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**CITY OF CENTRAL
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

**REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL
ENGINEERING SERVICES
FOR THE**

BEAVER BAYOU CHANNEL RELOCATION

R.F.Q. No. 18-CC-01

**Prepared By:
City of Central
Municipal Services**



April 5, 2018

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**SECTION A – PUBLIC NOTICE FOR
PROFESSIONAL ENGINEERING SERVICES**

**The Advocate
Baton Rouge, Louisiana**

**To be published one time Legal
– APRIL 5, 2018**

**PUBLIC NOTICE FOR
PROFESSIONAL ENGINEERING SERVICES**

The City of Central in East Baton Rouge Parish, State of Louisiana, is seeking Statements of Qualifications from qualified firms interested in providing complete engineering services for the following project:

**CITY OF CENTRAL BEAVER BAYOU CHANNEL RELOCATION
R. F. Q. NO. 18-CC-01
CONSULTANT FEE: TO BE DETERMINED**

Statement of Qualifications shall be submitted within the guidelines established in the Request for Qualifications package. Interested firms may obtain a hard copy of the official Request for Qualifications (RFQ) package by requesting a copy in person from City Hall at 13421 Hooper Rd, Ste 9, Central, LA 70818 or by requesting a copy via email to jferguson@ibts.org. The firm selected for this project will be required to execute a contract for Professional Engineering Services. Any questions or problems related to the download of the RFQ package should be directed by email to jferguson@ibts.org.

Respondents must deliver an original and seven copies of Statements of Qualifications and an electronic copy on a CD-ROM in PDF on or before **APRIL 26, 2018 at 2:00 p.m. CST** in a sealed container plainly marked as follows:

City of Central
ATTN: City of Central Beaver Bayou Channel Relocation
RFQ No. 18-CC-01
13421 Hooper Road, Suite 9
Central, Louisiana 70818-9200

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

The City of Central is an Equal Opportunity Employer. Therefore, all respondents are encouraged to utilize minority participation to the extent possible through the use of small, disadvantaged, and women-owned businesses as suppliers or sub-consultants.

The members of the City Council request that all consultants or others involved with this project not contact any council or selection committee members

concerning this project during the selection process period.

Additionally, the Mayor requests that the Consultants submit requested information only. Unless otherwise stated or required by the instructions, all other attachments or embellishments shall be excluded.

The Selection Committee will meet tentatively on **Thursday, May 3rd, 2018 at 1:00 p.m.** at City Hall to select a consultant for the services advertised herein. The Selection meeting is open to the public and representatives from all interested firms are invited to be present. In accordance with the Americans with Disabilities Act, if you need special assistance, please call the City of Central at 225-261-5988, describing the assistance that is necessary. The City of Central reserves the right to reject all of the submittals in response to this Request for Qualifications.

**CITY OF CENTRAL
JUNIOR SHELTON
MAYOR**

**CITY OF CENTRAL
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

April 5, 2018

1.0 Introduction

- 1.1. This Request for Qualifications ("RFQ") is issued by the City of Central (hereinafter referred to as the "City"). The purpose of this RFQ is to establish a contract with a qualified firm (hereinafter referred to as the "Consultant") to provide Professional Engineering Services for the Beaver Bayou Channel Relocation Project.
- 1.2. CONSULTANT will be responsible for providing all equipment, materials and labor necessary to complete Scope of Services, **Exhibit A**. Successful Respondent will be required to execute a contract substantially similar to the Sample Contract attached as **Exhibit B**.
- 1.3. CITY reserves the right to modify or discontinue this RFQ at any time without any obligation to any Respondent. All costs of preparation of responses shall be borne by Respondents. CITY will not reimburse any expense incurred by any Respondent.
- 1.4. Respondents must deliver an original and seven copies of Statements of Qualifications ("RESPONSES") and an electronic copy on a CD-ROM in PDF **on or before April 26th, 2018 at 2:00 p.m. CST** in a sealed container plainly marked as follows:

City of Central
ATTN: City of Central Beaver Bayou Channel Relocation Project
RFQ No. 18-CC-01
13421 Hooper Road, Suite 9
Central, Louisiana 70818-9200

- 1.5 **RESPONSES RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED RESPONSIVE AND WILL NOT BE REVIEWED.**

2.0 Background

Beaver Bayou (EBRP Stream Index 53) is one of the primary internal drainage ways for the City of Central. Generally, the Beaver Bayou main channel is twelve (12) miles in length, with a drainage area of nearly 9,000 acres. The area of the channel proposed for relocation is between Hooper Road (downstream) and Wax Road (upstream). The portion of Beaver Bayou between these limits is approximately 8,200-feet in length as shown in blue in Exhibit A, **Attachment 1**.

This specific channel relocation involves the removal of two ninety (90) degree turns in Beaver Bayou as may be viewed in Exhibit A, **Attachment 2**. The original channel was relocated to make these two "90's" from its original location on or around 1976 at the request of a private land owner. The City of Central plans to

relocate this channel in a manner that is closer to its original state prior to 1976. The section of Beaver Bayou for relocation begins near the confluence of a west lateral of Beaver Bayou (EBRP Stream Index 53-3) behind Cimmaron Subdivision, portions of which are shown in red in Exhibit A, **Attachment 3**.

After an intense rainfall event, this confluence of Beaver Bayou and the western lateral flow counter to each other, hindering the ability of the lateral and the main channel to flow effectively. The main channel of Beaver Bayou and the west lateral at this location serve several flood prone subdivisions in the City including but not limited to Cimmaron, Bridlewood, White Oak Run, Crystal Place, Jackson Park, and Jackson Place.

The City believes by eliminating this hydraulic conflict, both Beaver Bayou and the west lateral will be able to function more efficiently. A general relocation for scoping purposes may be seen in Exhibit A, **Attachment 4**. The general relocation channel indicated is approximately 2,500 feet in length with a to bank 90-foot wide.

3.0 Schedule

Activity	Description	Date
Issuance of RFQ	Commencement of advertisement of RFQ	4/5/18
RFQ Inquiry Deadline	Respondents submit questions through City's designated email address	4/13/18 at 4:00 pm CST
City's Deadline to Respond to Inquiries	City posts all inquiries and responses on City's website	4/17/18 4:00 pm CST
RESPONSES Due	Respondents submit RESPONSES	No later than 4/26/18 at 2:00
Evaluation of Interviews	Review of RESPONSES by Selection Committee	5/3/18 (Tentative)
	If necessary to make a selection	TBD

4.0 Questions and Communications

- 4.1 Respondents SHALL NOT initiate contact or communication with any elected Council Member or appointed official for CITY, CITY's employees, contractors, or the Selection Committee regarding this RFQ until after the award of contract(s) or until cancellation of this RFQ.

Tentative Selection Committee Members:

Mr. David Ratcliff
 Mr. Peter Newkirk, P.E.
 Mr. Jason Ellis, P.E.

- 4.2 Questions concerning this RFQ shall be submitted via email to jferguson@ibts.org no later than **4:00 p.m. CST on April 13, 2018**. All inquiries together with responses thereto will be posted by the CITY at www.centralgov.com **on or before 4:00 p.m. CST on April 17, 2018**.

5.0 Procurement Process Objectives

- 5.1 CITY desires to engage a CONSULTANT to provide design and other services related to RFQ 18-CC-001, Beaver Bayou Channel Relocation.
- 5.2 CITY specifically reserves the right to evaluate RESPONSES and request additional information to supplement or explain RESPONSES.
- 5.3 CITY reserves the right to select the CONSULTANT which is in the best interest of the CITY and to reject all RESPONSES, if in the best interest of CITY.

6.0 Evaluation Criteria

- 6.1 RESPONSES will be reviewed by the Selection Committee.
- 6.2 RESPONSES should contain information sufficient to enable the Selection Committee to properly evaluate Respondent's qualifications for achieving the project objectives.
- 6.3 RESPONSES will be evaluated based on the following criteria:
- 6.4 The evaluation team will rely on the qualitative information contained and presented in the RESPONSES and reference checks in making the decision to select the most qualified firm to provide services for the CITY. Selection criteria will be based on:
 - 6.4.1 Project team experience and qualifications (30 points).
 - 6.4.2 Current workload of firm and availability of proposed core team (20 points).
 - 6.4.3 Project approach and firm's understanding of project (35 points).
 - 6.4.4 Experience with relevant projects of similar scope and scale (15 points).
- 6.5 In accordance with La. R.S. 38:2318.1, price or price-related information shall not be a factor in the selection under this RFQ. After an initial selection is made, the CITY may negotiate with the highest ranking firm concerning the fee and contract requirements. Upon completion of the negotiations, the highest ranking firm will then be asked to enter into a contract with the CITY. If an agreement cannot be reached with the highest ranked firm, the CITY will move to the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The CITY reserves the right to not select a firm as part of this process if an agreement cannot be reached.

7.0 Requirements for RESPONSES

- 7.1 RESPONSES must be bound and printed on 8.5" x 11" paper. Seven printed copies and an electronic copy on a CD-ROM in PDF must be submitted.

- 7.2 All RESPONSES must be typed or written in ink. Any erasures, strikeover and/or changes should be initialed by Respondent.
- 7.3 All RESPONSES must be signed by an individual with authority to bind Respondent.
- 7.4 Written addenda issued prior to opening which modifies the RFQ shall become a part of the RFQ and shall be incorporated within the contract. Only a written interpretation or correction by addendum shall be binding. Respondents shall not rely upon any interpretation or correction given by any other method.
- 7.5 RESPONSES should include the following information:
 - 7.5.1 Name and address of the firm and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFQ. In addition to the cover letter, provide a one-page summary of the benefits you believe the CITY would receive from selecting your firm.
 - 7.5.2 Cover letter signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting RESPONSES must establish that contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution of the agreement on behalf of the proposal team.
 - 7.5.3 Project team experience and qualifications, including résumés or a listing of information for each person in your firm participating in this project. State the educational background of each individual, years of experience, length of employment with your firm, project dollar amounts, and size. The architect and/or engineering firm will be contractually obligated to not reassign key staff members to other projects without the CITY's prior written consent. CITY will have approval rights of any and all new personnel assigned to this project.
 - 7.5.4 Current workload of firm and specific personnel assigned to this project, including specific percentage of time each key team member is estimated to devote to this project.
 - 7.5.5 Project approach, including a description of your understanding of the project and your approach to projects of this scope and budget.
 - 7.5.6 Experience with projects of similar scale and scope, including the name and location of the project, project description, commencement and

completion dates, budget, and client contact information. Three references, including contact information of agencies that have requested your services.

8.0 Supplemental Requirements

- 8.1 The State of Louisiana Code of Governmental Ethics (“Ethics Code”) places restrictions on awarding contracts to persons employed by any agency of CITY, or any business of which he or his spouse has more than a 25% interest. The Ethics Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. Questions regarding potential violation of the Ethics Code should be directed to the Louisiana Board of Ethics prior to submission of the PROPOSAL. Any violation of the Ethics Code shall be grounds for disqualification of PROPOSAL or cancellation of contract.
- 8.2 If Respondent is placed in default by CITY for failure to accept the contract after notification of award, for failure to timely deliver, or for otherwise unsatisfactory performance, Respondent may be subject to up to six months suspension from bidding or responding to any request for qualifications or proposals by CITY. Respondent shall be ineligible to perform work for the project or any part of the project for which Respondent has been placed in default.

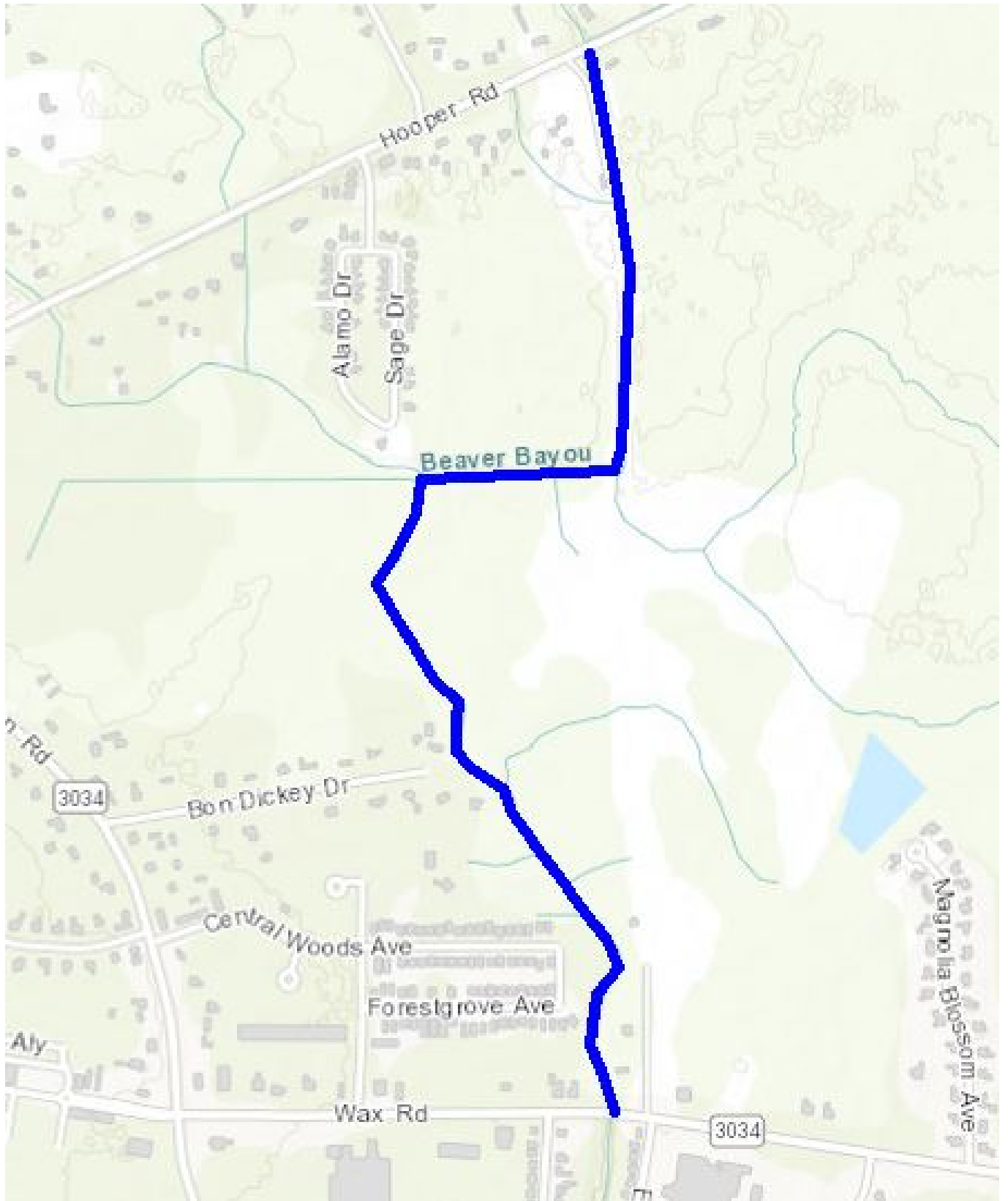
Exhibit A
Scope of Services

A team may consist of a Consultant (Prime) with or without Sub-consultants. The Prime must perform a minimum of 51% of the work described in the Scope of Services. The scope of work will include professional services to design a drainage way channel relocation of Beaver Bayou. Services below with the “Prime” designation following must be performed by the Prime. All others may be delegated to Sub-Consultants identified on the team. Services included but are not limited to as follow:

- Design (Prime),
- Hydraulics (Prime),
- Survey,
- Right-of-way Identification and Acquisition,
- Construction Estimate (Prime),
- Construction Administration (Prime),
- All Permitting,
- Geotechnical Investigations,
- Environmental Phase 1 (and 2 if required),
- Identifying Wetlands to be mitigated,
- Required meetings with local, State, and Federal Agencies when required (Prime).

It is anticipated Local and State funding may be utilized for this project. The Prime’s experience with the Louisiana DOTD Statewide Flood Control Program is preferred and should be demonstrated in responses.

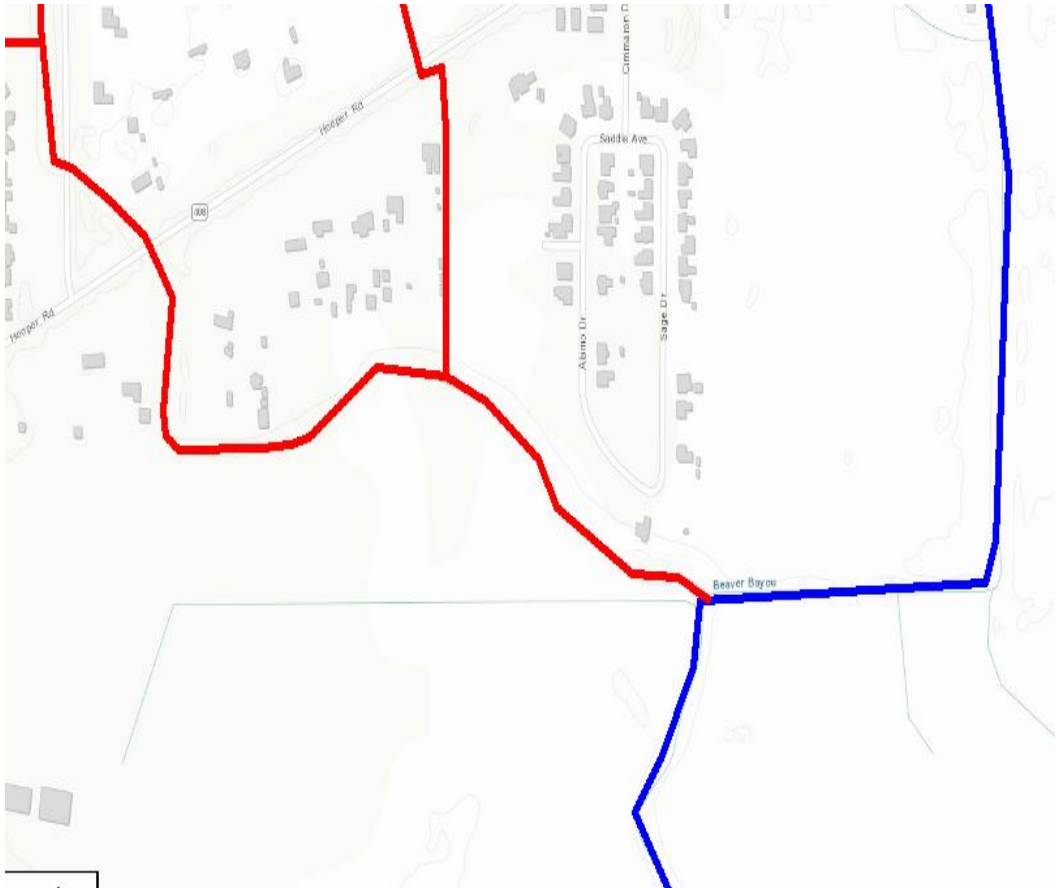
General information on the channel area, location and idea may be seen in the following Attachments.



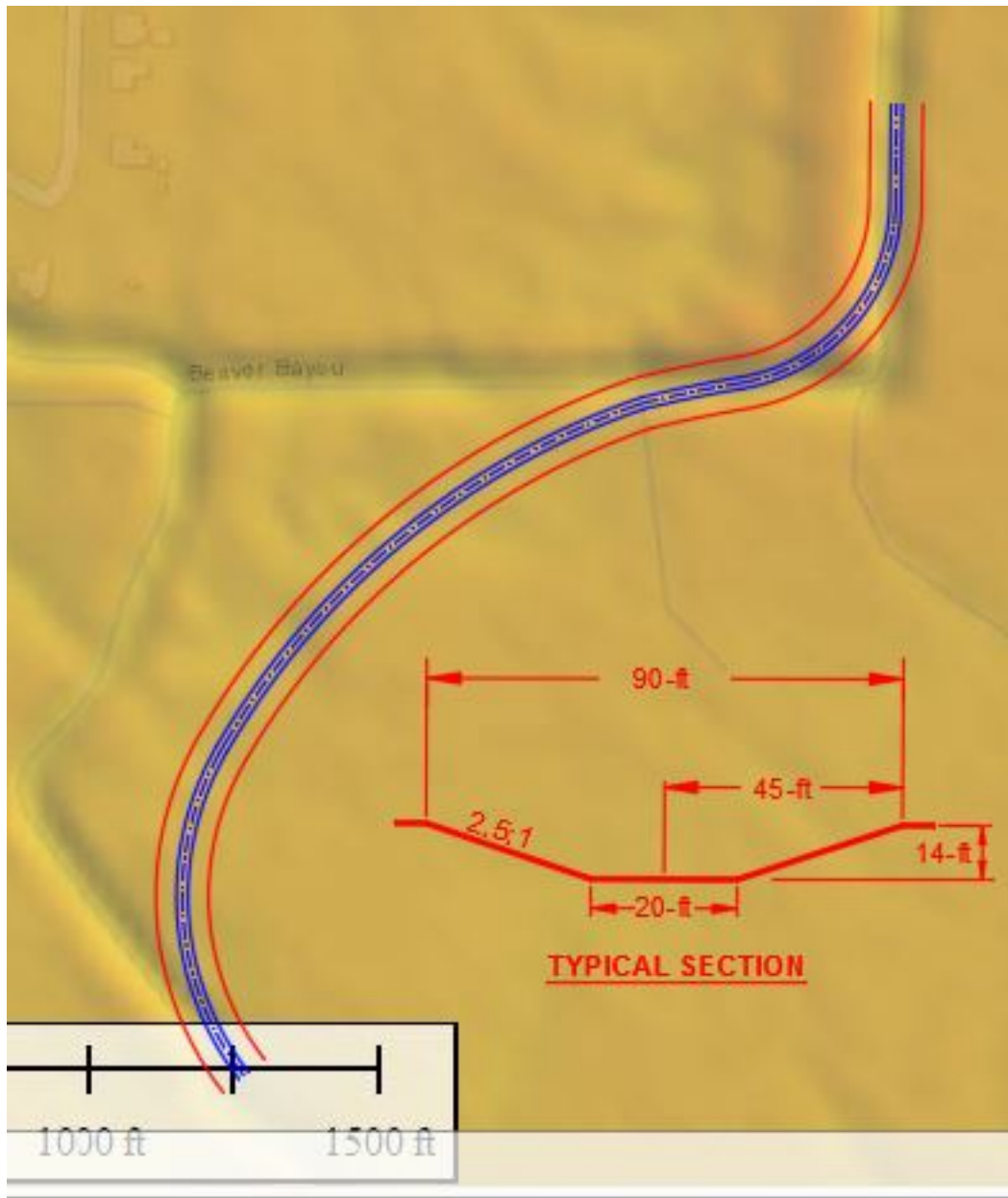
Attachment 1, Beaver Bayou from Hooper Road to Wax Road



Attachment 2, Beaver Bayou Relocation Channel Limits



Attachment 3, West Lateral of Beaver Bayou (in RED)



Attachment 4, General Channel Relocation Representation

Exhibit B
SAMPLE CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES

This Contract for Professional Consulting Services (“CONTRACT”) entered into by and between the City of Central, Louisiana (“CITY”) and_ (“CONSULTANT”), each of which may be referred to individually as “PARTY” or collectively as the “PARTIES,” shall be effective on _ (“Effective Date”).

PARTIES agree to the following:

1. **Services.** CONSULTANT shall perform services required by the CONTRACT Documents as requested by CITY in any Notice to Proceed (“Services”). The CONTRACT Documents which are incorporated herein shall consist of:

- (a) CITY’s Request for QUALIFICATIONS FOR THE BEAVER BAYOU CHANNEL RELOCATION (“RFQ”) – Attachment A;
- (b) CONSULTANT’s Statement of Qualifications – Attachment B; and
- (c) Notice to Proceed dated _____ – Attachment C.

CONSULTANT shall be responsible for ensuring that all individuals and entities performing Services are properly permitted and/or licensed by applicable federal, state and local entities.

2. **Term.** The term of this CONTRACT shall commence on the Effective Date, and shall be in effect through completion of any Services in accordance with CONTRACT documents (“Term”).

3. **Independent Contractor.** It is expressly acknowledged by the PARTIES that CONSULTANT is not the CITY’s representative, but rather CONSULTANT is and shall remain at all times during the performance of any services hereunder, an “independent contractor” and nothing contained in this CONTRACT is intended, nor shall be construed, to create a partnership or agency relationship between the PARTIES, to cause either PARTY to be responsible in any way for the debts, liabilities, or obligations of the other PARTY, or to constitute an employer-employee relationship between the PARTIES. CONSULTANT shall be solely liable for any errors, omissions, delictual acts, reliance upon apparent authority, or any acts of professional negligence caused by or attributable to Consultant or any person or entity performing any service or work for Consultant under this Contract. CONSULTANT shall not be deemed as a public servant or public employee of the City. It shall be CONSULTANT’s affirmative obligation to correctly inform those performing services or work in connection with the project, that CONSULTANT is not an employee, representative, agent or public servant of the CITY, but is rather an independent contractor.

4. **Insurance.** During the Term, CONSULTANT agrees to maintain the following minimum insurance coverage with an insurance company having industry rating of A-, Class VI or higher, according to Best’s Key Rating Guide and to provide Certificates of Insurance evidencing such coverage. CONSULTANT shall be responsible for assuring that subcontractors meet the same insurance requirements.

- (a) Commercial General Liability on an occurrence basis with waiver of subrogation as follows:
 General Aggregate \$2,000,000
 Projects-Completed/Operations Aggregate \$2,000,000
 Personal & Advertising Injury \$1,000,000
 Each Occurrence \$1,000,000
 Fire Damage (Any one fire) \$ 50,000
 Medical Expenses \$ 5,000
- (b) Business Automobile Liability with waiver of subrogation:
 Motor vehicles owned, non-owned and hired \$2,000,000
- (c) Professional Liability \$2,000,000 with waiver of subrogation
- (d) Standard Workers' Compensation with full statutory liability required by the State of Louisiana and Employer's Liability Coverage of not less than \$1,000,000 per occurrence with waiver of subrogation.

CONSULTANT's coverage applies as primary and not excess or contributing to any other insurance carried by the CITY. The CITY shall be named as an additional insured on all general liability policies described above. There shall be no provision in any policy that excludes any claim by an the CITY as an additional insured against the primary insured. Certificates must provide for 30 days written notice to Certificate Holder prior to cancellation or change. Certificate Holder should be shown as and Notice shall be to:

City of Central
 Attn: Mayor Shelton
 13421 Hooper Road, Suite 9
 Central, LA 70818-2900

- 5. **Notice.** All notices from the CONSULTANT to the CITY, or from CITY to the CONSULTANT must be in writing, and, shall be deemed duly served if mailed by U.S. mail, emailed, or faxed to the other PARTY at the following:

<p>CITY City of Central Attn: Mayor Shelton 13421 Hooper Road, Suite 9 Central, LA 70818-2900 T: (225) 261-5988 F: (225) 261-0811 E: Jr.Shelton@central-la.gov</p>	<p>CONSULTANT CONSULTANT'S Name Contact Name Mailing Address City, State Zip Code Telephone: Facsimile: Email Address:</p>
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The PARTIES may change the above addresses or fax numbers at any time upon giving the other PARTY written notice.

6. **Compensation.** CONSULTANT shall provide an invoice (“Invoice”) to CITY detailing Services rendered, and any reimbursable expenses incurred. Compensation for Services shall be in accordance with Attachment B. CITY shall pay CONSULTANT within 30 days from the receipt of the Invoice. Compensation for Services may not be modified, unless otherwise agreed upon by the PARTIES in writing. CITY may request, and CONSULTANT shall provide to CITY, any information that is reasonable and necessary to verify any Services rendered under the CONSULTANT. The CONSULTANT shall keep and maintain full and accurate records of all costs including, but not limited to, all contracts, subcontracts, purchase orders, invoices, delivery tickets, test results, field changes, payroll and all documents relating to the costs incurred in connection with the Work, which records shall be open for inspection, review and audit by the CITY or its authorized representatives, at any time with reasonable notice to the Contractor during the performance of the Work and for a period five (5) years after Final Payment.

7. **Termination.**

7.1 **For Cause.** CITY may terminate the CONTRACT if: (1) CONSULTANT fails to perform under the terms of this CONTRACT, (2) CITY provides CONSULTANT with a written notice of the default, and (3) CONSULTANT fails to cure the default within a reasonable period of time. CONSULTANT shall not be liable for any excess costs if the failure to perform the CONTRACT arises from events completely beyond the control of, and without the fault or negligence of the CONSULTANT. Failure to perform, as used herein, is defined to mean non-performance, defective performance or delay in performance as set forth in La. Civil Code art. 1994.

7.2 **Without Cause.** Either PARTY may terminate this CONTRACT without cause by providing the other PARTY with ten (10) days written notice of the termination. In the event CONSULTANT is terminated for cause, and it is later determined through binding dispute resolution that cause did not exist, then CONSULTANT hereby stipulates and agrees that such termination shall automatically be converted to a termination without cause. All obligations to perform by either party shall terminate on the effective date of the termination without cause except for any indemnity and warranty obligations established by law or contract. In no event shall the CITY be obligated to pay for anticipated fees or profits on services not performed.

7.3 **Effects of Termination.** Upon issuance or receipt of any notice of termination, CONSULTANT shall discontinue providing Services. To the extent that the termination of this CONTRACT is not due to CONSULTANT’s failure to perform an obligation under the CONTRACT, CITY shall reimburse CONSULTANT for all Services properly furnished in accordance with the requirements of this CONTRACT up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the CONTRACT to the contrary, the CONSULTANT shall have no further obligations under this CONTRACT after the effective date of the termination. In no event shall the CITY be obligated to pay for anticipated fees or profits on services not performed.

8. **Indemnification/Liability.**

8.1 To the fullest extent permitted by law the CONSULTANT shall indemnify, defend and hold harmless the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to the payment of attorneys' fees incurred by any of them, arising out of or resulting from any failure to perform by or attributable to CONSULTANT. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under any other provision of the CONTRACT. CONSULTANT hereby agrees, as a material condition of the CONTRACT, to obtain insurance to insure any and every obligation to indemnify, defend, or hold harmless and/or any obligation to name the CITY and/or others as an additional insured, wherever such obligation is stated in the CONTRACT. CONSULTANT hereby acknowledges and stipulates that the cost of all insurance required by the CONTRACT is included within the price to be paid by the CITY to CONSULTANT under this CONTRACT.

8.2 In no event shall either PARTY be liable to the other for any special, indirect, exemplary, or other type damages not directly related to the project.

9. Force Majeure.

Neither party to this CONTRACT shall be responsible to the other party for any delay resulting from a failure to perform if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause. In case of any delay CONSULTANT believes is excusable, CONSULTANT shall notify the CITY in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 days after the cause that creates or will create the delay first arose, if CONSULTANT could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date CONSULTANT first has reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, CONSULTANT shall continue to perform in accordance with the CONTRACT.

10. Performance.

10.1 CONSULTANT shall perform within the standard of care provided by law.

10.2 CONSULTANT shall be liable to the CITY and pay for all costs, expenses, fees (including attorney fees) and/or damages that the CITY incurs arising from or connected with CONSULTANT's failure to perform in accordance with this CONTRACT. CONSULTANT's failure to perform shall include, but not be limited to, the failure of its sub-consultants of any tier to perform. The CONSULTANT's liability to the CITY shall include, but not be limited to (1) the increase costs of performance, including services of any design professional; (2) costs of corrective work; (3) liability to third parties; (4) re-procurement costs; (5) attorney fees and related costs, including costs incurred in enforcing the CITY's rights under the CONTRACT.

10.3 The CITY may, in addition to other remedies available at law or equity and upon notice to CONSULTANT, retain such monies from amounts due CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by any person against CONSULTANT or the CITY arising from the acts or failure to perform by CONSULTANT..

10.3 Pursuant to this CONTRACT, CONSULTANT shall provide Services in accordance with CONTRACT and any federal, state, and local laws, rules, and regulations. If CONSULTANT fails to comply with CONTRACT or any applicable federal, state, and local laws, rules, and regulations, CITY shall be entitled to recover any payments made to CONSULTANT and any costs of attorney fees incurred.

11. **General Provisions.**

11.1 **Agreement.** This CONTRACT constitutes the entire agreement between the PARTIES. No oral agreements or representations shall be valid or binding upon the PARTIES.

11.2 **Assignment.** Neither PARTY to this CONTRACT shall assign any part of CONTRACT without the express prior written consent of the other PARTY. An assignment by operation of law to a successor in interest of CONSULTANT, a change of control and ownership of CONSULTANT, and assignment by CONSULTANT to a parent, subsidiary, or affiliate of CONSULTANT shall not be considered an assignment requiring consent of CITY.

11.3 **Governing Law/Venue.** This CONTRACT shall be governed by, and construed in accordance with Louisiana law. The venue of any legal or equitable action that arises out of or relates to the CONTRACT shall be any court of competent jurisdiction in East Baton Rouge Parish, Louisiana.

11.4 **Safety.** CONSULTANT agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and local Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.

11.5 **Modification of Terms.** The CONTRACT contains all the terms and conditions agreed upon by the PARTIES, which terms and conditions shall govern all transactions between the CITY and CONSULTANT. The CONTRACT may only be modified or amended upon mutual written agreement of the PARTIES.

11.6 **Execution in Counterparts.** The CONTRACT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.7 **Severability.** If any court of competent jurisdiction deems any provision of the CONTRACT void or unenforceable, that provision shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable. All other CONTRACT provisions shall remain in full force and effect.

11.8 **Authority.** Each person signing the CONTRACT represents that he or she is duly authorized to do so and to bind the respective PARTY to the CONTRACT.

11.9 There are no third party beneficiarie3s to this Contract.

11.10 In accordance with Louisiana law, the City, as a public entity, shall own all rights to any instruments of service prepared by or on behalf of CONSULTANT.

12 DISPUTE RESOLUTION

12.1 Claims, disputes, or other matters in controversy arising out of, or related to this CONTRACT, except those previously waived, shall be subject to mediation as a condition precedent to binding dispute resolution.

12.2 The binding dispute resolution process for all claims, disputes or any matter in controversy among the parties of any nature or kind arising from or in any way whatsoever connected with this CONTRACT shall be litigation in a court in East Baton Rouge Parish, State of Louisiana.

City of Central, Louisiana

By: _____

Inez "Jr" Shelton, Mayor

Date: _____

CONSULTANT'S Name

By: _____

Title: _____

Date: _____

APPENDIX

STATE OF LOUISIANA
PARISH OF _____

AFFIDAVIT REQUIRED BY LA. R.S. 38:2224

PROJECT: BEAVER BAYOU CHANNEL RELOCATION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the aforesaid state and parish, personally came and appeared:

_____ (“Affiant”), who after being sworn did depose and state:

1. Affiant is a duly authorized representative of _____ (“Contractor”) which has been selected to perform engineering services for the City of Central (“City”) pursuant to a public contract;
2. Contractor has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the Project with the City under which Contractor, will receive payment, other than persons regularly employed by Affiant or Contractor whose services in connection with professional architectural and engineering design services for a city hall building within the City or project or in securing the public contract were in the regular course of their duties for Affiant or Contractor; and
3. No part of the contract price to be received by Affiant or Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the public contract, other than the payment of normal compensation to persons regularly employed by the Affiant or Contractor, whose services in connection with professional architectural and engineering design services for a city hall building within the City or project were in the regular course of their duties for Affiant or Contractor.

Signature of Affiant

Printed Name of Affiant

Name of Contractor

SWORN TO AND SUBSCRIBED before me this _____ day of, _____ 2018.

Notary Public / Notary I.D. No. _____

Printed Name of Notary

STATE OF LOUISIANA
PARISH OF _____

ATTESTATION OF PAST CRIMINAL CONVICTIONS La. R.S. 38:2212.9

PROJECT: BEAVER BAYOU CHANNEL RELOCATION

Appearer, does hereby attest that:

A. No individual who has a minimum ownership interest of five percent (5%), or more, in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony crime or equivalent Federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. If the bidding entity named below is the lowest bidder and evidence is submitted substantiating that any individual with a minimum ownership interest of five percent (5%), or more, in the lowest bidder has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony crime or equivalent Federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws listed Section A above, and the City of Central rejects the lowest bid, the bidding entity named below whose bid is rejected shall be responsible to the City of Central for the costs of rebidding, the increased costs of awarding to the second low bidder, or forfeiture of the bid bond, whichever is higher.

NAME OF BIDDER

NAME OF BIDDER'S AUTHORIZED
SIGNATORY

DATE

TITLE OF BIDDER'S AUTHORIZED
SIGNATORY

SIGNATURE OF BIDDER'S AUTHORIZED
SIGNATORY