

REQUEST FOR QUALIFICATIONS

to provide Environmental Engineering Consultation

Owner (Greater Lafourche Port Commission) solicits statements of qualifications (SOQ) from Louisiana state-licensed Environmental Engineers (Consultant) to consult with Owner and Owner's Design Professionals regarding various facilities damaged by Hurricane Ida (selected damaged sites anticipated for consultation are listed on Exhibit B attached) and render written recommendations to Owner to ensure environmental issues related to demolition, repair or replacement of damaged facilities or sites are handled in manner consistent with applicable laws and regulations, industry standard practices and FEMA-reimbursement eligibility.

Regarding Hurricane Ida damages, Owner seeks this Consultant to provide informed professional guidance on selected aspects of facility environmental stabilization, preservation of assets and removal and/or decontamination of selected materials or contents. Contaminants include but are not limited to moisture, organic growth and ACMs. Other efforts that may require consultation include replacement of missing or damaged marine navigation buoys and mooring dolphins, and dredging of siltation deposited in waterways as a result of the storm.

Regarding other services, Owner seeks this Consultant to provide informed professional guidance related to environmental issues associated with potential pursuit of other Federally-funded efforts, associated with Hurricane Ida or not, including but not limited to FEMA PA, FEMA BRIC, FEMA HMGP, FEMA HMA, HUD CDBG-DR, HUD CDBG-MIT, American Rescue Plan Act, the Infrastructure Investment and Jobs Act.

Proposed Agreement anticipated to be Consultant's standard agreement approved by Owner, with Owner's Federal Contract Clauses referenced and attached. Owner anticipates releasing Consultant by issuance of individual task orders documenting scope, schedule and required deliverables. Compensation to be hourly using Consultant's standard hourly rates approved by Owner. Each task order will include a not-to-exceed fee amount established in consultation with Consultant.

As Owner anticipates full or partial funding from FEMA for this effort compliance with the Federal Contract Clauses attached as Exhibit A is required; and these Federal Contract Clauses must be referenced in and attached to any Agreement emanating from this solicitation.

Owner anticipates selecting Consultant based upon qualifications within seven (7) business days of deadline for receipt of statement of qualifications and expects Consultant to be available to commence assigned tasks within seven (7) business days of notice.

The Owner has retained *CSRS Disaster Recovery Management, LLC* to assist with Hurricane Ida recovery, and CSRS will coordinate provision of these environmental consulting services.

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Environmental Engineering Request for Qualifications**

November 17, 2021

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Deadline for submission of written inquiries is 5:00 pm Monday November 29, 2021. Last Addendum, if any, to be issued on or before 5:00 pm Thursday December 2, 2021.

If interested, please submit brief cover letter, statement of qualifications, and standard hourly rate sheet showing proposed hourly rates for any required position or task. Please limit total submission to three (3) letter-sized pages.

Submissions are due on or before 5:00 pm CST Tuesday, December 7, 2021 via email to:

GLPC-Environmental-Consulting-Solicitation@csrsinc.com

Please put “**GLPC Environmental Consulting SOQ**” in subject line.

Submission of SOQ may also be made via CentralBidding.com.

Attachments: Exhibit A: Federal Contract Clauses - (8 pages).

Exhibit B: Selected Damaged Sites anticipated for environmental consultation - (1 page).

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Owner (Greater Lafourche Port Commission) intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Agency (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

1. Remedies

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. Termination for Cause and Convenience

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitations. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Contract Work Hours and Safety Standards Act

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5. Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the

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use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8. Suspension and Debarment

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](#).

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This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

10. Record Retention, Record Ownership, & Access to Records

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner and shall, upon request, be returned by Contractor to Owner, at Contractor's expense, at termination or expiration of this contract. Contractor agrees to allow the Owner access to Contractor's records.

11. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Equal Employment Opportunity

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these

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statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

Pursuant to 2 C.F.R. Part 200, Appendix II, C, the contract must include *all* clauses from 41 C.F.R. § 60-1.4(b). These are:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

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Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

14. Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

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records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

19. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient. Sample certification is attached on following page.

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BYRD ANTI-LOBBYING CERTIFICATION

RE: Greater Lafourche Port Commission – Hurricane Ida Damages Restoration

**Byrd Anti-Lobbying Certification
for Contracts, Grants, Loans, and Cooperative Agreements
(To be executed with Agreement if Contract Sum exceeds \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Representative

Name and Title of Contractor’s Authorized Representative

Date

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Exhibit B – Selected Damaged Sites

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Owner (Greater Lafourche Port Commission) anticipates requesting various Environmental Consulting services on existing hurricane-damaged sites including but not limited to the following, and on other future potential Federally-funded projects associated with Hurricane Ida or not.

GLPC Site Code	Damaged Site Name	Address	Lat	Long	Description
4	Galliano Main Administration Bldg.	16829 E Main St, Cut Off, LA 70345	29.471056°	-90.312686°	Approx. 12,400 sf office building
6	Port Complex Bldg.	16819 E Main St, Cut Off, LA 70345	29.471640°	-90.312970°	Approx. 6,200 sf office building
10	Airport Terminal Bldg.	King Air Dr, Galliano, LA 70354	29.443421°	-90.263930°	Approx. 1,750 sf office building
11	Airport Hangar Bldg.	King Air Dr, Galliano, LA 70354	29.443748°	-90.264034°	Approx. 11,300 sf aircraft hangar building
15	Airport Maintenance Bldg.	Apache Rd, Galliano, LA 70354	29.434649°	-90.267578°	Approx. 5,100 sf utility building
18	Operations Center	180 AO Rappelet Rd, Golden Meadow, LA 70357	29.152291°	-90.180740°	Approx. 5,600 sf elevated office building
18	Emergency Operations Center	180 AO Rappelet Rd, Golden Meadow, LA 70357	29.152923°	-90.180510°	Approx. 6,400 sf elevated office building
20	Operations Equipment/Tools Bldg.	180 AO Rappelet Rd, Golden Meadow, LA 70357	29.152396°	-90.181067°	Approx. 6,000 sf utility building
30	Lease Site GLF337 Office	320–360 A J Estay Rd, Golden Meadow, LA 70357	29.115932°	-90.204822°	Approx. 4,300 sf elevated office building
31	Lease Site GLF337 Hangar	320–360 A J Estay Rd, Golden Meadow, LA 70357	29.115951°	-90.205128°	Approx. 4,500 sf rotorcraft hangar building
37	Public Boat Launch Bath House	Pass Fourchon, Golden Meadow, LA	29.114317°	-90.190639°	Approx. 1,000 sf elevated restroom building
38	Buoy Replacement	Various locations	TBD	TBD	32 buoys anticipated to be replaced
39	Mooring Dolphin Replacement	Port Fourchon Flotation Canal	TBD	TBD	6 dolphins anticipated to be replaced
42	Siltation in waterways	Various locations	TBD	TBD	dredging anticipated at various locations
TBD	To Be Determined - related to environmental issues associated with potential pursuit of other Federally-funded efforts, associated with Hurricane Ida or not, including but not limited to FEMA BRIC, FEMA HMGP, FEMA HMA, HUD CDBG-DR, HUD CDBG-MIT, American Rescue Plan Act, the Infrastructure Investment and Jobs Act.	Various locations	TBD	TBD	TBD

End of Exhibit B.