# Louisiana Department of Wildlife and Fisheries

# SPECIFICATIONS OF MORGAN HARBOR OYSTER CULTCH PLANT PROJECT

The Louisiana Department of Wildlife and Fisheries (LDWF) requires a contractor to provide turnkey marine services to:

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

Project area – Area of Morgan Harbor located within the Public Oyster Seed Grounds in St. Bernard Parish.

Contractor shall provide all labor, equipment, materials, and any necessary or incidental items needed to complete this project as specified in accordance with terms and conditions of these specifications and permits as set forth herein.

LDWF Bid Contact:

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# Bid Specifications

1. Oyster Cultch Material
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		1. Furnish a total of **35,000 tons of oyster cultch material. Individual cultch** material pieces shall measure no less than 2” to no greater than 4” along its shortest axis.
		2. Clean Oyster shell obtained from norther 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.
		3. 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.
		4. LDWF reserves the right to increase or decrease the total amount of material by up to 25% or approximately 8,750 tons to comply with funds available for this project.
		5. 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, marble, or crushed concrete 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 to the LDWF bid contact at least 3 business days before the bid opening date for approval.
		6. Material shall be completely **FREE OF PLASTICS, TRASH, EXCESSIVE DIRT, HAZARDOUS SUBSTANCES, AND ANY OTHER NON-CULTCH MATERIAL**.
		7. Material shall be clean and free of contaminants that may harm aquatic flora or fauna or the environment.
		8. LDWF reserves the right to inspect the cultch at the Contractor’s site before accepting the Contractor’s bid.
		9. Material shall be made available for inspection by LDWF prior to and during deposition.
		10. Inspection locations include, but not limited to, the material contractor’s site, any holding area, loading docks, hopper barges, and deck barges.
		11. LDWF reserves the right to reject partial or entire loads which do not meet specifications.
		12. 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.
	2. Transport
		1. Contractor shall transport all ordered material to the project area.
		2. 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.
		3. 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.
		4. 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.
		5. 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.
		6. 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.
		7. 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.
		8. Contractor shall retrieve any and all debris and trash which is expelled from boats, barges, equipment, etc. while operating under this project.
		9. Contractor is responsible for adhering to all applicable federal/state/local safety and pollution requirements.
		10. 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.
	3. Deposition
		1. Deposit the agreed upon amount of material on the seafloor within the boundaries of an approximate 200 acre area (to be determined) located within the larger 288 acre permitted area located within the Public Oyster Seed Grounds in Morgan Harbor located in St. Bernard Parish as identified in the enclosed map “2024 Morgan Harbor Cultch Plant.”
		2. The proposed cultch plant design consists of a 4” to 12” layer of material throughout the planting area.
		3. **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 corrected.
		4. Material shall only be deposited under direct supervision of LDWF unless an exemption is granted by LDWF agents.
		5. All material shall be deployed within deposition site boundaries as designated by LDWF.
		6. Vessels shall be operated such that bottom sediment disturbance is kept to an absolute minimum.

* + 1. 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. Contractor shall display the approved USACE permit onsite during all deposition operations (permit to be obtained and provided by LDWF).
		2. Scheduling of tugs and barges in order to complete the project by the completion date provided under “Timeline” section below is the sole responsibility of the contractor.
		3. 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 288 acre plot for **material deposition**.

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| **Morgan Harbor**  |
| 29° 49' 34.910" | 89° 17' 44.920" |
| 29° 49' 21.640" | 89° 17' 25.170" |
| 29° 48' 42.570" | 89° 18' 13.440" |
| 29° 49' 00.150" | 89° 18' 30.370" |

The approximate water depth within Morgan Harbor permitted planting area ranges from approximately 5’ to 11’.

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

# Site Visit

Bidders are urged and expected to visit the project areas and take such other steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve bidders from the responsibility for estimating properly the difficulty or cost of successfully completing the contract or constitute grounds for a claim after award. LDWF will assume no responsibility for any understanding or representation concerning conditions made by any of its employees, agents, or consultants prior to the execution of the contract unless included in the contract documents.

A site visit will **not** be conducted by LDWF.

# 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 upon completion of project.

1. 80% of contract to be paid upon planting completion.
2. 10% of contract 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% is standard contract retainage that will be held until a clear lien certificate from the Clerk of Court in St. Bernard Parish is submitted by the contractor to LDWF.

# Timeline

1. LDWF and contactor will arrive at a mutually agreed date of material deposition commencement, but deposition activities shall not begin earlier than official sunrise on **April 16, 2024.**
2. All cultch material shall be planted no later than official sunset, **June 4, 2024**.
3. LDWF reserves 30 days from the date 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 four 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. Contractor will be notified of LDWF date adjustments at least 5 business days in advance.

# Penalties

# If applicable, failure to deliver the amount of shell bid (see “MORGAN HARBOR 2024 OYSTER CULTCH PLANT PROJECT – Bid Options and Notation”) will constitute a default and may cause cancellation of the contract.

# If all cultch material is not planted by official sunset June 4, 2024, the contractor will be charged liquidated damages of $1,000 per day starting June 5, 2024 until, and including, the date on which all material has been deposited on Morgan Harbor cultch plant site.

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# Additional Contractor Responsibilities

* 1. 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. Contractor shall immediately report to NMFS any interactions with, or sightings of, stranded, entangled, dead, or injured sea turtles, sawfish, or marine mammals.
	3. Contractor shall comply with USACE Standard Manatee Conditions for in water activities, in addition to NEPA and LDWF compliance rules.