
* LDWF reserves the right to restrict the size of vessels used by the Contractor, and to specify the route to planting sites, if it determines the Contractor is damaging water bottoms. Such damage will be the responsibility of the Contractor.
* LDWF may assist with the identification of pipelines, oyster leases, potential access routes, etc. in the general project area, but the final responsibility for identification of and damages to water bottom features, structures, pipelines, etc. lies with the Contractor.
* Tug and supporting vessel operators shall have project corner coordinates, provided by LDWF, entered into an onboard GPS unit or plotted on a map of the material deposition area prior to arriving on location.
* Tugs will not be allowed to use engine thrusts to maintain their position, with or without barges, in or around the project area while on standby. If a stationary anchorage system (e.g., spud-barge, anchor, or other LDWF-approved means of securing tugs/barges) is to be used to secure equipment while within the public oyster area and/or to minimize disturbing bottom sediments, the placement location shall be identified by GPS coordinates and be approved by LDWF before anchorage system deployment.
* The Contractor shall retrieve any and all debris and trash which is expelled from boats, barges, equipment, etc. while operating under this project.
* The Contractor is responsible for adhering to all applicable federal/state/local safety and pollution requirements.
* The Contractor is responsible for contacting and establishing a ticket with Louisiana One Call (811 or 800-272-3020) as required by State Law prior to beginning on-site work.
	1. Deposition:
		+ Deposit the agreed upon amount of material on the seafloor within the boundaries of the 400 acre permitted lot of the Sister Lake Public Oyster Seed Reservation located in Terrebonne Parish as identified in Attachment D – Map of Sister Lake 2025 Oyster Cultch Plant Project. The deposition area will be at least a 200 acre area or more to be determined by LDWF within the permitted site.
		+ The proposed cultch plant design may consist of a light scattering of material up to a 4” base layer of material throughout the planting area to be determined by LDWF.
		+ **A minimum clearance of 4’ shall be maintained between the water’s surface and deposited material at Mean Lower Low Water (MLLW).**
		+ LDWF will not accept the project if exceedances are not met or corrected.
		+ Material shall only be deposited under direct supervision of LDWF unless an exemption is granted by LDWF agents.
		+ All material shall be deployed within deposition site boundaries as designated by LDWF.
		+ Vessels shall be operated such that bottom sediment disturbance is kept to an absolute minimum.

* + - Deposition of material shall meet specifications of all applicable permits, including, but not limited to, the United States Army Corps of Engineers (USACE) permit, Louisiana Department of Natural Resources Coastal Zone Consistency, and Louisiana Department of Environmental Water Quality Certification. The Contractor shall display the approved USACE permit onsite during all deposition operations (permit to be obtained and provided by LDWF).
		- Scheduling of tugs and barges in order to complete the project by the completion date provided under the “Timeline” section below is the sole responsibility of the Contractor.
		- The Contractor shall require all personnel to wear U.S. Coast Guard-approved personal flotation devices (PFDs) while on deck during deposition.

# Reef Site Description and Location

The boundary of the 400 acre permitted plot, within which a smaller area of approximately 200 acres will be identified for material deposition.

|  |
| --- |
| **Sister Lake 2025 Oyster Cultch Plant Project Permit Area** |
| 29° 14' 22.940" | 90° 55' 25.090" |
| 29° 14' 40.100" | 90° 54' 11.510" |
| 29° 14' 14.400" | 90° 54' 00.360" |
| 29° 14' 01.180" | 90° 55' 20.900" |

The approximate water depth within Sister Lake permitted planting area ranges from 3’ to 6’.

Final responsibility for identification of and for damages to water bottom features, structures, pipelines, etc. lies with the Contractor.

# Deliverables

1. Delivery and successful deposition of material within the deposition areas, in accordance with the specifications herein.

**Project Acceptance**

LDWF reserves the right to conduct a post construction survey of the project area within 30 days of planting completion to ensure no part of the planted material exceeds the minimum clearance. If any part of the deposited material is found to exceed the minimum clearance, the Contractor will have 30 days from the date notice is received from LDWF to correct the exceedances.

LDWF will not accept the project if exceedances are not corrected.

 (See “Timeline” and “Payment Terms” sections for further details.)

# Payment Terms

Three payments will be made to the Contractor.

1. 80% of the contract value to be paid upon planting completion.
2. 10% of the contract value to be paid once LDWF accepts project.

LDWF reserves the right to conduct a post construction survey of the project area within 30 days of planting completion to ensure no part of the planted material exceeds the minimum clearance. If any part of the deposited material is found to exceed the minimum clearance, the Contractor will have 30 days from the date notice is received from LDWF to correct the exceedances.

1. The remaining 10% of the contract value is standard retainage that will be held until a clear lien certificate from the Clerk of Court in Terrebonne Parish is submitted by the Contractor to LDWF.

# Timeline

1. LDWF and the Contactor will arrive at a mutually agreed upon date of material deposition commencement, but deposition activities shall not begin earlier than official sunrise on **August 1, 2025.**
2. All cultch material shall be planted no later than official sunset, **September 30, 2025**.
3. LDWF reserves 30 days from the date the Contractor notifies LDWF that planting is complete to determine project acceptability. If an LDWF post construction water bottom survey finds planted areas in which the deposited material does not meet the minimum 4’ clearance at MLLW, the Contractor will be given an additional 30 days to take corrective measures to meet project acceptance.
4. Adjustments to any part of this timeframe may only occur upon the written approval of LDWF. LDWF reserves the right to adjust dates due to biological or economic factors. The Contractor will be notified of LDWF date adjustments at least 5 business days in advance.

# Penalties

# If applicable, failure to deliver the amount of oyster shell bid will constitute a default and may cause cancellation of the contract.

# If all cultch material is not planted by official sunset September 30, 2025, the Contractor will be charged liquidated damages of $1,000 per day starting October 1, 2025, until, and including, the date on which all material has been deposited on Sister Lake cultch plant site.

**General Terms and Conditions:**

* 1. The Contractor is responsible for developing a spill prevention and response plan. If a spill occurs onsite, the Contractor shall report response efforts and outcome to the National Marine Fisheries Service (NMFS) (along with as-built drawings and photos at the completion of the project.)
	2. The Contractor shall immediately report to NMFS any interactions with, or sightings of, stranded, entangled, dead, or injured sea turtles, sawfish, or marine mammals.
	3. The Contractor shall comply with USACE Standard Manatee Conditions for in water activities, in addition to NEPA and LDWF compliance rules.
	4. The Contractor shall provide daily reports and provide documentation showing amount of material received from material supplier.