



PARISH OF ASCENSION

REQUEST FOR QUALIFICATIONS

P3 NEGOTIATION AND IMPLEMENTATION SERVICES

Parish Project Number:

ENG-16-076

January 26, 2016

TABLE OF CONTENTS

1. Table of Contents

1.1	Purpose.....	4
1.2	Scope of Services	4
1.3	Qualifications / Contract Requirements.....	5
1.4	Proposal / Compensation.....	5
2	ADMINISTRATION INFORMATION.....	5
2.1	Term of Contract.....	5
2.2	RFQ Inquiries	5
2.3	Definitions / Acronyms	6
2.4	Schedule of Events.....	6
3	RESPONSE INFORMATION.....	6
3.1	RFQ Addenda	6
3.2	Waiver of Administrative Informalities.....	6
3.3	Proposal Rejection/RFQ Cancellation	6
3.4	Withdrawal of Qualification Statement	6
3.5	Subcontracting Information	7
3.6	Ownership of Qualification Statement	7
3.7	Proprietary Information.....	7
3.8	Cost of Preparing Qualification Packages.....	7
3.9	Errors and Omissions in Qualification Statements.....	7
3.10	Contract Award and Execution	7
3.11	Code of Ethics	8
4.	RESPONSE INSTRUCTIONS.....	8
4.1	Response Submission.....	8
4.2	Certification Statement.....	8
5.	QUALIFICATION SUBMISSION FORMAT	8
5.1	Project Title and Number	9
5.2	Specialized Knowledge.....	9

6. EVALUATION AND SELECTION	9
6.1 Evaluation Team.....	9
6.2 Administrative and Mandatory Screening.....	9
6.3 Evaluation and Review.....	9
6.4 Announcement of Contractor.....	9
7. SUCCESSFUL CONTRACTOR REQUIREMENTS	9
7.1 Corporation Requirements.....	9
7.2 Monthly Invoices.....	9
7.3 Confidentiality.....	10

EXHIBITS

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

1 GENERAL INFORMATION

1.1 Purpose

The Parish is seeking the services of a Consultant with extensive experience with P3 project procurement and implementation for water/wastewater and other types of infrastructure. The Consultant must be licensed and qualified to serve as the technical advisor and owner's representative for the negotiation of a design, build, finance and operate the (DBFO) P3 agreement and implementation and operations oversight support for the wastewater facilities described in this solicitation, the consultant must also be qualified and licensed to serve as technical advisor throughout the project should the parish deem it necessary, for a portion or the entire implementation of the project.

1.2 Scope of Services

P3 Negotiation Support

- 1) The Consultant will assist the Parish with preparing for, conducting and documenting productive, focused meetings to advance negotiations
- 2) They will support the development of a term sheet
- 3) They will assist with drafting the agreement including the P3 agreement and technical provisions
- 4) They will provide technical design review support through the development of a preliminary design and review of any designs prepared by others during the negotiation process as requested by the Parish
- 5) They will investigate and analyze specific technical issues or questions during the negotiation process
- 6) They will evaluate Project design, construction, operations and maintenance costs and Project revenue estimates to support Project feasibility and negotiations
- 7) They will evaluate financial feasibility analysis and evaluate the financial strength of the respondent to the RFP dated September 3, 2015
- 8) They will provide commercial close support as needed to obtain approvals necessary for commercial close to occur
- 9) They may be retained to perform monitoring for compliance with the P3 agreement throughout the term as directed by the Parish including the determination of substantial completion and final acceptance of the Project
- 10) As deemed necessary by the parish they will perform other tasks as needed to support the Project and the negotiation and commercial close process.

1.3 Qualifications / Contract Requirements

The Consultant shall have extensive experience and be regularly engaged in the business of providing alternative project delivery procurement and implementation support including P3 project delivery for wastewater facilities similar to the Project and also have experience in the management of alternative delivery project procurement and implementation on behalf of owners. The selected Consultant shall provide services for the Parish to fully develop and implement the negotiation strategy, coordinate the negotiation process as requested by the Parish and assist with contract document preparation including review technical provisions, execution, implementation and oversight of the P3 agreement.

1.4 Proposal / Compensation

The Firm must provide a unit price schedule for all personnel, vehicle time/mileage, other equipment, and reimburseables as applicable.

PLEASE NOTE: This will NOT be considered a “bid”, and will only be used to assist in the selection process. The Parish is looking for the best value, not necessarily the lowest cost. Firms are not being asked to “bid”, nor will the successful firm’s Statement of Qualifications be considered a “bid”. The contract amount will be determined with the successful firm when negotiating the contract. Proposed time frame, previous experience, and other related factors will be considered during the review process.

2 ADMINISTRATION INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFQ is tentatively scheduled to begin following conclusion of Parish evaluation, selection & negotiation of a contract. Any contract in effect prior to the expiration date of the contract shall be fulfilled by the consultant.

2.2 RFQ Inquiries

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

Michael Terry
Ascension Parish Engineering Department
42077 Churchpoint Road
Gonzales, LA. 707037
Email Mterry@apgov.us

The Parish will consider written inquiries and requests for clarification of the content of this RFQ received from potential respondents. Written inquiries must be received by the date and time spelled out in the schedule of events. The Parish reserves the right to modify the RFQ should a change be identified that is in the best interest of the Parish.

Official responses to all questions submitted by potential respondents will be available by (date given in schedule of events). They will be posted at that time at <http://www.centralauctionhouse.com>. Only the RFQ Coordinator has the authority to officially

respond to respondent's questions on behalf of the Parish. Any communications from any other individuals will not be binding on the Parish.

2.3 Definitions / Acronyms

None are necessary

2.4 Schedule of Events

<u>EVENT</u>	<u>DATE & TIME (CST)</u>
Advertise RFQ and mail public announcements	Chief – 01/28, 02/04, 02/11 Advocate – 01/29, 02/04, 02/11 Weekly – 01/28, 02/04, 02/11
Deadline for receipt of written inquiries	Thursday 02/11/16 @ 5:00 pm
Issue responses to written inquiries	Wednesday 02/17/16 @ 5:00 pm
Deadline for receipt of Qualification Packages	Tuesday 02/23/16 @ 4:00 pm
Selection Committee (Tentative)	Tuesday, 03/08/16 @ 9:00 am
Council (Tentative)	Thursday, 03/17/16

Upon receipt of qualification packages, a Selection committee will be formed and hold a public meeting. The top ranked consultant will be forwarded to the Transportation Committee with a recommendation for approval. The Transportation Committee recommendations will be forwarded to the Parish Council for final approval. The Chief Engineer will negotiate a contract with the selected firm.

3 RESPONSE INFORMATION

3.1 RFQ Addenda

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

3.2 Waiver of Administrative Informalities

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

3.3 Proposal Rejection/RFQ Cancellation

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

3.4 Withdrawal of Qualification Statement

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

3.5 Subcontracting Information

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

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

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

3.6 Ownership of Qualification Statement

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

3.7 Proprietary Information

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

3.8 Cost of Preparing Qualification Packages

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

3.9 Errors and Omissions in Qualification Statements

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

3.10 Contract Award and Execution

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

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

with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

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

3.11 Code of Ethics

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

4. RESPONSE INSTRUCTIONS

4.1 Response Submission

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

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

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

4.2 Certification Statement

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

5. QUALIFICATION SUBMISSION FORMAT

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

5.1 Project Title and Number

The following project title shall be used for this submittal “**P3 NEGOTIATION AND IMPLEMENTATION SERVICES**”. Project Number assigned is: **ENG-16-076**

5.2 Specialized Knowledge

Preference will be given to firms with a demonstrated track record of successful completed specific items outlined in the scope. The amount of data detail, the time frame in which the work can be done, and the cost associated will also be considered and factored in while grading the specialized knowledge.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Evaluation and Review

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

6.4 Announcement of Contractor

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

7. SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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

7.2 Monthly Invoices

Certified itemized invoices to the Parish for the payment of these services shall be submitted monthly by the Consultant. Each invoice shall be processed through the finance department and contain all

justification necessary to verify the percent of the task being billed or the task deliverable as applicable to each invoice.

7.3 Confidentiality

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

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

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

Exhibit A

Ascension Parish Professional Selection Committee Score Card

Date Meeting _____

Firm Name: _____ Weight Max
Total
Points

SCORECARD FACTORS

Firm/Team Qualifications and Experience <ul style="list-style-type: none"> • Firm/Team shall be evaluated based on project specific experience and resources • Primary focus should be on Prime Consultants Experience; however, the other team members must be considered. 	0-25pts	_____
Key Personnel Qualifications and Experience <ul style="list-style-type: none"> • Specific Personnel Experience with Similar Projects must be considered • While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architects. 	0-25 pts	_____
Local Project Experience <ul style="list-style-type: none"> • Consideration must be given to Firms/Teams that can show experience with the User Agencies (Parish, State, Federal) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion. 	0-10 pts	_____
Proposal/Understanding <ul style="list-style-type: none"> • Firm/Teams RFQ should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. 	0-5 pts	_____
Compatibility (firm size versus project size) <ul style="list-style-type: none"> • Consideration for the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firms current workload. 	0-5pts	_____
Current Work Load <ul style="list-style-type: none"> • Number and size of projects currently under contract must be considered in relation to available Staff. • Qualified Firms that have not been awarded an Ascension Parish contract within the last 3 years should be given priority consideration. 	0-10 pts	_____
Firm Location (Where Work Is To Be Performed) <ul style="list-style-type: none"> • Qualified firms that maintain an office within 30 miles of Gonzales, and staffed with an adequate number of qualified employees to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms. 	0-5 pts	_____
Past Performance <ul style="list-style-type: none"> • Board members shall independently evaluate each firm, less the "User Agency Recommendation". After the user agency provides their recommendation, each board member shall consider this along with any past performance, and then apply any additional points to finalize their scoring. The User Agency should generally provide recommendations based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work. 	0-5 pts	_____
Special Conditions/Requirements Specified in RFQ <ul style="list-style-type: none"> • Special project considerations may be included in the RFQ. These special requirements and project considerations must be clearly spelled out in the RFQ. 	0-10 pts	_____
TOTAL		_____

Exhibit B: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the Parish or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have _____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency inserts number of days to correspond to same number referenced on page 5)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

Exact alignment to be determined after selection is made.

Draft Contract – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal .

**STATE OF LOUISIANA
PARISH OF ASCENSION**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 2011, by and between:

Ascension Parish Government (hereinafter OWNER or Parish), appearing herein through its President, Tommy Martinez, acting by virtue of a Resolution of the Parish Council of Ascension; dated January 17, 2008.

And

_____ (hereinafter CONSULTANT), whose mailing address is: _____, and whose tax identification number is _____; appearing herein through its _____.

OWNER and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

TERM

1. The effective date of this agreement shall begin on the date of the Parish President's signature on the document or the beginning date of the specified term of the contract, whichever occurs first.
2. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.
3. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) calendar year, beginning on the date of execution by the Parish President. The Parish will have an option to renew for (2) consecutive years after the one (1) year period ends.

SCOPE OF CONTRACT SERVICES

See Exhibit "A" attached hereto and made a part hereof.

SERVICES TO BE PERFORMED BY OWNER

Draft Contract – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal .

The OWNER shall supply all information it has in its files within the area of the project(s) that may be useful to CONSULTANT in carrying out this work, and will provide assistance in securing similar data from others to the extent possible.

COMPENSATION

See Exhibit “A” attached hereto and made a part hereof.

Payments to CONSULTANT will be made monthly based on an invoice for all work performed. Each invoice must be signed, dated, and sealed by a principal member of CONSULTANT and mailed to:

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

Upon receipt and approval of each invoice, OWNER shall pay the invoice within 30 days of approval.

If services are requested that are not listed as a part of Scope of Services, the fee will be negotiated prior to performance of the requested service.

TERMINATION OR SUSPENSION

This contract shall remain in full force and effect until all work has been completed and accepted by the OWNER and all payments required to be made to the CONSULTANT have been made. However, this contract may be terminated for any of the following conditions:

1. By mutual agreement and consent of the parties.
2. By the OWNER for the failure of the CONSULTANT to comply with the terms of the contract, or failure to provide quality work in a satisfactory and timely manner, but not in the event that said failures are beyond the control of CONSULTANT.
3. By either party upon failure of the other party to fulfill its obligations.
4. By satisfactory completion of all services and obligations described herein.
5. By OWNER without cause by giving fifteen (15) days prior written notice to CONSULTANT and paying any fees then due for completed work.

Upon completion or termination of the contract, CONSULTANT shall deliver to the OWNER all plans and records of the work compiled through the date of termination. The

Draft Contract – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal .

OWNER shall pay for all work satisfactorily accomplished through the date of termination, as shown on the progress schedule.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by fifteen (15) days notice given by the OWNER in writing to that effect, and the work shall be reinstated in full force and effect upon receipt from the OWNER of fifteen (15) days notice in writing to that effect.

EMPLOYMENT STATUS

CONSULTANT acknowledges that CONSULTANT is not an employee of the Parish. In performing the duties of this contract, CONSULTANT acknowledges that CONSULTANT is an independent CONSULTANT.

CONTROLLING LAW

This agreement is to be governed by the laws of Louisiana, and it is agreed that the venue for any and all litigation arising out of this contract shall be in the 23rd Judicial District Court, Parish of Ascension, Louisiana.

SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT shall not assign this contract without written agreement of the other party.

Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent CONSULTANT, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder, at his own expense and risk of liability.

INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify, save and hold OWNER harmless from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss, or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the CONSULTANT, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by OWNER as a result of any such claim, demands, and/or causes of action.

CONSULTANT is absolutely liable for any and all actions of or by any employees retained by CONSULTANT conjunction with the services to be performed pursuant to this contract.

CLAIM FOR LIENS

Draft Contract – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal .

CONSULTANT shall hold OWNER harmless from any and all claims for liens of labor, services, or material furnished to CONSULTANT in connection with the performance of its obligations under this contract.

INSURANCE

CONSULTANT agrees to procure and maintain at their expense, until the completion and final acceptance of the services covered in this agreement, insurance of the following kinds and amounts, with insurance companies authorized to do business in the State, covering all operations under this agreement performed by them:

- a. Workers or Workmen's Compensation and Employer's Liability Insurance covering all of the CONSULTANT'S employees engaged in services hereunder in amounts required by State Law and satisfactory to OWNER.
- b. Public Liability and, for each and every motor vehicle used in performance hereunder, Automotive Public Liability, in amounts not less than \$500,000 combined single limit coverage.

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

A Certificate of Insurance providing a thirty (30) day period for notice of cancellation or significant change will be required as proof of coverage. This certificate will be furnished to OWNER before work commences.

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only if CONSULTANT has workers' compensation coverage provided by with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first written.

OWNER:

ASCENSION PARISH GOVERNMENT

CONSULTANT:

****Draft Contract – Final contract subject to final negotiations and special conditions that may arise for this project, until such agreement approved by Parish Legal****_____ .

BY:

Name: Tommy Martinez
Title: Parish President
Date: _____

BY:

Name: _____
Title: _____
Date: _____

WITNESSES:

WITNESSES:

DRAFT

Exhibit D STANDARD FORM: APG-1001, Professional Engineering and Related Services

(10/2008)

1. Project title	2. Project number
3a. Firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform work	3b. Name, title, telephone number, and e-mail address of the official with signing authority for this contract
	3c. Name, Title, telephone number, e-mail address and registration number of full-time LA licensed engineer in responsible charge of the project (not required for non-engineering projects)
3d. I certify that the following information is accurate and complete to the best of my knowledge (must be same person as 3b):	
Signature: _____ Date: _____	
4. Full-time personnel on firm's payroll who are located at the primary work location identified in 3a above:	
a. Civil Engineers, with current Louisiana P.E. registration	_____
b. Environmental Engineers, with current Louisiana P.E. registration (not included in 4a)	_____
c. Land Surveyors, with current Louisiana P.L.S. registration	_____
d. Engineers In Training, with current Louisiana E.I. registration	_____
e. Designers/Draftsmen	_____
f. Survey Party Chiefs	_____
g. Real Estate Professionals (Agents and Certified Appraisers)	_____
h. Other personnel not included in above categories	_____
Total personnel at primary work location (sum of a – h)	_____
5. Full-time personnel on firm's payroll, not located at the primary work locations, to be used on this project:	
a. Civil Engineers	_____
b. Environmental Engineers (not included in 5a)	_____
c. Land Surveyors, with current Louisiana P.L.S. registration	_____
d. Engineers In Training, with current Louisiana E.I. registration	_____
e. Designers/Draftsmen	_____
f. Survey Party Chiefs	_____
g. Real Estate Professionals (Agents and Certified Appraisers)	_____
h. Other personnel not included in above categories	_____
Total personnel not located at the primary work location (sum of a – h)	_____

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

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

8. Do you intend to use a sub-consultant(s)? _____ yes _____ no

(For use by the Prime Consultant only)

All subconsultants/associates listed for this project must attach a signed Form APG-1001

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

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

12. All work by firm (all offices) currently being performed for or selected by Ascension Parish Government (as Prime or Sub-consultant)

a. Project name, and location*	b. Nature of your firm's responsibility (also identify if prime or sub-consultant)	c. Percent complete (by phase/type of work)	d. Contract fees (in thousands)** (by phase/type of work)	
			Total	Remaining
* For master contracts, list open task orders individually ** Do not include sub-consultant's fees			Total	

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