BOBBY JINDAL
GOVERNOR

JEROME ZERINGUE
EXECUTIVE DIRECTOR

State of Louisiana

OFFICE OF COASTAL PROTECTION & RESTORATION
THROUGH THE DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT & FINANCE
(IN ACCORDANCE WITH R.S. 49:214.6.2C(4))

Request for Statement of Interest and Qualifications

"Surveying Services for Coastal Protection and Restoration Projects"

DNR RSIQ No. 2503-12-55

March 29, 2012

The Office of Coastal Protection and Restoration through the Louisiana Department of Natural Resources (the Department) hereby invites you to submit a Statement of Interest and Qualifications (SIQ) for surveying assistance as described in the scope of services (Enclosure 1). An additional enclosure for Community Development Block Grant projects is included (Enclosure 4).

The proposed contract will be negotiated with the firm selected by the Department and will begin approximately September 1, 2012. The Department's Professional Services Contract will be used for this contract (Enclosure 2).

Firms electing to submit a proposal as a prime contractor cannot be listed as a subcontractor on another firm's proposal. Firms not submitting as a prime contractor are allowed to be listed as a subcontractor on as many proposals as they deem appropriate. Please note, firms who are prime contractors on existing contracts with OCPR will be allowed to submit as subcontractors on this advertisement.

The general criteria to be used by the Department in evaluating responses for the selection of a potential contractor to perform these services are:

1. <u>Specialized Experience (Firm and Key Personnel)</u> — 40 points
   Measures both the firm's and key personnel's demonstrated experience and performance on work similar to that likely to be required on this project.

2. <u>Professional Qualifications</u> — 30 points
   Measures the personal qualifications of key personnel expected to participate on this project,

3. Capability of Firm

30 points

Measures the ability of the firm to provide the technical/professional disciplines necessary to perform these services within the designated time frame.

TOTAL **100 points**

Should you wish to respond to this request for an SIQ please submit four (4) copies of a written statement expressing your willingness to comply with the terms specified herein. **Elaborate proposals are neither required nor desired. The Department prefers a simple presentation and discourages extensive use of artistic designs, use of hard binders, etc.** Included in your SIQ should be **(1) an executive summary stating the firm's particular expertise, resources and advantages they will bring to the project. Also why the submitting team would be the best selection for the project. This summary is limited to two pages; and (2)** Standard Form DOTD 24-102 (SF24-102) which is attached as Enclosure 3. In the event the SIQ contains subcontractors, the particular task they will perform together with the relevant experience should be included. Also, if the subcontractor is a Disadvantaged Business Enterprise (DBE) or participates in the Hudson/Veteran's Initiative, they shall include supporting documentation. Names listed on the SF24-102 must precisely match the names filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. Resumes or any organizational chart included in the SF24-102 shall clearly state the location (city and state) of the office in which the staff member resides. Updated versions of the SF24-102 may be used, however, all the required information requested in this advertisement must be included. Any potential contractor failing to submit any of the information required on the SF24-102 will be considered non-responsive.

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM 49). PPM 49 can be accessed at http://www.doa.state.la.us/osp/travel/traveloffice.htm.

This written statement must be provided to the Department no later than 3:00 p.m., April 30, 2012. Statements must be addressed to:

Ms. Julia Raiford
Contracts and Grants Administrator
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, Louisiana 70804-9396

and if not mailed, may be hand delivered to Ms. Raiford at the Natural Resources Building, 617 North 3rd Street, 12th Floor Room 1272, Baton Rouge, Louisiana. The selected firm will be posted at www.dnr.louisiana.gov/contracts and at http://www.coastal.la.gov/index.cfm?md=pagebuilder&tmp=home&nid=159&pnid=78&pid=191&catid=0&elid=0.

All potential contractors should be advised that contractors may, in certain circumstances be deemed "public employees" as defined by the Ethics Commission. **Full disclosure to the Department 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 3rd Street, LaSalle Building, 10th Floor, Baton Rouge, LA 70802; telephone number (225) 219-5600; toll free at 1-800-842-6630.

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 must provide a Disclosure of Ownership form when contracting with the Department. The Disclosure of Ownership should not be submitted with SIQ. However, prior to contracting with the Department, 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 the Department.

The firm, engineers, or surveyors that will accomplish the work as described in Enclosure 1, Scope of Services, shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (L.R.S. 37:681 through 37:703 as amended by Act 568 of 1980) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

ANY QUESTIONS REGARDING THIS REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATION SHOULD BE SUBMITTED IN WRITING TO THE CONTRACTS AND GRANTS ADMINISTRATOR

Questions must be submitted in writing and received by 3:00 p.m., April 12, 2012. Official responses to all questions submitted by potential proposers will be posted at www.dnr.louisiana.gov/contracts and http://www.coastal.la.gov/index.cfm?md=pagebuilder&tmp=home&nid=159&pnid=78&pid=191&catid=0&elid=0.

Enclosures
(1) Scope of Services
(2) Professional Services Contract
(3) Standard Form DOTD 24-102
(4) CDBG Compliance Provisions

SCOPE OF SERVICES

FOR

SURVEYING SERVICES

I. INTRODUCTION

The Louisiana Office of Coastal Protection and Restoration (OCPR) is responsible for designing, evaluating, implementing, maintaining, operating, and monitoring Coastal Restoration and Flood Protection projects in the Louisiana Coastal Zone. The proposed contracts will provide for surveying services on projects initiated by OCPR.

A copy of the contract you will be required to sign is attached. **Please review the contract prior to submitting your proposal. No requests for changes to the contract language will be considered.** It is anticipated no more than two (2) 36-month contracts will be awarded from this advertisement. Standardized rate sheets will be calculated and distributed to each Consultant selected from this advertisement. **Rate sheets will be applicable for the full term of the contract.**

II. SCOPE OF WORK

This contract's services and deliverables will be provided on an **as needed, task order basis**.

A. Services Required

The specific services consist of the following:

1) Topographic Surveys. Conduct surveys to determine the horizontal and vertical position of existing natural features (ground elevations, bodies of water, vegetation, etc.) and constructed features (levees, roads, pipelines, buildings, etc.) within a specified area.

2) Bathymetric and Hydrographic Surveys. Conduct surveys to determine the shoreline and depths of bays, tidal inlets, and other bodies of water within the project area.

3) Magnetometer Surveys. Conduct magnetometer surveys to locate pipelines, obstructions or anomalies as necessary to clearly define borrow areas, flotation access channels or dredge fill areas.

4) Geophysical Surveys. Conduct surveys utilizing side scan, sub bottom acoustic sonar, and seismic sub-bottom profiling to facilitate geophysical and archeological investigations.

5) Benchmarks. Establish Secondary benchmarks, both temporary (surface monument) and permanent (deep rod driven to refusal), as described by the latest OCPR GPS guidelines and as required to carry out field survey work.

6) Maps, Cross-Sections, and Data Sets. Provide surveying and engineering services to produce plan drawings, topographic and contour maps, cross sectional diagrams, and data sets.

7) Property and Right-of-Way Surveys. Conduct surveys suitable for the determination of property lines and corners and the preparation of Legal Descriptions, Property, and Right-of-Way Maps, These surveys will be used to define project boundaries and for the acquisition of property needed for project construction.

8) Control Accuracy Standards. Contractors must recognize and follow the recommendations and guidelines established in the latest OCPR GPS Guide for performing GPS Surveys & Establishing GPS derived orthometric heights.

B. Personnel and Equipment Requirements

1) General. Provide the survey crews, surveyors, engineers, office staff, and equipment necessary to accomplish the services as tasked by OCPR. Project sites can be located in remote marsh areas or barrier island areas requiring access to boats of different size and capability. Additionally, access to Global Positioning System (GPS) surveying equipment capable of performing static GPS surveying and real time kinematic GPS surveying, along with personnel trained in its use, are required. Typical requirements will include requesting site access from land owners prior to work being performed.

2) Land Surveyor Requirements. Surveying work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

3) Equipment. Provide the surveying instruments, vehicles, boats and other equipment best suited to accomplish the services required by OCPR.

C. Typical Deliverables

1) Plans shall be 11" x 17" size drawings bearing the seal of the responsible Professional Engineer or Professional Land Surveyor and may include:

<Topographic and contour maps
<Cross-sections
<Plan views (Overlay on aerial or satellite photography and the Lambert Conformal Conic Projection, Louisiana State Plane Coordinate System South Zone, NAD83 may be required.)
<Property and Right-of-Way Maps

Plans shall be submitted as directed by OCPR. Digital copies of plans shall also be submitted digitally in AutoCAD 2004 or newer (*.dwg) format, *.dwf and *.pdf formats.

2) Technical reports and memorandums.

3) Survey logs and field notes.

4) Progress reports.

5) Digital data sets listing all points, corresponding elevations, coordinates and descriptions shall be submitted in comma delimited ASCII format.

6) Progress reports.

7) Benchmark descriptions (data sheet, photographs, and GPS network benchmark report).

A specific list of deliverables will accompany each Task Order when issued. All deliverables shall be accompanied by a typed Letter of Transmittal.

OCR # _____
CFMS # _____
Contract # _____

State of Louisiana

CONTRACT FOR PROFESSIONAL SERVICES

BE IT KNOWN, that on this _____ day of _____ , 2012, the **Office of Coastal Protection and Restoration**, State of Louisiana (hereinafter sometimes referred to as "State") and **(Enter name and address)** (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions:

1. **PROJECT IDENTITY AND DESCRIPTION**

2. **TERM OF CONTRACT**

   This Contract shall begin on _____ and shall terminate on _____.

3. **SCOPE OF SERVICES**

   Contractor hereby agrees to furnish services as outlined in Attachment A, "Scope of Services."

4. **COMPENSATION**

   In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of $_____.

5. **NOTICE TO PROCEED**

   The Contractor shall proceed with the work upon receipt of an executed contract signed by duly authorized representatives of both parties.

6. **CONTRACT MONITOR**

   The Contract Monitor of the Office Coastal Protection and Restoration, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and State, and to perform various duties which are specifically provided for in this Contract and Attachment A.

7. PAYMENT TERMS

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

(Enter payment terms here)

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. Travel and other allowable expenses shall constitute part of the maximum payable under the terms of this contract.
All out of state travel will be subject to prior written approval of the Executive Director of the OCPR.

A progress report shall be submitted by the Contractor with each invoice for payment on Form DNR-PR (Attachment B).

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.

8. FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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.

9. INDEMNIFICATION

The Contractor shall protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, attorney fees, expenses, and judgments for sums allegedly due to any party for loss of life, injury, or damage to any persons or property arising from or in any way growing out of any negligent act or omission of the Contractor, its agents,

or performed by the Contractor with regard to this Contract, except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand, or suit is groundless, false, or fraudulent.

10. INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

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

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

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or

indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than $1,000,000.

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

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

11. CLAIMS FOR LIENS

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

12. 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 _____.

13. COST RECORDS

The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books,

documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this Contract, for inspection by the Louisiana Office of Coastal Protection and Restoration, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

14. OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, 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 the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract.

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

A. Written permission must be sought from the Office of Coastal Protection and Restoration Contract Monitor prior to use of collected data/project information, for any of the publication purposes mentioned above.

B. To obtain such permission a draft paper/presentation must be submitted to the Contract Monitor for review and approval prior to its release.

C. In all such papers/presentations, the Office of Coastal Protection and Restoration (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

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

15. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

16. ASSIGNABILITY

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

17. SUCCESSORS AND ASSIGNS

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

18. NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

19. COMPLIANCE WITH STATE AND FEDERAL LAW

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

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

20. DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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.

21. DISADVANTAGED BUSINESS ENTERPRISES/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

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

The following affirmative steps for utilizing DBEs are required:

1 Solicitations for products or services shall be sent to firms/individuals listed as DBEs.

2 Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.

3 Where feasible, establish delivery schedules which will encourage DBE participation.

4 Encourage use of the services of the U.S. Department of Commerce's Minority Business.

5 Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.

6 Require that each party to a subcontract takes the affirmative steps outlined here.

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

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

22. VETERANS AND HUDSON INITIATIVES

The Louisiana Office of Coastal Protection and Restoration fully participates in and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

23. SUBCONTRACTORS

The Contractor agrees to obtain written approval from the State prior to subcontracting any part of the services specified in Attachment A. The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the OCPR

Contract Monitor. The Contractor further agrees to guarantee and be liable to the State for all services performed under any such subcontract.

24. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

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

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

Contractor shall provide immediate notice to the State in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

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

25. TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of such failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract; provided

that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

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

26. TERMINATION FOR CONVENIENCE

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

27. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA.- R.S. 39:1524 – 1526.

28. DISPUTES

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

29. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of Contractual Review, or the Commissioner of Administration.

30. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2012.

WITNESSES SIGNATURES:

_____
Signature

_____
(Print Name)

_____
Signature

_____
(Print Name)

Office of Coastal Protection and Restoration

By: _____
Jerome Zeringue
Executive Director

WITNESSES SIGNATURES:

_____
Signature

_____
(Print Name)

_____
Signature

_____
(Print Name)

CONTRACTOR NAME:

By: _____

FORM

24-102
REV. 7/84

Professional Engineer and Related Services Questionnaire for Specific Project

Purpose:

This form is for the purpose of providing information to the Louisiana Department of Natural Resources regarding the qualifications of a professional firm to undertake a specific professional services contract.

Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the due date, to the office specified in the request or public announcement.

This form will be used only for the specified project. Do not refer to the submittal in response to other requests or public announcements.

Definitions:

"Engineer and related services" are those professional services associated with research, development, design and construction, alteration, or repair of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals, and other related services.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline", as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Key Persons, Specialists, and Sub contractor", as used in this questionnaire, refer to individuals who will have major project responsibility or will provide unusual or unique firms capabilities for the project under consideration.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Give name and location of the project for which this form is being submitted.

2. Provide appropriate data from the advertisement source identifying the particular project for which the form is being filed.

2a. Give the date of the advertisement source in which the project announcement appeared.

2b. Indicate project number as provided in the announcement.

3. Show name of the individual or firm which is submitting this form for the project.

3a. List the name, title, and telephone number of that principle who will serve as the point of contact. Such individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the Louisiana Department of Natural Resources to which this form is directed.

3b. Give the address of the specific office which will perform the announced work.

3c. Give the name of the resident full-time engineer licensed in Louisiana who will be in responsible charge of the office.

4. Insert the number of personnel by discipline presently employed (on date of this form) at work location. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Write in any additional disciplines - sociologists, biologists, etc. - and number of people in each, in blank spaces.

5. Indicate whether you have sufficient staff presently employed to perform these services within the designated time frame or will you have to augment your present staff. Give your firm's total overhead figure (current within the last twelve months and including payroll additives) expressed as a percentage of direct payroll and indicate if you are limiting it.

FORM

24-102
REV. 7/84

6. Answer yes or no. If yes, provide names and addresses of all such individuals or firms, as well as their particular area of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. Include 24-102 for each. Estimated percent of work sub-consultant will perform must be listed.

7. Provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with the present firm and other firms, (e) the highest academic degree achieved, (such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an engineer, surveyor, etc., show the field of registration, the year that such registration was first acquired and the Louisiana Registration number and (g) a synopsis of experience, training, or other qualities which reflect the individual's potential contribution to this project. Include such data as familiarity with agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area. Please limit the synopsis of experience to directly relevant information.

8. List up to ten projects which demonstrate the competence of the firm's personnel available for this project to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) the names of current firm members involved in the project, (c) a project description, (d) brief description of type and extent of services provided for each project, (e) name and address of the owner of that project (if Government agency, indicate responsible office), (f) completion date (actual or estimated), (g) total construction cost of completed project, (or where no construction was involved, the approximate cost of your work) for that portion of the cost of the project for which the named firm was/is responsible.

9. List only those projects which the firm is currently performing or is selected to perform under direct contract with the Louisiana Department of Natural Resources. Indicate in the Percent Complete column (d), the percentage of Engineering Services completed upon filing this form. In the Total Fee Remaining columns, list only that portion of the fee pertaining to your firm (if it is a joint venture or prime-sub contract). Total these two columns.

10. Through narrative discussion, show reason why the firm submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as specialized equipment available for this work, and awards or recognition received by a firm or individuals for similar work, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

11. Completed forms should be signed by the chief executive officer or the engineer principle responsible for the conduct of the work in the event it is awarded to the organization submitting this form. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

Enclosure (3)

FORM 24-102 REV. 7/84 Professional Engineer and Related Services Questionnaire for Specific Project	2a. Announcement Date	2b. Project Number

3. Firm Name and Mailing Address

	3b. Address of office to perform work (Street No. & Name, City, State, Zip)
	3c. Name of full time Resident LA Licensed Engineer in charge of 3b.

4. Full Time Louisiana Domiciled Personnel on Firm Payroll (All engineers in listing must have current Louisiana P.E. Registration).

__ Administrative	__ Electrical Engineers	__ Oceanographers	
__ Architects	__ Estimators	__ Planners: Urban/Regional/Transportation	
__ Chemical Engineers	__ Geologists	__ Sanitary Engineers	
__ Civil Engineers	__ Hydrologists	__ Soil Engineers	
__ Construction Inspectors	__ Registered E.I.T.	__ Specification Writers	
__ Draftsmen	__ Landscape Architects	__ Structural Engineers	
__ Ecologists	__ Mechanical Engineers	__ Surveyors (LA Licensed)	Total Personnel Domiciled in LA
__ Economists	__ Mining Engineers	__ Transportation Engineers	Total Personnel

5. Do you presently have sufficient staff to perform these services in the designated time frame? ___ yes ___ no

Firm's total overhead figure _____ % Self imposed limitation ____ yes ___ no

***Please indicate if your firm is a Minority-Owned Enterprise (MBE), Woman-Owned Enterprise (WBE), or a Disadvantaged-Business Enterprise (DBE) or not applicable.**

WBE **DBE** **N/A** **If applicable, please include certification** ***added to form 2006**

6. Do you intend to use a sub-consultant(s)? ___ yes ___ no	If answer is yes, all information must be filled out below.	
Name & Address	Description and % of work to be done	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief Resume of Key Persons Anticipated for this Project	
a. Name, Title & Domicile	
b. Project Assignment	
c. Name of Firm by which employed full time	
d. Years experience: With this Firm ____ With Other Firms ____	
e. Education: Degree(s) / Years / Specialization	
f. Active Registration: Year First Registered/Discipline Branch _____ LA License No. _____	
g. Other Experience and Qualifications relevant to the proposed project:	

5)						

24-102

8. Work by Firm's (or Sub Consultant's) present Personnel Members which Best Illustrates Current Qualifications Relevant to this Project (List not more than 10 Projects)						
a. Project Name & Location	b. Firm Members Involved	c. Project Description	d. Nature of Firm's Responsibility	e. Owner's Name and Address	f. Completion Date (Actual or Estimated)	g. Estimated Cost (in thousands)
6)						
7)						
8)						
9)						

Enclosure (3)

8. Work by Firm's (or Sub Consultant's) present Personnel Members which Best Illustrates Current Qualifications Relevant to this Project (List not more than 10 Projects)
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this Project (List not more than 10 Projects)
than 10 Projects)

8. Work by Firm's (or Sub Consultant's) present Personnel Members which Best Illustrates Current Qualifications Relevant to this Project (List not more than 10 Projects)						
a. Project Name & Location	b. Firm Members Involved	c. Project Description	d. Nature of Firm's Responsibility	e. Owner's Name and Address	f. Completion Date (Actual or Estimated)	g. Estimated Cost (in thousands)
1)						
2)						
3)						
4)						

10)						

9. All work by Firm currently being performed directly for or selected by the Louisiana Department of Natural Resources
performed directly for or selected by the Louisiana Department of Natural Resources
by the Louisiana Department of Natural Resources
Natural Resources

9. All work by Firm currently being performed directly for or selected by the Louisiana Department of Natural Resources					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Office (Responsible Office)	d. Percent complete	e. Engineering Fee (in thousands)	
				Total Fee	Fee Remaining

Total

10. Use this space to provide any additional information or description of resources supporting your firm's qualification for the proposed project

10. Use this space to provide any additional information or description of resources supporting your firm's qualification for the proposed project

11. The foregoing is a statement of fact.

Signature: _____ Typed Name and Title: _____

Date:

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above $10,000)

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or 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, 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 setting forth the provisions of this nondiscrimination clause.

B. 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 without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, 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, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, 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 the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES
(applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPLENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)</u>
(applicable to contracts and subcontracts over $10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position

for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of $10,000 and under)

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least

five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with 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 (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards

terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this 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 physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the Owner.
All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit II-D-10

Date Received
FOR STATE USE ONLY

LONG TERM COMMUNITY RECOVERY PROGRAM

VERIFICATION OF PROFESSIONAL SERVICES ELIGIBILITY

REQUEST FROM:

Application No.: _____
Grantee Name: _____
Name of Requester: _____
Address: _____
City: _____
Zip Code: _____
Contact Person: _____ Phone Number: (____) _____-_____

CLEARANCE FOR:

Firm Name: _____
Address: _____ City: _____ Zip: _____
Phone #:(_____) ____- _____ Type of Work to be Performed: _____

Name of Principal (owners, partners, officers of corporation):

☐ Mr. ☐ Ms.: _____ Title: _____
☐ Mr. ☐ Ms.: _____ Title: _____
☐ Mr. ☐ Ms.: _____ Title: _____

AUTHORIZED BY:

Signed by: _____ date: _____/_____/_____
(CEO or Local Labor Compliance Officer)

Are there any other professional services listed on Page 2? Yes:_____ No:_____

STATE USE ONLY:

_____ LGR: _____
_____ Labor Standards File
_____ Labor File

Phone Number: (225) 219-9600
FAX Number: (225) 219-9605

STATE ACTION:

Clearance Granted: Yes___ No___ Date:____/____/_____

Signed by: _____

Labor Compliance Officer
Division of Administration
Office of Community Development
Disaster Recovery Unit
Post Office Box 94095
Baton Rouge, LA 70804-9095

VERIFICATION OF PROFESSIONAL SERVICES ELIGIBILITY – ADDITIONAL

(to be used only if "YES" was checked on previous page for use of additional professional services)

GRANTEE:_____ **APPLICATION NO.** _____

Firm Name:_____
Address:_____ City:_____ Zip:_____
Phone #:(_____) ____- _____ Type of Work to be Performed:_____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____

STATE ACTION: Clearance Granted: Yes ____ No ____ Signed by: _____

Firm Name:_____
Address:_____ City:_____ Zip:_____
Phone #:(_____) ____- _____ Type of Work to be Performed:_____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____

STATE ACTION: Clearance Granted: Yes ____ No ____ Signed by:_____

Firm Name:_____
Address:_____ City:_____ Zip:_____
Phone #:(_____) ____- _____ Type of Work to be Performed:_____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____

STATE ACTION: Clearance Granted: Yes ____ No ____ Signed by:_____

Firm Name:_____
Address:_____ City:_____ Zip:_____
Phone #:(_____) ____- _____ Type of Work to be Performed:_____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____
Principals: ☐ Mr. ☐ Ms. _____ Title: _____

STATE ACTION: Clearance Granted: Yes ____ No ____ Signed by:_____