PARISH OF ASCENSION

REQUEST FOR QUALIFICATIONS

GEOTECHNICAL ASSISTANCE

ENG-19-026

June 3, 2019

TABLE OF CONTENTS

Contents

EXHIBITS

Exhibit A: Certification Statement
Exhibit B: Score Card
Exhibit C: Draft Contract
Exhibit D: Standard Form: APG-1001

Exhibit E: Laboratory Accreditation
Exhibit F: Non-Collusion

1. GENERAL INFORMATION

1.1 Purpose

Geotechnical Testing Services are needed on construction, design, and maintenance projects within Ascension Parish Department of Public Works (DPW). The Parish of Ascension hereby requests qualifications from experienced and qualified firms to provide testing services on a variety of projects such as road improvements and QA testing for development projects in Ascension Parish. Multiple firms may be selected.

1.2 Background

On March 6, 2002, the Parish Council passed a resolution that permitted the Parish Department of Public Works to negotiate "Master" contracts for professional services. A Master Contract may be utilized by the Parish on certain specified matters where services and rate amounts are determined. Work will be issued as "Task Orders"

Projects in the Parish are constructed under the criteria and guidelines of the 2016 State of Louisiana Department of Transportation and Development Louisiana Standard Specifications for Roads and Bridges. Many of these projects require specific technical specifications for materials used during construction to include, but not be limited to, soil analysis, cement and asphalt density, material mixtures, material breakdown, etc. This testing requires samples and test to be run in the field as well as laboratory testing. It takes specialized indoor and outdoor equipment to do the necessary geotechnical testing.

From time to time, a geotechnical study or test may be required in order to make design decisions for road construction or other projects.

1.3 Scope of Services

Scopes will be prepared on an as needed basis. Each scope will be prepared with a Task Order to the consultant to be accomplished based on approved master fee schedule and within the time outlined in the task order and scope prepared by the Parish. In the event a scope or task request cannot be completed by the consultant, the consultant shall notify the Parish within 24 hours of request. This contract is not limited to roads only.

The selected consultant(s) will perform geotechnical exploration and testing services for parish-wide projects. Geotechnical testing shall consist of, but not limited to, completion of deep and/or shallow soil borings, soil classification (USCS and ASSHTO methods, boring logs, water table elevations, atterberg limits, cement series, compaction and compressive strength. For DOTD projects, all DOTD standards for testing shall be followed unless otherwise specified in the task order.

Materials quality assurance testing shall consist of material testing to ASTM and DOTD standards and include complete reports and summaries of testing and test results.

Onsite project inspections shall consist of DOTD certified material testing technicians and/or Resident Project Representatives able to work overtime, weekends, and nights as directed by Ascension Parish Government. Consultant shall fulfill a request for construction inspection, observation, or material test within 24 hours of the request. The specific services for each task shall be determined at a meeting or via written correspondence between the consultant and the Ascension Parish Project Manager.

1.4 Qualifications / Contract Requirements

Each company submitting shall hold an active accreditation from Louisiana Environmental Laboratory Accreditation Program (LELAP). For more information on this accreditation, please see Title 33, Part I, of the Louisiana Administrative Code (LAC).

The company shall be in good standings with the State and Parish and hold all applicable licenses.

1.5 Proposal / Compensation

Task orders for testing services will be issued based on work needed and an approved fee schedule. Payments will be made upon completion and invoice of the task or on a monthly basis. Each invoice shall accompany all test results being billed.

2. ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFQ is tentatively scheduled to begin following conclusion of Parish evaluation, selection & negotiation of a contract, and shall be valid for a period of one year, with the option to renew for (2) consecutive years after the 1st year period ends. Any task order in effect prior to the expiration date of the contract shall be fulfilled by the consultant.

2.2 RFQ Inquiries

Written questions regarding RFQ requirements or scope of services must be submitted to the RFQ coordinator as listed below:

Tacie Rabalais, P.E.
Engineer
Ascension Parish DPW
42077 Churchpoint Road
Gonzales, LA. 707037
Email trabalais@apgov.us

The Parish will consider written inquiries and requests for clarification of the content of this RFQ received from potential respondents. Written inquiries must be received by 4:00 p.m. CST on the date specified in

the schedule of events. The Parish reserves the right to modify the RFQ should a change be identified that is in the best interest of the Parish.

Official responses to all questions submitted by potential respondents will be available by (date given in schedule of events). They will be posted at that time at http://www.centralauctionhouse.com. Only the RFQ Coordinator has the authority to officially respond to respondent's questions on behalf of the Parish. Any communications from any other individuals will not be binding on the Parish.

2.3 Definitions / Acronyms

Package – Includes all documents required for an RFQ.
Parish – Ascension Parish
RFQ – Request For Qualification.

2.4 Schedule of Events

EVENT	DATE & TIME (CST)
Advertise RFQ and mail public announcements	Chief – 6/27, 7/4, & 7/11 Advocate – 6/27, 7/4, & 7/11 Weekly – 6/27, 7/4, & 7/11
Deadline for receipt of written inquiries	Thursday – 7/18 4:00 pm
Issue responses to written inquiries	Thursday – 7/25 5:00 pm
Deadline for receipt of Qualification Packages	Tuesday - 7/30 4:00 pm

Upon receipt of qualification packages, a Selection committee will be formed and hold a public meeting. The top 3 ranked consultants will be forwarded to the Transportation Committee with a recommendation for approval. The Transportation Committee recommendations will be forwarded to the Parish Council for final approval. The Parish will negotiate with the selected firms and choose **up to 3** firms to contract with.

3 RESPONSE INFORMATION

3.1 RFQ Addenda

Parish reserves the right to change the schedule of events or revise any part(s) of the RFQ by issuing an addendum to the RFQ at any time.

3.2 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.3 Proposal Rejection/RFQ Cancellation

Issuance of this RFQ in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all qualifications for participating firms submitted and/or cancel this announcement if it is determined to be in the best interest of the Parish.

3.4 Withdrawal of Qualification Statement

A respondent may withdraw a qualification statement that has been submitted at any time up to the date and time of the submission deadline. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFQ Coordinator.

3.5 Subcontracting Information

The Parish shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFQ and Scope. This general requirement notwithstanding, respondents may enter into subcontractor arrangements, however, should acknowledge in their statements total responsibility for the entire contract.

If the respondent intends to subcontract for portions of the work, the respondent should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the respondent under terms of this RFQ is also required for each subcontractor.

Unless provided for in a contract with the Parish, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Parish.

3.6 Ownership of Qualification Statement

All materials submitted in response to this request shall become the property of Ascension Parish. Selection or rejection of an offer does not affect this right.

3.7 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a submittal identified as such must be clearly marked in the package and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 applicable rules and regulations. Any statements/packages marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.8 Cost of Preparing Qualification Packages

The Parish shall not be liable for any costs incurred by respondents prior to issuance of or entering into a contract and given notice to proceed. Costs associated with developing the package, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFQ are entirely the responsibility of the respondent and shall not be reimbursed in any manner by the Parish.

3.9 Errors and Omissions in Qualification Statements

The Parish will not be liable for any errors in qualification statements. The Parish reserves the right to make corrections or amendments due to errors identified by the Parish or the respondent. The Parish, at its option, has the right to request clarification or additional information from the respondent.

3.10 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial qualification package received. The Parish reserves the right to contract for all or a partial list of services offered in the proposal and/or listed in the RFQ.

The RFQ and Qualification Statement of the selected respondent may become part of any contract initiated by the Parish. The selected respondent will be expected to enter into a contract that is substantially the same as the sample contract included in Exhibit C. In no event may a proposer submit its own standard contract terms and conditions as a response to this RFQ. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 30 days or if the selected respondent fails to sign the final contract within 30 business days of delivery, the Parish may elect to cancel the award or begin negotiations with an alternate selection or cancel the RFQ.

3.11 Code of Ethics

Respondents are responsible for determining that there are no conflicts or violations of the Ethics Code if their company is awarded a contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. RFQ from companies that are determined to be in violation shall be disqualified and removed from the eligible prospect list.

4. RESPONSE INSTRUCTIONS

4.1 Response Submission

Firms/individuals who are interested in providing services requested under this RFQ must submit six (6) copies of their submittal containing the information specified in this section. The submittal shall be received in hard copy (printed) version by: ***Ascension Parish Government, Purchasing Department, 615 East Worthy Road, Gonzales, LA 70737*** on or before the date and time specified in the Schedule of Events. Electronic submittals are permitted via http://www.centralauctionhouse.com; however, six (6) hard copies must still be submitted within 24 hours of the Proposal submission deadline.

Each qualification package must be delivered at the proposer's expense. FAX or e-mail submissions are not acceptable. Respondents mailing their proposals should allow sufficient mail delivery time to ensure receipt of their qualification package by the time specified. It is solely the responsibility of each respondent to ensure that their package is delivered at the specified place and prior to the deadline for submission. Package(s) received after the deadline will not be considered.

At least one set of the qualification statement shall be labeled **"ORIGINAL"**, bolded letters on the front cover, and should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if respondent is a corporation. The copy of the package with original signatures will be retained and used for incorporation in any contract that may result from this RFQ.

4.2 Certification Statement

The proposer must sign and submit the Certification Statement shown in **Exhibit A**.

5. QUALIFICATION SUBMISSION FORMAT

Responses should provide a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Responses should be submitted in letter size (8-1/2"x11") format with a type font of Times New Roman or similar and font size of 12 points or larger. Responses should follow the format and order of presentation described below. Standard Form APG-1001 (downloadable at: **www.ascensionparish.net/downloads/dpw/form1001.doc**) must be utilized for submittal to be considered.

5.1 Project Title and Number

The following project title shall be used for this submittal
"**Geotechnical Assistance ENG-19-026**".

5.2 Specialized Knowledge

Each company submitting shall hold an active accreditation from Louisiana Environmental Laboratory Accreditation Program (LELAP). For more information on this accreditation, please see Title 33, Part I, of the Louisiana Administrative Code (LAC). The company shall have experience in testing and evaluation of materials for public works projects and have sufficient staff to do the necessary field work, lab testing, and related geotechnical work to fulfill this duty.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of responses will be accomplished by an evaluation team, to be designated by the Parish, which will determine the response most advantageous to the Parish, taking into consideration all evaluation factors set forth in the RFQ.

6.2 Administrative and Mandatory Screening

All responses will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Responses that are not in compliance may be rejected from further consideration.

6.3 Evaluation and Review

Responses will be evaluated based on information provided in the Qualification statement. The Evaluation Team will evaluate and score the responses using the criteria and scoring as listed in the attached Score Card. The highest ranked competitors will be selected and recommended to the Parish Council, subject to negotiations and final agreement on contract terms and amounts.

6.4 Announcement of Contractor

The Parish will notify the successful responder(s) and proceed to finalize a contract. Unsuccessful respondents will be notified in writing accordingly. The award of a contract is subject to the approval of the Ascension Parish Council.

7. SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S 12:301-302 from the Secretary of State of Louisiana, prior to submittal of qualification package.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State Louisiana.

7.2 Monthly Invoices

Certified itemized invoices to the Parish for the payment of these services shall be submitted monthly by the Consultant. Each invoice shall be processed through the finance department and contain all justification necessary to verify the percent of the task being billed or the task deliverable as applicable to each invoice.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Parish's operation which are designated confidential by the Parish and made available to the contractor in order to carry out a contract, or which become available to the contractor in carrying out a contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Parish. The identification of all such confidential data and information as well as the Parish procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Parish in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the Parish to be adequate for the protection of the Parish's confidential information, such methods and procedures may be used, with the written consent of the Parish, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contractor, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Parish.

----------END OF RFQ----------

Exhibit A: **CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications o/the Request/or Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Parish requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date:_____ Official Contact Name:_____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____) _____-_____

C. US Mail Address: _____
_____

Proposer certifies that the above information is true and grants permission to the Parish or Agencies to contact the above named person or otherwise verify the information provided.
By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFQ is accurate;

2. Proposer complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the functional and technical requirements specified therein;

3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ.

4. Proposer's quote is valid for at least *90* days from the date of proposal's signature below;

5. Proposer understands that if selected as the successful Proposer, he/she will have business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency inserts number of days to correspond to same number referenced on page 5)

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State:_____ Zip: _____

_____
SIGNATURE of Proposer's Authorized Representative DATE

Exact alignment to be determined after selection is made.

Ascension Parish Engineering Selection Committee
Score Card: RFQ Engineering Review Agency Services

Firm Name _____

Score Card Factors	Weight	Points
Qualifications and Experience ●Primary focus should be on project specific experience and resources. Consideration should be given to prime consultants experience and other team members.	**0-25pts**	_____
Key Personnel Qualifications and Experience ● Emphasis should be placed on key personnel to assess experience with similar projects and requirements of the Scope of Work. Emphasis should be placed on project managers and project engineers/architects.	**0-20pts**	_____
Project Experience ●Consideration should be given to firms/teams that can show experience with the user agencies (Parish,State,Federal) local criteria, codes, policies, procedures and standards to successfully facilitate project completion.	**0-10pts**	_____
Proposal Understanding ●Firms/Teams should demonstrate a clear understanding of the project scope. The past work experience for both the firm and personnel should reflect past experience with the project scope.	**0-5pts**	_____
Compatibility (firm size versus project size) ●Consideration for the size of the firm and key personnel must be considered relative to the size of the project. Must be evaluated concurrently with the firm's current workload.	**0-5pts**	_____
Current Work Load ●Number and size of projects currently under contract must be considered in relation to the size of the project. ●Qualified firms that have not been awarded an Ascension Parish contract within the last 3 years should be given priority consideration	**0-5pts**	_____
Firm Location (Where work is to be Performed) ●Qualified firms that maintain an office within 30 miles of Gonzales, and adequately staffed to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms.	**0-5pts**	_____
Past Performance ●Evaluation should be based on past performance, special capabilities to accomplish work coordination and cooperation with the user agency and others, ability to meet deadlines and quality of work.	**0-10pts**	_____
Special Conditions/Requirements Specified in RFP/RFQ ●Special project considerations may be included in the RFP/RFQ. These special requirements and project considerations must be clearly spelled out in the RFP/RFQ	**0-5pts**	_____
Oral Presentations	**0-10pts**	_____
	Total	_____

_____
Committee Member Signature Date

Oral Presentation (possible 10 points if applicable)

When specified, Oral Presentations shall provide committee members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms submittal. After the Oral Presentation, each member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.

MASTER CONTRACT
for
PROFESSIONAL SERVICES

BE IT KNOWN that on this ____ day of _____, 2017,

Ascension Parish Government, by and through the Office of the Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the Parish Council of Ascension
And

_____qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract;

do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.

1. SCOPE OF SERVICES

A. The Scope of services to be provided by the Provider may be entered as a scope document, Task Order, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as **Exhibit A** and made a part hereof as if written herein in full. All work shall be under the direction of _____, hereinafter called the PROJECT MANAGER, and all plans, specifications, and the like shall be submitted to him, and all approvals and administration of this contract shall be through him.

B. The compensation to the Provider for these services shall not exceed _____.

C. There will be absolutely no fees or charges paid to Provider to cover overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever. In each case, the work is initiated only upon receipt of a written work order from the PROJECT MANAGER, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

A. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.

B. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) year, beginning on _____. The Parish will have an option to renew for (1) consecutive years after the one (1) year period ends.

D. This Professional Services Contract shall terminate as follows:

1. As per the terms and conditions of Paragraph 9, and/or
2. As per operation of law, and/or
3. As per agreement between the parties, and/or
4. As per the Parish Charter.

3. DOCUMENTS

A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.

B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Owner except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.

C. The Owner shall furnish without charge all standard plans and specifications and any other information which the Owner now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.

D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Owner in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Owner are or will become the property of the Provider but shall remain the property of the Owner to the extent the Owner has a property interest therein.

E. Notwithstanding any Section hereinafter, there will be retention of all related records:

(1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract.

(2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.

(3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.

(4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:

(a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved and close out has been issued.

(b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.

F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per La. Revised Statute R.S. 38:2317.

G. The Parish agrees not to use Provider’s work product on any other project without the express written notice to the Provider.

H. All of Provider’s pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall

remain the exclusive property of the Provider.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Owner. The Scope shall set out the payment schedule.

A. IF ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than $.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.

3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.

4. Invoices for services shall be submitted by Provider to the FINANCE DEPARTMENT for review and approval:

Ascension Parish Government
P.O. Box 2392
Gonzales, LA 70707-2392

a. All invoices must describe the Parish Project.
b. All billings by Provider for services rendered shall be submitted in writing.
c. Provider shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of $250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess of $250.00 shall constitute grounds for denial of payment.
d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the PROJECT MANAGER.
e. Provider agrees to comply with the instructions when submitting invoices.
f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.

5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.

6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees' salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both

parties in the Scope.

5. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the Provider from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

6. BUDGET LIMITATION

A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.

B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider's qualifications and experience.

C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance 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.

7. INSURANCE

A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the

performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to Ascension Parish. Where possible, all policies and notices should name the Provider and Parish. The Parish may examine the policies at any time.

B. All policies and certificates of insurance shall contain the following clauses:

1. The Provider's insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

2. The Parish of Ascension shall be named as additional named insured with respect to automobile and general liability.

3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of Ascension for payment of any premiums or for assessments under any form of policy.

4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.

C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Ascension by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.

1. Worker s compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least $500,000 per occurrence.

2. Commercial General Liability Insurance with a Combined Single Limit of at least One Million Dollars ($1,000,000.00) per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

a) Premises - operations;
b) Broad form contractual liability;
c) Products and completed operations;

d) Personal Injury;
e) Broad form property damage;
f) Explosion, collapse and underground coverage. Not needed for design

3. Business Automobile Liability Insurance with a Combined Single Limit of $500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

a) Any automobiles;
b) Owned automobiles;
c) Hired automobiles;
d) Non-owned automobiles;
e) Uninsured motorist.

4. An umbrella policy or excess policy may be used to meet minimum requirements.

5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars ($1,000,000.00) per claim.

6. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the Provider shall promptly obtain a new policy, timely submit same to the Parish of Ascension for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.

7. Upon failure of Provider to furnish, deliver and/or maintain such insurance

as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.

8. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under $50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.

D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of Ascension on an annual basis or as may be reasonably requested.

8. OTHER TERMS AND CONDITIONS

A. **Licenses and Commissions.** The Provider shall, at all times during the term of this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of Ascension.

B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding Ascension Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.

C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm, for any damage,

injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any negligent acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the negligent conduct of the Provider.

D. This agreement shall be binding upon the successors and assigns for the parties hereto.

E. This agreement represents the entire Agreement between Parish and Provider.

F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.

G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation from the Parish's contract documents.

H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, 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 Parish shall have the right to annul this contract without liability.

I. This contract may be amended only by mutual written consent of the respective parties.

J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.

K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.

N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms “Owner”, “PROJECT MANAGER” and "Parish" and "the Parish of Ascension" may be used interchangeably.

O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.

P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.

Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a

workmanlike and professional manner.

S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the negligent actions or negligent omissions to act of the Provider, its agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the negligent action or negligent omission to act of the Provider.

U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on-site & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & authorized costs generated under the terms of this agreement.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Provider written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Provider in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Provider during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Provider specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment pursuant to Paragraph E below.

C. Right to Cancel

(1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance 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. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

(2) Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

D. Additional Causes for Termination or suspension:

1. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
2. By mutual agreement and consent of the parties hereto.
3. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
4. By either party upon failure to fulfill its obligations as set forth in this contract
5. In the event of the abandonment of the project by the Parish.
6. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider shall be paid for actual work performed prior to the

notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) day notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) day notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.

H. There is a right to cancel by the Parish by giving thirty (30) day notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.

I. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.

J. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard,

interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider 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 Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: 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 the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veteran's status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

12. INDEPENDENT CONTRACTOR

A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the

Parish.

B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.

E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.

F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of Ascension: Office of the Parish President
P.O. Box 1659
Gonzales, LA 70707

Provider: _____
_____
_____

14. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

This agreement is executed in two (2) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

_____ _____

Title: Parish President

_____ **Ascension Parish Government**

Date: _____

WITNESSES

_____ _____

Title: _____

_____

Date: _____

STANDARD FORM: APG-1001 (10/2008)

Professional Engineering and Related Services

1. Project title	2. Project number
3a. Firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform work	3b. Name, title, telephone number, and e-mail address of the official with **signing authority** for this contract
	3c. Name, Title, telephone number, e-mail address and registration number of full-time LA licensed engineer in responsible charge of the project (not required for non-engineering projects)

3d. I certify that the following information is accurate and complete to the best of my knowledge (must be same person as 3b):

Signature:_____ Date:_____

4. Full-time personnel on firm's payroll who are located at the primary work location identified in 3a above:

a. Civil Engineers, with current Louisiana P.E. registration _____

b. Environmental Engineers, with current Louisiana P.E. registration (not included in 4a) _____

c. Land Surveyors, with current Louisiana P.L.S. registration _____

d. Engineers In Training, with current Louisiana E.I. registration _____

e. Designers/Draftsmen _____

f. Survey Party Chiefs _____

g. Real Estate Professionals (Agents and Certified Appraisers) _____

h. Other personnel not included in above categories _____

Total personnel at primary work location (sum of a – h) _____

5. Full-time personnel on firm's payroll, not located at the primary work locations, to be used on this project:

a. Civil Engineers _____

b. Environmental Engineers (not included in 5a) _____

c. Land Surveyors, with current Louisiana P.L.S. registration _____

d. Engineers In Training, with current Louisiana E.I. registration _____

e. Designers/Draftsmen _____

f. Survey Party Chiefs _____

g. Real Estate Professionals (Agents and Certified Appraisers) _____

h. Other personnel not included in above categories _____

Total personnel not located at the primary work location (sum of a – h) _____

6. Do you presently have sufficient staff to perform these services in the designated time frame? (Yes/No)

7. Identify the the element of work (as defined in the advertisement), and the % of the element to be performed by the firm. Also, identify % of work for the overall project to be performed by the firm (must be at least 50%).

8. Do you intend to use a sub-consultant(s)? _____ yes _____ no
(For use by the Prime Consultant only)
All subconsultants/associates listed for this project must attach a signed Form APG-1001

Name and address	Identify the the element of work (as defined in the advertisement), and the % of the element to be performed by the sub-consultant Also, identify the % of work for the overall project to be performed by the sub-consultant.	Worked with prime before? (Yes/No)
1.		
2.		
3.		
4.		
5.		

9. Staffing Plan – A Diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable).

10. Brief résumé of key persons anticipated to work on this project	
a. Name, title & domicile	b. Position or Assignment for this project
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 registered: _____ Branch:_____ State: _____ License No.: _____
g. Specific experience and qualifications relevant to the proposed project:	

11. Work by firm which best illustrates project experience relevant to this project (List not more than 10 Projects)				
a. Project name & location	b. Project description	c. Nature of firm's responsibility & firm members involved	d. Client's name, address, and telephone number	e. Completion date or Percent Complete & cost in thousands

12. All work by firm (all offices) currently being performed for or selected by Ascension Parish Government (as Prime or Sub-consultant)				
a. Project name, and location*	b. Nature of your firm's responsibility (also identify if prime or sub-consultant)	c. Percent complete (by phase/type of work)	d. Contract fees (in thousands)** (by phase/type of work)	
			Total	Remaining
* For master contracts, list open task orders individually ** Do not include sub-consultant's fees		Total		

13. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. This section may also be used to submit proposed prices, if required. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded.

Title 33
ENVIRONMENTAL QUALITY
Part I. Office of the Secretary
Subpart 3. Laboratory Accreditation

Chapter 45. Policy and Intent

§4501. Description and Intent of Program

A. Description and Intent of Program

1. These regulations provide requirements for an accreditation program specifically applicable to commercial laboratories, wherever located, that provide chemical analyses, analytical results, or other test data to the department, by contract or by agreement, and the data is:

a. submitted on behalf of any facility, as defined in R.S. 30:2004;

b. required as a part of any permit application;

c. required by order of the department;

d. required to be included on any monitoring reports submitted to the department;

e. required to be submitted by contract; or

f. otherwise required by department regulations.

2. The department laboratory accreditation program is designed to ensure the accuracy, precision, and reliability of the data generated, as well as the use of department-approved methodologies in the generation of that data. Laboratory data generated by commercial environmental laboratories that are not accredited under these regulations will not be accepted by the department.

B. This accreditation covers the following fields of testing:

1. air emissions;

2. wastewater/surface water;

3. groundwater;

4. solid/hazardous wastes;

5. soils, sediments, and sludges;

6. biological materials;

7. radiologicals/radioassays;

8. bioassays/biomonitoring/toxicological testing; and

9. asbestos.

C. Each field of testing is divided into test categories. Applications for accreditation may be made for one or more test categories within specified fields of testing. To apply the laboratory must identify the specific department-approved methods it will be using for each test category and participate in all relevant department-approved proficiency testing programs. Any variance from approved protocol or procedure is acceptable only with prior written confirmation by the department.

D. Applicants must have an acceptable quality control system and associated documentation. Accreditation earned from other states or regulatory agencies may be accepted by the department, provided that a review shows that the requirements are no less stringent than those required by these regulations. Reciprocity with other state accreditation programs will be reviewed by the department, and if the requirements of these regulations are met, then accreditation may be granted.

E. This Subpart shall not apply to the following:

1. laboratory analyses programs accredited under the regulatory and statutory authority of the Louisiana Department of Health and Hospitals; and

2. personnel monitoring services in accordance with LAC 33:XV.430.C and to those activities specifically licensed in accordance with LAC 33:XV.Chapter 3.Subchapter B, equivalent agreement state regulations, and the Nuclear Regulatory Commission regulations, Title 10 *Code of Federal Regulations*.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:917 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1434 (July 2000), LR 29:312 (March 2003).

§4503. Definitions

A. When used in these rules and regulations, the following words and phrases shall have the meanings ascribed to them below.

Accreditation—the formal recognition by the department of a laboratory's competence wherein specific tests or types of tests can be accurately and successfully performed in compliance with all minimum requirements set forth in these regulations.

Annual Renewal Date—July 1.

Applicant—the laboratory requesting accreditation.

Commercial Laboratory—any laboratory, wherever located, that performs analyses or tests for third parties for a fee or other compensation and provides chemical analyses, analytical results, or other test data to the department, by contract or agreement, and the data is: submitted on behalf

of any facility, as defined in R.S. 30:2004; or required as a part of any permit application; or required by order of the department; or required to be included on any monitoring reports submitted to the department; or otherwise required by department regulations. The term *commercial laboratory* does not include laboratories accredited by the Louisiana Department of Health and Hospitals in accordance with R.S. 49:1001, et seq.

Corrective Action Proficiency Test Sample—a proficiency test sample of known composition provided by an external source (e.g., EPA) that is used to evaluate lab performance after completion of required corrective action(s) of a failed proficiency evaluation test round.

Department—the Louisiana Department of Environmental Quality.

Department Accreditation Program—a program instituted by the department by which a laboratory that generates data for submittal to any area of the department may be deemed an accredited laboratory producing acceptable data, based upon the accuracy and reliability of the generated data, the use of department-approved methodology for the generation of the data, and the utilization of an acceptable quality control/quality assurance program to document the quality of the data produced.

Department-Approved Testing Methods—the laboratory and field procedures that have been approved by the department. These include all EPA-recognized methods, as well as those deemed equivalent by the department, that are adopted from existing standards and regulations or developed for specific fields of testing, specific testing technologies, or specific types of tests. This refers to the methods cited in the 40 CFR and subsequent changes published in the *Federal Register* from such sources as U.S. EPA, *Standard Methods for the Examination of Water and Wastewater,* ASTM, NIOSH, SW-846, *American Public Health Association for Microbiological Methods,* USGS, AOAC, and alternate test procedures approved for use.

Discreditation—the revocation by the department of the formal recognition of the laboratory's accredited status because of a violation of LAC 33:I.5705.F.

EPA—the United States Environmental Protection Agency.

EPA-Accepted Methods—the methods cited in the 40 CFR and subsequent changes published in the *Federal Register*; from such sources as EPA, *Standard Methods for the Examination of Water and Wastewater*, ASTM, NIOSH, SW846, *American Public Health Association for Microbiological Methods*, USGS, AOAC, and alternate test procedures approved for nationwide use, as well as any method approved by the department.

Field of Testing—air emissions; wastewater/surface water; groundwater; soils, sediments, and sludges; solid/ hazardous wastes; biological materials; radiologicals/ radioassays; and bioassays/biomonitoring/toxicological testing.

Field Test—any activity or operation conducted on-site resulting in the measurement of a specific parameter. Field tests are generally conducted at or near the site of sampling and include soil classification, pH, temperature, flow rate, fugitive emissions monitoring of valves, pumps, flanges, etc.

Interim Status—a status that exists in the accreditation process wherein all application requirements have been met by the laboratory, but formal accreditation status has not been granted by the department. Interim status is granted on a case-by-case basis at the discretion of the department and shall not exceed one year in length.

Laboratory—any facility, whether fixed-based, mobile, or field, that analyzes environmental samples and that seeks accreditation by the department.

Laboratory Representative—the laboratory employee who is designated as the contact person responsible for the information provided in the application and for ensuring compliance with the requirements for accreditation.

Mobile Laboratory—any facility that analyzes environmental samples and that seeks accreditation by the department that is capable of moving or being moved from one site to another.

NIST—National Institute of Standards and Technology.

NRC—Nuclear Regulatory Commission.

Primary Accrediting Authority—for the purpose of NELAP Accreditation, the Louisiana Department of Environmental Quality, with the exception of those laboratory analyses accredited under the regulatory and statutory authority of the Louisiana Department of Health and Hospitals.

Proficiency Evaluation Test Sample (PE)—a sample of known composition (unknown to laboratory) provided by an external source (e.g., EPA) that is used to evaluate lab performance.

Reaccreditation—the reinstatement of a fully accredited status by the department, thereby signifying that all violations of LAC 33:I.5705.F that initiated the discreditation action have been corrected and that the laboratory is deemed in compliance with requirements of these regulations.

Reciprocity—a method of obtaining accreditation, whereby the applicant laboratory provides documentation that demonstrates that its current certification or accreditation is no less stringent than required by these regulations. All fees associated with accreditation in the state of Louisiana shall be applicable. Laboratories located within the state of Louisiana shall be required to apply for a certification and shall not be eligible for reciprocity.

Round Robin Testing—a method of proficiency testing, whereby a blind sample is split and sent to laboratories for analysis from the department or its representative. Laboratories participating in round robin testing shall not pass test samples from one laboratory to another. This form of testing shall be limited to use where applicable.

Small Laboratory—a laboratory consisting of 10 or fewer people who influence the quality of data from sample collection through report generation.

Suspension—a temporary removal by the department of the accredited status, in part or whole, of a laboratory because of an infraction(s) of LAC 33:I.5705.F until such time that the infraction(s) is satisfactorily corrected and the laboratory is returned to a fully accredited status or the infraction(s) is not corrected and the laboratory is discredited.

Test Category—any one of the 11 categories listed in LAC 33:I.4705.B in which a laboratory may request department accreditation for a specific test or analysis.

Traceable Material—any material whose true value or true measurement can be related to a standard reference, usually national or international, all having stated uncertainties (e.g., NIST traceable thermometers, standards, reagents, etc.).

Variance—any deviation from a department-approved method that has the potential for affecting the analytical results generated from a test procedure.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:918 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1434 (July 2000), amended by the Office of Environmental Assessment, LR 31:1570 (July 2005).

Chapter 47. Program Requirements

§4701. Accreditation Process

A. The department accreditation process comprises four basic steps:

1. the submittal to the Office of Environmental Assessment of a written request from the laboratory in the form of an application provided by the department, along with payment of all applicable fees;

2. an on-site assessment/evaluation of the laboratory submitting the request/application by authorized representatives of the department with the appropriate laboratory background;

3. the successful participation in department-approved applicable proficiency evaluations; and

4. both periodic technical evaluation of the laboratory and periodic submittal by the laboratory of written documentation that all requirements of the department accreditation program are being fulfilled in order to maintain accreditation.

B. When all requirements for accreditation have been successfully fulfilled, the department shall grant the applicant laboratory a formal notice of certification that lists those analytes and methods for which the laboratory is certified. The certificate must be posted within public view in the laboratory setting.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:919 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1435 (July 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2434 (October 2005), LR 33:2081 (October 2007).

§4703. Application for Accreditation

A. An applicant for environmental laboratory accreditation must be legally identifiable and possess a permanent business address and telephone number. The applicant laboratory must have the staff and resources in order to satisfactorily accomplish those analyses/tests for which accreditation is requested.

B. An application for environmental laboratory accreditation shall be made in writing to the Office of Environmental Assessment. This application shall provide all requested information and be accompanied by the appropriate application fee. Information will include at least one satisfactory round of the most recent department-specified proficiency evaluation test results or an analytical data package for test categories where no accessible proficiency tests exist. Supplemental information may be required.

C. Laboratories maintained on separate premises, even though operated under the same management, shall be required to maintain distinct accreditation. If a laboratory is located outside of the state of Louisiana, it shall be considered a separate and distinct laboratory and shall require individual accreditation. Separate accreditation is not required for buildings on the same or adjoining grounds. If a mobile laboratory is operating independently within the state, separate accreditation may be necessary.

D. Each laboratory must identify an official to represent it in all matters related to attaining and maintaining environmental laboratory accreditation. This official is the point of contact with the laboratory and is known as the laboratory representative. The laboratory representative may be any senior person from either the technical or managerial staff. The laboratory representative should be in a position of authority to ensure that the laboratory complies with the criteria and conditions for accreditation and should have the authority to bind the company in a legal manner.

E. In cases where all application requirements have been met, including review of all methodology and quality assurance program data, a special status of "interim status" may be granted at the discretion of the department on a case-by-case basis. Interim status shall not exceed one year in length. Before a laboratory is granted full accreditation, all requirements of these regulations must be met.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:919 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1435 (July 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2434 (October 2005), LR 33:2081 (October 2007).

§4705. Categories of Accreditation

A. At the time of application each applicant must clearly identify both the fields of testing and the test categories for which accreditation is sought. A copy of the relevant test method documentation and the requisite equipment for the method must be available at the laboratory. A current list of approved methodologies for each parameter/analyte will be maintained by the Office of Environmental Assessment, and a copy of the list will become a part of the application package. In cases where the methodology used by the laboratory is not listed, the laboratory shall submit documentation that will verify that the results obtained from the method in use are equal to or better than those results obtained from the approved methodology. The department will review the data submitted by the laboratory and will notify the laboratory in writing within 60 calendar days if the method is acceptable or unacceptable as an alternate method of analysis.

B. A laboratory may apply for accreditation in any one or more of the eight fields of testing (e.g., air emissions, wastewater/surface water, etc.) and in one or more of the 11 test categories applicable to the field(s) of testing selected. The laboratory shall be accredited in those parameters within the test category(ies) for which the laboratory demonstrates acceptable performance on proficiency samples (when available) and meets all other requirements of the department accreditation program. The accreditation test categories are as follows:

1. metals;

2. air pollutants including industrial hygiene and Toxic Organic Compounds (T.O.) methods, stack sampling, and ambient air;

3. nutrients, minerals, ions, demands, classical wet chemistry, and total and fecal coliform;

4. microbiology (including fecal coliform and total coliform);

5. bioassay and biomonitoring;

6. organics (including volatiles, semi-volatiles, pesticides, herbicides, and PCBs);

7. dioxins and furans;

8. radiochemistry and radio assay;

9. asbestos;

10. geo-technical properties of soils including, but not limited to, compaction test, permeability, particle size analysis, soils classification, etc.; and

11. minor conventional parameters—BOD_5, oil and grease, TSS, pH, fecal and total coliform, and residual chlorine.

C. An accredited laboratory may request the addition of field(s) of testing and test category(ies) to its scope of accreditation at any time. Such a request must be submitted in writing to the Office of Environmental Assessment. Unless the previous on-site inspection can verify the competence of the laboratory to perform the additional tests, another on-site inspection may be required.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:919 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1435 (July 2000), LR 26:2443 (November 2000), repromulgated LR 27:38 (January 2001), amended by the Office of Environmental Assessment, LR 31:1570 (July 2005), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2435 (October 2005), LR 33:2081 (October 2007).

§4707. Fees

A. Testing laboratories applying for accreditation or renewal of accreditation shall submit the appropriate fee calculated from the fee schedule along with the required application or update materials. Fees are nonrefundable. Fees are based on test categories and not the fields of testing.

B. In-house laboratories owned and/or operated by the state, local, or federal government are exempt from the fee requirements paid to the department, but shall make appropriate application for accreditation in accordance with other provisions of these regulations. Required proficiency samples shall be purchased by the laboratory and the required third-party audit shall be billed directly to the laboratory.

C. The annual fees shall not be prorated and shall apply in full to any portion of the fiscal year that remains prior to the annual renewal date (July 1).

D. The following basic fee structure will be used in determining the initial or annual fees due to the department.

Accreditation application fee payable every three years	$660
Per major test category payable every year	$330
Minor conventional category payable every year	$264
Annual surveillance and evaluation applicable to minor conventional facilities and facilities applying for only one category of accreditation	$330
Proficiency samples biannually	to be purchased by the laboratory
Bioassay/biomonitoring annually	to be purchased by the laboratory
Third-party audit	to be billed directly to the laboratory

E. Additional fees may be charged for the expansion of accreditation to include new test categories. Fees must be received prior to granting accreditation. Fee assessment will depend on the category(ies) of analyses and the need for a supplemental on-site inspection.

F. Travel expenses incurred by representatives of the department, traveling within and outside of the state of Louisiana, conducting an assessment/inspection for the purpose of accreditation shall be reimbursed by the laboratory. These rates shall be in accordance with the Division of Administration state general travel regulations, within the limits established for state employees.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:920 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1436 (July 2000), LR 29:672 (May 2003), LR 29:2041 (October 2003).

§4709. Inspection of Laboratory

A. As a condition of obtaining and maintaining accreditation, a laboratory shall permit and facilitate inspections by personnel or designated representatives of the department. The specific requirements of an on-site inspection are outlined in LAC 33:I.Chapter 51.

B. Inspectors shall conform to appropriate safety procedures during an on-site inspection. The authorized representatives of the department who perform the on-site evaluation must be experienced professionals and hold at least a bachelor's degree in a science-related field with technical experience in a laboratory. The representative(s) must successfully complete a laboratory certification course presented by the United States Environmental Protection Agency, the National Institute of Standards and Technology, or other department-approved training group.

C. Regular inspections of accredited laboratories shall be conducted at intervals of not more than two years. Such inspections shall be conducted by representatives of the department upon presentation of credentials. Prior to granting initial accreditation and after all documentation provided to the department has been reviewed, an announced on-site laboratory inspection shall be performed.

D. Inspections may include on-site proficiency test sample(s) analyses but shall not exceed 10 percent of the test parameter(s) but must maintain minimum of one test. If there is a cost for these samples, the department will bill the laboratory, and the laboratory shall remit within 30 calendar days.

E. Laboratories that utilize mobile and/or field laboratories shall not be required to certify each laboratory individually. The mobile and/or field facilities shall be considered a part of the fixed-based laboratory and shall be required to participate in performance evaluation studies. Mobile and/or field laboratories shall not be exempt from any applicable requirements of an on-site evaluation as outlined in LAC 33:I.Chapter 51. Mobile and/or field laboratories may be inspected at the discretion of the department. In the event an organization is composed entirely of mobile and/or field laboratories and no fixed-based laboratory exists, the business address of the organization shall be utilized as the location for accreditation purposes.

F. Fixed-base laboratories that have moved to a new location shall be inspected within 30 calendar days after the laboratory has notified the department, in writing, of such change in location as required in LAC 33:I.5707.

G. The department shall reserve the right to inspect or observe the testing procedure(s) of the laboratory if such action is deemed necessary by the department.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:920 (May 1998).

§4711. Proficiency Testing Participation

A. All accredited environmental laboratories or laboratories seeking accreditation must participate in department-approved proficiency testing programs relevant to their scope of accreditation, except when determined by the department that an appropriate proficiency test is not accessible or readily available. The department may provide appropriate commercial test samples at the applicant's expense whenever necessary.

B. If proficiency test samples are not available for particular test categories, the laboratory requesting accreditation will submit an "analytical data package." An "analytical data package" shall include all relevant analytical methodology, technical information, and quality assurance results concerning a particular type of analysis for which there is no current proficiency testing program.

C. Department-approved proficiency tests shall be used to provide suitable evidence of laboratory proficiency.

D. Proficiency testing studies will be available at a minimum of every six months. Laboratories shall participate in two proficiency test studies per year for each field of testing. Failure to meet the minimum semiannual schedule shall be regarded as a failed proficiency test study. Laboratories may set up round robin testing programs under the department's supervision in order to satisfy this requirement, using splits where applicable.

E. Laboratories shall satisfactorily complete two proficiency test studies offered for each test category accredited within the most recent three proficiency test studies attempted. A year shall be considered as the 12-month period from the first day of July until the last day of June. Results shall be considered satisfactory when they are within the acceptable limits established by the testing agency or the department.

F. Each participating laboratory shall authorize the proficiency test provider to release the results of the proficiency evaluation (PE) test to the Office of Environmental Assessment at the same time that they are submitted to the laboratory. Every laboratory that receives test results that are "unacceptable" for a specific analyte must investigate and identify likely causes for these results, resolve any problems, and report such activity to the Office of Environmental Assessment, along with the submittal of corrective action proficiency sample test results. The laboratory shall report only the analytes for which corrective action was required.

G. In cases of on-site proficiency testing, the department shall inform the laboratory of the results of the evaluation. The department may require the laboratory to analyze additional proficiency samples if the results of such test are "unacceptable."

H. Results of proficiency testing during the preceding 12 months shall be made available by the laboratory, upon request, to any person utilizing or requesting the services of the laboratory.

I. Accredited laboratories that desire to extend the range of tests or analyses offered shall submit a written request with the appropriate fees, shall comply with the requirements of these regulations, and shall demonstrate satisfactory results in at least one round of proficiency testing samples prior to receiving accreditation.

J. Laboratories shall bear the cost of any subscription(s) to a proficiency testing program required by the department for compliance purposes.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:921 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1436 (July 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2435 (October 2005), LR 33:2081 (October 2007).

§4713. Interim Acceptance of Accreditation by Another Accrediting Authority for In-State Laboratories

A. Acceptance of accreditation from another accrediting authority as equivalent accreditation shall be determined by the department.

B. All of the following requirements must be fulfilled:

1. a completed application form and support documents submitted;

2. any appropriate fee(s) paid;

3. evidence of successful participation in a proficiency testing program or its equivalent;

4. written documentation of accreditation sent to the department;

5. a comparison of certification requirements from the accredited laboratory; and

6. an on-site evaluation/inspection conducted by authorized representatives of the department or the previous inspection conducted by the accrediting authority.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:921 (May 1998).

§4715. Accreditation for Laboratories Not Located in Louisiana

A. Out-of-state laboratories may receive accreditation via two mechanisms:

1. direct application to the department based on the requirements of this program; or

2. reciprocity based on evaluation of current accreditation maintained. Reciprocal accreditation is based on meeting the requirements set forth in LAC 33:I.4713.

B. A testing laboratory located outside of Louisiana may receive accreditation from the department or from another agency having environmental regulatory responsibility or delegated administrative authority, if approved by the department. The laboratory shall comply with all documentation and fee requests from the department.

C. If the out-of-state laboratory's accreditation is revoked, the Louisiana authorization is thereby automatically canceled. The environmental representative shall notify the state and all clients in Louisiana that utilize the laboratory of the revocation within 10 calendar days.

D. When accreditation of the laboratory has been reinstated, the department will request adequate documentation from the laboratory indicating that the laboratory is in compliance with these regulations. The following requirements must be fulfilled before the department reinstates the laboratory as accredited:

1. a completed application form and support documents submitted;

2. fee(s) paid in accordance with LAC 33:I.4707;

3. evidence of successful participation in a proficiency testing program or its equivalent;

4. written documentation of accreditation sent to the department; and

5. an on-site evaluation/inspection conducted by authorized representatives of the department.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:921 (May 1998).

§4719. Implementation

A. All commercial laboratories analyzing data as of the effective date of these regulations that are directly or indirectly submitting data to the department must submit an application for accreditation as required in LAC 33:I.4701.A.1, including the review fee, by July 1, 2000. The department shall not accept laboratory data generated by laboratories that do not comply with this deadline until such laboratories receive accreditation and fully comply with the requirements of this Section. The department shall not accept environmental data submitted to the department either directly or indirectly until the laboratory has applied for accreditation under these regulations.

B. All laboratories subject to these regulations must receive accreditation from the department, as provided in these regulations, undergo an on-site inspection as specified in LAC 33:I.4701.A.2, and successfully participate in proficiency evaluations as required in LAC 33:I.4701.A.3 by December 31, 2000, or as otherwise agreed to by the department and the applicant, not to exceed one year from December 31, 2000. The department shall not accept data generated by laboratories that do not comply with these deadlines until such laboratories receive accreditation and fully comply with the requirements of this Section.

C. The department will accept analytical data generated by laboratories that do not comply with the deadlines established in Subsection B of this Section for accreditation if such laboratories:

1. have submitted a complete application form and supporting documents;

2. have submitted documentation verifying certification/accreditation by a department-approved accreditation program or supporting documentation showing the quality assurance and quality control program used to generate analytical data by the laboratory; and

3. have paid appropriate fees.

D. These regulations shall not apply to *field tests* as defined in LAC 33:I.4503.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:922 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1436 (July 2000), LR 29:312 (March 2003).

Chapter 49. Organization and Personnel Requirements

§4901. Laboratory Staff for All Programs Covered by These Regulations

A. Managerial Staff. The laboratory shall have the managerial staff with the authority and resources needed to discharge their duties. The technical director or his/her designated representative shall be a full-time member of the laboratory staff who has the authority to exercise the day-to-day supervision of the laboratory policies and procedures. The laboratory shall be organized in such a way that confidence in its independence of judgment and integrity is maintained at all times. The laboratory shall specify and document the responsibility, authority, and interrelation of all personnel who manage, perform, or verify work affecting the quality of calibrations and tests. Such documentation shall include:

1. a clear description of the lines of responsibility in the laboratory;

2. personnel proportioned such that adequate supervision is ensured. An organizational chart is recommended; and

3. job descriptions for all positions.

B. Laboratory Technical Director

1. Academic Training. The laboratory technical director must have a bachelor's degree in science or a minimum of four years' equivalent experience in a related field.

2. Experience. The laboratory technical director must have a minimum of two years' experience in the area of environmental analysis.

C. Quality Assurance Manager

1. Academic Training. The quality assurance manager must have a minimum of a bachelor's degree in science or four years' equivalent experience in a related field.

2. Experience. The quality assurance manager must have a minimum of two years' environmental laboratory experience.

3. Reporting Authority. The quality assurance manager must have direct access to the highest level of management for decisions regarding laboratory quality assurance policy and resources. He or she must have independent authority regarding quality assurance oversight and implementation of the quality assurance program. This organizational position must not report through the technical management of the laboratory. The quality assurance manager must have the opportunity and freedom to evaluate data objectively without influence from technical or financial management.

4. Technical Knowledge. The quality assurance manager must have a general knowledge of all analytical methods that are performed by the laboratory.

5. Small Laboratories. In smaller laboratories (staff less than 10 total employees), the quality assurance manager's responsibilities may be performed by an upper level technical or operational manager of the facility. Academic and experience requirements apply.

D. Supervisors

1. Academic Training. Supervisors must have a minimum of a bachelor's degree or a minimum of four years' experience in a related field.

2. Experience. Supervisors must have a minimum of one year of experience in the area to be supervised, preferably with a minimum of six months' supervisory experience.

3. Radiochemistry. If the individual is supervisor of a radiochemistry laboratory, the individual must have a minimum of four years' experience in the field/area of radiochemistry; however, each year of additional college-level training in related fields may substitute for one year of experience, up to a maximum of two years.

E. Instrument Operators

1. Academic Training. Instrument operators must have a minimum of a high school diploma or equivalent and satisfactory completion of a short course or structured in-house equivalent on the operation of the instrument (by equipment manufacturer, professional organization, university, or other qualified training facility).

2. Experience. Instrument operators must have a minimum of six months' experience in the operation of the instrument with documentation that acceptable results are achieved by the operator (performance evaluation and quality control samples successfully analyzed).

3. On-the-Job Training. During on-the-job training to fulfill the requirement for experience, the data produced by the operator shall be deemed acceptable when validated and reviewed by a qualified instrument operator and/or laboratory supervisor.

F. Analyst

1. Chemistry Procedures

a. Academic Training. An analyst must have a minimum of a high school diploma or equivalent, plus proper training in a methods training course or by a qualified analyst.

b. Experience. An analyst must have a minimum of six months' laboratory experience with the analysis procedure(s) with documentation that acceptable results are achieved by the analyst (performance evaluation and quality control samples successfully analyzed).

c. On-the-Job Training. During on-the-job training to fulfill the requirement for experience, data produced by the analyst shall be deemed acceptable when validated and reviewed by a qualified analyst and/or laboratory supervisor.

2. Microbiological Procedures

a. Academic Training. An analyst must have a minimum of a bachelor's degree in science or four years' experience in a related field. He or she must have training in water analyses for total coliform and fecal coliform, a minimum of a high school diploma, or the equivalent, and satisfactory completion of a short course or structured in-house equivalent on the proper techniques of analysis.

b. Experience. An analyst must have a minimum of six months' experience in microbiological analysis and techniques.

3. Radiological Procedures (Gross Alpha, Gross Beta, and Specific Radionuclides)

a. Academic Training. An analyst must have a minimum of a high school diploma or equivalent, plus specialized training in standards and sample preparation, instrument calibration, calculations, and data handling.

b. Experience. An analyst must have a minimum of six months of on-the-job training. An analyst may assist in routine sample preparation and radioanalytical procedures provided that the work is supervised and validated by a qualified analyst and/or laboratory supervisor.

4. Biomonitoring Procedures

a. Academic Training. An analyst must have a minimum of a high school diploma, or the equivalent, and documented training by a qualified analyst. EPA video training tapes should be utilized where available.

b. Experience. An analyst must have six months of on-the-job training with documentation of acceptable results from standard reference toxicant tests performed by the analyst.

c. On-the-Job Training. During on-the-job training to fulfill the requirements for experience, data produced by the analyst shall be deemed acceptable when validated and reviewed by a qualified analyst and/or laboratory supervisor.

G. Information on the relevant qualifications, training, and experience of the technical staff shall be maintained by the laboratory.

H. The laboratory shall provide additional training as needed in order to keep personnel current with new procedures, changes in existing procedures, and/or equipment changes or improvements.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:922 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1436 (July 2000).

Chapter 51. On-Site Inspection/Evaluation

§5101. Inspection Procedures

A. The authorized representative(s) of the department shall schedule the initial on-site inspection with the applicant laboratory. The authorized representative(s) of the department may make an announced or unannounced inspection or examination of an accredited laboratory whenever the department, in its discretion, considers such an inspection or examination necessary to determine the extent of the laboratory's compliance with the conditions of its accreditation and these regulations. Any refusal to allow entry to this representative shall constitute a violation of a condition of accreditation and is grounds for discreditation. The laboratory shall provide appropriate safety equipment for the department representative(s) when required.

B. Additional inspections may be conducted when evaluations and submissions from the laboratory or its clients indicate significant technical changes in the capability of the laboratory have occurred.

C. The following shall be available for review at the laboratory:

1. quality assurance plan;
2. approved methodology manual;
3. quality assurance data; and
4. proficiency test data.

D. During inspections, consideration will be given to:

1. competence of the staff;
2. working conditions, including adequacy of space;
3. lighting, equipment, and supplies;
4. efficient organization of the laboratory;
5. testing or analytical methods used;
6. quality control procedures;

7. maintenance of all required records; and

8. compliance with all the requirements of these regulations.

E. Laboratory inspection will follow this general outline:

1. an entry briefing with laboratory management;

2. review of quality documentation, sample handling, and records, such as typical lab results and reports of test data;

3. interviews with technical staff;

4. demonstration of selected tests, as necessary;

5. examination of equipment and calibration records;

6. an exit briefing including the specific identification of any deficiencies; and

7. a written report of inspection findings to be forwarded to the laboratory within 60 working days after the on-site visit.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:923 (May 1998).

§5103. Laboratory Facilities

A. The laboratory conditions in which the tests are undertaken shall not invalidate the test results or adversely affect the required accuracy of measurement. The laboratory shall have the equipment, adequate storage facilities, procedures to preserve the identity, concentration and stability of samples, and energy sources needed for proper testing. They shall be equipped with devices to monitor essential environmental conditions. Specifically, the testing laboratory shall include the following:

1. adequate workspace, ventilation, light, and access to stable power sources at work stations;

2. exhaust hoods for proper elimination of volatile materials;

3. contamination-free work areas as necessary;

4. chemical and sample handling areas that will provide safe working areas and prevent cross contamination of samples;

5. adequate storage facilities for samples, extracts, reagents, solvents, reference materials, and standards to preserve their identity, concentration, purity, and stability;

6. adequate procedures and facilities in place for collection, storage, and disposal of wastes, including expired chemicals, reagents, solutions, standards, and other material with a limited shelf-life;

7. where relevant, adequate procedures and facilities for handling materials that may transmit infectious agents and radioactive materials;

8. appropriate storage for volatile, corrosive, or explosive chemicals and flammable solvents;

9. adequate separation of activities to ensure that no activity has an adverse effect on analyses;

10. separate culturing and testing facilities for biomonitoring laboratories; and

11. counting rooms that are physically separated from other activities in radiological laboratories.

B. Access to and use of all test areas shall be regulated in a manner appropriate to their designated purpose, and entry by persons external to the laboratory shall be controlled.

C. Adequate measures shall be taken to ensure cleanliness in the testing laboratory.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:924 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1437 (July 2000).

§5105. Test Methods and Procedures

A. The testing laboratory shall have adequately documented instructions on the use and operation of all relevant equipment, on the handling and preparation of test items, where applicable, and on standard testing techniques, where the absence of such instructions could jeopardize the efficiency of the testing process. All instructions, standards, manuals, and reference data relevant to the work of the testing laboratory shall be maintained up-to-date and be readily available to the staff.

B. The testing laboratory shall use department-approved methodologies. These methodologies shall be available to the staff performing the tests.

1. Any variance from department-approved methodology is acceptable with prior written confirmation by the department. When an approved method or an appropriate modification is not available, the data may be accepted when submitted with the method validation package that must include, at a minimum, the requirements found in Paragraph B.2 of this Section.

2. Where it is necessary to deviate from department-approved methods, a method validation package shall be submitted. This validation package must include, at a minimum, the following:

a. origin of method;

b. deviations from standard;

c. reason for deviations;

d. effects of deviations; and

e. comparison with the department-approved methods replaced, with documentation indicating results achieved from the modified method are equal to or better than the original method.

C. Any federal and/or state regulations applicable to the request for alternate methodology shall have priority over these regulations, and shall be utilized in the assessment of the request.

D. The testing laboratory shall have implemented the written standard operating procedures (SOPs), which shall be available to the staff and the inspector.

E. The testing laboratory shall have an acceptable and written quality assurance program plan that is implemented by the staff and readily available to the inspector.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:924 (May 1998).

§5107. Deficiencies Identified during On-Site Inspection

A. Whenever deviations or deficiencies are found during an inspection, documentation of same will be included in the written report as required in LAC 33:I.5101.E.7. The laboratory representatives (or designees) will be asked to attest to (sign) receipt of the on-site inspection form and review same with the representative of the department conducting the inspection. The laboratory shall have a period of 30 calendar days from date of receipt of the laboratory inspection report in which to respond to the deficiencies reported and submit a plan for correcting all identified deficiencies. If the laboratory fails to respond, the accreditation process will terminate and the laboratory will be considered as nonaccredited.

B. The laboratory shall correct any deficiencies or deviations within six months from the date of receipt of the inspection report. If deficiencies affecting the accuracy of results are found, the accreditation shall be immediately suspended or revoked.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:924 (May 1998).

§5109. Report of On-Site Inspection

A. The department shall prepare for each accredited laboratory a listing of the test categories for which the laboratory has demonstrated proficiency during inspections. Inspection reports and listings shall be deemed public records. The department shall prepare a certificate of accreditation identifying the test categories for which the laboratory has been approved.

B. Whenever an accredited laboratory completes the requirements for increasing the scope of accredited analyses performed, another on-site inspection may be required, unless the previous annual on-site inspection verifies the competency of the laboratory to perform the additional tests.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:925 (May 1998).

§5111. Laboratory Safety Program

A. While specific safety criteria are not an aspect of laboratory accreditation, laboratory personnel should apply general and customary safety practices as part of good laboratory procedures. Each laboratory is strongly encouraged to have a written safety plan as part of their standard operating procedures. However, when safety practices are included in any approved method, those procedures become mandatory and must be strictly followed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:925 (May 1998).

Chapter 53. Quality System Requirements

§5301. Quality Assurance/Quality Control Requirements

A. Each laboratory seeking accreditation shall maintain their Quality Assurance/Quality Control (QA/QC) program using appropriate document control practices. The quality assurance manual, analytical methods, and administrative procedures necessary to meet requirements of these regulations shall be reviewed for accuracy and approved for release by the appropriate personnel, distributed, and controlled to ensure the use of the current approved version. Each laboratory seeking accreditation shall:

1. have documented quality control procedures in use for each analytical procedure;

2. comply with all quality control procedures required by applicable federal, state, or public health agencies when performing analyses; and

3. have procedures to be followed for feedback and corrective action whenever testing discrepancies are detected or departures from documented policies and procedures occur.

B. The laboratory shall operate an internal quality assurance program appropriate to the type, range, and volume of work performed. A person/persons having responsibility for quality assurance within the laboratory shall be designated by the laboratory management and have direct access to top management.

C. The quality assurance program shall be documented in a quality assurance manual that is available for use by the laboratory staff. The quality assurance manual shall be maintained by the quality assurance manager. The quality assurance manual shall contain information regarding:

1. the structure of the laboratory (organizational charts and generic position descriptions) including relationship between management, technical operations, support services, and quality systems;

2. the operational and functional duties and services pertaining to quality assurance, so that each person concerned knows the extent and the limits of his/her responsibility;

3. general quality assurance procedures;

4. procedures for feedback and corrective action whenever testing discrepancies are detected;

5. chain of custody procedures;

6. a quality policy statement, including objectives and commitments, by management;

7. references to procedures for the control and maintenance of documents, including document control of laboratory notebooks, instrument logbooks, standards logbooks, and records for data reduction, validation, storage, and reporting;

8. the laboratory's procedures for achieving traceability of measurements to NIST reference materials or other traceable commercial vendors;

9. the laboratory's scope of tests;

10. references to procedures for handling submitted samples;

11. references to major equipment, as well as the facilities and services used by the laboratory;

12. references to procedures for calibration, verification, and maintenance of equipment;

13. references to verification practices including interlaboratory comparisons, proficiency testing programs, use of reference materials, and internal quality control schemes;

14. the laboratory management arrangements for departures from documented policies and procedures or from standard specifications;

15. references to policy and procedures for the resolution of complaints received from clients or other parties. Records of the complaint and subsequent action shall be maintained;

16. references to procedures for protecting confidentiality and proprietary rights;

17. references to procedures for audit and review;

18. identification of the laboratory's approved signatories; at a minimum, the title page of the quality assurance manual must have the signed and dated concurrence (with appropriate titles) of all responsible parties, including the quality assurance officer(s), technical director, and the laboratory manager;

19. references to processes/procedures for educating and training personnel in their ethical and legal responsibilities, including potential punishment and penalties for improper, unethical, or illegal actions;

20. references to processes/procedures for establishing that personnel are adequately experienced in the duties they are expected to carry out and/or receive any needed training;

21. references to procedures for reporting analytical results; and

22. a table of contents and applicable lists of references, glossaries, and appendices.

D. The quality assurance system shall be reviewed annually by management to ensure its continued effectiveness. Such reviews shall be documented with details of any changes.

E. The laboratory shall conduct annual internal audits to verify the compliance with the laboratory's quality system. The quality assurance officer shall be responsible for planning and organizing audits. Personnel shall not audit their own activities.

F. Standard operating procedures (SOPs) shall be kept in a manual available to the analyst and the inspector. SOPs may be included as a part or section of the laboratory's quality assurance manual. The laboratory shall have clearly defined, written SOPs or an equivalent, addressing, at a minimum, and as appropriate:

1. methods of analysis:

a. identification of the test method;

b. applicable matrix or matrices;

c. detection limit;

d. scope and application, including components to be analyzed;

e. summary of test method;

f. definitions;

g. safety;

h. equipment and supplies;

i. reagents and standards;

j. sample collection, preservation, storage, handling, and chain of custody;

k. quality control;

l. calibration;

m. procedure;

n. calculations;

o. method performance;

p. pollution prevention;

q. data assessment and acceptance criteria for quality control measures;

r. corrective actions for out-of-control or unacceptable data;

s. contingencies for handling out-of-control or unacceptable data;

t. waste management;

u. references; and

v. any tables, diagrams, flowcharts, and validation data;

2. procurement and inventory procedures;

3. preventive maintenance;

4. recordkeeping and record storage (archives);

5. data reduction, validation, and reporting;

6. correcting erroneous reports;

7. management of laboratory wastes and hazardous materials; and

8. complaints registered against the laboratory's testing procedures, reporting procedures, and/or other general operating procedures.

G. Supervisory staff shall be responsible for quality assurance/quality control implementation and compliance.

H. The following general quality control principles shall apply, where applicable, to all testing laboratories. The manner in which they are implemented is dependent on the types of tests performed by the laboratory (e.g., chemical, microbiological, radiological). The standards for any given test type shall assure that the following applicable principles are addressed:

1. all laboratories shall have protocols in place to monitor the following quality controls:

a. adequate controls to monitor tests such as blanks, spikes, or reference toxicants;

b. adequate tests to define the variability and/or reproducibility of the laboratory results such as duplicates;

c. measures to ensure the accuracy of the test data, including sufficient calibration and/or continuing calibrations, use of certified reference materials, proficiency test samples, or other measures;

d. measures to evaluate test performance, such as method detection limits, or range of applicability such as linearity;

e. selection of appropriate formulae to reduce raw data to final results such as linear regression, internal standards, or statistical packages;

f. selection and use of reagents and standards of appropriate quality; and

g. measures to assure constant and consistent test conditions (both instrumental and environmental) where required by the method, such as temperature, humidity, light, or specific instrument conditions;

2. all quality control measures shall be assessed and evaluated on an ongoing basis, and quality control acceptance limits shall be used to determine the validity of the data. The acceptance/rejection criteria shall be updated at a frequency established by the method or by the department's standards;

3. the laboratory shall have procedures for the development of acceptance/rejection criteria where no method or regulatory criteria exists; and

4. the method-specified and/or method-recommended quality control protocols shall be followed. The essential standards shall be used if no protocols are written into the method or if the method protocols are less stringent.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:925 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1437 (July 2000).

§5303. Equipment and Supplies

A. The laboratory shall be furnished with or have access to all items of equipment required for correct performance of the analytical procedures for which it is accredited.

B. All equipment shall be properly maintained. Maintenance shall be documented.

C. Defective equipment shall be removed from service and labeled until it has been repaired and shown to function satisfactorily.

D. Records shall be maintained for each item of equipment and all reference materials significant to the tests performed. Maintenance logbook(s) and/or an electronic maintenance database with scheduled backups shall be maintained for all major equipment. Each log shall include:

1. the name of the item of equipment;

2. the manufacturer's name, type identification, and serial number;

3. the date received and the date placed in service;

4. the condition of equipment when placed in service (new, used, or reconditioned);

5. the current location;

6. the location of manufacturer's instruction manual (if available); and

7. the details of maintenance, including history of any damage, malfunction, modification, or repair.

E. In the case of measuring equipment, calibration records shall be maintained.

F. Records shall be maintained for acquisition of all equipment, reagents, and support services utilized by the laboratory in the generation of analytical data.

G. Supplies used for environmental testing shall meet the following minimums:

1. analytical reagents:

a. analytical reagent grade (AR) chemicals or equivalent are acceptable, unless individual procedures specify other reagent requirements;

b. stock and working standard solutions shall be checked regularly for signs of decomposition and expiration;

c. all solutions shall be labeled with identification of the compound, concentration, date prepared, analyst who prepared solution, and expiration date;

d. all purchased chemicals, solutions, and standards shall be labeled with dates of receipt, the dates of expiration on the container, and the date when the container is opened;

e. when reagents are removed from a container, they shall be used entirely or the unused portion discarded. Unused portions of a reagent may not be returned to the original container; and

f. compressed gases shall be of commercial grade, unless individual procedures specify other requirements;

2. glassware shall be cleaned and maintained properly as required by the test methodology; and

3. thermometers:

a. the laboratory shall have access to a NIST (National Institute of Standards and Technology) traceable thermometer where applicable;

b. the calibration of working thermometers, with the exception of dial thermometers, shall be checked at least annually against a NIST traceable certified thermometer and results recorded and documented per thermometer;

c. the calibration of dial-type thermometers shall be checked at least quarterly against a NIST traceable thermometer and results recorded per thermometer; and

d. thermometers shall be labeled when calibrated and the correction factor recorded.

H. Equipment used for environmental testing shall meet the following minimums:

1. analytical balances/pan balances:

a. records of balance calibration shall be kept for at least two ranges with a minimum class S or S-1 reference weights or equivalent (weights should be recertified every two years). Records showing daily (or before each use) functional/calibration checks for analytical balances and monthly functional/calibration checks for pan balances shall be maintained;

b. balances shall be calibrated and serviced at a minimum of once per year and service date recorded on the balance; and

c. balances may only be used with suitable support;

2. pH meters:

a. the laboratory shall use a pH meter with appropriate electrode with scale graduations at least 0.1 pH units (calibrated to ± 0.1 pH units for each use period) with temperature correction;

b. either a thermometer or a temperature sensor for automatic compensation shall be in use;

c. records shall be maintained indicating calibration daily or before each use, whichever is less frequent; and

d. aliquots of standard pH 4 and pH 7 or pH 7 and pH 10 shall be used only once;

3. conductivity meter:

a. a conductivity meter and probe of sufficient sensitivity shall be in use;

b. records shall be kept to show a daily or before each use calibration check, whichever is less frequent. Calibration shall be within the range of interest using standard solutions; and

c. records shall be kept showing that the cell constant is determined annually;

4. refrigeration equipment:

a. thermometer(s) in each refrigerator shall be immersed in liquid to the appropriate immersion line;

b. thermometers shall be graduated in increments no larger than 1^{o} C;

c. temperatures for each refrigerator shall be recorded for each day in use for laboratory activities;

d. samples shall be stored in separate refrigerators from all standards where a potential for cross-contamination exists; and

e. refrigerator temperature should be maintained between 1^{o} C and 6^{o} C (inclusive), and freezer temperature shall be less than 0^{o} C;

5. visual comparison devices:

a. visual devices shall be calibrated according to manufacturer's specifications and/or test methodologies; and

b. results shall be recorded and maintained; and

6. ovens/incubators/baths:

a. temperature shall be adequately controlled; and

b. records shall be kept to show that temperature is maintained (e.g., beginning and end of each use cycle or daily for extended drying periods).

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:926 (May 1998), repromulgated LR 24:1093 (June 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1438 (July 2000).

§5305. Calibration

A. Measuring and testing equipment used by the testing laboratory shall be calibrated, where appropriate, before being put into service and thereafter according to an established program.

B. The overall program of calibration of equipment shall be designed and operated so as to ensure that measurements made in the testing laboratory are traceable (where the concept is applicable) to national standards of measurement and, where available, to international standards of measurement specified by the International Committee of Weights and Measures. Where the concept of traceability to national or international standards of measurement is not

applicable, the testing laboratory shall provide satisfactory evidence of correlation or accuracy of test results (e.g., by participation in a suitable program of interlaboratory comparisons).

C. The laboratory shall record all calibration data including frequency, conditions, and standards used for all analytical methodology.

D. The laboratory shall verify and document all standards versus primary (reference) standards.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:927 (May 1998), repromulgated LR 24:1093 (June 1998).

§5307. Test Methods and Procedures

A. The laboratory shall have procedures for making and controlling revisions to in-house SOPs, using revised SOPs only after written authorization from the designated laboratory authority.

B. Quality control procedures shall be documented and available to the staff as required in LAC 33:I.5301.C.

C. All manual calculation and data transfers shall be subject to appropriate checks.

1. When manual calculations are checked by a supervisor or another analyst, the results shall be initialed and dated on the work sheet by the individual who verified the results.

2. Where results are derived by electronic data processing techniques, the stability of the system shall be such that the accuracy of the results is not affected. This generally implies an ability to detect malfunctions in the hardware during program execution and take appropriate corrective action. Adherence to good automated laboratory practices (GALP) is recommended; however, at a minimum the laboratory must comply with the following:

a. computer software must be appropriate for the intended use;

b. procedures must be established and implemented for the protection of the integrity of data. Such procedures shall include:

i. integrity of data entry or capture;

ii. data storage;

iii. data transmission; and

iv. data processing;

c. computer and automated equipment must be provided with acceptable environmental operating conditions in order to maintain the operating integrity of the system; and

d. appropriate procedures must be implemented in order to maintain the security of data. These procedures must include prevention of unauthorized access to computer records and prevention of unauthorized amendments or changes to computer records.

D. Whenever samples are subcontracted to another environmental testing laboratory, the original laboratory shall maintain a verifiable copy of results with a chain of custody. This procedure may not be used to circumvent proper accreditation or any state requirements. The original laboratory is responsible for ensuring that the secondary laboratory used is properly accredited for the scope of testing performed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:927 (May 1998).

§5309. Radiochemistry and Radionuclide Assay

A. General Requirements. Radiochemistry and radionuclide assay laboratories shall be subject to the requirements set forth throughout these regulations and to those specific requirements established in this Section. These are minimum specifications, and more stringent criteria may be utilized.

B. Quality Control Practices

1. The laboratory shall continually evaluate its performance for each method and matrix that includes the determination of accuracy and precision.

2. Supervisory personnel shall conduct a documented review of the data calculations and quality control (QC) results.

3. Deviations or deficiencies shall be reported to management and documented. QC data shall be retrievable for all analyses.

4. Method detection limits shall be determined and documented. Confirmation of detection limits shall be done yearly or as required by the method.

C. Quality Assurance Checks

1. Radiochemistry and Associated Radionuclide Assay. Ten percent of all analyses shall be QC, unless otherwise specified by the specific method. A minimum of three QC samples should be performed for each batch. The lab should repeat all samples if the QC check standard is outside the 95 percent confidence interval ($\pm$ two standard deviations). Samples should be performed as follows:

a. QC samples should include one spike in 10 or one spike per batch if less than 10;

b. QC samples should include one blank in 10 or one blank per batch if less than 10;

c. QC samples should include one duplicate or spiked duplicate in 10 or one duplicate per batch if less than 10; and

d. spike samples should be representative of specified regulatory limits and/or they should approach the method-specific minimum detectable activities or lower limit of detections.

2. Radionuclide Assay Other than Radiochemistry. Ten percent of all analyses shall be QC, unless otherwise specified by the method. A minimum of three QC samples should be performed for each batch. The lab should repeat all samples if the QC check standard is outside the 95 percent confidence interval ± two standard deviations. Samples should be performed as follows:

a. QC samples should include one spike in 10 or one spike per batch if less than 10;

b. QC samples should include one blank in 10 or one blank per batch if less than 10;

c. QC samples should include one duplicate or spiked duplicate in 10 or one duplicate or spiked duplicate per batch if less than 10;

d. spike samples should be representative of specified regulatory limits and/or they should approach the method-specific minimum detectable activities or lower limit of detections; and

e. standard NIST traceable sources may be substituted for spike analysis.

D. General Equipment and Supplies

1. Supplies

a. Distilled and/or deionized water shall be demonstrated to be free of interferants at applicable detection limits. This may be accomplished through the use of blanks.

b. Analytical reagents shall be demonstrated to be free of interferants at applicable detection limits. This may be accomplished through the use of blanks.

c. Reference sources should be traceable to NIST or an equivalent and shall be replaced after an appropriate period of time, not to exceed five half-lives of a single nuclide or, in the case of mixed nuclide standards, they should be replaced after they have been determined to be unusable. Unusable is determined by the inability to meet calibration criteria as set forth by the method or technical manual.

2. Equipment—Auto Pipetors/Diluters

a. Apparatus having sufficient sensitivity for the application shall be used.

b. Records shall be kept showing delivery volumes are checked periodically.

c. Laboratory technicians shall periodically demonstrate the ability to properly use the equipment. This shall be documented.

E. Analytical Instrumentation. Maintenance logbook(s) shall be maintained on all instrumentation or measuring devices. Each log shall include:

1. information as set forth in LAC 33:I.5303.D;

2. calibration frequency;

3. standards used for calibration;

4. calibration history;

5. the authorized calibration personnel or institute; and

6. records of all maintenance performed.

F. Environmental Testing Equipment. Equipment used for environmental testing shall meet the following minimums:

1. low background alpha/beta counting systems:

a. the systems shall be calibrated at least yearly;

b. the systems shall be calibrated in accordance with the appropriate methodologies or their appropriate technical manual;

c. attenuation curves shall be developed for appropriate alpha/beta energies that best represent the energies of the radionuclide of concern;

d. voltage plateaus shall be performed yearly, whenever counting gas has been changed, or if major maintenance is performed to the system. If the voltage plateau changes by more than 50 volts, the calibration curves shall be performed;

e. daily backgrounds and reference source checks shall be performed when in use or weekly when not in use; and

f. sample logbooks shall be maintained for all samples that were counted/analyzed on the appropriate systems;

2. gamma spectroscopy systems:

a. the systems shall be calibrated at least yearly and shall include energy, peak width, and efficiency;

b. the systems shall be calibrated according to the appropriate methodologies or the manufacturer's technical manual;

c. daily reference source checks shall be performed when in use or weekly when not in use;

d. monthly background checks shall be performed; and

e. sample logbooks shall be maintained for all samples that were counted/analyzed on the appropriate systems;

3. liquid scintillation systems:

a. the systems shall be calibrated at least yearly and shall include energy, peak width, and efficiency;

b. the systems shall be calibrated according to the appropriate methodologies or the manufacturer's technical manual;

c. daily backgrounds and reference source checks shall be performed when in use or weekly when not in use; and

d. sample logbooks shall be maintained for all samples that were counted/analyzed on the appropriate systems;

4. alpha spectroscopy systems:

a. the systems shall be calibrated at least yearly;

b. the systems shall be calibrated according to the appropriate methodologies or the manufacturer's technical manual;

c. daily reference source checks shall be performed when in use or weekly when not in use;

d. monthly background checks shall be performed; and

e. sample logbooks shall be maintained for all samples that were counted/analyzed on the appropriate systems; and

5. analytical instrumentation not mentioned above, such as counter scalers or ionizing radiation detection equipment:

a. the instrumentation shall be calibrated at least yearly or as mandated by a specific regulatory agency such as EPA, Nuclear Regulatory Commission (NRC), or state governments;

b. the instrumentation shall be calibrated according to the appropriate methodologies or to the manufacturer's technical manual;

c. daily backgrounds and reference source checks shall be performed when in use or weekly when not in use, if applicable; and

d. sample logbooks shall be maintained for all samples that were counted/analyzed on the appropriate systems.

G. Laboratory Environment

1. Radiochemistry and radionuclide assay counting rooms, wet chemistry rooms, and sample preparation and sample storage rooms shall be physically separated. Access and egress shall be controlled.

2. Radiochemistry and radionuclide assay counting rooms shall be adequately monitored for room temperature, humidity, pressure, and electrical supply characteristics on a daily basis when in use. These characteristics shall be maintained to ensure proper operation of the analytical equipment. Records shall be maintained.

3. Adequate measures shall be taken to ensure good housekeeping in the laboratory.

H. Waste Disposal. Radioactive waste disposal shall be thoroughly documented. The documentation shall include the following:

1. quantity disposed of;

2. where the radioactive material was disposed;

3. when it was disposed;

4. who disposed of the material; and

5. activity of disposed material, as applicable.

I. Records (Control Charts)

1. Control charts shall be updated at least monthly.

2. Copies of the control charts shall be available for technician review.

3. Control charts shall have at a minimum the following information:

a. all axes labeled;

b. instrument I.D. and/or serial number;

c. one and two sigma values as well as the normal expected values; and

d. applicable units as necessary.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:928 (May 1998).

§5311. Quality Assurance for Biomonitoring Laboratories

A. Quality assurance practices for toxicity testing laboratories must address all activities that affect the quality of the final effluent toxicity data, such as:

1. effluent sampling and handling;

2. the source and condition of the test organisms;

3. condition of equipment;

4. test conditions;

5. instrument calibration;

6. replication;

7. use of reference toxicants;

8. recordkeeping; and

9. data evaluation.

B. Facilities, Equipment, and Test Chambers

1. Separate test organism culturing and toxicity testing areas shall be provided to avoid loss of cultures to cross-contamination. Ventilation systems shall be designed to prevent recirculation of air from chemical analysis laboratories into organism culturing or testing areas and from sample preparation areas into culture rooms.

2. Laboratory and toxicity test temperature control equipment shall be adequate to maintain recommended test water temperatures.

3. Recommended materials shall be used for test equipment and test chambers.

C. Laboratory Water Used for Culturing and Test Dilution Water

1. The dilution water used in effluent toxicity tests will depend on the objectives of the study or requirements of discharge permits.

2. Water used for culturing organisms, dilutions, and internal quality assurance tests with food, organisms, and reference toxicants shall be analyzed for toxic metals and organics annually or whenever difficulty is encountered meeting minimum acceptability control requirement. The concentration of the metals Al, As, Cr, Co, Cu, Fe, Pb, Ni, and Zn, expressed as total metals, shall not exceed one ug/L each, and Cd, Hg, and Ag, expressed as total metals shall not exceed 100 ng/L. Total organochlorine pesticides plus PCBs shall be less than 50 ng/L. Pesticide levels shall not exceed EPA's ambient water quality chronic criteria values where available.

3. Water used for culturing and test dilutions shall be prepared using methods in the test manuals.

D. Sample holding times and temperatures of effluent samples must conform to conditions described in the test methods and/or the discharge permit.

E. Test Conditions

1. Water temperature shall be maintained within limits specified for each test.

2. Environmental chambers, incubators or equivalent facilities shall be adequately monitored by utilizing a seven-day continuous recording chart for temperature and light/dark cycle. Verification that the light/dark cycle is maintained shall be done at a minimum of twice monthly if a recording device is not utilized. Temperature recording charts shall be maintained in record form.

F. Test Organism Quality

1. If the laboratory does not maintain in-house cultures of test organisms and obtains organisms from an outside source, the sensitivity of each batch of test organisms shall be determined with the appropriate reference toxicant test performed concurrently with the effluent test, unless the organism supplier provides control chart data from, at a minimum, the last five monthly reference toxicity tests.

2. If the laboratory maintains in-house cultures, the sensitivity of the offspring shall be determined with the appropriate toxicity test performed with a reference toxicant at least once each month. If a given species of test organisms is used only monthly, or less frequently, in toxicity tests, a reference toxicant test shall be performed with each effluent and/or receiving water toxicity test.

3. If the laboratory maintains in-house cultures, records shall be maintained on organism health, mortality, water quality, and culture system maintenance.

4. Test organisms shall be positively identified to species.

G. Food Quality

1. Problems with nutritional suitability of food will be reflected in the survival, growth, and reproduction in cultures and toxicity tests. Artemia cysts and other foods shall be obtained and analyzed as described in the test manuals, unless analysis is provided by the supplier, then the certificate of analysis shall be maintained.

2. New batches of food used in culturing and testing should be analyzed for toxic organics and metals or whenever difficulty is encountered meeting minimum acceptability criteria for control survival and reproduction or growth. Foods exceeding the requirements in the test manuals should not be used.

H. Test Acceptability

1. A control shall be run with each toxicity test.

2. The minimum criteria stated in the appropriate test manuals and/or the discharge permit must be met for a test to be valid.

3. Individual tests may be conditionally acceptable if temperature, dissolved oxygen (DO), and other specified conditions fall outside specifications, depending on the degree of departure and objectives of the test. The acceptability will depend on the experience and professional judgment of the laboratory investigator and reviewing staff of the regulatory agency.

I. Analytical methods for analyses of culture and dilution water, food, and test solutions must include established quality assurance practices outlined in EPA manuals (USEPA 1979a and USEPA 1979b).

J. Calibration and Standardization

1. Instruments used for routine measurements of chemical and physical parameters such as pH, DO, temperature, and conductivity must be calibrated and standardized according to the instrument manufacturer's procedures as indicated in LAC 33:I.5301 on quality assurance. Calibration data is recorded in a permanent logbook.

2. Wet chemical methods used to measure hardness, alkalinity, and total residual chlorine must be standardized prior to use each day according to the procedures for these specific EPA methods.

K. The minimum number of replicates stated in the test methods and/or permit shall be used for each toxicity test.

L. It is the laboratory's responsibility to demonstrate its ability to obtain consistent, precise results with reference toxicants before it performs toxicity tests with effluents for permit compliance purposes. To meet this requirement, the intralaboratory precision, expressed as percent coefficient of variation (CV percent), of each type of test used in the laboratory shall be determined by performing five or more tests with different batches of test organisms, using the same reference toxicant at the same concentrations, with the same test conditions and the same data analysis methods. A reference toxicant concentration series (0.5 or higher) shall be selected that will consistently provide partial mortalities at two or more concentrations.

M. Documenting Ongoing Laboratory Performance

1. Satisfactory laboratory performance shall be demonstrated by performing one acceptable test per month with a reference toxicant for each test method used in the laboratory. For a given test method, successive tests must be

performed with the same reference toxicant, at the same concentrations, in the same dilution, and using the same data analysis methods.

2. A control chart should be prepared for each combination of reference toxicant, test species, test conditions, and end points. Control limits are stated in test method manuals.

N. Reference toxicants such as sodium chloride (NaCl), potassium chloride (KCl), cadmium chloride ($CdCl_2$), copper sulfate ($CuSO_4$), sodium dodecyl sulfate ($CH_3(CH_2)OSO_3Na$), and potassium dichromate ($K_2Cr_2O_7$) are suitable for use by the laboratory. Standard reference materials can be obtained from commercial supply houses or can be prepared in-house using reagent grade chemicals.

O. A complete file shall be maintained for each individual toxicity test or group of tests on closely related samples. Original data sheets shall be signed and dated by the personnel performing the tests. The file should contain:

1. a record of the chain of custody;

2. a copy of the sample log sheet;

3. the original bench sheets;

4. chemical analysis data on the sample(s);

5. detailed records of the test organisms used in the test, such as species, source, age, date of receipt, and other pertinent information relating to their history and health;

6. information on calibration of equipment and instruments; and

7. results of reference toxicant tests.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:929 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1438 (July 2000).

§5313. Reports

A. The work carried out by the testing laboratory shall be covered by a report that accurately, clearly, and unambiguously presents the test results and all other relevant information. The report format should be specifically designed for the type of test/analysis reported, but standardized headings should be utilized whenever possible.

B. Each test report shall include at least the following information:

1. name and address of testing laboratory;

2. title of report, unique identification of report (such as log number), identification of each page of the report by number, and total number of pages in the report;

3. description and identification of the sample(s);

4. date of receipt of sample(s) and date(s) of performance of test, as appropriate;

5. identification of the test method;

6. any deviations, additions to, or exclusions from the test method and any other information relevant to a specific test;

7. disclosure of any nonstandard test method utilized;

8. measurements, examinations, and results, accompanied by appropriate quality assurance (QA) documents;

9. a statement on measurement uncertainty (where relevant);

10. a signature and title of person(s) accepting technical responsibility for the test report and date of issue;

11. if applicable, a statement that indicates that the results relate only to the items tested; and

12. if applicable, a statement that indicates that the report shall not be reproduced in full (or in part, if required) without the written approval of the customer.

C. Corrections or additions to a test report after issue shall be made only by a further document suitably marked (e.g., "Supplement to test report log number..." or as otherwise identified) and shall meet the relevant requirements of this Section.

D. In instances where the laboratory transmits a report via telephone, telex, facsimile (FAX), or any other means of electronic transmittal, the laboratory must have in place a written procedure that will provide protection and/or preservation of client confidentiality.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:931 (May 1998).

§5315. Records

A. The laboratory shall maintain a record system that shall produce accurate, readily available records that document all laboratory activities. The testing laboratory shall retain on record all original raw data and observations, calculations and derived data, calibration records, and the final test report in a manner in which the continuity and integrity of the analytical process is preserved. All records shall be maintained for a minimum of 10 years or as required by regulatory or legal requirement. Where computers or automated equipment are used for the capture, processing, manipulation, recording, reporting, storage, or retrieval of test data, the laboratory shall ensure that:

1. computer software is documented and adequate for use;

2. procedures are established and implemented to protect the integrity of data. Such procedures shall include, at a minimum, integrity of data entry or capture, data storage, data transmission, and data processing;

3. computers and automated equipment are maintained to ensure proper functioning and retrieval of data; and

4. procedures are developed and implemented to maintain security of data, including prevention of unauthorized access to, or unauthorized amendment of, computer records.

B. All records and test reports shall be held securely and in confidence to the client, unless otherwise required by law.

C. The testing laboratory shall maintain a system that provides for retrievability of the chain of custody of the sample source, the analytical method, results (including calibration and instrument checks), the analyst performing the analysis, and the date. If laboratory records indicate that incorrect or questionable data has been generated by defective or improperly operated equipment, erroneous data entry, or other such anomalies, and a report has been issued, then the laboratory shall immediately notify the client. A written, corrected or amended report must be forwarded to the client.

D. Current reference documents (e.g., EPA manuals, CFRs, Standard Methods) shall be maintained and available to the staff.

E. Entries to all laboratory analytical records shall be made in a legible, permanent fashion and corrections made without obliterating original entries. All corrections shall be initialed and dated.

F. A permanent record of employees' signatures and initials shall be maintained.

G. The laboratory shall maintain administrative records (e.g., training records) in a manner in which the continuity, integrity, and retrievability processes are preserved.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:931 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1438 (July 2000).

Chapter 55. Sample Protocol/Sample Integrity

§5501. Unacceptable Samples

A. When a sample is received by the testing laboratory and it is apparent or suspected that the sample protocol has not been followed, the laboratory should have a written procedure for handling of the questionable sample. The laboratory may choose to notify the customer and either request another sample or, if the customer insists upon analysis of the sample, reserve the right to include a disclaimer in the final report identifying the sample anomaly. This disclaimer must be permanently attached to the final report.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:932 (May 1998).

Chapter 57. Maintenance of Accreditation

§5701. Display of Accreditation Certificate

A. A current accreditation document shall be displayed at all times in a location visible to the public in each accredited laboratory. In cases of suspension or discreditation, the document shall be immediately removed.

B. The accreditation documents shall note the scope of accreditation (classes/parameters of approved testing) as well as the time frame for which the laboratory is accredited.

C. The accredited laboratory shall not misrepresent its state or NELAP accreditation documents. This shall include use in laboratory reports, catalogs, advertising, business solicitations, or proposals.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:932 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1439 (July 2000).

§5703. Renewal of Accreditation

A. Accreditation shall be renewed annually, provided the testing laboratory has maintained compliance with these regulations, has reported acceptable proficiency test values for accredited classes, and has paid appropriate fees.

B. Failure to receive a renewal notice does not exempt laboratories from meeting the renewal date requirements.

C. Failure to pay the required renewal fees for 30 days shall automatically suspend accreditation of the laboratory until the fee is received by the department.

D. Failure to pay the required renewal fees for 90 days shall automatically result in discreditation of the laboratory. A laboratory whose accreditation has expired may reapply.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:932 (May 1998).

§5705. Discreditation and Suspension

A. The department may suspend or discredit a laboratory in any or all test categories when the laboratory fails to fully meet all requirements of these regulations. Factors such as the gravity of the offense, the danger to the public of the offense, the intent of the violation, the extent of the violation, and the proposed correction of the problem will be considered to determine if suspension or discreditation is to be imposed. An emergency order immediately discrediting the laboratory may be issued if any conditions exist that present an eminent danger to public health and safety.

B. The department shall notify the laboratory by registered or certified letter of the suspension or discreditation and the reasons for the action.

C. Suspensions shall not be withdrawn until the basis for the suspension has been eliminated or rectified.

D. Appeals for laboratories that have received discreditation notices are governed by applicable statutes.

E. If the testing laboratory's accreditation is revoked by the department or another agency having primary enforcement responsibility or delegated administrative responsibility (e.g., out-of-state laboratories), the laboratory management shall notify, in writing, all clients that utilize the laboratory for analysis of samples and reporting of data to the department that the laboratory's accreditation has been revoked. Clients must be advised of the change in accreditation status within 10 calendar days from the official notice of the action.

F. The following shall be considered grounds for discreditation/suspension:

1. violation of a condition of the accreditation;

2. violation of a statute, regulation, or order of the department;

3. misrepresentations or falsifications made to the department, including any documents associated with accreditation applications;

4. demonstrable nonconformance with the requirements of these regulations, including failure to correct deficiencies;

5. nonpayment of applicable fees;

6. demonstrating incompetence or making consistent errors in analyses or erroneous reporting;

7. failure to report, in writing within 30 days, any changes in location, ownership, management and supervisory staff, authorized representative, major facilities of the laboratory, modification of technique, or any revisions to the accreditation application or required support documentation;

8. failure to employ approved testing methods in the performance of analyses;

9. failure to maintain facilities or equipment properly;

10. failure to report analytical test results as required or to maintain required records of test results;

11. failure to participate successfully in a required performance evaluation program;

12. violation or aiding and abetting in the violation of any provision of these regulations or the rules promulgated hereunder;

13. advertising false credentials;

14. failure to indicate clearly in the records when analyses were subcontracted to another laboratory;

15. performing and charging for additional tests or analyses that have not been requested by the customer, falsifying analyses, or engaging in other unethical or fraudulent practices; and

16. subcontracting performance evaluation samples to another laboratory and using the results to satisfy requirements for accreditation.

G. If the department discredits/suspends a laboratory, the laboratory shall return the certificate of accreditation to the department within 10 calendar days from receipt of notification of the discreditation or suspension.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:932 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:1439 (July 2000).

§5707. Changes in Laboratory Operation

A. Changes in laboratory name, ownership, location, personnel, facilities, methodology, or any factors significantly affecting the performance of analyses for which the laboratory was originally accredited shall be reported to the Office of Environmental Assessment within 30 days.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:933 (May 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2444 (November 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2435 (October 2005), LR 33:2081 (October 2007).

§5709. Reaccreditation

A. Reaccreditation shall require the submission of a new, revised application demonstrating and documenting corrective action implemented since loss of accreditation status.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, LR 24:933 (May 1998).

Chapter 59. Accreditation for Laboratories Participating in the NELAP Certification Program

§5901. Accreditation Process

A. In-state laboratories participating in the National Environmental Laboratory Accreditation Program (NELAP) shall be certified under standards established by these regulations and those of the NELAP program, as found at http://134.67.104.12/html/nelac/standards.htm or by writing NELAP, U.S. Environmental Protection Agency (MD-75A), Research Triangle Park, NC 27711, Attention: NELAP Director, telephone (919) 541-1120. NELAP-certified laboratories shall be required to meet the requirements for reciprocity as set forth in LAC 33:I.4713.

B. The NELAP accreditation process comprises these basic steps:

1. the submittal to the department of a written request from the laboratory in the form of an application provided by the department with the payment of all applicable fees;

2. a review of personnel qualifications;

3. an on-site assessment/evaluation of the laboratory submitting the request/application by authorized representatives of the department with the appropriate laboratory background;

4. the successful participation in the NELAP-approved proficiency evaluations; and

5. a review of the quality assurance/quality control practices, and quality systems in use at the laboratory.

C. When all the requirements for accreditation have been successfully fulfilled, the department shall grant the applicant laboratory a formal notice of accreditation and a certificate of accreditation that lists those fields of testing, methods used by the laboratory, and individual analytes determined by a particular method for which the laboratory is accredited.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1439 (July 2000).

§5903. Categories of Accreditation

A. A laboratory may apply for accreditation in any one or more of the nine fields of testing and in one or more of the 11 test categories applicable to the field(s) of testing selected. The laboratory shall be accredited in those parameters/analytes within the test category(ies) found in LAC 33:I.4705.B. The laboratory shall be accredited in those parameters/analytes within the test category(ies) for which the laboratory demonstrates acceptable performance on proficiency samples (when available) and meets all other requirements of these regulations.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1439 (July 2000).

§5905. Inspections of a Laboratory

A. As a condition of obtaining and maintaining NELAP accreditation, the laboratory shall permit and facilitate inspections/assessments by personnel or designated representatives of the department. The specific requirements for an on-site inspection are outlined in LAC 33:I.Chapter 51.

B. Inspectors shall conform to appropriate safety procedures during an on-site inspection. The specific requirements for an inspector are outlined in LAC 33:I.4709.B.

C. A comprehensive on-site inspection/assessment of each accredited laboratory shall be conducted at intervals of not more than two years. The department may make an announced or unannounced inspection or assessment of an accredited laboratory whenever the department, in its discretion, considers such an inspection or assessment necessary to determine the extent of the laboratory's compliance with the conditions of its accreditation and these regulations.

D. The primary accrediting authority shall forward a written report of findings to the laboratory within 30 calendar days from the date of the on-site inspection/assessment.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1439 (July 2000).

§5907. Corrective Action Reports in Response to On-Site Inspections

A. The laboratory shall submit to the department a corrective action plan/report. The plan/report shall include, at a minimum, the action(s) that the laboratory shall implement to correct each deficiency noted in the on-site inspection/assessment report and the time period required to accomplish each corrective action.

1. If the corrective action plan/report is deemed unacceptable, the laboratory shall have an additional 30 days to submit a revised corrective action plan/report.

2. If the corrective action plan/report is deemed unacceptable after the second submittal, the laboratory shall have its accreditation revoked in accordance with Section 4.4.3 of the NELAP standards for all or any portion of its scope of accreditation for any or all fields of testing.

3. If the laboratory fails to implement the corrective actions as stated in their corrective action plan/report, its accreditation shall be revoked.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1440 (July 2000).

§5909. Proficiency Testing Participation

A. All laboratories seeking accreditation under NELAP shall participate in the department-approved proficiency testing program as required in LAC 33:I.4711.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1440 (July 2000).

§5911. Accreditation for Out-of-State Laboratories Seeking NELAP Accreditation

A. Acceptance of accreditation from another NELAP accrediting authority in that field of testing shall be determined by the department. The laboratory must comply with these regulations and the standards established by NELAP. NELAP certified laboratories shall be required to meet the requirements for reciprocity as set forth in LAC 33:I.4713.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1440 (July 2000).

§5913. Certification of Compliance Statement

A. The Certification of Compliance statement as required in Section 4.1.9 of the NELAP standards shall be required. This statement shall be signed by the laboratory manager and the quality assurance officer or other designated person.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1440 (July 2000).

§5915. Accreditation

A. The period of accreditation shall be one year. To maintain accreditation the laboratory shall meet all requirements of these regulations and the NELAP standards.

B. The department may suspend or discredit a laboratory in any or all of the test categories within the fields of testing for failure to meet the requirements of these regulations and the NELAP standards.

C. The department shall notify the laboratory by registered letter of the suspension or discreditation and the reason for the action.

D. Accreditation shall remain in effect until revoked by the accrediting authority, withdrawn at the written request of the accredited laboratory, or the expiration of the accreditation period.

E. The laboratory may renew accreditation by meeting the requirements outlined in LAC 33:I.5703.

F. Appeals for laboratories that have received discreditation or revocation notices are governed by applicable statutes.

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2011.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Environmental Assessment, Environmental Planning Division, LR 26:1440 (July 2000).

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ASCENSION

BEFORE ME, the undersigned authority, personally came and appeared _____, who after being by me duly sworn, deposed and said that he is the fully authorized _____ of _____ (hereinafter referred to as Architect) the party who submitted a Statement of Qualifications (SOQ) for _____ _____which was received by Ascension on_____and said affiant further said:

(1) That Architect employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Architect whose services in connection with the design/construction of the public building or project or in securing the public contract were in the regular course of their duties for the Architect; and

(2) That no part of the contract price received by Architect was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Architect whose services in connection with the design/construction of the public building or project were in the regular course of their duties for the Architect.

(3) Said Statement of Qualifications (SOQ) is genuine and the Architect has not colluded, conspired or agreed directly or indirectly with any other firms to offer a sham or collusive SOQ.

(4) Said Architect has not in any manner directly or indirectly agreed with any other person to fix the price of affiant or any other proposer, or to fix any overhead profit or cost element of said price, or that of any other proposer, or to induce any other person to refrain from responding to the RFQ.

(5) Said Statement of Qualifications is not intended to secure an unfair advantage of benefit from Ascension Parish or in favor of any person interested in the proposed contract.

(6) All statements contained in said Statement of Qualifications are true and correct.

(7) Neither affiant nor any member of his company has divulged information regarding said SOQ or any data relative thereto to any other person, firm or corporation.

SWORN TO AND SUBSCRIBED ME THIS _____ DAY OF_____, **20**____

Signed: _____ BEFORE

_____
Title

_____
NOTARY PUBLIC

END OF SECTION