



## Request for Qualifications

### "Engineering Services"

RFQ No. 1-2021

March 3, 2021

The Southeast Louisiana Flood Protection Authority – West, for and on behalf of its member Districts, West Jefferson Levee District and Algiers Levee District (hereinafter, “The Authority” or “Authority”), hereby invites you to submit a Statement of Qualifications (SOQ) for engineering assistance as described in the scope of services (Enclosure 1).

The proposed contract will be negotiated with the firm(s) selected by the Authority and will begin approximately in July 2021. The Southeast Louisiana Flood Protection Authority - West Professional Services Contract will be used for this contract (Enclosure 2).

Firms electing to submit a proposal as a prime contractor cannot be listed as a subcontractor on another firm's proposal. Firms not submitting as a prime contractor are allowed to be listed as a subcontractor on as many proposals as they deem appropriate. Please note, firms who are prime contractors on existing contracts with the Authority will be allowed to submit as subcontractors on this advertisement.

The general criteria to be used by the Authority in evaluating responses for the selection of a potential contractor to perform these services are:

1. **Specialized Experience (Firm and Key Personnel)** 40 points  
Measures both the firm’s and key personnel’s demonstrated experience and performance on similar work to that likely to be required from this advertisement;
  
2. **Professional Qualifications** 30 points  
Measures the personal qualifications of key personnel including academic attainment, professional achievements and relevant experience;

**3. Capability of Firm**

30 points

Measures the ability of the firm to provide the technical/professional disciplines necessary to perform these services within the designated timeframe.

**100 points**

Should you wish to respond to this request please submit four (4) copies of a written statement expressing your willingness to comply with the terms specified herein. Elaborate proposals are neither required nor desired. The Authority prefers a simple presentation and discourages extensive use of artistic designs, use of hard binders, etc. Included in your SOQ should be (1) an executive summary stating the firm's particular expertise, resources and advantages they or their team will bring to the agency. This summary is limited to two pages; and (2) Standard Form 24-102 (SF24-102), which is attached as Enclosure 3. In the event the SOQ contains subcontractors, the particular task they will perform together with the relevant experience should be included. Names listed on the SF24-102 must precisely match the names filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. Resumes or any organizational chart included in the SF24-102 shall clearly state the location (city and state) of the office in which the staff member resides. Any potential contractor failing to submit any of the information required on the SF24-102 will be considered non-responsive.

This written statement must be provided to the Authority no later than 3:00 p.m., March 31, 2021. Statements must be addressed to:

Mr. Nicholas P. Cali  
Regional Director  
Southeast Louisiana Flood Protection Authority - West  
7001 River Road, Marrero, LA 70072

And, if not mailed, may be hand delivered. No electronic submissions. Any proposal submitted untimely will not be considered. The selected firm(s) will be notified via U.S. Mail.

All potential contractors should be advised that contractors may, in certain circumstances be deemed public employees as defined by the Ethics Commission. **Full disclosure to the Authority is required of any potential conflicts.**

According to the provisions of LA. R.S. 12:301-302, any corporation that is not incorporated in the State of Louisiana must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809, Phone no. (225) 925-4704.

The firm, engineers, or surveyors that will accomplish the work as described in Enclosure 1, Scope of Services, shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (L.R.S. 37:681 through 37:703 as amended by Act 568 of

1980) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

ANY QUESTIONS REGARDING THIS REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATION SHOULD BE SUBMITTED IN WRITING TO THE REGIONAL DIRECTOR.

Questions must be submitted in writing and received by 3:00 p.m. CST, fourteen (14) calendar days before the statements are due. Official responses to all questions submitted by potential proposers will be answered seven (7) calendar days after receipt of the submitted questions.

Enclosures

- (1) Scope of Services
- (2) Professional Services Contract (Sample)
- (3) Standard Form 24-102 and Instructions

**SCOPE OF SERVICES**  
**FOR**  
**ENGINEERING SERVICES**

**I. INTRODUCTION**

At the Southeast Louisiana Flood Protection Authority-West, our mission is to protect life and property for those who call the west bank of Orleans and Jefferson parishes home by providing effective, efficient protection from hurricane storm surges and other high-water events that impact levees and other flood-control structures. The proposed contract(s) will be to provide full service Engineering Services capable of performing all aspects of project design including data collection, design and construction oversight on projects initiated by the Authority.

A copy of the contract you will be required to sign if selected is attached. **Please review the contract prior to submitting your proposal. No requests for changes to the contract language will be considered.** It is anticipated one (1) to three (3) 36-month contracts will be awarded from this advertisement. Standardized rate sheets will be distributed to each Consultant selected from this advertisement. Agency maximum billable rates for each labor category will be calculated and applied to each rate sheet. **Rate sheets will be applicable for the full term of the contract. Billable rates should be inclusive of any and all costs, including labor, overhead, lodging, travel, per diem, administrative costs, software, account management, and any other costs related to provision of services.**

**II. SCOPE OF WORK**

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

**A.Services Required**

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

1. Flood Protection Engineering. Provide personnel and equipment needed to perform complex flood protection engineering services such as but not limited to:

- Engineering assistance with the design of unique Levee and flood protection projects including earthen levees, flood protection structures, levee height and stability analysis, levee lift and restoration, and shoreline protection;
- Assist in the assessment of Flood Protection Structures and prepare reports to document current condition and estimated service life available.
- Review and development of construction cost estimates and technical reports;

- Preparation of construction documents including plans, specifications and bid packages;
- Technical presentations; and
- Interfacing with all engineering and scientific disciplines.

2. Structural Engineering. Provide personnel and equipment to analyze and design a wide array of flood protection structures including levees, shoreline protection and panel breakwaters, gated outfall structures and weirs, flap gated culverts and structural foundations.

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

- General engineering and hydraulic studies
- Analysis and manipulation of data sets and GIS software
- Project scoping
- Technical document development and review
- Report preparation and presentation
- Estimates of probable cost

4. Construction Oversight. Provide personnel and equipment to perform construction oversight and inspection services on a wide array of flood protection projects. Duties may include, but are not limited to:

- Contractor supervision and representation of owner
- Resident inspection in remote locations
- Review of daily work logs
- Technical document development and review
- Verification of pay requests

## **B. Personnel and Equipment Requirements**

1)Engineer Requirements. Engineering work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the State Board of Registration for Professional Engineers and Land Surveyors (LAPELS).

2)Equipment. Provide computer hardware, software and other equipment necessary to accomplish the services requested by the Department.

## **C. Typical Deliverables**

1) Plans typically are 11" x 17" size drawings bearing the seal of the responsible Professional Engineer or Professional Land Surveyor and may include:

- Work sequence plan
- Elevation contour maps

- Cross-sections
- Plan views (Overlay on aerial or satellite photography and the Lambert Conformal Conic Projection, Louisiana State Plane Coordinate System South Zone, NAD83 may be required.)
- Structural details

Plans shall be submitted as directed by the Authority. Digital copies of plans shall also be submitted in AutoCAD 2004 or newer (\*.dwg) format, \*.dwf and \*.pdf formats. All Plans shall be produced on the Authority standard title block.

2) Specifications (compatible with the Authority standard format, hardcopy and digitally in MS Word and Adobe formats) and bid documentation.

3) Technical presentations

4) Technical reports

5) Progress reports

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

CONTRACT FOR PROFESSIONAL SERVICES

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Southeast Louisiana Flood Protection Authority - West, (hereinafter sometimes referred to as the “Authority”) and (Enter name and address) (hereinafter referred to as “Contractor”), do hereby enter into a contract under the following terms and conditions:

1. **PROJECT IDENTITY AND DESCRIPTION**

Indefinite Delivery, Indefinite Quantity (IDIQ) contract for Professional Engineering services to support the Authority’s Operation, Maintenance, Repair, Rehabilitation, and Replacement efforts.

2. **TERM OF CONTRACT**

This Contract shall begin on July 1, 20\_\_ and shall terminate on June 30, 20\_\_.

3. **SCOPE OF SERVICES**

Contractor hereby agrees to furnish services as outlined in Enclosure 1, “Scope of Services.”

4. **COMPENSATION**

In consideration of the services described above, the Authority hereby agrees to pay the Contractor up to a maximum fee of \$500,000 per year.

5. **NOTICE TO PROCEED**

The Contractor shall proceed with the work upon receipt of an executed Task Order signed by duly authorized representatives of both parties.

6. **CONTRACT MONITOR**

The Regional Director, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as “Contract Monitor”) for this project, to provide liaison between contractor and the Authority, and to perform various duties which are specifically provided for in this Contract and Enclosure 1, “Scope of Services.”

7. **PAYMENT TERMS**

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

Invoices shall be submitted monthly. Rates are inclusive of all travel related costs, which includes airfare, meals, lodging and mileage. Rates are inclusive of all supply costs

normally associated with the delivery of services, including but not limited to computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials. If a task requires specialized equipment or materials, the Contract Monitor or his designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee in writing **PRIOR** to the contractor incurring these costs.

A progress report shall be submitted by the Contractor with each invoice for payment on Form PR (Attachment B).

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum contract amount except through written amendment prior to the expiration date of the contract.

## 8. **INDEMNIFICATION**

The Contractor shall protect, defend, indemnify, save and hold harmless the SLFPA-W, its officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, attorney fees, expenses, and judgments for sums allegedly due to any party for loss of life, injury, or damage to any persons or property arising from or in any way growing out of any negligent act or omission of the Contractor, its agents, servants, and employees while engaged upon or in connection with the services required or performed by the Contractor with regard to this Contract, except for those claims, demands, and/or causes of action arising out of the negligence of the SLFPA-W, its agents, representatives, and/or employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand, or suit is groundless, false, or fraudulent.

## 9. **INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating shall be waived for Workmen's Compensation Coverage only. All policies shall provide an Additional Insured and Waiver of Subrogation in favor of the SLFPA-W. The additional insured requirement shall be waived for Workmen's Compensation and Professional liability. However, an alternate employer endorsement shall be provided for Workmen's Compensation.

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the SLFPA-W before work is commenced. Said policies shall not hereafter be



canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the SWLFA-W

**Compensation Insurance:** Before work is commenced, the Contractor shall maintain Workers' Compensation Insurance, as required by statute, and Employee's Liability Insurance, with limits of not less than \$1,000,000, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of subcontractor's employees, unless such employee is covered by the protection of the Contractor. SLFPA-W shall be provided with a waiver of subrogation as well as listed as Alternate Employer on said policy. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the SWLFA-W, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the SWLFA-W. Such insurance shall name the SWLFA-W as additional insured and provide a waiver of subrogation for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, providing limits per project of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. The Commercial General Liability Insurance shall also include a separate limit of insurance for Projects and Completed operations liability coverage in the amount of \$2,000,000 in the aggregate. An umbrella policy may be used to meet the minimum.

**Insurance Covering Special Hazards:** Special hazards as determined by the SWLFA-W shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

**Licensed and Non-Licensed Motor Vehicles and Watercraft:** The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage covering all owned vehicles, leased, non-owned and hired vehicles. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of the Contract of the work to be performed, unless such coverage is included in insurance elsewhere specified.

If watercraft is engaged and/or utilized in any operations performed under this Contract, the Contractor shall maintain Watercraft Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall be maintained during the life of this Contract, and cover the use of any licensed and non-licensed watercraft engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. If the watercraft engaged and/or utilized in any operations performed under this Contract is not owned and/or operated by the Contractor, then the Contractor shall require that any and all such subcontractors procure and maintain the Watercraft Liability Insurance as prescribed and required by this Paragraph.

**Professional Liability Insurance:** Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage shall extend to all professional subcontractors employed by Professionals contracted with SLFPA-W. Any and all professional liability policies will remain in force or provide an extended reporting endorsement (tail coverage) for at least three years past the completion date of the contract.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, procure and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**10. CLAIMS FOR LIENS**

The Contractor shall be solely liable for and shall hold the SLFPA-W harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

**11. TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number \_\_\_\_\_.

**12. COST RECORDS**

The SLFPA-W, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this Contract, for inspection by the SLFPA-W, Legislative Auditor and/or the Office of the Governor,

Division of Administration auditors, and copies thereof shall be furnished if requested.

### **13. OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by the SLFPA-W shall remain the property of the State, and shall be returned by Contractor to the SLFPA-W, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the SLFPA-W, and shall, upon request, be returned by Contractor to the SLFPA-W, at Contractor's expense, at termination or expiration of Contract.

The SLFPA-W encourages the use of data collected under its contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspaper articles and news, etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the SLFPA-W, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
- C. In all such papers/presentations, the SLFPA-W (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

### **14. INDEPENDENT CONTRACTOR**

While in the performance of services or carrying out the obligations under this agreement, CONTRACTOR shall be acting in the capacity of independent contractor and not as employee of SLFPA-W, and not as partner of, or joint venturer of SLFPA-W. SLFPA-W shall not be obliged to any person, firm or corporation for any obligations of CONTRACTOR arising from the performance of their services under this Agreement.

The SLFPA-W hereto acknowledge and agree that SLFPA-W shall not:

- 1. withhold federal or state income taxes;
- 2. withhold federal social security tax (FICA);
- 3. pay federal or state unemployment taxes for the account of CONTRACTOR;

or

4. pay workers' compensation insurance premiums for coverage for CONTRACTOR.

1. CONTRACTOR agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.
2. CONTRACTOR agrees to indemnify and hold SLFPA-W harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from SLFPA-W's treatment of CONTRACTOR as an independent contractor. CONTRACTOR further agrees to reimburse SLFPA-W for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

**15. AUDITORS**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

**16. ASSIGNABILITY**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the SLFPA-W. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the SLFPA-W.

**17. SUCCESSORS AND ASSIGNS**

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

**18. NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

**19. CODE OF ETHICS**

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

arise at any time during the term of this contract.

**20. COMPLIANCE WITH STATE AND FEDERAL LAW**

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

**21. DISCRIMINATION CLAUSE**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a *et seq.*), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.fsr.gov>).

The Contracting Party shall not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

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

**22. SUBCONTRACTORS**

The Contractor agrees to obtain written approval from the SLFPA-W prior to subcontracting any part of the services specified in Attachment A. The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the SLFPA-W Project Manager. The Contractor further agrees to guarantee and be liable to the SLFPA-W for all services performed under any such subcontract.

**23. CERTIFICATE OF DEBARMENT/SUSPENSION STATUS**

Contractor certifies with its execution of this agreement that it is not suspended, debarred, or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the SLFPA-W in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, the SLFPA-W reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

**24. TERMINATION FOR CAUSE**

The SLFPA-W may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the SLFPA-W shall give the Contractor written notice specifying the Contractor's failure.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the SLFPA-W to comply with the terms and conditions of this contract provided that the Contractor shall give the SLFPA-W written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

**25. TERMINATION FOR CONVENIENCE**

The SLFPA-W may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor.

The Contractor shall be entitled to payment for deliverables in progress, to the extend work has been performed satisfactorily.

**26. REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA – R.S. 39:1524 – 1526.

**27. DISPUTES**

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.

**28. AGREEMENT APPROVAL**

This Contract shall not be effective until it has been approved and signed by all parties.

**29. AMENDMENTS**

No amendment shall be effective unless it is in writing, assigned by duly authorized representatives of both parties.

**THUS DONE AND SIGNED AT** Marrero, Louisiana on the day, month and year first written above.

**IN WITNESS THEREOF**, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES SIGNATURES:

Southeast LA Flood Protection Authority West

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By: Scott Burke, President

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

WITNESSES SIGNATURES:

CONTRACTOR NAME:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)



# Standard Form: 24-102

(Rev. 4/2013)

## Professional Services Contracts

|  |  |                |
|--|--|----------------|
| 1. Advertisement Title   | 2a. Announcement date  | 2b. RFQ number |
| 3a. Name and mailing address of the firm   | 3b. Name, title, telephone number and email address of the official with <b>signing authority</b> for this contract.         |                |
|  | 3c. Name, title, telephone number and email address of the <b>point of contact</b> for this contract (if different from 3b.) |                |
|  | 3d. Firm's Louisiana License number  |                |
| <p>4. Full-time personnel on the prime firm's payroll in all Louisiana offices, domiciled in Louisiana:</p> <p style="margin-left: 20px;">a. Civil Engineers, with current Louisiana P.E. registration _____</p> <p style="margin-left: 20px;">b. Environmental Engineers, with current Louisiana P.E. registration (not included in 4a) _____</p> <p style="margin-left: 20px;">c. Environmental personnel (non-engineers) _____</p> <p style="margin-left: 20px;">d. Planning personnel (non-engineers) _____</p> <p style="margin-left: 20px;">e. Surveying personnel (non-engineers) _____</p> <p style="margin-left: 20px;">f. Other personnel not included in above categories _____</p> <p style="margin-left: 40px;">Total personnel domiciled in Louisiana (sum of a – f) _____</p> |  |                |
| <p>5. Full-time personnel on the prime firm's payroll, not domiciled in Louisiana, to be used on this project:</p> <p style="margin-left: 20px;">a. Civil Engineers _____</p> <p style="margin-left: 20px;">b. Environmental Engineers (not included in 5a) _____</p> <p style="margin-left: 20px;">c. Environmental personnel (non-engineers) _____</p> <p style="margin-left: 20px;">d. Planning personnel (non-engineers) _____</p> <p style="margin-left: 20px;">e. Surveying personnel (non-engineers) _____</p> <p style="margin-left: 20px;">f. Other personnel not included in above categories _____</p> <p style="margin-left: 40px;">Total personnel not domiciled in Louisiana (sum of a – f) _____</p>  |  |                |

6. Do you presently have sufficient staff to perform the entire suite of services designated in the advertisement? (Yes/No)

7. Do you intend to use a sub-consultant(s) to compliment your firm? \_\_\_\_\_ yes \_\_\_\_\_ no

| <b>Name and address</b> | <b>Identify the element of work to be performed by the sub-consultant</b> | <b>Worked with prime before? (Yes/No)</b> |
|-------------------------|---|---|
| 1.                      |   |   |
| 2.                      |   |   |
| 3.                      |   |   |
| 4.                      |   |   |
| 5.                      |   |   |

|  |  |
|--|--|
| 8. Brief résumé of key persons anticipated to work on this project                                       |  |
| a. Name, domicile and email address  | b. Title/ Engineering area of expertise  |
| c. Name of firm by which employed full time  | d. Years experience:<br>With this firm: _____ With other firms: _____                      |
| e. Education: Degree(s) / Years / Specialization   | f. Active registration: Year first registered: _____<br>Branch: _____ LA License No. _____ |
| g. Other experience and qualifications relevant to the proposed services required in this advertisement: |  |

9. Work by firm (or sub-consultant's) which best illustrates project experience relevant to typical work required in the advertisement (List no more than 10 Projects)

| a. Project name & location | b. Project description | c. Nature of firm's responsibility & firm members involved | d. Owner's name, address, and telephone number | e. Completion date & cost in thousands |
|----------------------------|------------------------|--|--|--|
|                            |                        |  |  |  |
|                            |                        |  |  |  |
|                            |                        |  |  |  |
|                            |                        |  |  |  |
|                            |                        |  |  |  |
|                            |                        |  |  |  |

| 10. All work by firm (all offices) currently being performed directly for or selected by the SLFPA-W |  |   |   |           |
|--|--|---|---|-----------|
| a. Project number, 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 retainer/IDIQ contracts, list open task orders individually                                    |  |   | Total   |           |

**11. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed advertisement.**

[Empty space for providing additional information or description of resources supporting the firm's qualifications for the proposed advertisement.]

12. This is to certify that all information contained herein is accurate and true.

Signature: \_\_\_\_\_ Typed name and title: \_\_\_\_\_ Date \_\_\_\_\_