

**CITY OF CENTRAL**  
**East Baton Rouge Parish, Louisiana**  
**November 19, 2012**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**  
**FOR ENGINEERING SERVICES**

**Hydrologic and Hydraulic Analyses and Floodplain Mapping**

**1.0 Introduction**

City of Central (“CITY”) seeks to retain an experienced and qualified engineering firm (“CONTRACTOR”) to perform hydrologic and hydraulic analyses and floodplain mapping for an area of East Baton Rouge Parish located in CITY which is currently designated as Zone A as shown on the Study Area Map attached as Exhibit B. The purpose of the study is to provide accurate, up-to-date information regarding flood risk in conformance with applicable Federal Emergency Management Agency (“FEMA”) Guidelines and Standards, Procedural Memoranda, and guidelines for analysis and mapping standards. The CITY seeks Statements of Qualifications and Proposals (“PROPOSALS”) for the following services:

- Hydrologic analysis
- Hydraulic analysis
- Floodplain mapping

Exhibit A, provided at the end of this document, outlines the Scope of Services. CONTRACTOR will be responsible for providing all equipment, materials and labor necessary to complete Scope of Services. Successful Respondent will be required to execute a contract substantially similar to the Sample Contract attached as Exhibit C.

CITY reserves the right to modify or discontinue this Request for Qualifications and Proposals (“RFQ&P”) at any time without any obligation to any Respondent. All costs of preparation of PROPOSALS shall be borne by Respondents. CITY will not reimburse any expense incurred by any Respondent prior to the term of the contract.

Respondents must deliver an original and 2 copies of the PROPOSALS and an electronic copy on a CD-ROM in PDF on or before January 3, 2013 at 2:00 p.m. C.S.T. in a sealed container plainly marked as follows:

**City of Central**  
**ATTN: Flood Insurance Study Proposal**  
**13421 Hooper Road, Suite 9**  
**Central, Louisiana 70818-9200**

**PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED RESPONSIVE AND WILL NOT BE REVIEWED.**

## 2.0 Background

Beaver Bayou was studied and mapped for FEMA by the United States Army Corps of Engineers (“USACE”) in 1982 using HEC-2 as the hydraulic model method of computing discharge. A Flood Insurance Study (“FIS”) and a Flood Insurance Rating Map (“FIRM”) are needed for CITY’s Floodplain Manager and FEMA to make accurate determinations of flood elevations.

## 3.0 Schedule

| Activity                                       | Description   | Date                                 |
|--|---|--------------------------------------|
| Issuance of RFQ&P                              | RFQ&P advertised in City’s official journal, on City’s website and in other publications begins | 11/19/2012                           |
| RFQ&P Inquiry Deadline                         | Respondents submit questions through email  | 12/10/2012<br>At 4:00 p.m.<br>C.S.T. |
| City’s Deadline to Respond to Inquiries        | City posts questions and responses on City’s website  | 12/17/2012                           |
| Statements of Qualifications and Proposals Due | Respondents submit Statements of Qualifications and Proposals                                   | 1/3/2013<br>at 2:00 p.m.<br>C.S.T.   |
| Evaluation of Proposals                        | Review of Proposals   | 1/10/2013                            |
| Interviews                                     | If necessary to make a selection  | 1/17/2013                            |
| Contract Award                                 | Contract executed, insurance provided by Contractor(s)  | 1/24/2013                            |
| Contract Period Begins                         | Contract begins   | 2/1/2013                             |

## 4.0 Questions and Communications

To ensure a fair and objective evaluation of all PROPOSALS, Respondents SHALL NOT initiate contact or communications with any elected or appointed official for CITY, CITY’s employees or the Selection Committee regarding this RFQ&P until after the award of contract(s) or until this RFQ&P has been cancelled.

Questions concerning any portion of this RFQ&P shall be submitted via email to [CentralRFP@gmail.com](mailto:CentralRFP@gmail.com) no later than 4:00 p.m. C.S.T. on December 10, 2012. All inquiries together with responses thereto will be posted by CITY on [www.centralgov.com](http://www.centralgov.com) on or before December 17, 2012.

## 5.0 Procurement Process Objectives

- CITY desires to obtain a FIS and a FIRM in conformance with all applicable FEMA Guidelines and Standards, Procedural Memoranda and guidelines for analysis and mapping.

- CITY specifically reserves the right to evaluate PROPOSALS and request additional information that supplements or explains PROPOSAL materials.
- CITY reserves the right to accept the PROPOSAL which is in the best interest of the CITY and to reject all PROPOSALS if that is in the best interest of the CITY.

## 6.0 Evaluation Criteria

PROPOSALS will be reviewed by the Selection Committee. PROPOSALS should contain information sufficient to enable the Selection Committee to properly evaluate the qualifications of the Respondent for achieving the project objectives. PROPOSALS will be evaluated based on the following criteria:

| Criteria                            | Total Points |
|-------------------------------------|--------------|
| Understanding of project objectives | 25           |
| Relevant and comparable experience  | 25           |
| Proposed approach / staffing        | 15           |
| Cost effectiveness of services      | 25           |
| Project completion time             | 10           |

## 7.0 Proposal Requirements

*Submissions must be bound and printed on 8.5" x 11" paper. Additionally, an electronic copy on a CD-ROM in PDF shall be submitted.*

- All PROPOSALS must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the Respondent. Failure to initial may be cause for rejection of the PROPOSAL as non-responsive.
- All PROPOSALS must be signed. Failure to do so shall cause the PROPOSALS to be rejected as non-responsive.
- Written addenda issued prior to opening which modifies the PROPOSALS shall become a part of the RFQ&P and shall be incorporated within the purchase order and/or 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.

The Statement of Qualifications shall be organized in the following manner:

### A. Cover Letter Executive Summary—Identification of Respondent

- Respondent's name, address and telephone number.
- Name of a single key contact person and contact information including telephone numbers, facsimile number and email address.

- Identify how long Respondent has been in business.
- Description of Respondent's structure, *i.e.*, single entity, consortium, joint venture, prime CONTRACTOR with subcontractors, etc. If Respondent is a consortium, joint venture or prime CONTRACTOR with subcontractors, describe prior business and working relationships with other entities.
- If Respondent is other than a single entity, describe how Respondent would respond to a situation where Respondent no longer had the participation of one or more entities or subcontractors.
- List any sub-consultants.
- Identify the offices where the work will be conducted.

#### **B. Statement of Qualifications and Experience**

- Describe Respondent's ability and capacity for successfully completing the Scope of Services.
- Describe Respondent's relevant experience with projects having a similar Scope of Services.
- For each project listed as relevant experience within the past five (5) years, provide a listing in table format of project references including project name, client contact and phone number, brief description of project, annual contract value, and number of employees.
- Identify any projects within the past five (5) years where Respondent or any subsidiary or related entity has been terminated prior to the end of the contract term. Please give an explanation of the reasons for termination.

#### **C. Key Personnel**

- Provide the resume of each key individual who will be responsible for administration of services and describe their roles and relevant experience.
- Describe each key individual's role and responsibilities.
- Discuss the projected availability of key staff and how Respondent will assure staff continuity and timely work performance.
- Describe procedure for replacing any key individual who may leave entity prior to completion of the project.

#### **D. Information Technology Resources and Equipment**

- List information technology resources including software and hardware which will be available for provision of services.

#### **E. Insurance**

- Respondent must submit proof of ability to secure all of the insurance coverage required in the Sample Contract attached as Exhibit C.

- Respondent agrees to furnish to CITY with evidence of insurance for the project within fifteen (15) calendar days after receiving notice of contract award.

#### **F. Proposals**

- PROPOSAL shall include a projected schedule for completion of Scope of Services.
- PROPOSAL shall address completion of all work indentified in Scope of Services.
- PROPOSAL shall state the lump sum cost for the completion of services and shall detail any additional cost or expense to be billed.
- CITY is exempt from all state and local sales taxes; however, Respondent should include in price any applicable taxes required to be paid for purchase of materials or supplies required to perform the services.
- Prices in PROPOSAL shall remain firm for duration of contract and no price increases will be allowed.

#### **G. Contract**

- Respondent shall agree to execute a contract substantially similar to the Sample Contract attached as Exhibit C and the Affidavit and Attestation attached as Exhibit D prior to the issuance of the Notice to Proceed by CITY.
- Contract period is anticipated to begin on or about February 1, 2013.

#### **8.0 Supplemental Requirements**

- The State of Louisiana Code of Governmental Ethics (“Ethics Code”) places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of CITY, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Ethics Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Ethics Code, Respondent should contact 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.
- In the event 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 (6) months suspension from bidding or submitting PROPOSALS to CITY for any work. In any event, Respondent is not eligible to submit a PROPOSAL for the project or any part of the project for which Respondent has been placed in default.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

All work shall be performed in accordance with FEMA requirements by individuals possessing any license or permit required to perform such services in Louisiana.

The area to be studied and mapped ("Study Area") is designated as Zone A and is located between areas designated as Zone AE at Beaver Bayou to the west and Flood Zone AE at the Amite River to the east as shown on FIRM Panel's 22033C0185F, 22033C0205E, 22033C0195F and 22033C0215E. The stream study reach is along Beaver Bayou from the confluence of the Comite River northward to Hubbs and is approximately 8.75 miles in length. The Study Area does not include the floodplain or floodway of the Amite River.

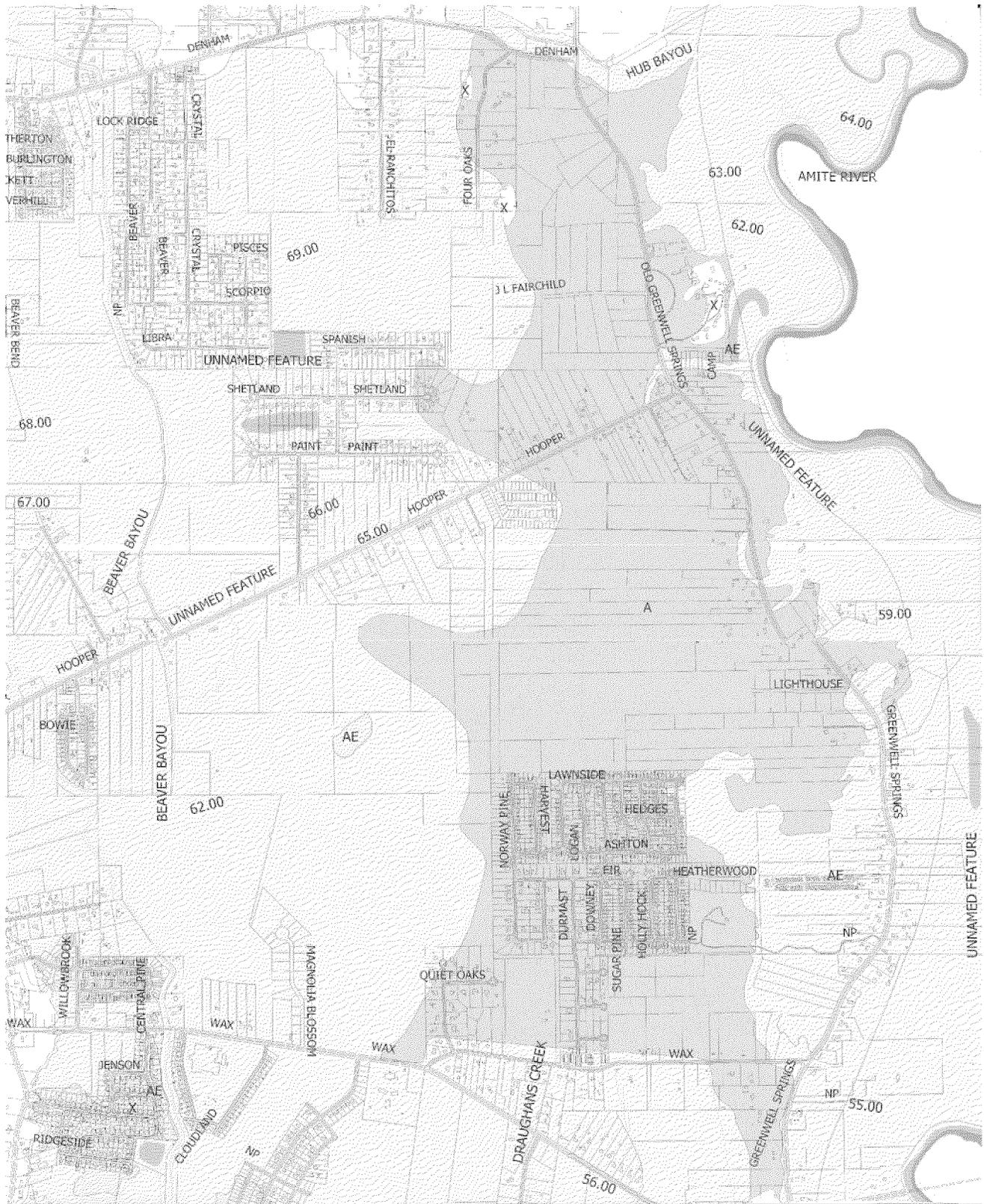
CONTRACTOR will be required to perform hydrologic and hydraulic analyses and floodplain mapping for Study Area including field surveys of the stream channel, bridges and culverts. CONTRACTOR shall use NGVD88 datum and meet FEMA specifications.

CONTRACTOR shall obtain overbank elevations from existing light detection and ranging data ("LiDAR"). The hydrological analysis will simulate the 10-, 50-, 100- and 500-year flood events.

Deliverables shall consist of a detailed Flood Insurance Study ("FIS") and a Preliminary Flood Insurance Rate Map ("FIRM") of the Study Area prepared in accordance with the current ("FEMA") procedures set forth in the Flood Insurance Study Guidelines and Specifications for Study Contractors.

# EXHIBIT B STUDY AREA MAP

STUDY AREA



## EXHIBIT C

### SAMPLE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract for Professional Engineering Services (“CONTRACT”) entered into by and between the City of Central, Louisiana (“CITY”) and \_\_\_\_\_ (“CONTRACTOR”), 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.** CONTRACTOR 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 and Proposals for Engineering Services (“RFQ&P) – Attachment A;
  - (b) CONTRACTOR’s Statement of Qualifications and Proposal – Attachment B; and
  - (c) Notice to Proceed dated \_\_\_\_\_ – Attachment C.

CONTRACTOR 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 CONTRACTOR is an “independent contractor” and nothing contained in this CONTRACT is intended, nor shall be construed, to create a partnership 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.
4. **Insurance.** During the Term, CONTRACTOR 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. CONTRACTOR shall be responsible for assuring that subcontractors meet the same insurance requirements.

- (a) Commercial General Liability on an occurrence basis 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:  
Motor vehicles owned, non-owned and hired \$2,000,000
- (c) Professional Liability \$1,000,000
- (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.

CONTRACTOR's coverage applies as primary and not excess or contributing to any other insurance carried by the CITY. The CITY must be named as an additional insured on all general liability policies described above. 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: David Barrow  
13421 Hooper Road, Suite 9  
Central, LA 70818-2900

- 5. **Notice.** All notices from the CONTRACTOR to the CITY, or from CITY to the CONTRACTOR 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:

| <b>CITY</b>   | <b>CONTRACTOR</b>           |
|---|-----------------------------|
| City of Central   | <i>Contractor Name</i>      |
| Attn: David Barrow  | <i>Contact Name</i>         |
| 13421 Hooper Road, Suite 9  | <i>Mailing Address</i>      |
| Central, LA 70818-2900  | <i>City, State Zip Code</i> |
| T: (225) 261-5255   | <i>Telephone</i>            |
| F: (225) 261-0811   | <i>Facsimile</i>            |
| E: <a href="mailto:David.Barrow@central-la.gov">David.Barrow@central-la.gov</a> | <i>Email Address</i>        |

The PARTIES may change the above addresses or fax numbers at any time upon giving the other PARTY written notice.

- 6. **Compensation.** CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall provide to CITY, any information that is reasonable and necessary to verify any Services rendered under the CONTRACT.

- 7. **Termination.**

- 7.1 **For Cause.** CITY may terminate the CONTRACT if: (1) CONTRACTOR fails to perform under the terms of this CONTRACT, (2) CITY provides

CONTRACTOR with a written notice of the default, and (3) CONTRACTOR fails to cure the default within a reasonable period of time. CONTRACTOR 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 CONTRACTOR.

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.

7.3 **Effects of Termination.** Upon issuance or receipt of any notice of termination, CONTRACTOR shall discontinue providing Services. To the extent that the termination of this CONTRACT is not due to CONTRACTOR's breach of its obligations under the CONTRACT, CITY shall reimburse CONTRACTOR 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 CONTRACTOR shall have no further obligations under this CONTRACT after the effective date of the termination.

8. **Indemnification/Liability.**

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from losses or damages arising out of personal injury or property damage claims resulting from CONTRACTOR's negligence, or acts or omissions, in performing the Services. CONTRACTOR shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of CITY.

8.2 In no event shall either PARTY be liable to the other for any special, indirect, exemplary, or consequential damages.

9. **Force Majeure.** CONTRACTOR shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of CONTRACTOR or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONTRACTOR's control, or for any of the foregoing if no alternate source of supply is available to CONTRACTOR. In case of any delay CONTRACTOR believes is excusable, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall continue to perform in accordance with the CONTRACT.

10. **Contingency.** Pursuant to this CONTRACT, CONTRACTOR shall provide Services in accordance with CONTRACT documents and any federal, state, and local laws, rules, and regulations. If CONTRACTOR fails to comply with CONTRACT documents or any

applicable federal, state, and local laws, rules, and regulations, CITY shall be entitled to recover any payments made to CONTRACTOR 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 written consent of the other PARTY. An assignment by operation of law to a successor in interest of CONTRACTOR, a change of control and ownership of CONTRACTOR, and assignment by CONTRACTOR to a parent, subsidiary, or affiliate of CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR. 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.

**City of Central, Louisiana**

***Contractor Name***

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

Shelton "Mac" Watts, Mayor

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

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

Title: \_\_\_\_\_

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

**EXHIBIT D**

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

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

**PROJECT: Engineering Services to Perform Hydrologic and Hydraulic Analyses and Floodplain Mapping for an Area of East Baton Rouge Parish Located in the City of Central Currently Designated as Zone A.**

**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 the performance of hydrologic and hydraulic analyses and floodplain mapping for the area located 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 the performance of hydrologic and hydraulic analyses and floodplain mapping for the area located 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public / Notary I.D. No. \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary

**EXHIBIT D**

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

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

**PROJECT: Engineering Services to Perform Hydrologic and Hydraulic Analyses and Floodplain Mapping for an Area of East Baton Rouge Parish Located in the City of Central Currently Designated as Zone A.**

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**