

**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL ENGINEERING SERVICES**

**SALES TAX STREET AND ROAD REHABILITATION PROGRAM
DESIGN, CONSTRUCTION SUPERVISION AND INSPECTION SERVICES**

Project No. 20-CE-ST-0101

R F Q No. 20-ES-DTD-019

PREPARED BY

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

October 2, 2020

TABLE OF CONTENTS

**SECTION A
PUBLIC NOTICE**

**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

To be published one time
Legal - Friday, October 2, 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 engineering and design for following project:

**SALES TAX STREET AND ROAD REHABILITATION PROGRAM
DESIGN, CONSTRUCTION SUPERVISION AND INSPECTION SERVICES**

Project No. 20-CE-ST-0101

R F Q No. 20-ES-DTD-019

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

One USB drive 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, October 22, 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.

Responding firms are advised that the City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. Firms are encouraged to include participation by minority, women, and/or veteran owned (MBE, WBE, VOB) enterprises as suppliers or sub-consultants.

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 October 29, 2020 so that they may review them and prepare for the selection meeting. The Selection Board will meet via the webinar conferencing tool on **November 5, 2020 at 4:00 PM** to select a firm, and two alternates, for the services advertised herein. To attend the meeting as an observer please register for the EBR Parish Engineer's Selection Board meeting at: <https://register.gotowebinar.com/register/6684176786060245774>

After registering, you will receive a confirmation email containing information about joining the webinar. You can attend via phone using an Audio Connection at:
United States (Toll Free): 1-877-309-2074 United States: 1-213-929-4221, Access Code: 883-517-906

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**

**FRED E. RAIFORD
DIRECTOR OF
TRANSPORTATION AND DRAINAGE**

SECTION B
PROJECT SUMMARY
AND
SCOPE OF SERVICES

1. PROJECT SUMMARY

The City of Baton Rouge, Parish of East Baton Rouge does not currently have sufficient resources in-house and therefore desires to hire a qualified engineering firm to provide professional services to provide for Construction Supervision and Inspection of projects to be constructed as part of the East Baton Rouge Parish Sales Tax Street and Road Rehabilitation Program.

The One-Half of One Percent General Sales and the Street/Road Rehabilitation Program were first authorized for a three year period from July 1, 1990 through June 30, 1993. Subsequently, it was re-authorized for three, five year extensions in 1993, 1997, and 2002. At this time the program sales tax and street rehabilitation program has been extended in conjunction with the Green Light Program from January 1, 2008 through December 31, 2030.

During the period from July 1, 1990 through December 31, 2019 a total of 575 street rehabilitation projects were completed. This includes four hundred forty (486) street/road projects totaling 1802 miles, forty-four (44) pavement marking projects, four (4) pavement saw-cut-and-boring projects for traffic signal loop detectors, one (1) shoulder rehabilitation project, four (4) bridge repair projects, and twenty-eight (32) crack sealing projects.

During the period from the program start in July, 1990 until the 2008 start of the Green Light Program all proceeds from the one half percent sales tax went to the rehabilitation program. With the commencement of the Green Light Program in 2008 funding for the rehabilitation program was reduced to 27 percent of the proceeds of the tax while three percent goes to the City's Beautification Program and the remaining 70 percent goes to the Green Light Road and Street Improvement Program. The 2021 Annual Operating Budget for East Baton Rouge Parish provides for an appropriation of \$11,615,790 to the operation of the Street/Road Rehabilitation Program.

A sample contract, which is based on the terms and conditions of the current program's agreement, is included as part of this request for qualifications. The sample contract provides for the selection of a firm to provide professional engineering and related services for a three year term which will be divided into three annual phases. The option to extend the contract for two additional annual phases by mutual agreement may extend these services two additional phases/years. Compensation for the firm's services will be established on an annual basis as the composition of each phase is developed.

2. SCOPE OF SERVICES

The selected firm will be expected to provide a team of personnel to assist the Department's project manager and staff members in the development of annual pavement preservation and rehabilitation projects and provide for field observation, inspection, and management of the construction activities. Specific requirements are set out in Article III of the sample contract.

The annual phases will be structured to include multiple construction contracts that will be developed to include a range of pavement treatment activities that will address the need to maximize the functional life of the roadways. The program projects will include preservation and rehabilitation treatments. Treatments include crack sealing and pavement surface treatments; joint cleaning, repair and sealing; base repair, overlays, milling, base and pavement reconstruction, curb and gutter repair, access ramp

installations and associated work. The phases will be structured to allocate funding in a systematic way to address the roadway inventory in an effort to maximize service life in a cost effective manner.

The City-Parish utilizes the PASER rating method to evaluate its roads and help identify future projects. The City-Parish has developed an ESRI based mobile “QuickCapture” program to help organize the data collected. The selected firm will be expected to aid the City-Parish with the ongoing collection of street condition data utilizing the PASER rating method and QuickCapture program. The team members are expected to become proficient in the PASAR rating method and will collect street condition data while performing activities associated with this program.

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"> • The location factor is based on the distance between the firm's office to the project site. The firm's office will be the location where the key staff and the majority of the personnel performing the work for the project are located. Scoring shall be based on a 1 point reduction for every 50 miles distance from the project site, i.e. 0 to 50 miles, 5 pts.; 51 to 100 miles, 4 pts. and so on. 	<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 his 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 USB Drive 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: _____
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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
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				<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 <u>Complete</u>	e. Actual (A) or Estimated (E) Completion Date <u>of Contract</u>
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)

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Account No. _____

Purchase Order No. _____

**STATE OF LOUISIANA
CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE**

CONTRACT FOR ENGINEERING SERVICES

CITY-PARISH PROJECT NO. 20-CE-ST-0101

SALES TAX STREET AND ROAD REHABILITATION PROGRAM

CONSTRUCTION SUPERVISION AND INSPECTION

EAST BATON ROUGE PARISH

THIS CONTRACT is made and entered into this _____ day of _____, 2020, by and between the City of Baton Rouge/Parish of East Baton Rouge, a political subdivision of the State of Louisiana, hereinafter referred to as the **City/Parish**, and _____, hereinafter referred to as **Consultant**;

The City/Parish proposes to improve certain roads and streets under the Sales Tax Street and Road Rehabilitation Program

The City/Parish, under authorization granted by Title 48 of Louisiana Revised Statutes, has elected to engage the Consultant for the purpose of expediting the project; and the Consultant agrees to perform the services described and for the conditions and fees stated in this Contract.

ARTICLE I - ENTIRE AGREEMENT

This Contract, together with Advertisement of RFQ No. 20-ES-DTD-019 and the Consultant's submitted response to the Advertisement, and any attachments and exhibits, are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in case of conflict in the terms of this agreement and the referenced documents, this Contract governs.

ARTICLE II - CONTRACT IDENTIFICATION

City/Parish Project No. 20-CE-ST-0101 has been assigned to this Contract to identify engineering costs. All invoices, progress reports, correspondence, etc., required in connection with this Contract shall be identified with the City of Baton Rouge/Parish of East Baton Rouge, the project title, and the project number.

ARTICLE III - SCOPE OF CONTRACT SERVICES

A. PERSONNEL AND DUTIES

1. The CONSULTANT shall furnish one (1) qualified Project Engineer who will supervise the inspectors, set up and maintain a record system to properly document the projects, enforce compliance with the plans and specifications,

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recommend and document any needed plan changes and perform all other functions assigned the Project Engineer by the contract, plans and specifications. The Project Engineer will perform his duties as directed by the Chief Design Engineer, Engineering Division, Department of Public Works, or his appointed representative, unless designated otherwise by the Director of Public Works.

The Project Engineer must be a registered Professional Engineer possessing a valid license to practice Civil Engineering issued by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and must maintain the license current for the duration of the contract. The Project Engineer shall have a minimum of fifteen (15) years of experience in the supervision of the construction of roads and streets. Such experience shall include at least ten (10) years of supervising multiple projects and multiple contractors at the same time. The Project Engineer shall have sufficient experience supervising City-Parish projects to be familiar with City-Parish Standard Specifications, Special Provisions and administrative procedures.

2. In addition, the CONSULTANT shall have available at least one additional Registered Professional Engineer qualified to act as Project Engineer during the temporary absence of the designated Project Engineer. Such backup engineer shall be thoroughly familiar with street and road construction methods and procedures, but need not have actual experience in directly supervising construction projects.

3. The CONSULTANT shall supply at least one Chief Inspector or Assistant Project Engineer to assist the Project Engineer in the performance of his duties, and to assist the Chief Design Engineer, or his designated representative, in field surveys to determine project quantities for projects in the current or future phases. The CONSULTANT shall furnish a suitable vehicle for use in such surveys.

4. The CONSULTANT shall also furnish qualified inspectors in sufficient numbers that one is present at all major work sites at all times the Contractors are working.

The paving inspectors on asphalt concrete overlay projects shall be certified in the area of asphalt concrete paving inspection. Paving inspectors for Portland Cement Concrete Pavement repair projects shall be certified in the area of PCC Pavement Construction. All certifications shall be by the Louisiana Department of Transportation and Development. Certifications shall be current at the time the inspector is assigned to a project and must be maintained current while the inspector is so assigned. The paving inspector shall also be qualified to inspect any other work required by the contract.

In order to meet this requirement it is anticipated that a minimum of two (2) Certified Portland Cement Concrete Paving Inspectors and two (2) to four (4) Certified Asphalt Concrete Paving Inspectors will be required. The CONSULTANT shall demonstrate the availability of the required number of personnel by payroll records, signed contracts or agreements, or by other means acceptable to the Chief Design Engineer before this contract is executed. Proof of the availability of personnel as required above does not relieve the CONSULTANT of the responsibility for providing sufficient qualified personnel if greater numbers are required.

The duties of the Certified Asphalt Concrete Paving Inspector in general shall be as follows: The certified paving inspector at the laydown phase of an asphalt concrete operation is responsible for the performance of surface tolerance testing, checking lane widths, and other grade and alignment checks, equipment checks, etc. The inspector must select sampling locations, observe the contractor's coring procedures, and label and identify samples for density testing. The paving inspector must keep a running count of the tonnage delivered to the jobsite from each production lot. He must also mark the beginning and ending limits of each lot as it is placed on the roadway. Continuous records of lot placement should be maintained in a field book. He must also check yield on a continuing basis during the project and calculate it for each portion of a lot delivered to the roadway. Beyond these duties, the inspector must also observe the appearance of the mat behind the paver and the rollers, the uniformity and acceptability of joint construction, and the performance of the paving train equipment. If mix related problems occur

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at the jobsite, the inspector must contact the plant inspector, so that adjustments can be made in the manufacturing process.

The Certified Concrete Paving Inspector will, in addition to overall supervision of the contractor's operations, identify the areas requiring rehabilitation, keep measurement (quantities) for pay, measure slump of P.C.C., make concrete cylinders for testing purposes, insure placement of load transfer devices as specified, insure a high quality smooth patch with proper densification (vibration) placed within the maximum time limits (for P.C.C.) specified and cured by application of the specified quantity of curing membrane or other material as permitted. The inspector must measure and approve the area to be paved prior to placement. In cases where forms are required, alignment and placement of forms must be approved as well as the tie bars and dowel assemblies. He must also insure that all ambient temperature limitations during placement and the curing period are complied with.

5. If necessary, the CONSULTANT shall furnish Scale Inspectors who shall observe the operation of the scale and the issuing of haul tickets when a manual scale is in use at an asphalt concrete plant.

B. TESTING

The CONSULTANT shall provide plant inspection and testing as shown below.

1. For Cement Stabilized Base Course

1. Density
2. Moisture Content
3. Thickness and width
4. Pulverization (Gradation)
5. Calculate and Check Portland cement Spread

2. Asphalt Concrete Mixtures

1. Fine and Coarse Sand (Visual Inspection)
2. Gravel (Visual Inspection)
3. Screenings (Visual Inspection)
4. Marshall Stability (Briquettes) (at Plant)
5. Asphalt Concrete Density (on roadway)
6. Surface Tolerance
7. Asphalt Cement (sample and save)

3. Portland Cement Concrete Pavement

1. Prepare Cylinders for Compression Tests
2. Slump
3. Surface Tolerance
4. Visual Inspection of Load Transfer Devices and Tie Bars
5. Joint Sealing Material (Determine that material is on Qualified Products List)
6. Curing Membrane (Determine that material is on Qualified Products List)

4. The CONSULTANT shall be capable of performing nuclear density tests. The CONSULTANT shall furnish satisfactory evidence that he has access to the necessary equipment, that he has qualified operators available and that operators have all necessary licenses and permits which are currently valid, and which they shall maintain current throughout the life of this contract.

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5. The CONSULTANT shall furnish one certified asphalt concrete plant inspector for each plant producing asphalt concrete for the projects being supervised. It is anticipated that two (2) or three (3) plants will be operating simultaneously.

The duties of the Certified Asphalt Concrete Plant Inspector in general shall be as follows: The certified inspector is responsible for ensuring that the contractor's certified technician performs all tasks required, for checking the contractor's quality control operation to ensure that it is in conformance with Department of Public Works requirements and ensuring that the asphaltic concrete product meets all Department of Public Works standards. The certified inspector is also responsible for ensuring that material samples required for testing are obtained in accordance with the sampling schedules, that all samples are representative of the material, and that such samples are submitted to the testing facility in a timely manner. Additionally, the certified inspector is responsible for acceptance tests on the product.

6. The CONSULTANT shall verify there is a qualified plant technician for each plant producing Portland Cement Concrete for the projects being supervised.

C. PROJECT ADMINISTRATION

1. The Project Engineer shall prepare and submit a weekly status report, work directives, plan changes, correspondence and other documents required for the proper control and documentation of the program and projects. (See Appendix A)
2. On projects involving traffic striping the Project Engineer will perform only administration and overall supervision of the project. Actual field inspection will be performed by City-Parish employees.

The Department of Public Works shall be the judge of the qualifications of personnel proposed by the CONSULTANT and reserves the right to reject any proposed personnel.

If, during the life of this contract, it becomes necessary to replace personnel initially proposed or to add additional personnel, the qualifications and requirements shown above shall apply to such additional or replacement personnel and each shall be approved by the Department of Public Works before assignment to work under this contract.

The CONSULTANT shall be well staffed with the required support services to assist the Project Engineer and field personnel in performance of their duties. Experienced Highway Engineers shall be available for consultation and assistance in order to solve problems, troubleshoot and expedite construction.

The Project Engineer, Chief Inspector(s) and all inspectors shall be equipped with mobile telephones.

ARTICLE IV - GENERAL REQUIREMENTS

In addition to the duties of specific personnel listed above, the CONSULTANT shall assist the Program Manager to evaluate new products, recommend revisions to the specifications, investigate failures and recommend remedial action, coordinate activities of utilities in locating and clearing conflicts with the construction projects, coordinate project activities with schools and others seriously impacted by project activities, receive, investigate and attempt to resolve complaints from the public, provide photographs for the Quarterly Report and process monthly estimates for active projects.

The CONSULTANT shall provide estimated quantities of crack sealing required in areas designated by the Chief Design Engineer.

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It is the intent of this contract that with the exception of the data specifically listed to be furnished by the Department of Public Works, the CONSULTANT shall, for the agreed fees, obtain all data and furnish all services and materials required to fully complete the project. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the CONSULTANT or their representatives at conferences and public hearings, are to be furnished at the expense of the CONSULTANT.

ARTICLE V - SERVICES TO BE PERFORMED BY THE PARISH

The parish will furnish the CONSULTANTS, without charge, the following services and data:

1. All plans, contract documents and design information pertaining to the construction projects to be supervised.
2. Access to a testing laboratory to perform such testing beyond that to be performed by the CONSULTANT as may be required by the Parish.

ARTICLE VI - CONTRACT TIME

This is a multi-year contract covering three phases of the Sales Tax Street and Road Rehabilitation Program shown below (Phase 18 through Phase 20) with the option to extend the contract two additional phases and two years if agreed upon. The services to be performed under this contract shall be commenced promptly by the CONSULTANT upon receipt of notice from the Chief Design Engineer, Engineering Division, Department of Public Works to proceed. A separate notice will be issued for each phase. The earliest date of a notice is shown in the table below as the **BEGINNING DATE**.

All services under a phase of this contract, except **Warranty** inspection, shall be completed on or before the **ENDING DATE** shown in the table below or thirty (30) days after the completion of the last assigned construction project, whichever occurs later, unless the phase is extended by written agreement.

Phase	Beginning Date	Ending Date
Phase 18	1/1/21	7/1/22
Phase 19	1/1/22	7/1/23
Phase 20	1/1/23	7/1/24
Phase 21	1/1/24	7/1/25
Phase 22	1/1/25	7/1/26

NO PHASE OF THIS CONTRACT SHALL BEGIN WITHOUT THE EXPLICIT APPROVAL OF THE METROPOLITAN COUNCIL, AND THE COUNCIL MAY CANCEL THIS CONTRACT AT THE END OF ANY PHASE AT ITS SOLE DISCRETION UNDER PROVISIONS OF ARTICLE XIV "TERMINATION OR SUSPENSION".

ARTICLE VII – SCOPE OF PHASE

Phase 18 of this contract covers projects on which bids are scheduled to be received within 2021.

ARTICLE VIII - COMPENSATION

The Parish shall pay and the CONSULTANT agrees to accept fees in full compensation for the engineering services to be performed under Phase 18 of this contract a sum not to exceed to be determined (tbd), computed as follows:

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1. For the CHIEF CONSTRUCTION AND MATERIALS ENGINEER for each hour actually worked directly on the project \$ tbd.
2. For the SPECIAL ASSIGNMENTS ENGINEER for each hour actually worked directly on the project: Actual cost plus overhead and profit or actual subcontract cost.
3. For the PROJECT ENGINEER for each hour \$ tbd.
4. For each SENIOR CHIEF INSPECTOR for each hour \$ tbd.
5. For each CHIEF INSPECTOR for each hour \$ tbd.
6. For each EIT INSPECTOR for each hour actually on the job \$ tbd PLUS \$ tbd each hour worked over forty (40) hours per week.
7. For each CERTIFIED ASPHALTIC CONCRETE PLANT INSPECTOR for each hour actually on the job \$52.05 PLUS \$61.55 for each hour worked over forty (40) hours per week.
8. For each CERTIFIED PAVING INSPECTOR (asphalt or Portland cement) for each hour actually on the job \$ tbd PLUS \$ tbd for each hour worked over forty (40) hours per week.
9. For each DATA PROCESSOR for each hour actually on the job \$ tbd PLUS \$ tbd for each hour worked over forty (40) hours per week.

The maximum compensation and personnel rates for each Phase shall be determined after the construction projects for the Phase have been defined and shall be incorporated into this contract by written agreement. The compensation shall be computed in the same manner as shown above. Compensation for each Phase must be approved by the Metropolitan Council and the Mayor-President.

Monthly invoices for engineering services furnished to date may be submitted by the CONSULTANTS and, subject to the approval of the Program Manager, Sales Tax Street and Road Rehabilitation Program will be paid, except that the total payment to the CONSULTANTS will not exceed that stated above.

ARTICLE IX - SUPERVISION

All engineering services are to be performed under the supervision of the Chief Design Engineer, Engineering Division, Department of Public Works, or his appointed representative, agent or representatives.

All services required hereunder will be performed by the CONSULTANT or under their 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.

No person who is serving sentence in a penal or correctional institution shall be employed or work under this contract.

ARTICLE X - NOTICE TO PROCEED WITH WORK

The CONSULTANT shall proceed with the execution of this contract upon direct order of the Chief Design

Engineer, Engineering Division, Department of Public Works.

ARTICLE XI - OWNERSHIP OF DOCUMENTS

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 City/Parish. The City/Parish shall not be restricted in any way whatever in its use of such material.

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

ARTICLE XII - DELAYS AND EXTENSIONS

The CONSULTANT will be given an extension of time for delays beyond its 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 for any individual Phase is or will be exceeded by twelve (12) 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 City/Parish, circumstances indicate a need for additional compensation, the fees stipulated herein for work accomplished after the delay period will be addressed. 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 XIII - PROSECUTION OF WORK

General - The CONSULTANT will provide sufficient resources to insure completion of the project in accordance with the project scope and within the contract time limit.

ARTICLE XIV - TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon the parties hereto until the work has been completed and accepted by the City-Parish and all payments required to be made to the CONSULTANT have been made. However, this Contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the City-Parish 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.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the City-Parish due to the departure for whatever reason of any principal member or members of the Consultant's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By City-Parish by giving thirty (30) calendar days notice to the CONSULTANT in writing and paying fees due for completed work.
7. By City-Parish at the end of any Phase.

Upon termination of this Contract, the CONSULTANT shall deliver to the City-Parish all plans and records of the work compiled to the date of termination. The City-Parish shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

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Should the City-Parish desire to suspend the work but not definitely terminate the contact, this may be done by thirty (30) days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt by the CONSULTANT from the City-Parish of thirty (30) days notice in writing to that effect.

ARTICLE XV - PUBLIC LIABILITY

The CONSULTANT shall indemnify and save harmless the City-Parish against any and all claims, demands, suits and 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, its agents, servants or employees while engaged upon or in connection with the services required or performed by the CONSULTANT hereunder.

ARTICLE XVI - CLAIM FOR LIENS

The CONSULTANT shall hold the City-Parish harmless from any and all claims for liens for labor, services or material furnished to the Consultant in connection with the performance of its obligations under this Contract.

ARTICLE XVII – CONSULTANT’S AND SUB-CONSULTANT’S INSURANCE

CONSULTANT and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. CONSULTANT shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best=s Key Rating Guide. CONSULTANT is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- B. Business Auto Policy

Any Auto, or Owned, Non-Owned & Hired:
Combined Single Limit \$300,000

- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer’s Liability Coverage.

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

- E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.

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

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

ARTICLE XVIII - COMPLIANCE WITH LAWS

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The CONSULTANT shall comply with all applicable Federal, State, and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract. 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 XIX - COMPLIANCE WITH CIVIL RIGHTS ACT

The CONSULTANT agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran=s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1972, and CONSULTANT agrees to abide by the requirements for the American with Disabilities Act of 1990.

CONSULTANT agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the CONSULTANT, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

ARTICLE XX - 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 Director of Public Works or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decision provided for in the foregoing sentence.

ARTICLE XXI - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has 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 Contract. For breach or violation of this warranty the City-Parish shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XXII - SUBLETTING, ASSIGNMENT OR TRANSFER

This Contract, or any portion thereof, shall not be transferred, assigned or sublet without the prior written consent of the City-Parish.

ARTICLE XXIII - RIGHT TO AUDIT

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

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ARTICLE XXIV - ENDORSEMENT OF PLANS

The CONSULTANT shall endorse all plans prepared by it in the manner required by the City-Parish.

ARTICLE XXV - SUB-CONSULTANTS

CONSULTANT shall not, except for the firms listed below, sub-contract any of the services covered by this contract nor assign any interest in this Contract or transfer any interest in same (whether by assignment or novation) without the prior written approval of the PARISH.

ARTICLE XXVI- SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties thereto.

ARTICLE XXVII - TAX RESPONSIBILITY

The CONSULTANT hereby agrees that the responsibility for payment of taxes on the payments received under this Contract shall be Consultant's obligation.

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:

CONSULTANT NAME

Witness for First Party

BY: _____

signatory's name and title

Federal Identification Number

STATE OF LOUISIANA
CITY OF BATON ROUGE/
PARISH OF EAST BATON ROUGE

Witness for Second Party

BY: _____
Melvin L. "Kip" Holden
Mayor-President

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A F F I D A V I T

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

who, first being duly sworn, did depose and say:

That he is an ENGINEER receiving value for services rendered in connection with the construction of ROAD AND STREET IMPROVEMENTS OF THE SALES TAX STREET AND ROAD REHABILITATION PROGRAM a public building or project of the City of Baton Rouge and/or Parish of East Baton Rouge, Louisiana; that neither he nor any member of his organization has employed any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he will receive payment, other than persons regularly employed by him whose services in connection with the construction, alteration or demolition of the public buildings or project or in securing the public contract were in the regular course of their duties for affiant; and that no part of the contract price to be received will be paid to any person, corporation, firm, association or other organization for soliciting or assisting in any manner whatsoever in securing 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 projects were in the regular course of their duties for affiant.

In addition, affiant further states that neither he nor his firm own any substantial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect, engineer or landscape architect has performed architectural, engineering or landscape architectural services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

That this affidavit is executed in compliance with the provisions of Revised Statutes 38:2219 and 38:2190.

Affiant's Signature

SWORN TO AND SUBSCRIBED BEFORE ME at _____, _____,
this _____ day of _____, 20____.

Notary Public