



RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE

NOTICE TO PROPOSERS

Notice is hereby given that proposals will be received by the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) until **Tuesday, October 25, 2022, at 11:00 A.M. CT** in Room 1501 of BREC Administration Building, 6201 Florida Blvd., Baton Rouge, Louisiana 70806 for:

**Request for Proposal No. 213
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT**

Proposals received after the above specified time will not be considered. Proposals will be opened immediately after proposal opening time in Room 1501, of the Administration Building. All interested parties are invited to be present. BREC reserves the right to reject any or all proposals for just cause and to waive any informalities.

Copies of the solicitation, complete RFP documents, and subsequent addenda shall be obtained from the Purchasing Division, 6201 Florida Blvd., Room 1501, Baton Rouge, LA 70806, or by telephoning 225-272-9200, ext. 1522. All vendors shall contact our office and request to be put on our office Vendor Listing for this solicitation. to receive notification of addenda. BREC will mail and/or email addenda to all registered vendors.

BREC has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising. LaPAC is resident on the Office of State Procurement's website at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC> and is available for vendor self- enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation or RFP and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective posting dates.

All questions concerning the Request for Proposal must be received in accordance with the Schedule of Events and Procedures for Questions/Clarifications as cited in the RFP document.

Non-Mandatory Vendor Pre-Proposal Meeting will be held on **October 6, 2022 at 1:00 p.m. CT**. Refer to the RFP document for further information.

BREC is an Equal Opportunity Employer. The Proposer is encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged and women-owned businesses as suppliers or subcontractors.

RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE

/s/ Corey K. Wilson, Superintendent

**THE ADVOCATE
BATON ROUGE, LOUISIANA**

To be Published One Time: **09/23/22**

6201 Florida Boulevard, Baton Rouge, Louisiana 70806
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REQUEST FOR QUALIFICATIONS

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR

CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT



Solicitation No: 213
RFQ Issue Date: September 23, 2022

Proposal Opening Date: Tuesday, October 25, 2022
Proposal Opening Time: 11:00 A.M. CT

Recreation and Park Commission
for the Parish of East Baton Rouge
6201 Florida Boulevard
Baton Rouge, LA 70806

Project Management Team:
BREC Planning and Engineering Department

(9/23/2022)

NOTE TO RESPONDENTS:

- Submit your original and required copies of the Request for Qualifications as outlined within this document, with all required information as your Statement of Qualifications.
- Retain a copy of your Statement of Qualifications, and a complete copy of this RFQ, for your records.

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REQUEST FOR QUALIFICATIONS PROFESSIONAL DESIGN CONSULTANT SERVICES FOR CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT

RFQ No. 213

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) is seeking assistance from interested and qualified engineering, planning, and/or landscape architecture consulting firms with experience in leading multi-discipline teams on large scale municipal park projects that include a broad range of natural areas, waterbodies, trails, and other recreational attractions. This multi-discipline team will require the professional services of landscape architects, civil engineers, environmental scientists, hydrologic engineers, geotechnical engineers, and land surveyors for the purpose of developing schematic design, design development, construction document preparation, bid phase, and construction administration and related services for implementation of the Cypress Bayou Green Infrastructure project utilizing Disaster Recovery CDBG funds. BREC is soliciting Statements of Qualification for design consultant services to assist BREC with preliminary engineering, design engineering and inspections of this project in compliance with the Disaster Recovery CDBG Program requirements.

PART I. PROJECT BACKGROUND AND SCOPE OF SERVICES

1.1 Project Description

BREC will use Greenwood Park, and smaller areas of Hooper Road Park and Comite River Park's approximately one thousand (1,000) acres near Cypress Bayou in the center of East Baton Rouge Parish to create or expand water bodies, lay back slopes, and create landscapes that are intentionally floodable. This Cypress Bayou Green Infrastructure Project will allow for the re-routing of stormwater from surrounding waterways and drainage systems and create larger storage areas for the diverted stormwater, while providing open land to allow for the infiltration of rerouted stormwater. To accomplish this project, the depths of several ponds in the area will be increased by four feet, resulting in the excavation of approximately 217,000 cubic yards of earthen material. Additionally, the project will include construction of enhanced recreational activities such as nature and bike trails, canoe launches, constructed wetlands, extensive plantings of native trees and vegetation, open air pavilions, boardwalks and outdoor learning areas, and educational/interpretive signage. The proposed project area is located within three parks that are already owned and operated by BREC. For Greenwood Park, BREC will provide an existing 20-year comprehensive master plan of the entire 660-acre park that will be referenced for the inclusion and location of these enhanced recreational elements. No additional land will be acquired. The project scope of work includes property survey, design, obtaining permits, and construction. For additional details regarding the project, please refer to the Appendix 1: Attachment E - Project Scope of Work from LWI Round 1 Grant Application.

1.2 Funding Source

This project is funded by both local funds and federal funds through the Louisiana Watershed Initiative (LWI) that must meet the federal requirements for Community Development Block Grant (CDBG) Program requirements. The agreement will be on a lump sum, fixed price basis,

with payment terms to be negotiated with the selected offeror. Reimbursement for services will be contingent on BREC receiving funding from the Office of Community Development – Disaster Recovery Unit (OCD/DRU). The maximum amount of engineering fees that can be reimbursed with Disaster Recovery CDBG funds will be determined by the OCD/DRU and may require adjustments in the proposed contract amount.

1.3 Scope of Services

The Consultant's basic services consist of the phases described below and include the normal services of the Consultant and normal complementary or supplementary services of his/her Subconsultants, and any other services included in the contract. Review documents of each phase shall be submitted to BREC Planning and Engineering Department for their approval. In addition, for the Construction Documents Phase, review documents shall be submitted to regulatory agencies designated by BREC or required by law, for their approvals. Consultant shall not proceed to any subsequent phase until the requisite written approvals are received and until authorized by BREC in writing to so proceed. All Statements of Probable Cost shall be adjusted to the anticipated bid date of the project.

The Consultant shall be responsible for compliance with all applicable codes. All items not specifically covered by codes shall be designed in accordance with the standards established by accepted professional groups or by industry standard for that specific item of work. The Consultant is the responsible party to investigate and determine the applicable authorities with jurisdiction and reflect such requirement of those authorities regarding adequacy of the design and its ability to meet licensure requirements for operation, if required.

The Consultant shall be responsible, to a reasonable Standard of Care, for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished under the contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the design's drawings, specifications, and other services.

The services to be provided will include:

- 1) Provide Project Management and Coordination
 - a) Perform management and administrative tasks
 - b) Manage the project budget and schedule
 - c) Designate one individual as Project Manager who will be the point of contact
 - d) Conduct project milestone meetings at the conclusion of each phase of the project
 - e) Conduct project progress meetings monthly or more frequently if required
 - f) Coordinate the work of subconsultants
 - g) Provide and implement a quality assurance plan
- 2) Conduct Pre-Design Site Investigations
 - a) Topographic survey and partial boundary survey of the project area
 - b) Field investigations as required for environmental clearance including a WOTUS Jurisdictional Assessment
 - c) Geotechnical subsurface exploration of excavation areas
- 3) Provide a Hydraulic and Hydrologic Study (H&H)
 - a) Hydrologic and hydraulic methods and models
 - b) Evaluation of multiple scenarios of both existing and proposed conditions

- c) Table that contains node or Station, Surface Water Elevations and discharges for all events considered in the H&H analysis
 - d) Narrative of upstream and downstream effects
 - e) How/if the project will impact environmental resources (wetlands, floodplains, communities)
 - f) Illustrations, maps photos etc. to support the analysis
- 4) Prepare Schematic Design and Collect and Incorporate Public Input
- a) Prepare preliminary schematic design documents including drawings, outline specifications, a statement of probable cost, and a schematic design report with the following:
 - i) Detailed narrative scope of work.
 - ii) Results of field investigations.
 - iii) Alternative analysis.
 - iv) Environmental considerations.
 - v) Discussion of the results of the H&H study.
 - vi) Updated work schedule and.
 - vii) Updated budget with narrative.

Schematic Design for the recreational and aesthetic program elements should be based on the existing 20-year comprehensive master plan for Greenwood Park.
 - b) Conduct up to two (2) design workshops with BREC representatives, stakeholders, and the public for the purposes of discussing, receiving feedback and input on the Preliminary Schematic Design.
 - c) Based on the results of the workshops with BREC staff, the public and stakeholders, the Consultant shall refine the Preliminary Schematic Design and prepare the Final Schematic Design, consisting of drawings, outline specifications, a Statement of Probable Cost, and other documents for the written approval of BREC Planning and Engineering Department.
- 5) Prepare Design Development Documents
- a) Design Development Plans
 - b) Expanded outline specifications based on the Construction Specifications Institute (CSI) format
 - c) Statement of Probable Cost, and
 - d) Any other documents needed to fix and describe the size and character of the entire project as to all site design and site design elements, materials and such other elements as may be appropriate for the Project.
- 6) Prepare Environmental Permitting Documents
- a) Prepare all documents needed to obtain applicable permits (USACE, DNR, DEQ, etc.)
 - b) Letters of no objection from any other entity having jurisdiction
 - c) Notify impacted utilities of the project
- 7) Prepare Construction Documents (100% design).
- a) 100% Final Design Plans
 - b) 100% Final Specifications
 - c) Updated Statement of Probable Cost

- d) The construction documents must be signed and stamped by a properly licensed professional able to do work in the State of Louisiana and who will assume responsibility for the design
- 8) Provide Bid Phase Services
- a) Prepare advertisement for bid solicitation
 - b) Oversee the distribution of bid documents
 - c) Evaluate requests for prior approval or substitution of materials as required, or directed by BREC
 - d) Arrange, prepare for, and conduct pre-bid meeting
 - e) Prepare and issue all bid addenda in accordance with the Louisiana public bid law
 - f) Attend bid opening and record the tabulation of bids
 - g) Review and certify the bid tabulation and issue a recommendation of award to BREC
 - h) Assist in conducting the preconstruction conference
 - i) Issue construction notice to proceed
- 9) Provide Construction Administration Services
- a) Administer the construction contract
 - b) Provide engineering during construction
 - c) Conduct monthly progress meetings for the duration of construction
 - d) Prepare and submit monthly progress reports for the duration of construction
 - e) Review and approve contractor submittals
 - f) Review and respond to contractor requests for information
 - g) Approve and certify contractor requests for payment
 - h) Prepare any necessary change orders if authorized by BREC
 - i) Coordinate materials testing
 - j) Periodic site visits by PM (weekly)
 - k) Periodic site visits by principal subconsultants and discipline leads (bi-weekly)
 - l) Conduct substantial completion inspection
 - m) Prepare certificate of substantial completion with punchlist
 - n) Conduct final walk-through
 - o) Make recommendation of acceptance
- 10) Provide Resident Inspection Services
- a) Onsite observation of construction work by qualified person
 - b) Daily inspection reports
 - c) Verify quantities on contractor requests for payment
 - d) Resident inspector to participate in substantial completion inspection
 - e) Develop substantial completion punchlist
 - f) Resident inspector to participate in final walk-through
- 11) Conduct Project Closeout
- a) Prepare and submit construction record drawings
 - b) Review and submit operation and maintenance manuals provided by contractor

1.4 Deliverables

The following is a list of deliverables and a timeline which may be subject to change during Contract negotiations with the selected team. The deliverables listed below are broad, and more detail will be outlined in the Contract with selected consultant.

- A. Topographic Survey, Environmental Investigations, Geotechnical Report, Hydrologic and Hydraulic Report, Conceptual Design Documents and Public Input (2 months)
- B. Design Development - 50% Design Documents (3 months)
- C. 100% Final Construction Documents and Environmental Permitting (3 months)
- D. Bid Phase Services (2 months)
- E. Construction Administration (12 months)
- F. Project Closeout (2 months)

1.5 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about December 19, 2022 and is anticipated to conclude within two (2) years.

1.6 Location

Location of the work:

- Greenwood Community Park - 13350 Highway 19, Baker, Louisiana, 70714.

Meetings/Delivery may be performed, completed or managed at:

- BREC's Administrative Offices – 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806.
- Greenwood Community Park - 13350 Highway 19, Baker, Louisiana, 70714
 - BREC's Baton Rouge Zoo
 - J.S. Clark Golf Course

1.7 Definitions

- a. BREC - Recreation and Parks Commission for the Parish of East Baton Rouge
- b. Consultant - Awarded Respondent on this RFQ.
- c. Contract - Refers to the binding document signed and agreed upon by BREC and the successful Respondent concerning this RFQ.
- d. Department - Department for whom the Request for Qualifications is issued.
- e. Discussions - For the purposes of this RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit proposals in response to this RFQ.
- f. May - The term “may” denotes an advisory or permissible action.
- g. Must - The terms “must” denotes mandatory requirements.
- h. Project Manager – Planning and Engineering Department staff member assigned to oversee the project.
- i. RFQ - Request for Qualifications
- j. Selection Committee - Individuals assigned to review the proposals and recommend award.
- k. Shall - The term “shall” denotes mandatory requirements.
- l. Should - The term “should” denote desirable.
- m. State - The State of Louisiana.

- n. Team – Project Management Team assigned to work with the selected Consultant throughout the project.
- o. Design Team – Prime Consultant along with all subconsultants

PART II. STATEMENT OF QUALIFICATIONS

2.1 Procedures for Submission

Submittals are to be either mailed or hand-delivered and marked:

REQUEST FOR QUALIFICATIONS No. **213**
 PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
 CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT
 PROPOSAL OPENING DATE/TIME: October 25, 2022; 11:00 A.M CT.

to:

BREC Purchasing Division
 6201 Florida Blvd.
 Baton Rouge, LA 70806

All submittals shall be received no later than 11:00 A.M. CT., October 25, 2022.

BREC assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

- Faxed or emailed submittals will not be accepted.
- Proposals that do not include the required schedule may be rejected at the option of BREC.

2.2 Schedule of Events

Listed below is the proposed schedule for this process. BREC reserves the right to deviate from these dates. If BREC finds it necessary to alter these dates/times, each Consultant will be notified in writing.

<i>Event</i>	<i>Anticipated Schedule</i>
1. Pre-proposal conference call (non-mandatory)	October 6, 2022; 1:00 P.M. CT.
2. Deadline for Respondents to send written inquiries	October 13, 2022; 11:00 A.M CT.
3. Deadline for BREC answer written inquiries via addenda	October 19, 2022; 11:00 A.M CT.
4. Proposal Submittal Deadline	October 25, 2022; 11:00 A.M CT.
5. Committee Review period	October 26, 2022 – November 10, 2022
6. Short list notification (tentative)	November 4, 2022
7. Short list team interviews (tentative)	November 9, 2022
8. Selection notification	November 11, 2022
9. Commission approval	November 16, 2022
10. Contract Negotiations and Start of Work	November 17, 2022 – December 19, 2022

2.3 Submittal Format

Submittals should be organized in a clear and concise manner. **Six (6) bound paper copies and one (1) digital copy on a labeled USB flash drive shall be provided.** Respondents should letter and number responses exactly as the questions are presented herein. The format for the submittal should be as follows:

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge
4. Personnel/Professional Qualifications

1. Introduction (transmittal letter)

Provide an introductory letter serving as an Executive Summary (maximum of two pages) on firm letterhead indicating:

- a. Name, address, and phone number, and Federal Tax ID number of firm; and name, title, address, phone number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.
- b. A brief statement of the Respondent's understanding of the scope of the work to be performed;
- c. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;
- d. A confirmation that the Respondent has not had a record of substandard work within the last five years;
- e. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
- f. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- g. Any other information that the Respondent feels appropriate;
- h. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ. By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent. The person signing the proposal must be:
 - i. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 - ii. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the public entity. See attached example forms.

2. Background and Experience

Respondents should:

- a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Describe any prior engagements in which Respondent's firm assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to CDBG. Respondent should include all examples of work on similar projects as

described in Part One. Respondent should provide a list of completed Disaster Recovery or projects, and/or similar CDBG projects. Preference is for the types of projects similar to those described in Part One. (For example; if the RFQ is for drainage projects it is not necessary or of only of secondary importance to provide information on how many sewer or water CDBG projects Respondent has performed.) Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules Respondent cites in this section.

- c. Describe the firm's workload and current capacity to accomplish the work in the required time.
- d. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the proposed project(s).
- e. Describe Respondent's firm's presence in and commitment to Louisiana.
- f. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including amount of coverage.
- g. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The state reserves the right to request any additional information to assure itself of a Respondent's financial status.

3. Specialized Knowledge

Respondents should:

- a. Describe their knowledge and experience in the particular types of projects described in Part One.
- b. Describe their knowledge of HUD's requirements for the Community Development Block Grant Program. Describe their knowledge of OCD/DRU Disaster Recovery program.

4. Personnel/Professional Qualifications

Respondents should:

- a. Identify staff members (as applicable), in the job classifications of (1) Principal in Charge, (2) Project Engineer, (3) Senior Engineer, (4) Mid-level Engineer, (5) Junior Engineer (6) Surveyor, (7) Engineer interns (8) Senior CAD technician, (9)CAD technician, (10) Engineering technician, (11) Landscape Architect, (12) Planner, (13) Environmental Scientist, (14) Resident Inspector; who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
- b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to CDBG and/or Disaster Recovery on which they have worked. Provide the names, telephone numbers, and email addresses of contact persons with the firms or organizations with whom these staff members worked on CDBG and/or Disaster Recovery projects.

- c. Estimate the number of persons to be assigned to this project, indicating the number working in Louisiana and the number working elsewhere.

2.4 Procedures for Questions/Clarifications Prior to Submittal

All inquiries and/or requests for clarification must be submitted by email no later than **11:00 A.M. CT., October 13, 2022**. Requests for clarification received after this date will be discarded.

Submit questions by email to:

Lori Foreman, BREC Purchasing Division
(225)-272-9200 ext 1522
Lori.foreman@brec.org

***Note:** BREC has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on the Office of State Procurement website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any BREC employee or BREC Consultant. BREC shall only consider written and timely communications from Respondents.

Inquiries shall be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by BREC. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective Respondents.

Non-Mandatory Pre-Proposal Conference Call / Meeting

October 6, 2022; 1:00 P.M. CT.

In person:

BREC Administration Building, Room 1003 (HR Training Room, 1st Floor)
6201 Florida Blvd., Baton Rouge, Louisiana, 70806

On Device:

To join the meeting click the following link: <https://zoom.us/j/5434694680>. Participants may use computer audio or dial-in by phone at 1-646-558-8656 and entering Meeting ID: 543 469 4680.

Prospective Respondents may participate in the conference to obtain clarification of the requirements of the Request for Qualifications and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted, and spontaneous answers will be provided during the conference, the official answer or position of BREC will be stated in writing via addendum.

2.5 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Respondents are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, BREC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit BREC’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing Respondent or other person seeks review or copies of another Respondent's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify BREC and hold BREC harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order BREC to disclose the information. If the owner of the asserted data refuses to indemnify and hold BREC harmless, BREC may disclose the information.

BREC reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, or other BREC agencies or organizations for the sole purpose of assisting BREC in its evaluation of the proposal. BREC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed

by a Committee member. The redacted copy should also state which sections or information has been removed.”

2.6 Errors and Omissions in Proposal

BREC will not be liable for any error in the proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: BREC reserves the right to make corrections or clarifications due to patent errors identified in proposals by BREC or the Respondent. BREC, at its option, has the right to require clarification or additional information from the Respondent.

2.7 Changes, Addenda, Withdrawals

BREC reserves the right to change the calendar of events or issue Addenda to the RFQ at any time. BREC also reserves the right to cancel or reissue the RFQ.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.5. Such shall meet all requirements for the proposal.

A Respondent may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Respondent must be submitted to Purchasing.

2.8 Material in the RFQ

Proposals shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by BREC pursuant to the RFQ.

2.9 Waiver of Administrative Informalities

BREC reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.10 Proposal Rejection

Issuance of this RFQ in no way constitutes a commitment by BREC to award a contract. BREC reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of BREC to do so.

Failure to submit all non-mandatory information requested may result in BREC giving a lower score in the evaluation of the proposal.

2.11 Ownership of Proposal

All materials submitted timely in response to this request become the property of BREC. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by BREC and not returned to Respondents. Any copyrighted materials in the response are not transferred to BREC.

2.12 Cost of Offer Preparation

BREC is not liable for any costs incurred by prospective Respondents or Consultants prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the RFQ are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by BREC.

2.13 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

2.14 Taxes

Any taxes, other than state and local sales and use taxes, from which BREC is exempt, shall be assumed to be included within the Respondent's cost.

2.15 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its proposal response. However, BREC reserves the right to reject a proposal if the Respondent's response is unacceptable and the Respondent is unwilling to extend the validity of its proposal.

2.16 Prime Consultant Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. BREC shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.17 Corporation Requirements

Upon the award of the contract, if the Consultant is a corporation and not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge Parish, evidence of a current occupational license and/or permit issued by BREC shall be supplied by the successful vendor, if applicable.

2.18 Use of Subconsultants

Each Consultant shall serve as the single prime Consultant for all work performed pursuant to its contract. That prime Consultant shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, Respondents may enter into subconsultant

arrangements. Respondents may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime Consultant acknowledges total responsibility for the entire contract.

BREC is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Respondents/Prospective Consultants are strongly encouraged to make positive efforts to utilize minority subconsultants for a portion of this project. Respondents are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subconsultants.

Information required of the prime Consultant under the terms of the RFQ, is also required for each subconsultant and the subconsultants must agree to be bound by the terms of the contract. The prime Consultant shall assume total responsibility for compliance.

2.19 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations may be conducted to enhance BREC understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

2.20 Acceptance of Proposal Content

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Respondents to accept these obligations shall result in the rejection of the proposal.

2.21 Contract Negotiations

If for any reason the Respondent whose proposal is most responsive to BREC's needs and evaluation factors set forth in the RFQ considered, does not agree to a contract, that proposal shall be rejected, and BREC may negotiate with the next most responsive Respondent. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by BREC Commission prior to issuance of a purchase order, if applicable to complete the process.

2.22 Contract Award and Execution

BREC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFQ, any addendums, and the proposal of the selected Consultant will become part of any contract initiated by BREC.

In no event is a Respondent to submit its own standard contract terms and conditions as a response to this RFQ. The Respondent needs to address the specific language in the proposal

form and sample contract (Attachments A and B) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Respondent fails to sign the contract within **seven calendar** days of delivery, BREC may elect to cancel the award and award the contract to the next-highest-ranked Respondent.

Award shall be made to the Respondent whose proposal, conforming to the RFQ, will be the most advantageous to BREC.

2.23 Notice of Intent to Award

Upon review and approval of the Committee's recommendation for award by Purchasing, Selection of Professionals Committee, and BREC Commission, a Notice of Intent to Award letter to the apparent successful Respondent will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the RFQ and Consultant Selection Timeline. If this date is not met, through no fault of BREC, BREC may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Respondent.

Purchasing shall notify all unsuccessful Respondents as to the outcome of the evaluation process. The evaluation factors, points, Committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

2.24 Debriefings

Debriefings may be scheduled by the participating Respondents after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at 225-272-9200 extension 1522 or E-mail to lori.foreman@brec.org to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

2.25 Insurance Requirements

Upon award Consultant shall furnish BREC with certificates of insurance affecting coverage(s) required by the RFQ (see Attachment B). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by BREC before work commences. BREC reserves the right to require complete certified copies of all required policies, at any time.

2.26 Subconsultant Insurance

Upon award the Consultant shall include all subconsultants as insureds under its policies or shall insure that all subconsultants satisfy the same insurance requirements stated herein for the Consultant.

2.27 Audit of Records

BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

2.28 Civil Rights Compliance

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and Title 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 1975, the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

2.29 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of BREC, and shall, upon request, be returned by Consultant to BREC, at Consultant's expense, at termination or expiration of this contract.

2.30 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFQ and/or the Consultant's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any) and finally, the Consultant's Proposal.

2.31 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of Purchasing, Superintendent's Office and/or Commission.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Consultant change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

2.32 Substitution of Personnel

BREC intends to include in any contract resulting from this RFQ the following condition:

Substitution of Personnel: If, during the term of the contract, the Consultant or subconsultant cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to BREC for approval prior to any personnel substitution. It shall

be acknowledged by the Consultant that every reasonable attempt shall be made to assign the personnel listed in the Consultant's proposal.

2.33 Governing Law

All activities associated with this RFQ process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of BREC Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFQ.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

2.34 Claims or Controversies

Any Respondent who believes they were adversely affected by BREC's procurement process or award, may file a protest. It must be submitted in writing to the Director of Finance and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was or should have been known.

BREC will take action on protests within fifteen (15) days of the receipt thereof. BREC may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Superintendent's Office. The decision of the committee regarding the protest will be given to the Respondent in writing within ten (10) days after all pertinent information has been considered. The decision of the committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

2.35 Respondent's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$25,000 or more, the Respondent certifies that their company, any subconsultants, or principals are not suspended, debarred, or otherwise excluded from, or ineligible for participation in Federal programs or activities in accordance with the requirements in 2 CFR 200.214 and 2 CFR 180.300

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>. The selected firm must have an active registration in www.sam.gov

PART III. EVALUATION

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award.

The Committee will evaluate all Proposals and develop a “short-list” of the most qualified firms. Each submittal will be judged as to the Consultant’s capabilities and experience to perform the Scope of Services. Selection will be based on a 100-point criterion as noted below.

It is the intent of the selection process to examine the demonstrated competence and professional qualifications of the professional. Requested information is intended to assist the Committee in gauging a fair and equitable fee for the services requested. BREC may, at its option, negotiate and modify the Scope of Work/Services with the selected firm and negotiate fee and schedule adjustments, as BREC deems appropriate.

Written recommendation for award shall be made to BREC’s Selection of Professionals Committee and then the BREC Commission for the Respondent whose proposal, conforming to the RFQ, will be the most advantageous to BREC.

The committee may reject any or all proposals if none are considered in the best interest of BREC.

Formatting your proposal into these categories will greatly improve the reviewing Committee’s chances of finding the key material and scoring accordingly.

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated considering the material and the substantiating evidence presented to BREC, not on the basis of what may be inferred.

The following criteria are of importance and relevance to the evaluation of this RFQ. Such factors, listed in order of importance, may include but are not limited to:

- Ability to meet project scope and technical requirements – 20 points
- Proposed staff qualifications and experience – 25 points
- Approach and methodology – 35 points
- Schedule – 20 points

Evaluation criteria scoring example (subject to change):

Project Team's ability to meet project scope and technical requirements	20 pts total
<ul style="list-style-type: none"> Demonstrate capability to provide the Scope of Services by showing a clear understanding of the requirements and the work to be performed. 	5
<ul style="list-style-type: none"> An interactive approach with BREC staff, the public, and sufficient involvement on behalf of the principal/project manager. 	5
<ul style="list-style-type: none"> The proposed project team leader and members will be a prime consideration. Consultants will be required to indicate a percentage of time commitment for each team member throughout the project. The Consultant will be required by contract to commit these personnel through the life of the project. 	5
<ul style="list-style-type: none"> Describe the project team leader's personal qualifications and other project work they will be involved with during the period of this contract. 	5
Project Team's Qualifications & Experience	25 pts total
<ul style="list-style-type: none"> Technical competence, experience and education of key personnel including number of qualified staff and support staff 	10
<ul style="list-style-type: none"> Recent, relevant experience with similar projects 	5
<ul style="list-style-type: none"> Quality of comparable experience 	5
<ul style="list-style-type: none"> Quality of Work samples and References 	5
Project Approach & Methodology	35 pts total
<ul style="list-style-type: none"> Proposed methodology for completing work 	10
<ul style="list-style-type: none"> Demonstrate thorough approach to the project 	5
<ul style="list-style-type: none"> Clearly explain procedures that will be used for the project 	10
<ul style="list-style-type: none"> Understanding of BREC's mission and organization 	5
<ul style="list-style-type: none"> Design aesthetic 	5
Schedule	20 pts total
<ul style="list-style-type: none"> Work program schedule proposed for the tasks included in the Scope of Services 	10
<ul style="list-style-type: none"> Ability to provide the Scope of Services in a timely manner 	10
TOTAL POINTS POSSIBLE	100 pts

Selection will not be made on the basis of fee but the competence and qualifications of the Respondent.

ATTACHMENT A

PROPOSAL FORM

BREC

Sealed Statements of Qualifications will be received until **11:00 A.M. CT., October 25, 2022** by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, LA 70806 at which time proposals will be publicly opened.

PROPOSAL OF _____

ADDRESS _____

DATE _____

BREC

Purchasing Manager

6201 Florida Blvd.

Baton Rouge, LA 70806

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

**REQUEST FOR QUALIFICATIONS No. 213
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT**

as set forth in the following Contract Documents:

1. Notice to Respondents
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices mutually agreed upon.

The undersigned agrees to execute the Agreement and Affidavit and furnish to BREC all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from BREC.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of BREC's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents will be negotiated and accepted after award. Pursuant to RS 38:2318.1 BREC will select providers of design professional services on the basis of competence and qualification for a fair and reasonable price.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

PROPOSER'S ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

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

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

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with
BREC, for the Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until
the Finance Director of BREC, shall have been furnished a copy of said resolution, duly certified.

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

This ____ day of _____, 20 _____

SECRETARY

Sample Contract**for:****REQUEST FOR PROPOSAL No. 213****PROFESSIONAL DESIGN CONSULTANT SERVICES FOR CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT**

This Contract made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between BREC, herein referred to as BREC and _____ herein referred to as “Consultant”.

Consultant agrees to proceed, upon written notice of the Assistant Superintendent of Planning and Construction, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by BREC. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows:

- A. Project Management and Coordination
- B. Site Investigations (Surveying, Environmental, Geotechnical)
- C. Hydrologic and Hydraulic Study
- D. Schematic Design & Public Input
- E. Design Development
- F. Environmental Permitting Documents
- G. Construction Documents
- H. Bid Phase Services
- I. Construction Administration Services
- J. Resident Inspection Services
- K. Project Closeout

The following documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full: *(to be completed at time of award)*

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Consultant change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by BREC Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. 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 Consultant.

SERVICES TO BE PERFORMED BY BREC: BREC will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: BREC shall pay, and Consultant agrees to accept compensation for the Consulting services to be performed under this contract on a lump sum, fixed price basis for the total amount of \$_____.

Monthly invoices for percentage of work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and BREC shall not be bound until such time as a Contract is fully executed between BREC and the Consultant and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of BREC upon payment in full of all compensation due under this agreement, and may be used by BREC in accordance with this agreement. Consultant expressly agrees to transfer to BREC all of its common law, statutory, and other reserved rights, including copyrights, in the documents.

SCHEDULE FOR RENDERING SERVICES: The Consultant shall complete design phase services within 300 calendar days from authorization to proceed unless extended by contract amendment. Failure to complete design services within the designated time frame shall result in liquidated damages of \$5/day.

NOTICE OF DELAY: If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify BREC. If BREC becomes aware of any delays or other causes that will affect the Consultant's schedule, BREC shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

TERMINATION OR SUSPENSION: BREC may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that BREC shall give the Consultant written notice specifying the Consultant's failure. If within 7 days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in 7 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then BREC may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of BREC to comply with the terms and conditions of this contract; provided that the Consultant shall give BREC written notice specifying BREC failure and a reasonable opportunity for BREC to cure the defect.

BREC may terminate this Agreement at any time by giving _____ days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should BREC find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 3-day notice given by BREC in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from BREC of 7-day notice in writing to that effect.

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

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 Finance or her 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 decisions provided for in the foregoing sentence.

INDEPENDENT CONSULTANT OBLIGATION: Consultant shall be an independent Consultant under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent Consultant hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with BREC interested only in the results of the work.

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

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless BREC from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against BREC by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release BREC its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Consultant agrees to abide the requirements of the following as applicable: Title VI and Title 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 of 1975, the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts. Exhibit 6-16, OCD Grantee Administrative Manual, Compliance Provisions for Professional Services Contracts is attached and incorporated into this agreement.

TAXES: Any taxes, other than state and local sales and use taxes, from which BREC is exempt, shall be assumed to be included within the Consultant's cost.

RIGHT TO AUDIT: BREC or others so designated by BREC, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of BREC.

CONFIDENTIALITY: The following provision will apply unless BREC agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to BREC's operations which are designated confidential by the State and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BREC. The identification of all such confidential data and information as well as BREC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BREC in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by BREC to be adequate for the protection of BREC's confidential information, such methods and procedures may be used, with the written consent of BREC, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE: The Request for Qualifications (RFQ), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFQ and/or the Consultant's Proposal, unless otherwise

provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFQ and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT: This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, BREC and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

BREC

Recreation and Park Commission
for the Parish of East Baton Rouge

By _____

Title _____
Corey K. Wilson, Superintendent

Consultant

By _____

Title _____
Typed Name and Title

AFFIDAVIT

**Recreation and Park Commission
for the Parish of East Baton Rouge**

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

That he is a duly authorized representative of _____
receiving value for services rendered in connection with:

**REQUEST FOR QUALIFICATIONS No. 213
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT**

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

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____.
Baton Rouge, Louisiana.

NOTARY PUBLIC

Insurance Requirements

for:

REQUEST FOR QUALIFICATIONS No. 213

**PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
CYPRESS BAYOU GREEN INFRASTRUCTURE PROJECT**

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 BREC Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, 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: | General Aggregate
Each Occurrence | \$2,000,000
\$1,000,000 |
| | | | |
| B. | Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired: | Combined Single Limit | \$1,000,000 |
| | | | |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. | | |
| | | | |
| D. | BREC must be named as additional insured on all general liability policies described above. | | |
| | | | |
| E. | Professional Liability coverage for errors and omissions: | | \$1,000,000 |
| | | | |
| 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: BREC,
Attn: Purchasing Division, 6201 Florida Blvd, Baton Rouge, Louisiana 70806 | | |



Attachment E: Project Scope of Work

Cypress Bayou is a major tributary near the center of East Baton Rouge Parish that receives water from Baker Canal and drains to the Comite River. During intense rain events, backwater flow overtops banks at the Cypress Bayou/Comite River confluence, causing catastrophic damages to the surrounding areas. BREC proposes to use the three parks' approximately one thousand (1,000) acres to create or expand water bodies, lay back slopes, and create landscapes that are intentionally floodable. This will allow for the rerouting of stormwater from surrounding waterways and drainage systems and create larger storage areas for the diverted stormwater, while providing open land to allow for the infiltration of rerouted stormwater. Implementation of these mitigation techniques will aid in the prevention of backwater flooding during regional flood events and ensure lower water surface elevations of the surrounding areas. These actions reduce water surface elevations downstream of the project locations and reduce backwater flooding at the confluence. Additionally, plans call for the construction of enhanced recreational activities such as nature and bike trails, canoe launches, splash pads, and community gardens.

The proposed project area is located within three parks that are already owned and operated by BREC. No additional land will be acquired. The project scope of work includes property survey, finalizing design, obtaining permits, and construction. The project proposes the rerouting of stormwater from surrounding waterways and drainage systems and the creation of larger storage areas for the diverted stormwater, while providing open land to allow for the infiltration of rerouted stormwater. To accomplish this, the depths of several ponds in the area will be increased by four feet, resulting in the excavation of approximately 217,000 cubic yards of earthen material (see Figure E.1 below).

Hydrologic Capacities

Project implementation is expected to increase the hydrologic capacity of the area due to the construction of intentionally floodable areas and expansion of existing water bodies throughout the three parks. These areas will provide additional storage for diverted stormwater.

Landcover Changes

A key component in accessing the infiltration of an area is land cover. The land cover of the project area varies mostly between woody wetlands and open land areas, resulting in higher infiltration rates throughout the parks. This aids the surrounding developed areas by providing the opportunity for greater stormwater infiltration, therefore mitigating flood risk throughout the watershed. Project implementation would improve the landcover of the area, ensuring that as much water is absorbed as possible, aiding in reduction of backwater flooding for certain storm events.

Best Management Practices

Best management practices for erosion control on streambanks is to maintain the existing vegetation to the extent possible.

Utilities and Hazardous Materials

A review of the Environmental Protection Agency (EPA) NEPAAssist website revealed five sites with hazardous conditions near the parks. One within Greenwood Park at the Baton Rouge Zoo, with the other four along Hooper Road near Hooper Road Park and Comite River Park. All of these sites are at businesses that possess the proper equipment to dispose of its waste properly. The review did not



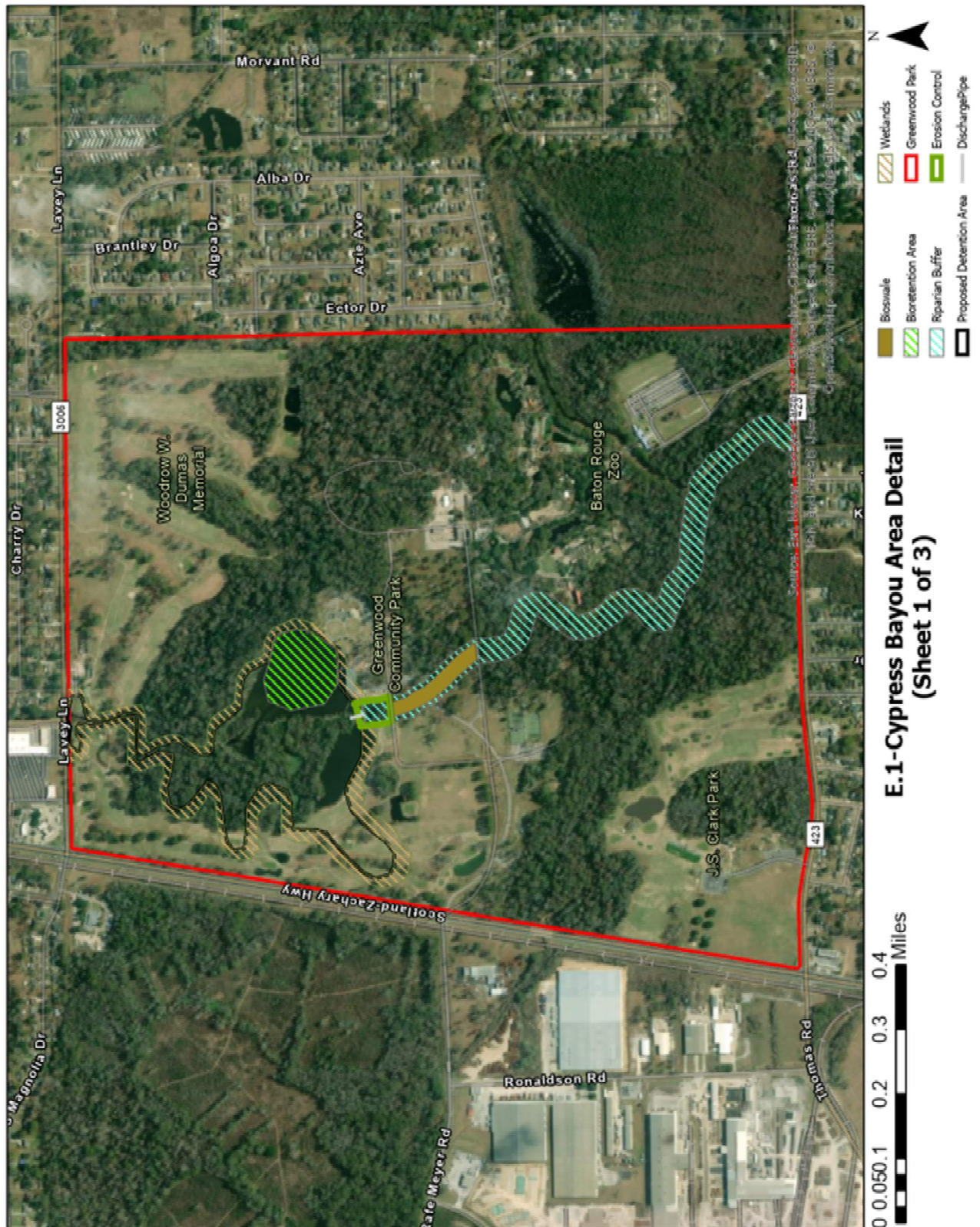
reveal any toxic conditions near the project area. Electric lines and subsurface drainage systems are likely to be found and will be moved with excavation if necessary. Any other utilities on the project site will be determined upon property survey.

Operation and Maintenance

All project locations are owned and operated by the Recreation and Park Commission for the Parish of East Baton Rouge (BREC). Since these locations are existing parks, BREC already has an operation regime in place regarding maintenance of the project area. Thus, BREC has adequate personnel to ensure the long-term success of the project. Their responsibilities include regular maintenance such as trimming and routine inspections to ensure smooth operation. The established responsibilities of BREC will ensure the flood storage and infiltration of the area and continue to provide flood risk mitigation to the area.



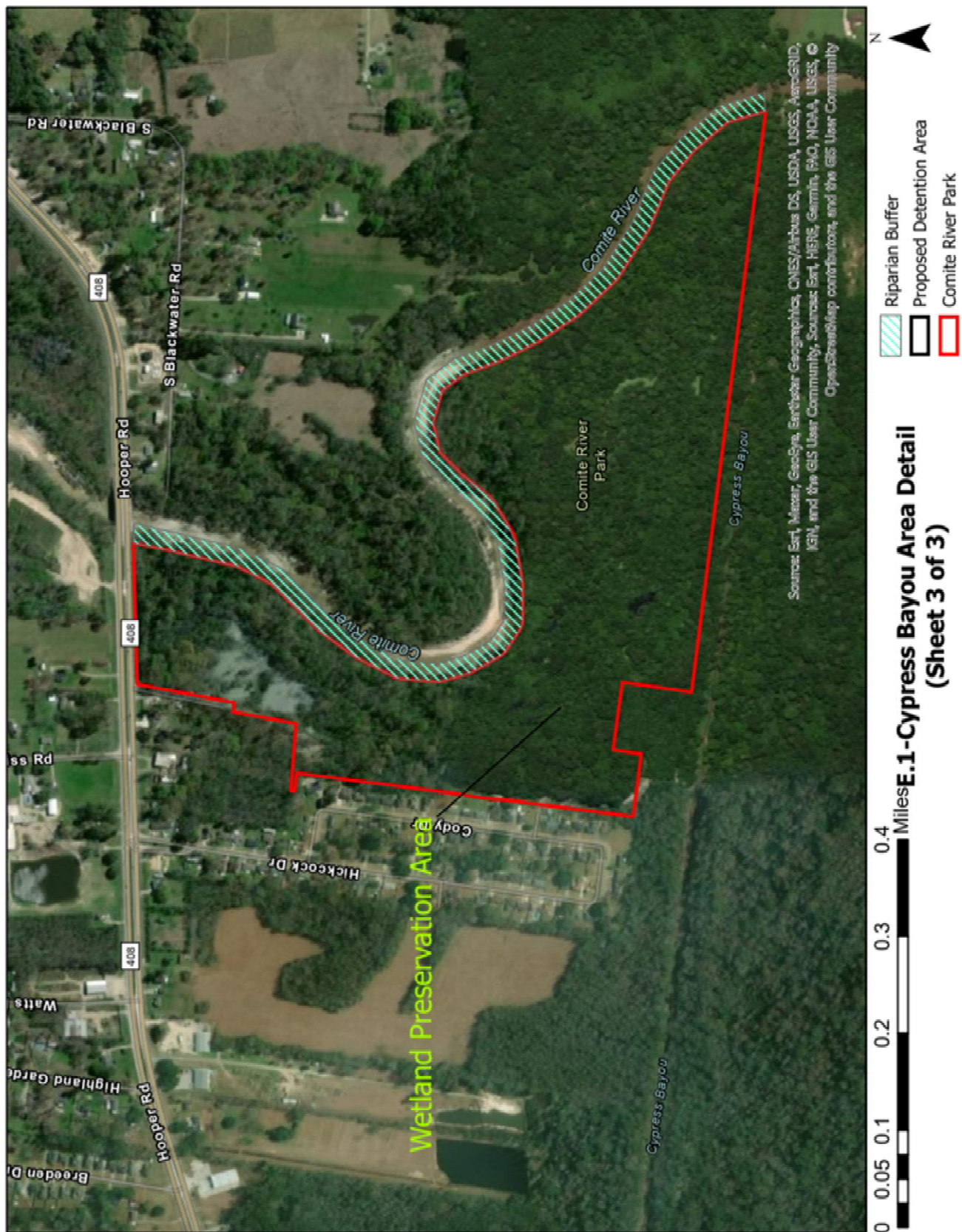
Cypress Bayou Green Infrastructure Project
ROUND 1 FUNDING
Full Application – Not for submittal

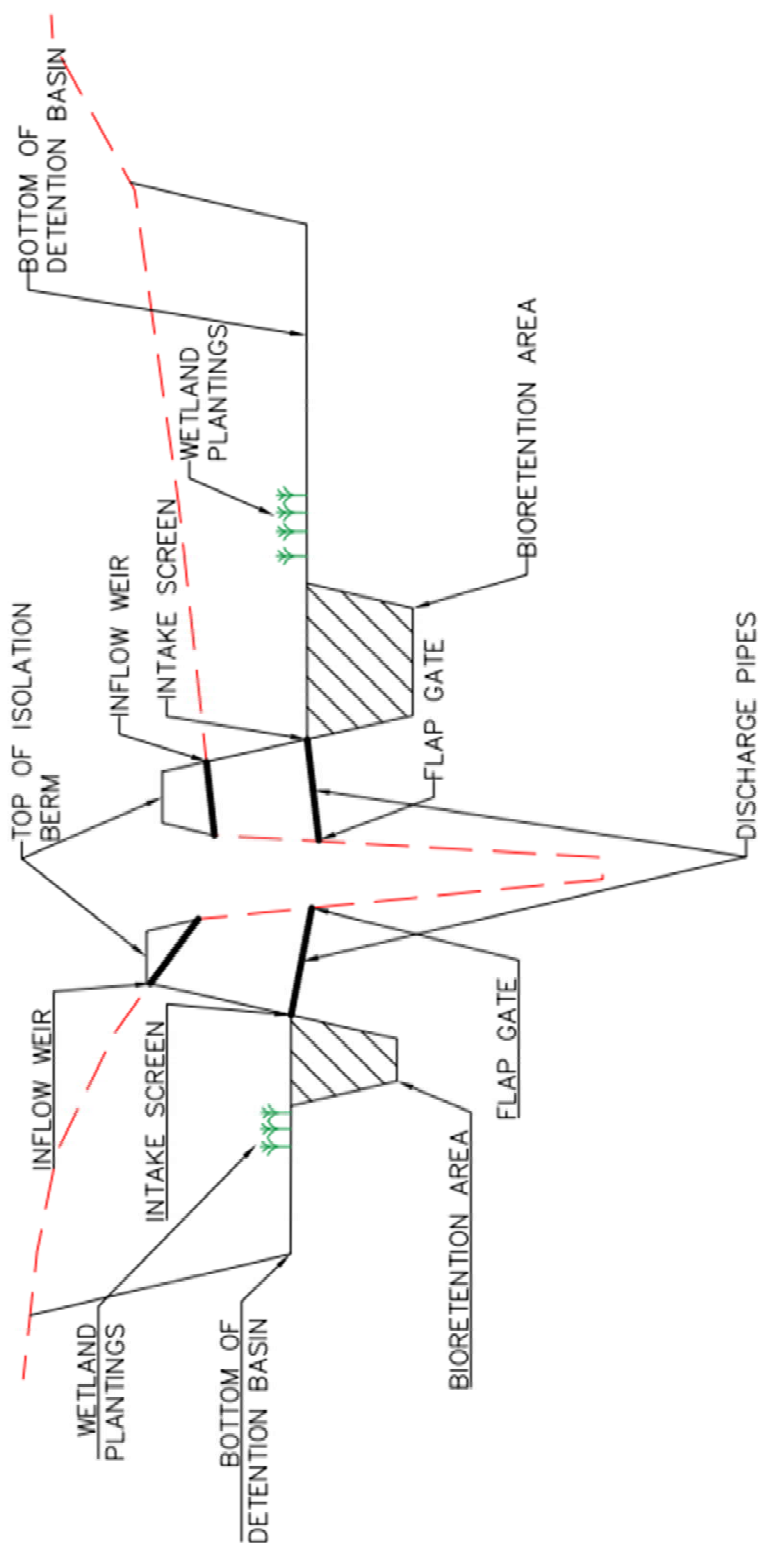






Cypress Bayou Green Infrastructure Project
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E.2-Cypress Bayou Detention Area Detail