

# REQUEST FOR PROPOSAL

## Leak Detection and Fire Flow Testing Services

### Requisition #200035



**Proposal Opening Date (Due Date): October 1, 2020**

**Proposal Opening Time: 11:00 a.m.**

**Sewerage and Water Board of New Orleans**

**Special Projects**

#### NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

**Sewerage and Water Board of New Orleans**  
**Request for Proposals**

Notice is hereby given that sealed proposals will be received by the Sewerage and Water Board of New Orleans (SWBNO) Purchasing Department or “Board” until **October 1, 2020 11:00 a.m.** local time at 625 St. Joseph St., Room 133, New Orleans, Louisiana 70165 for:

**Leak Detection and Fire Flow Testing Services**

Proposal reading will follow via telephone conference:

[Join Microsoft Teams Meeting +1 504-224-8698](#) United States, New Orleans (Toll)

Conference ID: 593 923 451#

Only names of respondents will be read.

SWBNO will not accept proposals submitted by fax. All proposals **must be received** by the SWBNO on or before the Delivery Deadline. The SWBNO will not accept proposals delivered after the said deadline. The SWBNO will not credit delivery claims not clearly documented by original receipt.

Copies of the solicitation and related information are available from the SWB’s website at [https://www2.swbno.org/business\\_bidspecifications.asp](https://www2.swbno.org/business_bidspecifications.asp)

The right to reject any and all proposals is reserved by the SWBNO.

\*Note: SWBNO has elected to use LaPAC, the state’s online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing’s website at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, SWBNO will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

**Questions & Addenda:** Inquiries and/or requests for clarification are due to the SWBNO Procurement Department on **September 9, 2020 no later than 5:00 p.m.** Inquires may be either in writing, email to Purchasing Analyst, Erin Weaver, [eweaver@swbno.org](mailto:eweaver@swbno.org). Any request received after that time may not be reviewed. Questions must be submitted in writing and must include the Respondent’s name, address, and telephone number. In its discretion, SWBNO may respond to questions and inquiries by written addenda posted on SWBNO’s website prior to the Submission Deadline. Respondents shall not rely on any representation, statement or explanation other than those made in this RFP and any addenda. If there is a conflict between this RFP and any addenda, the last addendum issued will prevail.

Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, electronic proposal delivery may be utilized for this RFP.

If choosing to submit electronically, proposals must be received by electronic copy to the **RFP-Proposals@swbno.org** on or before **October 1, 2020, 11:00 am CST**. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

The proposal package must be emailed to: **RFP-Proposals@swbno.org** with the Subject Line: marked “**Request for Proposal for Leak Detection and Fire Flow Testing Services Requisition #200035**”. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of \_\_\_” included at the end of each original Subject Line (e.g. RFP# marked “**Request for Proposal for Leak Detection and Fire Flow Testing Services Requisition #200035**” Proposal Submission – [Proposer Name] – Part 1 of 3).

SWBNO assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

Respondents must complete all required attachments and submit along with electronic proposal submission.

# **1 OVERVIEW OF REQUEST**

The Sewerage and Water Board of New Orleans (“SWB”) requests Proposals from Firms qualified to provide water distribution network leak detection, transmission main leak detection, and fire flow testing of selected portions of the water network owned and operated by SWB.

## **2 PROJECT DESCRIPTION**

The SWB operates a water distribution network in New Orleans which is supplied by various small and large diameter transmission pipes. A survey of portions of this water network is desired, with the goal of locating water leaks through routine leak detection and providing technical assistance to maintenance operations. The survey will include approximately 100 miles of various diameter pipes, over a period of one year.

### **2.1 Description of Desired Services**

All surveys shall be conducted using leak detection equipment meeting the specifications described in [Section 3.2](#). Industry standard leak noise correlators will be required for locating all leaks: Listening surveys (acoustic microphone) alone are not sufficient. Note: No tools may be inserted into the pipeline to carry out the leak detection survey work.

- 2.1.1 Firm shall supply all staff and equipment required to perform the surveys.
- 2.1.2 Firm shall supply all vehicles and equipment required to transport personnel and complete the project.
- 2.1.3 Firm shall supply sufficient staff, vehicles, and equipment (crews) to perform services in at least 2 locations at one time.
- 2.1.4 Firm shall conduct leak detection surveys on the pipelines specified within each Task Order and report the findings to SWB. Field Reports of leak locations shall be provided on-site, and Summary Reports shall be submitted upon completion of each Task Order.
- 2.1.5 Firm shall provide the SWB with a GIS layer indicating the location of pipes tested, and the location of test sensor locations.
- 2.1.6 Firm shall provide ArcGIS Server/Enterprise driven data hub to support access to project data.
- 2.1.7 Firm shall supply all staff and equipment required to perform fire flow testing.
- 2.1.8 Firm shall invoice on a monthly basis, based on time (hours) spent mobilizing and providing services.
- 2.1.9 Firm shall provide project plans.
- 2.1.10 Firm shall provide traffic control services, if required.
- 2.1.11 Firm shall be on call during nights and weekends to provide emergency leak detection services. The time to mobilize to emergency sites shall not exceed 2 hours from notification.

### **3 MINIMUM REQUIREMENTS**

#### **3.1 Firm Leak Detection Requirements**

- 3.1.1 Firm's team must be overseen by a licensed professional engineer (Project Engineer). A resume indicating these qualifications should be provided in the Proposal.
- 3.1.2 The Firm shall submit resumes of at least 1 staff with over 5 years of experience in leak detection (Site Manager(s)) and an additional 2 staff with more than 2 years of experience in leak detection (Senior Technician(s)). Resumes should include the relevant project(s) the Technicians participated in and experience gained on the project(s).
- 3.1.3 All leak detection correlation shall be performed by a Senior Technician (more than 2 years of leak detection experience).
- 3.1.4 Firm shall provide evidence that they have over 6 field staff with formal training in standard first aid, traffic control, and confined space entry/awareness.
- 3.1.5 Firm shall provide details of 3 project references from the past 5 years. Contact information for each reference shall be provided including: contact name, position, phone number and email address.

#### **3.2 Leak Detection Equipment**

##### **3.2.1 Firm Leak Detection Equipment Requirements**

- 3.2.1.1 Firm shall provide evidence of owning or leasing at least 2 leak noise correlators complying with or exceeding the requirements in Section 3.2.2. Each correlator must include compatible hydrophone sensors and low-frequency external sensors for plastic distribution mains.
- 3.2.1.2 Firm shall provide evidence of owning or leasing at least 2 transmission main noise correlators complying with or exceeding the requirements in Section 3.2.3.
- 3.2.1.3 Firm shall be required to provide proof of equipment calibration prior to Notice to Proceed.

##### **3.2.2 Leak Detection Testing Equipment – For water pipes between 2 and 15 inches in diameter**

For leak detection of water pipes between 2 and 15 inches in diameter the Firm shall employ a leak noise correlator proven effective on metallic and non-metallic piping that demonstrates compliance with each clause below in their Proposal.

- 3.2.2.1 The correlator shall have the capability of detecting leaks with at least a separation of 1,500 feet between the sensors.
- 3.2.2.2 The correlator shall have the capability of detecting leaks on plastic pipes with sensor spacing of at least 500 feet.
- 3.2.2.3 The correlator shall have the capability to measure the acoustic wave velocity of the pipe using only 2 channels of data.
- 3.2.2.4 The correlator shall have the capability of displaying frequency spectrum of each channel, as well as the coherence function.

- 3.2.2.5 The correlator shall be capable of real time correlation to determine a leak location. Logger type correlators that cannot provide data in real time are not acceptable for the purpose of this project.
- 3.2.2.6 The correlator shall be capable of finding leaks as small as 1 Gallon Per Minute at sensor spacings of up to 500 ft, and leaks as small as 5 Gallons Per Minute at sensor spacing of between 500 and 1,500 feet.
- 3.2.2.7 Only leak noise correlator technology, or equivalent technologies operating from outside the pipe, shall be considered for distribution network leak detection. No in-line leak location technology shall be considered.

### **3.2.3 Leak Detection Testing Equipment – For water pipes between 16 and 72 inches in diameter**

For leak detection of water pipes between 16 and 72 inches in diameter the Firm shall employ a leak noise correlator proven effective on metallic and non-metallic piping that demonstrates compliance with each clause below in their Proposal.

- 3.2.3.1 The correlator shall have the capability of detecting leaks with at least a separation of 1,500 feet between the sensors.
- 3.2.3.2 The correlator shall have the capability to provide a measurement of the acoustic wave velocity of the transmission mains.
- 3.2.3.3 The correlator shall have the capability of displaying the coherence function of recorded signals.
- 3.2.3.4 The correlator shall be able to locate leaks within 6 feet of the confirmed leak location.
- 3.2.3.5 The correlator shall be capable of finding leaks as small as 1 Gallon Per Minute at sensor spacings of up to 500 ft, and leaks as small as 5 Gallons Per Minute at sensor spacings between 500ft and 1,500ft.
- 3.2.3.6 Only leak noise correlator technology shall be considered. No free-swimming inline leak location or tether leak detection technology shall be considered.

### **3.3 Fire Flow Testing Minimum Requirements**

- 3.3.1 Firm shall provide details of at least 1 project reference from the past 5 years, accounting for at least 20 hydrant flow tests. Contact information for each reference shall be provided including: contact name, position, phone number and email address.
- 3.3.2 The Firm shall submit the resumes of 2 staff with more than 2 years of fire flow testing experience. Resumes should include the relevant project(s) the Technicians participated in and time spent on the project(s).
- 3.3.3 All fire flow testing shall be performed under the supervision of a Senior Technician (more than 2 years of fire flow testing experience).

## **4 Reporting**

### **4.1 Leak Detection Reporting**

The Firm shall provide a monthly progress report identifying at a minimum:

- 4.1.1 The location & distance of water mains surveyed for leaks.
- 4.1.2 The location of acoustic sensor points used for the survey.
- 4.1.3 The method of leak detection performed.
- 4.1.4 The status of ongoing leak investigations.
- 4.1.5 The presence and location of leaks identified.

The Firm shall provide a final inspection report to the SWB which will include the following at a minimum:

- 4.1.6 A description of the project and maps showing the location of the network mains surveyed for leakage.
- 4.1.7 A description of the inspections performed including the technologies used, and visual or audio records of the inspection.
- 4.1.8 The location of main tested and sensor connection points;
- 4.1.9 The location of any leaks identified during the survey;
- 4.1.10 A GIS layer identifying the location of pipes surveyed for leaks, acoustic sensor connection points, and the location of leaks identified during the survey.
- 4.1.11 One electronic copy of the draft inspection Report shall be delivered to the SWB within four weeks of the completion of leak survey field inspections.
- 4.1.12 Within two weeks of receipt of any comments from the SWB, the Firm shall incorporate any comments and submit one hardcopy and one electronic copy of the Final Inspection Report to the SWB.

## **5 EVALUATION CRITERIA**

### **5.1 Evaluation of Proposals**

Prospective Firms must meet the minimum qualifications described in [Section 3](#) and submit all required attachments described in [Section 6](#). Failure to satisfy the minimum qualifications or submit required attachments will result in rejection of the proposal.

The Selection Committee will first evaluate and rank responsive RFP Responses on the following selection Technical criteria and weighting factors listed below and provide an assessment of that score. A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its RFP response, as judged by the Selection Committee in accordance with the below.

#### **5.1.1 Firm Leak Detection Experience/Past Performance (25%)**

The Firm's prior similar experience in leak detection, including experience of the Firm and the individuals proposed for the project team.

#### **5.1.2 Proposed Leak Detection Equipment (25%)**

The leak detection equipment indicated in the Firm's Proposal, both the capability of the equipment, and number of qualifying devices available.

#### **5.1.3 Fire Flow Testing Experience (10%)**

The Firm's prior similar experience in fire flow testing, including experience of the Firm and individuals proposed for the project team.

#### **5.1.4 Project Approach (25%)**

The clarity, completeness, and effectiveness of the proposed approach required to successfully complete the project, as described in [Section 2](#). The demonstrated ability of the Firm to mobilize required resources, maintain schedule on this project, and to interact with the SWB staff.

#### **5.1.5 DBE Participation (15%)**

The proposed approach required to meet the set DBE participation goal.

## 6 INSTRUCTIONS

Respondent shall submit the following to the Sewerage & Water Board of New Orleans Procurement Department located at *625 St. Joseph St., Room 133, New Orleans, Louisiana 70165*, or if submitting electronically send to [RFP-Proposals@swbno.org](mailto:RFP-Proposals@swbno.org) not later than **October 1, 2020 not later than 11:00 a.m.**

- a. If not submitting electronically, Six (6) signed hardcopies of the Proposal in a **sealed envelope**, marked ***Leak Detection and Fire Flow Testing Services Requisition 200035*** and one (1) digitally signed Proposal (maximum of three files) on a CD or Flash Drive, in Microsoft Word format or as a PDF file, marked "***Leak Detection and Fire Flow Testing Services Requisition 200035***"; (In person submission only)
- b. If not submitting electronically, Six (6) printed hard copies of the related Cost Proposal enclosed in a separate sealed envelope, marked "***Leak Detection and Fire Flow Testing Services Requisition 200035***";
- c. A signed cover letter including the company's name, address and primary contact for the Proposal. The primary contact information shall include submitter name, telephone, and email address.
- d. Proposers must complete all required attachments and submit along with both electronic and hardcopy Proposal submissions.

The Proposal should clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curriculum vitae for the principals performing the services.

S&WBNO will not accept any Proposals submitted by fax. All Proposals **must be received** by the S&WBNO on or before the Delivery Deadline. The S&WBNO will not accept any Proposals delivered after the said deadline. The S&WBNO will not credit any delivery claims not clearly documented by original receipt.

A DBE goal of 15 percent has been established for this RFP. The respondent shall agree to use its best efforts, as determined by the DBE Compliance Officer, to assure that all respondents comply with the factors set forth in the DBE Program to meet the goal for DBE participation in the performance of this solicitation. For more information on the DBE Program see "**Attachment F.**"

**By responding to this RFP, respondent agrees to the S&WBNO's required provisions as provided in Attachments "E" and therefore waives any future right to contest the required provisions.**

If the S&WBNO identifies a likely Firm, it may negotiate a final agreement with the Firm and fix the relationship by Professional Services Agreement. Provisions of the professional services agreement are shown in "**Attachment G.**"

### Cost Proposal

**Cost proposals (Attachment A) must be submitted in a separate envelope marked "Cost Proposal."**

### Shortlist

The S&WBNO, at its sole discretion, may recommend a selection of Respondents for a short list based on the overall ranking.

During the review of any Proposal, the Evaluation Committee may:

- Conduct reference checks relevant to the Proposal with any or all of the references cited in a Proposal to verify any and all information;
- Seek clarification of a Proposal from any or all Respondents and consider such supplementary information in the evaluation of Proposals; and
- Request interviews/presentations with any, some or all Respondents or team members to clarify any questions or considerations based on the information included in Proposals during the evaluation process and consider any supplementary information from interviews/presentations in the evaluation.

1. **Ownership:** All Proposals and/or documentation submitted herewith are S&WBNO property for all purposes. Respondents will clearly mark documents or information claimed exempt from public record disclosure and specifically justify the exemption. The S&WBNO will not credit any blanket exemption claims lacking specific justification. The S&WBNO does not guarantee the confidentiality of submissions
2. **Effect:** This RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The Sewerage and Water Board of New Orleans may cancel or modify this solicitation at any time at will, with or without notice. The contract executed by the Sewerage and Water Board of New Orleans and the selected Respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.
3. **Point of Contact:** All correspondence and other communications regarding this Procurement should be directed to the attention of Erin Weaver, Sewerage and Water of New Orleans, Procurement Department, 625 St. Joseph St., Room 133, New Orleans, Louisiana 70165. eweaver@swbno.org

Any request received after that time may not be reviewed for inclusion in this RFP. The request shall contain the requester's name, address, and telephone number.

The Procurement Department will issue a response to any inquiry, if it deems it is necessary, through written addendum to the RFP and posting on the S&WBNO's website prior to the RFP's delivery deadline. The Respondents shall not rely on any representation, statement or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

From the time of advertising and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with the S&WBNO's staff, Selection Committee members and/or Board Members. All communications must be through Procurement Department only.

Breaking the established prohibition on communication may result in a disqualification of the Proposal.

4. **Proposal Review:** The Sewerage and Water Board of New Orleans will make every effort to administer the Proposal process in accordance with the terms and dates discussed in the RFP. However, the Sewerage & Water Board of New Orleans reserves the right to modify the qualification process and dates as deemed necessary.

## Schedule Summary

<i>Item</i>	<i>Anticipated Schedule</i>
<i>First Day of Advertisement</i>	<i>August 26, 2020</i>
<i>Deadline to receive written inquiries</i>	<i>September 9 @ 5:00 p.m.</i>
<i>Deadline to answer written inquiries</i>	<i>September 16 by 5:00 p.m.</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>October 1 by 11:00 a.m.</i>
<i>Oral discussions with proposers</i>	<i>TBD</i>
<i>Notice of Intent to Award to be mailed</i>	<i>TBD</i>
<i>Contract Initiation</i>	<i>TBD</i>

The Sewerage and Water Board of New Orleans may request an online demonstration by specific vendor's solutions prior to the qualifications review completion date. Respondents should be prepared to provide such a demonstration in a timely fashion.

5. **Required Attachments:** Proposers are required to complete the following attachments and submit along with their hardcopy and electronic Proposal submission:

- Attachment "B" **ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET**
- Attachment "C" **CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

All other Attachments are supplied by the Sewerage & Water Board of New Orleans as information. **The following Attachments will only be requested from the successful Proposer prior to obtaining a contract:**

- Attachment "D" **CONVICTED FELON AFFIDAVIT**
- Attachment "E" **NON-SOLICITATION AFFIDAVIT**

**FAILURE TO COMPLETE THE REQUIRED ATTACHMENTS MAY RESULT IN THE DISQUALIFICATION OF A PROPOSAL.**

6. **Proposal and Submission Requirements:**

To achieve a uniform review process and obtain the maximum degree of comparability it is required that the Proposals be organized in the manner specified below. Proposal shall include all of the following:

1) **Title Page**

Show the RFP title (“Leak Detection and Fire Flow Testing Services”), the name of your Firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

## **2) Table of Contents**

Clearly identify the materials by section, page number and tabs.

## **3) Letter of Transmittal (Limited to One Page)**

Briefly state your Firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your Firm, their title, address, email address, telephone number(s) and facsimile number(s).

## **4) Proposal Contents**

The total length of the Proposal should not exceed **75 pages**.

- a) Description of the Respondent’s relevant leak detection experience/past performance, proposed team members, and references. The respondent should demonstrate meeting or exceeding all leak detection experience requirements described in Section 3.1.
- b) A description of the Respondent’s proposed leak detection equipment, as related to [Section 3.2](#). The respondent should demonstrate meeting or exceeding all requirements described in Section 3.2. This should also include any relevant equipment specifications.
- c) A description of the Respondent’s past fire flow testing experience and proposed members qualified to perform such services.
- d) The proposed approach required to successfully complete the project.
- e) The cost proposal (attachment A) in a separate envelope, as per the instructions.
- f) Proposed plan to meet S&WBNO 15% DBE participation goal noting the specific DBE companies, their scope of work, and specific percentage of work (Attachment B).
- g) Conflict of interest disclosure affidavit (Attachment C).

**Attachment A**  
**Sewerage and Water Board of New Orleans**  
**Cost Proposal**

**TO:** Purchasing Department  
Sewerage and Water Board of New Orleans  
625 St. Joseph St, New Orleans, LA 70165

The undersigned Respondent hereby declares and represents that she/he; a) has carefully examined and understands the Proposal Documents, b) has not received, relied on, or based his Cost Proposal on any verbal instructions contrary to the Proposal Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Proposal Documents

prepared by: \_\_\_\_\_ and dated: \_\_\_\_\_

Respondent must acknowledge all addenda. The Respondent acknowledges receipt of the following **Addenda**: (Enter the number the Designer has assigned to each of the addenda that the Proposer is acknowledging) \_\_\_\_\_

**UNIT PRICES:** This form shall be used for **any and all work required** by the Proposal Documents. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	Project Engineer (Professional Engineer)			
REF. NO.	ESTIMATED QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
01	500	HOUR		

DESCRIPTION:	Site Manager (> 5 Years of Experience in Leak Detection)			
REF. NO.	ESTIMATED QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
02	2000	HOUR		

DESCRIPTION:	Senior Technician (>2 Years of Experience in Leak Detection and Fire Flow Testing)			
REF. NO.	ESTIMATED QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
03	4000	HOUR		

DESCRIPTION:	Junior Technician			
REF. NO.	ESTIMATED QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
04	4000	HOUR		

**TOTAL PROPSAL PRICE** (sum of all unit price extensions): \_\_\_\_\_

**NAME OF RESPONDENT:** \_\_\_\_\_

**ADDRESS OF RESPONDENT:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF RESPONDENT**

\_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF RESPONDENT**

\_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF RESPONDENT \*:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

## Attachment B

### ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 15%

#### Leak Detection and Fire Flow Testing Services (Requisition #200035)

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Dollar Amount of work to be performed	Percentage of Dollar Amount to Total Bid Price

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS, ALONG WITH SIGNED CORRESPONDENCE FROM SLDBE(S) ON THEIR OWN LETTERHEAD REAFFIRMING NEGOTIATED TERMS, AT TIME OF BID. FAILURE TO DO SO WILL RENDER THE BID NON-RESPONSIVE.**

**BY SUBMITTAL OF THIS FORM, PRIME CONTRACTOR ACKNOWLEDGES THAT DBE(S) HAVE BEEN CONTACTED AND A FIRM PRICE HAS BEEN OBTAINED.**

**NOTE:** Signature required even if judged **NOT APPLICABLE** by the **BIDDER**

**Prime Representative Name:** \_\_\_\_\_ **Prime Signature:** \_\_\_\_\_  
Print Name Signature

**Prime Company's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Prime Address:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

For Goods & Services, and Professional Service Projects

Revised March 6, 2018

**ATTACHMENT "C"**  
**Sewerage and Water Board of New Orleans**  
**Request for Proposals**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS CONFLICT OF INTEREST**  
**DISCLOSURE AFFIDAVIT**

STATE OF LOUISIANA

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

Before me, the undersigned authority, came and appeared  
\_\_\_\_\_ who, being first duly sworn, deposed and said that:

He/She is the \_\_\_\_\_ and authorized  
representative of \_\_\_\_\_, hereafter called "Respondent".

The Respondent submits the attached RFP Response to the Board's RFP Response

\_\_\_\_\_  
The Respondent hereby confirms that a conflict(s) of interest exists /does not exist/may exist (circle one) in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

\_\_\_\_\_  
Respondent Representative (Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Address)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_ DAY OF \_\_\_\_\_ 2018.

\_\_\_\_\_  
NOTARY PUBLIC (Signature)

\_\_\_\_\_  
NOTARY PUBLIC (Print Name)

\_\_\_\_\_  
Notary ID#/Bar Roll#

**ATTACHMENT 'D'**  
**Sewerage and Water Board of New Orleans**  
**Request for Proposals**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS CONVICTED FELON**  
**AFFIDAVIT**

**(Pre-requisite to contract as per City Code of New Orleans Section 2-8 (c))**

STATE OF LOUISIANA

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

Before me, the undersigned authority, came and appeared \_\_\_\_\_,  
\_\_\_\_\_ who, being first duly sworn, deposed and said that:

1. He/She is the \_\_\_\_\_ and authorized representative of \_\_\_\_\_, hereafter called "Firm".
2. The Firm complies with Section 2-8 (c) of the City Code of New Orleans.
3. No Firm principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

\_\_\_\_\_  
Firm Representative (Signature) (Print or type name)

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me, in \_\_\_\_\_, Louisiana,  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification/ Bar Roll Number

**ATTACHMENT "E"**  
**Sewerage and Water Board of New Orleans**  
**Request for Proposals**  
**NON-SOLICITATION AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

1. He /She is the \_\_\_\_\_ and  
authorized representative  
of \_\_\_\_\_ hereafter  
called "Firm".

2. The Firm has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Firm has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

\_\_\_\_\_  
Firm Representative (Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me, in \_\_\_\_\_, Louisiana, this  
day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification/Bar Roll Number

**ATTACHMENT "F"**  
**Sewerage and Water Board of New Orleans**  
**Request for Proposals**  
**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

In accordance with the adoption of Resolution R231-97, the Sewerage and Water Board of New Orleans has established a race and gender-neutral Disadvantaged Business Enterprise (DBE) Plan. The prime Firm shall be required to make a demonstrated good faith effort to award (15%) percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract**. The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and may be waived or adjusted by the Sewerage and Water Board of New Orleans if the prime Firm, after having demonstrated a good faith effort, is unable to comply with the requirement.

**DEMONSTRATED GOOD FAITH EFFORTS**

Before receiving an award of the contract, the Firm must meet the DBE goals or prove that he/she has made a demonstrated good faith efforts. To determine whether a particular contract bidder has made demonstrated good faith efforts to reach the DBE participation goal, the Board and its staff will consider the following:

- a.** whether the Firm attended all pre-bid meetings that may have been scheduled by the Board to inform DBE Firms of subcontracting opportunities and/or requested the Board Directory of Certified DBE Firms;
- b.** whether the Firm advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractor reasonable time to respond;
- c.** whether the Firm provided written notice to a reasonable number of individually named DBE Firms and allowed sufficient time for the DBE Firms to participate effectively;
- d.** whether the Firm followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding;
- e.** whether the Firm selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation);
- f.** whether the Firm provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- g.** whether the Firm negotiated in "good faith" with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- h.** if the Firm did reject a DBE as unqualified, the Firm must state his or her reason for doing so in writing;

i. whether the Firm has used the services of available community organizations and small and/or disadvantaged business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE Firms;

j. whether the Firm has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:

(1) names, addresses, telephone numbers of DBEs that the Firm contacted,

(2) a description of information provided to those DBE Firms, and

(3) a statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs' price exceeded that of non-DBEs.

### **1. Policy:**

It is the policy of the Board that DBE Firms, as defined in the Board's Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board's publicly bid contracts. Consequently, the SCRC and the Board have set the DBE participation goal applicable to this Professional Service and/or Goods and Service contract.

### **2. DBE Obligation:**

The Board and its Firms agree to ensure that DBEs, as defined in the Board's Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, Firms shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBEs have the maximum allowable opportunity to compete for such contracts. The Board and its Firms shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Board's publicly bid contracts.

### **3. Utilization of DBE Vendor Listings:**

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for **Goods & Services/Professional Services**, in their selection of DBE entities to meet DBE participation goals. **Bidders are required to utilize DBE's as service providers or suppliers only in the areas for which they are certified. A description of the areas of work that DBE's can provide is contained in these vendor listings.** In addition, an alphabetical list of vendors/Firms is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. **Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the subcontractor to meet the DBE goal. The prime Firm shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.**

#### **4. Contacting DBE's and Obtaining a Firm Price**

**All prime Firms/vendors are required to contact DBE's and obtain a firm price before listing the DBE's on the Participation Summary Sheet. As confirmation of established contact, bidder will include with their Participation Summary Sheet submission a signed correspondence from the SLDBE subcontractor on their own letterhead that reaffirms negotiated terms such as scope of work and monetary compensation.**

#### **5. Failure to Comply with DBE Bid Specifications:**

**All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive, and sufficient cause for rejection.**

#### **6. Failure to Carry Out DBE Policy:**

All bidders, potential Firms, or subcontractor for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.

#### **7. Setting Minimum Participation Goals:**

The stated minimum percentage DBE participation goal recommended by SCRC and approved by the Board applies to the work of this contract. Bids which are not accompanied by a properly completed Schedule of DBE Participation Summary Sheet showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBEs shall be considered unresponsive, unless:

**a.** An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:

(1) No DBE Firms made offers. Here, it must be shown, documented and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE Firms and that they did not respond, or

(2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and

(3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE Firms.

b. Each of the assertions made by the bidder must be supported by documentary evidence.

**8. Other Clauses Unaffected:**

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the Firm, or the time required for completion of the contract.

**9. Determination of Efforts to Meet Goals:**

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted with the bid. Bidders shall submit all the forms required herein with their bids, and the DBE office will examine the contents thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation, or justification from any bidder.

**10. Contract Monitoring:**

a. The Board's DBE Office will monitor Firm during the operation of the contract to insure that the Firm meets all of its DBE obligations as specified in the contract bid. The Board's DBE office shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of Firm compliance.

b. Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of Firms' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Firms shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the Firms' activities in meeting the required Disadvantaged Business Enterprise participation goal. Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to Firm and subcontractor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of any and all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours, and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the Firm and subcontractor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the Firm or Disadvantaged Business Enterprise subcontractor participant. Firms' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

**11. Maintaining Records:**

Subsequent to the completion of a contract, Firms are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, Firms shall submit reports as requested to enable the DBE Office to monitor this compliance.

## **12. Umbrella Bonding:**

On contracts where subcontracting exists and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime Firm), the Firm may use an umbrella bond to encompass the DBE firm.

## **13. Board Action to Seek Compliance:**

The Firm consents to such appropriate actions taken to ensure that prime Firms and subcontractors comply with the DBE provisions, to include but not limited to:

- a. desk audits to review all material, and information concerning the Firm's compliance;
- b. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the Firm's compliance;
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime Firm to cooperate; failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

## **14. Non-Compliance Finding:**

The Board staff will make compliance determinations regarding its prime Firms. Documentation of noncompliance will include the specific areas in which the Firms failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

## **15. Firm's Duties**

### **a. Record Keeping**

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

### **b. Failure To Comply With EDBP Participation Requirements**

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

**Such violations shall include, but not limited to:**

Failing to meet the percentage participation requirements as set out in the contract documents.

Failing to use certified EDBP Firms/vendors in performing the scope of work as identified in the contract documents (EDBP participation summary sheet).

Failing to comply with the “monitoring of EDBP requirements” included herein as part of the contract, such as Firms:

Failure to submit quarterly report and any other necessary reports timely and adequately as required by the EDBP Office.

Failure to grant access to Firm/subcontractor records by EDBP Office personnel, and

Failure to allow on-site investigations and visits, etc.

Failing to report the removal or termination of a certified EDBP vendor/subcontractor.

Failing to secure authorization for replacement of certified EDBP subcontractor from the Director of the Economically Disadvantaged Business Program.

In Lieu of termination the Board, through the EDBP Office, may impose the following penalties: Withhold from the Firm in violation up to 10% of all future payments due to the Firm, until such time as the violations have been corrected.

Withhold from the Firm in violation, all future payments until such time as the violations have been corrected.

### **c. Subcontract Clause**

All bidders and potential Firms must assure the Board that they will include the above clauses in all agreements, which offer further subcontracting opportunities.

### **d. Contract Award**

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith efforts to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

### **e. Restrictions on DBE Subcontracting**

No **DBE** subcontractor or vendor selected to perform work as a **DBE** on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a Non-Board certified **DBE**, unless the work to be performed is necessary for the execution of the contract and there are no Board certified **DBE's** available to perform such work.

This process will require that each **DBE** participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's **EDBP** office. On a form provided by the **EDBP** office, the **DBE** Firm or vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the **DBE** subcontractor and vendor, and the entity to whom the work will be subcontracted.

Both prime and **DBE** subcontractor are advised that the failure to comply with these requirements may result in the loss of **DBE** certification and non-compliance by the prime Firm in meeting **DBE** contractual obligations.

**f. Changes In DBE Participation**

The prime Firm will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the prime Firm in meeting DBE contractual obligations.

**16. POLICY TO ENHANCE THE USE OF DBE VENDORS**

All vendors/Firms are encouraged to identify and use S&WB certified **DBE** vendors to the fullest extent possible in major as well as minor purchases of heavy equipment, hardware supplies, etc.

**The Sewerage and Water Board has a long-standing commitment to fairness and equal opportunity in hiring and contracting. As such, the workforce of Firms/vendors is encouraged to be representative of a diverse population. Achievement of the full benefits of diversity will only come when an attitude of inclusion is adopted.**

The Sewerage and Water Board believes that developing such a policy would be a positive step to increase the dollar value of contracts awarded to **DBE** vendors and subcontractor.

**17. ACCESS TO APPROVED VENDOR LISTS**

The current listings of Vendors approved by the Sewerage and Water Board are available for use by the bidders on the Sewerage and Water Board external Website, [WWW.SWBNO.ORG](http://WWW.SWBNO.ORG).

**Attachment G**

**PROFESSIONAL SERVICES AGREEMENT**

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**AND**

\_\_\_\_\_  
**FOR**

**LEAK DETECTION AND FIRE FLOW TESTING SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”), by and between the **SEWERAGE AND WATER BOARD OF NEW ORLEANS**, represented by \_\_\_\_\_, \_\_\_\_\_ (“Board”), and \_\_\_\_\_, represented by \_\_\_\_\_, \_\_\_\_\_ (“Consultant”).

**WHEREAS**, on \_\_\_\_\_, the Board issued a Request for Proposals for Leak Detection and Fire Flow Testing Services; and

**WHEREAS**, on \_\_\_\_\_, the Board received a proposal from Consultant; and

**WHEREAS**, at the \_\_\_\_\_ meeting of the Board, the Board selected the Consultant to provide leak detection and fire flow testing services for a sum not to exceed \$\_\_\_\_\_.

**NOW THEREFORE**, the Board and the Consultant agree as follows:

**I. THE CONSULTANT’S OBLIGATIONS.**

**A. Services.** The Consultant will, in accordance with the schedule approved by the Board:

1. Perform all other services and obligations as set forth in Consultant’s Technical Proposal dated \_\_\_\_\_, attached hereto as Exhibit A.

2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Consultant as set forth in this Agreement;

3. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the Board, at no additional compensation;

4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

5. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the Board within thirty (30) days after the approval of the associated plan change or amendment; and

6. Provide a project organizational chart depicting the production staff proposal for the work under this agreement. Board approval will be required for the initial version including any subconsultant services and any proposed revisions.

7. Consultant shall provide a corporate resolution attesting to the authority of the execution of this agreement on its behalf.

8. Cooperate with the Board and any person performing work for the Board.

The Board's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

**B. Standards.** The Consultant, and any person performing work on its behalf, will perform all work under this Agreement in accordance with industry standards for design and engineering as currently practiced by members of the same profession under the same or similar circumstances.

**C. Compliance with Laws.** The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

**D. Schedule.**

1. The Consultant will perform all work under this Agreement according to the terms of Section 5.3 of the proposal submitted and accepted by \_\_\_\_\_.

2.

3. The Board has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

4. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

**E. Invoices.**

1. The Consultant will submit monthly invoices for work performed under this Agreement to the Board no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the Board is not liable. All invoices must be signed by an authorized representative of the Consultant under penalty of perjury attesting to the validity and accuracy of the invoice.

2. All invoices will be in a form approved by the Board and shall be accompanied by labor and expense documentation. All direct expenses charged shall be itemized and in accordance with No. 3, below. The Board may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

3. The Consultant will submit to the Board one (1) original invoice and four (4) copies with any of back-up or verification documentation required by the Board. The invoices will be in a formal previously approved by the Board and must show at a minimum all services performed in the prior month, all time expended in the performance of those services, the rates for each service provided, the costs for which Consultant seeks reimbursement, and the amount that the Consultant claims is due for those services.

4. Any reimbursement for travel expenses will be capped at the CONUS rates set by the United States General Services Administration for the applicable locality in question (primarily

New Orleans unless travel is to another location for Board business and is pre-approved in writing by Sewerage and Water Board Management).

5. Any Personal vehicle mileage reimbursement shall be in accordance with the current IRS standard.

6. Air travel must be at the least expensive of published advance-fare coach fares based upon travel times which minimize the total cost to the Board of the air fares and any associated labor expense. Any last-minute airfare ticket purchases will be reimbursed at the applicable 14 day advance fare unless pre-approved by Sewerage and Water Board Management. Seating upgrades are not reimbursable.

7. 7. Applicable to this agreement are the terms of Section 5.3 of the proposal submitted and accepted by \_\_\_\_\_ on \_\_\_\_\_, as related to invoices.

**F. Records and Reporting.**

1. The Consultant will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Consultant will deliver to the Board all plans and records of work compiled through the date of termination.

2. The Consultant will provide reports as requested by the Board.

3. The Consultant is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Board.

**G. Audit and Inspection.**

1. The Consultant will submit to any Board audit, inspection, and review and, at the Board's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant's office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the Board.

2. The Consultant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

**H. Quality Assurance/Quality Control.**

1. All Consultant project deliverables and/or contract documents must undergo a quality assurance/quality control including constructability reviews (where construction documents are part of the project deliverables) before documents are submitted to the Board. These reviews yield more accurate deliverables, including but not limited to cost estimates and schedule projections, fewer Consultant contract amendments, higher quality bid documents, responsive and project

submittals, fewer change orders during construction, and fewer contractor claims. QA/QC-C review costs are part of the project budget.

2. The primary responsibility for this task falls on the Consultant to ensure that necessary coordination is occurring between the Board and the Consultant as well as the various project Subconsultants and Stakeholders. The consultant will conform to the terms of Section 5.5 of the proposal submitted by \_\_\_\_\_ on \_\_\_\_\_.

3. The Consultant must assign QA/QC-C review tasks to a qualified person(s) that are not engaged in day-to-day activities related to the project. If the firm does not have an independent person available, they should retain a QA/QC-C Subconsultant. Please note that the Board's review of the Consultant's QA/QC-C program in no way releases the Consultant of their professional liability regarding the project submittals and deliverables.

**Key Terms Include:**

**Quality Assurance**

A comprehensive program that verifies a process, software application, hardware system, project organization, facility, structure, system or component will perform satisfactorily and safely in service. A recognized benchmark is International Organization for Standardization (ISO) Standard 9001 "Quality Management Systems".

**Quality Control**

The process of identifying and applying appropriate technical and professional standards when producing project documents that meet or exceed the user's requirements.

**Constructability**

A review process using experienced persons with extensive construction knowledge early and throughout the design phase to ensure projects are buildable, while also being cost effective, biddable, and maintainable

**I. Insurance.**

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

Consultant shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A- V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Consultant. Consultant shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Consultant shall make applicable insurance policies available for review by the Board. Consultant shall retain its rights to restrict disclosure of Consultant's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Consultant during the entire term of the Contract:

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.
- d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each Claim/Aggregate and sufficient to protect the Consultant, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the

Consultant's negligent performance of work described herein.

In addition, Consultant shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Consultant and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Consultant's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Consultant and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire.

Consultant shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Consultant and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Consultant.

2. The Consultant will provide the Board with the following documents within ten (10) calendar days of this Agreement's effective date and at any other time at the Board's request:
  - a. Proof of coverage for each policy of insurance required by this Agreement;
  - b. Copies of all policies of insurance, including all policies, forms, and endorsements; and
3. Without notice from the Board, the Consultant will:
  - a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
  - b. Substitute insurance coverage acceptable to the Board within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
  - c. Notify the Board's Risk Manager in writing within forty-eight (48) hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

**J. Indemnity.**

1. To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless the Board, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Released Parties: for loss of life or injury or damage to persons or property arising from or relating to any negligent act or omission or the operation of the Consultant, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and

all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of work under this Agreement.

2. The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Consultant has an immediate and independent obligation to, at the Board's option: (a) defend the Board from or (b) reimburse the Board for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

**K. Safety.**

1. If this transaction requires the Consultant or subcontractor's employees to enter the Board's facilities or job sites, a senior employee of the Consultant and/or any subcontractor will review the Board's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract. In addition, the Consultant shall provide proof of its own safety plan and documentation of its application of Consultant's safety plan to this contract.

**II. REPRESENTATIONS AND WARRANTIES.**

**A.** The Consultant represents and warrants to the Board that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Consultant is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, its employees, or its subcontractors in the performance of this Agreement;

4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;

5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the Board and incorporated into this Agreement;

6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;

8. The Consultant has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

**B. Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

**C. Non-Solicitation Statement.** The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**D. Employee Verification.** The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the Board occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant will provide to the Board a sworn affidavit attesting to the above provisions if requested by the Board. The Board may terminate this Agreement for cause if the Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.

**E.** The Consultant acknowledges that the Board is relying on these representations and warranties and Consultant's expertise, skill, and knowledge and that the Consultant's obligations and liabilities will not be diminished by reason of any approval by the Board.

### **III. THE BOARD'S OBLIGATIONS.**

**A. Administration.** The Board will:

1. Administer this Agreement through the Networks Department;
2. Provide the Consultant documents deemed necessary for the Consultant's performance of any work required under this Agreement; and
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Consultant.

**B. Payment.** The Board will make payments to the Consultant at the rate of compensation established in this Agreement based upon the Consultant's certified invoices, except:

1. The Board's obligation to pay is contingent upon the Consultant's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;

2. The Board, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute; however, the Board will pay when due that portion of invoice not in dispute;

3. The Board may set off any amounts due to the Consultant against any amounts deemed by the Board to be owed to the Board by the Consultant pursuant this Agreement; and

4. All compensation owed to the Consultant under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the Board.

5. The Board is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the Board, and no work has taken place; arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or the Board is not expressly obligated to pay under this Agreement.

6. The Board, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

7. If this Agreement is terminated for any reason, the Board will pay the Consultant only for the work requested by the Board and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

#### **IV. COMPENSATION.**

##### **A. Rate of Compensation.**

1. The Consultant agrees to provide the necessary services in accordance with this agreement for the total fee not to exceed \$ \_\_\_\_\_ as stated on the Consultant's Cost Proposal dated \_\_\_\_\_, \_\_\_\_\_. Compensation under this agreement will be commensurate with the description item of the Consultants cost proposal submitted and accepted on \_\_\_\_\_, \_\_\_\_\_.

2. Compensation for each and any not-to-exceed Consultant Work Order will be paid as provided in any accepted Consultant Work Order and in accordance with the terms of this agreement.

3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the Board in accordance with the terms and conditions of this Agreement.

4. The stated compensation is inclusive, and includes no additional amounts for, the Consultant's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The Board will not consider or be obligated to pay or reimburse the Consultant any other charges or fees and the Consultant will not be entitled to any

additional compensation or reimbursement, except as otherwise specifically provided in any approved Consultant Work Orders made a part of this Agreement.

**B. Maximum Amount.** The maximum amount payable by the Board under this agreement is the aggregate total fee of each Consultant Work Order authorized by this agreement and any subsequent amendments.

## V. DURATION AND TERMINATION.

**A. Initial Term.** The initial term of this Agreement is one (1) year from the Effective Date.

**B. Extension.** The Board may extend the term this Agreement for no more than five (5) one (1) year periods pursuant to validly executed amendments, provided that: any extension of this Agreement is subject to and contingent upon the encumbrance of funds; the Board determines that the extension facilitates the continuity of services provided under this Agreement; and

**C. Termination for Convenience.** The Board may terminate this Agreement at any time during the term of the Agreement by giving the Consultant written notice of the termination at least thirty (30) calendar days before the intended date of termination.

**D. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Board will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

**E. Termination for Cause.** The Board may terminate this Agreement immediately for cause by sending written notice to the Consultant. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the Board's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

**F. Suspension.** The Board may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Consultant. The Consultant will resume work upon five (5) business day's written notice from the Board.

## VI. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.

**A. DBE Program Compliance.** The Consultant will hereby agree to meet the Sewerage and Water Board DBE goal of 15% for this contract to fully and completely carry out the applicable requirements of the Board's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. The Consultant's failure to carry out these requirements, as determined in good faith by the Board's DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the Board's Policy Memorandum for the DBE Program.

**B. DBE Compliance Reporting.** The Consultant will provide written reports to the Board's EDDBE Office on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

1. The name and business address of each DBE involved in the contract;
2. A description of the work performed and/or the product or service supplied by each DBE;
3. The date and amount of each expenditure made to a DBE; and
4. Such other information as may assist the DBE Compliance Officer in determining compliance with the DBE Program and the status of any DBE performing any portion of the contract.

**C. Access to Books and Records.** The Consultant will grant the Board's DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program in accordance with the inspection provisions of this Agreement.

**D. Disqualification from Future Contracts.** If the Board terminates this Agreement in connection with any misrepresentation of the Consultant's DBE status, the Consultant may be disqualified from contracting with or participating in any contracts with the Board.

## **VII. NON-DISCRIMINATION.**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the Board working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with

Disabilities Act of 1990.

**C. Incorporation into Subcontracts.** The Consultant will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D.** The Board may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **VIII. INDEPENDENT CONTRACTOR.**

**A. Independent Contractor Status.** The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Board.

**B. Exclusion of Worker's Compensation Coverage.** The Board will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the Board for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The Consultant, as an independent contractor, is being hired by the Board under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the Board for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the Board over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the Board's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The Consultant, as an independent contractor, will not receive from the Board any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the Board under this Agreement.

## **IX. NOTICE.**

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the Board:

Executive Director  
Sewerage and Water Board of New Orleans  
625 St Joseph Street  
New Orleans, LA 70165  
(504) 585-2365

**AND**

Special Counsel  
Sewerage and Water Board of New Orleans  
625 St Joseph Street  
New Orleans, LA 70165  
(504) 585-2365

2. To the Consultant:

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Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

**X. ADDITIONAL PROVISIONS.**

**A. Limitations of the Board's Obligations.** The Board has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**B. Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the Consultant Work Order Proposal; the Task Cost Report.

**C. Ownership Interest Disclosure.** The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the Board may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**D. Subcontractor Reporting.** The Consultant will provide a list of all natural or artificial persons who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the Board. For any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the Board, the Consultant must provide notice to the Board within 30 days of retaining that subcontractor. If the Consultant fails to submit the required lists and notices, the Board may, after 30 days' written notice to the Consultant, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

**E. Prohibition of Financial Interest in Agreement.** No appointed or elected official or employee of the Board shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any appointed or elected official or employee of the Board shall be deemed to be a financial interest of such

appointed or elected official or employee of the Board. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the Board and shall entitle the Board to recover, in addition to any other rights and remedies available to the Board, all monies paid by the Board to Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

**F. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**G. Conflicting Employment.** To ensure that the Consultant's efforts do not conflict with the Board's interests, and in recognition of the Consultant's obligations to the Board, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the Board in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The Board will make the final determination whether the Consultant may accept the other employment.

**H. Non-Exclusivity.** This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the Board's approval of any potential conflicts with the performance of this Agreement and the Board may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**I. Assignment.** This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the Board's prior written consent.

**J. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

**K. Jurisdiction.** The Consultant consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Consultant.

**L. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of law provisions.

**M. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the Board or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**N. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not

possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**O. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**P. No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**Q. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**R. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**S. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**IN WITNESS WHEREOF**, the Sewerage and Water Board of New Orleans and \_\_\_\_\_ through their duly authorized representatives, execute this Agreement.

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**BY:** \_\_\_\_\_

**FORM AND LEGALITY APPROVED:**

**Legal Department**

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

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_

**CORPORATE TAX I.D.**