

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT



REQUEST FOR QUALIFICATIONS

FOR PROFESSIONAL SERVICES FOR ARCHITECTURAL DESIGN SERVICES FOR IMPROVEMENTS TO PARC INTERNATIONAL

PREPARED BY:

Lafayette Consolidated Government

PW Project # 1922

October 2022

NOTICE TO OFFERERS OF STATEMENTS OF QUALIFICATIONS

Notice is hereby given that sealed "Statement of Qualifications" will be received either electronically at <https://lcpprod-lm01.cloud.infor.com:1442/lmscm/SourcingSupplier/html/SourcingSupplier?csk.SupplierGroup=100&csk.CHP=lmscm> or in the office of the Purchasing Division at the Lafayette Consolidated Government Building, located at 705 West University Avenue, Lafayette, Louisiana, until **4:00 pm Central Time on the 13th day of December, 2022** for the following:

ARCHITECTURAL SERVICES FOR IMPROVEMENTS TO PARC INTERNATIONAL

and will, shortly thereafter, be opened and the NAMES ONLY read aloud in the Office of Purchasing located at 705 West University Avenue, Lafayette, LA. Statements received after the above specified time for opening shall not be considered and shall be returned unopened to the sender. Sealed statements may be hand carried or mailed to the address listed above. Due to social distancing practices in place in response to COVID-19 and limited meeting spaces, bidders are highly encouraged to call into the bid openings at the following phone number 337-291-5100.

In accordance with Louisiana RS 38:2212, vendors may submit their bid electronically at the website listed above. Biddings documents are available to view only at the website above. Vendors may request the bid package electronically from Tara Cazares at tczares@lafayettela.gov. Vendors wishing to submit their bid electronically must register online with Lafayette Consolidated Government, in order to establish an account. Vendors submitting bids electronically are required to provide the same documents as bidders submitting through the mail as soon as available.

Copies of the Request for Statement of Qualifications are available at the Purchasing Office located at 705 West University Avenue, Lafayette, LA 70506. Telephone number (337) 291-8071 (Attn: Tara Cazares). The requirements of the RFQ shall be available until twenty-four (24) hours before the bid opening date. Any request for information shall be in writing. Questions must be received on or before December 6, 2022 @ 5:00 PM CST via email to tczares@lafayettela.gov.

Contractors are requested to attend a non-mandatory pre-quotation meeting which will be held at 9:00 AM on December 1, 2022 in the large conference room, Lafayette Consolidated Government, Public Works Administration Building located at 1515 East University Avenue, Lafayette, LA.

No submitter may withdraw his RFQ for at least one hundred twenty (120) days after the time scheduled for the opening of RFQ's. Each submitter shall follow the instruction listed in the Notice regarding submittal of their RFQ's. Submitted RFQ's shall be good for 120 days.

RFQ's will be evaluated by the Purchaser based on the evaluation criteria outlined in the RFQ. Lafayette Consolidated Government reserves the right to reject any and all RFQ's or any portions thereof or to waive informalities that best suits its needs. The contract may incorporate some or all of the selected vendor's response. It is understood that the response will become a part of the official file on this matter without obligation to LCG.

Lafayette Consolidated Government strongly encourages the participation of DBEs (Disadvantaged Business Enterprise) in all contracts or procurements let by the Lafayette Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize DBEs business enterprises in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged business are available. Assistance in identifying said businesses may be obtained by calling 291-8410.

PURCHASING DIVISION
Lafayette Consolidated Government

PUBLISH DATES: 11-9-22, 11-13-22, 11-20-22
DPR # 956713
Affidavit of Publication

INTRODUCTION

Lafayette City-Parish Consolidated Government (LCG) is seeking statements of qualifications from professional design consultants to provide architectural design services (conceptual design to construction documents) for improvements to Parc International in Downtown Lafayette. The qualified firm will provide design services that incorporate creative concepts and strategies that provide feasible options for improvements based on analysis of the current and planned infrastructure, and industry best practices for similar venues in urban environments.

REQUEST FOR QUALIFICATIONS OVERVIEW

The intent of this Request for Qualifications (RFQ) is to obtain Statements of Qualifications (SOQs) in order to award a design and construction administration contract to the best qualified firm for professional services described herein. Lafayette Consolidated Governments (LCG) creates no obligations, expressed, or implied by issuing this RFQ or by receipt of any submissions pursuant hereto. Neither this RFQ nor any proposal submitted in response, hereto, is to be construed as a legal offer.

Responses to this RFQ will not result in a guaranteed contract award. No contract will be awarded without further discussion and negotiation. The award of any contract(s) as a result of this RFQ shall be at the sole discretion of LCG. LCG will not be responsible for any expenses incurred by any firm in preparing and submitting information in response to this request.

I. Confidential Information:

Respondents are advised that materials contained in their responses may be subject to the Public Information Act and after the execution of the contract, may be viewed and/or copied by any member of the public, including news agencies and competitors. The LCG will not determine any portions of the submittal to be confidential information.

II. Scope of Services and Projects:

The RFQ solicits statements of qualifications from architectural consultants to provide design services and construction documents for improvements to Parc International to support LCG and the Downtown Development Authority (DDA) in branding, placemaking and public realm enhancement efforts to promote and market the downtown area and improve existing public facilities. Construction documents must be completed no later than September 1, 2024 and construction of the project must be completed no later than December 31, 2026.

DDA consulted with urban parks experts and has defined a conceptual capital improvement plan for Parc International. DDA's recommendations are based on modernizing and improving the park and include addressing neglected maintenance items, making remedial upgrades, and executing capital improvements to attract more revenue-producing events to the district. Improvements include, but are not limited to, utilities; upgrades to existing facilities to modernize and make the venue more competitive with comparable venues; and landscaping and lighting design.

Project Limits:

Parc International (200 Garfield Street)

III. Terms:

Contract negotiations will be a subsequent process outside of the RFQ process. The successful respondent should anticipate executing a standard Professional Services Agreement, which is available from LCG, a sample of which is included in this RFQ (see Exhibit C).

IV. Response Submissions:

Please see **Exhibit “B”** for response format. Responses must be received no later than **4:00 PM CST on December 13, 2022** Responses received after **4:00 PM CST on such date will not be considered.** Faxed or e-mailed copies of responses will not be considered. The outside of the sealed package containing hard copies of responses should be clearly marked as follows: **“RESPONSE TO REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR “ARCHITECTURAL DESIGN SERVICES FOR IMPROVEMENTS TO PARC INTERNATIONAL”**

Any legal, administrative, technical, format, or project questions regarding this RFQ must be submitted to Tara Cazares at tcazares@lafayettela.gov or delivered to the Purchasing and Property Management Office located at 705 West University Avenue, Lafayette, LA 70506 no later than **December 6, 2022 at 5:00 PM CST.**

Inquiries must not be directed to any other staff members or any member of the Council, Public Works Staff, etc. Such action may disqualify the firm from further consideration. Firms may not rely upon verbal responses to any inquiry.

V. Coordination of Information for the RFQ:

Firms interested in providing these services to LCG should submit **a clearly marked original, five (5) hard copies, and one (1) digital PDF format file suitable for printing of their written response to:**

Tara Cazares
Purchasing and Property Management Office
705 West University Avenue, Lafayette, LA 70506

Note: Disks or USB drives containing digital files will not be returned.

Pre-Qualification Meeting

A Pre-Qualification Meeting will be held on **December 1, 2022** at **9:00 AM CST** in the large conference room, Public Works Department, Administration Building A, located at 1515 East University Avenue, Lafayette, Louisiana 70502 to respond to general questions relating to the request for qualifications.

VI. Selection and Evaluation Process:

The LCG Evaluation Team will review the responses in the following manner and process:

1. Each response will be evaluated on the basis of the Qualifications/Evaluation Criteria listed and scored in accordance with the scoring rubric in section VII.

2. At the discretion of LCG, the Evaluation Team may decide to conduct interviews from a short-list of respondents, if deemed appropriate. Interviews will be conducted to answer clarifying questions to assist LCG in better understanding the proposed approach.
3. The respondent determined to be most qualified and offers the best means of servicing the interests of LCG and its project requirements considering the evaluation may be recommended for approval to the LCG Administration.

VII. Qualifications/Evaluation Criteria:

Firms shall address the following in the SOQs:

1. **Expertise/Experience/Qualification of Key Personnel:**

Demonstrate experience of the Design Team’s ability to successfully complete the tasks listed in the Scope of Work. Provide key personnel qualifications proposed to be used on the project (including any sub-consultants).

2. **Project Approach:**

Demonstrate a thorough understanding of the project goals and outline appropriate controls for successfully accomplishing the Scope of Work. Detailed proposed plan of action, including but not limited to strategy, understanding of scope, technical requirements, and quality assurance control measures. Specifically describe (a) control of scope to meet the project deliverables (b) manage work processes to meet the project schedule; (c) manage risks; and (d) manage the budget.

3. **Technical Competence:**

Demonstrate technical abilities to successfully perform the tasks listed in the Scope of Work. Provide demonstrated performance and experience on previous or current projects of similar type, complexity, challenges and functionality. Information must relate to the Team’s overall abilities to accomplish the project scope. (preferably within the last three years).

4. **Schedule Plan:**

Demonstrate that the Team can meet the project schedule and has efficient and effective means in place to manage the progress of the Project. Provide plan and strategy for meeting the project schedule.

5. **Quality Assurance/Quality Control (QA/QC) Program and Plan:**

Demonstrate the Team’s ability to implement and manage QA/QC. Describe the approach to implementing and managing quality assurance and quality control throughout the Project. Providing a narrative, tables, and/or illustrations that address the QA/QC Process including resources/tools and coordination of quality, testing and corrective action process and procedures.

VIII. Other Information:

By submission of your RFQ in response to this announcement, you are certifying that neither your firm nor any individual associated with this procurement are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any federal, state, or local department or agency. Further, if such a debarment or suspension occurs during the course of the procurement, you shall so inform the LCG. The selected Team shall register with sam.gov prior to contract award. The table below is the scoring rubric that will be used to evaluate respondents.

Proposer:

Item	Criterion	Max. Value	Evaluator's Value %
A	Expertise/Experience/Qualification of Key Personnel. Demonstration of experience of the Team's ability to successfully complete the tasks listed in the Scope of Work.	25	
B	Project Approach. Demonstration of the approach and control appropriate for accomplishing the Scope of Work	30	
C	Technical Competence. Demonstration of technical abilities to perform the tasks listed in the Scope of Work	25	
D	Schedule Plan. Demonstration that the team can meet the project schedule and has efficient and effective means in place to manage the progress of the Project	10	
E	QA/QC Program and Plan. Demonstration of the Team's ability to implement an adequate QA/QC Program	10	
Total Score		100	

Special Notes/Justification:

EXHIBIT "A"
Map of project limits



EXHIBIT “B”
Statement of Qualifications Format

Executive Summary (2 pages):

The executive summary of the proposal shall be a maximum of two (2) 8” x 11-12” pages. Include items such as a cover letter, introduction, and/or a brief overview of your firm. Page maximums for following sections are also to be prepared on 8” x 11-12” pages.

Identifying Information (1 page):

The page following the Executive Summary should be **Exhibit “F - Required Response Form** provided in this RFQ or an exact replica of the form with signature, and must include the name, physical address of principal place of business, mailing address, telephone number, fax number, email, and general information of respondent’s primary contactperson.

Experience (Maximum 10 pages):

1. Provide all pertinent information describing your firm’s history, background, and experience. Provide the total number of years of experience providing planning and pre- design services.
2. Detail organizational capability and commitment providing respondent’s ability and overall understanding of requirements and scope of services for the projects listed in this RFQ.
3. Detail previous experience in providing services for other similar organizations and projects. Provide information and an example of 3-5 projects that were successful and why. Provide representative photographs, where appropriate. Provide information as to specific projects that may not have come in at or near budget.
4. Provide a minimum of three (3) verifiable references, with contact information, which the respondent has provided similar services to in the past three (3) years.
5. Provide a statement as to what projects the firm is currently working on and the date the respondent could be available to begin work on the project(s) listed in this RFQ.

Approach (Maximum 5 pages):

1. Provide a work plan (narrative or visual) of how your firm would approach the project(s) listed in this RFQ (beginning to end). Include an approach to working in existing corridors to limit disruption and/or damage to existing

urban infrastructure.

2. Interaction with other government and non-government agencies will be required. Provide information as to how you would coordinate with local municipal authorities, governmental agencies and utility companies to conduct negotiations to achieve maximum efficiency and continuity for the project.

Staff (Max 2 pages per resume):

1. Include resumes of the key personnel (Project Manager & Engineer of Record) that will be assigned to the project.
2. Include an organizational chart of the key personnel.
3. Include copies and evidence of appropriate State of Louisiana licenses and/or registrations (firm and individuals assigned to the project).
4. Clarify if all the work that is being proposed would be performed with in-house personnel or if any portion of the work will be sub-contracted to outside firm or personnel.

Insurance requirements:

1. Provide evidence of insurability. (See attached **Exhibit "G"**)
2. Provide evidence of Louisiana Worker's Compensation coverage.

EXHIBIT “C”
SAMPLE CONTRACT FOR ARCHITECTURAL SERVICES
FOR
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT
PUBLIC WORKS PROJECTS

THIS CONTRACT, (hereinafter referred to as the “Contract”) entered into on the dates noted below by and between

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, (hereinafter referred to as “Owner”) herein represented by its Mayor-President, Joshua S. Guillory, duly authorized by Section 3-09A(6) of the Home Rule Charter.

and

_____, a Louisiana corporation with its principal business offices at (ADDRESS) in Lafayette Parish, Louisiana (hereinafter referred to as “Architect”) herein represented by _____ its duly authorized President, as evidenced by a copy of a resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof as Exhibit “A”.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1 - EMPLOYMENT OF ARCHITECT

1.1 **Agreement.** Owner hereby engages Architect for performance of providing schematic design through Contract Documents, assist with the bidding process and provide contract administration services for (PROJECT) (hereinafter sometimes referred to as the “Project”); unless otherwise provided herein, such services are more particularly identified in Article 2 herein and also include **customary** structural, mechanical, civil, and electrical engineering services (hereinafter collectively referred to as “Services”) associated with the Project.

Architect also agrees to provide additional or extraordinary architectural services, which might result in connection with the Project. Additional or extraordinary architectural services are those services which result from a change in Services (pursuant to paragraph 2.4) or architectural services above and beyond those identified or defined as Services (hereinafter collectively referred to as “Additional Services”) as required for, or associated with, the Project and authorized by the Owner’s representative.

1.2 **Assignment.** It is understood and agreed that, upon signature of this Contract by all duly authorized parties, the Contract shall be fully in force, valid and binding (subject to the stipulations herein), and the Architect shall commence the performance of Services promptly upon receipt of a written notice and authorization to proceed issued by Owner for this Project requested hereunder (hereinafter sometimes referred to as “Assignment”).

- 1.3 Owner herein retains Architect to perform Services and Additional Services, if applicable, for a fee (hereinafter referred to as the “Fee”), as provided for in Article 3 of this Contract.

ARTICLE 2 - CHARACTER AND EXTENT OF SERVICES

The Architect will furnish the Services set forth below (or as otherwise provided herein) for the Project set out above in Article 1.

- 2.1 Procedure. After receipt of the Assignment from Owner, Architect shall, with respect thereto:
- (a) Consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to owner.
 - (b) The Architect shall coordinate its Services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
 - (c) As soon as practicable after the date of this Contract, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s Services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Assignment as set forth in Article 1. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Assignment. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary as the Assignment proceeds until the commencement of construction.
 - (d) Advise Owner as to the necessity and timing of data or services which are not part of Architect’s Services, and assist Owner in obtaining such data and services.
 - (e) Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions, which, in Architect’s judgment, efficiently meet Owner’s requirements.
 - (f) Prepare a report and two copies (hereinafter referred to as the “Report”), which contains, as appropriate, schematic layouts, sketches and conceptual design criteria (with appropriate exhibits to indicate the agreed-to requirements), considerations involved, and the alternate solutions available to Owner which Architect recommends. The Report will be accompanied by Architect’s opinion of Total Project Costs for each solution which is so recommended with each component

separately itemized, including but not limited to the following: (a) Opinion of Probable Construction Cost, (b) allowances for contingencies, (c) the estimated total costs of design, professional, and related Services provided by Architect, and (d) on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.

- (g) Architect shall accomplish the required Services in the time specified in the Assignment issued by the Owner.

2.2 Architect's Responsibilities as to Assignment.

Architect shall:

- (a) Confer with Owner. Confer with Owner, its authorized representative, and such other agencies, officials or parties as may be necessary to clearly define the magnitude and limits of Services necessary with regard to the Assignment.
- (b) Furnish Services. Furnish the services of all necessary competent architects, engineers, designers, draftsmen, and other personnel qualified in their respective fields, and provide adequate direction through registered architectural principals; Architect's responsibility for same being limited to ensuring that such Services are performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances at that time
- (c) Independent Consultant. With consent and approval from Owner, utilize an independent consultant/contractor to assist Architect with the Assignment.
- (d) Authorized Representative. Appoint one or more individuals who shall be authorized to act on behalf of Architect and with whom Owner may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon Architect as to all matters pertaining to this Contract and the performance of the parties hereunder.
- (e) Service. Perform Services in a professional manner and in accordance with normally accepted architectural practices.
- (f) Compliance with Laws. Comply with all applicable laws, ordinances, codes, rules, standards, and regulations in effect at the time any Services are performed. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Assignment. In designing the Project, the Architect shall respond to applicable design requirements imposed by such authorities having jurisdiction over the Project.
- (g) The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's Services.

- (h) The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Assignment. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Assignment.
- (i) The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Assignment, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Assignment.
- (j) Based on the Assignment's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Assignment components within the Owner's budget.
- (k) Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Assignment requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the size and character of the Assignment as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- (l) Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Assignment requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.
- (m) During the Development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Constructions and

Specifications may include bidding requirements and sample forms. The Architect shall provide the Owner with a digital copy of the completed plans and specifications.

- (n) Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.
- (o) The Architect shall assist the Owner in obtaining bids when the estimate of the Cost of Work exceeds \$250,000 or negotiate proposals when the estimate is less than \$250,000.
- (p) The Architect shall assist the Owner in the bidding of the Project by:
 - a. Reproduction of Bidding Documents (which consist of bidding requirements and proposed Contract Documents) for distribution to prospective bidders.
 - b. Distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders unless amended by owner.
 - c. Organizing and conducting a pre-bid conference for prospective bidders.
 - d. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of Bidding Documents to all prospective bidders in the form of addenda.
 - e. Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- (q) The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Architect shall prepare an issue all addenda in accordance with La R. S. 38:2212 as required to modify or clarify the Construction Documents. Items not included in the approved Program and/or items previously rejected or not approved shall not be included in the addendum without the Owner's approval.
- (r) After receipt of the bids, the Architect shall analyze the bids, investigate the information about the apparent low bidder, and make a written recommendation to the Owner to either award the Contract to the lowest responsible and responsible bidder or to reject all bids for cause as allowed by La. R. S. 38:2214.
- (s) The Architect shall provide administration of the Contract between the Owner and the Contractor.
- (t) The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the

Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work

- (u) Payment of Taxes. Have sole responsibility for the payment of all income based taxes applicable to the Architect hereunder (including withholding for same where applicable) and for all employment excise, use and other non-income based taxes, whether by the United States of America or any political subdivision thereof, including, but not limited to, a state, city, parish or other municipality.
- (v) The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- (w) No Authority to Contract. Have no authority or power to contract for or bind Owner in any manner.

2.3 Owner's Responsibilities.

At such times as may be required by Architect for the successful and expeditious completion of Services, Owner shall:

- (a) Provide Architect with all available information necessary for the completion of such Services; and
- (b) Appoint an employee, who shall be authorized to act on behalf of Owner, with whom Architect may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon Owner as to all matters pertaining to this Contract and the performance of the parties hereunder.
- (c) Furnish the services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- (d) Coordinate the services of its own consultants with those services provided by the Architect.

2.4 Change In Services.

Owner may initiate a change (in all or any portion of Services) by advising Architect in writing of any changes in the Services being or about to be performed that Owner believes to be necessary. As soon thereafter as practicable, Architect shall prepare and forward to

Owner a cost estimate of the proposed change, which shall include any applicable adjustment to the Schedule of Rates and Charges for Additional Engineering/Architectural/Land Surveying Services set forth in Exhibit “B” attached hereto. Owner shall advise Architect in writing of its approval or disapproval of the proposed change. If Owner approves said change, Architect shall perform the Services as modified by such change. The Services as modified shall constitute Additional Services. Architect may seek to initiate changes by advising Owner in writing that, in Architect’s opinion, a change is necessary. If Owner agrees, it shall advise Architect and, thereafter, the change shall be handled as if initiated by Owner. The parties shall amend Exhibit “B” with respect to any such agreed change.

ARTICLE 3 - COMPENSATION FOR SERVICES AND ADDITIONAL SERVICES

3.1 Computation of Fee. Owner shall pay Architect for the Services and Additional Services, if applicable, rendered under this Contract as follows:

- (a) Computation of Fee for Services. The Services will result in a single package of construction documents. The Owner shall pay, and the Architect shall accept, as full consideration for Services, a flat fee, which shall be computed by using the 2010 LCG Design Fee Curve of cost of actual construction plus a factor of 1.25 plus costs for additional consultants authorized by the Owner’s representative. The formula to determine the flat fee for Services is specified in Exhibit “D,” attached hereto.
- (b) Computation of Fee for Additional Services. The Owner shall pay, and the Architect shall accept as full consideration for Additional Services performed on the Project, a sum of the product of (1) cumulative hours charged to the Project by each class of Architect’s independent professional associates or consultants or Architect’s employees multiplied by (2) the Standard Hourly Rate per hour for each applicable billing class as identified and provided in Exhibit “B,” attached hereto.

Also, the Architect shall be entitled to Reimbursable Expenses (as hereinafter defined), if any, at actual cost, without mark-up.

- (c) Where the Fee for Services is based on a stipulated sum or percentage of the Cost of the Work [*i.e.*, as provided in 3.1(a)], the Fee for each phase of services shall be allotted as follows:
 - i. Schematic Design Phase, Fifteen Percent (15%) to be submitted within **30 days** of Notice to Proceed
 - ii. Design Development Phase, Twenty Percent (20%) to be submitted within **60 days** of the accepted Schematic Design
 - iii. Construction Document Phase, Forty Percent (40%) to be submitted within **30 days** of approved Design Development

- iv. Bidding Phase, Five Percent (5%) **45 days** from approval of Construction Document Phase
- v. Construction Phase, Twenty Percent (20%) **180 days** construction time

3.2 Other Provisions Concerning Payment.

Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by Architect or Architect's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: unless otherwise provided, transportation and subsistence incidental thereto (with prior approval); reproduction of reports, drawings, documents, and similar project related items; and if authorized in advance by Owner, overtime work requiring higher than regular rates if requested by Owner and not due to the fault of Architect. Invoices must be submitted with any reimbursable costs. Any approved travel expense shall be in accordance with LCG PPM-0120-4 and mileage rate equal to the IRS allowable reimbursable rate, as published in Publication 535 Business Expense, rounded down to the nearest whole cent. LCG shall not pay for reimbursement of alcohol, Alcohol reimbursement is strictly prohibitive.

ARTICLE 4 – TERM

- 4.1 Original Term. The original term of this Contract shall be for the duration of the Project/Assignment and such term shall commence upon the execution of the Contract by all parties, as provided by 1.2 hereof.
- 4.2 Early Termination. Architect does hereby grant to Owner the right to terminate this Contract and/or any particular Assignment at any time it so chooses. Should Owner choose to terminate this Contract for any reason, Architect shall deliver to the Owner all information pertaining to the Services and additional Services, if applicable, it is performing for the Owner at the time of such termination within five (5) working days of receipt of notice of such termination.
- 4.3 In the event of any termination of this Agreement, Architect shall only be compensated for services rendered up to the effective date of such termination. Under no circumstances shall Architect be entitled to any lost profit or fee for work not performed.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

Contemporaneous with the execution of this Contract, Architect and Owner shall each designate specific individuals as Architect's and Owner's representatives with respect to the services to be performed or furnished by Architect and responsibilities of Owner under this Contract and list them on Exhibit "C" hereto. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project/Assignment on behalf of their respective party.

ARTICLE 6 – GENERAL CONSIDERATIONS

- 6.1 Standard of Care. The standard of care for all Services performed or furnished by Architect under this Contract shall be the care and skill ordinarily used by members of Architect's profession practicing under similar circumstances at the same time and in the same locality.
- 6.2 Independent Contractor. Architect shall be an independent contractor of Owner and shall not be considered an employee of Owner for any purpose. All duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of Owner and Architect and not for the benefit of any other party. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Architect.
- 6.3 Payments to Architect. Invoices for Services (or for the Fee based on a stipulated sum or percentage of the Cost of the Work) shall be prepared in accordance with Architect's standard invoicing practices and will be submitted, along with required back-up or supporting documentation, to Owner by Architect in accordance with, and upon completion of each phase of services noted in, paragraph 3.1(c).

Invoices for Additional Services will be prepared in accordance with Architect's standard invoicing practices and will be submitted to Owner by Architect on a monthly basis, unless otherwise provided herein or agreed upon in writing by Owner.

All undisputed amounts on invoices are due and payable within thirty (30) days of receipt. If Owner fails to pay any undisputed amount to Architect for Services or Additional Services within thirty (30) days after receipt of Architect's invoice therefor, Architect may, after giving seven (7) days written notice to Owner, suspend all services under this Contract until Architect has been paid in full all undisputed amounts past due for Services or Additional Services.

ARTICLE 7 – INSURANCE REQUIREMENTS AND INDEMNIFICATION

- 7.1. Insurance Requirements. At all times during the term of this Contract, Architect shall procure and maintain in full force and effect insurance policies providing the following insurance coverage:
- (a) Standard Workmen's Compensation. This shall include Full Statutory Liability for the State of Louisiana, with Employer's Liability coverage of **\$1,000,000.00** minimum per occurrence, with waiver of subrogation in favor of Owner; and
 - (b) Commercial General Liability. This shall include insurance with limits of at least **\$1,000,000.00** per occurrence for Bodily Injury and Property Damage. At a minimum, the policy shall cover Premises Operations, Independent Contractors, Products and Completed Operations, and
 - (c) Business Automobile Liability Insurance. This shall include Business Automobile Liability Insurance with limits of at least **\$1,000,000.00** Combined Single Limit (CSL) for bodily injury and property damage per accident. If "Any Auto" coverage is carried, coverage for "Owned Auto," "Non-Owned Auto" and "Hired Auto" will not be required. If Architect does not own an automobile (vehicle) and an automobile

(vehicle) is utilized in the execution of this Contract, then “Hired” and “Non-Owned Auto” coverage is required; and

- (d) Professional Liability Insurance. This insurance shall cover all claims related to professional liability, malpractice, errors and omissions, and/or negligence, liability and/or fault of Architect while performing services on behalf of Owner pursuant to the terms of this Contract, with said insurance providing liability limits of no less than **\$1,000,000.00** per occurrence; and
- (e) Additional Insured. The Lafayette City-Parish Consolidated Government, its officials, employees and volunteers shall be named as additional insureds on the liability insurance policies; and
- (f) Waiver of Subrogation. A waiver of subrogation shall be provided in favor of the named additional insureds on the Worker’s Compensation insurance policy.
- (g) Certificates. An Accord Certificate of Insurance shall be furnished by Architect when this Contract is executed and shall provide for written notice to Owner thirty (30) days prior to cancellation or modification of any policy of insurance required hereunder.

7.2 Indemnification and Allocation of Risk.

To the fullest extent permitted by law, Architect shall indemnify, defend and hold harmless Owner, Owner’s officials, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and/or other professionals, and reasonable court, arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Architect or Architect’s officers, directors, partners, employees and/or consultants in the performance of Services and Additional Services under this Contract.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Mediation.

- (a) Claims, disputes or other matters in question between the parties to this Contract, arising out of or relating to this Contract (including any breach thereof), may be submitted to non-binding mediation upon mutual agreement of the parties.
- (b) Demand for mediation shall be delivered by the complaining party, in writing, to the other party to this Contract within a reasonable time after the complaining party discovers the reason therefore. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen or been discovered. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by applicable legal prescription.
- (c) Should a dispute or claim arise between Owner and Architect, the laws of the State of Louisiana shall govern the resolution.

8.2 Termination of Contract.

- (a) Without Cause. The Owner may terminate all or any portion of the Services and Additional Services under this Contract without cause and at its option by directing to Architect a written Notice of Termination. The Notice of Termination shall specify the Services and Additional Services to be discontinued and shall identify the date on which the termination will be effective. Should the Owner terminate this Contract for a reason other than an uncured breach of the Contract by Architect, Owner agrees to reimburse Architect upon receipt of invoices for Services and Additional Services performed and charges incurred by Architect prior to termination. The Owner shall pay Architect for the Services and Additional Services so performed and the charges so incurred within thirty (30) days of receipt of billing from Architect.
- (b) With Cause. Either party to this Contract may terminate same for cause if the other party commits a material breach of this Contract which is not timely cured. In the event either party believes a material breach has occurred, it shall deliver to the breaching party a Notice of Termination, which notice shall specifically delineate the alleged breach. From receipt of the Notice of Termination, the party allegedly at fault shall have twenty (20) days to cure the breach. Both parties agree to cooperate in good faith in an effort to cure any breach identified in the Notice of Termination. In the event that a Notice of Termination is based on a material breach, and the breaching party fails to remedy the breach within the time frame set forth above, this Contract shall terminate. In the event of such a termination, each party shall have their respective remedies at law to enforce this Contract or seek such damages or other entitlements as may be authorized under applicable law.

8.3 Access. Owner shall afford Architect and Architect's consultants access to public property as required for Architect to perform Services and Additional Services under this Contract.

8.4 Hazardous Environmental Conditions. It is acknowledged by both parties that Architect's scope of Services does not include any Services related to a "Hazardous Environmental Condition," (*i.e.* the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials) in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event Architect or any other party encounters a Hazardous Environmental Condition, Architect may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Assignment affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Conditions; and (2) warrants that the site is in full compliance with applicable laws and regulations. Owner acknowledges that Architect is performing professional services for Owner and that Architect is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with Architect's activities under this Contract.

8.5 Ownership and Reuse Documents. All documents prepared or furnished by Architect pursuant to this Contract are works for hire and Owner shall acquire ownership thereof upon payment therefor. Reuse of any such documents by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, and hold Architect harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

8.6 Use of Electronic Media.

- (a) Hard Copies. Copies of Documents that may be relied upon by Owner are limited to the printed copies (also know as hard copies) that are signed or sealed by the Architect. Files in electronic media format or text, data, graphics, or of other types that are furnished by Architect to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- (b) Documents Transferred in Electronic Media Format. When transferring documents in electronic media format, Architect makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Architect at the beginning of this Contract.
- (c) Discrepancy. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- (d) Acceptance Tests. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60)-day acceptance period will be corrected by the party delivering the electronic files. Architect shall not be responsible to maintain documents stored in electronic media format after acceptance by Owner.

8.7 Opinions of Probable Construction Costs.

- (a) Construction Cost. Construction Cost is the cost to Owner to construct proposed facilities. Construction Cost does not include costs of services of Architect or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with Owner's contemplated project, or the cost of other services to be provided by others to Owner pursuant to this Contract. Construction Cost is one of the items comprising Total Project Costs.
- (b) Architect's Opinion. Architect's Opinion of Probable Construction Cost provided for herein are to be made on the basis of Architect's experience and qualifications

and represent Architect's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Architect cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Architect.

8.8 Opinions of Total Project Costs

(a) Total Project Costs. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of Architect or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and Owner's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to Owner pursuant to this Contract.

8.9 Force Majeure. Architect shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Contract resulting from any cause beyond Architect's reasonable control.

8.10 Assignment. Neither party shall assign its rights, interests or obligations under this Contract without expressed written consent of the other party. Should the corporate name(s), principal(s), Owner(s), partner(s), or corporate status of either the Architect or Owner be modified or changed during the term of this Contract, the terms of this Contract shall rule and shall not be null or void.

8.11 Binding Effect. This Contract shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

8.12 Severability and Waiver of Provisions. Any provision or part of the Contract held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Architect, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

8.13 Survival. All express representations, indemnifications, or limitations of liability included in this Contract will survive its completion or termination for any reason.

8.14 Headings. The headings used in this Contract are for general reference only and do not have special or legal significance.

8.15 Controlling Law. This Contract is to be governed by the laws of the State of Louisiana.

8.16 Confidentiality. Architect agrees that all Assignments hereunder are confidential. Architect agrees to receive in trust and keep confidential all information pertaining to the Project or Assignment assigned under this Contract and further agrees not to disclose such information to any third party nor use the same for the benefit of the Architect without the consent of the Owner.

The following shall not constitute Proprietary or Confidential information:

- i. Information which is in the public domain through no act or omission of the receiving party;
- ii. Information which was in the receiving party's lawful possession without limitation on disclosure;
- iii. Information which is hereafter disclosed lawfully to the receiving party without limitation on disclosure; or
- iv. Information which is independently developed by the receiving party.

Upon breach of this provision, Owner will be entitled to injunctive relief, since the remedy at law would be inadequate and insufficient.

8.17 Non-Appropriation of Funds. Notwithstanding anything to the contrary in the Contract, the continuation of this Contract into a new fiscal year (*i.e.*, 11/1 – 10/31) is contingent upon the appropriation of funds to fulfill the requirements of this Contract. If Owner, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under this Contract, the obligation to make payment under this Contract shall terminate on the last day of the fiscal year for which funds were appropriated.

8.18 Budgeted Funds. Notwithstanding anything to the contrary in the Contract, the parties agree that the maximum amount payable under the Contract shall be that which is the amount budgeted by Owner for said Contract. In the event the total amount of this Contract is increased by reason of additional services or any other reason, so as to exceed the amount budgeted, the parties agree that Owner shall not be liable for the amount of such increase until and unless said budget is amended as provided for by Owner's Home Rule Charter to allow for such an increased amount.

8.19 Notices: All notices called for or contemplated hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed as set forth below:

Lafayette City-Parish Consolidated Government
Public Works Department
P. O. Box 4017-C Lafayette, LA 70502

And

Architect Firm Name
Address

ARTICLE 9 – CONTENT OF CONTRACT

9.1 Exhibits. The following exhibits are incorporated herein by reference:

Exhibit “A” Resolution of the Board of Directors of **Architect Firm**

Exhibit “B” Schedule of Rates and Charges for Additional Services

Exhibit “C” Designated Representatives

Exhibit “D” Schedule of Representative Fees

Exhibit “E” Affidavit of Architect

9.2 Total Contract. This Contract (consisting of pages 9 to 29, inclusive, together with the Exhibits) constitutes the entire Contract between Owner and Architect and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by all parties hereto.

THUS DONE, entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature, on and as of the _____ day of _____, _____.

WITNESSES:

**LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT**

Print: _____

BY: _____

Joshua S. Guillory
Mayor-President

Print: _____

WITNESSES:

ARCHITECT NAME

Print: _____

BY: _____

Name
Title

Print: _____

EXHIBIT A

RESOLUTION OF THE BOARD OF DIRECTORS OF
ARCHITECT FIRM

Held _____, **Architect's address**

BE IT RESOLVED that Architect Firm Representative, in his capacity as Title, be and he is hereby authorized to do the following for and on behalf of the said corporation, to-wit:

Architect Representative, Title of Firm Name is authorized to sign the Contract for Architectural Services for the Lafayette-City-Parish Consolidated Government, PROJECT NAME

I, _____, the undersigned Secretary of Architect firm Name, do hereby certify that the above resolution is a true and correct copy of the resolution of the Board of Directors of the said corporation which was duly adopted at a specially called meeting held _____, 20___, at Address, whereby the said resolution was unanimously adopted by the Board of Directors and that due notice of the said meeting was given.

Thus done and signed this _____ day of _____, 20___ at Lafayette, Louisiana

_____, Secretary

EXHIBIT B
TABLE A - SCHEDULE OF RATES AND CHARGES FOR ADDITIONAL
ENGINEERING/ARCHITECTURAL/LAND SURVEYING SERVICES

(Revised 09/20/22)

<u>PERSONNEL</u>	<u>RATE PER HOUR(unless specified)</u>
Principal of Firm	\$215.00
Senior Engineers/Architect ¹	\$160.00
Engineers/Architect/Land Surveyor	\$145.00
Engineers/Architect/Surveyor Intern	\$105.00
Project Manager	\$140.00
Senior Environmental Scientist ¹	\$150.00
Environmental Scientist	\$125.00
Engineering Technician ²	\$90.00
Technician	\$70.00
Four-Man Survey Party ^{3,4}	\$168.00
Three-Man Survey Party ³	\$155.00
Two-Man Survey Party ³	\$130.00
Party Chief	\$65.00
One-Man Survey Party with Robotic Total Station	\$100.00
Two-Man Survey Party with Robotic Total Station	\$135.00
Real Time Kinematic GPS Survey System ⁸	\$225.00
Certified Senior Construction Inspector ^{5,7}	\$65.00
Certified Construction Inspector ^{6,7}	\$55.00
Administrative Assistant	\$52.00
Hydro Excavation ⁹	\$300.00
Roadway Lane Closure for Hydro Excavation ¹⁰	Direct Cost +15%

¹Requires 10 years experience, with five (5) years subsequent to licensure for engineers.

²Requires minimum of five (5) years Engineering technician experience plus approval of resume by Owner.

³All survey crew rates are inclusive of a qualified Party Chief and Instrument Man and utilization of technologically current equipment. Mileage is not reimbursable.

⁴Use of 4-Man crew must be prior approved by Owner.

⁵Requires a minimum of 10 years of experience in the area of the primary items of work being inspected with approval of resume by Owner and project scope is determined to require additional expertise.

⁶Requires a minimum of 5 years of experience or equivalent education in the area of the primary field of work being inspected with approval of resume by Owner.

⁷Effective January 1, 2015, ALL inspectors working on LCG projects will be required to have LCG approved certification in the area of the primary field of work being inspected.

⁸per day

⁹Used to more accurately survey location and depth of subsurface utilities. Required approval by Owner.

¹⁰Includes Police, Barricade Rental, & Personnel. Required written approval by Owner.

EXHIBIT C

DESIGNATED REPRESENTATIVES

Owner's Designated Representative

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Architect's Designated Representative

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

EXHIBIT E
AFFIDAVIT OF ARCHITECT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

The undersigned _____ being first fully sworn, deposes and affirms that:

1. He is the _____ of _____, (the “Architect”) the party entering into and executing the attached contract (the “Contract”);

2. The Contract is genuine and all statements contained therein are true;

3. The Architect has not by collusion or agreement or conference or in any other way conspired to fix the Contract price or to secure any unfair advantage;

4. The Architect has employed no person, corporation, firm, association, or organization, either directly or indirectly, to secure this Contract, other than persons regularly employed by the Architect in the regular course of their duties;

5. The Architect has not paid and will not pay any part of the Contract price to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of normal compensation to persons regularly employed by the Architect whose services in connection with the construction of the public project are in regular course of their duties for the Architect.

6. The Architect owns no substantial financial 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 performs Architectural services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

Signed by: _____
NAME OF REPRESENTATIVE

Title: _____

Subscribed and Sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC

Print Name: _____
Notary Identification No. _____

**EXHIBIT “F”
CALENDAR OF EVENTS**

Publication of the RFQ	November 9, 2022
Pre-Qualification Meeting	December 1, 2022 at 9:00 AM
Deadline for submitting questions and clarifications	December 6, 2022 at 5:00 PM
LCG’s response to questions and clarifications	December 8, 2022 at 4:00 PM
Deadline for submitting qualifications	December 13, 2022 at 4:00 PM
Review period for submissions	Week of December 13, 2022
Screening and Evaluation Team recommendations to the Administration	Week of December 19, 2022
Approve firm’s scope of services and fees for a not-to-exceed amount and recommend Administration to act on contracting firm	Week of January 2, 2023
Finalize negotiation of best qualified firm’s contract scope of work and fees	Week of January 9, 2023
Issue Notice-to-Proceed	Week of January 30, 2023

(The above calendar of events is tentative and is subject to change.)

EXHIBIT “G”
CERTIFICATE OF INSURANCE REQUIREMENTS

The Consultant shall obtain and maintain insurance coverage continuously during the term of Agreement, and the Consultant shall cause each of its subcontractors to maintain insurance coverage during the term of Agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of “claims made” coverage, until the 45 day lien period or upon Final Acceptance of the project whichever is greater.

The insurance, at a minimum, must include the following coverages and limits of liability:

The successful contractor will be required to furnish an Accord or approved by the Louisiana Commissioner of Insurance certificate of insurance including: Item I: Standard Workers’ Compensation Insurance with Statutory limits and Employers’ Liability of \$1,000,000.00, Item II: Commercial General Liability Insurance in the amount of \$1,000,000.00, Item III: Business Auto Liability Insurance with minimum coverage of \$1,000,000.00. Item V and VII shall be worded exactly as stated on our Information Certificate of Insurance attached.

Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the LCG 30 days’ advance written notice. The Respondent shall (and shall contract with each contractor to) give written notice to the LCG within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the LCG, its officers, agents, or employees.

Primary Insurance Endorsement. Each policy, except Workers’ Compensation and Professional Liability (if any be required), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

Liability for Premium. The Respondent shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this exhibit, and the LCG shall not be obligated to pay any premiums.

Subcontractors. Notwithstanding the other provisions of this exhibit, the amount of coverage contracted to be provided by subcontractors the same as the primary.

Proof of Insurance. Promptly after the execution of an Agreement by LCG to perform the work and from time to time during the term of this Agreement at the request of the LCG, the Respondent shall furnish the LCG with certificates of insurance maintained by the Respondent in accordance with this section along with an affidavit from the Respondent confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the LCG, the Respondent shall furnish the LCG with certified copies of the Respondent’s actual insurance policies. If the Respondent does not comply with the requirements of this exhibit, the LCG, at its sole discretion, may suspend performance of the Respondent and the hereunder and begin procedures to terminate this Agreement for default

EXHIBIT "H"
REQUIRED RESPONSE FORM

Include this completed form in your qualifications package.

Name of Respondent:	
Physical Address of your Principal Place of Business:	
Mailing Address:	
Telephone:	
Fax:	
Email:	
Primary Name of Contact:	
Title of Primary Contact:	
Signature:	
Date:	

EXHIBIT "I"
RESUME TEMPLATE

At a minimum, include the sections below in the resumes submitted in response to the RFQ.

Name	
Role	
Location	
Education	
Summary of Experience	
Certifications	
Relevant Experience	

**EXHIBIT “J”
REFERENCE TEMPLATE**

References should be submitted in the format below, with all fields complete. The responding firm may edit the appearance of the table below.

Reference Name	
Reference Email	
Reference Phone	
Period of Performance	
Project Name	
Project Location	
Scope of Work	
Additional Considerations	

EXHIBIT “K”
FEDERAL FUNDING PROVISIONS

Contractor must be in compliance with American Rescue Plan Act (ARPA) requirements for this Project. These Federal Funding Provisions contain mandatory solicitation and contract clauses, and are made a part of the Request for Qualifications and the contract entered into with the selected Respondent (“Contractor”) as if fully set forth therein. In the event of a conflict between the terms of the contract and these Federal Funding Provisions, these Federal Funding Provisions shall prevail.

Article 1 - Breach of Contract Terms

This provision applies to contracts in excess of \$150,000.

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Article 2 - Clean Air and Water Pollution Control

This provision applies to contracts in excess of \$150,000.

The Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Department of Treasury .

The Contractor must include this requirement in all subcontracts that exceeds \$150,000

Article 3 - Contract Workhours and Safety Standards Act Requirements

This provision applies to contracts in excess of \$100,000 that involve the employment of mechanics or laborers (including members of survey crews).

1. *Overtime Requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required

or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. *Withholding for Unpaid Wages and Liquidated Damages.* The Department of Treasury or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. *Subcontractors.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Article 4 - Debarment And Suspension (Non-Procurement)

This provision applies to contracts in excess of \$25,000.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Certification Regarding Debarment and Suspension
(Respondent)**

By submitting a response under this solicitation, the Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**Certification Regarding Debarment and Suspension
(Selected Respondent Regarding Lower Tier Participants)**

The selected Respondent, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The selected Respondent will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Respondent Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

Article 5 - Equal Opportunity Clause and Specifications

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 6 - Lobbying

The Respondent certifies by signing and submitting this response, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 7 - Termination of Contract (Professional Services Agreements)

This provision applies to contracts in excess of \$10,000.

Terminations for cause and for convenience, and the basis for settlement, are addressed in the contract.

Article 8 – Brand Name/Brochures

Whenever manufacturer trade names, brand names, make or model numbers are specified, they are used only to denote the quality standard of the article desired, and set forth and convey to prospective vendors the general style, type, character, and quality of the article desired, and the words or equal shall be assumed to follow whether or not so stated.

Article 9 - Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

END OF DOCUMENT