



**STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY**

**REQUEST FOR QUALIFICATIONS
FOR SAFETY ASSURANCE REVIEW (SAR) CONTRACTOR**

RFQ NO. 2503-20-01

**CPRA COASTAL MASTER PLAN PROJECTS AND
MID-BASIN SEDIMENT DIVERSION PROGRAM**

December 4, 2019

1.0 INTRODUCTION

The Coastal Protection and Restoration Authority (CPRA) is seeking within this Request for Qualifications (RFQ) to select a Contractor to complete Safety Assurance Reviews (SARs), as directed by the CPRA, for Projects delivered under the Mid-Basin Sediment Diversion Program (or Program) or the Louisiana Comprehensive Master Plan for a Sustainable Coast (Coastal Master Plan) requiring a SAR.

2.0 SAR OBJECTIVES

A SAR is a Type II Independent External Peer Review (IEPR) that is required to be completed for a project when the project involves making alterations to any US Army Corps of Engineers (USACE) federally authorized Civil Works project under 33 United States Code Section 408 (33 USC 408) where potential hazards pose a significant threat to human life (public safety). The SAR is intended to provide an impartial and independent, project-specific review on the **aspects of a project's work that pose a life safety threat**, such as the stability of the levee (structure, floodwall, or levee). The SAR shall consider all project-specific areas where the levees are modified or connected with each proposed structure, with a detailed review of the construction and operations sequences: (1) flood event during construction, (2) flood event during critical operation sequences, and (3) storm surge, or as required by CPRA for each specific project.

3.0 DEFINITIONS

"CMAR" means construction management at-risk as defined in La. R.S. 38:2225.2.4.

"CMAR Contractor" means the construction management at-risk contractor who has been contracted by CPRA through a separate solicitation to provide Pre-Construction services associated with a specific Project and may be awarded a contract to provide construction and construction management services for that Project.

"Corporation" means a corporation formed under the laws of this state or a foreign corporation formed under the laws of any state other than this state or under the laws of any foreign country.

"CPRA" means the State of Louisiana Coastal Protection and Restoration Authority.

"Design Team" means the team of engineering professionals, subcontractors and subconsultants selected to provide engineering and design services for a specific Project.

"EIS" means the Environmental Impact Statement for each Project pursuant to the National Environmental Policy Act (NEPA).

“Independent Cost Estimator” or **“ICE”** means the contractor selected to provide independent construction cost estimates at design milestones for each Project.

“Independent External Peer Review” or **“IEPR”** means a technical assessment of a project or work product conducted by one or more subject matter experts independent from the quality control/quality assurance performed by the designer of record and external to the owning agency.

“Joint Venture” or **“JV”** means a combination of two or more persons or entities, in which some specific venture for profit is jointly sought without any actual partnership or other corporate designations.

“Key Personnel” means personnel essential to successful performance of the services to be provided by the Respondent.

“Limited Liability Company” or **“LLC”** means an entity that is an unincorporated association having one or more members that is organized and existing under Louisiana law or formed under the laws of any state other than this state.

“MBrSD” means the Mid-Breton Sediment Diversion Project, CPRA Project Number BS-0030 or the Mid-Breton Project.

“MBSD” means the Mid-Barataria Sediment Diversion Project, CPRA Project Number BA-0153 or the Mid-Barataria Project.

“Oral Presentation” means an in-person presentation by the Respondent of its capabilities, resources and approach, which may be requested as part of the selection process at the sole discretion of CPRA.

“Owner’s Review Team” or **“ORT”** means CPRA’s review team for review of Engineering and Design related documents, plans, and specifications, as related to the project design criteria, scope of work, and to ensure compliance with the Program’s Quality Management Plan.

“Program” means the Mississippi River Mid-Basin Sediment Diversion Program, which includes the Mid-Barataria and Mid-Breton Sediment Diversion Projects.

“Program Management Team” or **“PMT”** means CPRA and support staff who are responsible for management of the Program.

“Project(s)” means a Project(s) designated by CPRA and requiring a SAR.

“Project Team” or **“PT”** means the team composed of CPRA and support staff, Design Team, Construction Contractor, and other consultants as determined by CPRA that is responsible for providing Project-level leadership and oversight to ensure that effective, coordinated actions combine to deliver their assigned Project on schedule and within budget.

“Request for Qualifications” or **“RFQ”** means this Request for Qualifications seeking a SAR Contractor for CPRA, including all enclosures, attachments and addenda.

“Respondent” means any firm, entity, Corporation, Limited Liability Company (LLC), or Joint Venture (JV) that submits a Statement of Qualifications (SOQ) in response to this RFQ and who will be executing contract(s) with CPRA should it be selected.

“Selection Review Committee” means the group of individuals selected by CPRA to review the SOQs, score the Respondents, and recommend award.

“Statement of Qualifications” or **“SOQ”** means a submittal of information by a Respondent in response to this RFQ.

“Third Party Contractor” or **“TPC”** means the third-party contractor responsible for preparing the Environmental Impact Statement (EIS) for each Project pursuant to the National Environmental Policy Act (NEPA).

All other capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in this Request for Qualifications.

4.0 BACKGROUND

In 2005, following Hurricanes Katrina and Rita, the Louisiana Legislature established CPRA and set in motion the creation of a comprehensive master plan for the coast that is updated every six years with the best available information, and a fiscal annual plan that details the funding and implementation schedules for projects. The Louisiana Comprehensive Master Plan for a Sustainable Coast (Coastal Master Plan) is focused on a long-term view and is a vehicle for coordinating Louisiana's local, state, and federal level responses to land loss and potential threats from hurricanes and storm surge events. The Coastal Master Plan provides a list of projects that build/maintain land and reduce risk to our communities and includes the Mississippi River Mid-Basin Sediment Diversion Program (Program).

The Mississippi River Mid-Basin Sediment Diversion Program is currently comprised of the Mid-Breton Sediment Diversion Project (Mid-Breton Project or BS-0030) and the Mid-Barataria Sediment Diversion Project (Mid-Barataria Project or BA-0153). The funding for the planning, permitting, engineering, and design services for the Program has been awarded to CPRA through the National Fish and Wildlife Foundation (NFWF) from the Gulf Environmental Benefit Fund (GEBF). CPRA is using the Construction Manager at Risk (CMAR) delivery method for these Projects, as authorized by Louisiana law pursuant to La. R.S. 38:2225.2.4.

The Mid-Barataria Project is being designed to reconnect and re-establish the natural deltaic sediment deposition process between the Mississippi River and the Barataria Basin to build, sustain, and maintain land. It is proposed to construct the Mid-Barataria Project on the west side of the Mississippi River at approximately River Mile (RM) 60.7 above Head of Passes (AHP), in Plaquemines Parish, LA. The current design for this Project includes an inlet channel and a gated diversion structure at the Mississippi River Levee (MRL), a conveyance channel, interior drainage improvements, an outfall transition through the future New Orleans to Venice (NOV) Levee into the basin, highway and railroad alignment accommodations and utility relocations.

The Mid-Breton Project is being designed to reconnect and re-establish the deltaic sediment deposition process between the Mississippi River and the Breton Sound Basin to build, sustain, and maintain land. It is proposed to construct the Mid-Breton Project through the MRL on the east side of the Mississippi River at approximately RM 68 AHP, in Plaquemines Parish, LA. The current concept for this Project includes an inlet channel and a gated diversion structure at the Mississippi River Levee (MRL), a conveyance channel, interior drainage improvements, an outfall transition through a locally-owned levee into an outfall/receiving area in the basin, highway alignment accommodations and utility relocations.

Projects delivered under this Program and other designated Projects delivered as part of the Coastal Master Plan are subject to United States Army Corps of Engineers (USACE) Section 404/10 regulatory permits and 33 United States Code Section 408 (33 USC 408) permissions to modify federally authorized projects.

The SAR Contractor will coordinate with the Project Team for each designated Project as required and have responsibility for conducting Safety Assurance Reviews for each designated Project, as fully described in the Scope of Services (Enclosure 1).

The Program and Project milestones, as currently scheduled, are provided in the Scope of Services (Enclosure 1). These milestones are subject to modification due to permitting, EIS, or the Section 408 process schedules. Modifications or delays to the permitting, EIS, or Section 408 components of project schedules may result in delays or pauses in the design phases of the Projects.

5.0 EXISTING AND PROPOSED TEAM MEMBERS

The Program Management Team (PMT) is responsible for management and successful implementation of the Program. It is led by the CPRA Program Manager and is organized and staffed to support the centralized and coordinated management of the Projects to be delivered under the Program. It includes CPRA staff assigned to support the Program and other staff, contractors, and consultants.

The PMT is composed of the Program Management and Support Office, the Mid-Barataria and Mid-Breton Project Teams, Owner's Review Team (ORT), SAR Contractor and other consultants as determined by CPRA, as shown on Figure 1.

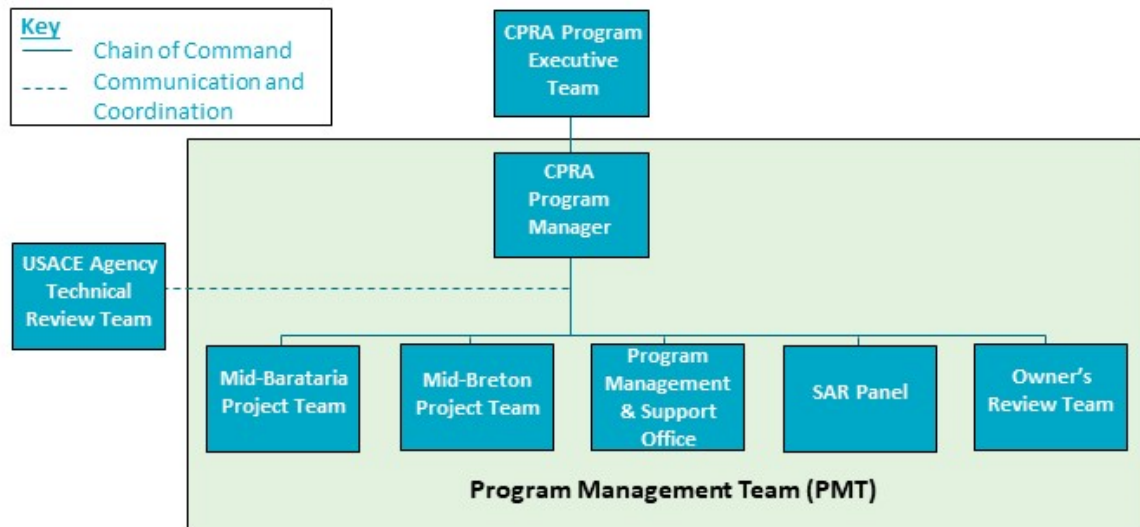


Figure 1: Program Management Team

The CPRA Program Executive Team (PET) consists of the senior leadership of the CPRA and provides executive-level input and feedback on the Program to the Program Manager, reviews, approves Program plans, policies, and procurements, and provides strategic direction and advice to the PMT.

The Project Teams provide Project-level leadership and oversight. Each Project Team is led by a Project Manager and is responsible to the PMT for ensuring that effective, coordinated actions combine to deliver their assigned Project on schedule and within budget. Each Project Team consists of everyone necessary for the successful development and execution of all phases of their Project. Team members may include CPRA Staff, the Project Design Team, CMAR Contractor, ICE Contractor, Construction Administration and Inspection Services Contractor, and Program Management Contractor staff.

The ORT is a multi-disciplinary team of technical and engineering subject matter experts led by CPRA that reviews deliverables submitted by the Project Teams on behalf of the CPRA and provides technical support and expertise to support management of Program/Projects as part of the Program's Quality Management Plan.

The Program Management and Support Office is responsible for assisting the CPRA Program Manager in managing and delivering the program. It provides administrative, logistical, and management support and subject matter expertise as required to support Program and Project delivery.

The PMT also coordinates with a dedicated Agency Technical Review (ATR) Team from the U.S. Army Corps of Engineers (USACE) for additional technical reviews as required for the Section 408 permit and other required permits issued under USACE regulatory authority.

6.0 CONTRACT ELIGIBILITY

The firm selected to provide SAR services under this RFQ shall not be eligible to participate on the following teams:

- **Mid-Barataria Project:** Design Team, CMAR Contractor, ICE, Third Party Environmental Impact Statement (TPC EIS) Contractor or Construction Administration/QA Contractor (future procurement).

- **Mid-Breton Project:** Design Team, CMAR Contractor, ICE, or Third Party Environmental Impact Statement (TPC EIS) Contractor or Construction Administration/QA Contractor (future procurement).
- **Program:** Owner's Review Team (ORT).

Teams submitting a response to this RFQ should be advised that contractors of the State of Louisiana may, in certain circumstances, be deemed public employees as defined by the Ethics Commission. **Full disclosure to the CPRA is required of any potential conflicts.** Any potential conflicts shall be resolved with the Ethics Commission prior to seeking a contract. The commission on Ethics for Public Employees is located at 617 North Third Street, LaSalle Building, 10th Floor, Baton Rouge, LA 70802; telephone number 225 219-5600; toll free at 1-800-842-6630.

7.0 SAR STAFFING AND KEY PERSONNEL

Key Personnel, as defined herein, means personnel essential to successful performance of the services to be provided by the Respondent. CPRA will require that Key Personnel listed in the Respondent's SOQ be assigned to the Program and remain assigned for the duration of the contract(s). Should substitutions become necessary, the SAR Contractor will be expected to submit replacement personnel with similar qualifications to CPRA for approval. Minimum Key Personnel to be included in the Respondent's SOQ should include the following:

- Project Manager
- Geotechnical Engineer*
- Hydraulics and Hydrology (H&H) Engineer*
- Structural Engineer*
- Civil Engineer*
- Construction Engineer*

Key Personnel identified with an asterisk (*) are the personnel that will comprise the SAR Panel members. Only one person shall be provided for each panel position. The Project Manager will serve as the primary point of contact and liaison between the SAR Panel and CPRA. The Project Manager may also serve in one of the five designated SAR Panel positions provided that they meet the desired qualifications for that position.

USACE will approve SAR Panel members prior to initiation of any safety assurance reviews. Additional requirements may be added at the USACE's request throughout the contract. If the selected Respondent fails to provide SAR Panel members that are acceptable and approved by USACE, the State may exercise its right to cancel the contract and award a contract to the next-highest-ranked Respondent.

8.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Respondents should submit a SOQ that highlights their understanding of the SAR process and the experience record of the proposed SAR Panel members and Project Manager in the successful completion of safety assurance reviews for large scale civil works projects. The submittal should meet the following requirements as outlined below.

A. Business Organization and Relevant History and SAR Experience	3 Points
B. Experience & Qualifications of Key Personnel	80 Points
C. Safety Assurance Review Understanding and Approach	5 Points
D. Hudson/Veteran Small Entrepreneurship Program	10 Points
E. Compliance with All SOQ Requirements	2 Points
Total	100 Points

The combined page count of the Executive Summary, Part A, Part B, Part C, Part D, and Part E of the submittal should not exceed **forty (40)** pages in length. The standard forms, financial audits, evidence of bonding capacity, licenses, and certificates are not included in this page count requirement and should be organized in a separate section in the submittal. Elaborate submittals are not required and are discouraged. The following should be included in the submittal:

Components of the submitted SOQs, including, but not limited to, Business Organization and Relevant History and SAR Experience, Experience & Qualifications of Key Personnel, Safety Assurance Review Understanding and Approach, Hudson/Veteran Small Entrepreneurship Program, and all Pass/ Fail Requirements, will be evaluated for the Respondent, or in the case of a JV, each JV member. In the case where the Respondent is a multiple-member LLC, the Respondent will be evaluated based on the LLC's qualifications and will not be evaluated on the individual member's qualifications.

8.1 Executive Summary

The Respondent will provide an executive summary cover letter describing the company and its commitment to successful completion of Project Safety Assurance Reviews and the proposed SAR Panel's relevant experience and qualifications. This summary should state the company's particular expertise, resources and advantages that they and their proposed SAR Panel will bring to the Program and CPRA. The executive summary shall present the name, telephone number, email address, and mailing address for the Project Manager. If the Project Manager will not be serving as the primary contact person during the selection process, a contact person should be listed with contact information listed above.

Maximum Pages: 2

8.2 Part A: Business Organization and Relevant History and SAR Experience 3 Points

The Respondent should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and depth of resources available to provide the required services.

The Respondent will provide past project experience and performance information for, and no more than three (3) relevant projects that the Respondent has worked on in the past fifteen (15) years. For each project, provide one (1) reference from the project's Owner.

Relevant project experience refers to projects with comparable scope, type, size, and performance risk as described herein. Emphasis on project selection should include projects in the United States, which provided similar site characteristics, risk, riverine construction, marine construction, potential types of temporary works structures, geotechnical conditions, climate, and interaction with riverine and marsh systems. Relevant projects submitted should demonstrate significant experience and familiarity with safety assurance reviews. The Respondent's role on each relevant project should be clearly described, to include their level of involvement on each project, specific portions of each project(s) completed, overall contract value and subcontractor's contract value, and the key personnel involved from the team and their role(s).

The CPRA may conduct reference checks on the relevant projects submitted. The Respondent shall be responsible for verifying the contact numbers submitted as the CPRA will make a reasonable effort to contact references based on the contact information provided. The information obtained from the reference checks will be incorporated into the scoring of this section. If additional information is needed on the relevant projects listed by the Respondent, CPRA reserves the right to pursue additional contacts and will incorporate the performance information obtained into the scoring of this section.

This section will be evaluated based on Respondent experience with safety assurance reviews of levees, floodwalls, and water control structures of similar size; degree to which work on the identified projects was performed by proposed Key Personnel; and overall ability of the Respondent firm to successfully perform the work required. Feedback from reference checks will also be incorporated into the scoring for this section.

Maximum pages: 8

8.3 Part B: Experience & Qualifications of Key Personnel

80 Points

The Respondent will provide a proposed team organization chart, including identification of all Key Personnel as defined in Section 7.0 including their name and description of their proposed roles and responsibilities. Subconsultants holding key roles in the team organization should be included and clearly identified as such. If the Respondent is a JV, each individual's firm affiliation should be indicated in the organization chart. The organization chart should be accompanied by a narrative summary indicating the functional responsibilities and designated authority of personnel and entities identified.

The Respondent will include resumes for Key Personnel only and only one for each position. Resumes should be limited to no more than two (2) pages for each Key Personnel member listed. Resumes should include proposed role / responsibility, educational background, professional registrations, relevant credentials, years of relevant experience, prior experience and role(s) on relevant projects, and prior experience conducting SARs. Resumes should clearly describe the role of the Key Personnel in each project listed. Resumes should be submitted as part of the Experience and Qualifications (EQF-1A) Form and will not count towards the 20-page limit for this section. Respondents are expected to expand the Question 12 section of the EQF-1A Form to a maximum of two (2) pages for each Key Personnel member in order to provide all of the information as requested herein. Each Key Personnel member's resume will include contact information for two references.

The CPRA may conduct reference checks. The Respondent shall be responsible for verifying the contact numbers submitted on each resume, as the CPRA will make a reasonable effort to contact references based on the contact information provided. The information obtained from the reference checks will be incorporated into the scoring of this section. If additional information is needed, CPRA reserves the right to pursue additional contacts and will incorporate the performance information obtained into the scoring of this section.

The availability of Key Personnel on the Respondent's team shall be provided in a table or chart. The table or chart should provide their current workload and time that would be allocated for this Program should the Respondent be selected. The Respondent is to indicate their agreement to provide written commitment prior to contract signing for the Key Personnel's dedicated time to the Program if selected as the SAR Contractor.

The Key Personnel shall not have any financial or litigation association related to the Mid-Basin Sediment Diversion Program or any other CPRA Project designated for a SAR. All assigned Key Personnel and Respondent team members shall fully disclose any known or potential conflict of interest that may arise from the performance of the work. Areas of conflict may include current employment by the Federal or State governments, participation in developing the subject projects, a publicly documented statement advocating for or against the subject projects, current or future interests in subject projects or future benefits from the projects and paid or unpaid participation in litigation related to the projects. The Respondent shall submit a Background Information and Confidential Conflict of Interest Disclosure (COI) Form (see Enclosure 3) for each proposed Key Personnel and team member to CPRA for the Mid-Barataria Sediment Diversion Project and the Mid-Breton Sediment Diversion Project for the sole purpose of validating that there is no conflict of interest. A separate COI Form shall be completed and submitted for each project for each proposed Key Personnel and team member as requested at the Task Order level. If necessary, the Respondent shall remove and replace Key Personnel members during a review if a conflict arises.

This section will be evaluated and points awarded based on the relevant professional credentials, education, and experience of Key Personnel on similar relevant projects and SARs. Also considered in the point allocation will be feedback from references on the Key Personnel.

Maximum pages: 20 (one 11"x 17" sheet allowed in this section)

8.4 Part C: Safety Assurance Review Understanding and Approach

5 Points

The Respondent should include enough information to satisfy evaluators that the Respondent has a clear understanding of the Scope of Services, describe the methods, standards, and tools that will be used to

perform the services and tasks required, and describe the quality control procedures that will be implemented by the Respondent.

The approach should include a description of the SAR Contractor roles within the Section 408 review process and interface with the PMT and Project Teams. Respondent will describe how they intend to utilize any Hudson certified firms on their team.

This section will be evaluated based the Respondent's ability, given their current workload, and approach to complete the required safety assurance reviews during project design and construction. The Respondent's SOQ should show a firm understanding of the SAR Scope of Services (Enclosure 1), the SAR Contractor's role in the Section 408 review process, and lessons-learned from previous SAR projects.

Maximum pages: 7 (one 11"x 17" sheet allowed in this section)

8.5 Part D: Hudson/Veteran Small Entrepreneurship Program

10 Points

CPRA fully participates in and encourages participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. Ten (10) points are available to Respondents who themselves are a Hudson Initiative small entrepreneurship certified through the Louisiana Economic Development for small entrepreneurship under the Hudson Initiative Program (H.I.P.) or Respondents who engage one or more subcontractors certified through the Louisiana Economic Development for small entrepreneurship under the H.I.P. Certification shall be valid at the date of the SOQ submittal. Failure to provide required documentation and certifications in the submittal will lead to award of 0 of the 10 points available.

8.6 Part E: Compliance with All SOQ Requirements

2 Points

SOQ requirements have been identified throughout this RFQ package. The Respondent is expected to follow the outlined instructions and meet all submittal requirements. The Respondent must submit all required forms, submit the required number of copies in the required format and size, and verify all licenses, bonds, and insurance certifications. A completed Submittal Requirement Checklist (Enclosure 5) will be included in this section. In order to receive the maximum score of two (2) points, all SOQ requirements, including the submittal of a completed Submittal Requirements Checklist, must be met.

Maximum pages: 3

8.7 Pass / Fail Requirements

The Respondent must include all of the following in its SOQ and demonstrate the stated minimum requirements to be considered responsive to this RFQ. Failure to meet any of the following requirements will result in disqualification, and the Respondent will not be further evaluated for selection as the SAR Contractor:

1. Insurance Requirements: The Respondent should submit a letter from the insurance carrier verifying the Respondent's capability to meet the insurance requirements listed in Enclosure 2, Draft Contract.

2. Licensure: The Respondent shall be in compliance with the registration law for Professional Engineers and Land Surveyors (La. R.S. 37:681 through 37:703) and the rules of the Board of Registration for Professional Engineers and Land Surveyors. Evidence of licensure and certifications, as applicable, will be provided in the Standard Forms section.

3. Contract Acknowledgement: Enclosure 2 is the Draft Contract to be executed by the selected SAR Contractor. The Respondent should submit a contract acknowledgment agreement with the submittal. The Respondent may provide proposed modifications to the Draft Contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the Contract that are not in the CPRA interest or that CPRA solely determines is not in the best interest of the Program.

4. Financial Information: The Respondent, or in the case of a JV, each JV member, will furnish annual audited financial reports for the past three (3) financial years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes. Respondents shall submit their Financial Information in a separate envelope as part of their Statement of Qualifications (SOQ) clearly identified with the Respondent's name and marked "Confidential – Financial Documentation". Each page of the financial documents provided shall be marked "Confidential". Financial records will not be considered in the page limit.

5. Background Information and Confidential Conflict of Interest Disclosure Forms: Enclosure 3 is the Background Information and Confidential Conflict of Interest Disclosure (COI) Form. The Respondent shall submit a COI Form (see Enclosure 3) for each proposed Key Personnel and team member to CPRA for the Mid-Barataria Sediment Diversion Project and the Mid-Breton Sediment Diversion Project for the sole purpose of validating that there is no conflict of interest. A separate COI Form shall be completed and submitted for each project for each proposed Key Personnel and team member as requested at the Task Order level. COI Forms will not be considered in the page limit.

8.8 Standard Forms and Supporting Documents

Standard forms, professional licenses and certificates, company licenses to work in Louisiana, financial records, safety records, Hudson Initiative Certificate(s) and other required documents are to be included in this section. All required forms are to be up to date, current as of the anticipated award, and provide the assurances required in the RFQ and Draft Contract.

As referenced in Section 8.7, Background Information and Confidential Conflict of Interest Disclosure (COI) Forms (Enclosure 3) should be submitted as part of the Standard Forms section.

As referenced in Section 8.7, the Contract Acknowledgement should be submitted as part of the Standard Forms section.

Certificate(s) and Other Requirements

According to the provisions of La. R.S. 12:301-302, any corporation which is not incorporated in the State of Louisiana must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809, Phone no. (225) 925-4704.

For-profit and non-publicly traded corporations as well as Limited Liability Companies must provide a Disclosure of Ownership form when contracting with CPRA. Where the Respondent is an LLC, identify the members of the LLC. In instances where members of the LLC are themselves an LLC, identify the membership interest thereof until arriving at the entity/individual that is not an LLC. The Disclosure of Ownership should be submitted with SOQ. Upon contracting with CPRA, the forms must be completed, notarized, and submitted to the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809 and a copy stamped by the Corporations Division must be provided to CPRA.

Engineering provided by SAR Contractor will be performed in compliance with the registration law for Professional Engineers and Land Surveyors (La. R.S. 37:681 through 37:703) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

9.0 SUBMITTAL FORMAT REQUIREMENTS

One original and six (6) paper copies of the SOQ shall be provided on 8 ½" x 11" format paper, double sided, and bound in a sturdy 3-ring binder(s). The response pages shall be divided into sections corresponding to the Part A through Part E tabs within the binder. Experience and Qualifications Forms shall be included immediately after the Part E tab and then followed by any additional forms and supporting documents. Sections should be tabbed within the binders for ease of navigating through each RFQ response. When reference is made to a 'page' or a 'sheet', this means one side; a single page printed on

both sides equates to two ‘pages’ or ‘sheets’. All body text in the SOQ response shall be no smaller than 11 point in Garamond font; font size for graphics, header and folio sections can be smaller than 11 point but no smaller than 9 point. The Respondent will be allowed two (2) –11” x 17” format paper, such as for the organization charts, and site maps if included in the response. The maximum number of pages for each section should be as indicated above.

Two (2) USB flash drives shall also be submitted containing a single PDF file of the entire SOQ response. **Financial information shall NOT be included on the flash drives.**

The Respondent shall submit their Financial Information in a separate envelope as part of their Statement of Qualifications (SOQ) clearly identified with the Respondent’s name and marked “Confidential – Financial Documentation”. Each page of the financial documents provided shall be marked “Confidential”. Financial records will not be considered in the page limit.

10.0 SELECTION PROCESS

After receipt of the RFQ submittals, the CPRA will evaluate and score the submittals and may short-list the top Respondents. Shortlisted Respondents may be requested by CPRA, at its sole discretion, to provide an Oral Presentation of capabilities, resources and approach. If Oral Presentations are requested by CPRA, detailed information and requirements for presentations will be provided to the contact person for each of the shortlisted Respondents. Upon conclusion of Oral Presentations and deliberations by the CPRA, a selection will be made.

11.0 PRE-SUBMITTAL MEETING

A non-mandatory informational pre-submittal meeting will be held at the CPRA office, 150 Terrace Avenue, Baton Rouge, LA 70802. The purpose of the meeting is to present and clarify information about the Project and the procurement process. Although impromptu questions will be permitted, and spontaneous answers will be provided during the meeting, the only official answer or position of the CPRA will be stated in writing in response to written questions. Due to limitations in space, CPRA requests that the Respondents limit their attendance to no more than five (5) individuals per Respondent. The meeting will be held on January 8, 2020 at 2:00 pm (Local Time).

OFFICIAL QUESTIONS REGARDING THIS RFQ MUST BE SUBMITTED IN WRITING TO CPRA AS SPECIFIED IN SECTION 12.0.

12.0 INSTRUCTIONS AND MISCELLANEOUS PROVISIONS

Respondents should submit all questions in writing even if an answer has already been given to an oral question at the Pre-Submittal Meeting described in Section 11.0. After the Pre-Submittal Meeting, a response to all written questions submitted to CPRA will be distributed in writing to all Respondents. Respondents who wish to submit questions on the RFQ must submit their questions in writing by January 17, 2020 at 3:00 pm to Allison Richard, RFQ Coordinator CPRAcontracts@la.gov. Official responses to all questions submitted by Respondents will be posted on the CPRA website <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/> on January 30, 2020.

One original and six (6) paper copies of the SOQ shall be delivered to Allison Richard at 150 Terrace Avenue, Baton Rouge, LA 70802. SOQ’s will be accepted until **3:00 pm (Local Time), on February 12, 2020**. Submittals can also be mailed to CPRA, Attn: Allison Richard, 150 Terrace Avenue, Baton Rouge, LA 70802; however, they must be **received** by CPRA prior to the above stated deadline. Proposals not received by **3:00 pm (Local Time), on February 12, 2020** will not be reviewed.

CPRA reserves the right to change the Schedule of Events or revise any part of the RFQ and/or Enclosures by issuing an addendum to the RFQ at any time. Addenda, if any, will be posted at <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>. It shall be the responsibility of the Respondent to check the website for amendments or addenda, if any.

13.0 SCHEDULE OF EVENTS

The current schedule for the selection process activities is provided in the table below:

Advertisement Period	December 4, 2019 – February 12, 2020
Pre-Submittal Meeting	January 8, 2020 at 2:00 pm
Deadline for Questions	January 17, 2020 at 3:00 pm
CPRA Response to Questions	January 30, 2020
SOQ Responses Due	February 12, 2020 @ 3:00 pm
Selection Committee Review	February 12, 2020 – April 8, 2020
Announcement of Selected SAR Contractor	April 8, 2020
Contracting/Negotiation/Award Period	April 9, 2020 – June 1, 2020
Target Notice to Proceed	June 1, 2020

Enclosure 1: SAR Scope of Services

Enclosure 2: Draft Contract

Enclosure 3: Background Information and Confidential Conflict of Interest Disclosure (COI) Form

Enclosure 4: Submittal Requirements Checklist

Enclosure 5: Experience and Qualifications Form 1A

Enclosure 1: SAR Scope of Services

Scope of Services

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Acronyms and Abbreviations

AASHTO	American Association of State Highway and Transportation Officials
AHP	Above Head of Passes
ASTM	American Society for Testing and Materials
ATR	Agency Technical Review
BOD	Basis of Design
C&D	Construction and Demolition
CADD	Computer-Aided Design and Drafting
CM	Construction Management
CMAR	Construction Management at Risk, or CMAR Contractor
COI	Conflict of Interest
CP	Construction Plan
CPM	Critical Path Method
CPRA	Coastal Protection and Restoration Authority
D-B	Design-Build
D-B-B	Design-Bid-Build
DBE	Disadvantaged Business Enterprise
DDR	Design Documentation Report
DEQ	Louisiana Department of Environmental Quality
DOTD	Department of Transportation and Development
EC	Engineering Circular
E&D	Engineering & Design
EIS	Environmental Impact Statement
EQF-1A	Experience and Qualifications Form 1A
ER	Engineering Regulation
GC	General Conditions
GEBF	Gulf Environmental Benefit Fund
HIP	Hudson Initiative Program
HSSE	Health, Safety, Security, and Environment
HVAC	Heating, Ventilation, and Air Conditioning
H&H	Hydraulics and Hydrology
ICE	Independent Cost Estimator
IEPR	Independent External Peer Review
ITR	Independent Technical Review
JV	Joint Venture
LCA	Louisiana Coastal Area
LEED	Leadership in Environmental and Energy Design
LLC	Limited Liability Corporation
LOE	Level of Effort
L.R.S.	Louisiana Revised Statute
MBrSD	Mid-Breton Sediment Diversion
MBSD	Mid-Barataria Sediment Diversion
MRL	Mississippi River Levee

MRSC	Mississippi River Ship Channel
MUTCD	Manual of Uniform Traffic Control Devices
NAS	National Academy of Science
N/A	Not Applicable
NEPA	National Environmental Policy Act
NFWF	National Fish and Wildlife Foundation
NOGC	New Orleans Gulf Coast Railroad
NOI	Notice of Intent
NOV	New Orleans to Venice
NTP	Notice to Proceed
O&M	Operations and Maintenance
OMRR&R	Operations, Maintenance, Repairs, Replacement, and Rehabilitation
OPCC	Opinion of Probable Cost
ORT	Owner's Review Team
OSHA	Occupational Safety and Health Administration, United States Department of Labor
OTS	Over the Shoulder
PET	Program Executive Team
PgM	Program Management
PIMS	Project Information Management System
PM	Project Manager
PMP	Project Management Plan
PMT	Program Management Team
PPE	Personal Protective Equipment
PPG	Plaquemines Parish Government
Q&A	Question and Answer
QA	Quality Assurance
QAR	Quality Assurance Report
QC	Quality Control
QCR	Quality Control Report
QMP	Quality Management Plan
QRF	Quality Review Form
RCRA	Resource Conservation and Recovery Act
RFI	Request For Information
RFP	Request for Proposal
RFQ	Request for Qualifications
RM	River Mile
ROW	Right-of-Way
RSIQ	Request for Statement of Interest and Qualifications
SAR	Safety Assurance Review
SCADA	Supervisory Control and Data Acquisition
SME	Subject Matter Expert
SOQ	Statement of Qualifications
SUE	Subsurface Utility Engineering
SWPPP	Storm Water Pollution Prevention Plan
TBD	To Be Determined

TPC	Third Party Contractor
UFC	Unified Facilities Criteria
USACE	U.S. Army Corps of Engineers
USC	United States Code
USCG	U.S. Coast Guard
VE	Value Engineering
WBS	Work Breakdown Structure
WRDA	Water Resources Development Act

1.0 Intent

The Coastal Protection and Restoration Authority of Louisiana (CPRA) is seeking to select a firm to provide Safety Assurance Review (SAR) services as directed by CPRA, for Projects delivered as part of the Mid-Basin Sediment Diversion Program and other Projects designated by CPRA requiring a SAR. A SAR is a Type II Independent External Peer Review (IEPR) of the design and construction phase work of a Project completed in accordance with the Water Resources Development Act (WRDA) 2007 (Public Law 110-114) Section 2035, and the procedures described in U.S. Army Corps of Engineers (USACE), Civil Works Review Policy (Engineer Circular (EC) 1165-2-214, dated 10 September 2018). A SAR is required to be completed for a project when the project involves making alterations to any US Army Corps of Engineers (USACE) federally authorized Civil Works project under 33 United States Code Section 408 (33 USC 408) where potential hazards pose a significant threat to human life (public safety). The purpose of the SAR is to provide an impartial and independent review on the **aspects of the work that pose a life safety threat**. Safety assurance reviews shall be conducted by a Panel (SAR Panel) of technical experts as part of the overall Section 408 review and permitting process for each designated Project.

2.0 Coastal Master Plan Overview

In 2005, following Hurricanes Katrina and Rita, the Louisiana Legislature established CPRA and set in motion the creation of a comprehensive master plan for the coast that is updated every six years with the best available information, and a fiscal annual plan that details the funding and implementation schedules for projects. The Louisiana Comprehensive Master Plan for a Sustainable Coast (Coastal Master Plan) is focused on a long-term view and is a vehicle for coordinating Louisiana's local, state, and federal level responses to land loss and potential threats from hurricanes and storm surge events. The Coastal Master Plan provides a list of projects that build/maintain land and reduce risk to our communities. The Coastal Master Plan's overarching objectives are:

- Flood Protection: Reduce economic losses from storm surge-based flooding to residential, public, industrial, and commercial infrastructure.
- Natural Processes: Promote a sustainable coastal ecosystem by harnessing the natural processes of the system.
- Coastal Habitats: Provide habitats suitable to support an array of commercial and recreational activities coast wide.
- Cultural Heritage: Sustain the unique cultural heritage of coastal Louisiana by protecting historic properties and traditional living cultures and their ties and relationships to the natural environment.
- Working Coast: Promote a viable working coast to support regionally and nationally important businesses and industries.

A copy of the most current Coastal Master Plan can be found at <http://coastal.la.gov/our-plan/>.

3.0 Mid-Basin Sediment Diversion Program Background

In 2000, USACE and State of Louisiana initiated the Louisiana Coastal Area (LCA) Ecosystem Restoration Study to address Louisiana's severe coastal land loss problem. Culminating in 2004 with a programmatic-level main report and environmental impact statement, the LCA Study recommended the 'White Ditch' and Medium Diversion at Myrtle Grove Projects for authorization as 'near-term critical restoration' Civil Works projects. Ultimately, both of the LCA projects were

de-authorized as federal Civil Works projects due to a lack of USACE funds but were carried forward by the State of Louisiana through CPRA. These critical near-term restoration features were recommended for implementation in Louisiana's Coastal Master Plan that was approved by the Louisiana State Legislature in May 2017. CPRA has established the Mid-Basin Sediment Diversion Program (Program) which is comprised of the Mid-Breton Sediment Diversion Project and the Mid-Barataria Sediment Diversion Project.

CPRA identified sediment diversions as one of the types of projects critical to the restoration of Louisiana's coastal ecosystem. By reconnecting wetlands to the river, these types of projects will reestablish the natural deltaic processes to build, sustain and maintain wetlands in accordance with the Coastal Master Plan.

In November 2015, upon the conclusion of several in-depth studies and modeling efforts, CPRA decided to initiate the Mid-Barataria (formerly referred to as the Medium Diversion at Myrtle Grove LCA Project) and Mid-Breton (formerly referred to as the 'White Ditch' LCA Project) Projects. To assist with timely efforts for procurement and management of design, environmental requirements and construction of these Projects, CPRA created the Mississippi River Mid-Basin Sediment Diversion Program (Program).

Funding or potential funding has been identified for the planning, permitting, engineering and design, as well as construction for the Program primarily from the National Fish and Wildlife Foundation (NFWF), Gulf Environmental Benefit Fund (GEBF) and the Natural Resource Damage Assessment (NRDA) process. The GEBF resulted from plea agreements on the Deepwater Horizon Oil Spill to fund projects benefiting the natural resources of the Gulf Coast that were impacted by the spill. Some elements of the Program may be funded from other settlement agreements from the Deepwater Horizon Oil Spill and other funding sources.

The Program is currently comprised of two Projects, as shown in Figure 1. The Mid-Breton Project located on the east bank of the Mississippi River at RM 68 AHP, is planned to divert sediment, nutrients, and freshwater from the Mississippi River to the Breton Sound Basin. The Mid-Barataria Project, located on the west bank of the Mississippi River at RM 60.7 AHP, is planned to divert sediment, nutrients, and freshwater from the Mississippi River to the Barataria Basin. Both diversions are to be designed to target and capture high concentrations of sediment and freshwater carried downstream by the river during high river events and deliver them into wetlands and open water areas on the far side of hurricane levees on the east and west banks of the river. The sediment deposited as a result of these projects is intended to build new land and to nourish existing wetlands in both areas.

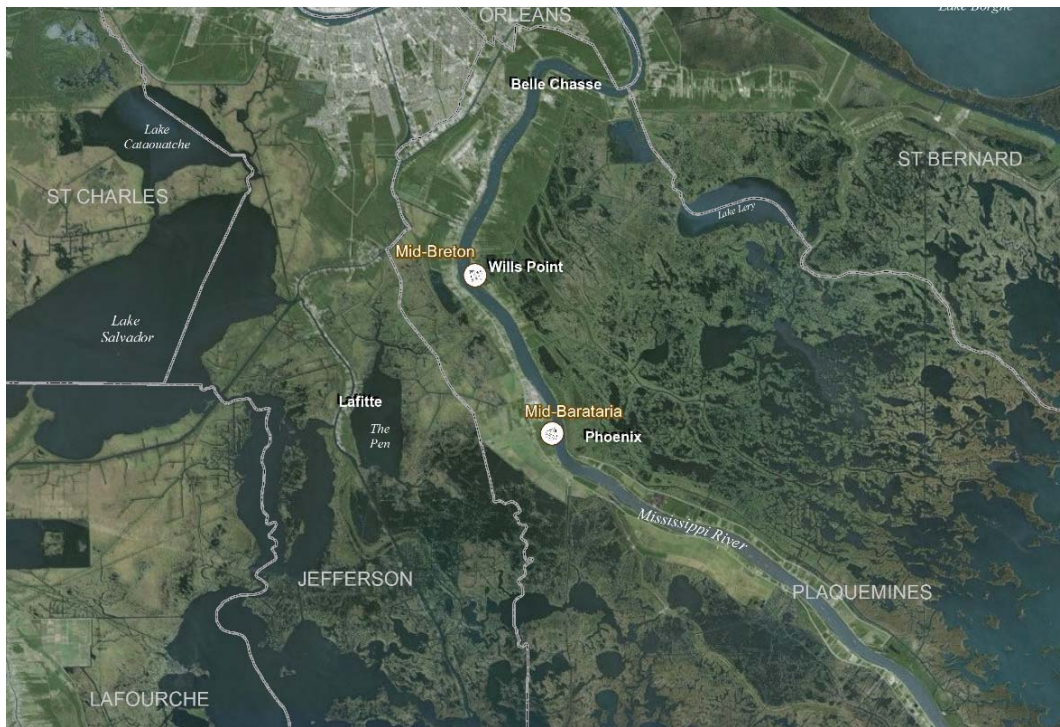


Figure 1: Mid-Basin Sediment Diversion Program Location

4.0 Mid-Barataria Sediment Diversion Project Background

The Mid-Barataria Project is a riverine sediment diversion being designed to strategically reintroduce sediment and freshwater inputs into the Barataria Basin. The proposed Project location is on the west bank of the Mississippi River just north of Myrtle Grove, at river mile 60.7 AHP (See Figure 1).

This Project was originally selected for implementation in the 2012 Coastal Master Plan (CPRA 2012). In 2013, CPRA contracted with a Design Consultant who completed a Basis of Design (herein referred to as 2014 Base Design), which included reports and preliminary drawings. However, the 2014 Base Design was not progressed further into detailed design at the time. In 2018, CPRA selected AECOM as the Project Design Team to review the documents and confirm concepts shown in the 2014 Base Design and/or develop their own recommended concepts during the Basis of Design (BOD) (15%) phase and once approved, complete the Project Design. AECOM has completed the BOD phase and is currently working toward the 30% design milestone.

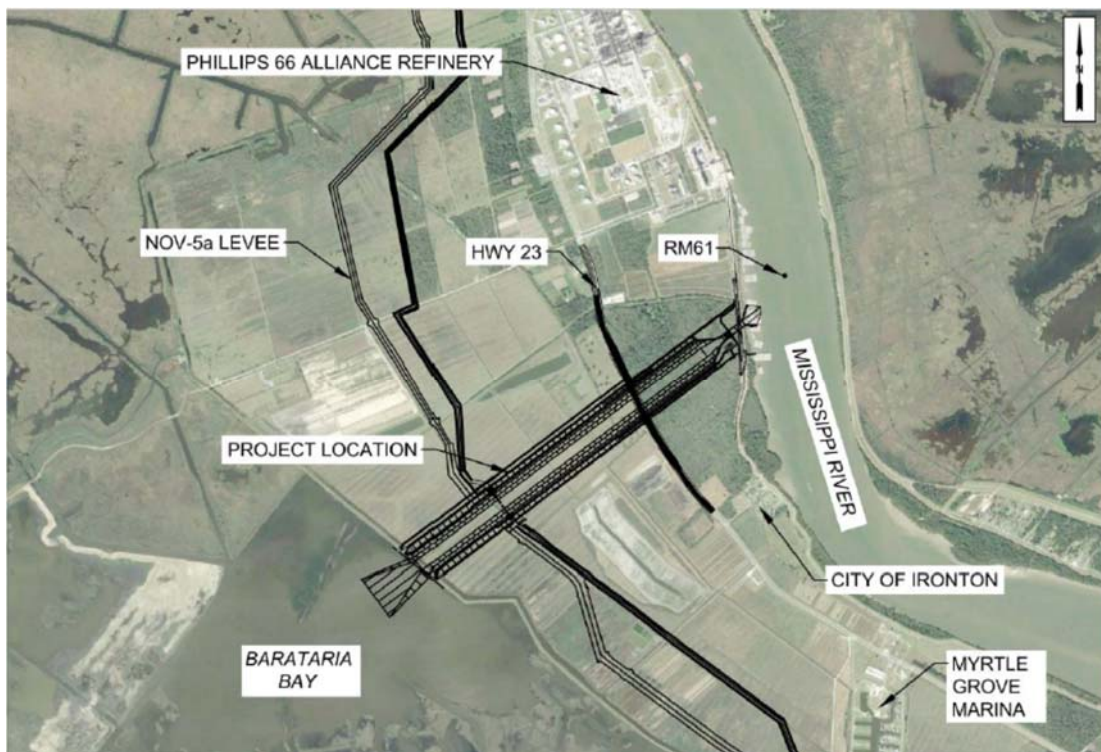


Figure 2: Mid-Barataria Sediment Diversion Project

4.1 Mid-Barataria Project Features of Work

Based on the Basis of Design Report produced by AECOM, this Project will include the following major features of work:

Headworks

The diversion's Headworks is expected to consist of the following features: An open channel inlet structure consisting of a set of flared training walls and a reinforced concrete U-frame extending from the gated intake control structure approximately 500 feet into the Mississippi River, a gated inlet control structure consisting of four tainter gates which will allow sediment, nutrients, and freshwater to pass through the Mississippi River Levee (MRL) into the Conveyance Channel, truss-type maintenance bulkheads for maintenance and emergency conditions, MRL tie-ins, and a transition structure that extends from the gated inlet control structure to the Conveyance Channel.

Conveyance Channel

The Conveyance Channel is being designed based on hydraulic and geotechnical considerations to convey the sediment-laden river water from the Headworks to the Basin without overtopping the guide levees, with enough velocity to prevent buildup of siltation in the channel and with protection against scour. The Conveyance Channel is expected to consist of guide levees designed to provide hurricane coastal protection against storm surges, constructed with an overbuild of earthen materials, armored and topped with a gravel access road, and extending along the length of the Conveyance Channel and a trapezoidal shaped channel armored with rip rap with a 300-ft bottom width at Elevation -25 and side slopes at 4:1 (horizontal:vertical) that runs approximately 10,000 feet from the Headworks to the Outfall Transition at the NOV Levee.

Outfall Transition

The Outfall Transition is the area on the basin side of the existing NOV Levee that transitions the Conveyance Channel to the natural ground within the Barataria Basin. The Outfall Transition is expected to consist of a sloped transition channel between the Conveyance Channel and the natural ground within the basin that is armored and flares out and scour protection near the NOV Levee and transition channel.

Siphon

The new Conveyance Channel will divide the current drainage area. A Siphon is being designed to convey storm water runoff from the northern drainage area underneath the new Conveyance Channel to the southern part of the existing drainage area where the Wilkinson Pump Station is located so that the area can be drained. The Siphon is expected to consist of an intake structure, inverted siphon piping, and an outlet structure. The Siphon intake and outlet structures are expected to include a 20-foot wide access deck across the width of the structure, a steel bar screen, wing walls, and sluice gates for each inverted siphon pipe. The siphon piping is expected to consist of a combination of 48-inch and 60-inch diameter reinforced concrete pipes.

Highway 23 Roadway and Bridge

Louisiana Highway LA-23 is a north–south state highway that serves both Jefferson and Plaquemines Parishes. The new Conveyance Channel will require relocations or modifications to the existing highway roadway and the construction of a new bridge to allow traffic to travel over the Conveyance Channel. All associated roadway and bridge work is being designed and will be constructed in accordance with Louisiana Department of Transportation and Development (DOTD) design standards and construction specifications and in coordination with DOTD.

New Orleans Gulf Coast (NOGC) Rail Road

The New Orleans Gulf Coast Railroad (NOGC) is a 32-mile-long railroad that currently serves more than 20 switching and industrial customers in Jefferson and Plaquemines Parishes and terminates approximately 1,500 feet south of the centerline of the new Conveyance Channel. The headworks will require relocation or modifications to the NOGC rail road consisting of a new elevated railroad bridge along the current track alignment to maintain current rail service south of this Project. All associated railway and bridge work is being designed and will be constructed in accordance with NOGC design standards and construction specifications and in coordination with NOGC.

Relocation of Utilities

The Design Team is in the process of identifying all utilities in the Project area and coordinating with and accommodating all utilities that will be impacted by the diversion. These utilities will be required to be relocated prior to the start of construction of the Project. Utility relocations identified to date include Entergy-owned power overhead transmission and distribution lines, Plaquemines Parish-owned water lines, natural gas lines, and a 20-inch Shell-owned pipe line (Nairn to Narco Pipeline – Crude).

Secondary Site Features

The Diversion Structure will require support personnel and physical plant facilities to operate and maintain the structure and gates. Operation and Maintenance (O&M) of the Project throughout its useful life will require necessary buildings such as an administration office, operation shops, safe

house and control house with all necessary mechanical/electrical apparatus, standby emergency power equipment, access roadways, levee access (roadways) and a boat launch etc. This will be accommodated in a separate security contained area within the Project footprint and it is expected to be constructed on the south side of the Project.

4.2 Mid-Barataria Project Team

The Project Team for the Mid-Barataria Project is composed of the Project Owner (CPRA), Project Management Team, Design Team, CMAR Contractor, EIS TPC, ICE Contractor and other consultants as determined by CPRA, as shown in Figure 3.

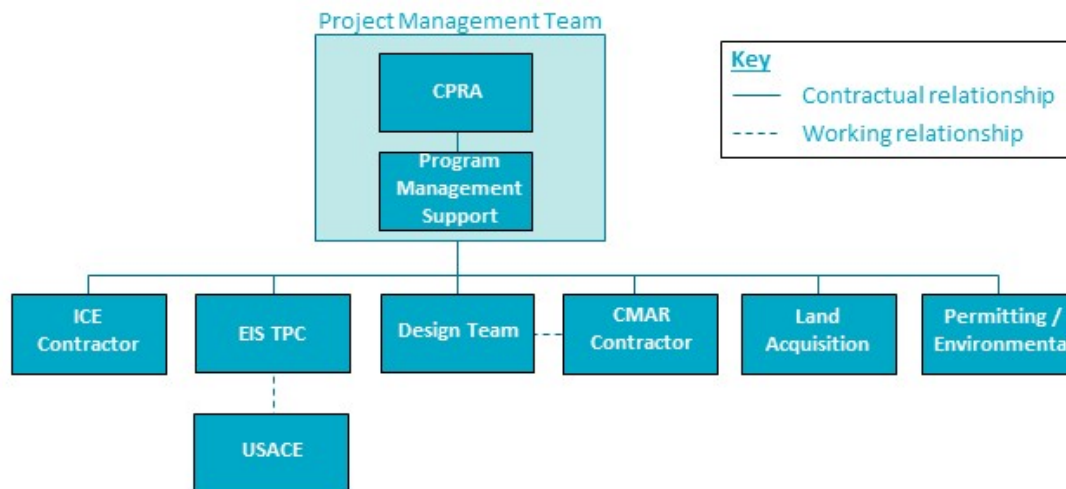


Figure 3: Mid-Barataria Sediment Diversion Project Team

- **MBSD Management Team.** This team is comprised of CPRA and CPRA support staff.
- **Design Team.** CPRA selected AECOM as the Designer for this Project.
- **CMAR Contractor.** CPRA selected Archer Western Alberici JV as the CMAR Contractor for this Project.
- **EIS TPC.** CPRA selected GEC as the EIS TPC for this Project.
- **ICE Contractor.** CPRA selected Stanton Constructability Services, LLC as the ICE Contractor for this Project.

CPRA reserves the right to replace and/or retain other professionals and consultants to assist with delivering this Project.

4.3 Mid-Barataria Project Milestones

Milestones for this Project, as of October 2019 are provided in Table 1. These milestones are subject to possible modification due to permitting, EIS, or Section 408 process schedules uncertainty.

Table 1: Mid-Barataria Project Milestones as of October 2019

Milestone	Month/Year
Design Team NTP	February 2018 (Actual)
CMAR NTP	August 2018 (Actual)
ICE NTP	September 2018 (Actual)
15% (BOD) Design	October 2018 (Actual)
30% Design	November 2019
60% Design	September 2020
90% Design	April 2021
100% Design	August 2021
Construction Start	December 2021
Construction Anticipated to be 50% Complete	July 2024
Construction End	July 2026

5.0 Mid-Breton Sediment Diversion Project Background

The Mid-Breton Project is a riverine sediment diversion being designed to strategically reintroduce sediment and freshwater inputs into the Breton Sound Basin. The proposed Project location is on the east bank of the Mississippi River near Wills Point, near river mile 68 AHP (Figure 1).

The Mid-Breton Sediment Diversion Project (BS-0030), previously referred to as the ‘Medium Diversion at White Ditch (MDWD) Project, originated with the LCA Ecosystem Restoration Study and was later authorized as a Water Resources and Development Act (WRDA) 2007 project. The State of Louisiana, acting through the CPRA, was the non-Federal sponsor for the LCA project, and USACE was the federal sponsor that acted as the technical planning lead. The feasibility study resulted in a USACE Chief’s Report (signed December 31, 2010) containing a Recommended Plan to construct a Mississippi River diversion in the vicinity of White Ditch. It was subsequently deauthorized as a WRDA 2007 project but was carried forward for implementation by the State of Louisiana.

Ultimately, the Project was recommended by the CPRA in fall 2015 to move forward in another location to the preliminary engineering and design phase and was included in the 2017 Coastal Master Plan. CPRA performed limited studies and modeling to determine a recommended location for the diversion prior to the selection of Stantec in 2018 as the Project Design Team. Stantec has begun the collection and analysis of field data and preliminary modeling and is currently working toward the completion of a Basis of Design (15%) Report.

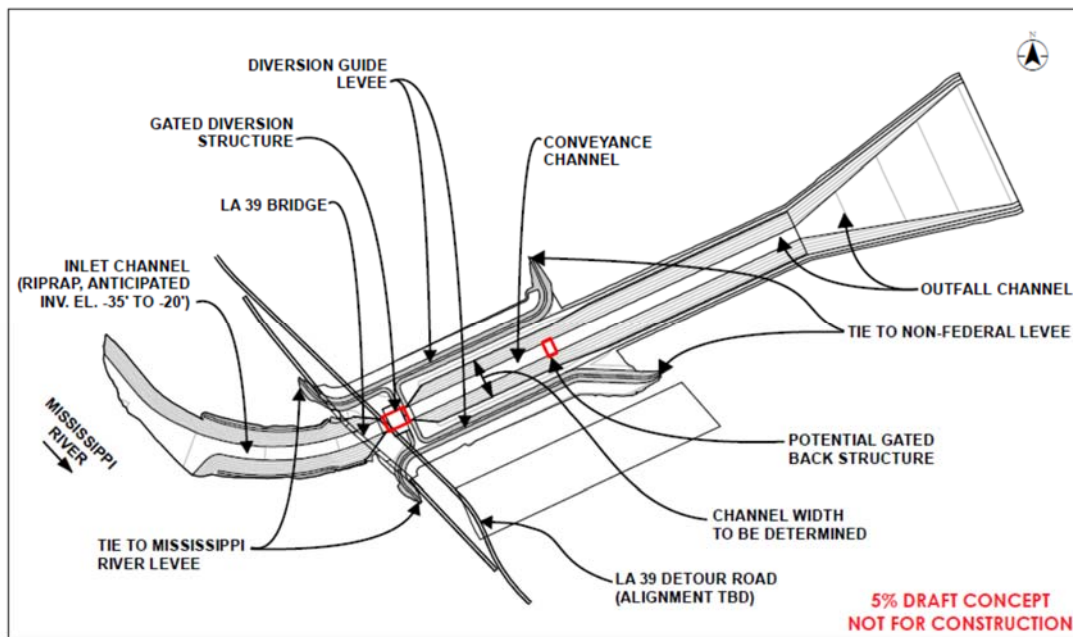


Figure 4: Mid-Breton Sediment Diversion Project

5.1 Mid-Breton Project Features of Work

Based on the preliminary design concepts produced by Stantec, this Project will include the following features of work:

River Inlet and Diversion Structure

The River Inlet and Diversion Structure is expected to consist of the following features: Inlet Channel, Approach Channel, Control Structure, Outlet Channel, Transition Structure, and Transition Walls. The Control Structure may consist of the following: gate channels with foundation pilings, gates with mechanical operators, stop logs (one each side of the gates to allow for dewatering of gate as may so be required for maintenance).

Conveyance Channel

The Conveyance Channel will be designed based on hydraulic and geotechnical considerations to convey the sediment-laden river water from the Control Structure to the Basin without overtopping the guide levees and with enough velocity to prevent buildup of siltation in the channel and with protection against scour.

Connection to non-federal Back Levee

The Conveyance Channel will connect to the non-federal back levee. Current plans do not propose for a gated back structure; a gated back structure may or may not be required through the non-federal levee, on the downstream end of the conveyance channel. The design may consist of a transition, back structure with gated channels and a dredged transition into the basin.

Outfall Channel

The design is expected to have an Outfall Channel that will disperse the channel flow into the basin. The Outfall Channel will be a dredged channel extending into the basin beyond the non-federal levee.

Site Drainage

The new Conveyance Channel will divide the current drainage area. Many options exist for handling the storm water from the north of the Conveyance Channel. The need for a new pump station, a drop structure, improvements to existing pump stations, or a siphon structure/pipe(s) is being evaluated during the Design Phase.

LA-39 Highway Crossing

Louisiana Highway LA-39 is a north–south state highway that serves Plaquemines Parish. The new Conveyance Channel will require modifications to the existing highway. All associated roadway and bridge work will be designed and constructed in accordance with Louisiana Department of Transportation and Development (DOTD) design standards and construction specifications and DOTD Bridge Load Rating requirements and in coordination with DOTD.

Relocation of Utilities

The Design Team is responsible for identifying all utilities in the project area and for coordinating with and accommodating all utilities that will be impacted by the diversion. These utilities are expected to be relocated prior to the start of construction of the diversion complex. Details of these potential relocations will be coordinated by the Design Team with the utility companies and CMAR planned construction activities.

Dredge Material Placement Area

This element is for the placement of materials hydraulically and mechanically dredged for the construction of the Diversion Complex or other areas where large scale excavation may occur. The amount of available material to be placed in the Dredge Fill Area will depend on the cut and fill balance of the Conveyance Channel as designed.

5.2 Mid-Breton Project Team

The Project Team for the Mid-Breton Project is composed of the Project Owner (CPRA), Project Management Team, Design Team, CMAR Contractor, EIS TPC, ICE Contractor and other consultants as determined by CPRA, as shown in Figure 5.

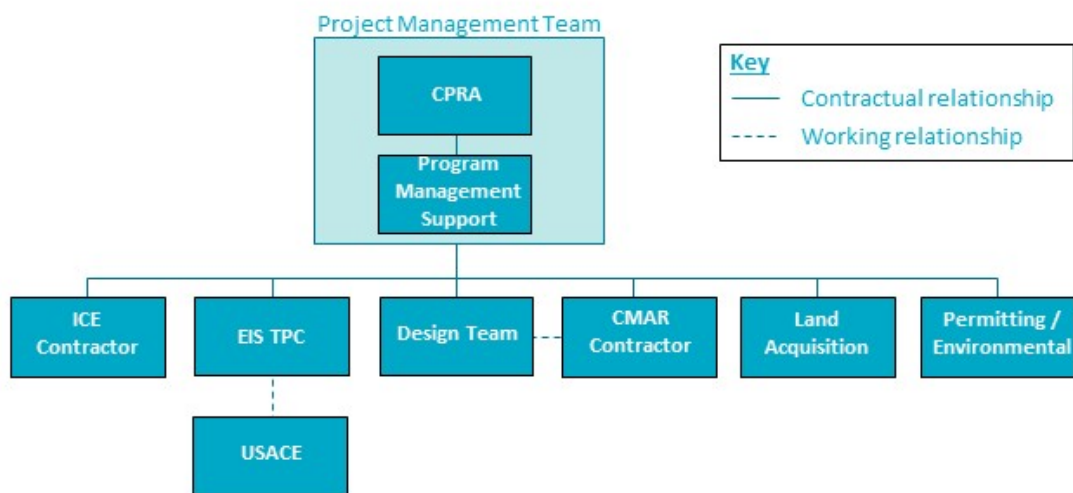


Figure 5: Mid-Breton Sediment Diversion Project Team

- **MBSD Management Team.** This team is comprised of CPRA employees and CPRA support staff.
- **Design Team.** CPRA selected Stantec as the Designer for this Project.
- **CMAR Contractor.** CPRA selected the Louisiana Diversion Company as the CMAR Contractor for this Project.
- **EIS TPC.** CPRA selected GHD as the EIS TPC for this Project.
- **ICE Contractor.** CPRA selected Native-Stanton Constructability as the ICE Contractor for this Project.

CPRA reserves the right to replace and/or retain other professionals and consultants to assist with delivering this Project.

5.3 Mid-Breton Project Milestones

Milestones for this Project, as of October 2019 are provided in Table 2. These milestones are subject to possible modification due to permitting, EIS, or Section 408 process schedules uncertainty.

Table 2: Mid-Breton Project Milestones as of October 2019

Milestone	Month/Year
Design Team NTP	May 2018 (Actual)
CMAR NTP	November 2019
ICE NTP	November 2019
15% (BOD) Design	February 2020
30% Design	June 2021
60% Design	July 2022
90% Design	December 2022
100% Design	June 2023
Construction Start	November 2023
Construction Anticipated to be 50% Complete	February 2026
Construction End	July 2028

6.0 Scope of Services Introduction

Work will be assigned on a Task Order basis. The SAR Contractor will not perform any phase of services until the CPRA provides written notice to proceed for that phase. CPRA may determine not to proceed with any and/or a portion of a safety assurance review, at the CPRA's sole discretion.

7.0 General Administration and Coordination

A Safety Assurance Review (SAR) which is a Type II Independent External Peer Review (IEPR) of the design and construction phase work of one or more Projects as designated by CPRA. The SAR is conducted by a panel of independent technical subject matter experts (referred to as the

SAR Panel) from outside of the CPRA and USACE and in the appropriate disciplines detailed in Table 3. The purpose of the SAR is to provide an impartial and independent review on the **aspects of the work that pose a life safety threat**. Specifically, the stability of the levee (structure, floodwall, or levee). The SAR shall consider all project-specific areas where the levees are modified or connected with each proposed structure, with a detailed review of the construction and operations sequences: (1) flood event during construction, (2) flood event during critical operation sequences, and (3) storm surge, or as required by CPRA for each specific project.

The SAR shall include a review of the design and construction activities at the 60% Design milestone and two reviews, at the start and at 50% construction completion, sufficient to inform the CPRA on the adequacy, appropriateness, and acceptability of the design/engineering criteria and construction methods, and assumptions and construction criteria, methods, and processes for the purpose of assuring public health, safety and welfare.

Key Project features to be reviewed during design and construction include any MRSC alteration/impacts, MRL levee alterations, and alterations to any other federally authorized projects, as well as any related design/construction factors pertaining to its intended performance. Appendix A provides an example USACE 408 review plan, which includes the SAR Review Plan, and additional project information.

The SAR Panel members shall be expert reviewers and industry leaders in their required field of review and have experience in design and construction of projects similar in scope to earthen levee projects. They shall not have any financial or litigation association with any aspect of the Mid-Basin Sediment Diversion Program or any other CPRA Project designated for a SAR. SAR Panel members shall fully disclose any known or potential conflict of interest that may arise from the performance of the work. Areas of conflict may include current employment by the Federal or State governments, participation in developing the subject Projects, a publicly documented statement advocating for or against the subject Projects, current or future interests in subject Projects or future benefits from the Projects and paid or unpaid participation in litigation related to the Projects. Prior to the start of any project review, a Background Information and Confidential Conflict of Interest Disclosure (COI) Form shall be submitted to CPRA for each SAR Panel and team member assigned to the project review for the sole purpose of validating that there is no conflict of interest. Separate COI Forms are required for each designated Project.

General Charge Guidance, provided in Appendix B, outlines charge questions to be answered considering the purpose of the review and the information and documents which would be available to the SAR panel to perform their review. SAR Panel responsibilities shall include, but not limited to, the following:

- a. Conduct the review for the subject projects in a timely manner in accordance with the review plan and review plan schedule;
- b. Follow the “Charge”, but when deemed appropriate by the Panel Lead or Project Manager, request other products relevant to the Projects and the purpose of the review;
- c. Receive from CPRA/USACE any public written and oral comments provided on each Project;

- d. Provide timely written and oral comments on a Quality Review Form (QRF) (See Appendix D) throughout the development of each Project, as requested;
- e. **Assure the review avoids replicating an ATR and focuses on the questions in the “Charge”**, but the SAR Panel can recommend additional questions for consideration. The SAR Panel may recommend to CPRA additional or alternate questions;
- f. Offer any lessons learned to improve the review process;
- g. Submit reports in accordance with the review plan milestones;

The SAR Panel should focus their review on the “Charge” questions listed in Appendix B for each phase of the review but may include observations beyond the scope of the “Charge” to bring important issues to the attention of decision makers, as well as any lessons learned in both the process and/or design and construction. The SAR Panel shall not make a recommendation on whether a particular alternative, feature, or component should be implemented, as ultimately the final decision resides with CPRA.

The outcome of each Project SAR including recommendations made and issues identified will be considered and incorporated (as necessary) into each Project.

8.0 Composition of the SAR Panel

The SAR Panel shall consist of a five (5) member panel meeting the requirements as outlined in Table 3 below.

Table 3. Listing of disciplines and qualifications for the SAR Panel.

Discipline	Expertise and Requirements
Project Manager (SAR Panel Lead)	The Project Manager, as known as the SAR Panel Lead, shall be a registered professional engineer with a minimum of 5 years of project management experience related to the discipline descriptions below. The Project Manager will be the liaison/point of contact for the SAR Panel. The Project Manager shall have extensive knowledge of risk-based levee safety analysis, levee safety procedures and remedial construction (including risk reduction measures) for project similar in size and geologic setting to the Mid-Barataria and Mid-Breton Projects. The Project Manager may also serve in one of the five designated SAR Panel positions provided that they meet the desired qualifications for that position.
Geotechnical Engineer:	The Geotechnical Engineer panel member shall be a registered professional engineer from an Architect-Engineer or consulting firm, a public agency, or academia with a minimum of 15 years of demonstrated experience in the specific field of levee engineering in evaluating, designing, and constructing large levees embankments and a minimum B.S. degree in Civil Engineering or Geotechnical Engineering; a Master of Science (MS) degree or higher in

	<p>engineering is preferred. Geotechnical Engineer panel member experience shall be in soil compaction and earthwork construction; pile founded floodwall design and construction; soil mechanics; seepage and piping; landslide and slope stability evaluations; bearing capacity and settlement; and foundation inspection and assessment. The Geotechnical Engineer panel member shall have knowledge and experience in the forensic investigation of seepage, settlement, stability, and deformation problems associated with embankments constructed on foundations with soft soils. The Geotechnical Engineer panel member shall have familiarity with preparing plans and specifications for levee embankment, levee rehabilitation projects, and floodwall projects. The Geotechnical Engineer panel member shall also have knowledge of best practices regarding levee and floodwall design and construction procedures and policies.</p> <p>The Geotechnical Engineer panel member shall have recent and relevant experience on multimillion-dollar projects verifying the constructability of the proposed designs and then verifying that these projects were being constructed per the plans and specifications.</p>
Hydraulics and Hydrology (H&H) Engineer:	<p>The H&H Engineer panel member shall be registered professional engineer from an Architectural-Engineering or consulting firm, a public agency, or academia with a minimum of 15 years of demonstrated experience in conducting and evaluating hydrologic and hydraulic analysis for flood risk management and levee safety projects and a minimum B.S. degree in Civil Engineering, or Water Resources Engineering; a Master of Science (MS) degree or higher in engineering is preferred. The H&H Engineer panel member should be experienced in analyzing levee hydraulics along with inclusive of analysis and design using hydrology and hydraulic models.</p>
Structural Engineer:	<p>The Structural Engineer panel member shall be registered professional engineer from an Architectural-Engineering or consulting firm, a public agency, or academia with a minimum of 15 years of demonstrated experience in structural engineering and a minimum B.S. degree in Structural Engineering or Civil Engineering with an emphasis in structural engineering; a Master of Science (MS) degree or higher in engineering is preferred. The Structural Engineer panel member should also have experience with gated structures and energy dissipation structures.</p>
Civil Engineer:	<p>The Civil Engineer panel member shall be registered professional engineer from an Architectural-Engineering or consulting firm, a public agency, or academia with a minimum of 15 years of</p>

	demonstrated experience in design and construction of embankment levees with engineering analysis related to flood risk management and levee safety projects and a minimum B.S. degree in Civil Engineering; a Master of Science (MS) degree or higher in engineering is preferred. The Civil Engineer panel member should have experience in the preparation of plans and specifications for the construction of earthen embankment levees.
Construction Engineer:	The Construction Engineer panel member shall be registered professional engineer from an Architectural-Engineering or consulting firm, a public agency, or academia with a minimum of 15 years of demonstrated experience in the engineering construction field with particular emphasis on levee safety projects and a minimum B.S. degree in Civil Engineering or Construction Management; a Master of Science (MS) degree or higher in engineering is preferred. The Construction Engineer panel member should have experience in reviewing the constructability of projects and methods of construction for schedule creation, phasing, sequencing of activities. The Construction Engineer panel member should also have experience in identifying construction-related safety issues and in the design and construction of temporary roads or other temporary works measures that may be required or should be incorporated in the design documents.

9.0 Safety Assurance Review (SAR) Overview

The objective of this work is to assess, analyze, interpret, and evaluate design/engineering and construction criteria through a process known as Type II Independent External Peer Review (IEPR) Safety Assurance Review (SAR) during design and construction phases of a designated Project in accordance with the Water Resources Development Act (WRDA) 2007 (Public Law 110-114) Section 2035, and the procedures described in USACE, Civil Works Review Policy (Engineer Circular (EC) 1165-2-214, dated 10 September 2018). SAR is one of the important procedures used to ensure that the quality of published materials meets the standards of the scientific and technical community. This peer review typically evaluates the clarity of hypotheses, the validity of the research design, the quality of data collection procedures, the robustness of the methods employed, the appropriateness of the methods for the hypotheses being tested, the extent to which the conclusions follow from the analysis, and the strengths and limitations of the overall products.

Key features to be reviewed during design and construction include any MRSC alteration/impacts, MRL levee alterations, and alterations to any other federally authorized project, as well as any related design/construction factors pertaining to its intended performance.

10.0 Specific Tasks and Deliverables

The SAR Panel shall perform reviews in accordance with milestones identified in the designated Project's Review Plan. Milestones for each Project SAR are at the 60% completion of the plans,

specifications, and cost estimate and at the start and 50% of construction completion for each Project.

The following general tasks shall be performed independent of CPRA or the Designer of Record supervision, direction or control to fulfill independence criteria of a SAR Panel:

10.1 Task 1: Kick-Off Meeting

The SAR Panel Project Manager will schedule a Kick-Off Meeting with the CPRA. The purpose of this meeting is to discuss the review schedule for the designated Project, review the SAR process, and address any questions regarding Project details.

Deliverables:

Meeting Minutes

Baseline Review Milestone Schedule for the designated Project

10.2 Task 2: Project Orientation Briefings

The SAR Panel and the SAR Contractor's Project Manager will participate in a Project-specific orientation briefing conducted by CPRA for each Project to be reviewed. The orientation briefing will consist of a presentation of the Project by CPRA, with a question and answer session. During the briefing, the reviewers and CPRA will draft a Critical Items List (final Critical Items List will be including in the final report). The criticality of each item shall be evaluated/reviewed and discussed along with possible failure scenarios. CPRA will provide the 60% Design Phase documents to the SAR Contractor at the orientation briefing.

Deliverables:

Critical Items List

Meeting Minutes

10.3 Task 3: Review of 60% Design Phase

Review of 60% Design Phase: Processes shall be consistently utilized by the SAR Contractor to maintain independence and individuality of the expert reviewer's respective discipline, comments, assessment, and reports of design/engineering/construction components pertinent to the panel member's respective discipline to ensure the integrity of the SAR criteria. SAR Panel members shall analyze and assess various components identified, but not limited to, as critical items list and interrelated components that affect or may affect the critical items list and shall evaluate/review the Design Phase documents in accordance with the General Charge Guidance, Appendix B, and provide their comments in writing after coordination with the SAR Contractor. CPRA or the Designer of Record shall respond to the SAR Contractor's comments in writing. If needed, a conference call will be held for the purpose of clarifying comments. Timely completion of the Design Phase review and approval is critical to 408 review approval process and overall Project schedules. Any issues or concerns that may delay a Project's schedule should be communicated immediately by the SAR Contractor. The SAR Contractor shall provide a Statement of Completion for the design phase review to signify that the design phase review has been completed. The Statement of Completion shall note whether the design phase review was appropriate to the level of risk and complexity inherent in the project as well as whether written

responses to the SAR Panel review comments note concurrence and subsequent action or non-concurrence with an explanation.

Deliverables:

QRF with SAR Panel Comments

Statement of Completion

10.4 Task 4: Prepare Project Design Phase Review Report

The SAR Contractor shall prepare a Review Report for the Design Phase for each Project. The final report shall include the Review of the Design Phase (Task 3). The Project Review Reports shall focus on answering the general questions in Appendix B and the SAR Panel shall clearly address these questions in the report. A suggested report outline is

- Introduction;
- the composition of the review team;
- a summary of the review during design;
- any lessons learned in both the process and/or design;
- appendices with review comments and responses (completed QRF); and,
- appendices for supporting analyses and assessments of the adequacy and acceptability of the methods, models, and analyses used.

All comments in the report will be finalized by the SAR Panel prior to their release to CPRA or the Designer of Record. The Final Report is intended to provide final documentation of the SAR process for the design phase of the project.

Deliverable:

SAR Project Design Phase Review Report (one for each Project reviewed)

10.5 Task 5: Review of Project Construction Phase

There will be two Construction Phase reviews for each Project; one at the start and one at the 50% construction completion stage. The CPRA will submit a notification letter to the SAR Contractor at least 30 days prior to the anticipated date to start the construction phase review. The notification letter will notify the SAR Contractor of the date which the review shall begin. The SAR Contractor shall not start work on the construction phase reviews until the notification letter is received.

The SAR Panel shall perform two (2) project site visits (start and at 50%), evaluate/review the construction documents in accordance with the General Charge Guidance, Appendix B, and provide comments after coordination with the SAR Contractor. The CPRA and/or CMAR shall respond to the SAR Panel's draft and final comments in writing. If needed, a conference call will be held for the purpose of clarifying comments. The SAR Contractor shall provide a Statement of Completion for the construction phase review to signify that the construction phase review has been completed. The Statement of Completion shall note whether the construction phase review was appropriate to the level of risk and complexity inherent in the Project as well as whether written responses to the SAR Panel review comments note concurrence and subsequent action or non-concurrence with an explanation.

Deliverables:

QRF with SAR Panel Comments
Statement of Completion

10.6 Task 6: Prepare Project Construction Phase Review Report

The SAR Contractor shall prepare a Review Report for the reviews done for the Construction Phase of each Project. The reports shall include the Review of the Construction Phase, Task 5, and should make reference to the Project Design Phase Report, Task 4. The Project Construction Phase Review Reports shall focus on answering the general questions in Appendix B and the SAR Panel shall clearly address these questions in the report. The SAR Panel should provide an interim report after the comment / response closeout from the start of construction site visit. The Final Report shall address both site visits (start and 50%) and contain appendices to include documentation of the expert reviews performed under Task 5 including all comments for all reviews. All comments in the report will be finalized by the SAR Panel prior to their release to CPRA or the Designer of Record. The Final Report is intended to provide final documentation of the SAR process for the Project.

Deliverables:

SAR Interim Project Construction Phase Review Report
SAR Final Project Construction Phase Review Report

11.0 Reporting Requirements

The SAR Contractor shall provide all reproduction. The SAR Contractor shall provide four (4) hard copies and one electronic copy of the Reports, Tasks 4 and 6, to CPRA. Electronic submittals shall contain all electronic files in both Microsoft Word and Adobe PDF formats on DVD or CD. The briefings for the expert reviewers will be furnished in Microsoft PowerPoint or Adobe PDF formats. Reports generated by the SAR Contractor, expert reviewers or their subcontractors shall not be released for publication or dissemination without CPRA's written approval following coordination. CPRA shall solely own all reports and information and publish accordingly as governed by USACE criteria.

12.0 Place of Performance

Place of Performance. A majority of the work may be conducted at the SAR Panel Contractor's facilities with the exception of the following tasks:

- Task 1: Kick-Off Meeting, conducted at CPRA offices Baton Rouge, Louisiana
- Task 2: Orientation briefing, conducted at CPRA offices Baton Rouge, Louisiana
- Task 5: Site visits at the Project sites (TBD)

Appendix A: Example USACE Project 408 Review Plan

Appendix B: General Charge Guidance

For a Type II – IEPR (SAR), the design and construction phases, the Safety Assurance Review should focus on unique site features and changes from the assumptions made and conditions that formed the basis for the concept design. The expert reviewers shall address each of the following evaluation factors for each of the questions in each of the paragraphs below:

- Is the direction of the project appropriate?
- Has CPRA/USACE overlooked any critical items?
- Does the panel have any other observations to add?

A. For the Design Phase Review the following documents will be provided by the CPRA for review to aid in answering the General Charge questions, as necessary:

For Design Phase Review in support of Task 3

- 30%, 60% design documents, plans, and specifications for each Project
- Project Specific Design Criteria and Memoranda
- Comments/Responses from USACE Agency Technical Review (ATR) at 30% design

The SAR should focus on unique features and changes from the assumptions made and conditions that formed the basis for the design during the decision document phase. The SAR shall address the following questions:

1. Has the analysis and design been complete in accordance with Project Specific Design Criteria and Memoranda?
2. Are the steps (input data, assumptions, methods, analyses, etc.) for determining the stability and integrity of the proposed project (408 Alterations Only) appropriate?
3. Do the design assumptions made during the decision document phase or previous studies remain valid through the completion of design as additional knowledge is gained and the state-of-the-art evolves?
4. Are the project features and/or components effective (408 Alterations Only) in achieving intended purpose for project?

B. For the Construction Phase, the following documents will be provided by the CPRA for review to aid in answering the General Charge questions, as necessary:

For Construction Phase Review in support of Task 5

- Final design documents, plans, and specifications for each Project
- Construction documentation (i.e. quality control and quality assurance reports on current construction phase)

The SAR shall address the following questions:

1. Do the assumptions made during design remain valid through construction as additional knowledge is gained and the state-of-the-art evolves?
2. Will the project monitoring adequately reveal any deviations from assumptions made for performance?

Appendix C: General Project IEPR-SAR Schedule

Task #	Deliverable (D) or Milestone (M)	Action/Activity	Durations
	M	Type II IEPR Safety Assurance Review NTP	
1	D	Submit list of final SAR Panel	Minimum of 2 weeks for USACE Review and CPRA Approval
2	M	CPRA provides materials for Orientation Briefing	
2	M	Orientation Briefing at CPRA Baton Rouge, Project Site Visit, and Critical Items List Developed	Maximum 2 days
2	M	Final Charge to Expert Reviewer	Minimum of 1 week
3	M	Expert Reviewer reviews 60% design documents	Minimum of 2 weeks
3	D	Expert Reviewer provides SAR design comments to CPRA	
4	D	Submit Design Phase SAR Report	
5	M	Construction Site Visit – Start	Maximum 1 day
5	D	Expert Reviewer provides draft SAR construction comments to CPRA or Designer of Record	
5	M	Expert Reviewer reviews Construction Documentation	Minimum of 2 weeks
5	M	Construction Site Visit – 50 %	Maximum 1 day
5	M	Expert Reviewer provides final SAR construction comments to CPRA or Designer of Record	
6	D	Submit Construction Phase SAR Report	
	M	Project Closeout	

Appendix D: Quality Review Form (QRF)

Quality Review Form (QRF) <small>Rev. 0</small>				Category 1: Comment intended to identify significant system deficiencies for phase of review or major design flaws. Reviewers shall only use this category to include comments that truly are considered serious flaws or life safety issues. If continuous QC review is performed correctly there should be little or no need for this category.			
Project:				Category 2: Comment to identify incorrect information found in the review. Comment may also be focused on lowering risk, or improving the quality of the work product and/or the ultimate application of the work product consistent with the contracted scope and quality management plan.			
Project No.:							
Phase:							
Work Product:							
Date:				Category 3: Comment is editorial or otherwise minor in nature with little effort to implement. Intent of this category is not to spend time discussing these comments during final review discussions. Comment is non-controversial in nature and easily incorporated or may be discretionary with the Task Lead and/or PM.			
		Return to:		File Name:			
		Review Comment Due Date:				Response Due Date:	Final Adjudication Due Date:
Comment Number	Reference Page or Sheet No.	Reviewer (QR)	Review Comment	CAT NO.	Responsible Responder	Response	Final Adjudication: "Done" if resolved, "ITF" if passed to Issue Tracking Form
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Enclosure 2: Draft Contract

**STATE OF LOUISIANA
CONTRACT FOR PROFESSIONAL SERVICES**

BE IT KNOWN, that on this _____ day of _____, 2020, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as the “State” and/or “CPRA”) <Contractor> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as “Contractor”), do hereby enter into a contract under the following terms and conditions (the “Contract”):

1. SCOPE OF SERVICES

Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFQ (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

2. GOAL

The CPRA and Program Management Team (“PMT”) have a common goal to design and construct quality projects that support the State’s Coastal Master Plan.

3. OBJECTIVES

The CPRA is committed to ensuring that safety assurance reviews are completed as needed to support the issuance of a Section 408 permit by USACE and allow projects to be constructed as planned.

4. PERFORMANCE MEASURES

The performance of the Contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Scope of Services.

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this Contract shall include Contractor’s timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this Contract.

5. TERM OF CONTRACT

This Contract shall begin on <begin date> and shall terminate on <end date>.

6. CONTRACT MONITOR

<Name> of CPRA, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and Appendix A.

7. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. The Contractor shall provide to the State the items specified in Appendices A (RFQ) and B (Proposal) as products of the services rendered under this contract.

8. COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of <amount>.

9. TASK ORDERS AND NOTICE TO PROCEED

Work under this Contract will be authorized by Task Order to the Contractor. Contractor shall proceed with Services upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a “not to exceed” amount for compensation for the specific task(s)/services to be provided, with the total amount of all Task Orders not to exceed the Compensation set forth in Paragraph 8 herein.

Contractor shall only proceed with work upon receipt of a written Notice to Proceed.

10. PAYMENT TERMS

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor or his designee.

Compensation to the Contractor for services rendered in connection with this Contract shall be Task Order based. Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule for the actual work performed on the Task Order, time and materials or negotiated lump sum.

During the execution of tasks contained in the Scope of Services, the Contractor may submit monthly invoices for actual costs incurred in accordance with the Required Rate Schedule in Appendix E. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A, B, and E shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

The final invoice shall be submitted within thirty (30) days following expiration of the Contract.

The Required Rate Schedule in Appendix E includes a negotiated labor rate for each established labor category and shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including but not limited to, standard

equipment, computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials).

Expenses such as third party charges, equipment and material rentals, etc., will be negotiated for each task as appropriate to complete the assigned work and will be reimbursed at cost. Such expenses will be reimbursed at cost, only with sufficient documentation supporting the charges, and approval must be granted in writing by the Contract Monitor or his designee prior to the Contractor incurring these costs.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: <http://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx>.

Contractor will not be paid more than the maximum amount of the Contract.

The final invoice shall be submitted within thirty (30) days following expiration of the Contract.

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum contract amount except through written amendment prior to the expiration date of the contract.

11. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

12. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither 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 under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify, defend and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

14. INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the Project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

Errors & Omissions: It will be the Contractor's responsibility to maintain Errors and Omissions coverage with limits of \$1,000,000. This Errors and Omissions coverage must be maintained throughout the period of this Contract.

15. CLAIMS FOR LIENS

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

16. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number _____ and the Louisiana Department of Revenue Account Number _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the

contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

17. COST RECORDS

CPRA, 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 Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its 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 contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

18. OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Contractor by CPRA shall remain the property of the State, and shall be returned by Contractor to CPRA, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of CPRA, and shall, upon request, be returned by Contractor to CPRA, at Contractor's expense, at termination or expiration of this Contract.

CPRA encourages the use of data collected under its contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.

- C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.
- D. In order to make all CPRA contract deliverables consistent, the “Recommended Citation” on any final contract deliverables, documents, or reports shall use the contracted company name and not individuals as the author. If the respective company prefers, they can add a section entitled “Contributing Authors” or “Acknowledgements” to more explicitly list or give credit to the individual authors who have worked on the project/study.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

19. RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract unless required for a longer period in accordance with other applicable state or federal law. Records shall be made available during normal working hours for this purpose.

20. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CPRA.

21. SUCCESSORS AND ASSIGNS

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

22. 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.

23. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. 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 contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

24. COMPLIANCE WITH STATE AND FEDERAL LAW

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

Contractor agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of the Grant Funds from the RESTORE Act's Trust Fund, including without limitation Sections H., I. and N. of the RESTORE Council's Financial Assistance Standard Terms and Conditions, 2 C.F.R. part 200 Subpart E – Cost Principals, 2 C.F.R. § 200.331, 2 C.F.R. § 200.333, 31 C.F.R. § 34.506, and 31 C.F.R. § 34.507, including but not limited to Appendix II of 2 C.F.R. Chapter II, Part 200 (1-1-14) attached hereto as Appendix F. Contractor and its lower tier subrecipients/consultants/contractors/subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of the Grant Funds or for legal compliance.

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

25. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already

rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract or is rightfully obtained from third parties.

26. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

27. CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title 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 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under this contract 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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that Disadvantaged Business Enterprise ("DBE's") have the maximum opportunity to participate in the performance of this Contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform services relating to this Contract.

The following good faith efforts for utilizing DBE's are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as DBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.

3. Where feasible, establish delivery schedules which will encourage DBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBE's.
5. Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
6. Require that each party to a subcontract tasks the affirmative steps outlined here.

The Contractor shall submit to the Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary Form attached hereto as Appendix D and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full term of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the Contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

29. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

CPRA fully participates in and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

30. SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

31. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or 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 receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

32. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon 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 of Title 39 of the Louisiana Revised Statutes of 1950 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.

33. TERMINATION FOR CAUSE

The CPRA may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the CPRA shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of such failure 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 CPRA may, at its option, place the Contractor in default and the Contract shall

terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the CPRA to comply with the terms and conditions of this Contract; provided that the Contractor shall give the CPRA written notice specifying the CPRA's failure and a reasonable opportunity for the CPRA to cure the defect.

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

34. TERMINATION FOR CONVENIENCE

The CPRA may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

35. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

By signing this Contract, the Contractor certifies and agrees with the following information: In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

36. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

Any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

37. CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

38. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, 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 Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

39. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms.

40. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract together with the RFQ and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

41. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

42. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the Contract 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 the Contract shall forthwith be amended to make such insertion or correction.

43. CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

44. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

45. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2020.

WITNESS SIGNATURE:

Coastal Protection and Restoration Authority

Signature

By: _____
Executive Director

(Print Name)

WITNESS SIGNATURE:

Contractor:

Signature

By: _____

(Print Name)

APPENDIX A
SAR Contractor RFQ

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APPENDIX B
SAR Contractor Proposal

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APPENDIX C
Coastal Protection and Restoration Authority
Monitoring Report

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: _____

Invoice No. _____ Invoice Amount: _____

Total Invoiced to Date: \$ _____

A. Refer to Sediment Diversion Program Invoice Status Report for invoice details.

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:

IV. OTHER DISCUSSIONS OF SPECIAL NOTE:

Contracting Party _____ Date _____
(Printed Name)

Approval: _____ Date _____
CPRA Project Manager (Printed Name)

Approval: _____ Date _____
CPRA Contract Monitor (Printed Name)

APPENDIX D

DBE PROCUREMENTS MADE DURING QUARTER

PERIOD ENDING (March, June, September, or December) **Month:** _____ **Year:** _____

REPORTS DUE: Fifteen (15) days following the end of each calendar quarter for the duration of the Agreement.

Procurement Made By		Business Enterprise		\$ Value of Procurement	Date of Procurement MM/DD/YY	Type of Product or Services^ (Enter Code)	Name/Address/Phone Number of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

¹Type of product or service codes:

1=Construction

2=Supplies

3=Services

4=Equipment

APPENDIX E

REQUIRED RATE SCHEDULE

Category	Education/Qualifications	Licensure	Minimum Experience Level	Hourly Labor Rate ¹
Project Manager	B.S. degree in engineering.	PE	15 years of relevant experience	
Geotechnical Engineer	B.S. degree in Civil Engineering or Geotechnical Engineering. Experience in the specific field of levee engineering in evaluating, designing, and constructing large levees embankments.	PE	15 years of relevant experience	
Hydraulics and Hydrology (H&H) Engineer	B.S. degree in Civil Engineering, or Water Resources Engineering. Experience in conducting and evaluating hydrologic and hydraulic analysis for flood risk management and levee safety projects.	PE	15 years of relevant experience	
Structural Engineer	B.S. degree in Structural Engineering or Civil Engineering with an emphasis in structural engineering. Experience in structural engineering.	PE	15 years of relevant experience	
Civil Engineer	B.S. degree in Civil Engineering. Experience in design and construction of embankment levees with engineering analysis related to flood risk management and levee safety projects, and in the preparation of plans and specifications for the construction of earthen embankment levees.	PE	15 years of relevant experience	
Construction Engineer	B.S. degree in Civil Engineering or Construction Management. Experience in the engineering construction field with particular emphasis on levee safety projects.	PE	15 years of relevant experience	
TBD	TBD	TBD	TBD	

¹ Includes all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including but not limited to, standard equipment, computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials). Travel shall be reimbursed in accordance with the State of Louisiana Policy and Procedure Memoranda (PPM) 49 – General Travel.

APPENDIX F

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early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

**Enclosure 3: Background Information and Confidential Conflict of Interest
Disclosure Form**



STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

SAFETY ASSURANCE REVIEW PANEL

(the “Project”)

BACKGROUND INFORMATION
AND
CONFIDENTIAL CONFLICT OF INTEREST DISCLOSURE

NAME: _____ TELEPHONE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

CURRENT EMPLOYER: _____

PART I - BACKGROUND INFORMATION

INSTRUCTIONS

Please provide the information requested below regarding **relevant** organizational affiliations, government service, public statements and positions, research support, and additional information (if any). Information is "relevant" if it is related to -- and might reasonably be of interest to others concerning -- your knowledge, experience, and personal perspectives regarding the Project. If some or all of the requested information is contained in your Curriculum Vitae (CV), you may simply attach your CV to this form, supplemented by additional responses or comments below as necessary.

I. ORGANIZATIONAL AFFILIATIONS. Report your relevant business relationships (as an employee, owner, officer, director, consultant, etc.) and your relevant remunerated or volunteer non-business relationships (e.g., professional organizations, trade associations, public interest or civic groups, etc.).

II. GOVERNMENT SERVICE. Report your relevant service (full-time or part-time) with federal, state, or local government in the United States (including elected or appointed positions, employment, advisory board memberships, military service, etc.).

III. RESEARCH SUPPORT. Report relevant information regarding both public and private sources of research support (other than your present employer), including sources of funding, equipment, facilities, etc.

IV. PUBLIC STATEMENTS AND POSITIONS. List your relevant articles, testimony, speeches, etc., by date, title, and publication (if any) in which they appeared or provide relevant representative examples if numerous. Provide a brief description of relevant positions of any organizations or groups with which you are closely identified or associated.

V. ADDITIONAL INFORMATION. If there are relevant aspects of your background or present circumstances not addressed above that might reasonably be construed by others as affecting your judgment in matters related to your work on the Project that might constitute an actual or potential source of bias, please describe them briefly.

PART II - CONFIDENTIAL CONFLICT OF INTEREST DISCLOSURE

INSTRUCTIONS

It is essential that individuals who perform work for CPRA be free from any conflict of interest. For this purpose, **the term "conflict of interest" means any financial or other interest which conflicts with the service of the individual because it (1) could significantly impair the individual's objectivity or (2) could create an unfair competitive advantage for any person or organization.**

The term "conflict of interest" means something more than individual bias. There must be an *interest*, ordinarily financial, that could be directly affected by the work to be performed by the individual or affect the Project.

Conflict of interest requirements are *objective* and *prophylactic*. They are not an assessment of one's actual behavior or character, one's ability to act objectively despite the conflicting interest, or one's relative insensitivity to particular dollar amounts of specific assets because of one's personal wealth. Conflict of interest requirements are objective standards designed to eliminate certain specific, potentially compromising situations from arising, and thereby to protect the individual, CPRA, the Project, and the public interest. The individual and CPRA should not be placed in a situation where others could reasonably question, and perhaps discount or dismiss, the work to be performed by the individual simply because of the existence of conflicting interests.

The term "conflict of interest" applies only to *current interests*. It does not apply to past interests that have expired, no longer exist, and cannot reasonably affect current behavior. Nor does it apply to possible interests that may arise in the future but do not currently exist, because such future interests are inherently speculative and uncertain. For example, a pending formal or informal application for a particular job is a current interest, but the mere possibility that one might apply for such a job in the future is not a current interest.

The term "conflict of interest" applies not only to the personal interests of the individual but also to the *interests of others* with whom the individual has substantial common financial interests if these interests are relevant to the functions to be performed. Thus, in assessing an individual's potential conflicts of interest, consideration must be given not only to the interests of the individual but also to the interests of the individual's spouse and minor children, the individual's employer, the individual's business partners, and others with whom the individual has substantial common financial interests. Consideration must also be given to the interests of those for whom one is acting in a fiduciary or similar capacity (e.g., being an officer or director of a corporation, whether profit or nonprofit, or serving as a trustee).

The overriding objective of the conflict of interest inquiry in each case is to identify whether there are interests – primarily financial in nature – that conflict with the work to be performed by the individual because it could impair the individual's objectivity or could create an unfair competitive advantage for any person or organization. The fundamental question in each case is does the individual, or others with whom the individual has substantial common financial interests, have identifiable interests that could be directly affected by the outcome of the project on which the individual has been invited to perform work? For projects involving advice regarding awards of contracts, grants, fellowships, etc., CPRA is also guided by the principle that an individual should not participate in any decision regarding the award of a contract or grant or any other substantial

economic benefit to the individual or to others with whom the individual has substantial common financial interests or a substantial personal or professional relationship.

The questions set forth below are designed to elicit information from you concerning possible conflicts of interest that are relevant to the work to be performed by you in connection with the Project.

1. **FINANCIAL INTERESTS.** (a) Taking into account stocks, bonds, and other financial instruments and investments including partnerships (but excluding broadly diversified mutual funds and any investment or financial interests valued at less than \$10,000), do you or, to the best of your knowledge others with whom you have substantial common financial interests, have financial investments that could be affected, either directly or by a direct effect on the business enterprise or activities underlying the investments, by the outcome of the Project?

(b) Taking into account real estate and other tangible property interests, as well as intellectual property (patents, copyrights, etc.) interests, do you or, to the best of your knowledge others with whom you have substantial common financial interests, have property interests that could be directly affected by the outcome of the work to be performed by you on Project?

(c) Could your employment or self-employment (or the employment or self-employment of your spouse), or the financial interests of your employer or clients (or the financial interests of your spouse's employer or clients) be directly affected by the outcome of the work to be performed by you on the Project?

(d) Taking into account research funding and other research support (e.g., equipment, facilities, industry partnerships, research assistants and other research personnel, etc.), could your current research funding and support (or that of your close research colleagues and collaborators) be directly affected by the outcome of the work to be performed by you on the Project?

(e) Could your work to be performed on the Project, create a specific financial or commercial competitive advantage for you or others with whom you have substantial common financial interests?

If the answer to all of the above questions under FINANCIAL INTERESTS is either "no" or "not applicable," check here _____ (NO).

If the answer to any of the above questions under FINANCIAL INTERESTS is "yes," check here _____ (YES), and briefly describe the circumstances on the last page of this form.

2. OTHER INTERESTS. (a) Is the central purpose of the project for which this disclosure form is being prepared a critical review and evaluation of your own work or that of your employer?

(b) Do you have any existing professional obligations (e.g., as an officer of a scientific or engineering society) that effectively require you to publicly defend a previously established position on an issue that is relevant to the functions to be performed in this committee activity?

(c) To the best of your knowledge, will your work on this Project enable you to obtain access to a competitor's or potential competitor's confidential proprietary information?

(d) If you are or have ever been a U.S. Government employee (either civilian or military), to the best of your knowledge are there any federal conflict of interest restrictions that may be applicable to your work on this Project?

(e) If you are a U.S. Government employee, are you currently employed by a federal agency that is sponsoring this project? If you are not a U.S. Government employee, are you an employee of any other sponsor (e.g., a private foundation) of this project?

(f) If the work to be performed by you on the Project involves reviews of specific applications and proposals for contract, grant, fellowship, etc. awards to be made by sponsors, do you or others with whom you have substantial common financial interests, or a familial or substantial professional relationship, have an interest in receiving or being considered for awards?

(g) If the work to be performed by you on the Project involves developing requests for proposals, work statements, and/or specifications, etc., are you interested in seeking an award in connection with the Project for which you may be developing the request for proposals, work statement, and/or specifications -- or, are you employed in any capacity by, or do you have a financial interest in or other economic relationship with, any person or organization that to the best of your knowledge is interested in seeking an award under this Project?

If the answer to all of the above questions under OTHER INTERESTS is either "no" or "not applicable," check here _____ (NO).

If the answer to any of the above questions under OTHER INTERESTS is "yes," check here _____ (YES), and briefly describe the circumstances on the last page of this form.

EXPLANATION OF "YES" RESPONSES:

During your period of service in connection with the activity for which this form is being completed, any changes in the information reported, or any new information, which needs to be reported, should be reported promptly by written or electronic communication to the responsible staff officer.

YOUR SIGNATURE

DATE

Enclosure 4: Submittal Requirements Checklist

CPRA SAR RFQ Submittal Requirements Checklist

Information	Mark “Checked” if Submitted
Introductory Information	
■ Executive Summary	<input type="checkbox"/>
Part A – Business Organization and Relevant History and SAR Experience	
■ Business organization and history	<input type="checkbox"/>
■ Project Experience on three (3) Relevant Projects	<input type="checkbox"/>
Part B – Experience & Qualifications of Key Personnel	
■ Team organization chart	<input type="checkbox"/>
■ Project Manager Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects and SARs. Include contact information for two references.	<input type="checkbox"/>
■ Geotechnical Engineer Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects and SARs. Include contact information for two references.	<input type="checkbox"/>
■ H&H Engineer Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects and SARs. Include contact information for two references.	<input type="checkbox"/>
■ Structural Engineer Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects and SARs. Include contact information for two references.	<input type="checkbox"/>
■ Civil Engineer Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects and SARs. Include contact information for two references.	<input type="checkbox"/>
■ Construction Engineer Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects and SARs. Include contact information for two references.	<input type="checkbox"/>
■ Chart or table with availability of Key Personnel.	<input type="checkbox"/>
Part C – Safety Assurance Review Understanding and Approach	
■ Description of the methods, standards, and tools that will be used to perform the services and tasks required in the Scope of Services and description of the quality control procedures that will be implemented by the Respondent for all deliverables	<input type="checkbox"/>
■ Description of the SAR Contractor roles within the Section 408 review process and interface with the PMT and Project Teams	<input type="checkbox"/>
■ Description of how Respondent will utilize any Hudson certified firms on their team	<input type="checkbox"/>

Information	Mark “Checked” if Submitted
Part D – Hudson/Veteran Small Entrepreneurship Program	
■ Copies of Hudson Initiative Program certifications.	<input type="checkbox"/>
Part E – Compliance with All SOQ Requirements	
■ SOQ Submittal Check List Form	<input type="checkbox"/>
Standard Forms and Supporting Documents	
■ Insurance Requirements - Letter from Insurance Carrier verifying the Respondent’s capability to meet the insurance requirements listed in Enclosure 2, Draft Contract	<input type="checkbox"/>
■ Licensure - Copies of relevant licenses, certifications and registrations	<input type="checkbox"/>
■ Contract Acknowledgement - Contract acknowledgement with any requested changes and modifications	<input type="checkbox"/>
■ Financial Information - Annual audited financial reports for the past three years in separate envelope identified with Respondent’s name and marked “Confidential – Financial Documentation”	<input type="checkbox"/>
■ COI Forms - Completed for all proposed Key Personnel and other team members (one COI Form per Key Personnel/team member for the Mid-Barataria Sediment Diversion Project and one COI Form per Key Personnel/team member for the Mid-Breton Sediment Diversion Project)	<input type="checkbox"/>
■ Experience and Qualifications Form 1A	<input type="checkbox"/>

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Enclosure 5: Experience and Qualifications Form (EQF-1A)

Experience and Qualifications Form (EQF-1A)

Instructions: The Respondent and any subcontractors the Respondent intends to employ at the time of SOQ submittal, must submit a fully completed EQF-1A form. All blocks requested on the form are required. If a block is not applicable, Respondent or subcontractor should enter “N/A.” If the Respondent is participating as a joint venture, each entity of the Joint Venture should complete a separate EQF-1A form and indicate on the form in block 9 that the response is a joint venture.

[illegible]

11. The Respondent should list all subcontractors it intends to employ for the Project (use separate sheet for subcontractors beyond 10):

a. Name & address of each subcontractor:	b. Specific work to be performed on this project:	c. Worked with prime firm before? If so, describe:

12. Brief resume of Key Personnel anticipated to work on this contract.

a. Name, domicile and email address	b. Title/ Area of Expertise
c. Name of firm by which employed full time	d. Years' experience: With this firm: With other firms:
e. Education: Degree(s) / Years / Specialization	f. Active registration or applicable certifications: State/Discipline/License Number/First year registered
g. Other relevant experience and qualifications with role and firm employed by while performing role listed clearly identified:	

A large, empty rectangular box with a thin black border, occupying the upper half of the page. It is intended for the contractor to provide details about their experience and qualifications.

13. Use this space to provide any additional information or description of resources supporting your firm's qualifications. This section is limited to five (5) pages.

14. This is to certify that all information contained herein is accurate and true.

Signature: _____

Typed Name and Title: _____

Date: _____