



State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT AND FINANCE

Request for Statement of Interest and Qualifications

"Engineering Services for Atchafalaya Basin Program Projects"

DNR RSIQ No. ABFP-11-12

October 13, 2010

The Louisiana Department of Natural Resources (the Department) hereby invites you to submit a Statement of Interest and Qualifications (SIQ) for engineering assistance as described in the scope of services (Enclosure 1). The preliminary estimate of the construction cost of this project is \$500,000.00 (Five Hundred Thousand and 00/100 Dollars).

The proposed contract will be negotiated with the firm selected by the Department and will begin approximately July 1, 2011. 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.

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.

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.
4. Work Location – Atchafalaya Basin, Louisiana
Preference will be given to firms with a substantial presence in Louisiana

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 4; 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., **November 15, 2010**. Statements must be addressed to:

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

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and if not mailed, may be hand delivered to Mrs. 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.state.la.us. Click on Offices/Divisions, then click on Contracts and Grants.

All potential contractors should be advised that contractors may, in certain circumstances be deemed a 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 N. 3rd Street, 10th Floor, Baton Rouge, LA 70802; telephone number (225)215-5600; 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

Replies to such questions will be provided in writing and the questions and answers thereto will be sent to all potential proposers. Questions must be submitted in writing and received by 2:00 p.m., **October 27, 2010.**

SCOPE OF SERVICES
FOR
PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES

I. INTRODUCTION

The Louisiana Department of Natural Resources, Atchafalaya Basin Program (ABP) is responsible for design, evaluation, implementation, maintenance, operation, and monitoring of water quality and sediment reduction/redistribution projects that are nominated for inclusion in the ABP Annual Plan for the Atchafalaya Basin. Engineering Services are necessary for project planning, design, permitting and construction oversight. The proposed contract(s) will provide Engineering Services on projects considered or proposed by the ABP.

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.**

II. SCOPE OF SERVICES

Services and deliverables will be provided on an **as needed, task order basis**.

A. Services Required:

The specific engineering services for this contract consist of the following:

1. **Engineering** Provide personnel and equipment needed to perform engineering services such as but not limited to:
 - Engineering assistance with the design of unique water quality, sediment reduction/redistribution projects including habitat restoration, island and fresh marsh creation, hydrologic and hydraulic restoration, sediment transport, and freshwater diversions.
 - Review and develop construction cost estimates and technical reports.
 - Prepare construction documents including plans, specifications, and bid packages.
 - Technical presentations.
 - Preparation of permit applications.
 - Interfacing with all engineering and scientific disciplines.
 - Other engineering tasks as required.

2. **Hydraulics and Hydrologic Engineering** Provide personnel and equipment to analyze and design projects for restoration, where possible, that provide historic hydrology to the Basin, and restore both aquatic and terrestrial habitats using a wide array of structures that may include weirs, outfall structures, pumps, and dams. Perform hydrologic analyses of Water Management Units and make recommendations for redistribution of resources to the Technical Advisory Group and Atchafalaya Basin Program.

Structural Engineering Provide personnel and equipment to analyze and design a wide array of structures including levees, weirs, outfall structures, pumps, dams, flap gates, and culverts. Construction materials could consist of structural steel, concrete, timber, fiberglass, and earthen materials.

3. **Geotechnical Engineering** Provide personnel and equipment to perform a wide array of tasks including, but not limited to the following functions:

- Review project needs to define the required material properties.
- Follow a site investigation of soil properties and subsidence/fault distribution on and below an area of interest to determine their engineering properties including how they will interact with, on or in a proposed construction project.
 - use principles of soil mechanics to investigate subsurface conditions and materials; determine the relevant physical/mechanical and chemical properties of these materials
- Evaluate stability of natural slopes and man-made soil deposits; assess risks posed by site conditions
- Design earthworks and retaining structure; determine and designs the type of foundations, earthworks, and/or retaining structure required for the intended man-made structures to be built.
 - Retaining structures include earth-filled dams and retaining walls.
Earthworks include embankments, dikes, levees, channels, and reservoirs.
- Monitor site conditions, earthworks and retaining structures, foundation construction.

4. **General Engineering** Provide personnel and equipment to perform engineering design including, but not limited to:

- General engineering and hydrologic studies
- Analysis of data sets and GIS software
- Project scoping
- Technical document development and review
- Report preparation and presentation
- Estimates of probable cost for construction and maintenance of projects

5. **Land Surveying** Provide personnel and equipment to perform land surveys including, but not limited to:
 - Land surveying in remote and sometimes difficult environments
 - Boundary and topographic surveys

6. **Construction Oversight** Provide personnel and equipment to perform construction oversight and inspection services on a wide array of water quality and sediment reduction/restoration projects. Duties may include, but are not limited to:
 - Contractor supervision and representation of owner.
 - Resident inspection in remote locations.
 - Review of daily work logs.
 - Technical document development and review.
 - Verification of pay requests.

B. Personnel and Equipment Requirements

1. **Engineer and Land Surveyor 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).
2. **Equipment.** Provide computer hardware, software, and other equipment necessary to accomplish the services requested by the ABP
3. Provide the survey crews, surveyors, engineers, and office staff equipment necessary to accomplish the services as tasked by ABP. Project sites can be located in remote swamps and forest 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.

C. Deliverables

1. **Plans** shall be 11" X 17" bearing the seal/signature of the responsible Professional Engineer or Professional Land Surveyor in accordance with all LAPELS regulations and may include:

- Elevation contour maps
- Cross-sections
- Plan views (overlay on aerial or satellite photography)
 - Louisiana State Plane Coordinate System, North Zone, NAD84 may be required.
- Plans shall be submitted as directed by ABP Director. Digital copies of plans shall also be submitted in AutoCAD 2007 or newer (*.dwg) format, *.dwf and *.pdf formats.

Specifications and bid documents to be delivered in hardcopy and digitally in MS Word and Adobe formats.

2. **Technical presentations will be in MS Power Point**

3. **Technical reports**

Progress reports shall include timelines for all major milestones and percentage complete of all project tasks.

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

DNR CONTRACT NO.
FORMAT NO. 4
OCR CONTRACT NO.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____ day of _____ 20__, by and between the Department of Natural Resources of the State of Louisiana, hereinafter referred to as the "Department", and _____ officially domiciled at _____, hereinafter referred to as the "Contracting Party".

WITNESSETH:

WHEREAS, the Department desires to retain the Contracting Party to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contracting Party pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The Department hereby employs and retains the Contracting Party who agrees to proceed, after proper notice and receipt of written authorization by the Department, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY:

This contract will be identified as "_____(Title)_____" with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this Contract Number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this contract shall be from _____ through _____.

3. SCOPE OF CONTRACT SERVICES:

The Contracting Party shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Appendix A, attached hereto and made a part hereof.

4. DEPARTMENT FURNISHED ITEMS:

The Secretary of the Department will designate one or more persons on his staff to act as project manager(s) and the Department will provide the following to assist the Contracting Party in the performance of the Scope of Services:

- b. Appropriate personnel for consultation, as required; and
- c. Access to relevant material required in the performance of the work.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed contract which has been approved by the Division of Administration's Office of Contractual Review.

6. COMPENSATION:

The fee which the Department agrees to pay and the Contracting Party agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$_____. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

In addition, it is understood and agreed by the Contracting Party that ____ U.S. (Department) _____ Grant No. , CFDA No. , is used by the Department to fund this contract.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

7. FISCAL YEAR FUNDING:

The continuation of this contract is contingent on 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 appropriation 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.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following reports shall be received by the Department Project Manager prior to issuance of incremental and final payments:

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix B).
- (2) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix B) with the final invoice for payment.

b. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

A maximum of ninety percent (90%) of the total contract amount shall be available for progress payments to the Contracting Party prior to completion of contract. Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

An invoice for the final payment, ten percent (10%), shall be submitted upon completion of the project and acceptance of the final report by the Department. The final invoice shall be submitted within thirty (30) days following expiration of the contract.

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. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty (30) days

after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

9. BUY AMERICAN ACT REQUIREMENTS:

The Contracting Party agrees, in the case of any equipment and/or product authorized to be purchased under this contract, to comply with 41 U.S.C. 10a-10c.

10. ALLOWABLE COSTS:

Allowability of costs under this contract shall be determined in accordance with applicable state and federal laws.

11. DELIVERABLES:

The Contracting Party shall provide to the Department the items specified in Appendix A as products of the services rendered under this contract.

12. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared specifically in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatever in its use of such material. No other person shall have a property interest therein. In addition, at any time during the contract period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

USE THE FOLLOWING FOR OCRM CONTRACTS

The Department encourages the use of data collected under DNR 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 Coastal Engineering Division

Engineering & Design Section Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.

- B. To obtain such permission a draft paper/presentation must be submitted to the E&D Section Manager for review and approval prior to its release.
- C. In all such papers/presentations, DNR (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.

13. INDEMNIFICATION:

The Contracting Party agrees to 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, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of 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 Contracting Party 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 it (claims, etc.) is groundless, false or fraudulent.

14. INSURANCE

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

N. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed.1/73) covering Comprehensive General Liability and Insurance Services Office form number GL

0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability:
Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Aircraft or Watercraft Liability (when applicable to project) - \$2,000,000.00 for watercraft and \$5,000,000.00 for aircraft.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage

- a. The Department, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the Department, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the Department.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Department.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-:V. This requirement will be waived for workers' compensation coverage only.

F. Verification of Coverage

The Contracting Party shall furnish the Department with certificates of insurance effecting coverage required by this article, and shall include the DNR Contract number on the certificates. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Department before work commences. The Department reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this contract may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

16. SUCCESSORS AND ASSIGNS:

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

17. CLAIMS FOR LIENS:

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

18. COMPLIANCE WITH LAWS:

The Contracting Party and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

19. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contracting Party's obligation and shall be identified under Tax Identification Number _____.

20. EMPLOYMENT OF STATE PERSONNEL:

In accordance with La. R.S. 39:1498.(4), the Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

21. COVENANT AGAINST CONTINGENT FEES:

The Contracting Party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. COST RECORDS:

The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and the Federal Government, through the _____, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contracting Party and any subcontractors which are reasonably related to this 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 Department, Legislative Auditor, and/or the Office of the Governor, Division of Administration auditors, and copies thereof shall be furnished if requested.

23. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract by giving written notice, sent certified mail (return receipt requested), to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this contract shall become the property of the Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

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

24. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this contract at any time by giving written notice to the Contracting Party by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the contract is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

25. REMEDIES:

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

26. DISADVANTAGED/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contracting Party agrees to ensure that disadvantaged/women business enterprises 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 Contracting Party shall take all necessary and reasonable steps to ensure that disadvantaged/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBEs.
5. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contracting Party shall submit to the Department Project Manager a quarterly procurement summary detailing purchases from MBE/WBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix C, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the contract.

Furthermore, for the full term of the contract, the Contracting Party agrees to abide by all regulatory requirements which are: 1) issued pursuant to these laws by any federal agency whose funds have been used to finance this contract, and 2) which are in effect as of the beginning date of the contract term.

INCLUDE ONLY WHEN APPLICABLE

27. COST OF PRINTING/ACKNOWLEDGEMENT OF FUNDING REQUIREMENTS:

The Contracting Party shall obtain written approval from the DNR Project Manager prior to finalization and distribution of all printed materials and graphic design work.

Additionally, the Contracting Party shall notify the Department of location, date, and time, and obtain approval, of any workshops, meetings, press conferences, etc. related to this project at least five (5) working days prior to the scheduled event.

All finished materials produced under this agreement shall carry the state cost-of-printing statement FOR FEDERAL FUNDED AGREEMENTS and the federal funding source statement. FOR OTHER FEDERAL FUNDED AGREEMENTS, CHECK SOURCE OF FUNDING. All finished materials shall carry the required funding source statement and shall clearly indicate that the Louisiana Department of Natural Resources FOR FEDERAL FUNDED AGREEMENTS and the _____, is/are funding the project. No other funding statements shall be included in any materials produced under this agreement without prior written approval from the DNR Project Manager. The Department reserves the right to determine the final format, acknowledgements, etc. for all print and nonprint (videos, etc.) materials produced under this agreement.

The Contracting Party shall use no logos other than the Department of Natural Resources logo without prior written approval of the Department. All press releases, notices, correspondence, etc. pertaining to this project shall include a statement that funding is provided by the Department of Natural Resources FOR FEDERAL FUNDED AGREEMENTS and the .

28. CIVIL RIGHTS COMPLIANCE:

The Contracting Party 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 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contracting Party shall not 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, disabilities or sexual orientation.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

29. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

AGREEMENTS EXCEEDING \$100,000 AND NOT FUNDED BY COMMERCE,
USE PARAGRAPH #1.

30. CERTIFICATION REGARDING LOBBYING:

#1 The Contracting Party certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contracting Party, 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contracting Party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" (Appendix ____), in accordance with its instructions.
3. The Contracting party shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. This certification is a prerequisite for entering into This transaction, imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$1000,000 for each such failure.

AGREEMENTS FUNDED BY DEPT. OF COMMERCE REGARDLESS OF AMOUNT
DELETE PARAGRAPH #1 AND USE PARAGRAPH #2

#2 This Contract is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The Contracting Party is generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Contract.

31. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contracting Party certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the Federal Government, or in receipt of notice of proposed debarment or suspension.

The Contracting Party shall provide immediate notice to the Department in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

The Contracting Party agrees to secure from its subcontractors certification that such subcontractors are not suspended, debarred or declared ineligible from entering into

contracts with any Department or Agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

Upon receipt of notice of suspension, debarment, or declaration that the Contracting Party is ineligible to enter into contracts with and Department or Agency of the Federal Government, either prior to or after execution of this agreement, the Department 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 OF CONTRACT FOR CAUSE, or take such other action it deems appropriate under this contract.

MERGE: FOR ENGINEERING SERVICES, INCLUDE FOLLOWING ARTICLE

32. REGISTRATION REQUIREMENTS:

The firm, engineers, or surveyors that will accomplish the work as described in the Scope of Services (Appendix A) 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 (La. 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.

33. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix 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 Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

34. AMENDMENTS:

#1 - IF NO BUDGET CATEGORIES APPLICABLE, USE PARAGRAPH BELOW

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.

#2 - IF BUDGET CATEGORIES, USE:

The Contracting Party may, with prior approval of the DNR Project Manager, revise the budget included in Appendix A, provided total budget revisions do not exceed ten percent (10%) per budget category and do not exceed the total contract amount. A copy of each budget revision will be retained in the Department contract file and a copy forwarded to the Division of Administration's Office of Contractual Review. No other 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.

THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

JACK C. CALDWELL, SECRETARY
DEPARTMENT OF NATURAL
RESOURCES

(Contractor)

STANDARD FORM
DOTD 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:

A **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.

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

A **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.

A **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. **Personnel not domiciled in Louisiana should be noted by A/1@.**

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.

STANDARD Professional Engineer
FORM and Related Services
DOTD 24-102 Questionnaire for
REV. 7/84 Specific Project

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)
RSIQ No. ABFP-11-12

STANDARD FORM DOTD 24-102 REV. 7/84 Professional Engineer and Related Services Questionnaire for Specific Project	1. Project name/Location for which Firm is Filing:	2a. Announcement Date	2b. Project Number
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3. Firm Name and Mailing Address	3a. Name, Title & Telephone Number of Principle to Contact	3c. Name of full time Resident LA Licensed Engineer in charge of 3b.
	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). Personnel not domiciled in Louisiana should be noted by A) @.

<input type="checkbox"/> Administrative <input type="checkbox"/> Architects <input type="checkbox"/> Chemical Engineers <input type="checkbox"/> Civil Engineers <input type="checkbox"/> Construction Inspectors <input type="checkbox"/> Draftsmen <input type="checkbox"/> Ecologists <input type="checkbox"/> Economists	<input type="checkbox"/> Electrical Engineers <input type="checkbox"/> Estimators <input type="checkbox"/> Geologists <input type="checkbox"/> Hydrologists <input type="checkbox"/> Registered E.I.T <input type="checkbox"/> Landscape Architects <input type="checkbox"/> Mechanical Engineers <input type="checkbox"/> Mining Engineers	<input type="checkbox"/> Geographers <input type="checkbox"/> Planners: Urban/Regional/Transportation <input type="checkbox"/> Sanitary Engineers <input type="checkbox"/> Soil Engineers <input type="checkbox"/> Specification Writers <input type="checkbox"/> Structural Engineers <input type="checkbox"/> Survey/LA Licensed <input type="checkbox"/> Transportation Engineers	<input type="checkbox"/>
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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.

MBE WBE DBE N/A (applicable, please include certification)

Enclosure (3)
RSIQ No. ABFP-11-12

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

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

Enclosure (3)
RSIQ No. ABFP-11-12

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)								

Enclosure (3)
RSIQ No. ABFP-11-12

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)								

Enclosure (3)
RSIQ No. ABFP-11-12

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

11. The foregoing is a statement of fact.

Signature: _____ Typed Name and Title: _____

Date: