

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT



REQUEST FOR QUALIFICATIONS

**FOR THE DEVELOPMENT OF
A COMPREHENSIVE STORMWATER PLAN
FOR THE PARISH OF LAFAYETTE**

**PREPARED BY:
Department of Public Works**

November 2020

**LAFAYETTE CONSOLIDATED GOVERNMENT
CONFLICT OF INTEREST POLICY**

TO AVOID ANY POSSIBLE CONFLICTS OF INTEREST, IT IS THE POLICY OF THE LAFAYETTE CONSOLIDATED GOVERNMENT THAT NO DIRECT OR INDIRECT PURCHASES OF ANY GOODS OR SERVICES WILL BE MADE FROM EMPLOYEES.

ACCORDINGLY, IF YOU HAVE RECEIVED THIS BID OR QUOTE PACKAGE, AND IF YOU ARE AN EMPLOYEE OF THE LAFAYETTE CONSOLIDATED GOVERNMENT, OR IF ANY MEMBER OF YOUR COMPANY IS A LAFAYETTE CONSOLIDATED GOVERNMENT EMPLOYEE, PLEASE DO NOT SUBMIT A BID OR QUOTE FOR THE PRODUCT, GOOD, OR SERVICE REQUESTED BECAUSE WE CANNOT, NOR WILL WE ACCEPT THE BID OR QUOTE.

THIS DOCUMENT CONSTITUTES OFFICIAL NOTIFICATION OF THE LAFAYETTE CONSOLIDATED GOVERNMENT'S CONFLICT OF INTEREST POLICY, AND THUS, ESTABLISHES THE REQUIREMENT THAT THE INDIVIDUAL OR COMPANY IN RECEIPT OF THIS REQUEST FOR BID OR QUOTE IS SOLELY RESPONSIBLE FOR NOTIFYING LAFAYETTE CONSOLIDATED GOVERNMENT THAT A CONFLICT OF INTEREST EXISTS.

PLEASE CONTACT THE PURCHASING DIVISION AT (337) 291-8258 AND SPEAK WITH THE INDIVIDUAL ADMINISTERING THE PURCHASING PROCESS.

IMPORTANT NOTICE REGARDING CORPORATE RESOLUTION

A CORPORATE RESOLUTION OR CERTIFICATE OF AUTHORITY AUTHORIZING THE PERSON SIGNING THE BID MUST BE SUBMITTED WITH YOUR BID REGARDLESS OF WHO IS AUTHORIZED TO SIGN BIDS. THIS RESOLUTION MUST BE SIGNED BY AN OFFICER OR REGISTERED AGENT OF THE COMPANY WHO IS CURRENTLY LISTED WITH THE SECRETARY OF STATE.

FAILURE TO SUBMIT THE CORPORATE RESOLUTION OR CERTIFICATE OF AUTHORITY WITH YOUR BID SHALL BE CAUSE FOR REJECTION OF BID.

NOTE: SECRETARY OF STATE BUSINESS LISTING SHALL NOT BE ACCEPTED AS A CORPORATE RESOLUTION.

SEE ATTACHED – SAMPLE CERTIFICATE OF AUTHORITY

Company Letterhead

**Address
Phone
Fax**

Certificate of Authority

Lafayette Consolidated Government

Attn: _____

705 West University Ave.

Lafayette, LA 70502

Re: **REQUEST FOR STATEMENT OF QUALIFICATGIONS FOR THE DEVELOPMENT OF A
COMPREHENSIVE STORMWATER PLAN FOR THE PARISH OF LAFAYETTE**

To Whom It May Concern,

I, individually and on behalf of **Company Name**, do by my signature below, certify that:

Company Name is a **limited liability company (if LLC, or define type)** duly organized and existing under the laws of **Louisiana**;

I am the **Secretary, an officer of the Company**, authorized to sign on its behalf: and

Name, President, is an officer of the Company authorized to make, execute and approve, on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between **Company Name** and the Lafayette Consolidated Government.

In witness whereof, I hereby set my hand this _____ day of _____, 20____.

Signature

Name

Company Title

Company Name

Phone Fax Etc.

Notary

Seal

NOTICE TO OFFERERS OF STATEMENTS FOR QUALIFICATIONS

Notice is hereby given that sealed "Statement of Qualifications" will be received in the office of the Purchasing Division at Lafayette City-Parish Consolidated Government's building, located at 705 West University Avenue, Lafayette, Louisiana, until **2:00 p.m. Central Standard Time on the 14th day of January, 2021** for the following:

**Request for Qualifications (RFQ)
FOR THE DEVELOPMENT OF A COMPREHENSIVE STORMWATER PLAN
FOR THE PARISH OF LAFAYETTE**

and will, shortly thereafter, be opened and the NAMES ONLY read aloud in the Office of Purchasing located at 705 West University Avenue, Lafayette, LA. Statements received after the above specified time for opening shall not be considered and shall be returned unopened to the sender. Sealed statements may be hand carried or mailed to the address listed above. Due to social distancing practices in place in response to COVID-19 and limited meeting spaces, submitters are highly encouraged to call into the opening at the following phone number 337-291-5100. If the submitters do wish to come into City Hall to hand deliver their statement of qualifications directly to the Purchasing Division, please know that a mask must be worn at all times that you are in the building.

Copies of the Request for Statement of Qualifications are available to **VIEW ONLY** at <https://lcpprod-lm01.cloud.infor.com:1442/lmscm/SourcingSupplier/html/SourcingSupplier?csk.SupplierGroup=100&csk.CHP=lmscm> Copies of the request and associated deliverables in association with the RFQ are also available at the Purchasing Office located at 705 West University Avenue, Lafayette, LA 70506. Telephone number (337) 291-8034 (Attn: Patricia). The requirements for the RFQ shall be available until twenty-four (24) hours before the scheduled receipt date and time. Any request for information shall be in writing. It must be received on or before 2:00 pm, December 31, 2020 and addressed to Statement of Qualifications for the Development of a Comprehensive Stormwater Plan for the Parish of Lafayette – Written Explanation, Lafayette City-Parish Consolidated Government Purchasing Division, ATTN: Patricia Broussard, PO Box 4017-C, Lafayette, LA 70502 or by email pdbroussard@lafayettela.gov.

No submitter may withdraw his RFQ for at least one hundred twenty (120) days after the time scheduled for the opening of RFQs. Each submitter shall follow the instructions listed in the Notice to Submitters regarding submittal of their RFQs. Submitted RFQs shall be good for 120 days.

RFQs will be evaluated by the Purchaser based on the evaluation criteria outlined in the Request for Qualifications. Lafayette City-Parish Consolidated Government reserves the right to reject any and all RFQs or any portions thereof, to waive informalities that best suits its needs. The contract may incorporate some or all of the selected vendor's response. It is understood that the response will become a part of the official file on this matter without obligation to LCG.

Lafayette City-Parish Consolidated Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette City-Parish Consolidated Government for services. To that end, all submitters are encouraged to utilize DBEs business enterprises in the rendering of the services. Assistance in identifying said businesses may be obtained by calling 337-291-8410.

PURCHASING DIVISION

Lafayette City-Parish Consolidated Government

PUBLISH DATES: 12/9/2020; 12/13/2020; 12/20/2020

DPR # 944351

Affidavit of Publication

Table of Contents

Section	Title	Page #
I	Introduction	1
II	General Scope of Services	1
III	Submission of Statement of Qualifications	3
IV	Additional Materials	5
V	Reservation of Rights	6
VI	Submission of Proposals	7
VII	Evaluation Criteria	8
VIII	General Conditions of RFQ	11



I. Introduction

The Lafayette City-Parish Consolidated Government (LCG) is pleased to issue this Request for Qualifications (RFQ) for the development of a Comprehensive Stormwater Plan (Plan) for the entire Parish of Lafayette, Louisiana. The primary purpose of which is to develop a comprehensive stormwater management plan for the Parish that is reflective of the many factors and facets currently affecting the drainage throughout the Parish as well as to plan for mitigation measures and future growth. A well-conceived Plan will develop an accurate, current and complete understanding of the Parish's drainage infrastructure and potential solutions to drainage issues both now and into the future. The completed Plan shall be consistent with the various adopted City, Parish and State regulations and policies to the extent possible for water quality unless a change in policy is deemed necessary.

II. General Scope of Services

It is understood and accepted that the services will proceed in the general order as identified below. That is Section II.A is expected to be completed prior to Section II.B etc. The Plan shall consider the incorporated municipalities as well as all of the unincorporated areas of the Parish and shall include, but certainly may not be limited to, the following.

A. Development of a Comprehensive Stormwater Plan:

- Evaluation of existing data including any current stormwater plans, drainage programs, existing LIDAR as available from LCG, CPRA and LaDOTD, existing channel HEC-RAS models, and policies within the Parish;
- Evaluation of affects that major projects being contemplated will have within the various municipalities and the Parish;
- Evaluation of the Parish's existing public drainage system as outlined on the most current Official Drainage Map and the major structures along these channels;
- Recommend channels to be modeled and/or updated;
- Development of/Revisions to the digital drainage system to provide for an accurate inventory of the Parish's drainage system (revisions to be provided to LCG's IS&T Department for inclusion on the Official Drainage Map and GIS mapping);
- Development of a Comprehensive Stormwater Plan which would include but not be limited to the determination of the existing protection level in each channel (24-hour design storm); future needs which the Parish may require for the development

of future properties within the Parish; water quality issues which may need to be addressed etc.;

- Review of local regulations related to drainage policies and recommend changes as may be appropriate;
- Asset Management review;
- Fiscal, Environmental and Infrastructure Sustainability;
- Public Engagement and Education Practices;
- The possibility of the formation of mitigation banks; and
- Timetable for Plan implementation;

B. Fee Study:

The goal of the study of developing a fee study is to determine the feasibility of a stormwater fee (or other alternate funding system) for use in equitably funding the Parish's efforts in managing, implementing and improving the Plan. The Parish desires to create revenue sufficient to fund a significant portion of reoccurring and future maintenance and improvements to provide adequate drainage throughout the Parish through the utilization of these collected fees. The specific scope of this service may include:

- Determination of whether a fee structure is needed;
- Evaluation of existing data and costs of providing these services;
- Conduct meetings with various Municipalities and Departments within these Municipalities to ascertain the costs of providing maintenance and improvements throughout the Parish;
- Research other drainage fee structures being used throughout other parts of the country which may be used as a guide for the development of the Parish's own fee structure; and
- Provide a conceptual plan of public and business awareness, education and involvement process to include the person or persons potentially impacted

Facilitating the Project:

LCG and its neighboring municipalities have taken preliminary and separate steps which would need to be incorporated into the Stormwater Plan to facilitate the process.

For this request for statement of qualifications, the 'Offeror' shall refer to a private organization or company, or a joint venture partnership, or some other type entity that will commit to the development of the Plan. The selected Offeror (Prime Firm) shall commit to development of the Plan **within 365 calendar days from the Notice to**

Proceed. It is expected that monthly meetings and briefings on the progress of development of the Plan will be required.

This RFQ process solicits comprehensive and detailed proposals demonstrating the Offeror's experience and past performance and key personnel.

Upon selection of the selected Offeror, LCG intends to negotiate and, after compliance with all applicable laws and approval by the Lafayette City and/or Parish Councils, execute a contract/agreement with the Offeror to develop the Plan.

RFQ Schedule:

The following is the projected timeline for this RFQ from release to plan development.

Release RFQ	December 9, 2020
Pre-Proposal Meeting	December 17, 2020
Deadline for Requests for Clarification or Interpretation	December 31, 2020
RFQs Due	January 14, 2021
Selection Committee for LCG Reviews the RFQs	January 20, 2021
Shortlist of applicants notified	January 22, 2021
Interviews of shortlist applicants	January 26-29, 2021
LCG contracts services with Selected Firm	March 16, 2021
Submittal of Draft Plan	Q3 of 2021
Submittal of Revisions and Final Plan	Q4 of 2021

III. Submission of Statement of Qualifications

Interested and qualified firms or teams are invited to submit an electronic digital copy of materials and information which shall demonstrate their experience in developing similar plans of the scale and complexity contemplated to the Purchasing Office located at 705 West University Avenue, Lafayette, LA 70506. Telephone number (337) 291-8034 (Attn: Patricia) or by email pdbroussard@lafayettela.gov. As part of the submittal, the Offeror shall provide a list of references from past and current clients, funding agencies, governmental agencies which the Offeror has worked with in the past 5 years. The Statement of Qualifications shall be submitted by the lead firm (Offeror) but shall reference any subconsultants making up the team. **Statement of Qualifications shall be limited to 25 single sided pages and include the items below.**

Item 1 - Experience of Project Manager and Project Principal (Past 5 years): The Lafayette Parish Consolidated Government is specifically interested in the experience of the proposed Project Manager and the Project Principal in similar type projects described in this RFQ. The proposed Project Manager and Principal must be employed directly with the submitting Offeror and may be the same person. The Project Manager must also be a licensed professional engineer in the State of Louisiana at the time of submittal. List the location of the office(s) which will be involved with the development of the Plan as well as contact information of the representative agent for the firm submitting the statement of qualification.

Item 2 - Experience and Availability of Proposed Staff: The Offeror, and their subconsultants, if any, must commit to providing adequate and experienced current staff, including professionals registered in applicable fields and technicians to competently and efficiently perform the work within the allotted time. The Offeror shall provide details of the lead firm's qualifications as well as aspects of each firm that will contribute to this Plan development if selected. Identify project leadership, reporting responsibilities, how prime firm will interface with LCG's Project Manager and sponsoring departments, and how subconsultants will work within the management structure. Provide resumes of each firm/team member along with a list of major services offered by each firm/team member. This may be provided using an organizational chart.

Item 3 - Prime Firm's Comparable Project Experience (past 5 years): LCG is interested in the Offeror's organizational structure, their understanding of the deliverable and their approach to the project. Describe how the project will be formatted from design to completion; any firm specific tools that will be used in the project; and any significant project issues with the Prime Firm's approach in addressing those issues. LCG is also interested in the Offeror's history and success with the development of similar programs, budgets, and clients of the project described in this solicitation. List no more than five projects for meeting these criteria which have been awarded in the past five years. In addition, the LCG may consider the firm's history of complying with project programs, schedules, and budgets on previous LCG projects (in particular drainage projects).

Briefly describe experience in the following areas and reference projects relating to that experience:

- A. Development of Comprehensive Drainage Master Plan(s)
- B. Development of Drainage Fee Studies
- C. Floodplain analysis and mitigation recommendations
- D. Knowledge of Federal, State, and Local requirements related to Drainage Planning and Mitigation Fees.

Item 4 - Subconsultant Firms' Comparable Project Experience (past 5 years): LCG is also interested in any proposed subconsultants' history and success with projects of similar programs, budgets, and clients of the project described in this solicitation. List no more than three (3) projects per subconsultant meeting these criteria which have been completed in the past five years. In addition, LCG may consider the history of proposed subconsultants in complying with project programs, schedules, and budgets based on previous LCG projects (in particular drainage projects). It is noted that LCG believes that there is value in a local firm's knowledge of the drainage patterns and problems which exists in the Parish. Therefore, a minimum of 5 points in this category is solely allocated an Offeror whose team consists of a firm from Lafayette Parish and which will contribute at least 35% of the project work in time and fees.

Item 5 - Team's Structure and Project Approach: LCG is interested in the team's organizational structure, their understanding of the project issues and their approach to the project. Identify project leadership, reporting responsibilities, how prime firm will interface with LCG's Project Manager and the sponsoring department, and how subconsultants will work within the management structure. Describe any significant project issues and the team's approach in addressing those issues.

Item 6 - Interview (Optional): LCG Project Manager and its Evaluation Committee may determine that it is necessary to interview short-listed firms prior to making a recommendation to LCG. Generally, staff may interview the top firms based on the results of the Evaluation Committee.

All submittals must be received no later than 2:00 p.m., Thursday, January 14, 2021.

IV. Additional Materials

Additional materials and information provided beyond what is requested in this RFQ may not be considered by LCG.

V. Reservation of Rights

In connection with this RFQ, LCG reserves all rights available to it under applicable laws, including without limitation, and without cause and with or without notice, the rights to:

- Cancel the RFQ, in whole or in part at any time before the execution of a contract/agreement by LCG, without incurring any cost, obligations or liabilities;
- Issue addenda, supplements and/or modifications to this RFQ;
- Revise and/or modify, at any time before the RFQ submittal due date, the factors and/or weights of factors LCG will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- Extend the RFQ submittal due date;
- Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm;
- Require additional information or clarification from a firm concerning the contents of its RFQ submittal and/or require additional evidence of qualifications;
- Waive irregularities to data submitted with regard to any response to this RFQ until such time as LCG declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed;
- Reject at any time, any or all submittals, responses and RFQ submittals received;
- Terminate, at any time, evaluations of responses received;
- Appoint an evaluation/selection committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts and consultants in RFQ submittal evaluation;
- Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ;
- Seek and obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;
- Disclose information contained in the RFQ submittal to the public as required under the freedom of information act; and
- LCG reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of LCG.

VI. Submission of Proposals

LCG Point of Contact and RFP Submission Address

Patricia Broussard, Buyer II

pdbroussard@lafayettela.gov

Phone: 337.291.8259

Mailing Address:

Lafayette City-Parish Consolidated Government

Office of Purchasing

c/o Patricia Broussard, Buyer II

P.O. Box 4017-C

Lafayette, LA 70502

Or (Physical Address)

705 W. University Avenue

Lafayette LA 70506

Pre-Proposal Conference:

A non-mandatory pre-proposal conference regarding this RFP may be scheduled as follows:

Date: December 17, 2020

Time: 2:00pm-4:00pm

Location: Virtual meeting

Interested parties must notify Pat Broussard via email (see the **NOTICE TO OFFERERS OF STATEMENTS FOR QUALIFICATIONS** for contact information) for further information about attendance and to confirm call in number, time, location, and date of statements. Only those parties who have notified Patricia Broussard and provided necessary information in advance of the meeting will be allowed to attend in person or virtual meeting.

Requests for Clarifications or Interpretation:

LCG will attempt to respond to all request for clarifications or interpretations of the RFQ prior to the date set for receipt of offers. Requests for Clarification or Interpretation of the RFQ shall be submitted to Patricia Broussard via email **no later than 2:00pm local time on December 31, 2020**. No further request shall be accepted beyond the established deadline. All responses to Requests for Clarification or Interpretation will be posted on the RFQ webpage.

Deadline for Submission of Proposals:

In order to be considered for award, offers conforming to the requirements of this RFQ must be received **no later than 2:00pm local time on January 14, 2021.**

Format of Proposal:

The proposal shall be in the form of a written report and shall be bound and prepared on 8 ½" x 11" sheets (one-sided). **One (1) original and five (5) copies are required.** Proposals shall include all information requested in this RFQ. **RFQ is limited to 25 pages.**

VII. Evaluation Criteria

RFQ's shall relate specifically to the following items for evaluation and selection purposes. **The ranking sheet shown below will be used to select the Offeror that LCG will contract with.**

The following is a description of items to receive consideration in the evaluation of RFQ's to the Lafayette City-Parish Consolidated Government. Following each description is the evaluation points associated with the item. **THERE IS A TOTAL OF 100 POSSIBLE POINTS (plus 25 points during interviews, if conducted).** Wherever used, "prime firm" denotes a single firm or a joint venture responding as the prime consultant. Wherever used, "page" refers to single-sided, single spaced, 12-point minimum font printed 8-1/2 x 11-inch pages. The prime firm shall perform the largest share of the assignment (on an estimated percentage of total agreement basis). Responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

<p>Consideration Item 1: Experience of Project Manager and Project Principal (Past 5 years)</p>
<p>The Lafayette Parish Consolidated Government is specifically interested in the experience of the proposed Project Manager and the Project Principal in similar type projects described in this RFQ. The proposed Project Manager and Principal must be employed directly with the submitting Offeror and may be the same person. The Project Manager must also be a licensed professional engineer in the State of Louisiana at the time of submittal. List the location of the office(s) which will be involved with the development of the Plan as well as contact information of the representative agent for the firm submitting the statement of qualification.</p>
<p>30 Points Maximum</p>
<p>Consideration Item 2: Experience and Availability of Proposed Staff</p>
<p>The Offeror, and their subconsultants, if any, must commit to providing adequate and experienced current staff, including professionals registered in applicable fields and technicians to competently and efficiently perform the work within the allotted time. The Offeror shall provide details of the lead firm’s qualifications as well as aspects of each firm that will contribute to this Plan development if selected. Identify project leadership, reporting responsibilities, how prime firm will interface with LCG’s Project Manager and sponsoring departments, and how subconsultants will work within the management structure. Provide resumes of each firm/team member along with a list of major services offered by each firm/team member. This may be provided using an organizational chart.</p>
<p>15 Points Maximum</p>
<p>Consideration Item 3: Prime Firm's Comparable Project Experience (Past 5 years)</p>
<p>LCG is interested in the Offeror’s organizational structure, their understanding of the deliverable and their approach to the project. Describe how the project will be formatted from design to completion; any firm specific tools that will be used in the project; and any significant project issues with the Prime Firm’s approach in addressing those issues. LCG is also interested in the Offeror’s history and success with the development of similar programs, budgets, and clients of the project described in this solicitation. List no more than five projects for meeting these criteria which have been completed in the past five years. In addition, the Parish may consider the firm’s history of complying with project programs, schedules, and budgets on previous LCG projects (in particular drainage projects).</p>
<p>15 Points Maximum</p>

<p>Consideration Item 4: Subconsultant Firms' Comparable Project Experience (past 5 years)</p>
<p>is also interested in any proposed subconsultants' history and success with projects of similar programs, budgets, and clients of the project described in this solicitation. List no more than three (3) projects per subconsultant meeting these criteria which have been completed in the past five years. In addition, LCG may consider the history of proposed subconsultants in complying with project programs, schedules, and budgets based on previous LCG projects (in particular drainage projects). It is noted that LCG believes that there is value in a local firm's knowledge of the drainage patterns and problems which exists in the Parish. Therefore, a minimum of 5 points in this category is solely allocated an Offeror whose team consists of a firm from Lafayette Parish and which will contribute at least 35% of the project work in time and fees.</p>
<p>15 points maximum if subconsultants are used, otherwise, 0 points</p>
<p>Consideration Item 5: Team's Structure and Project Approach</p>
<p>LCG is interested in the team's organizational structure, their understanding of the project issues and their approach to the project. Identify project leadership, reporting responsibilities, how prime firm will interface with LCG's project manager and the sponsoring department, and how subconsultants will work within the management structure. Describe any significant project issues and the team's approach in addressing those issues.</p>
<p>25 Points Maximum</p>
<p>Consideration Item 6: Interview (Optional)</p>
<p>LCG Project Manager and its Evaluation Committee may determine that it is necessary to interview short-listed firms prior to making a recommendation to LCG. Generally, staff may interview the top firms based on the results of the Evaluation Committee.</p>
<p>25 Points Maximum</p>

VIII. General Conditions of RFQ

The Offeror shall note that if successful, they will have to comply with the following general conditions of the contract. ANY AND ALL EXCEPTIONS TO THESE GENERAL CONDITIONS SHALL BE FULLY DETAILED IN A LETTER WHICH WILL ACCOMPANY THE RFQ.

ARTICLE 1 - SIGNATURE AUTHORITY OF PROPOSER

The person submitting and signing the RFQ must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the Offeror as reflected by an accompanying corporate resolution, certificate or affidavit; or

By signing the proposal, the proposer certifies compliance with the above.

ARTICLE 2 - INSURANCE

PLEASE READ THE FOLLOWING INSURANCE REQUIREMENTS WHICH WILL BE REQUIRED CAREFULLY! All limits will be **REQUIRED** including but not limited to, **WAIVER OF SUBROGATION AND ADDITIONAL INSURED**. A copy of the certificate of insurance shall be furnished to the Lafayette City-Parish Consolidated Government with ten (10) days of the notice of award.

The successful contractor will be required to furnish an Accord or approved by the Louisiana Commissioner of Insurance certificate of insurance including Item I Standard Workers' Compensation Insurance with Statutory limits and Employers' Liability of **\$1,000,000.00** Item II Commercial General Liability Insurance in the amount **\$1,000,000.00** Item III Business Auto Liability Insurance with minimum coverage of **\$500,000.00**.

Item V and VII shall be **worded exactly as stated on our Information Certificate of Insurance attached.**

Professional Service Liability in the amount of \$250,000.00 shall be required.

Umbrella Liability:

In lieu of providing insurance at the limits required in Sections I, II and III of this Article, the Selected Offeror may fulfill the requirements of this Article by securing umbrella liability

insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Sections I, II and III hereinabove.

Lafayette City-Parish Consolidated Government as an Additional Insured:

The Lafayette City-Parish Consolidated Government, its officials, employees and volunteers must be named on all liability policies described above as additional insureds. The named insured, and not The Lafayette City-Parish Consolidated Government as an additional insured, shall be solely responsible for any and all deductible(s) and/or retention(s) under these policies and these policies shall provide primary coverage to The Lafayette City-Parish Consolidated Government.

Waiver of Insurance Requirements:

Notwithstanding anything to the contrary contained herein, the Lafayette City-Parish Consolidated Government reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Selected Offeror is deemed reasonable, sufficient and adequate to protect the interests of the Lafayette City-Parish Consolidated Government, provided that the Consolidated Government shall take no steps to impose more stringent and onerous insurance requirements on the Selected Offeror than those contained herein.

Waiver of Subrogation:

Selected Offeror must obtain a Waiver of Subrogation from all insurance carriers providing coverage under Sections I, II, III and IV in this Article for any and all claims which could be asserted against the Lafayette City-Parish Consolidated Government, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

Insurance coverage required hereunder must be written by an insurance company or companies that are licensed to do business in Louisiana and maintain a rating in the most recent "Best Insurance Guide" of not less than A-6.

ARTICLE 3 - CANCELLATION OF INSURANCE

The Selected Offeror shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability

or amounts of insurance until notice has been mailed to the Owner stating the date when such cancellation or reduction shall be effective, which date shall not be less than thirty (30) days after such notice.

ARTICLE 4 - SUBCONTRACTS

The Selected Offeror shall perform with his own organization a reasonable portion of the work under this contract, as determined by the Engineer. As soon as practicable after the execution of the contract and in any event at least seven (7) days prior to the time that any subconsultant shall commence any portion of the work, the Selected Offeror shall notify the engineer in writing of the names of the subconsultants proposed for the work and shall not employ any that the engineer, within a reasonable time, may object to as incompetent or unfit.

Also, to encourage minority participation to the greatest extent possible, it is further required, of the Selected Offeror that any minority subconsultants, proposed for the work, be identified, as such, and the name and domicile of said minority subconsultant be provided.

The Selected Offeror agrees that he is fully responsible to the owner for the acts and omissions of his subconsultants and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 5 - CANCELLATION OF CONTRACT (TERMINATION)

LCG reserves the right to terminate the contract, without penalty, for cause immediately or without cause.

1. In the event Selected Offeror fails or refuses to timely perform any of the provisions of this Agreement in the manner required, or if Selected Offeror violates any provision of this Agreement, Selected Firm shall be deemed in default. LCG shall provide written notice of such default to Selected Offeror's Project Manager. Selected Offeror shall cure said default within in a period of two (2) working days. If such cure is not completed in a timely manner, LCG may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Selected Offeror's Project Manager. LCG may, in addition to the other remedies provided in this Agreement or authorized by law, terminate this Agreement by giving written notice of termination. Selected Firm shall be responsible for all costs incurred by LCG, including replacement costs of equipment and labor required to provide service during Selected Offeror's default.
2. This agreement may be terminated without cause by LCG upon thirty (30) days written notice delivered to the Selected Offeror either personally or by mail. Upon termination, LCG shall pay to Selected Offeror that portion of compensation

specified in the Agreement that is earned and unpaid prior to the effective date of termination.

3. In addition to, or in lieu of, remedies provided in this Agreement or pursuant to law, LCG shall have the right to withhold all or a portion of Selected Offeror's compensation for contract services if, in the judgment of the Project Manager or designee, the Selected Offeror fails to satisfactorily perform contract services. LCG shall have the right to retain funds withheld until the Project Manager or designee determines that contract services are performed as required by this Agreement.

ARTICLE 6 - SUBMISSION AND OPENING OF PROPOSALS

PROPOSALS - All proposals shall be enclosed in a sealed envelope which will be marked with the name of the proposal being submitted, and shall either be mailed or hand delivered to: Purchasing Division, Lafayette City-Parish Consolidated Government, PO Box 4017-C, 705 W. University Avenue, Lafayette, Louisiana 70502.

The "REQUEST FOR QUALIFICATIONS" will establish the date and time of the proposal opening. Proposals will be received until the stated date and time. The timely delivery of the proposals solely rests with the bidder, and late arriving proposals will not be considered.

LCG shall not be responsible for any costs incurred with submission of this Proposal. All costs incurred prior to award of the contract shall be the sole responsibility of the proposer.

ARTICLE 7 - NON-APPROPRIATION OF FUNDS

The continuation of this contract into a new fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract. If the Lafayette City-Parish Consolidated Government fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

ARTICLE 8 - BUDGETED FUNDS

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable under the Agreement shall be that which is the amount budgeted by the Lafayette City-Parish Consolidated Government for said project. In the event the total amount of the contract is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that the Lafayette City-Parish Consolidated Government shall not be liable for the amount of such increase until and unless said budget is amended as provided for the Lafayette City-Parish Consolidated Government Home Rule Charter to allow for such an increased amount.

ARTICLE 9 - DEFENSE AND INDEMNITY

In the contract to be awarded, the Selected Offeror does and will agree to defend, indemnify, and hold forever harmless LCG and their respective employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons for whom they may be deemed liable and/or answerable, to the extent permitted by law, from and against any and all claims, demands, causes of action, and/or rights of action arising out of or resulting from the performance of any of the work and/or obligations contemplated under the contract, including, but not limited to, any and all claims for damages, losses, expenses and/or attorney's fees which result from any breach by the Selected Offeror of any of the terms, provisions, conditions, and/or limitations of the contract, as well as any and all claims resulting from the sole negligence, liability, strict liability, and/or fault of the Selected Offeror and/or the joint and/or concurrent negligence, liability, strict liability, and/or fault of the Selected Offeror with any other persons or parties whomsoever.

The Selected Offeror further agrees that he will defend, indemnify, and hold forever harmless LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons or parties whomsoever, to the extent permitted by law, of and from any and all claims growing out of the lawful demands of subconsultants, laborers, workmen, mechanic, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Selected Offeror shall at LCG's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Selected Offeror fails to do so, then LCG may, after having served written notice on the Selected Offeror, either pay unpaid bills, of which LCG has written notice, direct, or withhold from the Selected Offeror's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged.

Notwithstanding the aforesaid, nothing contained herein shall be deemed to limit the obligations of any insurance company providing coverage in accordance with the terms of this Agreement to defend, indemnify, and hold harmless LCG, its employees, agents, representatives, officers, directors, elected and appointed officials, and any and all other persons or parties whomsoever to the full extent of their insurance contract and/or as required by law.

ARTICLE 10 – INDEPENDENT SELECTED FIRM

Selected Firm is, and at all times will be, an independent Selected Firm. Nothing in this Contract shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party. No employee, agent, representative and/or

subconsultant of Selected Firm shall be entitled to any of the rights or benefits due employees or agents of LCG, not shall Selected Firm, it employees, agents, representatives and/or subconsultants cause LCG to incur any liability to Selected Firm, its employees, agents, representatives and/or subconsultants under any law.

Furthermore, the parties hereby agree that Selected Firm, its owners, agents and employees will have no cause of action against, and will not assert a claim against, Lafayette City-Parish Consolidated Government, its officials, employees and volunteers will have no cause of action against, and will not assert a claim against, Lafayette City-Parish Consolidated Government, its officials, employees and volunteers whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that Lafayette City Parish Consolidated Government, its officials, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Selected Firm, its owners, agents and employees. The parties further agree that Selected Firm is a wholly independent Selected Firm and is exclusively responsible for its employees, owners, and agents. Selected Firm hereby agrees to protect, defend, indemnify and hold the Lafayette City-Parish Consolidated Government, its officials, employees & volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

ARTICLE 11 - SELECTED FIRM'S UNDERSTANDING

It is understood that the contract is solely between the Lafayette City-Parish Consolidated Government and the contracting agency and at all times, the contracting agency shall operate and deemed to be an independent Selected Firm. At all times, persons provided by the contracting agency to the Lafayette City-Parish Consolidated Government pursuant to the terms of this contract shall be deemed to be employees of the contracting agency, and shall not be considered to be employees of the Lafayette City-Parish Consolidated Government of the Lafayette City-Parish Consolidated Government.

ARTICLE 12 - PARTICIPATION BY DISADVANTAGED ENTERPRISE BUSINESSES

The Lafayette City-Parish Consolidated Government strongly encourages the participation of DBE's (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette City-Parish Consolidated Government for goods and services and labor and material. To that end, all Selected Firms and suppliers are encouraged to utilize DBE's business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

ARTICLE 13 –PERFORMANCE OR SURETY BOND REQUIREMENT

To the extent mandated, authorized and/or allowed by law, Proposer shall post and/or secure or cause to be posted and/or secured a performance or surety bond to cover the scope of the work for this project.