

**East Baton Rouge Parish  
Design and Planning Selection Board**

**REQUEST FOR QUALIFICATIONS  
FOR  
ARCHITECTURAL SERVICES**

**NEW EAST BATON ROUGE  
SOUTH BRANCH LIBRARY**

**R. F. Q. NO. 20-DP-LB-001  
PROJECT NO. 19-ASD-CP-1137**

**PREPARED BY**

**CITY OF BATON ROUGE PARISH  
OF EAST BATON ROUGE  
DEPARTMENT OF TRANSPORTATION AND DRAINAGE**

**January 21, 2020**

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**PUBLIC NOTICE**  
**FOR**  
**ARCHITECTURAL SERVICES**

To be published one time  
Legal – January 24, 2020

The Advocate  
Baton Rouge, Louisiana

**PUBLIC NOTICE  
FOR  
ARCHITECTURAL SERVICES**

The City of Baton Rouge/Parish of East Baton Rouge is seeking Statements of Qualifications (SOQ) from qualified Architectural Firms interested in providing complete architectural services for the following project:

**NEW EAST BATON ROUGE BRANCH LIBRARY  
BATON ROUGE, LA**

**PROJECT NO. 19-ASD-CP-1137  
R. F. Q. NO. 20-DP-LB-001**

**TOTAL ESTIMATED CONSTRUCTION COST: \$6,960,000**

Statements of Qualifications shall only be submitted on City-Parish Standard Form CPDP (DATED: REV. 06/07/06). Interested firms shall register and download an electronic copy of the official Request for Qualifications (RFQ) package from the City-Parish Web Site [www.brprojects.com](http://www.brprojects.com). Only those firms that have obtained the official RFQ package for this project from the web site will be considered by the City-Parish Design Planning Selection Board. Additionally, the firm selected for this project will be required to execute the City-Parish's standard contract for Architectural Services. Any questions or problems related to the download of the RFQ package should be directed by email to Mr. Thomas A Stephens, P.E., Chief Design and Construction Engineer at [tstephens@brla.gov](mailto:tstephens@brla.gov)

The original and nine (9) copies of the Statement of Qualifications (Standard Form CPDP, dated 06/07/06) shall be delivered to Mr. Thomas A. Stephens, P.E., Chief Design and Construction Engineer, Department of Transportation and Drainage, 1100 Laurel Street, Baton Rouge, Louisiana 70802. Sub-consultants and associates may use Standard Form CPDP-Sub-consultant/Associate (dated Rev. 06/07/06). Statements of Qualifications for this project will be accepted until **4:00 P.M., Local Time, Friday, February 14, 2020**. Statements of Qualifications that have not been received by the aforementioned date and time will be rejected. Additionally, failure to submit all of the information on Standard Form CPDP (dated 06/07/06) shall be considered non-responsive and may result in the Qualification Statement being rejected.

The City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. All respondents are encouraged to utilize minority participation to the extent

possible through the use of small, disadvantaged, and women-owned businesses as suppliers or sub-consultants.

Members of the Design and Planning Selection Board request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any board member concerning this project during the selection process period which begins on the day of this notice and ends with the completion of the Selection Meeting.

Members of the Design and Planning Selection Board request that Consultants submit Form CPDP only. Unless otherwise stated or required by the instructions, all other attachments or embellishments will be removed from all submittals prior to presentation to the Board Members. It is also requested that Form CPDP not be bound in a booklet, but be stapled.

The Selection Board will hold an Information Meeting to distribute Statements of Qualifications, score sheets and information on the project to the Board Members on Wednesday, February 19, 2020, at 5:00 P.M., in room 133 of the Public Works and Planning Building, 1100 Laurel Street, Baton Rouge, Louisiana. The Selection Board will meet on **Thursday, February 27, 2020 at 5:00 P.M.** at the aforementioned location to select a consultant for the services advertised herein. Both of the aforementioned meetings are open to the Public and representatives from all interested firms. In accordance with the Americans with Disabilities Act, if you need special assistance, please call Melissa Glascock @ (225) 389-3186, describing the assistance that is necessary.

The City-Parish Design and Planning Selection Board reserves the right to reject all of the submittals in response to this Request for Qualifications.

**CITY OF BATON ROUGE AND PARISH OF  
EAST BATON ROUGE**

**SHARON WESTON BROOME  
MAYOR-PRESIDENT**

**EAST BATON ROUGE PARISH LIBRARY  
USER AGENCY**

## **SECTION B**

### **GENERAL SCOPE OF SERVICES**

**ARCHITECTURAL DESIGN SERVICES  
FOR  
NEW EAST BATON ROUGE  
SOUTH BRANCH LIBRARY  
GLASGOW STREET, BATON ROUGE, LA 70808**

**DESIGN PROJECT NO. 19-ASD-CP-1137**

|   |                    |
|---|--------------------|
| <b>ESTIMATED CONSTRUCTION COST</b>          | <b>\$5,955,000</b> |
| <b>ESTIMATED FF&amp;E COST</b>              | <b>\$480,000</b>   |
| <b>ESTIMATED DESIGN COST</b>                | <b>\$525,000</b>   |
| <b>TOTAL DESIGN &amp; CONSTRUCTION COST</b> | <b>\$6,960,000</b> |

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**GENERAL SCOPE OF SERVICES**

The City of Baton Rouge, Parish of East Baton Rouge (City), and the East Baton Rouge Parish Library System request proposals, from qualified Architectural Firms, who are interested in providing integrated design and engineering consulting services for a new South Branch library.

**Building Scope of Work for South Branch**

**Introduction**

It is the intent of the East Baton Rouge Parish Library to construct a branch library in the south portion of the parish, on Glasgow Avenue and Tupelo Avenue, near the Perkins Road intersection. The library property consists of approximately 1.80 acres on a vacant tract of land. This facility will be part of the Rouzan Traditional Neighborhood Development (TND), a complex that contains a variety of retail establishments, single family dwellings, multi-unit housing, a children's playground, a passive park, walking trails, and a clubhouse, pool, and fitness center for residents. Since it is sited within this development, the Library will be required to adhere to the Design Review Procedures which are included as a separate attachment. The branch library will be located in the commercial sector of the TND. The procedures do explain the items that will be reviewed but do not specifically limit the creativeness of the Design Team. There is a required Design Orientation Meeting prior to the commencement of Design and all of these parameters will be discussed. The agenda for this meeting is included in the Procedures attachment. The building should be designed with these procedures in mind, within the Library's proposed construction budget.

**Considerations**

**Patrons and Use**

The way patrons use the public library in 2019 will help to guide design principles for this library. More patrons bring portable electronic devices to the library and want places where they can connect to power sources and access the Internet using the devices. Patrons use online resources and download e-books as well as checking out physical copies. People come to the library to work and study with others. Teens enjoy programs that use gaming devices. Individuals who home school their children use the library as a resource center. People use the computers to apply for jobs, to complete and submit academic assignments online, to test online, and to learn new skills using Library databases. In addition, an increase in the number

of individuals with specific needs for physical accommodations, including a growing segment of the population facing the challenges of aging, is something the Library would like to address as we plan for this new building.

Here are a few examples of the ways our different types of patrons use our facilities:

*The Short-term User:* These comprise a large portion of the library's daily patronage. They are typically the general public who come to the library to return materials, to pick up reserved materials, to select other materials, or to obtain information. These patrons may also come to the library to fax items, or to use computers for a short period of time, to check e-mail, for example.

*The Long-term User:* These patrons come to the library for extended periods of time to browse the collection, read and use other materials in the library, to use Library computers to perform research, apply for jobs, or search for other information on the Internet. They may conduct extended research using the computers as well. Frequently, patrons may bring their own portable electronic devices, and may connect to the Library's public wireless network. Many of our patrons also use our small study rooms to work and study individually or to meet with other patrons, to work and study. The number of visitors to the library increases in the afternoon, when students are out of school. The Library also attracts teens and children; they use the library for study and as a place for social interaction.

*Group Participants:* These patrons come to the library as part of a group, or individually, in order to participate in programs, classes, or meetings. Examples include storytimes (lapsits for babies, and toddler and preschool storytimes), programs for children, teens, and adults, and meetings of civic organizations.

### **General Building Design Considerations**

This building should be designed to provide a warm and welcoming atmosphere for all members of the public. A building that provides natural light, accessibility, functionality and safety, within an attractive, inviting space is essential for the design to be successful.

The exterior should include a well-lit parking lot with a few more handicapped spaces than is mandated by code, attractive, but not overwhelming, landscaping, and ease of access to the building.

The interior of the building should take into consideration a design that allows for discrete areas within the building while allowing a natural transition from one service space to another.

Good wayfinding/signage (interior and exterior) as well as clear sight lines, will help the patron navigate the building and will allow staff to easily assist patrons. The design should create open views within the building, with internal lines of sight that offer better marketing of materials and services. The areas should include shelving and spaces that allow for areas of soft seating, using furniture that can be easily relocated. Shelving choices should also provide good line of sight; this may require that we include more areas with lower shelving. We would like the building to have a sense of openness and light that draws people to different areas rather than providing closed views. With regard to display areas the architect should make use of walls and systems that allow for displays but that create an attractive background when no displays are present. End panels are opportunities to create displays; the Library will also consider digital display options. Areas designed as program space should be flexible; innovative, shared programming space ideas will be considered, as well as practical ideas that enable staff to open the areas for patrons to use the space when programs are not scheduled.



The building should have a large meeting room with a capacity for 150 patrons, with a small refreshment staging area. This room should allow multiple configurations for different types of programs, presentations, classes, and public assembly. Storage for equipment, chairs, and tables should be located next to this room. The room should include partition walls to allow the space to be subdivided into two smaller areas. As much as is practical, this room should be designed to include sound absorbing/suppressing capabilities, since we generally use a resilient flooring for this area.

Collaborative study rooms should contain accessories that facilitate the patrons' needs. Furnishings such as powered tables, wall mounted monitors, and marker boards are standard in our study rooms.

We prefer a public restroom design that does not require entrance doors (airport style), while still maintaining clear separation of male and female areas, and with sufficient visual blocking from the entrance. We also require a single person restroom for patrons in the general area, and a family restroom in the children's area.

### **Collection**

One of the primary services our Library system provides is access to a variety of books, magazines, newspapers, DVDs, CDs, audiobooks, and other multi-media resources. We anticipate the need to plan for approximately 60,000 items divided among adult, teen, and children's service areas. The different formats will require several types of shelving. We desire to minimize the use of tall shelving, and would prefer for the majority of our shelving to remain at 66" high or lower. As much as is practical, shelving should be on casters and should be designed to allow for ease of rearrangement.

### **Discrete Areas**

While the library should have common areas for all patrons, we also require space that allows us to provide programs, collections, and services that appeal to different age groups.

### **Children's**

There should be a thoughtful and innovative design of Children's Area, providing ample space for a vibrant collection, including a small parenting resource center, areas for story times and programs, and interactive features that engage children ages 6 months to 11 years. We should have discrete areas that address the needs of different age groups, while allowing for a cohesive space that encourages learning and play. The Children's room also needs to hold at least two early learning computers as well as public access computers for children, and one or more computers available for adults to use while they are in close proximity to their children. One or more study rooms should be included in this area.

### **Teens and Twenty-somethings**

It is also important that this library have a dedicated Teen area with a defined entrance. The teen space should be located in an area that is not next to the children's service area, and, in addition to the collection, should have program space, at least one study room, an area for public computers, and a soft seating area where teens can gather, relax and socialize. This area also serves patrons in their early twenties (designated as Twenty-somethings); to that end, staff in this area provide age appropriate programming and services to garner their interest and to encourage their participation at the library.

## **Adult Space**

The adult area should have space for the collection, public computers, lounge seating areas, spaces for study or work, and small collaborative meeting rooms. Laptop bars and similar areas convenient for patrons working with their personal devices are desirable features. The collaborative rooms can be various sizes, and should accommodate small groups of people (from 3 to 10 people per room). While small study rooms and conference rooms require less space, they need amenities that will allow patrons to work or study. Finally the adult area should include a quiet reading room, with comfortable seating.

## **Staff/Service Areas**

In an effort to maximize public space, we are moving to a consolidated staff workroom, though the branch manager should have an office and there should be a staff conference room that can be used for meetings and consultations. The workroom should have adequate storage for supplies and equipment. Access should be limited to staff and authorized personnel. Each area should also have built in storage and service desks that allow patrons to obtain the help they need, and that allow staff an efficient and functional area in which to work.

## **Technology**

Because connectivity is so important to our patrons and staff, it is essential that any design include:

- A power and data grid that provides numerous outlets for patrons to use with their personal devices, provides enough connectivity for patron and staff computers, and allows for future expansion. Furniture and equipment selections should be made with the power infrastructure in mind, so patrons can maximize the use of both.
- A network infrastructure that allows the Library to use the latest technology, and to take advantage of faster bandwidth capability, including the use of Cat 6A, fiber optic networking cable, or other, more current technology. The infrastructure must accommodate the physical requirements of data and power cables, and should be flexible enough that computers can be easily relocated, or that additional computers can be easily added. Wireless technology will also be used in this building.
- Infrastructure that will provide flexibility for future technology – data, power, projection capability, and support for interactive technology
- Data rooms with adequate ventilation and cooling, with the capacity to handle the heat load generated by servers.
- Spaces for Self-Check and RFID technology for the ease of the patron, and space to accommodate an automated materials handling system.
- Patron computers throughout the building, and include some adult computers in the children's area so parents or guardians can have a spot to work and to be near their children. We anticipate needing at least 45 public access computers shared throughout the library, including a computer equipped with assistive technology in each service area; these special computers usually require additional space for those who are mobility impaired.
- A digital lab will be a consideration, but this is an aspect of the building's development that will require assistance from the architect during the early stages of the programmatic/concept planning. Questions regarding effective use of space and the ability to make the service functionality sufficiently flexible will be major considerations as we discuss the design of this area.

## **Special Considerations**

The design should incorporate security technology such as card access and a surveillance system. The card access system must tie into the City's existing system. The surveillance system should be the same brand as the one currently used by the Library. The inclusion of the entire system in the construction package, or the installation of the infrastructure (cabling, and possibly, cameras) with an owner-provided system, will require further discussion, and should take place early in the design process.

## **Primary Services: Evaluation, Programming, Design, and Construction Administration**

The architect will provide all services commensurate with a complete project, and will administer the construction project from start to completion. As part of this process the architect and his team can expect to provide a minimum of two presentations, with accompanying documentation, during the design phases. The team will also be required to participate in public forums or charrettes as part of the regular contract.

The City-Parish is the owner of the property; the Library is the user agency. As such, the City-Parish Department of Buildings and Grounds – Architectural Services Division defines the actual scope of work and administers and oversees the entire project. Therefore, the architect will work with both the Library and Architectural Services during this process.

## **Qualifications**

The successful candidate must have worked on at least three library building/remodeling projects in the last ten years, one of which should have been 15,000 square feet or larger.

The selected firm will work closely with the Library and the Department of Public Works in providing site planning, programming and any required design services for the proposed facility.

The mission of the East Baton Rouge Parish Library is to serve all residents of the parish as an educational, informational, recreational and cultural center through a wide variety of resources, services and programs. The public library provides an array of services to a varied constituency. Library services and service methods can be expected to change with some frequency now and in the future. An open, flexible structure that can respond to changing needs is very important. Public libraries also present a number of very specific programmatic requirements. The building design must respond to these needs to allow effective, efficient operation of the library. The building's design should engender a sense of permanence and pride. A warm atmosphere should invite the public to enter and feel at ease using the services and resources provided. Even though aesthetics are very important, the actual function of the facility must be the overriding consideration. Programmatic needs and operational costs must be a constant concern. Durability and ease of maintenance justify a higher initial investment to reduce ongoing operational costs. Programming needs and operational costs must be a constant concern.

The Library's trustees, staff and partners are working to evolve the way we achieve our public mission by responding to changes in community life and civic needs, as well as changes in technology, the distribution of information, and the ways that people learn. We believe that these changes present an incredible opportunity for us to imagine and build a model for the library of the twenty-first century for the residents of Baton Rouge.

The Library's aspiration is to design and build a public library branch that serves the needs and interests of the community with a broad range of learning services, library collections, social activities, and access to a world of information. To achieve this, the new library branch should

provide a welcoming experience that invites visitors to participate in programs that encourage discovery, learning, conversation, participation, and fun for people of all ages and abilities.

The new library branch will not only be a catalyst for ideas and collaboration; it will also be a model of sustainable living with environmentally focused design and construction requirements, flexible and adaptable programming platforms, spaces that can adapt for changing needs, and a responsible plan for operational stability and growth. While LEED certification for this project is not a requirement, the Architect shall endeavor to demonstrate sustainable design practice with regard to improving performance in the areas of energy savings, water efficiency, CO2 emissions reduction, improvement of indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

The following services, from programming through construction will be sought to support the Library's completion:

1. Library programming of the entire facility based upon an innovative vision for the "Library of the 21st Century".
2. Concept design of the overall visitor experience, including Library programs and visitor activities.
3. Communication design, including strategic communications support, and the design of technologies and systems that support the Library's mission and visitor experience.
4. Site design, as mentioned earlier, should be considered as it relates to the unique opportunities offered in the surrounding Rouzan Development.
5. Architectural and interior design to support and enhance the visitor experience.
6. Environmental design, including way-finding and environmental graphics systems, lighting and acoustical design.
7. Engineering design, including civil, structural and building systems. All MEP systems must be designed to be robust and durable. Excellent lighting systems are required, with conveniently placed and easily operated control systems. Building infrastructure should be designed with energy conservation and sustainability factors taken into account. Design must facilitate low cost maintenance. All sensitive systems need protection from issues such as power surges, and whenever feasible have backup capabilities.
8. Sustainability design to ensure an achievable minimized carbon footprint with attention given towards the goal of attaining higher levels of energy efficiency.

The services required in the estimated design fees noted in this Request include:

1. Programming
2. Materials and construction staging study & recommendations. Improvements under construction or having just completed construction will affect this site and its ability to accommodate the construction process. It is imperative these new developments are properly protected. The Team shall therefore explore and solve the staging of construction, traffic flow and any other ancillary processes imposed during demolition and construction events.
3. Design and parking
4. Landscape
5. Creation of a Technology Package. It is anticipated that this package will be fully

programmed by the winning team and at that time, properly integrated into a cohesive building and site design.

6. Furniture, Fixtures & Equipment
7. And any other fees associated with preparing a complete and qualified bid package(s) for construction. **This includes, but is not limited to, any requirements for the BR Department of Development and Fire Marshal permitting process, as well as any other required review by the City or State.**
8. Any and all requirements of the attached Exhibit "D" – Design Review Procedure for the Rouzan Development shall be included in the base fee.
9. The successful team will be expected to attend public meetings to present concepts of the design to the Public and the Library Board when requested.

The estimated construction costs noted in this Request represent:

1. Building construction
2. An advanced technology package
3. Land improvements and irrigation
4. Furniture, Fixtures & Equipment

Interested teams are encouraged to describe in their proposal the range of services that they believe may be relevant to achieve the goals of the project. The Library is particularly interested in reviewing proposals from teams that have demonstrated capabilities in designing public spaces and experiences from the perspective of end-users. A team of collaborators who are skilled at creating innovative experiences for civic audiences that unfold across a broad range of communication platforms, physical spaces and technologies that inspire learning and collaboration is of great importance.

Attached is Exhibit "D" – Design Review Procedure for the Rouzan Development.

## **SECTION C**

# **EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS AND SELECTION PROCESS**

# EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS

## A. GENERAL

The procurement of architectural services for this project is governed by the City of Baton Rouge and Parish of East Baton Rouge Metropolitan Council Ordinance 8932 and associated revisions, which establish the Design and Planning Selection Board for professional service contracts. The following general criteria in combination with the Design & Planning Score Card (attached), will be used in evaluating the Qualifications Statements (Standard Form CPDP, dated (01/01/99), and for evaluating three short listed firms when oral presentations or interviews are included in the process.

1. Capability to perform all or most of the services required for the project.
2. Recent experience with similar or other projects comparable to the proposed project.
3. Reputation for personal and professional integrity and competence.
4. Professional background and caliber of key personnel.
5. Current workload.
6. Capability to meet schedules and deadlines.
7. Capability to complete projects without having major construction cost escalations or overruns.
8. Qualifications and experience of outside consultants regularly engaged by the Architect under consideration.
9. Quality of projects previously undertaken.
10. Familiarity and understanding of the physical limitations or constraints associated with the project's geographic location.
11. Capability of a branch office to perform independently of the home office or, when necessary, its capability to obtain necessary support from the home office.
12. Demonstration of an understanding of the project's program requirements and special concerns.

## B. SPECIAL CONDITIONS/REQUIREMENTS

1. Experience in library design will be considered. It is desired that the successful candidate worked on at least one library building/remodeling project in the last seven years, one of which should have been 10,000 square feet or larger.

**C. SELECTION PROCESS:**

The contract for this project will be awarded through a qualifications based selection process. The process shall consist of evaluation of Qualification Statements (Standard Form CPDP, dated rev. 06/07/06), and may include oral presentations and interviews of three short listed firm/teams. All qualification statements (Standard Form CPDP, dated 01/01/99) will be reviewed by the City-Parish's Design and Planning Selection Board. The Board shall meet and select a short list of three firms/teams. When stipulated in the Public Notice the Board may hold a sub-subsequent meeting with each of the three short listed firms to hear Oral Presentations and then rank the top three firms. After contract negotiations, the selected firm/team will be presented to the City-Parish Metropolitan Council for authorization to enter into a contract for this project.

The selection process shall be as follows:

1. Each board member and the user agency representative shall independently evaluate each statement of qualification (Form CPDP) submitted or this project in accordance with the general criteria as shown in Section A.
2. Based upon each member's evaluation of the RFQ submittals, each member shall rate each firm utilizing the Design and Planning Selection Board Score Card. Each member shall score factors 1 -7 prior to the selection meeting, but shall not finalize their scoring until the User Agency recommendation has been made. Upon completion of the User Agency recommendation, each board member shall finalize their score card to establish their top five (5) firms from the list of firms under consideration.
3. On the first ballot, each Selection Board member shall then vote for their top five (5) firms in accordance with the following weighted voting schedule:
  - a) Five points for the first rated firm
  - b) Four points for the second rated firm
  - c) Three points for the third rated firm
  - d) Two points for the fourth rated firm
  - e) One point for the fifth rated firm
4. The score of all firms shall then be totaled.
  - a. When an RFQ provides for Oral Presentations, the top three (3) highest ranking firms shall be short listed to make Oral Presentations to the Board at a subsequent meeting. On the date specified, the Board shall convene to hear Oral Presentations by the three short listed firms. Each presentation shall be no longer than 30 minutes followed by a 15 minute question and answer period for the Board Members. Upon completion of the Presentations each Board Member shall re-evaluate their scoring and the Board Members shall vote for one (1) firm from the short list. For a firm to be selected it must receive a simple majority of the votes being cast by the Selection Board members voting.
  - b. When the RFQ does not provide for Oral Presentations the Board Members shall proceed with balloting to establish a ranking of the three firms. Members shall vote for one (1) firm from the short list. For a firm to be selected it must receive a simple majority of the votes being cast by the Selection Board members voting.
5. If a firm does not receive a simple majority on the first ballot an additional ballot shall be taken with the top two (2) highest ranking firms. In the event of a tie, the Selection Board shall first have a runoff vote for the tying firms. This vote shall be a single vote by each Board member until one of the tying firms receives a majority. If there is a tie, the tie shall be resolved using the tie breaker process below.
6. Once the top two highest ranking firms have been obtained, a third ballot (or fourth ballot shall be taken) until one firm receives a simple majority of the votes being cast. If no firm receives a simple majority of the votes being cast after two (2) rounds of balloting, the following tie breaking procedure shall be followed:

**1st Tie Breaker:** The first tie breaker shall be the total number of points a firm received on the first round ballot. If both firms received the same number of total points the second tie breaker shall be utilized.



**2nd Tie Breaker:** The second tie breaker shall be the total number of first place votes each firm received on the first round ballot. If both firms received the same number of first place votes, the following tie breaker shall be utilized.

**3rd Tie Breaker:**

**A. Department of Trans and Drainage Projects:** When a project falls under the jurisdiction of the Department of Transportation and Drainage (DTD), the Director shall select one of the two firms.

**B. User Agency Other Than DTD:** When a project falls under the jurisdiction of a user agency other than DTD, the user Agency representative shall select one of the two firms.

7. The Selection Board reserves the right to discuss the firms being considered prior to any voting or balloting.

8. The top rated firm will be contacted by the Architectural Services Division to schedule a pre-contract meeting to discuss the project, scope, and fee provisions to prepare a proposed agreement. The agreement will be presented to the Metro-Council for their approval and authorization to execute. The proposal will be prepared with reference to the attached Sample Agreement and fees shall be negotiated with reference to the current practices of the Louisiana Division of Administration office of Facility Planning and Control guidelines. If negotiations with the top rated firm are not successful, the top rated firm shall be notified in writing that a contract cannot be reached and the Architectural Services Division will proceed to negotiate with the second rated firm. If an acceptable contract cannot be reached with the second firm, they too, will be notified of such in writing and the Architectural Services Division will proceed to negotiate with the third firm. If an acceptable contract cannot be reached with any of the top firms, the project will be re-evaluated and re-advertised. In all cases, once contract negotiations have been terminated with a firm and begun with another, they will not be reopened with the former firm or firms. The negotiated fee and contract agreement is subject to Metropolitan Council final review and authorization of the Mayor-President to execute the contract for professional services.

# Design and Planning Selection Board Score Card

| SCORECARD FACTORS  | Weight/Pts | Max<br>Total Pts |
|--|------------|------------------|
| <p><b>Firm/Team Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Firm/Team shall be evaluated based on project specific experience and resources.</li> <li>• Primary focus should be on Prime Consultant’s Experience, however the other team members should be considered.</li> </ul>   | 0-25 pts.  | 25               |
| <p><b>Key Personnel Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Specific Personnel Experience with Similar Projects shall be considered.</li> <li>• Firm Principals may have varying degrees of involvement in the design, so emphasis will be placed on designated Project Managers and Project Engineers/Architects...</li> </ul>   | 0-25 pts   | 50               |
| <p><b>Local Project Experience</b></p> <ul style="list-style-type: none"> <li>• Consideration shall be given to Firms/Teams that can show an understanding of the Constraints associated with the project’s geographic location, local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.</li> </ul>  | 0-10 pts   | 60               |
| <p><b>Proposal/Understanding</b></p> <ul style="list-style-type: none"> <li>• Firm/Teams RFQ should show an understanding of project scope. The work experience of the firm and personnel should reflect project scope and special conditions/requirements.</li> </ul>   | 0-5 pts    | 65               |
| <p><b>Compatibility (firm size related to project magnitude)</b></p> <ul style="list-style-type: none"> <li>• Consideration to the size of the firm and available key personnel shall be considered relative to the size of the project. This should be evaluated concurrently with the firm’s current workload.</li> </ul>  | 0-10pts    | 75               |
| <p><b>Current Work Load and Project Awards</b></p> <ul style="list-style-type: none"> <li>• Number and size of projects currently under contract shall be considered in relation to available Staff. Qualified Firms that have not been awarded a City-Parish contract within the last 3 years may be given priority consideration.</li> </ul>   | 0-5pts     | 80               |
| <p><b>Firm/Team Office Location Where Work Is To Be Performed</b></p> <p>The location of the office where key staff and personnel are located in relation to the project shall be considered. Scoring shall be based on a 1 point reduction for every 50 miles distance from the site.</p>   | 0-5 pts    | 85               |
| <p><b>Past Performance and User Agency Recommendations</b></p> <ul style="list-style-type: none"> <li>• Board members shall independently evaluate each firm based on such items as past performance on similar projects, special capabilities to accomplish work, ability to meet deadlines and budgets. During the informational and selection meetings, the User Agency may provide supplemental information and answer board member questions on the project.</li> </ul> | 0-5 pts    | 90               |
| <p><b>Special Conditions/Requirements Specified in RFQ</b></p> <ul style="list-style-type: none"> <li>• Special project considerations may be included in the RFQ. This section shall be scored only when special requirements and considerations are clearly spelled out in Section C.</li> </ul>   | 0-10 pts   | 100              |
| <p><b>Oral Presentation</b></p> <ul style="list-style-type: none"> <li>• When specified in the Public Notice, Oral Presentations may be included to provide Board Members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms RFQ submittal. After the Oral Presentation, each Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.</li> </ul>     |            |                  |

## **SECTION D**

# **STATEMENT OF QUALIFICATIONS STANDARD FORM CPDP AND INSTRUCTIONS**

**STANDARD FORM CPDP  
(DATED Rev. 06/07/06)**

The original and copies of the Statement of Qualifications (Standard Form CPDP) shall be mailed or delivered to Mr. Thomas A. Stephens, P.E., Chief Design and Construction Engineer, Public Works and Planning Building, 1100 Laurel Street, Post Office Box 1471, Baton Rouge, Louisiana 70821. Statements of Qualifications for this project will be accepted until **the stipulated due date and time as provided in the Public Notice or as revised through addenda.**

Statement of Qualifications that have not been received by the deadline date and time will be rejected. Additionally, failure to submit all of the information on Standard Form CPDP shall be considered non-responsive and may result in the Qualification Statement to be rejected.

NOTE:

- (1) The Architect shall list each key sub-consultant(s) that will be members of the team for this project. A Standard Form CPDP does not need to be submitted for these sub-consultants. However, all sub-consultants listed shall be currently registered or licensed by the appropriate State Board and shall be in good standing with that Board.
- (2) Architectural firms are limited to one proposal, either alone or as a key sub-architect. If a firm submits more than one (1) application for this project, all Qualification Statements that the firm is associated with will be rejected.

This rule is not intended to limit specialty firms from entering into nonexclusive agreements as a sub-consultant with more than one proposer.

For this RFQ, Land Surveying, Geotechnical Engineering, Civil, Structural, Mechanical, and Electrical Engineering Firms are considered as Specialty Firms.

- (3) The members of the Design and Planning Selection Board request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any board member concerning this project during the selection process period.

**A. PURPOSE:**

The procurement of professional architectural, landscape architectural, interior design and related professional services for the City of Baton Rouge and Parish of East Baton Rouge is governed by Metropolitan Council Ordinance 8932.

The purpose of this form (Standard Form CPDP) is to provide members of the Design and Planning Selection Board with specific information regarding the qualifications of interested firms submitting for a particular project.

**B. DEFINITIONS:**

**"Architectural, Landscape Architectural, Interior Design and related services"**, are those professional services associated with research, development, design, construction, alteration or repair of real property as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operation and maintenance manuals, and other related services.

**"Principals"**, are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

**"Discipline"**, as used in this form, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

**"Consultant"**, as used in this form, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**"Prime"**, refers to that firm which may be coordinating the concerted and complementary knowledge of several firms, individuals or related services to produce a completed study or finished product. The "prime" would normally be regarded as having full contractual responsibility for quality of performance by itself as well as by professional sub-consultants under its jurisdiction.

**"Branch Office"**, is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the headquarters or main office.

**"Key Persons, Specialists, and Sub-consultants"**, as used in this form, refer to individuals or firms who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

**C. INSTRUCTIONS FOR COMPLETING FORM CPDP** (Note: Numbers below correspond to number contained in CPDP form (dated: 01/01/99).

- 1a. Indicate in this block the complete name of the submitting firm. Also indicate if the firm is the "prime firm" or "sub-consultant".
- 1b. Indicate in this block the mailing address of the specific office that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block that the address shown is for the "main office" or "branch office".
- 1c. Indicate in this block the actual street address of the specific office that will be performing the work on the project.
2. Indicate in this block the complete project name and R.F.Q. project number, and any other project numbers provided in the public notice.
- 3a. Indicate in this block the name, title, state license or registration number, telephone number, fax number, and email address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- 3b. This block shall be signed and dated by the individual indicated in Block 3a. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.
- 4a. If applicable, indicate the firm's Louisiana State Board of Architectural, Landscape Architectural, Interior Designer License or Registration number and the date granted. For individuals or non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. For all architectural, landscape architectural or interior design firms that are incorporated a copy of the firm's Certificate of Registration shall be attached to the form. Failure to attach the required Registration Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.
- 4b. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line.
5. Indicate in this block by discipline and number all employees presently employed at the work location (Item 1b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.

The term "Architect", "Landscape Architect" or "Interior Designer" shall mean a Registered or Licensed Professional Architect, Landscape Architect or Interior Designer that is currently registered with the appropriate Louisiana State Board for Architectural Examiners or Landscape Architectural Examiners or Interior Designer Examiners. Include all clerical personnel as "Administrative". If applicable, write in any other additional disciplines not indicated e.g. planners, biologists, etc. In all cases indicate the total number of people in each blank space and show grand total. For national firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item 1b for this project, the firm shall submit separate CPDP Forms showing those offices as sub-consultants for this project.

6. The "Prime" Consultant shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item 1b). **The prime must perform more than fifty percent (50%) of the work.** Additionally, all sub-consultants shall also indicate on their form the name of the "Prime" and the percentage amount of the work that will be performed by the Prime. The prime and sub-consultants percentage of the work shall total 100% (see Item 5).
7. The "Prime" consultant shall list in this block the name(s) of the various sub-consultant(s) or associates that will be performing other work task(s). The prime shall also indicate the specific technical or professional responsibilities the sub-consultant(s) will be performing, and the percentage of the total work that will be performed by the sub-consultant. Additionally, the prime and sub-consultants shall indicate in the appropriate block the prime's previous working relationships with the sub-consultant or associate listed.

If the Prime and listed sub-consultants are selected for the project, and the Prime chooses to use another sub-consultant in lieu of the sub-consultant listed, the Prime must submit in writing to the Director of Public Works (or the User Agency if applicable) the reason for the requested change. The Director of Public Works (or the User Agency) may then concur or deny the requested change. Copies of all letters, etc. concerning any requested sub-consultants or associates changes shall also be copied or transmitted to all members of the City-Parish Design and Planning Selection Board.

8. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any sub-consultants or associates, if applicable. The individual who is the contact person (Item 3a) shall also be indicated in the organizational chart and their relationship to the project team.
9. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 5) on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item 1b) or clearly identify alternate office location, and who will have major project responsibilities. Each resume must

include: (a) name of each key person and specialist and his or her title; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; (d) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired; and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with City-Parish procedures, similar type of work performed in the past, management abilities, etc.

Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)

10. In this block the respondent shall list the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed at the firm's official address (Item 1b). Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
11. The respondent may list up to seven (7) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.
12. The respondent must list in this block, all City-Parish projects which have been awarded the firm, as a prime consultant during the past three (3) years. (The time period being from the date of contract award to the published meeting date of the City-Parish Design and Planning Selection Board for this project). Required information must include: (a) name and type of project, including City-Parish Agency name, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.



13. In this block the respondent should indicate through narrative discussion the reasons why the firm or design team submitting this form believes it is especially qualified to undertake this project. Information provided should include, but not be limited to, such data as: specialized personnel or equipment available for this work; any awards or recognition received by a firm or individuals for similar work; required security clearances to perform the work; special approaches or concepts developed by the firm relevant to this project, etc.

Additionally, the narrative should also include specific reference to the various items specified in the Request for Qualifications Evaluation Criteria (Section "C"). A maximum of three (3) additional sheets (four (4) sheets total) may be utilized to answer this question. Unless otherwise specifically requested in the Request For Qualification all other attachments e.g. company brochures, cover pages, etc. shall be excluded. It is also requested that Form CPDP not be bound in a booklet, but be stapled in the upper right-hand or left-hand corner.

**SECTION E**  
**SAMPLE CONTRACT**

## Agreement for Architectural Services Between City-Parish and Architect

### AGREEMENT

This Agreement entered between the City of Baton Rouge and Parish of East Baton Rouge, (hereinafter referred to as “City-Parish”) as authorized by Resolution No. \_\_\_\_\_, on behalf of the Department of Buildings and Grounds, and Vendor hereinafter referred to as “Architect”, for the following Project:

NAME OF PROJECT

LOCATION OF PROJECT

CITY-PARISH PROJECT NO. 17-ASD-CR-0000

The City-Parish and the Architect agree as set forth below.

### TERMS AND CONDITIONS OF CONTRACT BETWEEN CITY-PARISH AND ARCHITECT

Architect agrees to proceed, upon written notice of the Director of Buildings and Grounds or herein referred to as its successor, **Department**, with all services necessary for the performance, in proper sequence and in the time specified, of the items of work for the Project as hereinafter set forth in **Exhibit A**. Services by Architect will be subject to review and administration by the representative of the City-Parish, the Department’s Division of Architectural Services, unless designated otherwise by the City-Parish or the Department. All the services required hereunder will be performed by Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

#### ARTICLE 1

##### SCOPE OF SERVICES

**1.1** The services to be rendered by Architect under this contract shall be divided into various phases covering programming, design studies and schematic designs; preliminary design development plans for the project; preparation of final construction contract plans and specifications; construction administration and project close out. Services to be rendered will include providing integrated architectural, engineering, [special services] and consulting services and FF&E services as necessary for the [brief scope of services description here].

**1.2** Phases of work are described in **Article 5** and in detail in the attached **Exhibit A, Article 1**.

#### ARTICLE 2

##### GENERAL REQUIREMENTS

**2.1** The Architect will work closely with the Department, [user agency] and other applicable stakeholders in providing site planning, programming and any required design services for the proposed facility as itemized in **Exhibit A**. With the exception of the data specifically listed to be furnished by the City-Parish, Architect shall, for the agreed fees, obtain all data and furnish all services and materials required to fully develop and complete the programming and preliminary planning of the project through the completion of the construction phase as described herein, including close-out aspects of the project necessary to deliver a fully operating code compliant facility. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by Architect at meetings and public hearings, are to be furnished at the expense of the Architect.

### ARTICLE 3

#### SERVICES TO BE PERFORMED BY CITY-PARISH

**3.1** The City-Parish will furnish, upon request in writing of Architect, without charge, the services and data applicable to the Project as included in **Exhibit A**.

### ARTICLE 4

#### CONSTRUCTION BUDGET

**4.1** The Budget is the amount of funds available for construction of the Project as fixed by the City-Parish. The Architect's initial fee is based on those funds available for the awarding of the construction contract(s).

**4.2** The Architect shall be responsible for designing the project so that the base bid does not exceed the Budget. The use of any alternate bids must be approved by the City-Parish. The City-Parish will take into consideration abnormal escalation in construction costs that can be substantiated.

**4.3** At the completion of each phase, as defined in **Exhibit A**, the Architect shall determine whether the estimates for construction are in compliance with the project Budget and funds available for construction. The funds available for construction shall include a reasonable contingency for change orders. At this point, or at any other phase or submission of Statement of Probable Construction Cost by the Architect to the City-Parish, if such cost is in excess of funds available for construction, the City-Parish shall have the option to:

- 1) Instruct the User Agency to collaborate with the Architect and revise the work so that it will be within the budgeted funds available for construction; such revisions performed by the Architect without the City-Parish paying additional compensation to the Architect,
- 2) Provide additional funds to increase the Budget and amend the Scope of Work, or
- 3) Terminate or suspend the Project in compliance with Article 9 of this Contract.

**4.4** When the lowest bona fide Base Bid exceeds the Budget, the City-Parish shall have the option to (1) meet with the Architect and if within reason, propose value engineering credits in order to meet the Budget under the original Bid, (2) have the Architect, without additional compensation, modify the Construction Documents as required in order to rebid the project to be within the Budget amount, (3) provide additional funds to award the Construction Contract, or (4) terminate the Project in accordance with Article 9 of this Contract.

**4.4.1** The lowest bona fide Base Bid is defined as the lowest Base Bid submitted by a properly licensed Contractor, and not withdrawn in accordance with R.S. 38:2214 which complies in every respect with the bidding requirements of the Contract Documents.

**4.4.2** When the lowest bona fide bid is below the amount available for construction and the designer has reduced the original program scope to reduce costs, and the lowest bona fide bid is within the available funds for construction, the City-Parish shall have the option to have the Architect, without additional compensation, modify the Construction Documents as required to restore requirements of the program that were eliminated to reduce cost.

**ARTICLE 5  
PAYMENTS TO THE ARCHITECT**

**5.1 PAYMENT OF BASIC SERVICES:** Summarization of all fees shall be as stated as referenced in the below parts. The City-Parish shall pay and Architect agrees to accept the following as full compensation for the Architectural services to be performed under this contract a lump sum of \$0.00 to be subdivided into design phases and reimbursable allowances defined in 5.1.3.

**5.1.1** It is specifically understood between the parties identified herein compensation is a lump sum and is not a percentage of construction costs.

**5.1.2** Due to scheduling and future funding sources, this work may be further broken down into multiple bid packages. The Department will be responsible for composing any and all bid packages utilizing the Contract Documents delivered by the Architect.

**5.1.2** Any additional compensation to the Architect by way of a negotiated supplement to the Contract shall be a lump sum cost.

**5.1.3** The Project shall be subdivided into parts and phases as follows:

**Part 1 – Design Phases**

|     |   |            |
|-----|---|------------|
| I   | Program Analysis & Schematic Design Phase | \$0        |
| II  | Design Development Phase                  | \$0        |
| III | Construction Documents Phase              | \$0        |
| IV  | Bidding and Contracts Phase               | \$0        |
| V   | Construction Administration Phase         | \$0        |
| VI  | Construction Close Out Phase              | \$0        |
|     | <b>Total All Phases</b>                   | <u>\$0</u> |

**Part 2 – Reimbursable Allowances** *[sometimes Part 2 is a special AV and FF&E package]*

|   |                             |            |
|---|-----------------------------|------------|
| I | Special Multiple Renderings | \$0        |
|   | <b>Total All Allowances</b> | <u>\$0</u> |

**Grand Total All Fees** \$0

**5.1.4** Monthly invoices for services completed to date may be submitted by Architect, and subject to the approval of the Department, will be paid within 30 days after approval.

**5.1.5** Invoices shall be submitted showing the percentage of work completed on each phase. The Architect shall submit along with the invoice, in digital (pdf) format, the updated schedule and progress report indicating items or phases of work accomplished.

**5.2 SCHEDULE OF HOURLY RATES:** The Architect shall submit with this Contract, a current Schedule of Hourly Rates regarding all disciplines applicable to this Project, attached as **Exhibit B**.

**ARTICLE 6  
CONTRACT TIME**

The services to be performed under each phase of this contract shall be commenced promptly by Architect upon receipt of specific notice from the Director of Buildings and Grounds or his authorized representative to proceed with each component and phase as follows:

|                       |   |                        |
|-----------------------|---|------------------------|
| I                     | Program Analysis & Schematic Design Phase             | 0 calendar days        |
| II                    | Design Development Phase                              | 0 calendar days        |
| III                   | Construction Documents Phase                          | 0 calendar days        |
| IV                    | Bidding and Contracts Phase                           | 0 calendar days        |
| V                     | Permitting & Construction Administration <sup>1</sup> | 0 calendar days        |
| VI                    | Construction Close Out Phase <sup>1</sup>             | 0 calendar days        |
| <b>Total All Days</b> |   | <b>0 calendar days</b> |

1. Calendar days noted in Phase V and Phase VI are an estimate. Completion of the Project shall continue during the entire construction phase of the project until Council Resolution of Final Acceptance by the City-Parish and Close Out Phase of this Contract.
2. Each time frame outlined above may include a 14 day review period for the User Agency or Department's Architectural Services Division to review the documents and submit comments for the Architect to incorporate into the phase.

**ARTICLE 7  
OWNERSHIP OF DOCUMENTS**

**7.1** Ownership of documents shall be subject to all conditions of RS 38:2317.

**7.1.1** Any and all plans, designs, specifications, or other construction documents resulting from professional services paid for by the City-Parish shall remain the property of the City-Parish whether the project for which they were prepared was constructed or not. Except as otherwise provided herein, such documents may be used by the City-Parish to construct another like project without the approval of, or additional compensation to, the Architect.

**7.1.2** The Architect shall not be liable for injury or damage resulting from any re-use of plans, designs, specifications, or other construction documents by the City-Parish, if the Architect is not also involved in the re-use project.

**7.1.3** Prior to the re-use of construction documents for a project in which the Architect is not also involved, the City-Parish shall remove and obliterate from the construction documents all identification of the original Architect, including name, address, and professional seal or stamp.

**ARTICLE 8  
DELAYS AND EXTENSIONS**

**8.1** Architect will be given an extension of time for delays beyond their control including but not limited to weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**ARTICLE 9  
TERMINATION OR SUSPENSION**

**9.1** This contract may be terminated by mutual agreement and consent of the parties hereto or by either party upon failure of the other party to fulfill its obligations as set forth in this contract, proper allowance being made for circumstances beyond the control of either party.

**9.2** If terminated, Architect shall deliver to the Department all drawings and records of the work compiled to the date of termination and the City-Parish shall pay in full for all work accomplished up to the date of termination, including any fee percentage earned to date.

**9.3** Should the City-Parish find it necessary to suspend or terminate any portion of the work for lack of funding or other circumstances beyond its control, this may be done by ten (10) days notice given by the City-Parish in writing to that effect. If suspended, the work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of thirty (30) days notice in writing to that effect.

9.4 This agreement shall ipso-facto terminate three years after the date of any suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three year period, and neither party shall have any further obligation to the other party.

**ARTICLE 10  
DISPUTES**

10.1 **Disputes:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Department or duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract unless non-binding mediation is initiated by the City-Parish or the Architect. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**ARTICLE 11  
INDEPENDENT CONTRACTOR OBLIGATION**

11.1 Architect shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to them as an independent contractor hereunder. Architect shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

**ARTICLE 12  
COMPLIANCE WITH APPLICABLE LAWS**

12.1 Architect shall procure all permits and licenses applicable to the services to be performed by the Architect and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Architect shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**ARTICLE 13  
INDEMNITY**

13.1 Architect shall indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

13.2 The Architect, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Architect, its agents or insurers may sustain incidental to or in any way related to the Architect's operation under this Agreement.

**ARTICLE 14  
ARCHITECT'S INSURANCE**

14.1 Architect shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Architect shall not commence work under this contract until the City-Parish Purchasing Division has approved certificates of insurance. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best's Key Rating Guide.

14.1.1 Commercial General Liability on an occurrence basis as follows:  
General Aggregate.....\$2,000,000

|                                 |             |
|---------------------------------|-------------|
| Projects-Comp/Op Agg.....       | \$1,000,000 |
| Personal & Adv Injury.....      | \$1,000,000 |
| Each Occurrence.....            | \$1,000,000 |
| Fire Damage (any one fire)..... | \$50,000    |
| Med Exp.....                    | \$5,000     |

**14.1.2** Business Auto Policy Any Auto; or Owned, Non-Owned & Hired:  
 Combined Single Limit..... \$300,000

**14.1.3** Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

**14.1.4** The City of Baton Rouge and City-Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

**14.1.5** Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

**14.1.6** Professional Liability coverage for errors and omissions with minimum limits of liability of \$000. No deductible shall be in excess of five percent (5%) of the amount of the policy. If the deductible is in excess of \$10,000, then the policy shall be written with first dollar defense coverage endorsement.

**14.1.7** Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

**14.1.8** The Certificate Holder should be shown as: City of Baton Rouge and City-Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

**14.1.9** See **Exhibit C** for attached insurance certificate as described in this Article.

**ARTICLE 15  
 PERSONAL INTEREST**

**15.1** Architect covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Architect further covenants that in the performance of his contract no person having any such interest shall be employed.

**ARTICLE 16  
 AFFIDAVIT AND CORPORATE RESOLUTION**

**16.1** Architect shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Architect is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**ARTICLE 17  
 RIGHT TO AUDIT**

**17.1** Architect shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Architect relating to his performance under this contract.

**ARTICLE 18  
 ASSIGNMENT**

**18.1** Architect shall not assign any of the services covered by this contract nor assign any interest in the contract or



transfer any interest in same (whether by assignment or novation) without the prior written approval of the City-Parish. Architect shall submit names of sub consultants to City-Parish prior to beginning work.

**ARTICLE 19  
FEDERAL CONTRACT CLAUSES**

**19.1** This project is fully funded through FEMA through their Hazard Mitigation Grant Program (HMGP). All requirements of the FEMA HMGP must be followed at all times, including adherence to the following sections of Title 44, which can be found at <https://www.gpo.gov/fdsys/pkg/CFR-2002-title44-vol1/content-detail.html>:

1. Executive Orders (EOs) 11246 and 11375 "Equal Employment Opportunity (EEO)" 44 CFR 13.36(i)(3)
2. Copeland Anti-Kickback Act, 44 CFR 13.36(i)(4)
3. Contract Work Hours and Safety Standards Act, 44 CFR 13.36(i)(6)
4. Compliance with Reporting Requirements, 44 CFR 13.36(i)(7)
5. Byrd Anti-Lobbying Amendment, 2 CFR 215 Appendix A(7)
6. Access to Records, 44 CFR 13.36(i)(10)
7. Retention of Records, 44 CFR 13.36(i)(11)
8. Awards to Debarred and Suspended Parties, 44 CFR 13.35
9. Procurement of Recovered Materials, 44 CFR 13.36(i)(12) *(only required on Federally funded grant projects)*

END OF ARTICLES

SIGNATURE PAGE AND EXHIBITS FOLLOW

**SAMPLE AGREEMENT  
FOR GENERAL REVIEW ONLY**

**SIGNATURE PAGE**

**NAME OF PROJECT**  
**LOCATION OF PROJECT**

**CITY-PARISH PROJECT NO. 17-ASD-CP-0000**

**IN WITNESS WHEREOF**, the City-Parish and Architect have executed this contract effective as of the date first written above.

**WITNESSES:**

**CITY OF BATON ROUGE**  
**CITY-PARISH OF EAST BATON ROUGE**  
\_\_\_\_\_  
City Parish

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

**By:** \_\_\_\_\_  
Sharon Weston Broome, Mayor-President

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

**VENDOR**  
\_\_\_\_\_  
Company Name

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

**By:** \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Typed or Printed Name & Title

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

**CITY-PARISH**

**Approved:** \_\_\_\_\_

**Cary "Bubba" Cashio, Director**  
Department of Buildings and Grounds

**Approved:** \_\_\_\_\_

**Kelvin J. Hill, Assistant CAO**  
Office of the Mayor-President

**Approved:** \_\_\_\_\_

**Approved as to Form**  
Office of the City Parish Attorney

**SAMPLE AGREEMENT REVIEW ONLY**  
**FOR GENERAL REVIEW ONLY**

## EXHIBIT A

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### SCOPE OF WORK

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#### ARTICLE 1 SCOPE OF SERVICES

The Architect's Scope of Services consist of the six phases described in Paragraphs 1.1 through 1.6 and include normal civil, structural, mechanical and electrical engineering services and any other services included in Article 1 of the Contract. [insert additional scope info here] Due to scheduling and future contractual obligations, this work may be further broken down into multiple bid packages.

**1.1 PHASE I – PLANNING AND SCHEMATIC DESIGN PHASE:** After the Contract is approved by the City-Parish, Architect and User Agency shall schedule and conduct a programming interview. The tasks for this item are as follows:

**1.1.1** Schematic Design Documents will be prepared based on the result of the master planning phase, including the mutually agreed-upon site, program, schedule, and budget for the Project. The documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the components, and shall address factors affecting the design such as site utilization, program elements, building systems, level of material quality, level of maintenance and so forth. Documents shall include:

- .1 Conceptual site and structure plans
- .2 Preliminary sections and elevations
- .3 Preliminary selection of structure systems and materials
- .4 Development of approximate dimensions, areas, and volumes
- .5 Perspective sketches
- .6 Recommendation of basic structural system modifications
- .7 If required, conceptual design solutions for site utility work, drainage systems, and paving
- .8 If required, conceptual design solutions for energy sources, HVAC, plumbing, and fire protection systems
- .9 If required, recommendations of basic electrical materials, systems, and equipment, including power service and distribution, lighting, telecommunications, fire alarm and other low voltage systems
- .10 Outline specifications
- .11 Preliminary code analysis

**1.1.2** The Architect shall prepare, for approval by the City-Parish, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including FF&E if incorporated into the Contract.

**1.1.16** The Architect shall submit a statement of probable cost and determine whether the funds available for construction are in compliance with the project and a tentative time schedule

**1.2 PHASE II – DESIGN DEVELOPMENT PHASE:** Upon review and approval of the Planning and Schematics, the City-Parish, Architect and User Agency shall schedule and hold a Design Development introductory meeting. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establish the scope, relationships, forms, size and appearance of the Project by means of drawings consisting of plans, sections and elevations, typical construction details, and equipment layouts. The purpose of this conference shall be to initiate a general review and discussion of the Project, including, but not limited to, submitting, adopting or confirming the following:

**1.2.1** The Architect shall prepare, for approval by the City-Parish, Design Development Documents consisting of drawings indicating site and building(s) layout including applicable plans, elevations, sections, typical construction details, three dimensional sketches, finish materials, schedules, etc., interior design, furniture &

fixture layouts, expanded outline specifications based on of the Construction Specifications Institute (CSI) format, statements of Classification of Occupancy, Classification of Construction and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required.

**1.2.2** The Architect shall also provide development of specific structural system including dimensions, structural/foundation design criteria, preliminary sizing of major components, and critical clearance requirements related to this project.

**1.2.3** Development of site utility work, drainage systems, public conveyance and pedestrian wayfinding and paving design.

**1.2.4** If incorporated into the project scope, the development of mechanical, plumbing, and fire protection systems including preliminary equipment sizes and capacities, preliminary equipment layouts including clearance requirements, chase requirements, ductwork routing, VAV / diffuser locations, coordination of new and existing system components, and location of risers and main piping runs.

**1.2.5** Development of electrical system including power, lighting, telecommunications, fire alarm, and low voltage systems distribution, equipment sizes, capacities, and clearances, equipment schedules, and riser diagrams shall also be reflected in deliverables.

**1.2.6** It shall be the responsibility of the Architect to verify (with Local Ordinances, State Building Code and the State Fire Marshal) the latest edition of the codes and standards in effect for use on a project.

**1.2.7** The Architect shall submit to the City-Parish an updated Statement of Probable Construction Cost. The Architect shall determine if the cost is in compliance with funds available for construction and are realistic for the project Budget. If such cost is in excess of funds available for construction, the City-Parish shall have the option to:

- .1 Instruct the User Agency to collaborate with the Architect and revise the work so that it will be within the budgeted funds available for construction; such revisions performed by the Architect without the City-Parish paying additional compensation to the Architect,
- .2 Provide additional funds to increase the Budget and amend the Scope of Work, or
- .3 Terminate or suspend the Project in compliance with Article 9 of this Contract.

**1.2.4** The Architect shall submit to the City-Parish an updated Project Schedule.

**1.2.5** The Architect will submit to the City-Parish, digital copies of this phase's plans and renderings.

**1.3 PHASE III – CONSTRUCTION DOCUMENTS PHASE:** Based on the written authorization by the City-Parish, Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Budget authorized by the City-Parish, the Architect shall prepare, for approval by the City-Parish, Construction Documents consisting of Drawings and Specifications bearing the Architect's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project.

**1.3.1** The Architect shall submit to the City-Parish an updated Statement of Probable Construction Cost. The Architect shall determine if the cost is in compliance with funds available for construction and are realistic for the project Budget. If such cost is in excess of funds available for construction, the City-Parish shall have the option to:

- .1 Instruct the User Agency to collaborate with the Architect and revise the work so that it will be within the budgeted funds available for construction; such revisions performed by the Architect without the City-Parish paying additional compensation to the Architect,

- .2 Provide additional funds to increase the Budget and amend the Scope of Work, or
- .3 Terminate or suspend the Project in compliance with Article 9 of this Contract.

**1.3.2** A final plan review will be made with representatives of the City-Parish for the purpose of determining changes or revisions, additions or deletions to be made in preparing final drawings. Such plans shall be accompanied by a written acknowledgment from the Architect that a detailed check has been made prior to submission.

**1.3.3** The documents shall be complete detailed construction contract plans drawn to an acceptable scale for the project, which plans shall include designs and/or plans for all grading, drainage, pavement, structures, and utilities pertinent to or affected by construction may proceed. Designs shall conform to City-Parish standards and criteria where such standards and criteria exist and further include:

- .1 Construction Documents - Dimensioned plans, elevations, sections, details and schedules of all architectural, FF&E, landscaping, civil, structural, mechanical and electrical work in the project.
- .2 Technical Specifications - of the materials, processes or systems to be incorporated in the work, using the Construction Specifications Institute format. State law prohibits the Architect from closing specifications on any item in the specification except as provided for in R.S. 38:2290-2296 and in R.S. 38:2290. A. Any reason for closing specifications as provided for by law shall be brought to the attention of the City-Parish in writing for review.
- .3 Bidding and Construction Contract Forms - The City-Parish will furnish to the Architect, the final compiled bid package which will include: Notice to Bidders, Lump Sum Quotation pages, Special Provisions, General Provisions, Sample Agreement Between Owner and Contractor, Performance and Payment Bond, non-collusion Affidavit, and other forms used by the City-Parish.
- .4 Special Documents - If applicable, the Architect shall consult with the City-Parish to determine if a Prevailing Wage Determination from the Secretary of Labor should be included in the Documents and obtain one if necessary.
- .5 All documents shall be complete and coordinated. The Architect is responsible for coordination of all documents and all disciplines. The Architect is responsible for coordination between all named products and performance criteria.

**1.3.4** Construction Documents shall include all documentation required by the authorities having jurisdiction for the permitting and construction of the project. Coordination with applicable regulatory agencies shall be provided in order to obtain all required permits for the project.

**1.3.5** Final contract plans and as-built documentation submitted to the City-Parish, shall be original drawings produced on AutoCAD® in any release from 2007 or later, with black lettering of adequate size to be legible after a 50% size reduction of plans. Digital files must be submitted in both modifiable 'dwg' format without the Architect's seal and unencrypted Adobe® Acrobat 'pdf' format. Specifications shall be in Microsoft® Word format. Any plans and/or specifications not conforming to these standards may be rejected.

**1.3.6** The Architect shall submit one bound copy of all design calculations on the Project for the City-Parish's files.

**1.4 PHASE IV – BIDDING AND CONTRACTS:** If this phase is included in Article 5 of the Contract, Payments to the Architect, 5.1-Payment of Basic Services, the Architect, following the City-Parish's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the City-Parish in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

**1.4.1** Upon receipt of corrected and completed Construction Documents, and approval of an updated Statement of Probable Construction Cost, the City-Parish may advertise the Project for bids and shall be assisted by the Architect in obtaining bids. If, at the end of the contract document phase, it is determined that the Architect's estimate, taking into consideration a contingency for change orders, is more than the funds budgeted by the City-Parish for the project then

the project shall not be advertised until such time proper redesign meeting the budgeted funds can be realized. If the project is advertised then the designer's estimate shall be read aloud at the bid opening. It is the Architect's responsibility to have approvals which have not expired or will not be expired by the time of anticipated contract award.

**1.4.2** The Architect shall be responsible for the furnishing and distribution of copies of Construction Documents to the following:

- .1 To the City-Parish and User Agency,
- .2 To other State agencies and regulatory authorities as required or directed by the City-Parish,
- .3 To the Office of the State Fire Marshal and City-Parish Permit and Inspection Division for the purpose of review and approval.
- .4 The Architect shall be responsible for the cost of furnishing and distribution of document copies to their consultants.
- .5 Plan submittal fees associated with the State Fire Marshal or other entities requiring review of this project not within the City and City-Parish shall be paid by the Architect.
- .6 All plan submittal or other review fees required within the City and City-Parish shall be paid by the City-Parish.
- .7 The City-Parish is responsible for the cost of furnishing and distribution of documents to all bidders.

**1.4.3** Plan deposits shall be in accordance with the City-Parish's requirements and Public Bid Law. Architects may recommend alternative methods of document distribution for approval by the City-Parish. Methods require written approval by the City-Parish and must comply with all provisions of Public Bid Law particularly with regard to R.S. 38:2212.

**1.4.4** The Architect and City-Parish shall conduct a pre-bid conference to discuss all aspects and requirements of the proposed project with prospective bidders; a date, time and place to be published in the Bid Document's, Notice to Bidders.

**1.4.5** The Architect shall submit copies of the final drawings and contract documents for bidding and coordination purposes. The City-Parish will compile all front end documents necessary for the completed bid package and administrate the bid process with the cooperation of the Architect.

**1.4.6** The Architect shall prepare and timely deliver all addenda.

**1.4.7** The Architect shall assist the City-Parish in securing bids for the project, attending the bid opening and recommending the award of the construction contract to the lowest responsible qualified bidder.

**1.5 PHASE V – CONSTRUCTION ADMINISTRATION:** If this phase is included in Article 5 of the Contract, Payments to the Architect, 5.1 Payment of Basic Services, this phase shall consist of all architectural services required for reporting of general observations during construction and certification of payments of the contractor. The work under this Phase consists of the following major items:

**1.5.1** After the execution of the construction contract, the City-Parish will issue a Notice to Proceed to the Contractor and will notify the Architect to arrange for and conduct a pre-construction conference. The Architect shall conduct and act as the City-Parish representative at the pre-construction conference.

**1.5.2** The Architect shall make written recommendations for approval by the City-Parish, for the type and number of tests required for the Project, as soon as the construction contract has been awarded. The City-Parish will select, contract for and pay for such testing services. The Architect shall coordinate with the City-Parish project representative and the assigned testing laboratory representative to insure all tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet

specification requirements as to location and frequency.

**1.5.3** Required Reporting: The Architect shall endeavor to guard the City-Parish against defects and deficiencies in the Work of the contractor. A written report of each visit to the project shall be prepared by the Architect and each of his principal consultants. The report should be a complete record of the proceedings at the architect's jobsite visit to the best of their knowledge and shall include:

- .1 Report number, date, time, and duration of visit
- .2 Weather conditions
- .3 Persons present
- .4 Photographic evidence in digital format of field observations or potential problems observed
- .5 Work now being accomplished
- .6 Questions raised by contractor or owner
- .7 Determinations, interpretations, and decisions made by the architect
- .8 Any questions or actions that remain pending for appropriate attention

The above report shall be transmitted electronically or in writing to the City-Parish Buildings and Grounds Architectural Services Division and the Contractor within five (5) calendar days after each visit.

**1.5.6** The Architect agrees that their designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Architect as if made by them. All such decisions shall be confirmed in writing immediately with copies to the City-Parish and Contractor, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents. If at any time, the City-Parish determines that the designated representative does not meet these qualifications, the Architect shall promptly replace the representative.

**1.5.7** The Architect shall:

- .1 Consult with and advise the City-Parish Project Architect or appointed representative of the quality of the work when making on-site observations.
- .2 Based on observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall submit to the Director of Buildings and Grounds or their authorized representative Certificates for Payment in such amounts. No Certificate of Payment shall be submitted until a schedule of values has been received from the Contractor. The submission of a Certificate for Payment shall constitute a representation by the Architect to the City-Parish, that the Work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief, the quality of the Work is in general accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum. The Architect shall process certificates as promptly as possible with copies to the Contractor, and in any case within ten (10) calendar days. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and City-Parish within ten (10) days.
- .3 The Architect shall instruct the Contractor to establish and conduct a regular schedule of monthly meetings, to be held on the job site each month throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants. The City-Parish and User Agency shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.

- .4 The Architect shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance there under by both the City-Parish and Contractor. The Architect shall make decisions on all claims of the City-Parish or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto.
- .5 The Architect shall have authority to reject work which does not conform to the Contract Documents. If the Architect considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he shall request the City-Parish to authorize special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work then fabricated, installed or completed.
- .6 The Architect shall promptly review shop drawings, samples and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Architect shall promptly respond to all requests for information from the Contractor within a reasonable time period.
- .7 Only with the written authorization of the Department or authorized representative, shall the Architect prepare Change Orders. Upon authorization, the Architect shall prepare Change Orders or supplemental agreements as appropriate for ordering approved changes in the work from that originally shown on the drawings or as specified in the contract documents. The Architect shall obtain from the Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Order, review and approve same, and submit it to the City-Parish for approval before any changes are made in the Contract. No additional compensation shall be due the Architect for preparation of Change Orders without the written prior approval for such compensation by the City-Parish, as described in Article 3 of this Exhibit.
- .8 R.S. 38:2241.1 entitled Acceptance of Governing Authority defines the procedures to be followed in accepting a project and gives the City-Parish the discretion to make acceptance on either full completion or significant completion. Upon completion of the work, or on significant completion or for partial occupancy, as requested by the City-Parish, the Architect shall conduct an inspection of the project with the City-Parish, the User Agency and the Contractor to determine if the Contractor's work is in general accordance with Contract Documents. The Architect shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.
- .9 When the City-Parish desires to accept on either full or significant completion, the Architect shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the punch-list items. Only after Council's resolution of Final Acceptance and upon the Contractor's furnishing of a clear lien certificate, the Architect shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for punch-list items shall be issued upon their completion.
- .10 Upon recommendation of acceptance, the Architect shall receive, review and forward to the City-Parish guarantees, operation, and maintenance manuals, keys and other closing documents as required by the Contract Documents. Architect shall obtain a written receipt for these and forward same to the City-Parish, together with copies of all guarantees and warranties.
- .11 The Architect shall not supervise, direct or have authority, control over, or responsibility for any of City-Parish's or others' contractors (including subcontractors, suppliers, and manufacturers, all of any tier) or their means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for the failure to perform work in accordance with law, regulations, rules, codes, specifications or other requirements applicable to their furnishing or performing their work.
- .12 The Architect shall not be responsible for the design, performance, configuration, manufacture, or safety precautions, devices or warnings as to any machinery, equipment, instruments, controls, software, other items, or any components thereof, which are designed, specified, configured, or manufactured by others.
- .13 Final contract plans submitted to the City-Parish, shall be original drawings produced on AutoCAD® in any release from 2007 or later, with black lettering of adequate size to be legible after a 50% size reduction of plans. Digital files must be submitted in both modifiable 'dwg' format and unencrypted Adobe® Acrobat 'pdf' format. Specifications shall be in Microsoft® Word format. Any plans and/or specifications not



conforming to these standards may be rejected. The Architect shall also submit all written guarantees and other documents assembled by the contractor during the course of the work.

**1.6 PHASE VI – CONSTRUCTION CLOSE OUT PHASE:** If this phase is included in Article 5 of the Contract, Payments to the Architect, 5.1-Payment of Basic Services, this phase shall consist of:

**1.6.1** R.S. 38:2241.1 entitled Acceptance of Governing Authority and **Article 10 of the City-Parish General Provisions**, defines the procedures to be followed in accepting a project and gives the City-Parish the discretion to make acceptance on either full completion or significant completion. Upon completion of the work, or on significant completion or for partial occupancy, as requested by the City-Parish, the Architect shall conduct an inspection of the project with the City-Parish, the User Agency and the Contractor to determine if the Contractor's work is in general accordance with Contract Documents. The Architect shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.

**1.6.2** When the City-Parish desires to accept on either full or significant completion, the Architect shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the punch-list items. Only after Council's resolution of Final Acceptance and upon the Contractor's furnishing of a clear lien certificate, the Architect shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for punch-list items shall be issued upon their completion.

**1.6.3** After acceptance of the Project by the City-Parish, the Architect shall prepare and furnish to the City-Parish (1) a Final Report in the format and containing information as required by the City-Parish, and (2) two sets of Record Drawings (As-Built) prepared by the Architect, in an archival quality format, **further defined in 1.5.7 (13)**, for the City-Parish and User Agency files. The Record Drawings shall be prepared on the basis of information furnished by the Contractor and the change orders and shall be reviewed with and approved by the Contractor prior to submission. Architect shall require in the specifications that the Contractor provide, as part of the Operations and Maintenance Manual, all materials identified in the specifications ultimately installed on the project.

**1.6.4 Punch List:** Architect shall review and approve completion of "punch-list" items remaining after acceptance and shall certify final payment to the Contractor. If the Architect does not find the work acceptable under the Contract Documents after the first onsite punch list review, the Architect shall make one additional punch list review. If the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid for their time at the project site, for each additional punch list review at the rate specified in the Contract Documents; to be withheld by the City-Parish from the unpaid funds remaining in the Construction Contract sum.

**1.6.5 Acceptance and Final Payment:** The process of the signing of the architect's Certificate of Substantial Completion does not entitle the contractor to file for clear lien. While the City-Parish may upon review, use this document to "stop the clock" for liquidated damages and/or to facilitate a power cut-in via Inspection Division, **this document does not replace the required Final Acceptance document referred to in Article 10.8 of the City-Parish General Provisions**. This procedure should therefore be followed when issuing a signed Certificate of Substantial Completion to the contractor. If a Certificate of Substantial Completion is signed for the benefit of the Contractor, the form must first be stamped with a clarification statement issued by Architectural Services Division. This is to notify the Clerk of Court Recorder of Mortgages this is a City City-Parish project and the process for Final Acceptance has not been completed should the contractor attempt clear lien.

**1.6.6 The Final Acceptance Process:**

**.1** The Final Acceptance form is prepared by Architectural Services and circulated for required signatures.

- .2 It then goes to the Department as backup and placed on the Council Agenda requesting Final Acceptance and subsequent resolution.
- .3 The resolution is forwarded to the City-Parish Attorney who sends the contractor a letter along with the Notice of Owner of Acceptance of Work.
- .4 The contractor, per instructions in the City-Parish Attorney's letter with instructions states, "must be recorded by you in the Official Records of the Clerk of Court for the City-Parish of East Baton Rouge. The 45-day lien period will start from the date of recordation of the attached Notice."
- .5 In order to obtain the retainage payment, the contractor must present (either to Architectural Services or the Department's Business Office), the original Clear Lien Certificate, final bill and a copy of the Final Acceptance Resolution adopted by the Metropolitan Council. Retainage payment is then processed.

**1.6.7 Warranty Work:** Substantial Completion shall not define the lien period process or commencement of the warranty period. City-Parish General Provisions 3.6 Warranty - States the warranty period shall begin upon Council Resolution of Final Acceptance. The Architect shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an on-site review of the Project prior to expiration of the one year warranty period and shall be required to inform the City-Parish, User Agency and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed.

## ARTICLE 2 COMPENSATION AND PAYMENT

**2.1** The City-Parish reserves the right to adjust the lump sum fee, in agreement with the Architect, before the execution of the Contract. Article 5 of the Contract stipulates each phase of work and compensation for the phase.

## ARTICLE 3 EXPENSES

**3.1** Reimbursable Expenses [SUPPLEMENT] are in addition to Article 5.1 of the Contract's, Payment of Basic Services, and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project. See Exhibit B for the Schedule of Fees.

**3.2** Should changes other than incidental changes be required by the City-Parish during the progress or after completion of the work, for which Architect is not responsible and which require revision by Architect of work otherwise completed, Architect shall be paid additional compensation in the form of a lump sum for such additional work, on the basis of their certified and itemized reasonable direct payroll costs in order to cover overhead costs and profit.

**3.2.1** Direct payroll costs are defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) of architects, technicians, draftsmen, stenographers, surveyors, clerks, etc. for time directly chargeable to the revision; plus unemployment compensation insurance retirement benefits, and medical insurance benefits.

**3.2.2** Each claim for additional compensation shall state the authority for performing such work and shall include a description of the work and give the number of drawings affected. Incidental changes as a result of the review of the preliminary plans shall not qualify for additional compensation.

**3.2.3** All plan submittal or other review fees required within the City-Parish shall be paid by the City-Parish. Plan submittal fees associated with the State Fire Marshal or other entities requiring review of this project not within the City-Parish shall be paid by the Architect.

**3.2.4** The Architect shall be responsible for all in-house printing including that which is necessary for coordination between the Architect and the Architect's consultants. The Architect shall not be responsible for the reproduction of the final contract documents required for bidding and construction.

**ARTICLE 4**  
**SERVICES TO BE PERFORMED BY THE CITY-PARISH**

- 4.1** The City-Parish will furnish to the Architect without charge, the following services and data:
- 4.1.1** Standard City-Parish Special Provisions, General Provisions and Contract bid documents.
  - 4.1.2** Reproductions of any standard form plan sheets, such as Title Sheet, Summary Sheet, etc., and prints of typical construction plans for use of Architect as a guide.
  - 4.1.3** Coordination of services between City-Parish agencies and City-Parish design professionals with the Architect.
  - 4.1.4** All associated surveys including utilities, construction testing fees, geotech reports, environmental reports, asbestos abatement and below-grade environmentally hazardous materials, environmental reports and air quality monitoring fees.
  - 4.1.5** All plan submittal or other review fees required within the City-Parish. Plan submittal fees associated with the State Fire Marshal or other entities requiring review of this project not within the City-Parish shall be paid by the Architect.
  - 4.1.6** The City-Parish will bear all costs for the reproduction of the final drawings and contract documents required for bidding and construction purposes. The Architect shall be responsible for all in-house printing including that which is necessary for coordination between the Architect's consultants.

**ARTICLE 5**  
**ENDORSEMENT OF PLANS**

- 5.1** As required under the provisions of the Louisiana Revised Statutes, the Architect or their Consultants shall endorse all plans, reports, design calculations, specifications and other documents in conformance with the following requirements:
- 5.1.1** The title or first sheet of the plans shall be sealed and signed by a principal in the firm. In the case of multiple sealings, the title or first sheet of the plans shall also be sealed and signed by Architect or architects/engineers of the appropriate discipline who are responsible for the design. In addition, Architect or architects/engineers shall also seal each sheet of the plans, prepared by Architect, responsible for that sheet of the plans.
  - 5.1.2** In the case of reports, design calculations, specifications or other similar documents, the title or first page of each document shall be sealed and signed by a principal of the firm and Architect or architects/engineers of the appropriate discipline who are responsible for the preparation of the document. Subsequent revisions shall be dated and initialed by the responsible Architect whose seal and signature appears on the first or title page. Preliminary documents so marked, need not be so sealed and signed.
  - 5.1.3** The application of the seal and signature to all plans, reports, design calculations, specifications and other documents shall constitute certification that the work thereon was done by Architect or under his control, and Architect is authorized to practice architectural design services in the State of Louisiana.

END OF EXHIBIT A

EXHIBIT B

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SCHEDULE OF FEES

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**SAMPLE AGREEMENT  
FOR GENERAL REVIEW ONLY**

EXHIBIT C

CERTIFICATE OF INSURANCE

1. Architect shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Architect shall not commence work under this contract until the City-Parish Purchasing Division has approved certificates of insurance. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best's Key Rating Guide.
2. Commercial General Liability on an occurrence basis as follows:

|                                  |             |
|----------------------------------|-------------|
| General Aggregate .....          | \$2,000,000 |
| Projects-Comp/Op Agg .....       | \$1,000,000 |
| Personal & Adv Injury .....      | \$1,000,000 |
| Each Occurrence .....            | \$1,000,000 |
| Fire Damage (any one fire) ..... | \$50,000    |
| Med Exp .....                    | \$5,000     |
3. Business Auto Policy Any Auto; or Owned, Non-Owned & Hired:

|                             |           |
|-----------------------------|-----------|
| Combined Single Limit ..... | \$300,000 |
|-----------------------------|-----------|
4. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
5. The City of Baton Rouge and City-Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
6. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.
7. Professional Liability coverage for errors and omissions as described in Agreement Article 14.1.6.
8. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
9. The Certificate Holder should be shown as: City of Baton Rouge and City-Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.
10. See **next page** for attached insurance certificate as described in this Agreement and Article 14.

SAMPLE AGREEMENT REVIEW ONLY

FOR GENERAL REVIEW ONLY

**AFFIDAVIT**

**STATE OF LOUISIANA**

**CITY-PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned authority, personally came and appeared:

\_\_\_\_\_

who, being first duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_

receiving value for services rendered in connection with:

**NAME OF PROJECT**  
**LOCATION OF PROJECT**  
**CITY-PARISH PROJECT NO. 17-ASD-CP-0000**

a public project of the City of Baton Rouge, City-Parish of East Baton Rouge, Louisiana; that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

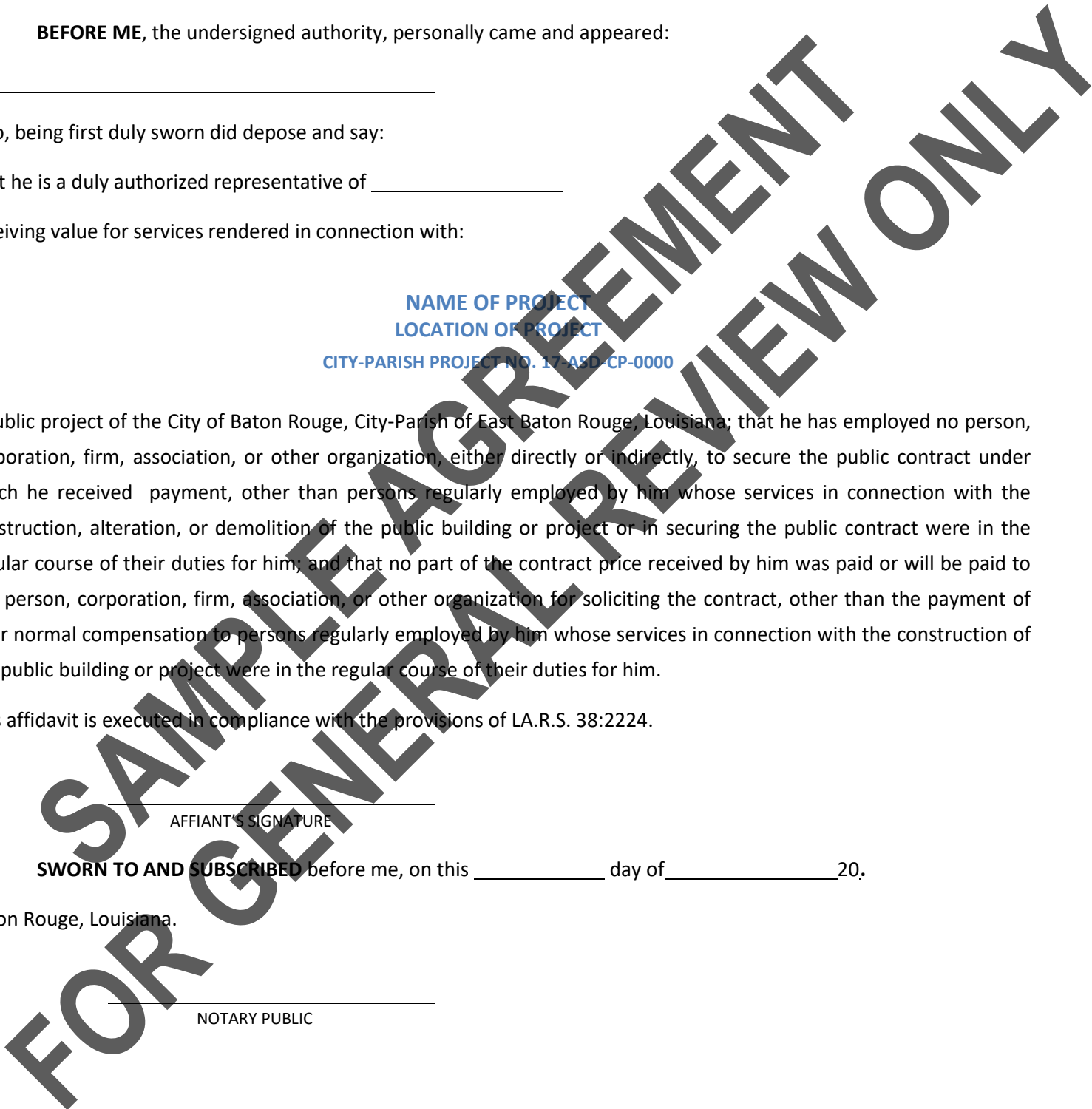
This affidavit is executed in compliance with the provisions of LA.R.S. 38:2224.

\_\_\_\_\_  
AFFIANT'S SIGNATURE

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_ 20.

Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC



**WORKER'S COMPENSATION WAIVER FOR  
SOLE PROPRIETORSHIPS OR PARTNERSHIPS  
WITH NO EMPLOYEES**

City of Baton Rouge  
City-Parish of East Baton Rouge  
Purchasing Division  
P O Box 1471  
Baton Rouge La 70821

Gentlemen:

I/We, \_\_\_\_\_, am/are aware that all employers in the State  
(Contractors Name)  
of Louisiana are required to obtain and retain Worker's Compensation Insurance coverage.

In accordance with Chapter 10, R. S. 23, Section 1035, of the Louisiana Worker's Compensation Law, we are informing you that we are the only members of the company and that we have not, nor will we engage, any employees in connection with our contract with the City of Baton Rouge/City-Parish of East Baton Rouge concerning the project:

NAME OF PROJECT  
LOCATION OF PROJECT  
CITY-PARISH PROJECT NO. 17-ASD-CP-0000

Should any injuries result from the aforementioned project, we understand that we will be solely responsible for any medical expenses or injuries suffered.

I/We undertake and agree to indemnify and save the City of Baton Rouge/City-Parish of East Baton Rouge harmless against any and all claims, demands, damages and expenses, including any claims or liability for compensation under the Louisiana Worker's Compensation Act arising out of injuries sustained by us, any employees, or of any contractor or subcontractor under said contract, together with reasonable attorney's fees for the defense thereof.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_  
and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_  
is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and City-Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City-Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_  
of a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_  
\_\_\_\_\_ ; that the foregoing is a true and exact copy of a resolution adopted by a quorum  
of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of  
\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my  
possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**SECRETARY**