



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

“GEOTECHNICAL SERVICES FOR COASTAL RESTORATION PROJECTS”

RSIQ No. 2503-11-72

March 23, 2011

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 geotechnical 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, 2011. The OCPR’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.

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. Specialized Experience (Firm and Key Personnel) 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. Professional Qualifications 30 points
Measures the personal qualifications of key personnel expected to participate on this project, including academic attainment, professional achievements and relevant experience.

March 23, 2011

Page 2

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;** **(2) Standard Form DOTD 24-102 (SF24-102) which is attached as Enclosure 3 (only version that will be accepted);** and **(3) A preliminary work outline for the design process. This outline should identify the principal tasks which the designer feels should be addressed during the design process, together with the relevant experience of the individual responsible for each task. In the event the SIQ contains subcontractors, the particular task they will perform together with the relevant experience should be included. 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. 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 22, 2011. Statements must be addressed to:

Mrs. 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 Mrs. Julia Raiford at the Natural Resources Building, 617 North 3rd Street, 12th Floor Room 1265, Baton Rouge, Louisiana. The selected firm will be posted on the Department of Natural Resources web page at www.dnr.louisiana.gov/contracts.



State of Louisiana

OFFICE OF COASTAL PROTECTION & RESTORATION

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 Third 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 2:00 p.m., April 6, 2011. Official responses to all questions submitted by potential proposers will be posted by (April 13, 2011) at www.dnr.louisiana.gov/contracts

Enclosures

- (1) Scope of Services
- (2) Professional Services Contract
- (3) Standard Form DOTD 24-102

SCOPE OF SERVICES
FOR
GEOTECHNICAL 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 contract will provide for geophysical surveying and geotechnical engineering services on projects initiated by OCPR.

One (1) 36 month contract will be awarded from this advertisement. A copy of the contract you will be required to sign if selected is attached. **Please review the contract prior to submitting your proposal. No requests for changes to the contract language will be considered.** A standardized rate sheet will be calculated and distributed to the 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) Geotechnical Investigations and Analysis. Provide personnel and equipment to conduct geotechnical investigations including, but not limited to:
 - Shallow and deep soil borings
 - Soil Properties (e.g., moisture content, organic content, unit weight)
 - Classification (e.g., Atterberg limits, grain size distribution)
 - Strength tests (e.g., miniature vane, unconfined compression, triaxial)
 - Geotechnical Engineering (e.g., global slope stability analysis, consolidation settlement of underlying soils, self weight consolidation of dredge material, settling column test, settlement curves, geotechnical instrumentation)
 - Subsurface profiles
 - Detailed engineering reports with analyses and recommendations
 - Reviewing geotechnical reports prepared by other professionals

- 2) Geophysical and Geological Investigations. Provide personnel and equipment to conduct reconnaissance level and detailed geophysical investigations for riverine and offshore sediment searches. Investigations may include collection and analysis of:

- Bathymetric survey
- Preliminary sampling plan (grab samples and vibracores)
- Seismic survey / Sub-bottom profiling
- Jet probing
- Side scan sonar survey
- Magnetometer survey
- Evaluation of geophysical data
- Borrow area delineation and volume calculations
- Technical report writing

Sand search investigations should follow OCPR's General Guidelines for Exploration of Offshore Sand Sources.

B. Personnel and Equipment Requirements

- 1) General. Provide the field personnel, engineers, office staff, and equipment necessary to accomplish the services as tasked by OCPR. Project sites may be located in remote areas (e.g., marsh, barrier island) requiring special access equipment of different size and capability. Typical requirements will include requesting site access from land owners prior to work being performed
- 2) Field Work. All soil sampling methods accomplished under this Scope of Services shall be performed under the supervision of a Louisiana Licensed Professional Engineer well versed in such work.
- 3) Land Surveyor Requirements. Surveying work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the Louisiana Professional Engineering and Land Surveying Board (LAPELS).
- 4) Engineer Requirements. Engineering work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the Louisiana Professional Engineering and Land Surveying Board (LAPELS).
- 5) Equipment. Provide the necessary instruments, vehicles, boats and other equipment best suited to accomplish the services required by OCPR.

C. Typical Deliverables

- 1) Technical reports and presentations
- 2) Boring logs and field notes
- 3) Laboratory analysis results

- 4) Geophysical survey data and interpretation
- 5) Quantity calculations
- 6) Progress reports

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 _____, 2011, the **Office of Coastal Protection and Restoration**, State of Louisiana (hereinafter sometimes referred to as "State") and Vendor name and address (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions.

SCOPE OF SERVICES

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

CONTRACT MONITOR

Maury Chatellier 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.

PAYMENT TERMS

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

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

In accordance with the rate schedule and scope in Attachment A.

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 Contracting Party with each invoice for payment on Form DNR-PR (Appendix B).

This contract is subject to and conditioned upon the availability and appropriation of funds.

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 _____.

OCR # _____
CFMS # _____
Contract # _____**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.

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.

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.

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.

NONASSIGNABILITY

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.

OCR # _____
 CFMS # _____
 Contract # _____

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

TERM OF CONTRACT

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

CONTRACT APPROVAL

Neither party shall be obligated under this Contract until the approval of this Contract by the State of Louisiana Office of Contractual Review and/or the Commissioner of Administration.

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.

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.

SUBCONTRACTORS

The Contracting Party agrees to obtain written OCPR approval prior to subcontracting any part of the services specified in Attachment A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the OCPR Project Manager. The Contracting Party

OCR # _____
CFMS # _____
Contract # _____

further agrees to guarantee and be liable to the State (OCPR) for all services performed under any such subcontract.

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 Contracting Party and any subcontractors which are reasonably related to the contract.

The Contracting Party 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 three years from date of final payment under this contract, for inspection by the OCPR, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

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.

OCR # _____
CFMS # _____
Contract # _____

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 _____, 2011.

WITNESSES SIGNATURES:

Office of Coastal Protection and Restoration

Signature

By: _____

(Print Name)

Steve Mathies, Ph.D.
Executive Director

Signature

(Print Name)

WITNESSES SIGNATURES:

CONTRACTOR NAME:

Signature

By: _____
(Vendor name)

(Print Name)

Signature

(Print Name)

DNR RSIQ No.
Enclosure (3)

STANDARD
FORM

Professional Engineer
and Related Services
Questionnaire for
Specific Project

DOTD 24-102
REV. 7/84

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:

A¹Engineer and related services² 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.

A²Principals³ are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

A³Discipline⁴, 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.

A⁴Key Persons, Specialists, and Sub contractor⁵, 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. **Personnel not domiciled in Louisiana should be noted by A()⁶.**

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.

DNR RSIQ No.
Enclosure (3)

STANDARD
FORM

Professional Engineer
and Related Services
Questionnaire for
Specific Project

DOTD 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.

DNR RSIQ No.
Enclosure (3)

<p>STANDARD FORM DOTD 24-102 REV. 7/84</p> <p>Professional Engineer and Related Services Questionnaire for Specific Project</p>	<p>1. Project name/Location for which Firm is Filing:</p>	<p>2a. Announcement Date</p>	<p>2b. Project Number</p>																																
<p>3. Firm Name and Mailing Address</p>		<p>3a. Name, Title & Telephone Number of Principle to Contact</p>																																	
<p>3b. Address of office to perform work (Street No. & Name, City, State, Zip)</p>		<p>3c. Name of full time Resident LA Licensed Engineer in charge of 3b.</p>																																	
<p>4. Full Time Louisiana Domiciled Personnel on Firm Payroll (All engineers in listing must have current Louisiana P.E. Registration). Personnel not domiciled in Louisiana should be noted by A()@.</p> <table border="0"> <tr> <td><input type="checkbox"/> Administrative</td> <td><input type="checkbox"/> Electrical Engineers</td> <td><input type="checkbox"/> Surveyors</td> <td><input type="checkbox"/> Urban/Regional/Transportation</td> </tr> <tr> <td><input type="checkbox"/> Architects</td> <td><input type="checkbox"/> Estimators</td> <td><input type="checkbox"/> Sanitary Engineers</td> <td><input type="checkbox"/> Planners</td> </tr> <tr> <td><input type="checkbox"/> Chemical Engineers</td> <td><input type="checkbox"/> Geologists</td> <td><input type="checkbox"/> Soil Engineers</td> <td><input type="checkbox"/> Sanitary Engineers</td> </tr> <tr> <td><input type="checkbox"/> Civil Engineers</td> <td><input type="checkbox"/> Hydrologists</td> <td><input type="checkbox"/> Specification Writers</td> <td><input type="checkbox"/> Structural Engineers</td> </tr> <tr> <td><input type="checkbox"/> Construction Inspectors</td> <td><input type="checkbox"/> Registered E.I.T</td> <td><input type="checkbox"/> Survey (LA Licensed)</td> <td><input type="checkbox"/> Transportation Engineers</td> </tr> <tr> <td><input type="checkbox"/> Draftsmen</td> <td><input type="checkbox"/> Landscape Architects</td> <td><input type="checkbox"/> Mechanical Engineers</td> <td><input type="checkbox"/> Total Personnel Domiciled in LA</td> </tr> <tr> <td><input type="checkbox"/> Ecologists</td> <td><input type="checkbox"/> Mining Engineers</td> <td><input type="checkbox"/> Transportation Engineers</td> <td><input type="checkbox"/> Total Personnel</td> </tr> <tr> <td><input type="checkbox"/> Economists</td> <td></td> <td></td> <td></td> </tr> </table>				<input type="checkbox"/> Administrative	<input type="checkbox"/> Electrical Engineers	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Urban/Regional/Transportation	<input type="checkbox"/> Architects	<input type="checkbox"/> Estimators	<input type="checkbox"/> Sanitary Engineers	<input type="checkbox"/> Planners	<input type="checkbox"/> Chemical Engineers	<input type="checkbox"/> Geologists	<input type="checkbox"/> Soil Engineers	<input type="checkbox"/> Sanitary Engineers	<input type="checkbox"/> Civil Engineers	<input type="checkbox"/> Hydrologists	<input type="checkbox"/> Specification Writers	<input type="checkbox"/> Structural Engineers	<input type="checkbox"/> Construction Inspectors	<input type="checkbox"/> Registered E.I.T	<input type="checkbox"/> Survey (LA Licensed)	<input type="checkbox"/> Transportation Engineers	<input type="checkbox"/> Draftsmen	<input type="checkbox"/> Landscape Architects	<input type="checkbox"/> Mechanical Engineers	<input type="checkbox"/> Total Personnel Domiciled in LA	<input type="checkbox"/> Ecologists	<input type="checkbox"/> Mining Engineers	<input type="checkbox"/> Transportation Engineers	<input type="checkbox"/> Total Personnel	<input type="checkbox"/> Economists			
<input type="checkbox"/> Administrative	<input type="checkbox"/> Electrical Engineers	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Urban/Regional/Transportation																																
<input type="checkbox"/> Architects	<input type="checkbox"/> Estimators	<input type="checkbox"/> Sanitary Engineers	<input type="checkbox"/> Planners																																
<input type="checkbox"/> Chemical Engineers	<input type="checkbox"/> Geologists	<input type="checkbox"/> Soil Engineers	<input type="checkbox"/> Sanitary Engineers																																
<input type="checkbox"/> Civil Engineers	<input type="checkbox"/> Hydrologists	<input type="checkbox"/> Specification Writers	<input type="checkbox"/> Structural Engineers																																
<input type="checkbox"/> Construction Inspectors	<input type="checkbox"/> Registered E.I.T	<input type="checkbox"/> Survey (LA Licensed)	<input type="checkbox"/> Transportation Engineers																																
<input type="checkbox"/> Draftsmen	<input type="checkbox"/> Landscape Architects	<input type="checkbox"/> Mechanical Engineers	<input type="checkbox"/> Total Personnel Domiciled in LA																																
<input type="checkbox"/> Ecologists	<input type="checkbox"/> Mining Engineers	<input type="checkbox"/> Transportation Engineers	<input type="checkbox"/> Total Personnel																																
<input type="checkbox"/> Economists																																			
<p>5. Do you presently have sufficient staff to perform these services in the designated time frame? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Firm=s total overhead figure _____ % Self imposed limitation <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Please indicate if your firm is a Minority-Owned Enterprise (MBE), Woman-Owned Enterprise (WBE), or a Disadvantaged-Business Enterprise (DBE) or not applicable.</p> <p>9 MBE 9 WBE 9 DBE 9 N/A (applicable, please include certification)</p>																																			

DNR RSIQ No.
Enclosure (3)

6. Do you intend to use a sub-consultant(s)? <input type="checkbox"/> no. <input type="checkbox"/> yes		
Name & Address	Description and % of work to be done	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

DNR RSIQ No.
Enclosure (3)

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:	

DNR RSIQ No.
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)								
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)								
5)								

DNR RSIQ No.
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)						
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)						
10)						

DNR RSIQ No.
Enclosure (3)

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					

DNR RSIQ No.
Enclosure (3)

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**

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT

18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
20. ENERGY EFFICIENCY
21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF CONTRACTOR
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

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 DEVELOPMENT 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. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(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 contracting 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.

LONG TERM COMMUNITY RECOVERY PROGRAM

Date Received
FOR STATE USE ONLY

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: _____