

**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL ENGINEERING SERVICES**

**BATON ROUGE METROPOLITAN AIRPORT
NORTH AIRPARK DEVELOPMENT ROAD
UTILITY CORRIDOR
PROJECT NO. To Be Determined**

RFQ NO. 20-ES-DTD-008

PREPARED BY

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

April 3, 2020

TABLE OF CONTENTS

SECTION A

**PUBLIC NOTICE FOR PROFESSIONAL
ENGINEERING SERVICES**

SECTION B

PROJECT SUMMARY AND SCOPE OF SERVICES

SECTION C

**EVALUATION CRITERIA
AND
SELECTION PROCESS**

SECTION D

**STANDARD FORM CPES
(REV. 03/12/20)**

SECTION E

SAMPLE CONTRACT

SECTION A
PUBLIC NOTICE
FOR
PROFESSIONAL ENGINEERING SERVICES

To be published one time
Legal - Friday, April 17, 2020

The Advocate
Baton Rouge, Louisiana

PUBLIC NOTICE

INVITATION FOR PROFESSIONAL ENGINEERING SERVICES

The City of Baton Rouge and Parish of East Baton Rouge invites qualified engineering firms to submit a Statement of Qualifications for the following project:

Baton Rouge Metropolitan Airport
North Airpark Development Road
Utility Corridor
Project No. To Be Determined
R F Q No. 20-ES-DTD-008
Engineering Fee to Be Negotiated

Due to the on-going COVID-19 response, Statements of Qualifications for this project shall be submitted on USB Drive, not paper copies. The selection meeting will be held via (Web access).

Statements of Qualifications shall be prepared as pdf files on City-Parish Standard Form CPES (DATED: REV. 03/12/20). Interested firms should register and download an electronic copy of the official Request for Qualifications (RFQ) package from the City-Parish Web Site **www.brprojects.com**. Those firms that have obtained the official RFQ package for this project from the web site will receive notice of changes in RFQ Addenda and information issued by the City-Parish Engineer and Surveyor Selection Board. The firm selected for this project will be required to execute the City-Parish's standard contract for Engineering 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., via email to tstephens@brla.gov

Nine USB drives with pdf files of the Statement of Qualifications (Standard Form CPES) shall be delivered to the Chief Design and Construction Engineer, Public Works and Planning Center 1100 Laurel Street, Baton Rouge, Louisiana 70802. Statements of Qualifications for this project will be accepted until **4:00 PM, Local Time, May 7, 2020**.

Statements of Qualifications that have not been received by the above aforementioned date and time will be rejected. Additionally, failure to submit all of the information on Standard Form CPES (DATED: REV. 03/12/20) shall be considered non-responsive and may result in the Qualification Statement being rejected.

Engineering and Land Surveying firms must be registered with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors, in accordance with LA RS 37:689. A copy of the current Certificate(s) of Registration shall be attached to each Statement of Qualifications (Standard Form CPES). Failure to be registered in good standing with the aforementioned Board will result in the Qualification Statement being rejected.

Disadvantaged Business Enterprises (DBE's), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts with airports that receive federal funds. BTR has established a DBE program in accordance with these regulations. While BTR has not established a DBE goal for this solicitation, BTR encourages the use of DBE's certified under the Louisiana Unified Certification Program. Additionally, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, the Airport hereby notifies all submitters that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit a response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The members of the Engineer and Surveyor 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 shall extend from the date of this notice until a selection is made.

The members of the Engineer and Surveyor Selection Board also request that the firms submit revised Form CPES (DATED REV. 03/12/20) only, unless otherwise stated or required by the instructions. All un-authorized attachments or embellishments may be removed and discarded prior to distribution of statements to the Board Members.

Responses to this RFQ will be collected, compiled, and delivered to Board members on or before May 15, 2020 so that they may review them and prepare for the selection meeting. The Selection Board will meet via the Microsoft Skype Conferencing tool on **May 21, 2020 at 4:00 PM** to select a firm, and two alternates, for the services advertised herein. If accessing by computer, software can be obtained at www.skype.com for conference ID No. 724543455. The meeting can also be accessed by phone at the following numbers: (225)614-9292,,724543455# or (888)256-7209,,724543455# or (855)549-6718,,724543455#.

The City-Parish Engineer and Surveyor 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**

**MIKE EDWARDS
DIRECTOR OF AVIATION
BATON ROUGE METROPOLITAN AIRPORT**

SECTION B
PROJECT SUMMARY AND
SCOPE OF SERVICES

1. PROJECT SUMMARY

The City of Baton Rouge, Parish of East Baton Rouge, on behalf of the Greater Baton Rouge Airport District, hereinafter "Airport", desires to hire a qualified engineering firm, hereinafter "CONSULTANT", to perform the engineering and related services for the Design and Construction Administration of the installation of utility services in a designated area of the previously established right of way along the North Airpark Development Road. This project is intended to establish utility services within a utility corridor in the roadway right of way previously dedicated to the City of Baton Rouge. Access to the utilities provided are needed to accommodate future development on, or in the vicinity of the North Airpark Development Road. This roadway intersects Blount Road just east of South Gibbens Road continues south, then east, and then northeast to the intersection of Blount Road just west of Cypress Bayou. The North Airpark Development Road includes the roadways designated as Ridgecrest Drive, Buddy Amoroso Drive, and Airpark Boulevard as shown on the included exhibit.

The proposed scope of work includes the planning, design and construction administration services needed to establish the services needed in the "Utility Corridor."

2. SCOPE OF SERVICES

Engineering, Design and Construction Administration:

Provide preliminary and final engineering, design and construction services to develop plans and specifications for determining and providing utilities within the roadway right of way for the Northern Development Area of the Baton Rouge Metropolitan Airport in accordance with the requirements of the East Baton Rouge Department of Transportation and Drainage, the airport management (BTR), and the Program Manager for BTR. This project is intended to establish utility services in a utility corridor within the designated right of way previously dedicated to the City of Baton Rouge. Access to the utilities provided are needed to accommodate future development on, or in the vicinity of the North Airpark Development Road.

The proposed scope of work includes the planning, design and construction Administration services needed to establish the recommended and designated utility services determined to be needed in the "Utility Corridor."

The entire system shall be designed and constructed to accommodate Airport requirements and be within the construction budget.

Construction Management services shall be provided from bid award to completion of construction and includes weekly meetings and submittal review. In general, the professional services shall include the items listed herein, in addition to the services contained in the standard city-parish contract.

All Engineering designs must be in accordance with the requirements of Airport Management (BTR) as well as all applicable standards of the city, parish, state, and federal governments, including the FAA and the state Department of Transportation.

3. ENGINEERING EXPERTISE REQUIREMENTS

- A. The following services must be performed by Prime Consultant
 - 1) Civil and Structural design
- B. The following services, if needed, may be performed by either the Prime Consultant or Sub-Consultants
 - 2) Topographic surveying
 - 3) Subsurface Utility Engineering (SUE) Services
- C. For this request for qualifications the following disciplines are considered Specialty Firms and may be included as a subconsultant on multiple responses
 - 1) Topographic Surveys
 - 2) Subsurface Utility Engineering
 - 3) Geotechnical Services

4. DESIGN FEES

- A. Fees shall be negotiated with the selected consultant as part of the contract negotiation.

BTR
AIRPARK BOULEVARD
BUDDY AMOROSO BOULEVARD
RIDGECREST DRIVE
ROW DEDICATION
OVERALL LAYOUT

BLOUNT ROAD
EXISTING ROW
NOT AFFECTED/CHANGED
PER THIS PROJECT

EXISTING NEW
BLOUNT ROAD
80' ROW
(PER 2011 PEC PLANS)

EXISTING AIRPARK
BOULEVARD
80' ROW
(PER 2011 PEC PLANS)

EXISTING OLD
BLOUNT ROAD
100' ROW
(PER 2011 PEC PLANS)

PRIVATE RESIDENCE
(ROW HOLD-OUT)

REQUIRED RIDGECREST
DRIVE ROW, 110' TOTAL
(EXISTING + REQUIRED)

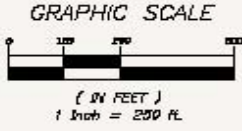
EXISTING
RIDGECREST DRIVE
50' ROW

REQUIRED 55' ADD'L
RIDGECREST DRIVE ROW
(WEST SIDE OF
EXISTING ROW)

REQUIRED 5' ADD'L
RIDGECREST DRIVE ROW
(EAST SIDE OF
EXISTING ROW)

END RIDGECREST DRIVE
BEGIN BUDDY AMOROSO BLVD

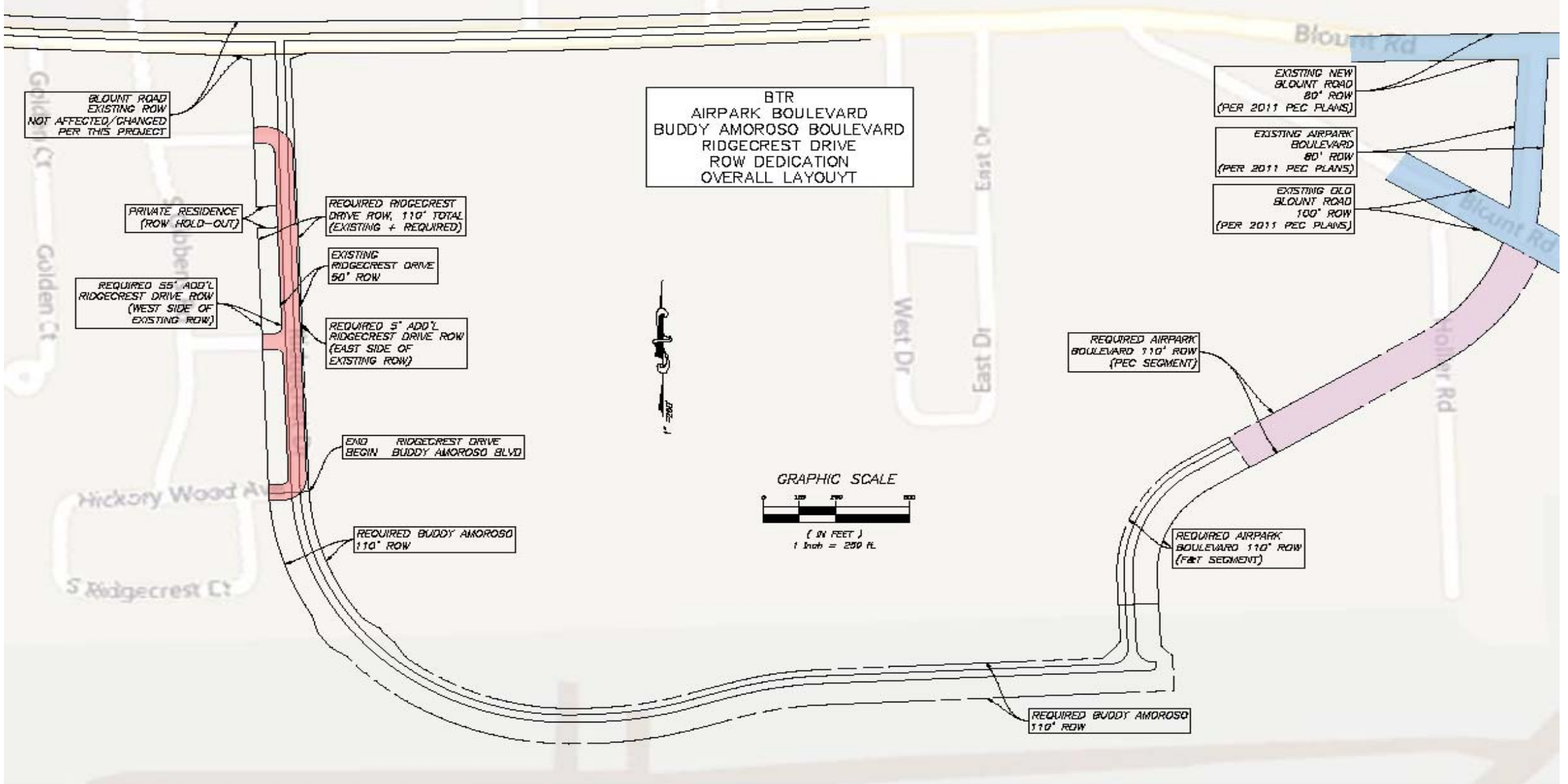
REQUIRED AIRPARK
BOULEVARD 110' ROW
(PEC SEGMENT)



REQUIRED AIRPARK
BOULEVARD 110' ROW
(F&T SEGMENT)

REQUIRED BUDDY AMOROSO
110' ROW

REQUIRED BUDDY AMOROSO
110' ROW



SECTION C
EVALUATION CRITERIA FOR
QUALIFICATION STATEMENTS
AND
SELECTION PROCESS

EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS

GENERAL: The procurement of professional engineering services for this project is governed by the City of Baton Rouge and Parish of East Baton Rouge Metropolitan Council Ordinance 8931 and associated revisions, which establish the Engineer and Surveyor Selection Board. The following general criteria in combination with the Engineer & Surveyor Score Card will be used in evaluating the Qualifications Statements (Standard Form CPES):

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 sub-consultants regularly engaged by the Engineer.
9. Quality of projects previously undertaken.
10. Familiarity with the proximity to the geographic location of the project.
11. Capability of a branch office to perform independently of the home office when being considered or, conversely, its capability to obtain necessary support from the home office.

SELECTION PROCESS: The contract for this project will be awarded through a qualification based selection process. All Qualification Statements (Standard Form CPES) will be reviewed by the City-Parish Engineer and Surveyor Selection Board. The selected firm will enter into negotiations with the Department to determine a scope, fee, and contract terms. Upon a successful conclusion the firm 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 qualifications (Form CPES) submitted for this project in accordance with the aforementioned general criteria.
2. Based upon each member's evaluation of the RFQ submittals, members shall rate each firm utilizing the Engineer and Surveyor 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 firms from the list of firms under consideration.

3. On the first ballot, each Board member shall announce his top five firms and scores will be determined and totaled 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.

Each Board member shall sign and turn in both their score card and ballot sheet to the clerk.

4. The score of all firms shall be totaled and the top three highest ranking firms shall then be considered for a subsequent round of balloting.
5. On the second ballot, each member shall vote for only one firm from the list of the top three highest ranking firms. For a firm to be selected it must receive a simple majority of the votes cast.
6. If a firm does not receive a simple majority on the second ballot, a third ballot shall be taken with the top two highest ranking firms. In the event of a tie, the 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 still a tie, the Board Members shall refer to the tie breaker provisions below to resolve the tie.
7. Once the top two (2) highest ranking firms have been obtained, a third ballot (or fourth ballot shall be taken) until one (1) 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 Transportation and Drainage Projects: When a project falls under the jurisdiction of the Department of Public Works, the Director of Public Works shall select one of the two firms.

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

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

9. No later than two (2) weeks after notification of selection, the top rated firm will submit a proposal for the services to be provided. The proposal will be prepared in accordance with the "Department of Public Works Instruction for the Preparation of Engineering Proposals". Contract fee negotiations will then be held with the top rated firm and the contract will be recommended for award to the City-Parish Metropolitan Council if such negotiations are successful. If satisfactory negotiations do not result, the top rated firm shall be notified in writing that a contract cannot be reached and the Department 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 Department 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 engineering services for this project.

Engineer and Survey Selection Board Score Card

SCORECARD FACTORS	Weight/Pts	Max Total Pts
<p>Firm/Team Qualifications and Experience</p> <ul style="list-style-type: none"> • Firm/Team shall be evaluated based on project specific experience and resources. • Primary focus should be on Prime Consultants Experience however the other team members must be considered. 	<u>0-25 pts.</u>	25
<p>Key Personnel Qualifications and Experience</p> <ul style="list-style-type: none"> • Specific Personnel Experience with Similar Projects must be considered • While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architects... 	<u>0-25 pts</u>	50
<p>Local Project Experience</p> <ul style="list-style-type: none"> • Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion. 	<u>0-10 pts</u>	60
<p>Proposal/Understanding</p> <ul style="list-style-type: none"> • Firm/Teams response should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. 	<u>0-5 pts</u>	65
<p>Compatibility (firm size related to project magnitude)</p> <ul style="list-style-type: none"> • Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm’s current workload. 	<u>0-5pts</u>	70
<p>Current Work Load and Project Awards</p> <ul style="list-style-type: none"> • Number and size of projects currently under contract must be considered in relation to available Staff. • Qualified Firms that have not been awarded a City-Parish contract within the last 3 years should be given priority consideration. 	<u>0-5pts</u>	75
<p>Firm/Team Office Location Where Work Is To Be Performed</p> <ul style="list-style-type: none"> • <u>Qualified</u> firms that maintain an office in East Baton Rouge Parish, and staffed with an adequate number of qualified employees to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms. 	<u>0-5 pts</u>	80
<p>Special Conditions/Requirements Specified in RFQ</p> <ul style="list-style-type: none"> • Special project considerations may be included in the RFQ. These special requirements and project considerations must be clearly spelled out in the RFQ. 	<u>0-10 pts</u>	90
<p>Past Performance and User Agency Recommendations</p> <ul style="list-style-type: none"> • Board members shall independently evaluate each firm, less the “User Agency Recommendation”. After the user agency provides their recommendation, each board member shall consider this along with any past performance, and then apply any additional points to finalize their scoring. The User Agency should generally provide recommendations based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work. 	<u>0-10 pts</u>	100
<p>Oral Presentation</p> <ul style="list-style-type: none"> • When specified, Oral Presentations shall 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 		

SECTION D
STATEMENT OF QUALIFICATIONS (FORM CPES)
REVISED 03/12/20

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

ENGINEER AND SURVEYOR SELECTION BOARD

STANDARD FORM CPES

A. PURPOSE: The procurement of professional engineering, surveying and related professional services for the City of Baton Rouge and Parish of East Baton Rouge is governed by Metropolitan Council Ordinances: 8931, 9293, 9456 and 9603.

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

B. DEFINITIONS:

"Engineering, surveying 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 main office.

"Key Persons, Specialists, and Subconsultants", 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 CPES (Note: Numbers below correspond to number contained in CPES form):

- 1a. Indicate in this block the complete name of the submitting firm. Also indicate if the firm is the "prime firm" or "sub-consultant". Mark designated boxes to note if the firm is a

minority, women, or veteran owned enterprise.

- 1b. Indicate in this block the 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, indicate in this block that the address shown is for the "main office" or "branch office".
- 1c. Indicate in this block the complete project name, R.F.Q. and project number, and any other project numbers provided in the announcement.
- 2a. Indicate in this block the name, title, state license or registration number, telephone 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.
- 2b. This block shall be signed and dated by the individual indicated in Block 2a. All information contained in the form should be current and factual. Failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.
- 2c. If applicable, indicate the firm's Louisiana State Board Registration number and the date granted. For individual and non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. For all engineering and surveying firms that are incorporated a copy of the firm's Certificate(s) 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.
- 2d. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line.
3. Indicate in this block by discipline and number all employees presently employed at the work location (Item b) 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 is or her primary function. The term "Engineer" shall mean a Registered Professional Engineer, currently registered with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. Include all clerical personnel as "Administrative". Write in any additional disciplines: planners, biologists, etc. Indicate the number of people in each blank space and show total. For national firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item b for this project, the firm shall submit separate CPES Forms showing those offices as subconsultants for this project.
4. 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 b). **The prime may perform less than 50% of the work, but their percentage must be greater than any other team member percentage.** All sub-consultants shall indicate on their form the name of the "Prime".
5. 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 indicate the specific technical or professional responsibilities the sub-consultant(s) will be performing; the approximate percentage of the total work that will be performed by the sub-consultant, and whether the prime and sub-consultant have worked together before. The Prime shall identify the MBE, WBE, or VBE status, as provided by the sub-consultant.

If the Prime and listed sub-consultants are selected for the project, and the Prime chooses

- to use another firm in lieu of the firm listed, the Prime must submit in writing to the Department Director or User Agency Representative the reason for the requested change. The Department Director or User Representative may then concur or deny the requested change. Copies of all letters, etc. concerning any requested firm changes shall also be copied or transmitted to the Chief Design and Construction Engineer for distribution to all members of the Selection Board.
6. 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 a) shall also be indicated in the organizational chart along with their relationship to the project team.
 7. The respondent shall provide in this block a brief resume of only the key personnel that are expected to participate 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 b) 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.
 8. 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 b). Required information must include: (a) name and location of project, including client 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, i.e. under contract negotiations, selected only, completed or percent completed, and (e) the actual or estimated completion date of the contract.
 9. The respondent may list up to nine (9) 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 client 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, (e) the actual or estimated completion date of the contract.
 10. 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 Engineer and Surveyor 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 or estimated completion date of the contract.

11. Through narrative discussion, the respondent should show reasons why the firm or design team submitting this form believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized 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 include specific reference to the various items specified in the Request for Qualifications Evaluation criteria (Section "C"). A maximum of three (3) additional sheets may be utilized to answer this question. Unless otherwise specifically requested in the Request for Qualification (R.F.Q.) all other attachments e.g. company brochures, cover pages, etc. shall be excluded. It is also requested that Form CPES not be bound in a booklet, but be stapled.

**STANDARD FORM CPES
(DATED Rev. 03/12/20)**

The nine USB Drives containing pdf files of the Statement of Qualifications (Standard Form CPES, dated Rev. 03/12/20), shall be mailed or delivered to the Chief Design and Construction Engineer, Public Works and Planning Center, 1100 Laurel Street, Baton Rouge, Louisiana 70802. Statements of Qualifications for the project will be accepted until the time and date specified in the Public Notice, or as amended by subsequent written addenda.

Statements of Qualifications that have not been received, or which do not bear postmark or similar marking by a commercial carrier, prior to the deadline date will not be considered. Additionally, failure to submit all of the information on Standard Form CPES shall be considered non-responsive and may result in the Qualification Statement to be rejected.

NOTE:

- (1) Include a completed Standard Form CPES for each sub-consultant.
- (2) Engineering firms are limited to submitting as either a prime or as a sub-consultant. **If a firm submits as a prime and as a sub-consultant for this project, all Qualification Statements that the firm is associated with will be rejected.**

The engineering expertise requirements for the project are identified in SECTION B, Project Description and Design Memorandum, which includes a listing of services that may be performed by either the prime consultant or designated sub-consultants. Neither the Parish, nor the Selection Board places limitations on any discipline being included as sub-consultant on multiple responses.

- (3) All Consulting Engineering Firms shall be registered with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors, in accordance with LA RS 37:689. A copy of the current Certificate of Registration shall be attached to each Statement of Qualification (Standard Form CPES). **Failure to be registered in good standing with the aforementioned Board will result in the Qualification Statement being rejected.**
- (4) The members of the Engineer and Surveyor Selection Board request that the Consultant submit Form CPES (dated Rev. 03/12/20) only. All other attachments or embellishments shall be excluded. **All sub-consultants/associates' Form CPES must be attached to the prime firm's Form CPES. Your co-operation with this request will be appreciated.**
- (5) The members of the Engineer's and Surveyor 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 shall extend from the date of public notice to the completion of the selection.

STANDARD FORM CPES Engineer & Surveyor Selection Board Services	1a. Official Name of Firm (Indicate if Prime _____ or Sub-Consultant _____)	Select all that Apply: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB	1c. Name and Identification of Project on Which Submitting:
	1b. Official Address of Office Performing the Work		

2a. Name, Title, La. Reg. No., Telephone No., and Email of Principal to Contact (Must be same person certifying Item 2b).	2b. I certify that the following information is accurate and complete to the best of my knowledge. Signature: _____ Date: _____
--	---

2c. Firm's LA Registration Number and Date Granted (NOTE: Attach the Firm's Registration Certification Card(s))

2d. East Baton Rouge Parish Current Occupational License Number

3. Personnel by Discipline (List persons, who are located at the primary work location identified in 1b). only once, by primary function.

___ Administrative	___ Electrical Engineers	___ Landscape Architects	___ Survey Chainmen
___ Architects	___ Engineer-In-Training	___ Land Surveyor-In-Training	___ Survey Party Chief
___ Civil Engineers	___ Environmental Engineers	___ Mechanical Engineers	___ Survey Rodmen
___ Construction Inspectors	___ Estimators	___ Professional Land Surveyors	___ Transportation Engineers
___ Draftsmen	___ Geologists	___ Sanitary Engineers	_____
___ Designer/Technician	___ Geotechnical Engineers	___ Specification Writers	_____
___ Ecologists	___ Hydrologists	___ Structural Engineers	___ Total Personnel

4. Indicate the percentage of the total project that the prime firm will perform. The Prime firm's percentage of work may be less than 50% but must be greater than any other team member percentage.

5. All Subconsultants/Associates listed for this Project must attach a completed CPES Form. An Outside Key Subconsultant/Associate not listed here may be utilized on this Project only after obtaining written concurrence from the Department Director or the User Agency Head, as applicable.

Name and Address	Specific Responsibilities and Scope of Work On This Project	Approximate % of Work This Project	Worked With Prime Before (Yes or No)	Select All That Apply:
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VOB

6. Project Organization Chart. Identify the proposed project personnel and their responsibilities for this project. Include subconsultants if appropriate. Organization Chart must clearly identify project personnel that are not permanently located at the address identified in 1b.

7. Brief Resume of Engineer Principal, Key Persons, Specialists [that are expected to participate on this project.](#) These must be employed and work at the official address listed (Item 1b) or clearly identify alternate work location.

a. Name and Title

a. Name and Title

b. Position or Assignment For This Project

b. Position or Assignment For This Project

c. Years Professional Experience
With This Firm Other Firms

c. Years Professional Experience
With This Firm Other Firms

d. Active Registration: Year First Registered/Discipline or Applicable
Certifications For Inspectors

d. Active Registration: Year First Registered/Discipline or Applicable
Certifications For Inspectors

e. Specific Experience and Qualifications Relevant To This Project

e. Specific Experience and Qualifications Relevant To This Project

8. List five largest current projects under Contract (under contract negotiations, or projects that your firm has been selected for by Federal, State or Parish agencies) that are being (or will be) performed at the official address listed (Item 1b).

a. Project Type or Name <u>Project Description and Name of Engineer in Responsible Charge, Client Including Contact Person and Phone Number</u>	b. Nature of Responsibility of Firm	c. Actual (A) or Estimated (E) Fee	d. Current Status or Percent Complete	e. Actual (A) or Estimated (E) Completion Date of Contract
1.				
2.				
3.				
4.				
5.				

9. List all projects your firm has performed at the official address listed (Item 1b) within the past 10 years that are similar or comparable to the proposed project.

a. Project Type or Name <u>Project Description and Name of Engineer in Responsible Charge, Client Including Contact Person and Phone Number</u>	b. Nature of Responsibility of Firm	c. Actual (A) or Estimated (E) Fee	d. Current Status or Percent Complete	e. Actual (A) or Estimated (E) Completion Date of Contract
1.				
2.				
3.				
4.				
5.				
6.				
7.				

10. List all City-Parish Projects which have been awarded to applicant as a prime consultant during the past three (3) years.

a. Project Type or Name <u>Project Description and Name of Engineer in Responsible Charge. Client Including Contact Person and Phone Number</u>	b. Nature of Responsibility of Firm	c. Actual (A) or Estimated (E) Fee	d. Current Status or Percent <u>Complete</u>	e. Actual (A) or Estimated (E) Completion Date <u>of Contract</u>

11. Use this space to best illustrate qualifications of this firm to perform this project, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to the various items specified in the Request For Qualifications Evaluation Criteria (Section "C") and the stated scope of work should be included. A maximum of three (3) additional sheets may be utilized to answer this question. All other attachments not specifically requested or embellishments shall be excluded.

SECTION E
SAMPLE CONTRACT
(FOR INFORMATION PURPOSES AND SUBJECT TO CHANGE)

CONSULTING SERVICES AGREEMENT
A.I.P. NO. 3-22-0006-
STATE PROJECT NO. H.XXXXXX
EAST BATON ROUGE PARISH

This Agreement, made and entered into this _____ day of _____, 20__, by and between the PARISH OF EAST BATON ROUGE AND THE GREATER BATON ROUGE AIRPORT DISTRICT, hereinafter called the Owner, acting by and through the MAYOR PRESIDENT, Sharon Weston Brooms, who is duly authorized to act for and in behalf of said Owner, and _____, hereinafter called the Consultant.

WITNESSETH: That;

WHEREAS, the Owner proposes, in concert with the Louisiana Department of Transportation and Development, hereinafter called DOTD, to _____, hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DOTD, desires to obtain professional services for _____, in connection with said Project; and

WHEREAS, the Consultant is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DOTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
EMPLOYMENT OF CONSULTANT

1.1 The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Consultant compensation as stated in the sections to follow.

1.2 The Consultant agrees to proceed upon written authorization by the Owner and DOTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

ARTICLE 2
PROJECT IDENTIFICATION

2.1 The project covered by this Agreement shall consist generally of

2.2 State Project No. H.XXXXXXX and FAA Project No. A.I.P. 3.22-0006-__ have been assigned to this Agreement to identify preliminary costs. All invoices, progress reports, correspondence, etc., required in connection with this Agreement shall be identified with these project numbers.

**ARTICLE 3
CHARACTER AND EXTENT OF BASIC SERVICES**

3.1 GENERAL

3.1.1 The Consultant shall render the professional services necessary for the development of the Project in accordance with DOTD and FAA requirements. These services will include serving as the Owner 's professional representative for the Project and providing professional consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase I:	Preliminary Phase
Phase II:	Design Phase
Phase III:	Construction Phase

3.1.2 The phases are described more specifically as follows:

3.2 PHASE I - PRELIMINARY PHASE

3.2.1 Attend preliminary conferences with the Owner, the DOTD, the FAA and other interested parties to review available data and to clarify and define the requirements of the Project.

3.2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

3.2.3 Prepare a preliminary report on the Project in sufficient detail to indicate generally the problems involved and the alternative solutions available to the Owner, to include preliminary layouts and cost estimates for the Project, and to set forth clearly the Consultant's recommendations. Furnish the Owner with five copies of the report.

3.2.4 Update the existing Airport Layout Plan (ALP) and the Airport Security Layout Plan if the project affects the Air Operations Area (AOA) as necessary. This update of the existing Airport Layout Plan (ALP) shall be accomplished utilizing "Autocad Ver. 12.0". If complete redrawing is required, the Consultant will be compensated in accordance with the provisions for Contract Changes. Furnish the Owner with fifteen blackline copies of the Airport Layout Plan and an updated copy on 3½" disk.

3.2.5 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

3.2.6 Establish the scope of any special soils and foundation investigations or any special surveys, boundary surveys or special tests which, in the opinion of the Consultant, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3.3 PHASE II - DESIGN PHASE

3.3.1 Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.3.2 Prepare detailed plans, specifications, contract documents and cost estimates. For wheel loads up to 30,000 pounds, the design and specifications shall be in accordance with Louisiana General Aviation Specification Workbook, current edition.

3.3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.3.4 Furnish the Owner _____ copies of the plans, specifications, contract documents and estimates for final review by the Owner and approving authorities.

3.3.5 Make revisions to the plans, specifications, contract documents and estimates as may be required after final review by the Owner and approving authorities. Plans shall be prepared on Mylar or vellum of the highest quality.

3.3.6 Provide the Owner with _____ copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications and contract documents, requested by the Owner in writing, in excess of the specified number will be paid for under the provisions for Contract Changes.

3.4 PHASE III - CONSTRUCTION PHASE

3.4.1 Assist the Owner in the advertising of the Project for bids. Furnish a tabulation and analysis of bids received including Disadvantaged Business Enterprise (DBE) participation and make recommendations to the Owner for award of construction contracts.

3.4.2 Conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers.

3.4.3 Assist the Owner in the preparation and execution of formal contract documents for the construction contracts.

3.4.4 Attend and prepare a record of, a preconstruction conference with representatives of the Owner, the DOTD, the FAA, the contractors and other interested parties.

3.4.5 Perform the necessary field surveys for establishing horizontal and vertical controls for the use of the contractors during the performance of the construction.

3.4.6 Make periodic visits to the site (as distinguished from the continuous services of a resident project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. These periodic visits shall be made a minimum of once each _____. In the performance of these services, the Consultant shall endeavor to protect the Owner against defects and deficiencies in the work of the contractors, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of the construction operations or for any safety measures the contractors take or should take.

3.4.7 Consult with and advise the Owner, issue all instructions to the contractors as may be requested by the Owner; and prepare routine change orders as required.

3.4.8 Review samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data submitted by the contractor, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents.

3.4.9 Prepare and/or verify any periodic and final estimates for payments to the contractors, and furnish the Owner any necessary certifications, as to payments to contractors and suppliers, weekly contractor payrolls, DBE participation forms; assemble written guarantees and operating manuals for equipment installed under the Project for delivery to the Owner.

3.4.10 Observe initial operation of the Project, or of performance tests required by the specifications.

3.4.11 Conduct, in the company of the Owner, the DOTD, and the FAA, a final inspection of the Project for conformance with the design concept of the Project and compliance with the contract documents, and approve, in writing, final payment to the contractors.

3.4.12 Revise contract drawings with the assistance of the resident project representative to show the work as actually constructed. Furnish ____ sets of the record plans and one set of mylar reproducibles. Diazo or ammonia type plastic film sepia reproductions will not be acceptable. In addition, the record "As-Built" drawings will be supplied in "Autocad Ver. 14.0 on 3½" disk.

3.4.13 Conduct an inspection of the Project prior to the expiration of any warranty period and advise the Owner of any recommended action, if any, to be taken under the terms of any warranty.

ARTICLE 4

SPECIAL SERVICES

4.1 GENERAL

4.1.1 The professional services set forth in this article are not included as a part of the basic services to be provided under Article 3. In the event that the following Special Services of the Consultant are required, compensation for such services will be provided as a Contract Change. No Special Services shall be performed by the Consultant unless authorized in writing by the Owner and DOTD.

4.2 SPECIAL SERVICES

4.2.1 Services of a resident project representative, and other field personnel as required, for continuous on-site observation of the construction and, if required, for detailed construction layout surveys.

4.2.2 Boundary, land and right-of-way surveys, establishment of monuments and related office computations and drafting.

4.2.3 Preparation of property or easement descriptions and related drawings.

4.2.4 Assistance to the Owner as an expert witness in any litigation with third parties arising from the development or construction of the Project.

4.2.5 Appearance before regulatory agencies beyond that normally required under the Basic Services, when authorized by the Owner.

4.2.6 Preparation of Environmental Impact Assessment Reports and assistance to the Owner in preparing for, and attending, public hearings.

4.2.7 Preparation of a preapplication for federal assistance including such supporting documentation as may be necessary. Preparation of applications for government grants or advances.

4.2.8 Detailed mill, shop and/or laboratory inspection of materials or equipment.

4.2.9 Additional copies of reports, plans, specifications and documents above the number specified to be furnished under the Basic Services.

4.2.10 Travel and subsistence for the Consultant and his staff beyond that normally required under the Basic Services, when authorized by the Owner.

4.2.11 Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.

4.2.12 Actual performance of soils and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

4.2.13 Extensive revision of contract drawings after a definite plan has been approved by the Owner.

4.2.14 Preparation of a new Airport Layout Plan for an existing airport.

4.2.15 Preparation of feasibility or rate-making studies.

4.2.16 Any other services required for the Project, authorized in writing by the Owner, and not otherwise provided for in this agreement.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

5.1 In addition to any services previously indicated to be performed by the Owner at no cost to the Consultant, the Owner will furnish without charge, the following services and data.

5.2 Provide all criteria and full information as to the Owner 's requirements for the Project, including, but not limited to, design objectives and constraints, capacity and performance requirements and budgetary constraints; furnish copies of all design and construction standards which the Owner will require to be used for the Project.

5.3 Assist the Consultant by placing at his disposal all available plans, specifications, maps, field notes, previous reports, statistics and other data in the Owner 's possession relative to the existing facilities and to the Project.

5.4 Furnish the Consultant, as required for the performance of the Consultant's services, any data that may have been prepared by or services performed by others including, but not limited to, soils and foundation investigations, boundary and right-of-way surveys and Environmental Impact Assessment reports, as appropriate.

5.5 Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform the services under this Agreement.

5.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

5.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project.

5.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project; such legal services as the Owner may require or the Consultant may reasonably recommend with regard to legal issues pertaining to the Project, including any that may be raised by contractors; such auditing service as the Owner may require to ascertain how and for what purpose any contractor has used the monies paid to him under the construction contract; and such inspection services as the Owner may require to ascertain that contractors are complying with any law, rule, or regulation applicable to their performance of the work.

5.9 Designate in writing a person to act as the Owner 's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information and to interpret and define the Owner 's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.

5.10 Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect in the work of the contractors.

5.11 Furnish, or direct the Consultant to provide, necessary Special Services or other services as required.

ARTICLE 6 GENERAL REQUIREMENTS

6.1 It is the intent of this Agreement that, with the exception of the data specifically listed to be furnished by the Owner, the Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to fully develop and implement the Preliminary Phase. All items required to accomplish these results, whether or not specifically mentioned in this Agreement, are to be furnished at a cost not to exceed the maximum amount established by this Agreement.

6.2 It is understood that the preparation of preliminary and final plans, specifications, estimates and all other work required of the Consultant under this Agreement shall be performed to the satisfaction and approval of the Owner and DOTD. Errors and omissions in plans discovered subsequent to final acceptance by the Owner and DOTD shall be corrected by the Consultant without additional compensation.

6.3 Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Owner for subsequent submittal to the DOTD a proposed progress schedule in the form of a bar chart, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this chart shall be arranged so the actual progress can be shown as the items of work are accomplished. This schedule shall be in a form and arrangement and include data approved by the Owner and DOTD. It shall be revised monthly and submitted with other monthly data required. One original and two copies of this schedule shall be submitted.

ARTICLE 7

COMPENSATION

7.1 Compensation to the Consultant for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase I-	Preliminary Phase	\$
Phase II-	Design Phase	\$
Phase II-	Construction Administration	\$

Compensation for Phase III, Construction Phase Services, shall be covered by a Supplemental Agreement to this contract. Several variables, including construction time, will be better defined during the Preliminary and Design Phases of the project.

7.2 In summary, the total lump sum fee that will be paid to the Consultant under the terms of this Agreement is \$_____ payable in monthly installments as specified under "Payment". The fee to be paid herein under each phase and/or part shall not be combined with other phases and/or parts and shall remain separate and apart. The Consultant shall not charge time on one phase and/or part while performing work on another phase and/or part.

ARTICLE 8

PAYMENT

8.1 Payments to the Consultant for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimated percentages for each Phase, and shall be of a form and with a division of items as approved by the Owner and DOTD. All payments shall include a report identifying DBE participation. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the Federal Aviation Regulation (FAR) as appropriate.

8.2 The monthly invoice reflecting the amount and value of work accomplished to the date of such submission shall be submitted to the Owner. The retainage will be released following completion of the work for each phase or upon written authorization of the Owner and DOTD. The invoice shall also show the total of previous payments on account of this Agreement, and the amount due and payable as of the date of the current invoice.

8.3 The original and five copies of the invoice shall be submitted to the Owner. The invoice must be signed by a principal member of the Consultant's firm.

8.4 Upon receipt and approval of each invoice, the Owner shall pay the amount shown to be due and payable within ____ days.

ARTICLE 9

PERIOD OF SERVICE

9.1 The services to be performed _____ shall be commenced after execution of this Agreement and promptly upon receipt of written notice from the Owner and DOTD to proceed and shall be completed within _____ days following date of notice to proceed.

9.2 The work to be performed under any remaining Phases shall be activated by letter of authorization from the Owner and DOTD, addressed and delivered to the Consultant.

ARTICLE 10
CONTRACT CHANGES

10.1 Minor revisions in the described work will be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the fee computation. If the Owner and DOTD require more substantial revisions or additional work which the Consultant believes to warrant additional compensation, the Consultant will notify the Owner and DOTD in writing within thirty days of being instructed to perform such work. If Owner and DOTD agree that the required work is extra and warrants additional compensation, the Agreement will be changed by one of the following methods:

10.1.1 Extra Work Letter: An Extra Work Letter may be issued for extra work that does not constitute a change in scope, and for which the estimated fee plus the fee for all previous Extra Work Letters does not exceed 10% of the original Agreement fees. Extra Work Letters will be issued by the Owner and DOTD. All Extra Work Letters requiring federal funding shall be approved by FAA prior to issuance. Upon completion of the project, all extra work letters shall be combined and formally incorporated into the contract by a Supplemental Agreement.

10.1.2 Supplemental Agreement: A Supplemental Agreement will be required when the extra work represents a change in the original scope of the Agreement, or when the estimated fee for the extra work plus the fee for all previous Extra Work Letters exceeds 10% of the original Agreement fees.

10.2 The Consultant shall not commence any extra work requiring extra compensation until one of the Agreement changes described above has been executed and authority to proceed has been given by the Owner and DOTD.

10.3 Specific hourly rates of compensation for each class of employee for work authorized by Extra Work Letter are shown below. The rates include consideration for direct salary costs, indirect salary costs, indirect non-salary costs, and profit. Required travel, subsistence, and other direct non-salary costs will be included in the fee.

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Draftsman	\$
Technician	\$
Pre-Professional	\$
Professional	\$
Supervisor	\$

Principal

\$

ARTICLE 11

OWNERSHIP OF DOCUMENTS

11.1 All data collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become and be the property of the Owner and the Owner shall not be restricted in any way whatever in its use of such material. The Consultant shall maintain a record copy of all such data available for review for a period of at least 3 years.

11.2 No public news releases, technical papers or presentations concerning this project may be made without the prior written approval of the Owner.

ARTICLE 12 INSURANCE

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

- (a) Workmen's Compensation, Statutory Limits, and Employer's Liability Insurance covering all employees engaged in service hereunder. Employer's liability coverage shall be at least \$100,000 aggregate.
- (b) Public Liability and, for each and every motor vehicle used in performance hereunder, Automotive Public Liability, in amounts not less than \$500,000 for one person and \$1,000,000 for any one accident or \$1,000,000 single limit inclusive of bodily injury and property damage liability coverage.
- (c) Professional Liability Insurance covering errors and omissions in an amount of not less than \$1,000,000 subject only to deductible of \$100,000.

12.2 Certificates of Insurance shall be furnished the PARISH and shall provide that insurance shall not be canceled without thirty (30) days prior written notice to PARISH. The PARISH, on request, may examine the policies. The following shall be named as additional insured under all policies of insurance:

The City of Baton Rouge
The PARISH of East Baton Rouge

ARTICLE 13

DELAYS AND EXTENSIONS

13.1 The Consultant will be given an extension of time for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies. If, at any time, the contract time plus any delays, is or will be exceeded by twelve months due to delays beyond the Consultant's control or for those caused by tardy approvals of work in progress by various official agencies, this will be cause for review of contract fees. If, in the opinion of the Owner and DOTD, circumstances indicate a need for additional compensation, the fees stipulated herein for work accomplished after the delay period will be addressed. Subsequent phases will also be considered as delayed. It will be the responsibility of the Consultant to request additional compensation promptly in writing and no fee adjustment will be made for work performed prior to such request.

ARTICLE 14

PROSECUTION OF WORK

14.1 General: The Consultant shall provide sufficient materials, equipment, and personnel to guarantee completion of the project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, the Consultant shall take immediate steps to restore satisfactory progress without additional compensation.

14.2 Certification: Based on his certification to the Owner that his design meets applicable FAA statutory and administrative requirements, the Consultant shall recommend that the Owner proceed with certification of the design to the FAA and upon authorization from FAA proceed to obtain bids for the work.

ARTICLE 15

RECORDS AND ACCESS TO RECORDS

15.1 The Consultant and their subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project in accordance with 48 CFR 31 of the Federal Aviation Regulation and shall make such material available at their respective offices at all reasonable times during the Agreement period. Such records shall be retained until such time as an audit is made by the DOTD or the Consultant is released in writing by DOTD's internal Auditor, at which time the Consultant may dispose of such records. The Consultant shall however, retain such records for a minimum of three years from the date of release of all retainage under this Agreement, for inspection, audit examination, excerpts and transcriptions by the DOTD and/or Legislative Auditor, the FAA, the Inspector General of the US DOT, the Owner, the Comptroller General of the United States, or the General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE 16

TERMINATION OR SUSPENSION

16.1 The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Owner and DOTD and all payments required to be made to the Consultant have been made; but, this Agreement may be terminated under any or all of the following conditions:

16.1.1 By mutual agreement and consent of the parties hereto.

16.1.2 By the Owner as a consequence of the failure of the Consultant to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Consultant.

16.1.3 By either party upon failure of the other party to fulfill their obligations as set forth in this Agreement.

16.1.4 By the Owner due to the departure for whatever reason of any principal member or members of the Consultant's firm.

16.1.5 By satisfactory completion of all services and obligations described herein.

16.1.6 By the Owner by giving thirty days notice to the Consultant in writing and paying fees due for completed work.

16.2 Upon termination the Consultant shall deliver to the Owner all plans and records of the work compiled to the date of termination and the Owner shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

16.3 Should the Owner desire to suspend the work, but not definitely terminate the Agreement, this may be done by thirty days notice given by the Owner in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the Owner of thirty days notice in writing to that effect.

ARTICLE 17

PUBLIC LIABILITY

17.1 The Consultant shall indemnify and save harmless the Owner and DOTD against any and all claims, demands, suits, judgments of sums of money, to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Consultant, their agents, servants or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

ARTICLE 18

CLAIM FOR LIENS

18.1 The Consultant shall hold the Owner harmless from any and all claims for liens for labor, services or material furnished to the Consultant in connection with the performance of their obligations under this Agreement.

**ARTICLE 19
COMPLIANCE WITH LAWS**

19.1 The Consultant shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Agreement. Specific reference is made to Act No. 73 of 1950 of the State of Louisiana, an act to regulate the practices of engineering and land surveying.

**ARTICLE 20
SUCCESSORS AND ASSIGNS**

20.1 The Owner and the Consultant each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

ARTICLE 21

ENDORSEMENT OF PLANS

21.1 The Consultant shall endorse all plans prepared by them in the manner required by the DOTD, the Owner, and the State of Louisiana in accordance with LA R.S. 37:696 and LAC 46:LXI.1701.

**ARTICLE 22
TAX RESPONSIBILITY**

22.1 The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Agreement shall be his obligation.

**ARTICLE 23
VENUE AND DISPUTES**

23.1 Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall be in East Baton Rouge Parish.

23.2 Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the Owner and DOTD for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE 24

PROGRESS INSPECTIONS

24.1 During the progress of the work, representatives of the Owner, DOTD, and other interested parties when so named herein shall have the right to examine the work and may confer with the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work for the Owner and/or DOTD inspection. The Consultant shall confer with the Owner and DOTD and such other parties and from time to time may submit sketches illustrating significant features of the work for interim approval.

ARTICLE 25 COVENANT AGAINST CONTINGENT FEES

25.1 The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the DOTD and/or the Owner shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 26 SUBLETTING, ASSIGNMENT OR TRANSFER

26.1 This Agreement, or any portion thereof, shall not be transferred, assigned or sublet without the prior written assent of the Owner and DOTD. In the event the Consultant does elect to sublet any of the services required under this Agreement, they must take affirmative steps to utilize small business and disadvantage/women owned business sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

26.1.1 Including qualified small and disadvantaged/women businesses on solicitation lists.

26.1.2 Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.

26.1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and disadvantaged/women business participation.

26.1.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small and disadvantaged/women businesses.

26.1.5 Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

26.1.6 Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

ARTICLE 27
RIGHT TO AUDIT

27.1 This agreement shall permit the authorized representative of the Baton Rouge Metropolitan Airport District/Owner to periodically inspect and audit all data and records of the consultant relating to the consultant's performance under this agreement.

ARTICLE 28
NONDISCRIMINATION

28.1 The Consultant with regard to the work performed by it during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases or equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by law including employment practices.

ARTICLE 29
ANTI-KICKBACK

29.1 Salaries of architects, draftsmen, technical staff, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (Title 18 U.S.A. , Section 874) and as supplemented in the Department of Labor Regulations (29 CFR, Part 3) The Consultant shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractor with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemption from the requirement thereof.

ARTICLE 30
30 DAY RIGHT TO CANCEL

30.1 Baton Rouge Metropolitan Airport District/Owner may terminate this contract by giving thirty (30) days advance written notice to consultant. In the event of the termination, the District will be liable to the consultant for only those services which have been rendered prior to the date of mailing of such notice.

ARTICLE 31
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

31.1 This Agreement is subject to the following special provisions.

31.2 The following Exhibits are attached to and made a part of this Agreement.

31.2.1 Exhibit A, "Contractor Contractual Requirements", consisting of 2 pages.

31.2.2 Exhibit B, "Further Description of Basic Engineering Services and Related Matters", consisting of __ pages.

31.2.3 Exhibit C, "Duties, Responsibilities and Limitations of Authority for Resident Project Representative", consisting of 5 pages.

This Agreement together with the Exhibits and Schedules identified above constitute the entire Agreement between the Owner and the Consultant and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE
ON BEHALF OF THE GREATER BATON ROUGE
METROPOLITAN AIRPORT DISTRICT**

By _____
Sharon Weston Broome
Mayor-President

CONSULTANT

By _____

Date: _____

Approved

Greater Baton Rouge Airport District

Approved as to form:

Office of the Parish Attorney