STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION ADMINISTRATION AND QUALITY ASSURANCE CONTRACTOR

RFQ NO. 2503-27-05

RIVER REINTRODUCTION INTO MAUREPAS SWAMP AND WEST SHORE LAKE PONTCHARTRAIN FLOOD RISK REDUCTION PROJECT (PO-0029)

5 November 2026

1.0 INTRODUCTION

The Coastal Protection and Restoration Authority (CPRA), through this Request for Qualifications (RFQ), intends to select a Contractor to provide Construction Administration and Quality Assurance, as directed by the CPRA, for the River Reintroduction into Maurepas Swamp and West Shore Lake Pontchartrain Flood Risk Reduction Project (CPRA Project Number PO-0029) (Maurepas Diversion or Project)**.** This Project is described herein and detailed in Enclosure 1, Project Overview. The Construction Administration and Quality Assurance services associated with this RFQ are for the Construction Phase of the Project as described herein and detailed in Enclosure 2, Scope of Services.

2.0 DEFINITIONS

Calendar Day: Every day, including weekends and holidays, beginning and ending at midnight.

Corporation: 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: The Coastal Protection and Restoration Authority.

Contract Monitor: A CPRA employee who represents the Agency and has the authority and responsibility to oversee the contract awarded under this RFQ.

Department of Transportation and Development (DOTD): The Louisiana Department of Transportation and Development.

Design Team: A team of design professionals (including engineers, architects, and/or landscape architects who have secured professional licenses from a Louisiana registration board as required by state law) selected by CPRA to perform design services for a project in accordance with state law.

Equipment: All machinery, tools and apparatus necessary for acceptable completion of the Project.

Joint Venture (JV): 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: Personnel essential to successful performance of the services to be provided by the Respondent.

Laboratory: The firm, company, or corporation which is used to test materials and is approved for use by the CPRA.

Laws and Regulations; Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Limited Liability Company (LLC): 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.

Louisiana Standard Specifications For Roads and Bridges: Louisiana Standard Specifications for Roads and Bridges, 2026 Edition, issued by the Louisiana Department of Transportation and Development, as adopted by CPRA and amended by the Project Plans and Specifications.

Manual of Uniform Traffic Control Devices (MUTCD): The manual for a uniform system of traffic control devices used on State highways, which has been adopted by CPRA and DOTD.

Materials Sampling Manual: The DOTD manual used to establish and standardize construction and maintenance sampling and material acceptance requirements for DOTD, which has been adopted by CPRA.

Milestone: A principal event relating to an intermediate completion date or time.

Oral Presentation: 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: The Owner is the State of Louisiana (State) which acts through the Contracting Agency (in this case, the CPRA).

Plans: The drawings which show the scope, extent and character of the construction work to be furnished and performed by Construction Contractor(s) and which have been prepared or approved by Design Team and are part of the construction contract documents. Shop Drawings are not Plans as so defined.

Project Construction Schedule: Critical Path Method (CPM), graphical and tabular listing of all tasks and submittals that are required by the Construction Contractor to complete the project. The project schedule includes all submittals with milestones.

Project Team: The team composed of CPRA and support staff, Design Team, 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.

Quality Assurance: The combined efforts of quality control and acceptance processes to ensure that a project adheres to the contract requirements.

Quality Control: Quality Control is the process used by the Construction Contractor to monitor, assess, and adjust material selection, production, and Project construction to control the level of quality so that the product continuously and uniformly conforms to Specifications.

Request for Qualifications (RFQ): This Request for Qualifications seeking a Construction Administration and Quality Assurance Contractor for CPRA, including all enclosures, attachments and addenda.

Resident Engineer: The designated representative of the Contract Monitor responsible for assisting in the oversight of the Construction Contractor and administration of the construction contract.

Resident Project Representative (RPR): An authorized representative of the CPRA who may inspect the Work performed and materials furnished by the Construction Contractor.

Respondent: 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.

Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portions of the work will be judged.

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

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the Construction Contractor and submitted by the Construction Contractor to illustrate some portion of the work.

Specifications: That part of the construction contract documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work to be performed and certain administrative details applicable thereto. Includes all Standard Specifications, Supplemental Specifications, Technical Specifications and other provisions applicable to the Project.

> Standard Specifications: A book of specifications for general application and repetitive use.

Technical Specifications: Specifications for Contract Items covering all conditions applicable to the Project not covered by the Standard Specifications.

Supplemental Specifications: Additions and revisions to the Standard and Technical Specifications.

State: The State of Louisiana.

Statement of Qualifications (SOQ): A submittal of information by a Respondent in response to this RFQ.

Subcontractor: An individual, partnership, L.L.C., L.L.P., or corporation to which the Contractor sublets part of the Work. No Subcontractor shall be considered a Subcontractor if the Subcontractor is a subsidiary, which is wholly owned or majority owned by the Contractor or the principals of the Contractor, or an affiliate of the Contractor or affiliated or otherwise controlled by the Contractor or the principals of the Contractor such that a true and independent Subcontractor-Contractor relationship reached by bidding or arms-length negotiation does not result therefrom.

Submittals: Certificates, samples, shop drawings, and all other project data which are submitted to the CPRA in order to verify that the correct products will be installed on the Project.

Testing Procedures Manual: The manual in which specific testing procedures used by the DOTD Laboratories are published. This manual is used to standardize testing procedures used by DOTD Laboratories.

Work Site: This term is used to refer to the specific work locations designated in the Project Plans and Specifications at which the Construction Contractor will be performing construction or maintenance tasks.

Working Day: A Calendar Day on which weather or other conditions not under control of the Construction Contractor will permit construction operations to proceed.

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

3.0 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 River Reintroduction into Maurepas Swamp Project.

The River Reintroduction into Maurepas Swamp Project is designed to convey up to 2,000 cubic feet per second (cfs) of Mississippi River water to the Maurepas Swamp through a 5.5-mile conveyance channel beginning at Mississippi River mile 144.2 near Garyville, Louisiana, and terminating in the swamp approximately 1,000 feet north of I-10 along Hope Canal. The project will benefit an estimated 45,000 acres of coastal forest by reconnecting the Mississippi River to the Maurepas Swamp, improving the swamp ecosystem health and function.

In a 2023 Record of Decision, the US Army Corps of Engineers (USACE) adopted an approximately 9,000-acre sub-area of the Maurepas Diversion Project, known as Maurepas Swamp Alternative 2 (MSA-2), as compensatory mitigation for impacts associated with the West Shore Lake Pontchartrain Flood Risk Reduction Project (WSLP). WSLP features co-located with the Maurepas Diversion, including approximately two miles of earthen levee and flood walls, will be constructed as part of the combined Maurepas Diversion / WSLP project (the Project).

The Project spans multiple Louisiana parishes, including St. John the Baptist, St. James, Livingston, and Ascension parishes. Project features include a gated intake structure, consisting of three 10′x10′ box culverts through the Mississippi River Levee near Garyville, Louisiana. The river water will travel through 5.5 miles of conveyance channel to the outfall in the Maurepas Swamp just north of I-10. The first two miles will include a newly excavated channel, with the western edge bordered by an earthen guide levee and the eastern edge bordered by the WSLP levee. North of U.S. 61 (Airline Hwy), the diversion channel and WSLP construction features diverge, with the remaining 3.5 miles of the conveyance channel continuing northward along a widened Hope Canal with guide levees on each side. Other Project features include crossings at LA Highway 44 (River Road), Airline Hwy, Canadian National (CN) Railroad, CPKC railroad, multiple pipeline and utility corridor crossings, and outfall management features, including gaps in internal swamp spoil banks and drainage features designed to retain and distribute water throughout the swamp.

Construction is expected to be executed under five separate contract packages, listed below. The Contractor selected under this RFQ will provide Construction Administration and Quality Assurance services for Packages 1, 2, and 3 below, as further described in the Scope of Services (Enclosure 2)

- Package 1. Reaches 1 and 3: MR Intake, River Road crossing, sedimentation basin, conveyance channel and guide levees.
- Package 2. Reach 2: CN Railroad crossing
- Package 3. Reaches 4 and 5: CPKC Railroad crossing, pipeline corridor crossings, and Airline Hwy crossing.
- Package 4. Reach 6 Phase 1: Channel (Hope Canal improvements), guide levees.
- Package 5. Reach 6 Phase 2: Channel (Hope Canal improvements), guide levees, outfall features, and drainage features.

The Project milestones, as currently scheduled, are provided in the Scope of Services (Enclosure 1). These milestones are subject to modification due to permitting, Environmental Assessment, or LERRDS processes.

4.0 BLACKOUT PERIOD

For all Respondents and subcontractors submitting an SOQ on this advertisement, there will be a blackout period during which any Respondent or its agent or representative, is prohibited from communication with any state employee or contractor of the State regarding this advertisement except through the process of submitted written questions described in Section 11.0. The blackout period shall apply not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of SOQs for a particular procurement. The blackout period will begin upon posting of the solicitation and will end when the contract is awarded.

In those instances, in which a prospective Respondent is also an incumbent or an existing contractor, the State and the contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

5.0 CONTRACT ELIGIBILITY

The firm selected to provide Construction Administration and Quality Assurance Services under this RFQ shall not be eligible to participate on the following teams: Construction Contractor and Design Team.

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.

Teams submitting a response to this RFQ should provide a written statement of whether any individual(s) who will participate in the performances of the services requested has held state employment or served on a state board or commission at any point within the preceding two years, and if so, in which agency and in what role, and whether any services were provided directly to CPRA. The written statement should be provided using the Prior State Employment Disclosure Form (Enclosure 4).

6.0 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 Project and remain assigned for the duration of the contract(s). Should substitutions become necessary, the Construction Administration and Quality Assurance Contractor will be expected to submit replacement personnel with similar qualifications to CPRA for approval. CPRA may elect to staff the Resident Engineer roles with CPRA employees, at CPRA's discretion. Minimum Key Personnel to be included in the Respondent's SOQ should include the following:

- Principal Executive
- Project Manager
- Deputy Project Manager
- Resident Engineer (up to two (2))
- Resident Project Representative (Headworks)
- Resident Project Representative (Conveyance Channel and Levees)
- Resident Project Representative (Highway and Bridge)
- Resident Project Representative (Railroad)

The Project Manager will serve as the primary point of contact and liaison between the Construction Administration and Quality Assurance Contractor and CPRA.

7.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Respondents should submit a SOQ that highlights their understanding of Construction Administration and Quality Assurance and the experience record of the proposed Construction Administration and Quality Assurance team members in the successful completion of similar, large-scale civil works projects. The submittal shall be categorized and should meet the following requirements as outlined below**.**

A.	Business Organization, Relevant History and Experience	15 Points
B.	Experience & Qualifications of Key Personnel	40 Points
C.	Understanding and Approach	30 Points
D.	Hudson/Veteran Small Entrepreneurship Program	12 Points
E.	Compliance with All SOQ Requirements	3 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 **sixty (60)** pages in length. The standard forms, 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 Business Organization, Relevant History and Experience, Experience & Qualifications of Key Personnel, Understanding and Approach, Hudson/Veteran Small Entrepreneurship Program, Compliance with all SOQ Requirements, and all Pass/Fail Requirements, will be considered 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.

7.1 Executive Summary

The Respondent shall provide an executive summary cover letter describing the company and its commitment to successful completion of the Project and relevant experience and qualifications. This summary should state the company's particular expertise, resources and advantages that they

and their proposed team will bring to the Project and CPRA. The executive summary shall present the name, telephone number, email address, and mailing address for the Project Manager and Principal Executive. 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

7.2 Part A: Business Organization, Relevant History and Experience 15 Points

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

The Respondent should provide past project experience and performance information for no more than five (5) relevant projects that members of the Respondent's team have worked on in the past fifteen (15) years. For each project, one (1) reference shall be provided from the project's Owner.

Relevant project experience refers to projects with comparable scope, scope components, 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 construction monitoring, construction testing, construction administration and QC/QA. 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's experience with construction administration and QC/QA 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: 10

7.3 Part B: Experience & Qualifications of Key Personnel 40 Points

The Respondent shall provide a proposed team organization chart, including identification of all Key Personnel as outlined in Section 6.0 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 shall include resumes for Key Personnel and any other staff members deemed critical to the performance of the services requested. Resumes should be limited to no more than two (2) pages for each Key Personnel position listed. No more than one resume shall be submitted for each Key Personnel position listed. Resumes should include proposed role / responsibility, educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience and role(s) on relevant projects. Relevant experience refers to projects with comparable scope, scope components, type, size, and/or performance risk as described herein. Emphasis should include significant experience and familiarity with construction monitoring, construction testing, construction administration and QC/QA on 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. 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).

Resumes should clearly describe the role of the Key Personnel in each project listed. Each Key Personnel member's resume shall 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 Project 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 Project if selected as the Construction Administration and Quality Assurance Contractor.

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

Maximum pages: 30 (one 11"x 17" sheet allowed in this section)

7.4 Part C: Understanding and Approach 30 Points

The Respondent should include enough information to satisfy evaluators that the Respondent has a clear understanding of the Scope of Services (Enclosure 2) and the Construction Administration and Quality Assurance Contractor's roles and responsibilities within the Project Team.

The approach should include a description of the methodology and tools that will be used to perform the construction administration and quality assurance services and tasks required based on the Project for all deliverables.

This section will be evaluated based the Respondent's ability, considering their current workload, and approach to performance of the construction administration and quality assurance services and tasks required. The Respondent's SOQ should show a firm understanding of the Scope of Services (Enclosure 2), the Construction Administration and Quality Assurance Contractor's roles and responsibilities within the Project Team, and lessons-learned from previous projects.

Maximum pages: 12 (one 11"x 17" sheet allowed in this section)

7.5 Part D: Hudson/Veteran Small Entrepreneurship Program 12 Points

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaeconomicdevelopment.com/Account/Login

If a Respondent is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the estimated dollar value or percentage of each subcontract.

Twelve (12) points shall be reserved for Respondents who are themselves a certified Veteran Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran Initiative small entrepreneurships as subcontractors.

Ten (10) points shall be reserved for Respondents who are themselves a certified Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Hudson Initiative small entrepreneurships as subcontractors.

If the Respondent is not a certified small entrepreneurship, but has engaged one (1) or more Veteran Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Respondent shall provide the following information for each certified small entrepreneurship subcontractor:

i. Subcontractor's name;
ii. Subcontractor's Veteran Initiative and/or Hudson Initiative certification;
iii. A detailed description of the work anticipated to be performed; and
iv. The projected percentage OR dollar value of the subcontract for the three-year contract term based on a $10,000,000.00 estimated contract value.

To expedite the Veteran and Hudson Initiative verification process, it is highly desirable for the Respondent and all Subcontractors to include a copy of the certificate in the SOQ submitted. Veteran and Hudson Initiative certifications with the Louisiana Department of Economic Development must be active at the time of SOQ submission.

7.6 Part E: Compliance with All SOQ Requirements 3 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, and insurance certifications. A completed Submittal Requirement Checklist (Enclosure 5) shall be included in this section. In order to receive the maximum score of three (3) points, all SOQ requirements, including the submittal of a completed Submittal Requirements Checklist, must be met.

Maximum pages: 3

7.7 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 Construction Administration and Quality Assurance Contractor:

1. Insurance Requirements: The Respondent shall submit a letter from the insurance carrier verifying the Respondent's capability to meet the insurance requirements listed in Enclosure 3, Sample 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, shall be provided in the Standard Forms section of this RFQ.

3. Contract Acknowledgement: Enclosure 3 is the Sample Contract to be executed by the selected Construction Administration and Quality Assurance Contractor. The Contract imposes an obligation of good faith and fair dealing by the Construction Administration and Quality Assurance Contractor in the performance of its work under the Contract. The Construction Administration and Quality Assurance Contractor shall take appropriate measures to ensure the confidentiality and protection of all Program and Project information. Notwithstanding communications among the Project Team, the Construction Administration and Quality Assurance Contractor is prohibited from disclosing, using, or allowing the use of any Program or Project information without the prior written consent of CPRA. Disclosing, using, or allowing the use of Program or Project information without the prior written consent of CPRA could result in the termination of the Contract for cause at CPRA's discretion. The selected Respondent shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Enclosure 3. The Respondent shall submit a statement acknowledging the Sample Contract and shall provide proposed modifications to the Sample Contract that the Respondent wishes to discuss during the negotiation period, if any. The CPRA reserves all rights to reject any and all modifications to the Contract that are not in the CPRA's interest or that the CPRA solely determines is not in the best interest of the Program.

7.8 Standard Forms and Supporting Documents

Standard forms, professional licenses and certificates, company licenses to work in Louisiana, safety records, 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 Sample Contract.

As referenced in Section 7.7, the Contract Acknowledgement shall 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 Construction Administration and Quality Assurance Contractor shall 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.

8.0 SUBMITTAL FORMAT REQUIREMENTS

One original, clearly marked "Original", which includes original signatures of company officials or agents duly authorized to sign proposals or contracts on behalf of the company and one hard copy 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 tabbed sections, corresponding to the Parts A through Part E tabs within the binder as described in Sections 7.2 through 7.6. 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 in Sections 7.1 through 7.6.

Two (2) USB flash drives shall also be submitted containing a single PDF file of the entire SOQ response.

9.0 SELECTION PROCESS

After receipt of the SOQ 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, the deliberations, and recommendation of the Selection Review Committee, the CPRA will make a selection for the Construction Administration and Quality Assurance Contractor for the Project.

10.0 PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held on December 8, 2026 at 2:00 PM. Central Standard Time (CST). The Pre-Submittal Meeting is not mandatory, but prospective Respondents and Subcontractors are strongly encouraged to attend. The CPRA intends to present general information and clarify information about the Project and the procurement process, which may be helpful in the preparation of responses and to offer firms the opportunity to ask questions concerning this RFQ.

The Pre-Submittal Meeting will be held in person at the CPRA office, 150 Terrace Avenue, Baton Rouge, LA 70802 and a virtual option through TEAMS will also be available. If attending in person, please send notification to CPRAcontracts@la.gov. Due to limitations in space, CPRA requests that the Respondents limit their in-person attendance to no more than five (5) individuals per team.

To attend the Pre-Submittal Meeting via TEAMS, Respondents and Subcontractors must register in advance at the link below.

https://events.gcc.teams.microsoft.com/event/aefee18b-c2c1-4862-a732-27466f6a341d@89b0b16b-677c-4e6f-a254-61311d5b4a86?source=copyLinkLegacyShareLinkDialog

Although impromptu questions will be permitted and spontaneous answers will be provided during the meeting, the only official answer or position of the State will be stated in writing in response to written questions. **Questions submitted in the TEAMS chat are NOT the official written question and must still be submitted in writing per Section 11.** Therefore, potential Respondents should submit all questions in writing, per Section 11 even if an answer has already been given to a question presented in the TEAMS Pre-Submittal Meeting.

11.0 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 10.0. Respondents who wish to submit questions on the RFQ must submit their questions in writing by **December 11, 2026 at 3:00 PM Central Standard Time (CST)** to Gloria Tigner, 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/ no later than **December 18, 2026.**

One original, one hard copy and two (2) USB flash drives of the SOQ shall be delivered to Gloria Tigner at 150 Terrace Avenue, Baton Rouge, LA 70802. SOQ's will be accepted until **3:00 PM Central Standard Time (CST), on January 12, 2027**. Submittals can also be mailed to CPRA, Attn: Gloria Tigner, 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 Central Standard Time (CST), on January 12, 2027,** 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.

12.0 SCHEDULE OF EVENTS

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

Advertisement Period	November 5, 2026 – January 12, 2027
Pre-Submittal Meeting	December 8, 2026 at 2:00 pm CST
Deadline for Questions	December 11, 2026 at 3:00 pm CST
CPRA Response to Questions	December 18, 2026
SOQ Responses Due	January 12, 2027 @ 3:00 pm CST
Target Selection Committee Review Period	January 12, 2027 – February 16, 2027
Target Announcement of Selected Contractor	February 16, 2027
Target Contracting/Negotiation/Award Period	February 16, 2027 – May 11, 2027
Target Notice to Proceed	May 11, 2027

Enclosure 1: Project Overview
Enclosure 2: Scope of Services
Enclosure 3: Sample Contract
Enclosure 4: Prior State Employment Disclosure Form
Enclosure 5: Submittal Requirements Checklist

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Enclosure 1: Project Overview

Project Overview

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1.0 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/.

2.0 River Reintroduction into Maurepas Swamp Project Background

The River Reintroduction into Maurepas Swamp Project (Maurepas Diversion) is a Mississippi River (MR) diversion being designed to strategically reintroduce freshwater and nutrient inputs into the Maurepas Swamp. The controlled diversion is being designed to seasonably deliver up to 2,000 cubic feet per second (cfs) to the Maurepas Swamp to benefit the Maurepas cypress-tupelo swamp by restoring swamp ecosystem health and function. The Project is located on the East Bank of the Mississippi River in St. John the Baptist Parish, Louisiana, at River Mile 144 Above Head of Passes (AHP), immediately west of Garyville, Louisiana (Figure 1).

In a 2023 Record of Decision, the US Army Corps of Engineers (USACE) adopted an approximately 9,000-acre sub-area of the Maurepas Diversion Project, known as Maurepas Swamp Alternative 2 (MSA-2), as compensatory mitigation for impacts associated with the West Shore Lake Pontchartrain Flood Risk Reduction Project (WSLP). WSLP features co-located with the Maurepas Diversion, including approximately two miles of earthen levee and flood walls, will be constructed as part of the combined River Reintroduction to Maurepas Swamp and West Shore Lake Pontchartrain Flood Risk Reduction Project (the Project).

The Project consists of all features associated with the Maurepas Diversion and WSLP Reaches 111, 112, and 113. During the planning and design phases, the Project was divided into several reaches considering project feature type, and anticipated construction access and sequencing. The Reaches are designated Reaches 1 through 6 and are identified on Figure 1 with corresponding WSLP reaches. Project features associated with each Reach are described in Section 4.0.

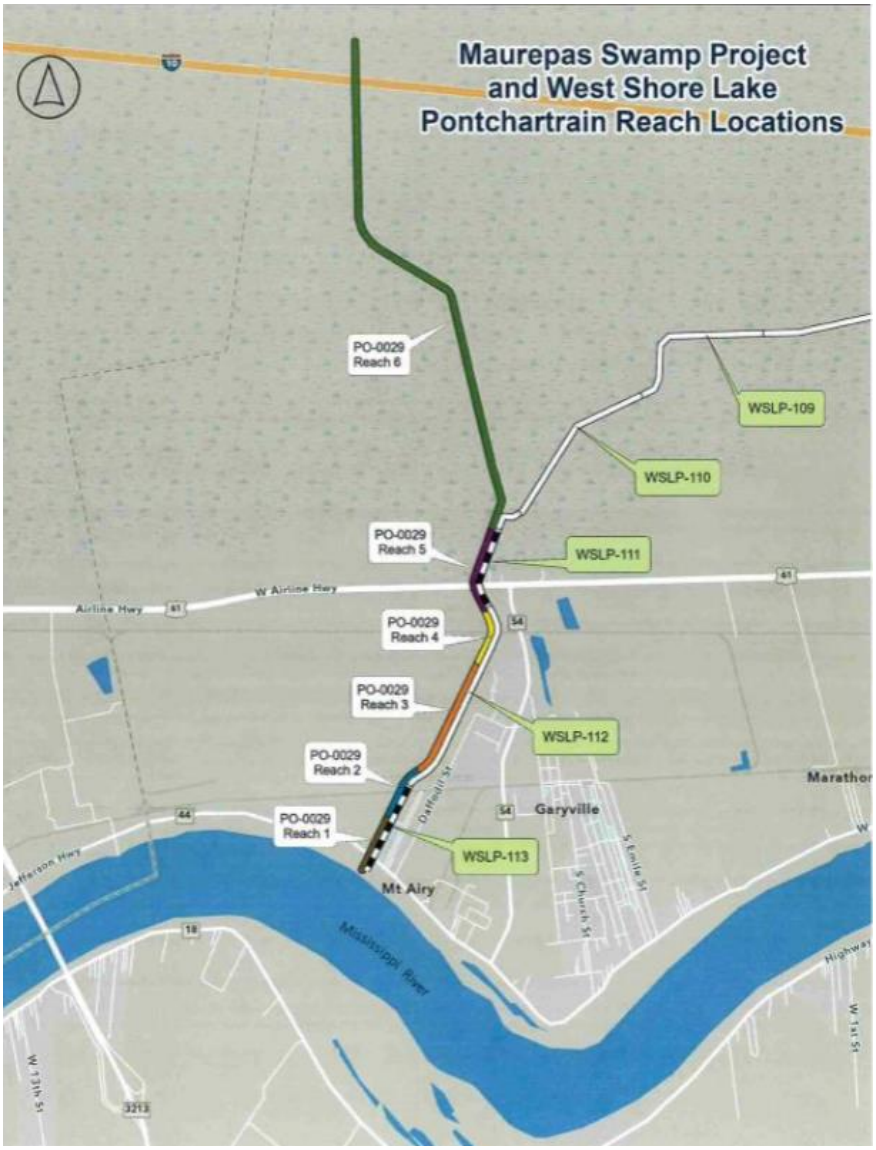


Figure 1: Project Location Map

Project construction will be executed through five construction packages, as listed below.

- Package 1. Reaches 1 and 3: MR Intake, River Road crossing, sedimentation basin, conveyance channel and guide levees.
- Package 2. Reach 2: CN Railroad crossing
- Package 3. Reaches 4 and 5: CPKC Railroad crossing, pipeline corridor crossings, and Airline Hwy crossing.
- Package 4. Reach 6 Phase 1: (Channel (Hope Canal improvements), guide levees. This phase of the Project has been completed.
- Package 5. Reach 6 Phase 2: Channel (Hope Canal improvements), guide levees, outfall features, and drainage features.

CPRA's intent is for the Contractor selected under this RFQ to provide Construction Administration and Quality Assurance services for contract packages 1,2, and 3 above. Key milestone dates associated with these packages, as of September 2026, are listed in Table 1. These milestones are subject to possible modification due to permitting, environmental, or LLERDS process schedules uncertainty.

Table 1: Project Milestones

Milestone	Reaches 1, and 3	Reach 2	Reaches 4 and 5	Reach 6
Design Completion	**January 2027**	**July 2027**	**April 2028**	**December 2026**
Advertisement for Bid	**May 2027**	**August 2027**	**May 2028**	**December 2026**
Construction Administration and Quality Assurance Contractor NTP	**May 2027**	**October 2027**	**August 2028**	**n/a (by others)**
Construction NTP	**July 2027**	**November 2027**	**September 2028**	**March 2027**
Construction End	**October 2030**	**August 2030**	**February 2030**	**October 2028**

3.0 Project Team

During the Project's Construction Phase, the Project Team will be composed of the Project Owner (CPRA), Engineering Services During Construction Contractor, Construction Administration and Quality Assurance Contractor, Construction Contractor and other consultants as determined by CPRA, as shown in Figure 2.

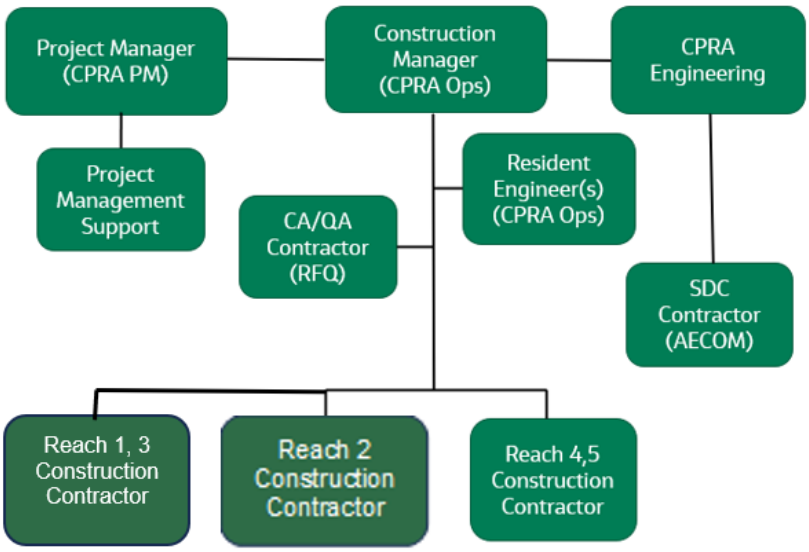


Figure 2: Project Team (Construction Phase)

- **CPRA Project Manager.** The Project Manager is responsible for Project-level senior leadership and oversight to guide implementation of the Project through functional teams. The Project Manager implements CPRA policy and plans, develops and recommends budgets and schedules, monitors and reports Project delivery progress, develops and codifies project planning and delivery functions, organizes and manages Project staff, and implements and coordinates procurement strategy. The Project Manager and support staff will provide project management and Outreach and Engagement (O&E) support as required during the Project construction phase.

- **CPRA Construction Manager.** The Construction Manager is responsible for managing construction at the Project level (all Reaches), implementation of the Project Construction Management Plan, and providing administrative guidance and oversight of Project Construction. The Construction Manager will coordinate closely with the Project Manager on all construction-related matters. The Construction Manager will be the CPRA Task Manager for the Construction Administration and Quality Assurance Contractor.

- **Resident Engineer.** The Resident Engineer will report to the Construction Manager, and will be responsible for day-to-day oversight of the Construction Contractors with support from the Construction Administration and Quality Assurance Contractor in accordance with the governing construction contract documents, plans, and specifications to include monitoring scope, quality, schedule, and cost of Project construction, reviewing Construction Contractor submittals, invoices, correspondence, and claims, and preparing reports. CPRA may appoint multiple Resident Engineers and/or Deputy Resident Engineers as necessary to perform oversight for each construction contract. The Resident Engineer(s) may be employees of CPRA or staffed by the Construction Administration and Quality Assurance Contractor, at CPRA's sole discretion.

- **Engineering Services During Construction (SDC) Contractor.** CPRA's intent is for the Project Design Team (AECOM) to provide this service. Engineering Services During Construction include responding to design and engineering-related Requests For Information (RFIs), reviewing technical submittals from the Construction Contractor, providing technical and design-related support to CPRA for the Project as requested, completing any iterative redesign work as required, preparing Change Orders, and completing and submitting Record Drawings to the CPRA once construction is completed.

- **Construction Administration and Quality Assurance (QA) Contractor**. To be procured under this RFQ. The Construction Administration and Quality Assurance Contractor will be responsible for assisting the Construction Manager and Resident Engineer(s) with administration of the construction contract, monitoring construction, and providing Quality Assurance (QA) during the Construction Phase to ensure that construction is being completed in accordance with the plans and specifications contained in the Project construction documents. As part of QA, the Construction Administration and Quality Assurance Contractor will be responsible for conducting the quality assurance testing of materials used in Project construction and work performed in accordance with established, applicable engineering standards to verify compliance with the standards outlined in the Project construction

documents. The method and frequency of testing required will depend on type of work being performed and be recommended by the Design Team as part of the overall QA/QC Plans. Refer to Enclosure 2, Scope of Work.

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

4.0 Project Features of Work

Project features generally include an intake channel and gated intake structure at the Mississippi River (MR), conveyance channel, guide levee, hurricane risk reduction levee, roadway crossings at Louisiana Highway 44 (River Road) and US Highway 61 (Airline Hwy), railroad crossings including Canadian National (CN) and Canadian Pacific Kansas City (CPKC) railroads, crossings of three major pipeline corridors, and various drainage improvements. Locations of major features are shown on Figure 3, and further description of major features is provided in the following paragraphs.

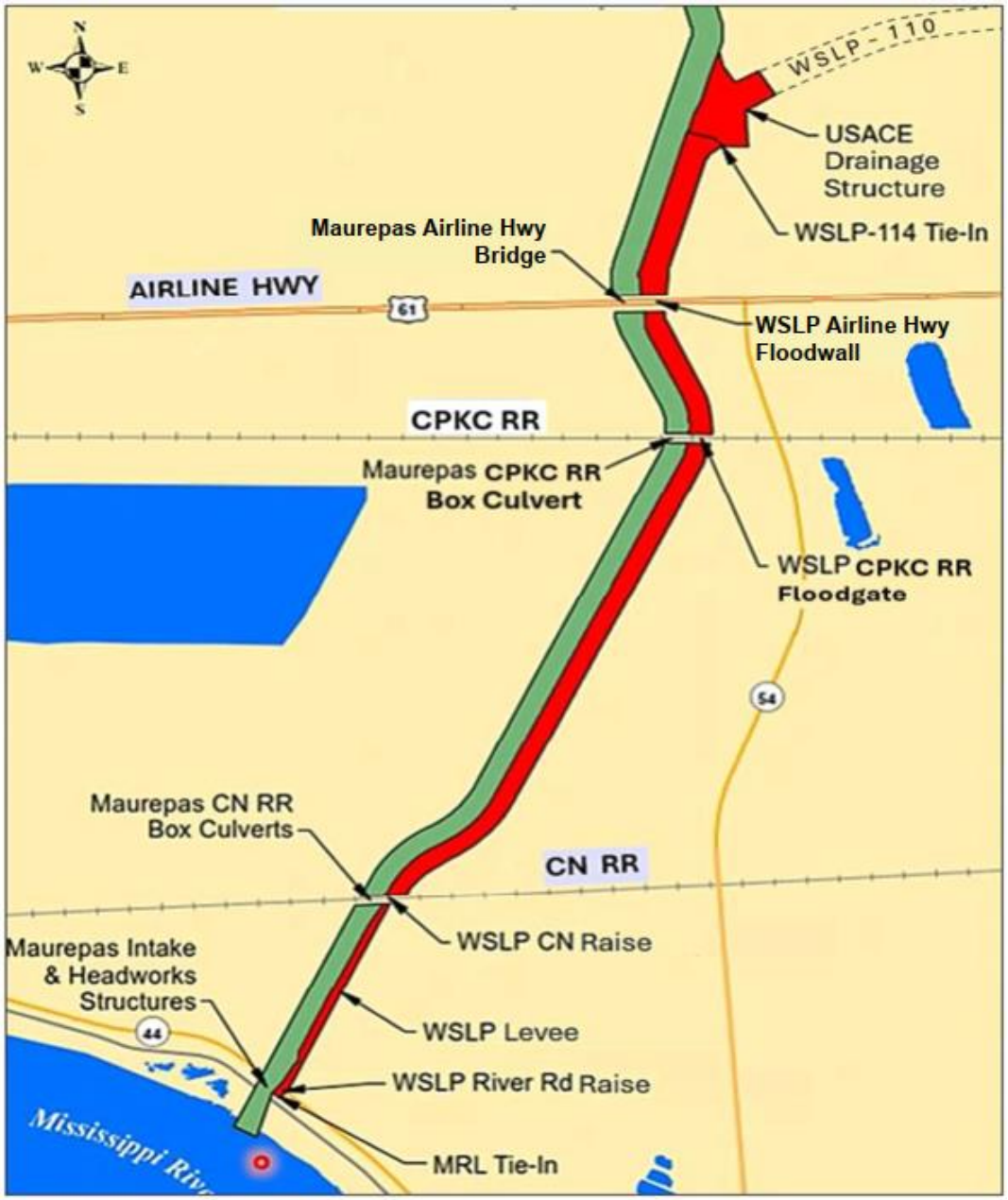


Figure 3: Project Feature Locations

4.1 Reach 1

Reach 1 extends from the MR to approximate Station 35+00, and generally includes the MR Intake and Headworks features, River Road crossing, sedimentation basin and a short segment of the conveyance channel, guide berm, and WSLP levee ending immediately upstream of the CN railroad crossing, as described below.

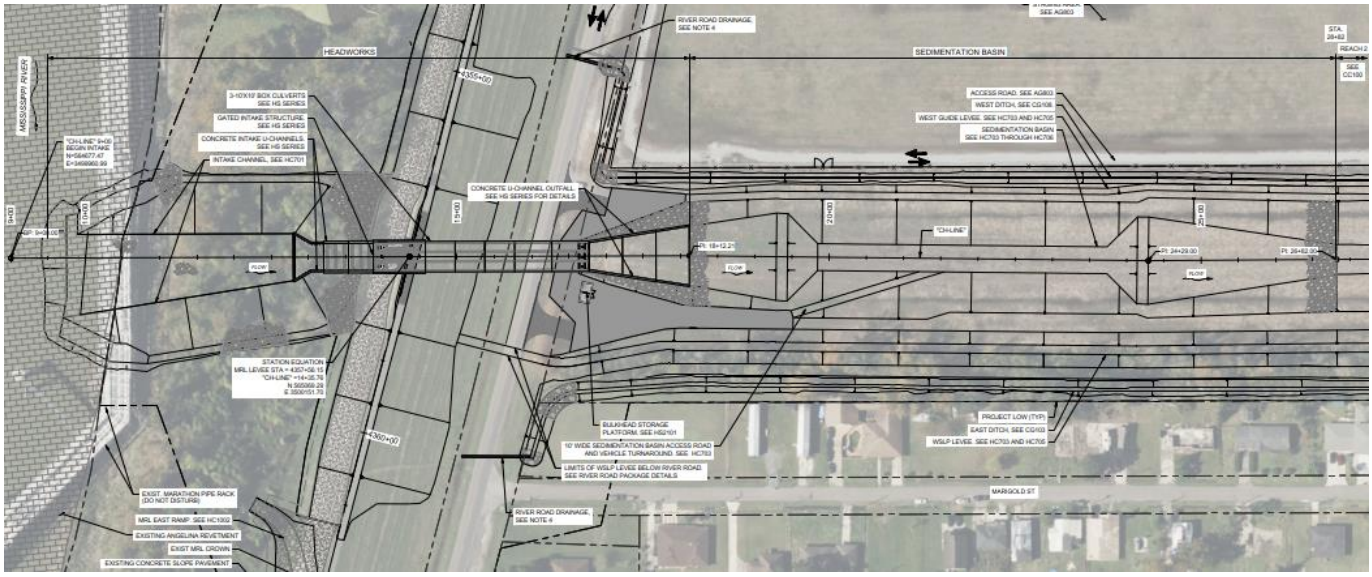


Figure 4: Reach 1 Site Plan

4.1.1 Earthen Cofferdam (Interim Levee)

To construct the intake channel and headworks structure, a cofferdam must be installed to temporarily isolate this area from the river. The Cofferdam must serve as the mainline MRL flood risk reduction (e.g., interim levee) throughout construction of the intake facilities, which is estimated to be over a year in length. As such, a fully designed retaining system is included in the construction plans rather than leaving design to the Means and Methods of the Contractor. The Cofferdam is designed to conform to all applicable USACE criteria and standards and will be approved by the USACE prior to construction.

The Cofferdam side slopes are designed to a maximum finished grade of 4H:1V. The minimum elevation of the Cofferdam is set at EL +32.0-ft NAVD88 (overbuild to 33.5 is included to account for settlement). Sheet piling was included to prevent seepage. The construction sequencing precludes use of the excavated material as fill, so imported material is designated for construction of the Cofferdam.

Historical MR stage hydrographs show that the river stage has not surpassed EL +25.0-ft NAVD88 in the past 50 years. The river data also shows generally predictable seasonal patterns; critical construction operations should be scheduled during low river stages and with additional consideration for their possible overlap with hurricane season.

Instrumentation for short-term monitoring of the cofferdam during construction and long-term monitoring of the new MRL will consist of settlement plates, extensometers, and inclinometers/ The instrumentation types and locations are detailed in the project plans and specifications for each type of instrumentation unit that will monitor vertical and lateral movement of the cofferdam and new MRL sections.

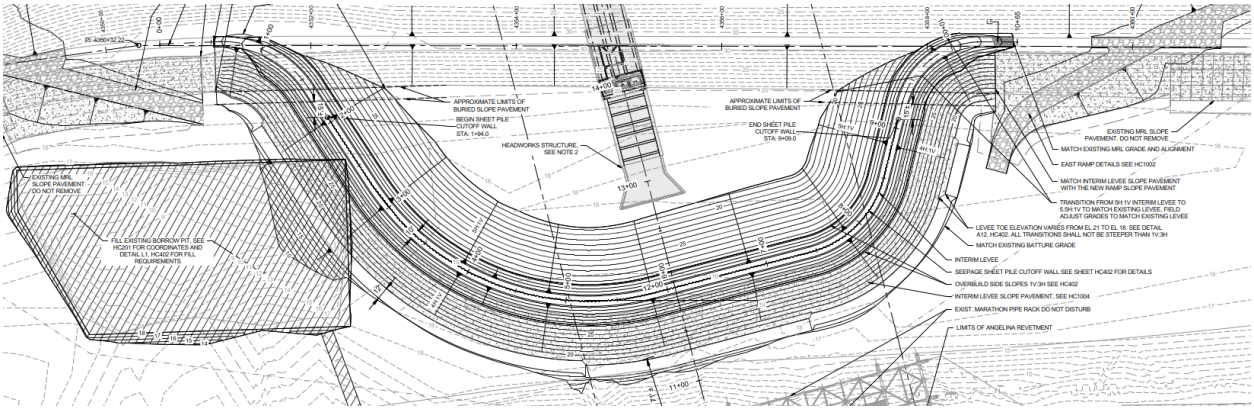


Figure 5: Interim Levee Plan

4.1.2 Intake Channel and Headworks Structure

The layout of the intake channel is approximately 400-feet long by 200-feet wide, with a bottom depth at EL (-) 4-ft NAVD88 excavated into the batture to route flow from the MR into the diversion Headworks. The channel will be lined with riprap to prevent scour. At the downstream end of the channel, three U-shaped, reinforced concrete, pile supported, inflow monoliths (U-1, U-2, and U-3) are designed to channel river flow into the gated Headworks Structure.

The Headworks Structure is designed to convey flow from the Intake Channel underneath the MRL and River Road (State Highway 44), control the flow through the diversion system, and provide the same level of flood risk reduction as the adjacent MRL.

To maximize opportunities to convey the 2,000 cfs design flow, the structure is designed to minimize head loss. The structure consists of multi-cell box culverts (three 10-foot by 10-foot) each with vertical lift gates (sluice gates). The box culverts (C-2 through C-6) will convey the flow under River Road and for approximately 140 feet through the Outflow Structures. Outflow Structures feature three pile-supported, U-frame monoliths (U-4, U-5, and U-6), forming a 135-foot-long channel that directs flow from the final box culvert (C-6) to the inlet weir of the Sedimentation Basin. The channel widens from approximately 40 feet to 153 feet, with the channel bottom sloping upward from elevation -4 feet NAVD88 to the inlet weir crest at approximately +2.5 ft NAVD88.

The new MRL will consist of a backfilled levee section that will be constructed adjacent to the Inflow Structures, Headworks Structure, and a portion of the Culvert Structures, tying into the existing MRL on either side. This backfill levee section is intended to integrate with the existing MR flood risk reduction system while accommodating new Headworks features.

A total of eight (8) stop logs and two (2) bulkheads will be provided. This configuration allows for the simultaneous closure of two bays, enabling maintenance activities to proceed in one bay while a second bay is prepared for closure. Four (4) stop logs are sufficient to achieve dewatering up to a maximum reservoir level of +10.0 ft NAVD88.

Stoplogs and bulkheads are provided to allow for dewatering for inspection and maintenance purposes. Stoplogs will be used on the intake side for dewatering, and a larger bulkhead will be used on the outflow side where it could potentially be used to provide emergency closure in the event a gate cannot be fully closed. It is anticipated that the stoplogs and bulkheads will be installed from a mobile crane adjacent to the intake or outflow sides of the structure.

A dedicated storage pad will be provided on the land side of the gate structure, adjacent to the outflow structure. The stop logs may be loaded onto a trailer using a small mobile crane and transported across River Road to the MRL access ramp. The crane can then be positioned near the structure to install the stop logs into the guide slots prior to dewatering.

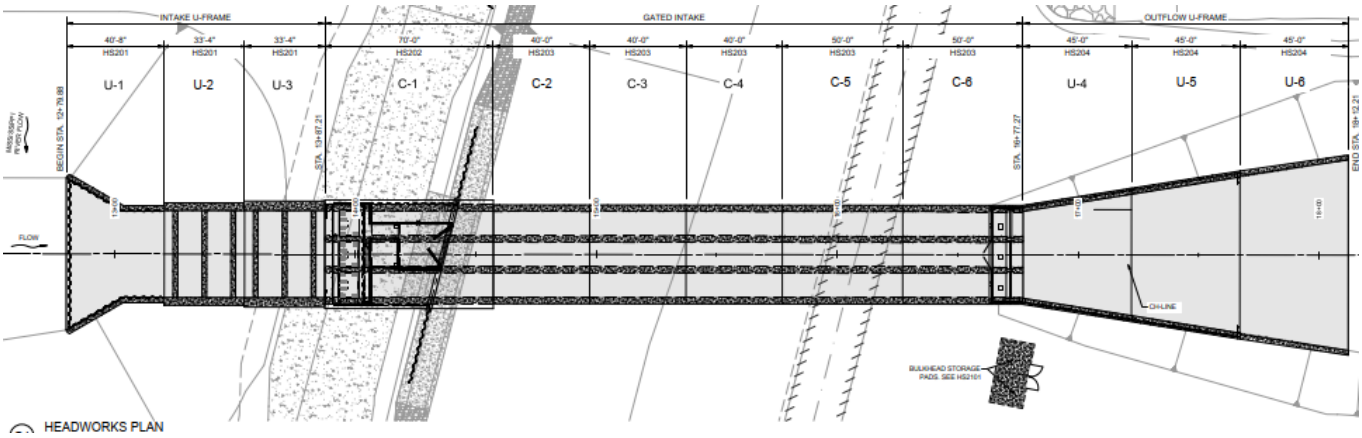


Figure 6: Headworks Plan

4.1.3 Highway 44 (River Road) Raise

The Project design includes a temporary re-alignment of River Road to allow maintenance of traffic during installation of the headworks culverts across River Road, and raising River Road for the WSLP Levee crossing at elevation +13.9 ft NAVD 88. The design includes a detailed sequence of construction for the headworks and River Road crossing, as described in Section 4.1.5. Design and construction of River Road are required to conform with LaDOTD standards and specifications.

4.1.4 Sedimentation Basin

The purpose of the Sedimentation Basin is to remove sand entrained in the MR flow stream to avoid deposition in the downstream channel reaches. The Sedimentation Basin is designed to remove sand particles ≥ 0.2-mm in diameter, to have storage capacity to accumulate an estimated six months of sediment before requiring cleaning, and to achieve a flow velocity of approximately 1-foot/s at the design flow rate to prevent re-suspension of the settled solids.

The Sedimentation Basin is designed as a 265-feet long x 186-feet wide basin with an invert elevation of EL (-)11.0 ft NAVD88, a 10-ft wide top at EL +9.0 ft NAVD88, and a 10-foot wide geotechnically reinforced access road around its perimeter. The Design Team has decided to make the reinforced access road around the basin perimeter 12-foot wide to accommodate the

larger construction vehicles used to remove the accumulated sediment. The lowering of the flood risk reduction levee elevation to EL +13.90-ft NAVD88 will provide sufficient room to provide the wider roadway surface. Beyond the Sediment Basin, the Conveyance Channel guide levee crowns will serve as the access roads, designed as 10-foot wide to accommodate light trucks used by monitoring personnel.

4.1.5 Construction Phasing

The proposed phased construction plan for the Cofferdam, Intake Structure, and Headworks is summarized below:

- Phase I – Construct Access Ramps and Partial Cofferdam

  Construct levee access ramps, remove levee slope paving to nearest joint beyond ramps, fill east end of batture pond with select fill, and provide 10-foot bench to toe of Cofferdam at EL +18.0 ft NAVD88. Fill remainder of pond with site-supplied material to EL +18.0-ft NAVD88, construct Cofferdam to full width at EL +22.0-ft NAVD88 and drive 65-foot ± sheet piling along Cofferdam C/L flush to EL +22.0-ft NAVD88.

- Phase II – Completion of Cofferdam Construction

  Complete cofferdam construction to EL +33.5-ft NAVD88 (includes 1.5 feet of overbuild).

- Phase III – By-Pass Roadway and Initial Culvert Construction

  Remove section of MRL landside toe, construct by-pass roadway south of existing River Road, remove section of River Road. Install sheet piling for excavation on north side of by-pass, excavate, construct temporary access road. Install culvert sections C-5, C-6, U-4, U-5 and U-6, and cut and remove or drive sheet piling 1 foot below grade.

- Phase IV – Reconstruction of River Road and Removal of By-Pass

  Reconstruct River Road in its original location with a raised elevation such that the top of the select fill is above the WSLP design EL +13.50-ft at the crossing of the new WSLP levee section. Remove the roadway by-pass. Coordinate construction sequence to maintain drainage during all phases.

- Phase V – Construction of Culvert on South End

  Install sheet piling for excavation both north and south of the southern sections of the diversion culverts, partially excavate, install TRS on each side at north end of culvert. Complete excavation, construct temporary access roads to bottom of excavation. Install culvert sections C-1, C-2, C-3, C-4 and U-frame U-1, U-2, and U-3. Cut and remove or drive sheet piling 1-foot below grade and backfill.

- Phase VI – MRL Construction and Cofferdam Removal

Reconstruct MRL to EL +33.5-ft NAVD88, providing overbuild for anticipated settlement. Tie east and west ends into original section, install slope paving except for small area adjacent to intake structure. Degrade Cofferdam to batture existing grade at EL +18.0-ft NAVD88.

- Phase VII – U-Channel Construction

  Grade area around U-frames U-1 and U-2 to EL +12.0-ft NAVD88. Install sheet pile wall and construct U-1 and U-2.

- Phase VIII – Final Stage

  Excavate Intake Channel on north side of seepage cut-off piling. Drive piling to EL +18.0-ft NAVD88. Cut piling within Intake Channel to match design grade, armor channel with riprap. Excavate channel south of piling to bank of MR, armor channel. Replace slope paving to original condition; leave east and west levee ramps for permanent access.

4.2 Reach 2 (CN Railroad Crossing)

Reach 2 is an approximately 1,000-foot reach (Station 35+00 to Station 45+00) continuing the conveyance channel and levees from Reach 1 and incorporating the crossing of the CN Railroad. The diversion crossing at CN Railroad will consist of four 12 foot x 12 foot cast-in-place concrete box culverts under the tracks, connecting to the Conveyance Channel on each side. The crossing will be designed to accommodate four tracks, including the two existing tracks and two future tracks. The concrete diversion culverts running beneath all current and future rail lines are designed to meet current USACE, CN Railroad and industry guidelines.

The design includes a shoofly to temporarily re-route train traffic during culvert construction. The shoofly is designed to run on the north side of the existing tracks, starting approximately 1,550 feet east of the culvert centerline and extending to 1,200 feet west of the centerline. The curvature, radius, tangent distances, and other shoofly characteristics were designed to meet the American Railway Engineering and Maintenance-of-Way Association (AREMA) standards.

The proposed four-line railroad crossing design is comprised of a 0.5% sloped rail profile that brings the existing tracks up and over the required flood risk reduction elevation of EL +13.9-ft NAVD88. The base of the rail of the raised track aligns with the WSLP levee alignment. Direct fixation track will be attached to the concrete slab of the levee. The embankment will be similar to that of a levee, with impervious materials constituting as much of it as possible, except for any required ballast or sub-ballast materials. The total length of track corridor that requires alteration due to the rise is approximately 3,000 feet.

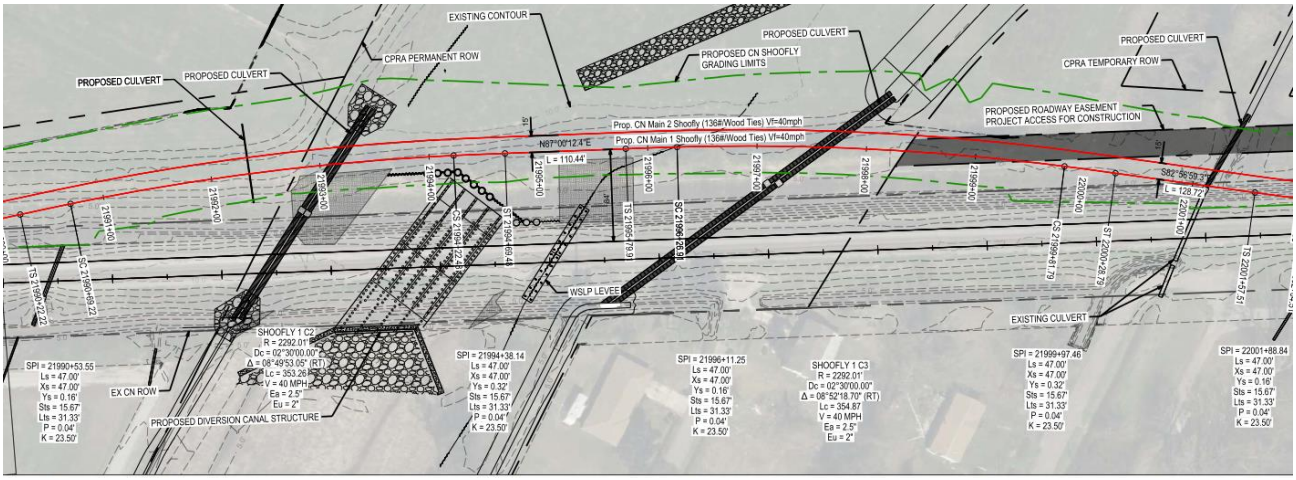


Figure 7: CN Railroad Crossing Plan

4.3 Reach 3

Reach 3 includes approximately 4,500 feet of conveyance channel, west guide levee, WSLP Levee, and east and west drainage ditches, beginning north of the CN Railroad at approximate Station 45+00 and ending south of CPKC Railroad at approximate Station 90+00. A general description of conveyance channel and levee features is provided in Section 4.6.

4.4 Reach 4 (CPKC Railroad Crossing)

Reach 4 is an approximately 1,500-foot reach (Station 90+00 to Station 105+00) incorporating the crossing of the CPKC Railroad. The diversion crossing at CPKC Railroad will consist of four 14-foot wide x 10-foot high reinforced concrete box culverts under the tracks, connecting to the Conveyance Channel on each side. The crossing is designed to accommodate two tracks, including the one existing track and one future track. The concrete diversion culverts running beneath all current and future rail lines are designed to meet current USACE, CPKC Railroad and industry guidelines.

The proposed CPKC crossing of the WSLP levee consists of a swing gate closure with flanking floodwall monoliths that tie into levee on either side. The gate's clear opening size is 37 feet, sized to accommodate two tracks and CPKC-required clearances from the centerline of track to the edge of obstruction (8 ft-6 in). The proposed steel swing gate is 5.69-feet high by 37-feet wide. The gate is designed in accordance with USACE EM 1110-2-2107, Design of Hydraulic Steel Structures. The 50-foot long by 10-foot wide gate monolith is extended beyond the gated opening to the north and south until site grading can begin the slope upward to the full levee section. Top of slab for the gate monolith is EL +3.00-ft NAVD88 and the top of sill beam, which extends up from the slab and matches existing CPKC top of Rail, is EL +8.13-ft NAVD88. The proposed design incorporates steel HP foundation piles, sheet pile seepage cutoff wall, and adjacent T-wall monoliths of similar construction to tie into the WSLP levees to the north and south. All structures are designed to the WSLP 2070 Design Elevation (+13.9-ft NAVD88).

The design includes a shoofly to temporarily re-route train traffic during culvert and flood gate construction. CPKC RR's existing speed limit along this section of track is 49 mph. The geometry must be such that a minimum of 35-40-mph can be maintained. Design of all railroad components meets the requirements of AREMA, 49 CFR Part 214, as well as the specific standards of CPKC RR.

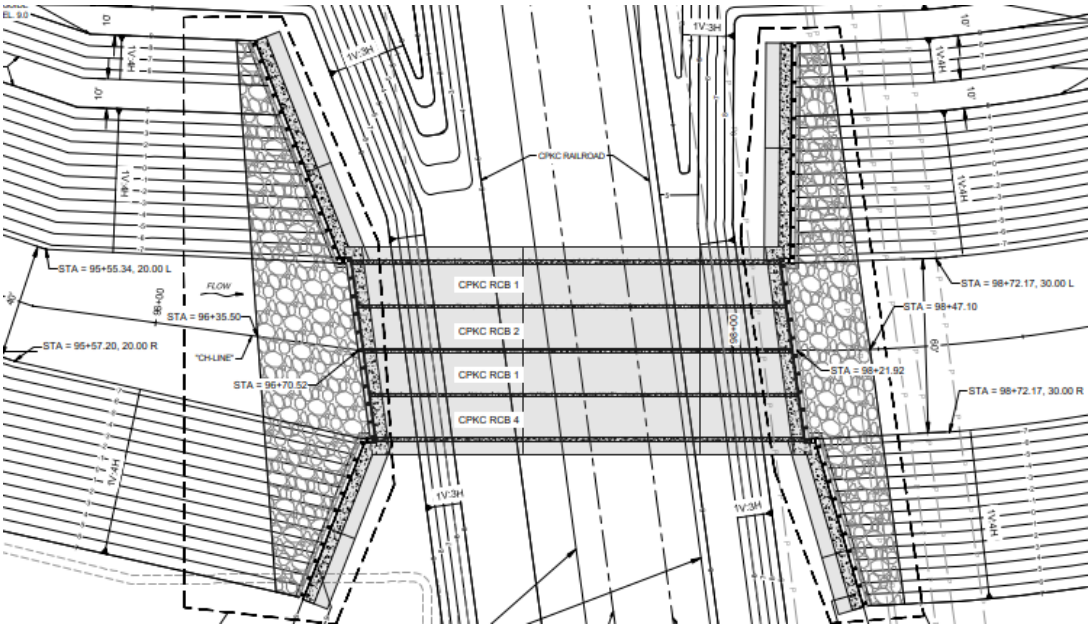


Figure 8: CPKC Railroad Culvert Crossing Plan

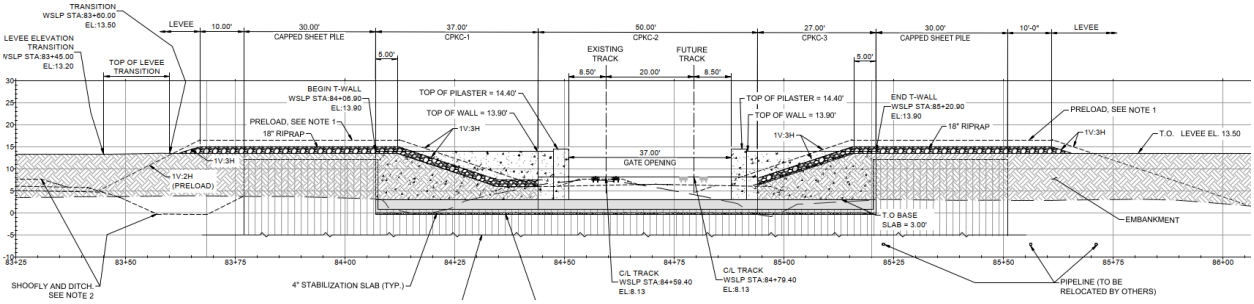


Figure 9: CPKC Railroad Floodgate Section

4.5 Reach 5 (Airline Hwy Crossing)

Reach 5 is an approximately 4,000-foot reach (Station 105+00 to Station 145+00) incorporating the pipeline corridor crossing south of Airline Hwy (see Section 4.7), the Airline Hwy crossing, and the WSLP levee tie-in to the Hope Canal Drainage Structure (WSLP 114-a).

Airline Hwy is a 4-lane divided highway with a 30-foot median running east-west across the project corridor. The highway must be raised to accommodate crossings of the Maurepas Diversion elements, the WSLP flood risk reduction features, and Project drainage features. The design includes a bridge at Airline Hwy to maintain the functionality of this major transportation corridor while allowing the diversion channel and associated project features to pass beneath the

roadway. The design consists of separate twin bridge structures, each approximately 1,586 feet in length and 52.5 feet in width. The bridges will be concrete construction utilizing concrete AASHTO LG-63 and LG-78 bridge girders and are designed in accordance with LADOTD standards. The bridge configuration will accommodate six total lanes of traffic along US 61, consisting of three 12-foot eastbound lanes and three 12-foot westbound lanes. The design includes adjacent surface roadways for maintenance of access to existing driveways.

The WSLP crossing design is comprised of reinforced concrete inverted T-wall monoliths founded on steel HP foundation piles and with sheet pile seepage cutoff wall. A break in the levee is required beneath the proposed Airline Hwy bridge because geometry, roadway codes, and other site limitations do not allow for the efficient creation of an over-levee option, and necessary bridge structure dimensions limit what flood risk reduction features can be built underneath. The floodwall alignment through this area is designed to link the levee to the north and south in the shortest route possible while avoiding new Airline Hwy bridge bents and their pile foundations (above and below ground). The total length of floodwall alignment is approximately 272 feet. The full length has a top of wall elevation of +13.9-ft NAVD88 and top of slab elevation of +3.00-ft NAVD88.

Other Maurepas Diversion features at the Airline Hwy crossing, including the conveyance channel and guide levees, are designed as described in Section 4.6.

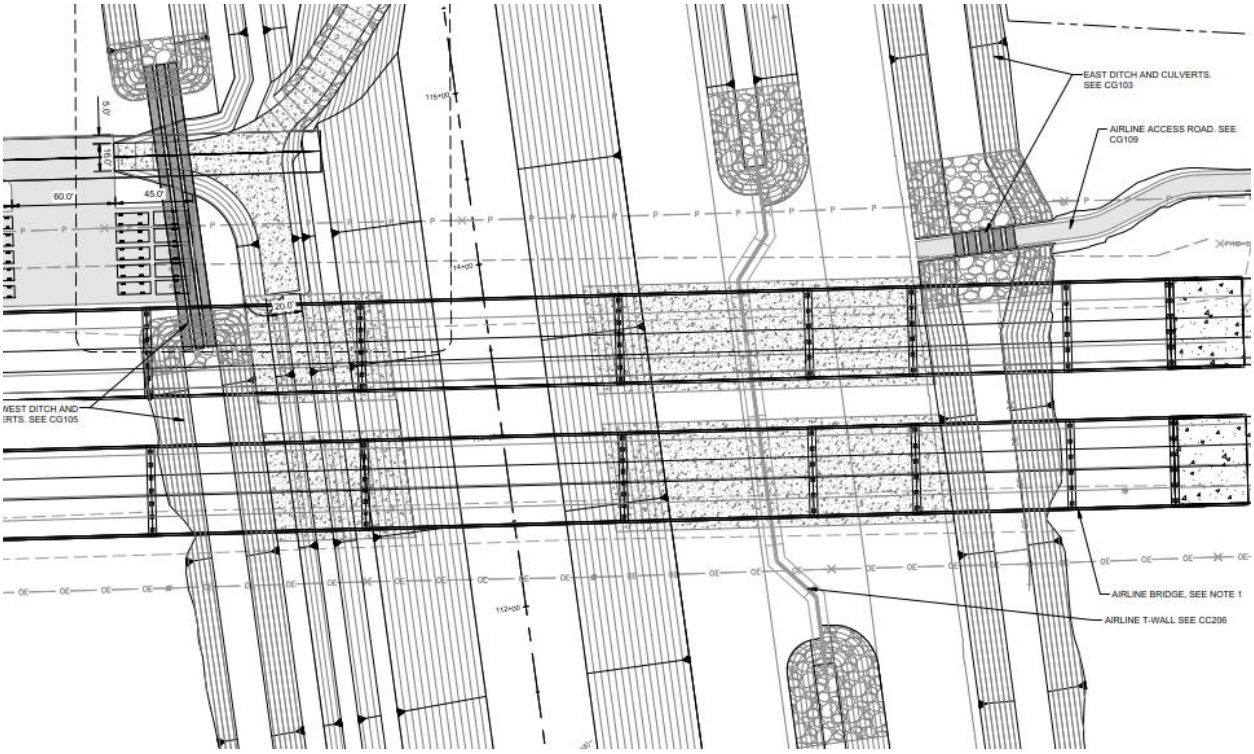


Figure 10: Airline Hwy Crossing Plan

4.6 Conveyance Channel and Levees

The design cross-section of the Conveyance Channel for Reaches 1 through 3 (up to the CPKC crossing) consists of a 40-foot bottom width with 4H:1V sides slopes with a bottom elevation varying from -5.5-ft to -7.25-ft NAVD88. North of the CPKC crossing the channel transitions to a 60' bottom width. The west guide levee has a 4H:1V fore slope (south of CPKC), 3H:1V fore slope (north of CPKC), 3H:1V back slope, and 10-foot-wide crest at El +9.0 NAVD88.

The WSLP Levee doubles as the Conveyance Channel's east guide levee. The typical design section has a 10-foot wide levee crown, which also serves as the Conveyance Channel access road, and 3H:1V side slopes. To the east the levee slopes down to approximate EL +6.0-ft NAVD88 for the CN RR to CPKC RR section and EL +2.75-ft NAVD88 for the section from CPKC RR to Airline Hwy. After slopes meet these elevations, there is a 25-foot wide mostly level surface (graded only for drainage) followed by the East Drainage Ditch. To the west, a 55-foot wide stability berm is provided between the levee and Conveyance Channel slopes.

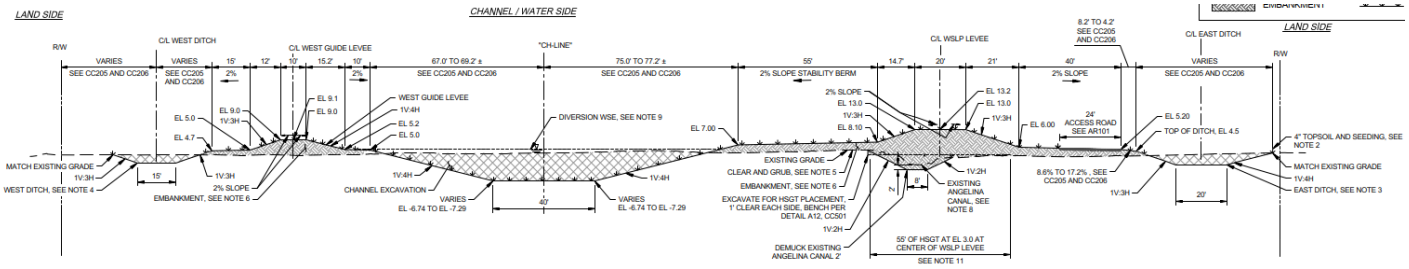


Figure 11: Typical Channel and Levee Section

4.7 Utilities and Pipeline Corridors

The Conveyance Channel intersects numerous utility and industrial product pipeline rights-of-way. The WSLP flood risk reduction features run parallel and adjacent to the Maurepas Diversion features from the MRL to approximately 2,500 feet north of Airline Highway. The levees, T-walls, and floodgates that comprise the flood risk reduction features will therefore cross many of the same utilities and pipelines as the Maurepas Diversion, though the precise locations will be slightly different from one another. To construct the Maurepas diversion and WSLP levee, these utilities and other infrastructure components must be relocated to positions that will not adversely affect the construction process yet allow continued operation of the utilities\infrastructure elements.

There are six key locations along the proposed Maurepas Diversion\WSLP Project ROW that have numerous utilities and/or product lines which intersect the proposed alignment. These locations include River Road, CN RR, CPKC RR, Airline Hwy, I-10, two major pipeline corridors between CPKC Railroad and Airline Hwy (Reach 4), and a third major pipeline corridor which runs across the central swamp between Airline Hwy and I-10. CPRA has been in

coordination with utility and pipeline owners to execute agreements and conduct relocations prior to Project construction; however, coordination of Project work with ongoing utility relocations may be required / expected during the construction period.

4.8 Reach 6

Reach 6 begins approximately 2,500 feet north of Airline Hwy and incorporates approximately three miles of the Maurepas Diversion conveyance channel and guide levees (east and west), following the existing Hope Canal and ending 1,000 feet north of I-10. Phase 1 of Reach 6 construction has been completed, which included the initial dredging of the Hope Canal and placement of dredged material on the banks of the channel along the guide levee alignments. Dredging of the channel to its full section, and completion of the guide levees, will be completed under Phase 2.

Additional Reach 6 features include culvert / valve structures designed to maintain existing polder drainage and allow beneficial dispersion across the guide levees, and embankment cuts north of I-10 to promote dispersion of diverted water into the northern swamp. No WSLP project features are included in Reach 6.

Reach 6 is not included in the Scope of Services for the Construction Administration and Quality Assurance contractor selected under this RFQ.

4.9 Other Relevant Information

The information provided on the Project's features of work is based on the most recent versions (65%-95% Design) of the Design Documentation Report (DDR), plans, and specifications and may change as the design is further developed and finalized.

Additional information on the Project may be found at River Reintroduction Into Maurepas Swamp | Coastal Protection And Restoration Authority.

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Enclosure 2: Scope of Services

Scope of Services

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1.0 Introduction

The Coastal Protection and Restoration Authority (CPRA) is responsible for planning, designing, evaluating, permitting, implementing, maintaining, operating, and monitoring Coastal Restoration and Flood Protection projects in the Louisiana Coastal Zone. CPRA is seeking to select a firm to provide Construction Administration and Inspection services as directed by CPRA, for the River Reintroduction into Maurepas Swamp and West Shore Lake Pontchartrain Project (Project Number PO-0029) (Maurepas Diversion or Project). The Project is located on the east bank of the Mississippi River at mile 144.2 near Garyville, Louisiana, and terminating in the swamp approximately 1,000 feet north of I-10. The project will benefit approximately 45,000 acres of coastal forest by reconnecting the Mississippi River to the Maurepas Swamp, thereby improving the swamp ecosystem health and function. Refer to Enclosure 1, Project Overview, for additional Project details.

2.0 General Administration and Coordination

CPRA's goal is to deliver a quality Project that meets CPRA's needs, within CPRA's budget, and within CPRA's schedule, at a reasonable and appropriate cost to CPRA. CPRA's intent is for CPRA, Construction Administration and Quality Assurance Contractor, Design Team, and other contractors and consultants supporting the Project to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in the Project as a team at all times, to proceed on the basis of trust, confidence, and good faith, and use their best skill and effort in their activities on the Project to meet this goal.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA, as represented by the Construction Manager and Resident Engineer, with construction administration and Quality Assurance (QA) to ensure that construction is being completed in accordance with the plans and specifications contained in the Project construction documents. The CPRA Construction Manager will be responsible for management of all Project construction (all Reaches) and will serve as the CPRA Task Manager for the Construction Administration and Quality Assurance Contractor. The Resident Engineer will report to the Construction Manager and will be responsible for day-to-day oversight of the Construction Contractor.

As part of construction administration, the Construction Administration and Quality Assurance Contractor is responsible for monitoring the implementation of the Construction Contractor's Work Plan, to include the Health, Safety, Security, and Environment (HSSE) Plan, Environmental Management Plan, and Hurricane and Severe Storm Plan. As part of QA, the Construction Administration and Quality Assurance Contractor is responsible for monitoring the implementation of the Construction Contractor's Quality Control (QC) Plan, conducting QA inspections of the work performed by the Construction Contractor, and QA testing of materials used by the Construction Contractor in Project construction to verify compliance with the standards and requirements outlined in the Project construction documents and the Construction Contractor's QC Plan. The method and frequency of QA inspections and testing required will depend on type of work being performed.

The Construction Administration and Quality Assurance Contractor is expected to provide a Project Manager to serve as its primary point of contact for CPRA, to lead and manage the staff assigned to the Project. The Project Manager for the Construction Administration and Quality Assurance Contractor should be a full-time employee for the prime contractor, a Professional Engineer registered in the State of Louisiana or a Certified Construction Manager (CCM), possess a Bachelor of Science in Civil Engineering or other appropriate technical discipline, and have at least 15 years of project and/or construction management experience, preferably working in the local region on projects that are similar in scope to this Project. In addition to the above experience and education requirements, the Project Manager should have completed the course entitled "Construction Quality Management for Contractors" within the past 5 years. This course is periodically offered at the New Orleans District and other Corps of Engineers districts.

The Construction Administration and Quality Assurance Contractor is expected to provide a Deputy Project Manager to serve as the Project Manager in their absence. The Deputy Project Manager should be a full-time employee of the prime contractor or one of their subcontractors, be a Professional Engineer (PE) registered in the State of Louisiana or a Certified Construction Manager (CCM), possess a Bachelor of Science in Civil Engineering or other appropriate technical discipline, and have at least 5 years of experience in responsible charge of managing DOTD road and/or bridge construction projects, preferably working in the local region on projects that are similar in scope to this Project. The Deputy Project Manager may perform other duties but must be allowed sufficient time to perform QA duties for Highway 61, Highway 44, and Highway 54 roadway and bridge features.

The Construction Administration and Quality Assurance Contractor may provide up to two (2) Resident Engineers to perform day-to-day oversight of Construction Contractor in accordance with the governing contract documents. The Resident Engineer(s) should be full-time employees of the prime contractor or one of their subcontractors, be a Professional Engineer (PE) registered in the State of Louisiana, possess a Bachelor of Science in Civil Engineering or other appropriate technical discipline, and have at least 5 years of experience in responsible charge of managing construction projects, preferably working in the local region on projects that are similar in scope to this Project. CPRA may elect to staff the Resident Engineer roles with CPRA employees, at CPRA’s discretion.

The Construction Administration and Quality Assurance Contractor is also expected to provide a Principal Executive to serve as its primary point of contact for CPRA executive leadership and to supervise the Project Manager assigned to the Project. The Principal Executive for the Construction Administration and Quality Assurance Contractor should be a senior leader in the firm and be responsible for overall quality management of the tasks performed under this contract. The Principal Executive should be able to resolve potential contractual concerns communicated by CPRA and empowered to sign contractual documents as a duly authorized representative and/or owner of the firm.

The Construction Administration and Quality Assurance Contractor may also propose and provide administrative and technical staff members in addition to staff specified to provide any

additional administrative, logistical, technical and management support needed to meet the requirements described in this Scope of Services.

Copies of the current Project construction documents, to include the plans and specifications, will be provided to the Construction Administration and Quality Assurance Contractor by CPRA once the NTPs for construction have been issued.

The Scope of Services described herein will be performed by the Construction Administration and Quality Assurance Contractor for each construction contract package associated with Reaches 1 through 5, as listed below. Contract packaging may be updated prior to construction advertisement at CPRA's discretion.

- Construction Contract Package 1: Reaches 1 and 3
- Construction Contract Package 2: Reach 2
- Construction Contract Package 3: Reaches 4 and 5

3.0 Construction Administration Services Required

Project construction will begin once a Construction Services contract is executed and a construction NTP is issued. The Construction Contractor will provide office space and a meeting area in temporary construction trailers after construction NTP. The staff located at the Construction Field Office may vary depending on the scheduled Project activities and the experience/expertise required to manage construction, administer the active construction-related contracts and to logistically and administratively support the office.

Office space in the Construction Field Office for up to ten (10) members of the Construction Administration and Quality Assurance Contractor's team will be provided at no cost by the Construction Contractor.

3.1 Project Meetings

Project Preconstruction Conference. After the execution of each contract for Construction Services and all required construction support services, CPRA will schedule and manage a Project Preconstruction Conference. At this meeting, all contractors will be oriented to the Project and to CPRA procedures and lines of authority for contractual, administrative, and construction matters. At a minimum, the Project Manager from the Construction Administration and Quality Assurance Contractor will participate in this meeting.

Quality Control Coordination Meeting. After the Preconstruction Conference, before start of construction, and prior to acceptance by CPRA of the Construction Contractor's Quality Control (CQC) Plan, the Construction Contractor will meet with the CPRA Construction Manager, Resident Engineer, and representatives from the Construction Administration and Quality Assurance Contractor to discuss the Construction Contractor's quality control system. The Construction Contractor will be responsible for publishing the meeting agenda and meeting minutes. During the QC Coordination Meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities,

testing, administration of the system for both onsite and offsite work, and the interrelationship of Construction Contractor's management and control with CPRA. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understanding and/or address deficiencies in the CQC system or procedures which may require corrective action by the Construction Contractor.

Bi-Weekly Progress Meetings. CPRA will conduct bi-weekly progress meetings with the Construction Contractor to review status and coordinate resources. The Construction Contractor will prepare the agenda in consultation with the Resident Engineer, Project Management support staff, and Construction Administration and Quality Assurance Contractor and distribute copies to all planned participants at least three days prior to the meeting. Attendees should include representatives from CPRA, Construction Administration and Quality Assurance Contractor, Construction Contractor, and others as required. These meetings will be held in the Field Construction Office or at an appropriate site on the day and at the time agreed to during the Project Pre-Construction Conference.

Monthly Schedule Review Meetings. CPRA will conduct a monthly meeting to address schedule items. The Construction Contractor will prepare the agenda in consultation with Resident Engineer, Project Management support staff, and Construction Administration and Quality Assurance Contractor and distribute copies to all planned participants at least three days prior to the meeting. Attendees should include representatives from CPRA, Construction Administration and Quality Assurance Contractor, Construction Contractor, other appropriate Contractors, and other stakeholders as required.

Other Meetings. CPRA may conduct other meetings to address specific issues as required. The Construction Administration and Quality Assurance Contractor may be requested to participate in and/or facilitate these meetings.

3.2 Project Site Safety

The responsibility for safety on the Project site rests with the Construction Contractor. In order to avoid accidents and obstructions on the job, which are caused by lack of planning, a Pre-Work Safety Plan/Accident Prevention Plan may be required to be prepared by the Construction Contractor for each phase of the Project prior to the start of construction during that phase of work. A Pre-Work Safety Plan should list the steps of a job in sequence, the probable hazard(s) associated with the type of work, and the control action to be taken.

Each prime contractor on the Project site is responsible for the safe performance of all their subcontractors. It is essential that everyone on the Project site have a mutual understanding of the safety requirements as outlined in the Construction Contractor's HSSE Plan before commencement of work.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in monitoring Construction Contractor compliance with their HSSE Plan and for the health, safety, and security of the Field Construction Office. Notes and observations on Construction Contractor compliance with their HSSE should be recorded on the Daily QA Activity Report prepared by the Construction Administration and Quality Assurance Contractor.

3.3 Environmental Protection

All construction operations are potentially degrading to the environment unless adequate safeguards are instituted. The Construction Contractor is responsible for reporting and cleaning up spills associated with construction of the Project and should immediately report and respond to spills of Hazardous Materials such as gasoline, diesel fuel, motor oils, solvents, chemicals, toxic and corrosive substances, and other material that are a threat to public health or the environment. The Construction Contractor is responsible for immediately reporting past spills encountered during construction and current spills not associated with construction.

It is incumbent upon all contractors on the Project site to become familiar with the kinds of pollution generated by construction operations inherent to this Project to ensure that appropriate safeguards that eliminate pollution, or control pollution, within tolerable and legal limits, are implemented and compliance with all applicable permits.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in assuring Construction Contractor's compliance with their Environmental Management Plan and any associated permit requirements. Notes and observations on Construction Contractor compliance with their Environmental Management Plan and any associated permit requirements should be recorded on the Daily QA Activity Report prepared by the Construction Administration and Quality Assurance Contractor.

3.4 Quality Management

Obtaining quality construction is the combined responsibility of the CPRA, Construction Contractor, Design Team, and Construction Administration and Quality Assurance Contractor, with the mutual goal of delivering a quality Project conforming to all contractual requirements. The contract requirements will establish the quality required for the Project to be constructed in compliance with applicable technical standards and permitting requirements. Quality Control (QC) is the means by which the Construction Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the construction contract. The Construction Contractor is ultimately responsible for the quality of their work and compliance with the construction contract documents and specifications. Quality Assurance (QA) is the means by which CPRA ensures Quality Control is being done by the Construction Contractor and the quality of the end-product.

Quality Control. Quality Control is the set of procedures intended to ensure that the final product or service adheres to a defined set of quality criteria or meets CPRA requirements. The Construction Contractor is responsible for QC and will be required to establish and maintain an effective Quality Control (QC) system and perform such QC as is needed to assure that all items of work, including that of subcontractors, conform to contract requirements. The QC system should consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system should cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Construction Contractor will furnish, for review by CPRA, the Contractor Quality Control (CQC) Plan proposed to implement the contract requirements. The plan will identify personnel,

procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started, in accordance with the construction contract. Acceptance is conditional and will be predicated on satisfactory performance during the construction. CPRA reserves the right to require the Construction Contractor to make changes to its CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. After acceptance of the CQC Plan, the Construction Contractor will notify CPRA in writing of any proposed change. Proposed changes are subject to acceptance by CPRA. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

The Construction Contractor is required to appoint a CQC System Manager and additional qualified personnel sufficient to ensure safety and construction contract compliance. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Construction Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff will be subject to acceptance by CPRA.

The Construction Contractor’s CQC System Manager will be an individual within the onsite work organization who will be responsible for overall management of CQC and have the authority to act in all CQC matters for the Construction Contractor. This CQC System Manager will be on the site at all times during construction and will be employed by the Construction Contractor. The CQC System Manager may not have any other duties than QC.

In addition to CQC personnel specified elsewhere in the contract, the Construction Contractor will be required to provide as part of its CQC organization, specialized personnel to assist the CQC System Manager for the following areas: electrical, mechanical, civil, structural, environmental, materials technician, submittals clerk, and testing, adjusting and balancing specialist.. These individuals may be employees of the Construction Contractor or one of its subcontractors, be responsible to the CQC System Manager, be physically present at the construction site during work on their areas of responsibility and have the necessary education and/or experience in their areas of expertise. These individuals may perform other duties but must be allowed sufficient time to perform their assigned QC duties as described in the Quality Control Plan. A single person may cover more than one area provided that they are qualified to perform QC activities in each designated field of expertise and if his/her workload allows.

The CQC System Manager will be responsible for certifying that all submittals and deliverables comply with the construction contract requirements.

At least three phases of control will be conducted by the CQC System Manager for each definable feature of the construction work as follows:

(1) Preparatory Phase. The preparatory phase meeting is performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. The preparatory phase may include a joint preparatory meeting (Field Construction Office staff and Construction Contractor personnel). Both parties should ascertain that there is a firm understanding of contract requirements; that materials and equipment have been tested, submitted, and approved; that provisions have been made for control testing; that preliminary work has been satisfactorily completed; that materials and equipment on hand conform to approved shop drawings; and that sufficient quantities of necessary materials are at the work site. This phase should include:

- A review of each paragraph of applicable specifications;
- A review of the drawings;
- A check to assure that all materials and/or equipment have been tested, submitted, and approved;
- Review of provisions that have been made to provide required control inspection and testing;
- Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract;
- A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored;
- A review of the appropriate activity hazard analysis to assure safety requirements are met;
- Discussion of procedures for controlling quality of the work including repetitive deficiencies; Document construction tolerances and workmanship standards for that feature of work;
- A check to ensure that the portion of the plan for the work to be performed has been accepted by CPRA; and
- Discussion of the initial control phase.

The results of the preparatory phase actions should be documented by separate minutes prepared by the CQC System Manager and attached to the Daily CQC Report. The Construction Contractor should instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

(2) Initial Phase. The initial phase is performed when construction is initiated on a definable feature of work. The initial phase may include a joint inspection (Field Construction Office staff and Construction Contractor personnel). Both parties should establish standards of workmanship and review the requirements for control testing. The following shall be accomplished during this phase:

- A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting;
- Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing;
- Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate;
- Resolve all differences; and

- Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

CPRA should be notified by the Construction Contractor at least 24 hours in advance of the beginning the initial phase. Separate minutes of this phase should be prepared by the CQC System Manager and attached to the Daily CQC Report. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

(3) Follow-up Phase. Follow-up inspections should be performed daily to ensure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks should be made a matter of record in the CQC documentation. Final follow-up checks should be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Construction Contractor should not build upon nor conceal non-conforming work. The knowledge and understanding provided by the preparatory meeting and initial inspection should serve as a guide for follow-up inspections. Follow-up inspections include any required control testing.

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

The Construction Contractor's QC system should not be accepted without question. The burden of proof of contract compliance rests with the Construction Contractor and is not assumed by CPRA.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in assuring Construction Contractor compliance with their CQC Plan. The Construction Administration and Quality Assurance Contractor will closely coordinate its Quality Assurance (QA) activities with the Construction Contractor's CQC System Manager and the Resident Engineer, may participate in one or more of the three phases of control conducted by the CQC System Manager, and will be familiar with all Project plans, specifications, and relevant construction contract provisions. Notes and observations on Construction Contractor compliance with their CQC Plan and performance/activities of the Construction Contractor's CQC System Manager should be recorded on the Daily QA Activity Report prepared by the Construction Administration and Quality Assurance Contractor.

QC Testing. In general, the latest version of the New Orleans District Construction Control Manual (NODCC Manual) will be used to determine the minimum number and types of tests to be made for work to be performed. The latest version of the DOTD's Quality Assurance Manual will be used to determine the minimum number and types of tests to be made for any road work and highway bridge work. The technical specification sections may include testing and/or frequency requirements other than those listed in these manuals. The more comprehensive requirements will govern in case of conflict.

The Construction Contractor should perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. The Construction Contractor should notify CPRA at least 24 hours prior to all QC testing to coordinate simultaneous Quality Assurance tests if CPRA elects to do so. Upon request, the Construction Contractor will furnish CPRA duplicate samples of test specimens for possible testing by CPRA. Testing includes operation and/or acceptance tests when specified. The Construction Contractor will procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the Project site. The Construction Contractor should perform the following activities and record and provide the following data:

- Verify that testing procedures comply with contract requirements;
- Verify that facilities and testing equipment are available and comply with testing standards;
- Check test instrument calibration data against certified standards; and
- Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

Field soil sampling and testing locations should be recorded using GPS coordinates. Results of all tests taken, both passing and failing tests, should be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test should be given. An informational electronic copy (PDF file of actual test result) of all material tests performed (regardless of whether performed by an offsite test facility or an on-site test facility) should be electronically transmitted to CPRA within 24 hours of test report completion. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for the Construction Contractor. CPRA will provide the required template for data transmission at the CQC Plan Coordination Meeting.

CPRA reserves the right to check laboratory equipment in the Construction Contractor's proposed laboratory for compliance with the standards set forth in the construction contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel should meet criteria detailed in ASTM D3740 and ASTM E329. All laboratory facilities, personnel, and equipment used to test soil, concrete, and asphalt should be part of a validated laboratory that has been inspected or audited by the USACE Materials Testing Center, Vicksburg, MS, CPRA, or DOTD.

CPRA reserves the right to utilize the Construction Contractor's on-site QC testing laboratory and equipment to make QA tests, and to check the Construction Contractor's testing procedures, techniques, and test results at CPRA expense.

Costs incidental to the transportation of samples or materials will be borne by the Construction Contractor. Samples of materials for test verification and acceptance testing by CPRA will be delivered by the Construction Contractor to a location within 150 miles of the Project site as directed by CPRA. Verification testing will be at CPRA expense unless results indicate a non-conformance.

Concrete test cylinders will only be delivered on State workdays between 8:30 AM and 3:00 PM. Coordination for each specific test, exact delivery location, and dates will be made with CPRA. Details on the soils and materials testing laboratory and additional instructions for delivery of the QA samples will be given at the Preconstruction Conference.

For every test failure, there should be a satisfactory retest. All original tests and retests should be cross-referenced in strict a manner such that the final results are clearly indicated. Where materials are specified to meet certain requirements and tests are not indicated, the Construction Contractor's representative should make a visual inspection to assure that contract specifications have been met.

Near the end of the work, or any increment of the work established by the time stated in the construction contract, the CQC Systems Manager will conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications will be prepared and included in the CQC documentation. The list of deficiencies will include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff will make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Construction Contractor will notify CPRA that the facility is ready for CPRA Pre-Final Inspection.

A CPRA Pre-Final Inspection will be performed to verify that the work is complete and the Project is ready to fully operate as designed. A CPRA Pre-Final Punch List may be developed as a result of this inspection. The Construction Contractor's CQC System Manager will ensure that all items on this list have been corrected before notifying CPRA, so that a Final inspection can be scheduled. Any items noted on the Pre-Final inspection will be corrected by the Construction Contractor in a timely manner. These inspections and any deficiency corrections required will be accomplished within the time slated for completion of the entire work or any particular increment of the work if the Project is divided into increments by separate completion dates.

The Construction Contractor's QC inspection personnel, plus the superintendent or other primary management person, and CPRA will attend the Final Acceptance Inspection. Additional personnel including, but not limited to, those from the U.S. Army Corps of Engineers, New Orleans District, DOTD, and local interest may also be in attendance. The Final Acceptance Inspection will be formally scheduled by CPRA based upon results of the Pre-Final inspection. Notice will be given to CPRA at least 14 days prior to the final acceptance inspection and will include the Construction Contractor's assurance that all specific items previously identified to the Construction Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection.

The Construction Contractor will maintain current records providing factual evidence that required QC activities and/or tests have been performed. These records will include the work of subcontractors and suppliers and will include, as a minimum, the following information:

- Construction Contractor/subcontractor and their area of responsibility.

- Operating plant/equipment with hours worked, idle, or down for repair.
- Work performed each day, giving location, description, and by whom.
- Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase will be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- Offsite surveillance activities, including actions taken.
- Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- Instructions given/received and conflicts in plans and/or specifications.
- Construction Contractor's verification statement.

These records will indicate a description of trades working on the Project; the number of personnel working; weather conditions encountered; and any delays encountered. These records will cover both conforming and deficient features and will include a statement that equipment and materials incorporated in the work and workmanship comply with the construction contract. A copy of these records in report form will be furnished by the Construction Contractor to CPRA daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report will be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days will be accounted for throughout the life of the contract. The first report following a day of no work will be for that day only. Reports will be signed and dated by the CQC System Manager. The report from the CQC System Manager will include copies of test reports and copies of reports prepared by all subordinate QC personnel.

CPRA will notify the Construction Contractor of any detected noncompliance with the foregoing requirements. The Construction Contractor will take immediate corrective action after receiving such notice. Such notice, when delivered to the Construction Contractor at the work site, will be deemed sufficient for the purpose of notification. If the Construction Contractor fails or refuses to comply promptly, CPRA may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Construction Contractor.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in monitoring QC inspections and tests performed by Construction Contractor and for reviewing the processes and facilities used. The Construction Administration and Quality Assurance Contractor is expected to provide enough field inspectors on-site to ensure that the Construction Contractor's QC system is providing acceptable quality work, and that the QC system is corrected, as needed, to prevent a recurrence of unsatisfactory work. Staff from the Construction Administration and Quality Assurance Contractor only have the authority to assure strict compliance with the construction contract and no authority to change or waive construction contract requirements. To accomplish this, the plans and specifications should be studied in

advance; requirements should be anticipated; necessary tests or investigations of work should be made well in advance of the time of its execution.

The Construction Administration and Quality Assurance Contractor may review the Construction Contractor's records of required QC activities and/or tests that have been performed. The Construction Administration and Quality Assurance Contractor may be directed by CPRA to check laboratory equipment in the Construction Contractor's proposed laboratory for compliance with the standards set forth in the construction contract specifications and to check the laboratory technician's testing procedures and techniques. The Construction Administration and Quality Assurance Contractor will accept samples of materials for test verification and acceptance testing from the Construction Contractor on behalf of CPRA. Notes and observations on Construction Contractor's QC activities should be recorded on the Daily QA Activity Report prepared by the Construction Administration and Quality Assurance Contractor.

The Construction Administration and Quality Assurance Contractor will participate in the Pre-Final Inspection to verify that Construction Contractor's work is complete and the Project is ready to fully operate as designed. The Construction Administration and Quality Assurance Contractor will combine all comments from the Pre-Final Inspection and draft the CPRA Pre-Final Punch List for review by CPRA. The Construction Administration and Quality Assurance Contractor will also participate in the Final Acceptance Inspection to verify that all specific items previously identified to the Construction Contractor as being unacceptable, along with all remaining work performed under the construction contract, has been completed and is acceptable. The Construction Administration and Quality Assurance Contractor will combine any comments from the Final Inspection and draft the CPRA Final Punch List for review by CPRA. The Construction Administration and Quality Assurance Contractor will provide a recommendation to CPRA on the final acceptance of the Project.

3.5 Progress Control and Reporting

Progress control and reporting involves tracking the Construction Contractor's progress toward completing work on the Project within a specific time period and comparing it against the Project schedule, budget, and standards in the construction contract documents and the Construction Contactor's Project Management Plan. This will allow CPRA to identify any deviations in schedule, resources, and budget from the Construction Contractor's Project Management Plan in order to make informed decisions about risk, schedule, resources, budget programming, and construction contract administration.

Submittals.

The construction contract requires that the Construction Contractor provide a number of technical submittals to verify compliance with the Project's technical specifications and contractual requirements. These submittals may include certificates, lists, schedules, registers, plans, test results, reports, physical samples, shop drawings, manufacture's information, as-built plans, and operation and maintenance data. These submittals may require CPRA approval or be provided for informational purposes only. All submittals will have a 30-calendar-day review timeframe for disposition.

CPRA may request submittals in addition to those specified when needed to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals will be the same as those used in the construction contract drawings. Each submittal will be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Proposed deviations from the contract requirements will be clearly identified. Submittals requiring CPRA approval will be scheduled and made prior to the acquisition of the material or equipment covered thereby.

Notations or corrections may be included on the approved submittal and in this case, work covered by the submittal may proceed provided it complies with the notations or corrections and the construction contract documents and the Construction Contractor takes no exception to the notations or corrections. Approval will not relieve the Construction Contractor of the responsibility for any error which may exist, as the Construction Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by CPRA, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

The Construction Contractor will respond to all concerns expressed by CPRA and promptly make any corrections necessary to address those concerns. The Construction Contractor will promptly furnish a corrected submittal within the same 30 calendar day timeframe as the initial submittal.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA with the review of Construction Contractor submittals. The Construction Administration and Quality Assurance Contractor will have seven calendar days to review technical submittals from the Construction Contractor to verify compliance with the Project's technical specifications and contractual requirements and to check the accuracy of the submittal.

Project Management Information System (PMIS). ProjectSight is planned to be used as the Project's Quality Control System (QCS) to support the processing of submittals, monitoring progress, schedule, and cost, processing of invoices, management of claims, processing of contract changes and modifications, budget tracking and accounting, and other project controls functions. CPRA will consider alternative / comparable QCS software platforms, if proposed.

ProjectSight is a web-based construction project management application and one of the software applications CPRA utilizes as part of its PMIS. All contractors will use ProjectSight to record, maintain, and submit various information throughout the contract period. This use of ProjectSight is intended to facilitate the electronic exchange of information and overall management of the contracts. ProjectSight provides the means for all contractors to input, track, and electronically share information with CPRA in the following areas:

- Administration
- Finances
- Quality Control (QC)/Quality Assurance (QA)
- Submittal Monitoring

- Scheduling
- Import/Export of Data

The ProjectSight database includes reports that can be used to track the status of the Project. The value of these reports is reflective of the quality of the data input and is maintained in the various sections of ProjectSight. Each contractor should make a reasonable effort to ensure that the data, submittals, reports, requests, and correspondence uploaded into ProjectSight is accurate and free of errors. Each contractor should ensure that sufficient resources are available to upload the data, submittals, reports, requests, and correspondence as required by their contract into ProjectSight. Contractor use of ProjectSight for the following is mandatory:

- Requests For Information (RFI);
- Progress Payment Requests;
- Daily Quality Control Reports;
- Daily QA Activity Reports;
- Accident and Safety Reporting;
- Technical Submittals; and
- Project Construction Schedule Submittals

For ease and speed of communications, CPRA and all contractors will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

Each contractor should maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by CPRA will be available to each contractor in ProjectSight. Each contractor will use ProjectSight to track and transmit all submittals. The submittal transmittal form and the submittal register update will be produced using ProjectSight. ProjectSight will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

CPRA is responsible for implementing, training, operating, and maintaining the PMIS and providing PMIS information to the PMT.

The Construction Administration and Quality Assurance Contractor is responsible for becoming familiar with and using ProjectSight to assist in the monitoring, processing, managing and reporting of Project construction and construction support activities.

The Construction Administration and Quality Assurance Contractor will designate at least two (2) and no more than fifteen (15) ProjectSight users. The Construction Administration and Quality Assurance Contractor's designated ProjectSight users will attend a CPRA-provided mandatory training class on ProjectSight prior to using ProjectSight. This training class will be scheduled once the contract is executed. Additional training classes may be scheduled by CPRA upon request. CPRA will provide access to the Project database within ProjectSight and the

User's Manual as part of a mandatory training class. Access to ProjectSight will not be provided to users that have not completed the mandatory training class.

Progress Control. The Construction Contractor is required to submit their Initial Progress Schedule for acceptance prior to starting construction. Construction Contract Time is specified in the construction contract documents. The Construction Contractor is responsible for completing the work in accordance with the approved Progress Schedule and Contract Time. There may be some time delays and work stoppages which are beyond the control of the Construction Contractor, such as fires, floods, strikes, adverse weather, changes in design, etc. during the Project construction contract duration. Any changes made to the approved Project Construction Schedule will be reviewed by CPRA for compliance with the construction contract. Any requested changes to the Contract Time must be presented in a narrative form by the Construction Contractor with explanations for each change.

If, in the opinion of CPRA, progression of the work is not in compliance with the Progress Schedule, the Construction Contractor should take such actions as are necessary to improve its progress. These actions may include submittal of a schedule recovery plan. If the Construction Contractor is behind schedule, it must indicate what measures it will take to put the work back on schedule so as to meet the construction contract's completion date.

Generally, to be entitled to additional time, the Construction Contractors' schedule must indicate that something (change in work or unforeseeable causes) has had an effect on their critical path work and therefore, their time at the Project site has been changed. However, if that time change has not affected the contract completion date, no change to the Contract Time would be made. If a change in the work has had an effect on the critical path work, consideration must be given to the cost of the time involved.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA with tracking of the Project Schedule to ensure quality work is being performed in the time agreed with the Construction Contractor.

Monthly Progress Reporting: The Construction Contractor will submit a Monthly Progress Report with each invoice. The Monthly Progress Report will consist of the Progress Narrative, a monthly Baseline Schedule Update for approval by CPRA, look ahead schedule, and other required monthly reports.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA with tracking the progress of work. The Construction Administration and Quality Assurance Contractor will have three calendar days to review the Construction Contractor's Monthly Progress Report to confirm the progress of the work reported with the Construction Contractor's Quality Control Reports (QCRs) and the Daily QA Activity Reports prepared by the Construction Administration and Quality Assurance Contractor, check the completeness and accuracy of the report and current construction schedule, and verify it complies with all construction contract requirements.

QC Reporting. The Construction Contractor's QCRs (also referred to as the Daily Report) should be provided within 24 hours after the date covered by the report to CPRA so that these reports can be reviewed and verified for completeness and accuracy. If not factual or should the

reports contain errors, the reports will be rejected and returned to the Construction Contractor. CPRA personnel should not alter, delete, approve, or sign the Contractor's QCRs.

The Construction Contractor is required to maintain and make available to CPRA complete records of QC results (test results, inspection results, etc.). The Construction Contractor must provide inspection and testing necessary for adequate quality control of its own and its subcontractors' operations, and for materials and supplies to be placed.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in reviewing the Construction Contractor's QCRs. The Construction Administration and Quality Assurance Contractor will have five calendar days to review each Construction Contractor QCR to confirm the progress of the work reported with the corresponding Daily QA Activity Report prepared by the Construction Administration and Quality Assurance Contractor, check the completeness and accuracy of the report, and verify it complies with all construction contract requirements.

3.6 Claims During Construction

The Construction Contractor is expected to complete the Work according to the Contract Price and Contract Time specified in the Contract Documents. If the Construction Contractor deems additional compensation is due for work, materials, delays or other additional costs/or expenses not covered in the Contract or not ordered as extra work, the Contractor shall give CPRA written notice thereof within fourteen (14) calendar days after the receipt of such instructions and, in any event, before commencing the procedure. The Construction Contractor shall justify the claim for extra cost by providing supporting data and calculations. CPRA shall determine whether the Construction Contractor is entitled to be compensated for such extra cost and shall make any required adjustments of the Contract in accordance with the Construction Contract provisions.

The Construction Administration and Quality Assurance Contractor may be responsible for assisting CPRA in reviewing and investigating any claims received from the Construction Contractor.

3.7 Change Orders and Contract Modifications

Any alteration in the drawings, specifications, contract period, price, quantity, or other terms of an existing contract, whether accomplished by unilateral action in accordance with a contract clause or by mutual action of the parties of the construction contract is considered a Modification.

Modifications may include the following:

- Change Order: A change order is a change within the general scope of a contract given to the Construction Contractor by CPRA in writing.

- Administrative Changes: Administrative modifications are issued to make changes in paying office, appropriation data, correction of typographical errors, etc.

- Unilateral Change Orders: A unilateral change order is a modification that is issued without the agreement of the Construction Contractor, performed on a "Force Account" basis in accordance with the construction contract. This will normally occur in those instances in which the two parties are unable to reach timely agreements on adjustments in price and/or time.

- Supplemental Agreements: A supplemental agreement is a modification to the construction contract accomplished by mutual action of the parties, or a bilateral agreement. Therefore, any contract modification issued by CPRA becomes a supplemental agreement when signed by the Construction Contractor and CPRA. Certain contract modifications must be bilateral or supplemental agreements. The most common occasions requiring a supplemental agreement are the settlement of a claim when the accord reached was for settlement purposes only, and a change that is beyond the scope of the original contract.

Change orders may include the following:

- Field Change: A Field Change is a change caused by field conditions that does not materially affect the approved requirements of the Project as designed.

- Design Change: A Design Change is where redesign effort is required. A design change materially affects the approved requirement, the basis of design, or operating capability of the facility.

When a change is required, a request for modification will be prepared and processed by CPRA. The modification request should clearly describe the work to be changed, to include a narrative description of the change, the change in specifications and the change in the contract drawings.

All extensions of construction contract time must be documented to clearly indicate the cause, extent, and effect on interim or overall time of performance, and must be supported with a time impact analysis.

In no event should the contract time or compensation be adjusted for conditions that could or should have been identified by the Construction Contractor through its investigations, plan reviews or survey of existing conditions prior to submission of the Construction Contractor's Bid.

The Construction Administration and Quality Assurance Contractor may be responsible for assisting CPRA in reviewing any contract Modifications and Field/Design Changes that are drafted.

3.8 Payments for Construction Services

The frequency for making payments to the Construction Contractor will be set forth in the construction contract documents and is anticipated to be monthly.

The Construction Contractor is responsible for the neat and accurate preparation of their applications for payment. The Construction Contractor should submit a draft application for payment, including the schedule of values for progress payment purposes and back-up

documentation for review prior to officially submitting their first application for payment for processing.

Construction Contractor applications for payment will be prepared utilizing a format approved by CPRA. Applications for payment should be numbered consecutively and should be submitted for each pay period in which substantial earnings accrue throughout the life of the construction contract.

The Construction Contractor's last invoice should be clearly marked "Final" and should include a statement of release of claims. If little or no money is earned during a pay period, the period should be included in the next pay period in which earnings accrue. The date on the application for payment should be the inclusive period covered by the invoice. The period ending date of the application for payment must not be beyond the construction contract completion date or acceptance date (whichever is later).

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in the review of Construction Contractor applications for payment. The Construction Administration and Quality Assurance Contractor will have three calendar days to review an application for payment to confirm the progress of the work reported with the Construction Contractor's QCRs and the Daily QA Activity Reports prepared by the Construction Administration and Quality Assurance Contractor and check the completeness and accuracy of the invoice.

3.9 Outreach and Engagement

CPRA intends to take a proactive approach to Outreach and Engagement (O&E) during the Project's Construction Phase. As part of this O&E effort, CPRA may need to establish a hotline and/or presence on multiple social media platforms to allow interested stakeholders and the public to follow the Project's progress and address any issues regarding construction on the Project site of interest to or impacting the community.

Visitors may be expected at the Project sites during construction. Visitors include anyone not associated directly with the Field Construction Office or a contractor working on the Project site. This includes other members of the Project Team, CPRA, stakeholders, other Government agencies, and/or private sector individuals. Visitor requests will be coordinated through CPRA.

All visitors will be oriented to the Project site, given a safety briefing and update on Project status, and must be outfitted with appropriate personal protective equipment, prior to being allowed on any construction site. These briefings should be specific to each site to be visited and should cover any safety hazard which may exist.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in the planning and performance of O&E activities. The Construction Administration and Quality Assurance Contractor may help prepare/review briefings, presentations, and social media posts.

3.10 Project Completion and Closeout

Towards the end of the Project construction contract, it is critical to identify actions necessary for completion of the work and have a plan for accomplishing these actions in a timely matter. This will include construction and fiscal issues. Early emphasis on known construction issues prior to substantial completion will allow for a timelier closeout of the construction contract. Similarly, emphasis on fiscal issues as the end of the contract is reached will ensure the timely return of available funds without jeopardizing successful Project completion. This phase of the construction contract is known as the "Red Zone" Phase. The term "Red Zone" refers to the last 20% or so of actual construction during which the Project Team and the Construction Contractor must make a coordinated effort to complete physical construction, as well as all required documentation, financial actions, permit requirements, system commissioning and training of operators.

Prior to receiving notification for Final Acceptance for the entire Project, the Construction Contractor must complete any specified training for CPRA personnel. It is expected that work turned over to CPRA will comply in all respects with the construction contract requirements and fully satisfy the operational requirements. However, some types of deficiencies in design, construction, or functional adequacy may not be discernible until after the Project has been put into use. To ensure that such defects are discovered and eliminated from future design or construction, CPRA will conduct post-completion inspections of the Project. These inspections should occur approximately 4 months and 9 months after the Project facility has been placed in use.

Commissioning is a well-planned, documented, and managed engineering approach to the start-up and turnover of facilities, systems, and equipment to the End-User that results in a safe and functional environment that meets established design requirements and stakeholder expectations. A documented Commissioning approach offers traceable verification and ensures a systematic approach that minimizes Commissioning oversights. Effective Commissioning minimizes punch list items and improves startup by eliminating problems up-front. The Construction Contractor is responsible for the Commissioning of the Project.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA in Project closeout and commissioning. The Construction Administration and Quality Assurance Contractor may participate in the post-completion inspections of the Project.

4.0 Quality Assurance Services Required

Quality Assurance (QA) is the process by which CPRA assures end-product quality. The QA process starts well before construction and includes reviews of the plans and specifications for constructability, operability and environmental responsibility, coordination with stakeholders, establishment of performance periods and quality control requirements, field office planning, preparation of QA plans, reviews of quality control plans, enforcement of contract clauses, maintenance of quality assurance and quality control inspection an acceptance of completed construction. QA will be performed on all Project construction activities. The extent and nature of this QA effort will be based on the complexity and risk associated with the planned construction activities.

As part of the QA effort, CPRA will take positive action to see that the Construction Contractor provides good QC and, consequently, acceptable quality work. If the Construction Contractor is not providing satisfactory work, CPRA will take the necessary action to ensure that the Construction Contractor's work meets the contract plans and specifications. Any defective work or materials which the Construction Contractor QC personnel do not take action to correct, should, without exception, be ordered corrected or replaced by CPRA.

The Construction Administration and Quality Assurance Contractor is responsible for assisting CPRA with QA during the Construction Phase. Construction Administration and Quality Assurance Contractor staff should monitor and ascertain that the Construction Contractor's plans and management are such that no construction or manufacturing operations will be unnecessarily delayed by QA activities.

4.1 Quality Assurance Plan

The Construction Administration and Quality Assurance Contractor is responsible for developing a QA Plan for the Project. The QA Plan should cover all construction operations, both onsite and offsite, including work by the Construction Contractor and its subcontractors, fabricators, suppliers, and purchasing agents.

4.2 Quality Assurance Staffing

The Construction Administration and Quality Assurance Contractor is expected, as a minimum, to provide an experienced and qualified staff member to serve as the Resident Project Representative for each definable feature of work, including Headworks, Conveyance Channel and Levees, Drainage / Culvert Structures and Roadways / Bridges, and Railroads. These individuals may be employees of the prime or subcontractor and should be responsible to the Construction Administration and Quality Assurance Contractor's Project Manager. They should be physically present at the construction site during work on their areas of responsibility. They should either possess a Bachelor of Science in Civil Engineering, Construction Management, or other appropriate technical discipline, with at least 5 years of experience in the type of work being performed, or a technician with at least 10 years of experience in the type of work being performed. These individuals may perform other duties but must be allowed sufficient time to perform their assigned QA duties as described in the Project QA Plan. A single person may cover more than one area provided that they are qualified to perform QA activities in each designated field of expertise and if his/her workload allows.

The Resident Project Representative for the Highway 61, Highway 44, and Highway 54 Roadway and Bridge features should be a DOTD-Certified Inspector, with a minimum of five (5) years of experience in road/bridge construction inspection. Inspectors performing QA inspections on the Roadway and Bridge features of work may only inspect activities in which they hold an active DOTD certification. Certifications of compliance will be submitted to the CPRA Construction Manager prior to the start of QA activities related to this feature of work.

In addition to the personnel specified elsewhere in the Scope of Services, the Construction Administration and Quality Assurance Contractor may provide additional personnel to perform

QA for the following specialized areas of construction: electrical, mechanical, civil, structural, environmental, architectural, materials, marine, railroad, and transportation, as a minimum. These individuals should have the necessary education and/or experience in accordance with the Minimum Qualifications Matrix (Table 1) below.

Table 1: Minimum Qualifications Matrix

Specialized Area of Expertise	Minimum Qualifications
Electrical	Bachelor of Science degree in Electrical Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Mechanical	Bachelor of Science degree in Mechanical Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Civil	Bachelor of Science degree in Civil Engineering or Construction Management with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Structural	Bachelor of Science degree in Structural or Civil Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Environmental	Bachelor of Science degree in Environmental Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Materials (Concrete/Soils)	Bachelor of Science degree in Civil or Geotechnical Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Marine (Dredging/In-the-Wet Construction)	Bachelor of Science degree in Civil Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.
Railroad	Bachelor of Science degree in Civil or Transportation Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience.

Transportation (Road and Bridge)	Bachelor of Science degree in Civil or Transportation Engineering with at least 5 years of experience in the type of work being performed on this Project or Technician with at least 10 years of related experience. DOTD-certified for asphaltic concrete paving, embankment and base course, portland cement concrete (PCC) paving, and structural concrete.

The Construction Administration and Quality Assurance Contractor may also propose and provide additional staff members with specialized areas of expertise beyond these areas as needed to implement the QA Plan and meet the QA requirements described in this Scope of Services.

The Construction Administration and Quality Assurance Contractor is responsible for having and maintaining an adequate force of qualified and well-equipped field inspection personnel at all times on the Project site for proper QA of all construction work being performed. When it is necessary to make changes to the QA staff, the Contractor will revise the QA Plan to reflect the changes and submit the changes to the CPRA Construction Manager for acceptance.

4.3 Quality Assurance Inspections

The Construction Administration and Quality Assurance Contractor is responsible for performing QA inspections in accordance with the Project plans and specifications and the Project's QA Plan.

Resident Project Representatives and/or other staff may be assigned to the Project site to perform QA inspections to observe the Construction Contractor and monitor the progress and manner in which the work is being performed. Such observation extends to any part of the work and to preparation, fabrication or manufacture of material to be used. Resident Project Representatives will also report to the Resident Engineer and Construction Contractor whenever materials or work fail to comply with the construction contract. Resident Project Representatives will not have the authority or the responsibility to temporarily suspend the Work, except in an emergency. The Resident Engineer is authorized to reject any materials or temporarily suspend work which does not comply with the construction contract until the issue is resolved. Only the CPRA Construction Manager has the authority and responsibility to stop work.

Resident Project Representatives will not be authorized to revoke, alter, enlarge, relax, or release any requirements of the construction contract, or to approve or accept any portion of the work, or to issue instructions contrary to the plans and specifications. Resident Project Representatives (and the Construction Administration and Quality Assurance Contractor) will not manage or perform duties for the Construction Contractor. Resident Project Representatives (and the Construction Administration and Quality Assurance Contractor) will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and will not be responsible for the Construction Contractor's failure to perform the work in accordance with the construction contract documents.

Resident Project Representatives (and the Construction Administration and Quality Assurance Contractor) will not be responsible for the acts or omissions of the Construction Contractor, or any their subcontractors, agents or employees, or any other persons at the site or otherwise performing any of the work.

Resident Project Representatives under the construction contract documents are performing services solely for CPRA, no benefit is conferred upon any other party and no claim against any Resident Project Representative shall accrue to any party other than CPRA as a result of the performance or nonperformance of services and all parties to the construction contract documents, including surety, agree that subrogation of CPRA's rights does not give any other party, including surety, a right to claim against any Resident Project Representative.

Results of all QA inspections should be recorded Daily QA Activity Report prepared by the Construction Administration and Quality Assurance Contractor for the date made.

4.4 Quality Assurance Testing

The Construction Administration and Quality Assurance Contractor is responsible for performing QA testing in accordance with the Project plans and specifications and the Project's QA Plan.

The Construction Administration and Quality Assurance Contractor will procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the Project site for QA testing. This testing laboratory should be independent and separate from the testing laboratory being used by the Construction Contractor for QC testing. Construction Administration and Quality Assurance Contractor should perform the following activities and record and provide the following data:

- Verify that testing procedures comply with contract requirements;
- Verify that facilities and testing equipment are available and comply with testing standards;
- Check test instrument calibration data against certified standards; and
- Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

Field QA soil sampling and testing locations should be recorded using GPS coordinates accurate to maximum 0.2 meters (vertical) and 0.1 meter (horizontal). Results of all tests taken, both passing and failing tests, should be included in the QA Test Report prepared by the Construction Administration and Quality Assurance Contractor. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test should be given. An informational electronic copy of all material QA tests results (regardless of whether performed by an offsite test facility or an on-site test facility) should be electronically transmitted to CPRA within 24 hours of test completion. Failure to submit timely test reports may result in nonpayment for related work performed and disapproval of the test facility for the Construction Administration and Quality Assurance Contractor.

CPRA or their designee reserves the right to check laboratory equipment in the Construction Administration and Quality Assurance Contractor's proposed laboratory for compliance with the standards set forth in the QA Plan and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel should meet criteria detailed in ASTM D3740 and ASTM E329. All laboratory facilities, personnel, and equipment used to test soil, concrete, and asphalt should be part of a validated laboratory that has been inspected or audited by the USACE Materials Testing Center, Vicksburg, MS, CPRA, or DOTD.

The Construction Administration and Quality Assurance Contractor may utilize the Construction Contractor's on-site QC testing laboratory and equipment to make QA tests, and to check the Construction Contractor's testing procedures, techniques, and test results only if coordinated and approved at least 72 hours in advance by CPRA. Costs incidental to the storage, transportation, and disposal of samples or materials for QA testing will be borne by the Construction Administration and Quality Assurance Contractor.

5.0 Deliverables

The following is a description of the deliverables to be provided to CPRA by the Construction Administration and Quality Assurance Contractor. All deliverables will be submitted using ProjectSight unless otherwise directed by the CPRA Construction Manager. The format for each of the deliverables will be discussed in detail with the Construction Administration and Quality Assurance Contractor once an NTP is issued.

5.1 QA Plan

The Project's QA Plan should include, as a minimum, the following:

- A description of the QA organization, including a chart showing lines of authority and roles and responsibilities of the QA staff;
- The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QA function;
- Procedures for reviewing Construction Contractor submittals, including those of their subcontractors, offsite fabricators, suppliers, and purchasing agents;
- Testing procedures for each specific anticipated QA test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test;
- Procedures for tracking the Construction Contractor's preparatory, initial, and follow-up control phases and QC and QA tests including documentation;
- Procedures for tracking construction deficiencies from identification during QA inspection/testing through acceptable corrective action. These procedures should establish verification that identified deficiencies have been corrected.
- Reporting procedures, including proposed reporting formats; and
- A list of the definable features of work and what QA staff members are responsible for the QA of each of these features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by

different trades or disciplines, or it may be work by the same trade in a different environment.

The QA Plan should be submitted by the Construction Administration and Quality Assurance Contractor to CPRA within 60 calendar days after the Construction Administration and Quality Assurance Contractor is issued an NTP by CPRA or as otherwise directed by the CPRA Construction Manager.

5.2 HSSE Plan for the Field Construction Office

The Health, Safety, Security, and Environment (HSSE) Plan for the Field Construction Office is intended to outline the safety expectations and requirements for all contractor personnel (CPRA, Resident Engineer, Project Management support staff, and Construction Administration and Quality Assurance Contractor staff) assigned to the Field Construction Office and/or present at any time on the Project site. The HSSE will comply with USACE EM 385-1-1, Safety and Health Requirements and be consistent with the HSSE Plan prepared by the Construction Contractor. It will cover the following topics, as a minimum:

- Safety Goals;
- Safety Leadership Team;
- Pre-Work Accident Prevention and Accident Investigations;
- Project Specific Safe Work Requirements, such as Heat Injury Prevention; Injury Management; Safety Training; Lock-Out/Tag-Out Procedures; Equipment and Vehicle Safety; Safety-related work restrictions including work restrictions inside the Headworks excavation area due to High Water; Housekeeping; Electrical and Generator Safety; Marine and Boat Safety; Office Safety; Personal Protective Equipment (PPE); Notifications and Reporting; and Traffic Control; and
- Emergency Response, to include the location and contact information for emergency responders, emergency procedures in the case of severe weather and evacuations, and actions in the event of serious injury or fatality.

The HSSE Plan for the Field Construction Office should be submitted by the Construction Administration and Quality Assurance Contractor to CPRA within 60 calendar days after the Construction Administration and Quality Assurance Contractor is issued an NTP by CPRA or as otherwise directed by the CPRA Construction Manager.

5.3 Daily QA Activity Report

The Daily QA Activity Report or Daily QA Report (Daily QAR) should be prepared and submitted to CPRA for each day (24-hour period) the Construction Administration and Quality Assurance Contractor is providing services to CPRA, starting once the Construction Contractor begins mobilizing on the Project site and covering through the completion and Final Acceptance of the Project by CPRA, unless otherwise instructed by the Construction Manager. The Project name, CPRA Project number, the report number, the contract number, and date (time period) it covers will identify it. Daily QARs should be filled out completely and contain accurate information. Data in the Construction Contractor's Daily CQC Report (QCR) should not be

repeated on the corresponding Daily QAR unless it is necessary to augment or correct erroneous entries on the QCR. Repetitious, standardized language should be avoided in favor of meaningful QA information about the specific work covered by the QCR. Information included should be similar to the following:

- Date (24-hour time period) covered by the report.
- Type of weather.
- Type and amount of work performed that day by the Construction Contractor.
- Pertinent information on progress of work, delays, causes of delays, and extent of delays.
- Instructions given to the Construction Contractor, including name of Construction Contractor's representative instructed.
- Controversial matters, including complete details of any matter that may possibly result in a claim.
- Visitors to the Project.
- Notes and observations on Construction Contractor compliance with their HSSE and corrective measures taken.
- Notes and observations on Construction Contractor compliance with their Environmental Management Plan and any associated permit requirements and corrective measures taken.
- Notes and observations on Construction Contractor compliance with their CQC Plan and performance/activities of the Construction Contractor's CQC System Manager
- Construction Contractor's QC phases attended and instructions given.
- Any samples of materials accepted on behalf of CPRA from the Construction Contractor for test verification and acceptance testing.
- Notes and observations on Construction Contractor's QC and QC testing activities.
- Comments on entries in the Construction Contractor's Daily QCR.
- Results of QA inspections performed.
- QA tests performed.
- Miscellaneous remarks pertinent to the job.

The person(s) designated to be responsible for preparation of the Daily QAR should review the Construction Contractor's corresponding Daily QCR. The Daily QAR should include any pertinent information, instructions, or actions taken which have not been incorporated into the QCR and should clarify all questionable statements included in the QCR.

The Construction Administration and Quality Assurance Contractor's Project Manager or their designated representative should review and sign the Daily QAR before it is submitted for review by the Resident Engineer. Daily QARs should be submitted to the Resident Engineer within 24 hours after the date (time period) covered by the report.

The Resident Engineer is responsible for reviewing the Daily QAR and adding any pertinent information of which they have knowledge to it before final submittal to CPRA.

These reports are official records and may be used as evidence in court or in other legal action. They are not to be considered an individual's personal records.

5.4 QA Test Reports

QA Test Reports should be prepared and submitted to CPRA for each QA test performed by the Construction Administration and Quality Assurance Contractor. Information included should be similar to the following:

- Date(s) the test(s) were performed.
- Specification paragraph reference.
- Where the test samples were taken, when they were taken, and by whom.
- Person(s) who conducted the test(s) and person(s) who reviewed the test data/results and prepared the test report.
- Location where test(s) were performed.
- Sequential control number identifying the test(s).
- Standard(s) used to take the test samples and perform the test(s).
- Test data.
- Results of all tests taken, both passing and failing tests.
- Any analysis or conclusions made from the test results.
- Any lessons learned from the testing process.

An informational electronic copy of all QA tests results (regardless of whether performed by an offsite test facility or an on-site test facility) should be electronically transmitted to CPRA within 24 hours of test completion.

The Construction Administration and Quality Assurance Contractor's Project Manager or their designated representative should review and sign the QA Test Report before it is submitted for review by the Resident Engineer. QA Test Reports should be submitted to the Resident Engineer within seven calendar days after the test(s) were completed unless otherwise directed by the CPRA Construction Manager.

5.5 Pre-Final Punch List

The Construction Administration and Quality Assurance Contractor will participate in the Pre-Final Inspection and combine all comments from this inspection into a draft Pre-Final Punch List. This draft Pre-Final Punch List will be submitted by the Construction Administration and Quality Assurance Contractor CPRA for review within 7 calendar days after the Pre-Final Inspection is completed or as otherwise directed by the CPRA Construction Manager. Once comments are received from CPRA on the draft list, the Construction Administration and Quality Assurance Contractor will revise and submit the final Pre-Final Punch List within 7 calendar days after receipt of the comments on the draft list or as otherwise directed by the CPRA Construction Manager.

5.6 Final Acceptance Recommendation

The Construction Administration and Quality Assurance Contractor will participate in the Final Inspection and submit a recommendation to CPRA on the final acceptance of the Project based on the results of the Final Inspection. Any remaining Punch List items should be included as an

attachment to this recommendation. This Final Acceptance Recommendation will be submitted by the Construction Administration and Quality Assurance Contractor to CPRA within 7 calendar days after the Final Inspection is completed or as otherwise directed by the CPRA Construction Manager.

5.7 Project Closeout Report

The Construction Administration and Quality Assurance Contractor will prepare and submit a Project Closeout Report to CPRA with their final invoice. Information included should be similar to the following:

- Project name, CPRA Project number, and the contract number
- The dates covered by the report.
- Listing of all subcontractors.
- Narrative summary of the construction administration and QA activities performed.
- An assessment of the Construction Contractor's QC program.
- Lessons learned and recommendations to CPRA for future projects.

Enclosure 3: Sample Contract

Sample Contract

State of Louisiana

Contract for Professional Services

Contract Number _____

This Contract is entered into and effective by and between the State of Louisiana, through the **Coastal Protection and Restoration Authority** (hereinafter referred to as "CPRA" or the "State") and **[Contractor Name]**, [Contractor Address], (hereinafter referred to as "Contractor") (CPRA and Contractor are referred to herein collectively as the "Parties" or individually as "Party"), under the following terms and conditions:

1. Identification and Description

[Contract/Project Title and Description]

2. Term of Contract

This Contract shall be effective commencing on [Effective Date], and shall terminate on [Termination Date].

3. Goal

[Applicable Goals of Contract]

4. Objectives

[Applicable Objective of Contract]

5. Scope of Services

Contractor hereby agrees to furnish services as outlined in **Attachment A** (Scope of Services), which is attached hereto, incorporated herein, and made part of this Contract.

6. Contract Monitor

[Contract Monitor Name], or her/his designee, shall act as the Contract Monitor (hereinafter referred to as the "Contract Monitor") for this Contract, and will serve as the liaison between Contractor and CPRA.

7. Performance Measures

The performance of the Contract will be measured by the Contract Monitor, authorized on behalf of CPRA to evaluate Contractor's performance against the criteria in the Scope of Services.

The monthly submission of satisfactory Certified 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 Contract, consistent with the provisions, goals, and objectives of this Contract.

8. Notice to Proceed

Work will be tasked under an executed Contract signed by duly authorized representatives of both Parties that has been approved by the Louisiana Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the tasks and services to be performed and a "not to exceed" amount for compensation.

9. Compensation

In consideration of the services described in this Contract, CPRA hereby agrees to pay Contractor up to a maximum amount of **$[Maximum]**, subject to the terms and conditions set forth herein. In no case shall the total sum of all payments made by CPRA to the Contractor exceed the stated maximum amount.

10. Payment Terms

Payments will be made only on the approval of the Contract Monitor, or her/his designee. Payment to Contractor for services rendered shall be made according to the following:

Invoices shall be submitted monthly for actual cost incurred according to the rate sheet contained in **Attachment D**. The Rate for each of the labor categories 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, office supplies, copies, routine safety equipment and materials, vehicle travel, lodging, travel related expenses where lodging and/or airfare expenses are incurred and per diem). Rates for specialized equipment should be submitted on a separate schedule.

The Rate for each of the quality assurance tests shall be inclusive of all costs associated with the 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 equipment, transportation of the sample, storage of the sample, disposal of the sample after testing, reporting of test results, office supplies, copies, routine safety equipment and materials, lodging, travel and per diem).

Furthermore, if labor categories, specialized equipment, materials, or quality assurance tests other than those approved at the time of contract execution, CPRA, in consultation with the Contractor, can modify the rate sheet(s) in **Attachment D** to add additional labor categories, specialized equipment, materials, or quality assurance tests. Such additions will be negotiated with the Contractor. Approval must be granted by the Contract Monitor or his/her designee prior to the Contractor incurring the cost.

A Certified Monitoring Report (**Attachment B**) shall be submitted by Contractor with each invoice for payment. The monthly submission of satisfactory Certified Monitoring Reports is required.

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. Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is rescinded or reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Section, there shall be no provisions for a penalty to the State for cancellation or early payment of the Contract.

12. Indemnification and Limitation of Liability

Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities of every name and description, to the extent arising out of any negligent act or omission by, any intentional and wrongful act or omission by, any other legal fault including but not limited to strict liability of, or any breach of any law, regulation, ordinance, or term of this Contract by Contractor, or its owners, partners, agents, employees, contractors, subcontractors, or vendors.

Force Majeure

It is understood and agreed that neither Party can foresee the exigencies beyond the control of each Party which arise by reason of an Act of God or force majeure; therefore, neither Party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. CPRA shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The Parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities of every name and description, to the extent arising out of any negligent act or omission by, any intentional and wrongful act or omission by, any other legal fault including but not limited to strict liability of, or any breach of any law, regulation, ordinance, or term of this Contract by Contractor, or its owners, partners, agents, employees, contractors, or subcontractors. Contractor shall not indemnify for the portion of any such liabilities arising from the negligence of the State or its officials, employees, agents, or other contractors.

Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including reasonable attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights, by or arising out of any intellectual property provided by Contractor or its owners, agents, employees, partners, or subcontractors.

When a dispute or claim arises relative to a real or anticipated infringement, Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence:

a. Obtain for the State the right to continue using such product, material, service, or component thereof;

b. Modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance;

c. Replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or,

d. Provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance.

Until this obligation has been satisfied, Contractor remains in default.

Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: modification or alteration of the product, material or service; use of the product, material or service in combination with other products not furnished by Contractor; or, use of the product, material or service in other than the specified operating conditions and environment.

Limitations of Liability

For all claims against Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the Parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

Other Remedies

If Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs, and the like is asserted by or against the State, then, upon notice to Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due Contractor and proceeding against any surety of Contractor.

Survival Obligations

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

13. 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

Contractor shall not commence work under this Contract until it 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 for approval. Contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required for the subcontractor has been obtained and approved by Contractor. If so requested, Contractor shall also submit copies of insurance policies with any proprietary information redacted for inspection and approval of the State 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 and consented to by the State in writing and the policies shall so provide.

Worker's Compensation Insurance

Before any work is commenced, Contractor shall maintain during the life of the Contract Workers' Compensation Insurance for all of Contractor's employees employed at the site of the project. In case any work is sublet, 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 Contractor.

Workers Compensation Insurance shall be in compliance with the Workers Compensation law of the state where Contractor's headquarters is located. Employers Liability Insurance shall be included with a minimum limit of $1,000,000 per accident, per disease, and per employee.

If work is to be performed over water and involves maritime exposure, applicable Longshore Harbor Workers' Compensation Act, Jones Act, or other maritime law

coverage shall be included. In the case where any class of employees engaged in work under the Contract at the site of the project is not protected under the applicable Workers' Compensation law, 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 applicable Workers' Compensation law.

Commercial General Liability Insurance

Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect Contractor, 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 Contractor 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 Contractor or its subcontractors. In the absence of specific regulations and/or provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Errors and Omissions

Contractor shall be responsible to maintain Errors and Omissions coverage with limits of no less than $1,000,000.00 per occurrence. This Errors and Omissions coverage must be maintained throughout the entirety of the term of this Contract.

Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. The policy shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

Insurance Covering Special Hazards

Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles and Watercraft

Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance that shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third party bodily injury and property damage liability for owned, hired, and non-owned automobiles. 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. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of Contractor or its subcontractors.

If watercraft is engaged and/or utilized in any operations performed under this Contract, Contractor shall maintain Watercraft Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury and/or property damage. Such insurance shall be maintained during the life of this Contract, and cover the use of any licensed and non-licensed watercraft engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. If the watercraft engaged and/or utilized in any operations performed under this Contract is not owned and/or operated by Contractor, then Contractor shall require that any and all such subcontractors take and maintain the Watercraft Liability Insurance as prescribed and required by this Paragraph.

Subcontractor’s Insurance

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

Verification of Coverage

Contractor shall furnish CPRA with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by CPRA before work commences and upon any contract renewal or insurance policy renewal thereafter.

Upon failure of Contractor to furnish, deliver, and maintain required insurance, the Contract, at the election of CPRA, may be suspended, discontinued or terminated. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract. The acceptance of the completed work, payment, failure of CPRA to require proof of compliance, or CPRA's acceptance of a non-compliant certificate of insurance shall not release Contractor from the obligations of the insurance requirements or indemnification agreement.

14. Claims for Leins

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 Contractor in connection with the performance of its obligations under this Contract.

15. 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 **[Federal Tax ID Number**] and Louisiana Department of Revenue Account Number **[LDR Account Number**].

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that 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 Louisiana Department of Revenue prior to the approval of this Contract by the Louisiana Division of Administration, Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to CPRA so that Contractor's tax payment compliance status may be verified. 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 Louisiana Division of

Administration, Office of State Procurement. CPRA reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

16. Ownership

All records, reports, documents, and other material delivered or transmitted to Contractor by CPRA shall remain the property of CPRA, 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 and/or scientific papers in symposiums, seminars, and workshops, or for publication in journals, newspapers, articles, or other publications. However, to better control the release of information, the use of the collected data and/or project information for dissemination purposes is subjected to the following stipulations:

a. Written permission shall be sought from CPRA, through CPRA's Project Support Manager, prior to use of collected data and/or project information, for any of the publication purposes mentioned above.

b. To obtain such permission, a draft paper, presentation, or publication shall be submitted to CPRA's Project Support Manager for review and approval prior to its release.

c. In all such papers, presentations, and publications CPRA shall be acknowledged as a source of funding for the data collection and/or 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 and/or study.

For work performed under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of Gulf Coast States Act of 2012 (hereinafter referred to as the "RESTORE Act") (Pub. L. 112-141, codified at 33 U.S.C. 1321(t)), the federal government, including the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council"), may also retain certain rights in the work as provided in the RESTORE Council's Financial Assistance Standard Terms and Conditions, or in the United States Department of the Treasury's RESTORE Act Standard Terms and Conditions and Program Specific Terms and Conditions, as applicable.

Failure to follow the guidelines may result in a stoppage of work or lack of future task orders.

17. Cost Records, Retention, and Monitoring

Contractor shall maintain, and shall require any subcontractors to maintain, all books, documents, papers, accounting records, and other evidence, including electronic records, pertaining to the Contract and shall make such materials available at their respective offices at all reasonable times during the Contract period, and for five (5) years from the date of final payment under this Contract, for inspection by CPRA, the Louisiana State Inspector General, the Louisiana Legislative Auditor, the Office of the Governor, the Louisiana Division of Administration, and any federal entity with oversight over the funds paid to Contractor under this Contract, and copies thereof shall be furnished if requested.

Contractor agrees to abide by the requirements of all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, assurance that all documentation shall be sufficient to meet any requirements set by the federal government relative to the RESTORE Act, as applicable, including all applicable provisions of 2 C.F.R. Part 200 and 31 C.F.R. Part 34.

Contractor shall be responsible for monitoring any subcontractors to ensure that work performed in connection with this Contract comports with this Contract's terms and conditions, and all applicable federal, state, and local laws, rules, regulations, and guidelines.

Contractor shall, and shall require any subcontractors to, act in good faith to supply CPRA with any supporting material or documentation needed for legal compliance.

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

18. Audits and Auditors

Contractor acknowledges and agrees that CPRA, the Louisiana State Inspector General, the Louisiana Legislative Auditor, the Office of the Governor – Louisiana Division of Administration, and any federal entity with oversight over the funds paid to Contractor under this Contract, shall have the authority to audit all records and accounts of Contractor, and those of any subcontractors, which relate to this Contract.

Contractor further agrees to make available to CPRA, the Louisiana State Inspector General, the Louisiana Legislative Auditor, the Office of the Governor – Louisiana Division of Administration, and any federal entity with oversight over the funds paid to Contractor under this Contract, any documents, papers, or other records, including electronic records, of Contractor, or of any subcontractors, that are pertinent to the funds paid to Contractor under this Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Contractor shall assist CPRA with any required audit reporting, as applicable.

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

19. Assignability

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of CPRA.

This provision shall not be construed to prohibit Contactor 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.

20. Successors and Assigns

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

21. 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 Contract.

22. The Code of Governmental Ethics and Prohibited Activity

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 Contractor in the performance of services called for in this Contract. Contractor, and any entity or individual performing work under this Contract subject to any form of legal agreement with Contractor, including any owners, partners, agents, employees, or subcontractors, must comply with the Code of Governmental Ethics. 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.

If applicable, Contractor is prohibited from using, and shall be responsible for ensuring that any subcontractors do not use, any federal funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor shall comply, and shall require any subcontractors to comply, with applicable provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

23. Compliance with Federal and State Law

Contractor shall comply, and shall require any subcontractors to comply, with all applicable federal, state, and local laws, rules, regulations, policies, and ordinances in carrying out all provisions of this Contract.

Contractor shall comply, and shall require any subcontractors to comply, with applicable federal labor laws covering non-federal construction, which may include, but are not limited to: the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*) as supplemented by the United States Department of

Labor regulations at 29 C.F.R. Part 5; the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by United States Department of Labor regulations at 29 C.F.R. Part 3; the Hatch Act (4 U.S.C. 1501-1508 and 7324-7328); the Federal Funding Accountability and Transparency Act (Pub. L. 109-282); and the Davis-Bacon Act (40 U.S.C. 3141-3148 and 3701-3708), if and as applicable. 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), if and as applicable.

24. General Administrative and Financial Requirements

Contractor shall comply, and shall require any subcontractors employed in the completion of any activity, project, or program conducted with funds paid under this Contract to comply, with all conditions of the funds paid under this Contract as applicable, including any applicable federal and state laws, rules, regulations, policies, and guidelines.

For tasks funded under the RESTORE Act, Contractor shall comply, and shall require any subcontractors employed in the completion of any activity, project, or program conducted with the RESTORE Act funds to comply, with all conditions of the RESTORE Act funds, and all requirements for release of the RESTORE Act funds from the Gulf Coast Restoration Trust Fund, as applicable, including but not limited to:

a. The RESTORE Act;

b. All applicable provisions of 31 C.F.R. Part 34;

c. The requirements of any applicable RESTORE grant award, including any Special Award Conditions;

d. The RESTORE Council's Financial Assistance Standard Terms and Conditions and/or the United States Department of Treasury's RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable; and

e. All applicable provisions of 2 C.F.R. Part 200, as amended, including without limitation Appendix II to 2 C.F.R. Part 200, attached hereto as **Attachment C**.

Contractor shall, and shall require any subcontractors to, act in good faith to supply CPRA, and any federal entity with oversight over the funds paid to Contractor under this Contract, with any supporting material or documentation needed for release of funds, or for legal compliance.

Contractor shall comply, and shall require any subcontractors to comply, with any applicable CPRA Internal Agency Policies applicable to Contractor and/or to any subcontractors, and the provisions provided therein.

All provisions contained in any of the above cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract.

25. 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 3.908.

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 Federal Acquisition Regulation 3.908.

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

26. Non-Discrimination Clause

Contractor agrees to abide by the requirements of the following provisions, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*), as amended by the Equal Employment Opportunity Act of 1972 (Pub. L. 92-261); Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (38 U.S.C. 4212); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); the Fair Housing Act of 1968, as amended (42 U.S.C. 3601 *et seq.*); the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 *et seq.*); and 41 C.F.R. Chapter 60, as applicable.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract in accordance with 41 C.F.R. 60-1.4, as applicable, and 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.

27. Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any Contract for $100,000 or more and for any Contractor with five or more employees, Contractor certifies that neither it, nor its subcontractors are engaged in a boycott of Israel, and that Contractor shall, and shall require any subcontractors to, refrain from a boycott of Israel for the duration of this Contract.

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

28. Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contracts with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this Contract, the Bidder, Proposer or Contractor certifies the following:

a. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;

b. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to

terminate any contract awarded based on such a false response or if the certification is no longer true.

29. Veterans and Hudson Initiatives

CPRA fully participates in and encourages Contractor participation in the Louisiana Initiative for Veteran and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (also referred to as the "Veteran Initiative")(La. R.S. 39:2171 *et seq.*) and the Louisiana Initiative for Small Entrepreneurships (also referred to as the "Hudson Initiative")(La. R.S. 39:2006). The Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (also referred to as "LaVets") and Hudson Initiative entrepreneurships are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Qualification requirements and online certification are available at:

https://smallbiz.louisianaeconomicdevelopment.com/Account/Register

30. Subcontractors

Contractor shall include in any subcontract the provisions contained in this Contract. Contractor agrees to guarantee, and be liable to, CPRA for all services performed under any such subcontract. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to CPRA for any breach in the performance of Contractor's duties or the duties of any subcontractor.

For any subcontractor needed in addition to the ones proposed and subsequently negotiated upon execution of this Contract, Contractor agrees to obtain approval prior to subcontracting the services specified throughout this Contract. Contractor shall submit requests for approval to CPRA.

31. Certification of Debarment or Suspension Status

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

Contractor agrees to secure from any subcontractors certification that such subcontractors are not suspended, debarred, or declared ineligible from entering into Contracts with any department or agency of the federal government or the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to CPRA in the event of it, or any of its subcontractors, being suspended, debarred, or declared ineligible by any department or agency of the federal government or the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Contract.

Upon receipt of notice of suspension, debarment, or declaration that Contractor, or any of its subcontractors, is ineligible to enter into contracts with any department or agency of the federal government or the State of Louisiana, either prior to or after execution of this Contract, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms and conditions herein, or take such other action CPRA deems appropriate under this Contract.

32. Termination for Cause

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

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

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

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

33. Termination for Convenience

CPRA may terminate the Contract at any time by giving thirty (30) days written notice to Contractor. Contractor shall be entitled to payment for all allowable costs incurred to the date of termination, including non-cancellable obligations listed in the Scope of Services; provided that this obligation shall not be construed to authorize payment in excess of the total amount authorized in this Contract. Non-cancellable obligations will only be payable by CPRA if those obligations, and any applicable contracts, have been subject to prior approval in writing by CPRA; provided that a good faith effort is made to cancel any items if and when possible, and the items are considered non-cancellable under the terms of the applicable contract.

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

34. Reporting of Fraud, Waste, Abuse, or Criminal Activity

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:

a. Online: https://www.lla.la.gov/report-fraud

b. Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283)

c. Fax: 1-844-40-FRAUD (1-844-403-7283)

d. United States Mail: LLA Hotline, P.O. Box 94397, Baton Rouge, LA 70804

In accordance with 31 C.F.R. 34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to work funded under this Contract with RESTORE Act funds shall be reported to:

a. The RESTORE Council, the United States Department of the Treasury Office of Gulf Coast Restoration and the Office of the Inspector General for grants made under the Council-Selected Restoration Component and the Spill Impact Component; and/or

b. The United States Treasury Office of the Inspector General for grants made under the Direct Component and the Centers of Excellence Research grants programs.

For the RESTORE Council, reports shall be made to one of the following:

a. Email: grantsoffice@restorethegulf.gov

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

For the United States Department of the Treasury Office of Gulf Coast Restoration and the Office of the Inspector General, reports can be made online: https://oig.treasury.gov/report-fraud-waste-and-abuse

Additionally 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” shall be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

a. Email: grantsoffice@restorethegulf.gov

b. United States Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

35. Remedies for Default

Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

Contractor also acknowledges that any RESTORE Act funds not used in accordance with the terms and conditions of this Contract, or any applicable federal, state, and local laws, rules, and regulations, or the conditions of a federal award for the RESTORE Act funds, shall be reimbursed to CPRA. CPRA shall also be entitled to any other remedies for noncompliance as provided in the RESTORE Council’s Financial Assistance Standard Terms and Conditions.

If Contractor, or any of its subcontractors, fail to comply with federal statutes, regulations, or the terms and conditions of a federal award under the RESTORE Act, in addition to Termination for Cause or Termination for Convenience, CPRA may take one or more of the following actions, as appropriate in the circumstances:

a. Temporarily withhold cash payments pending correction of the deficiency by Contractor, or any subcontractors, or more severe enforcement action as necessary;

b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

c. Wholly or partly suspend or terminate payment of the RESTORE Act funds;

d. Recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part 180 and federal awarding agency regulations;

e. Withhold further federal awards for the project or program; or

f. Take other remedies that may be legally available.

Contractor shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in this Contract.

36. Disputes and Venue

Before any Party to this Contract may bring suit in any court concerning any issue relating to this Contract, such Party shall 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.

37. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana without regard to application of choice of law principles. Applicable law includes, but is not limited to: the Louisiana Procurement Code (La. R.S. 39:1551-1736); rules and regulations; executive orders; and the terms and conditions of this Contract.

38. Anti-Lobbying

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.

39. 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.

The Parties intend and request that any judicial or administrative authority that may deem any term or condition of this Contract invalid, reform the term or condition, if possible, consistent with the intent and purposes of this Contract, and if term or condition cannot be reformed, enforce this Contract as set forth herein in the absence of such term or condition.

40. Provisions 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.

41. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist Contractor, but this assistance shall not affect Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.

42. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, then Contractor shall require its employees, agents, or subcontractors with such access to complete cybersecurity training annually, and Contractor shall present evidence of such compliance annually and upon request. Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include, but not be limited to, State-issued laptops, virtual private network credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify information technology systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Louisiana Division of Administration, Office of Technology Services.

43. Amendments

Except as otherwise provided herein, the terms and conditions contained in this Contract may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

The provisions, terms, and conditions contained in this Contract may not be amended, modified, superseded, terminated, or otherwise altered unless an amendment is made in writing, signed by duly authorized representatives of both Parties, and approved by the Louisiana Division of Administration, Office of State Procurement.

44. Contract Approval

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

Thus Done and Signed at Baton Rouge, Louisiana on the date indicated below.

Coastal Protection and Restoration Authority

By:

_____

Michael Hare, Executive Director

Date: _____

[Contractor Name]

By:

_____

[Contractor Signatory Name, Position]

_____

Print Name

_____

Print Title

Date: _____

Attachment A: Scope of Services

Attachment B:

Certified Monitoring Report

Contract Number: _____ Date: _____

Contractor: _____

Project Title: "_____"

Invoice Number: _____ Invoice Amount: _____

I. Work Completed to Date (According to Type Contract):

A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].

B. Hourly (include services performed and number of hours worked).

C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).

D. Actual Costs Incurred.

E. Fee Schedule.

II. For Each Project a Narrative of Implementation Progress including:

A. Tasks and/or milestones accomplished (give dates).

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered.

2. Remedial action taken or planned.

3. Whether minimum criteria for measure can still be met.

4. Likely impact upon achievement.

III. Record of Invoices

A. List of All Invoices.

Invoice Number	Vendor Name	Amount

B. The Total Amount for All Invoices

IV. Deliverables

V. Other Discussions of Special Note

VI. Certification

I am a properly designated official representing the above identified Contractor, and I hereby certify that the work covered by the invoices and supporting documentation has been reviewed, performed, and completed in accordance with the contracts entered into between Contractor and its consultants, contractors, subcontractors, and/or vendors. I hereby certify that all information contained in the invoices and supporting documentation, and in this Certified Monitoring Report is true and correct, and completed in accordance with the terms of the applicable contracts and agreements, and that the invoices meet all applicable federal, state, and local laws, rules, and regulations. I hereby certify compliance with the terms and conditions of the Contract by and between the State of Louisiana and Contractor.

CERTIFIED BY: (Sign): _____ Date: _____

(Print): _____

FOR CPRA USE:

Task/Project Manager: (Sign): _____ Date: _____

(Print): _____

Contract Monitor: (Sign): _____ Date: _____

(Print): _____

Attachment C: 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, 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) 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 exclusions 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.” SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020

Enclosure 4: Prior Sate Employment Disclosure Form

CPRA Construction Administration and Quality Assurance RFQ
Prior State Employment Disclosure Form

Identify the name of any individual who will participate in the performance of services to be provided by the Respondent who has held state employment or served on a state board or commission at any point within the preceding two years. For each individual, provide the name of the state agency where they held employment, or the state board or commission on which they served, their role, and whether they provided any services directly to CPRA.

Name:
State Agency or State Board or Commission:
Dates of Employment or Service:
Role or Position:
Were services provided directly to CPRA? ☐ YES ☐ NO
If "Yes", describe services provided:

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Enclosure 5: Submittal Requirements Checklist

CPRA Construction Administration and Quality Assurance
RFQ Submittal Requirements Checklist

Information	Mark "Checked" if Submitted
Introductory Information	
■ Executive Summary	☐
Part A – Business Organization, Relevant History and Experience	
■ Business organization and history	☐
■ Project Experience on no more than five (5) Relevant Projects with references	☐
Part B – Experience & Qualifications of Key Personnel	
■ Team organization chart	☐
■ Principal Executive Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Project Manager Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Deputy Project Manager Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Resident Engineer: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Resident Project Representative (Headworks) Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Resident Project Representative (Conveyance Channel and Guide Levees) Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Resident Project Representative (Roadways and Bridges) Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐

Information	Mark "Checked" if Submitted
■ Resident Project Representative (Railroads) Resume: Resume should clearly describe educational background, professional registrations, relevant credentials, years of relevant experience, and prior experience on relevant projects. Include contact information for two references.	☐
■ Chart or table with availability of Key Personnel.	☐
Part C –Understanding and Approach	
■ Description of the Respondent's understanding of the Scope of Services and roles and responsibilities within the Project Team.	☐
■ Description of the methodology and tools that will be used to perform the construction administration and quality assurance services and tasks required based on the Project for all deliverables.	☐
Part D – Hudson/Veteran Small Entrepreneurship Program	
■ Veteran or Hudson Initiative Program certifications.	☐
■ Description of how Respondent will utilize any Veteran and Hudson certified firms on their team	☐
■ The projected percentage OR dollar value of the subcontract for the three-year contract term based on a $10,000,000.00 estimated contract value.	☐
Part E – Compliance with All SOQ Requirements	
■ SOQ Submittal Check List Form	☐
■ One Original (marked "Original") and one (1) hard copy of SOQ submittal and two (2) USB flash drives submitted containing a single PDF file of the entire SOQ	☐
Standard Forms and Supporting Documents	
■ Insurance Requirements - Letter from Insurance Carrier verifying the Respondent's capability to meet the insurance requirements listed in Enclosure 3, Sample Contract	☐
■ Licensure - Copies of relevant licenses, certifications and registrations	☐
■ Contract Acknowledgement - Contract acknowledgement with any requested changes and modifications	☐

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____