



RECREATION AND PARK COMMISSION
FOR THE PARISH OF EAST BATON ROUGE

NOTICE TO SUBMITTERS

Notice is hereby given that submittals will be received by the Recreation and Park Commission for the Parish of East Baton Rouge (BREC) until **Tuesday, April 1, 2025, at 11:00 A.M. CT.** in Room 1501 of BREC Administration Building, 6201 Florida Blvd., Baton Rouge, Louisiana 70806 for:

**Request for Qualifications No. 230
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
SCOTLANDVILLE PARKWAY MOBILITY NETWORK PROJECT**

Qualifications received after the above-specified time will not be considered. Qualifications will be opened immediately after qualification 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 qualifications for just cause and to waive any informalities.

Copies of the solicitation, complete RFQ 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 resides 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 immediate e-mail notification to subscribing bidders that a solicitation or RFP RFQ and any subsequent addenda have been let and posted, notice and receipt thereof are considered formally given as of their respective posting dates.

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

A Non-Mandatory Vendor Pre-Submittal Meeting will be held on **Thursday March 13, 2025, at 1:00 P.M. CT.** For further information, refer to the RFQ document.

BREC is an Equal Opportunity Employer. The Submitter is encouraged to utilize minority participation in this contract to the extent possible by using 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 Three Times: **02/28/25, 03/03/25, 03/10/25**

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

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR

Scotlandville Parkway Mobility Network Project



Solicitation No: 230
RFQ Issue Date: February 28, 2025

Statement of Qualification Opening Date:
Tuesday, April 1, 2025
Submittal 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

(02/28/2025)

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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ATTACHMENT B - BREC Standard Form - Statement of Qualifications for AE Services (BREC SOQ-AE)

ATTACHMENT C

SUBMITTAL FORM
SUBMITTER’S ORGANIZATION
CORPORATE RESOLUTION

ATTACHMENT D

Sample Contract
AFFIDAVIT
Insurance Requirements

APPENDIX A

Figure A1: Project Area

Figure A2: Bridge “B” Aerial Image

REQUEST FOR QUALIFICATIONS
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
Scotlandville Parkway Mobility Network Project
RFQ No. 230

The Recreation and Park Commission for the Parish of East Baton Rouge (BREC) seeks assistance from interested and qualified engineering consulting firms with experience leading civil engineering teams on park projects, including pedestrian bridges and pathways. This team will require the professional services of civil and hydrologic engineers for design development, construction document preparation, bid phase, construction administration, and related services for implementing the Scotlandville Parkway Mobility Network project utilizing the Infrastructure for Rebuilding America (INFRA) grant funds. BREC is soliciting Statements of Qualification for design consultant services to assist BREC with design engineering in compliance with the INFRA grant requirements.

PART I. PROJECT BACKGROUND AND SCOPE OF SERVICES

1.1 Project Description

BREC requests the design for a damaged pedestrian bridge within Scotlandville Parkway at the east end of 70th Avenue. BREC also requests the design of an at-grade concrete path (12 ft wide with a 4 ft buffer on each side where possible) that spans about 17,500 linear feet. Most of the pathway design involves reconstructing existing pathways that connect to designed and to-be-designed bridges, bike-pedestrian boulevards designed by Baton Rouge City-Parish, and existing and newly constructed pathways within Scotlandville Parkway. A section of the path will be brand new and not have a previous pathway and will connect to a recently designed bridge and then to another existing path within Scotlandville Parkway.

1.2 Funding Source

BREC will provide funding for the design of the pedestrian bridge at the end of 70th Avenue and the design of approximately 17,500 linear feet of 12-wide concrete pathway. Construction funding is pending a grant agreement with FHWA. If the INFRA grant funds are not approved, BREC will provide alternate financing for construction. The agreement will be on a lump sum, fixed-price basis, with payment terms to be negotiated with the selected offeror.

1.3 Scope of Services

The Consultant's basic services consist of the phases described below and include the normal services of the Consultant, normal, complementary, or supplementary services of sub-consultants, and any other services included in the contract. Review documents of each phase shall be submitted to the 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 following the standards established by accepted professional groups or by industry standards for that specific work item. The Consultant is responsible for investigating and determining the applicable authorities with jurisdiction and reflecting such requirements of those authorities regarding the 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 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.

BREC will provide a topographic survey for the project area upon completion of the grant agreement with FHWA. The consultant shall coordinate with BREC if additional survey services are needed.

BREC will handle the NEPA permitting process through a third party.

The services to be provided will include:

- 1) Provide a Hydraulic and Hydrologic Study (H&H) (for bridge)
 - 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
- 2) Provide Geotechnical Engineering Services (for bridge)
 - a) Supply all equipment and labor to perform field exploration, drill test bores, sample soils, and laboratory tests for projects as required, including traffic control.
 - b) Evaluate the field data findings. Coordinate with the BREC regarding construction limitations and design decisions based on geotechnical exploration.
 - c) Provide a preliminary geotechnical report for BREC to review and comment.
 - d) Provide a final geotechnical report for each project area, including construction recommendations and a boring log showing the soil profile.
 - e) Assist BREC with any questions during design and construction (if requested).
- 3) Prepare Design Development Documents
 - a) Design Development Plans (50% design)
 - 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 well as all site design and site design elements, materials, and such other elements as may be appropriate for the Project.

- e) Provide feedback with BREC when plans are at 50% or when sending invoices. Correspondence can be via virtual Teams meeting and/or with a written progress report summary included via email.
- 4) 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
 - d) Assist BREC with any questions (if requested).
- 5) Prepare Construction Documents
 - a) 98% Design Plans and Specifications
 - b) 100% Final Design Plans
 - c) 100% Final Specifications
 - d) Updated Statement of Probable Cost
 - e) 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
 - f) Provide feedback with BREC when plans are at 98% and at 100% and/or when sending invoices. Correspondence can be via virtual Teams meeting and/or with a written progress report summary via email.
- 6) Provide Bid Phase Services
 - a) Prepare an 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 following 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
- 7) Provide Construction Administration Services
 - a) Provide engineering during construction
 - b) Conduct monthly progress meetings for the duration of construction
 - c) Prepare and submit monthly progress reports for the duration of construction
 - d) Review and approve contractor submittals
 - e) Review and respond to contractor requests for information
 - f) Approve and certify contractor requests for payment
 - g) Periodic site visits by PM (weekly)
 - h) Periodic site visits by principal sub-consultants and discipline leads (bi-weekly)
 - i) Conduct substantial completion inspection
 - j) Prepare a certificate of substantial completion with a punch list
 - k) Conduct final walk-through
 - l) Make recommendation of acceptance
- 8) Conduct Project Closeout

- a) Prepare and submit construction record drawings
- b) Review and submit operation and maintenance manuals provided by the contractor award.

1.4 Deliverables

The following is a list of deliverables and a timeline that may be subject to change during Contract negotiations with the selected team. Due to the deadline for the INFRA grant, the consultant must be able to complete 100% Final Construction Documents and Environmental Permitting by **Sunday August 31, 2025**

- A. Hydrologic and Hydraulic Report (for bridge “B”)
- B. Geotechnical Engineering Services (for bridge “B”)
- C. Design Development - 50% Design Documents
- D. 98% and 100% Final Construction Documents and Environmental Permitting
- E. Bid Phase Services
- F. Construction Administration
- G. Project Closeout

1.5 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about Tuesday May 27, 2025, and is anticipated to conclude within two (2) years.

1.6 Location

Location of the work:

- Scotlandville Parkway - 3200 Harding Blvd, Baton Rouge, LA 70813
- See appendix for project location extents

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

- BREC’s Administrative Offices – 6201 Florida Boulevard, Baton Rouge, Louisiana, 70806.

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 this RFQ presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit submittals in response to this RFQ.
- f. May - The term “may” denotes an advisory or permissible action.
- g. Must - The terms “must” denote 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 submittals and recommend

award.

- k. Shall - The term “shall” denotes mandatory requirements.
- l. Should - The term “should” denotes 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 sub-consultants

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. 230

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR

SCOTLANDVILLE PARKWAY MOBILITY NETWORK PROJECT

SUBMITTAL OPENING DATE/TIME: April 1, 2025; 11:00 A.M. CT

to:

BREC Purchasing Division

6201 Florida Blvd.

Baton Rouge, LA 70806

All submittals shall be received no later than Tuesday 11:00 A.M. CT, April 1, 2025

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.
- Submittals 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-submittal conference call (non-mandatory)	March 13, 2025; 1:00 P.M. CT.
2. Deadline for Respondents to send written inquiries	March 20, 2025; 11:00 A.M. CT.
3. Deadline for BREC to answer written inquiries via addenda	March 26, 2025; 11:00 A.M. CT.
4. Submittal Deadline	April 1, 2025; 11:00 AM CT.
5. Committee Review period	April 2, 2025 – April 17, 2025
6. Shortlist notification (tentative)	April 11, 2025
7. Shortlist team interviews (tentative)	April 16, 2025
8. Selection notification	April 18, 2025
9. Commission approval	April 24, 2025
10. Contract Negotiations and Start of Work	April 25, 2025 – May 27, 2025

2.3 Submittal Format

Submittals should be organized in a clear and concise manner. **Ten (10) paper sets and one (1) digital set (USB drive) of the entire RFQ package are required to be submitted by the submittal opening date and time.** The format for the submittal should be as follows:

1. Cover Letter / Executive Summary - See below.
 2. BREC Standard Form - Statement of Qualifications AE Services (BREC SOQ-AE) – Attachments A & B. See Below for more information.
 3. Submittal Documents – Attachment C. Complete forms as noted, including bidder’s organization, and corporate resolution as required.
1. **Cover Letter** – Provide an introductory letter serving as an Executive Summary (maximum of two pages) on firm letterhead indicating:
- a. Contact information: Name of firm, Federal Tax ID number of firm; contact person and title, address, phone, e-mail; Contact person shall be authorized to contractually obligate the Respondent on behalf of the Respondent.
 - b. Summary: A short statement summarizing the Submitter’s understanding of the scope of the project, ability to perform the services described in the RFQ and confirms that Submitter is willing to perform those services and enter into a contract with BREC.
 - 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. Any other information that the Respondent feels appropriate;
 - g. RFQ Compliance: Illustrating and describing compliance with the RFQ requirements.
 - h. Signature: By signing the letter and/or the submittal, the Respondent certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the submittal must be:
 - i. A current corporate officer, partnership member, or other individual specifically authorized to submit an RFQ 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.
 - i. Disadvantaged Business Enterprises (DBE): BREC strongly encourages the acquisition of professional services from and direct participation of disadvantaged business enterprise (“DBEs”) from the State of Louisiana and Baton Rouge Region. The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the Louisiana Unified Certification Program Disadvantaged Business Enterprise (“LAUCP-DBE”). BREC’s desired goal is to have a 15% DBE participation.
2. **BREC Standard Form - Statement of Qualifications for AE Services** –
See Attachment A for Instructions for Completing the BREC SOQ-AE, Attachment B.
- a. Please note that the prime firm must use the BREC Standard Form - Statement of Qualifications AE Services (BREC SOQ-AE). Only prime firm forms will be required for submission. A blank form has been attached to this solicitation and must be provided as part of the RFQ package. Civil

firms are to be the prime, and are limited to one submittal, whether alone, or as a joint venture. If a prime firm submits more than one (1) application for this project, all Qualification Statements of such firm will be rejected. This does not limit specialty Engineering firms from entering into non-exclusive non-prime agreements as a consultant to more than one Submittal Respondent.

- b. The submission of Form BREC SOQ-AE is to be by the prime firm only. Item 6 of that form is for the listing of subconsultants. Subconsultants are not to submit a Form BRECSOQ-AE.
- c. Some pages of the Form BREC SOQ-AE may be reproduced in order to complete the submission of the required information, such as Item 6. Additionally, failure to submit all of the information on Form BREC SOQ-AE shall be considered non-responsive and may be disqualified.
- d. Submittal Respondents shall respond to the written RFQ and any exhibits, attachments, or amendments.
- e. Unless otherwise stated or required by the instructions, no attachments or embellishments to the Form BREC SOQ-AE are requested or allowed.
- f. The purpose of this form (BREC SOQ-AE) is to provide members of the selection committee with specific information regarding the qualifications of interested firms submitting for this project.

2.4 Procedures for Questions/Clarifications Before Submittal

All inquiries and/or requests for clarification must be submitted by email no later than **Thursday 11:00 A.M. CT., March 20, 2025**. Requests for clarification received after this date will be discarded.

Submit questions by email to:

Dedra Fountain, BREC Purchasing Division
(225)-272-9200 ext. 1581
dedra.fountain@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 because 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 prospective Respondents.

Non-Mandatory Pre-Submittal Conference Call / Meeting

March 13, 2025; 1:00 P.M. CT.

In-person:

BREC Administration Building, Room 1003 (HR Training Room, 1st Floor)

Remote:

To join the meeting, click the following link: <https://zoom.us/j/5434694680>. Participants may use computer audio or dial in at 1-646-558-8656, 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 should have at least one duly authorized representative attend the Pre-submittal Conference.

Although impromptu questions and spontaneous answers will be permitted during the conference, BREC's official answer or position 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 submittal. Your cost proposal will not be considered confidential under any circumstance. Any submittal 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 Submittal. 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" to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the submittal 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. Suppose the owner of the asserted data does not want the information disclosed. In that case, 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 submittal, including proprietary information contained therein, available to the Purchasing Division personnel or other BREC agencies or organizations to assist BREC in evaluating the submittal. BREC shall require said individuals to protect the confidentiality of any specifically identified proprietary or privileged business information obtained because they participated in these evaluations.

If your submittal contains confidential information, you should also submit a redacted copy along with your submittal. 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 mark the cover as "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 Submittal

BREC will not be liable for any error in the submittal. The respondent will not be allowed to alter submittal documents after the deadline for submission, except under the following condition: BREC reserves the right to make corrections or clarifications due to patent errors identified in submittals 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 an Addenda to the RFQ at any time. BREC also reserves the right to cancel or reissue the RFQ.

Suppose the Respondent needs to submit changes or addenda. In that case, they shall be submitted in writing before the submittal opening, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant submittal section, and submitted in a sealed envelope marked as stated in Section 1.5. Such shall meet all requirements for the submittal.

A Respondent may withdraw a submittal at any time up to the submittal closing date and time. A written request signed by the Respondent's authorized representative must be submitted to Purchasing to accomplish this.

2.8 Material in the RFQ

Submittals shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which BREC may provide according to the RFQ.

2.9 Waiver of Administrative Informalities

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

2.10 Submittal 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 submittals or to cancel this RFQ if it is in the best interest of BREC to do so. Failure to submit all requested non-mandatory information may result in BREC giving a lower score in the submittal evaluation.

2.11 Ownership of Submittal

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 submittals 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 before issuance of or entering a Contract. Costs associated with developing the submittal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the RFQ are entirely the responsibility of the Respondent. They 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 the contract, audit of records, EEOC and ADA compliance, record retention, the content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on a 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 Submittal Validity

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

2.16 Prime Consultant Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his submittal, whether he produces or provides them. BREC shall consider the selected Respondent the sole point of contact concerning contractual matters, including payment of 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 before 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, the successful vendor, if applicable, shall supply evidence of a current occupational license and/or permit issued by BREC.

2.18 Use of Subconsultants

Each Consultant shall serve as the 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 sub-consultant 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 its projects. Respondents/Prospective Consultants are strongly encouraged to make positive efforts to utilize minority sub-consultants for a portion of this project. Respondents are requested to include in their submittal a description of plans for minority participation under this Contract as suppliers or sub-consultants.

Each sub-consultant must also provide the information required of the prime Consultant under the terms of the RFQ and agree to be bound by the contract terms. 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 whose submissions are reasonably susceptible to being selected for award. BREC reserves the right to enter into an Agreement without further discussing the submittal based on the initial offers received.

If conducted, any commitments or representations made during these discussions may be formally recorded in the final contract.

Written or oral discussions/presentations may be conducted to enhance BREC's understanding of all submissions. During these discussions, neither negotiations nor changes to vendor submissions will be allowed. Submissions may be accepted without such discussions.

2.20 Acceptance of Submission Content

If a contract ensues, the mandatory RFQ requirements will become contractual obligations. Failure of the successful Respondents to accept these obligations will result in the rejection of the submission.

2.21 Contract Negotiations

Suppose the Respondent, whose submission is most responsive to BREC's needs and evaluation factors outlined in the RFQ considered, does not agree to a contract. In that case, that submission 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 the BREC Commission before the 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 discussing the submission based on the initial offers received.

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

In no event is a Respondent to submit its standard contract terms and conditions as a response to this RFQ. The Respondent needs to address the specific language in the submission form and sample contract (Attachments A and B) and submit 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 except for non-negotiable contract provisions.

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

The award shall be made to the Respondent whose submission, 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. All parties concerned will complete and sign a contract 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 of the evaluation process's outcome. 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

The participating Respondents may schedule debriefings after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. To schedule a debriefing, contact may be made by phone at 225-272-9200 extension 1581 or by E-mail at dedra.fountain@brec.org. Debriefings will be solely for reviewing their submission scoring results with the requesting vendor.

If the requesting vendor wishes to view other file documents, a Public Records request following 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 sub-consultants as insureds under its policies or shall ensure that all sub-consultants satisfy the exact insurance requirements stated herein for the Consultant.

2.27 Audit of Records

BREC, others so designated by BREC, or another 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 concerning race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Consultant or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into because 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 the Consultant in connection with the performance of the services contracted for herein shall become the property of BREC. It 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 Submission, 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 Submission.

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, the beginning/ending date of the contract, the scope of work, and/or a Consultant change through the Assignment of Contract process. Once approved, any such changes 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 conditions:

Substitution of Personnel: If, during the contract term, the Consultant or sub-consultant 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 will be submitted to BREC for approval before 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 submission.

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.

Following 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 the facts that form the basis of the protest and the relief requested must be specifically stated. 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 act on protests within fifteen (15) days of receiving them. Upon receipt of a protest, BREC may suspend, postpone, or defer the proposal process and/or award in whole or in part.

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

Protests will be reviewed by a committee appointed by the Superintendent's Office. The committee's decision regarding the protest will be given to the Respondent in writing within ten (10) days after all pertinent information has been considered. The committee's decision 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 sub-consultants, or principals are not

suspended, debarred, or otherwise excluded from, or ineligible for participation in Federal programs or activities following the requirements in 2 CFR 200.214 and 2 CFR 180.300

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

PART III. EVALUATION

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

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

The selection process intends to examine the professional's demonstrated competence and professional qualifications. The 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.

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

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

Formatting your submission 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 submissions: The submittal will be evaluated considering the material and the substantiating evidence presented to BREC, not based on what may be inferred.

The following criteria are important and relevant to evaluating 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 – 30 points
- Schedule – 25 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 clearly understanding the requirements and the work to be performed. 	5
<ul style="list-style-type: none"> An interactive approach with BREC staff and the public, as well as 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 must indicate a percentage of time commitment for each team member throughout the project. The Consultant will be required by contract to commit these personnel throughout the project's life. 	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	30 pts total
<ul style="list-style-type: none"> Proposed methodology for completing work 	10
<ul style="list-style-type: none"> Demonstrate a 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
Schedule	25 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 100% Final Construction Documents and Environmental Permitting by August 31, 2025. 	15
TOTAL POINTS POSSIBLE	100 pts

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

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

Qualification responses will be incorporated into any resulting contracts between BREC and Consultant. The Consultant will be held accountable to their proposed plans, schedule, and/or milestones as approved and otherwise agreed upon. BREC reserves the right to modify the proposed plans within resulting contracts to suit the needs of BREC.

A standard application for payment will be agreed upon by all parties to track progress and approve payment.

PART V. FEDERAL CLAUSES

5.1 Civil Rights

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964 and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national

origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

5.2 Anti-Kickback Clause

The Service Provider hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Service Provider or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.3 Clean Air Act

The Service Provider hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.4 Energy Policy and Conservation Act

The Service Provider hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.5 Clean Water Act

The Service Provider hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.6 Anti-Lobbying and Debarment Act

The Service Provider will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

5.7 Prohibition of Discriminatory Boycotts

In accordance with LA R.S. 39:1602.1 the following applies to any bid with a value of \$100,000 or more and to vendors with five or more employees:

By submitting a response to this solicitation, the submitter certifies and agrees that the following information is correct: in preparing its response, the submitter has considered all submissions from qualified potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel controlled territories with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination or commercially limiting action. BREC reserves the right to reflect the response of the submitter if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

5.8 Certification of no federal suspension or debarment

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "audit requirements in Subpart F of the Office of

Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

INSTRUCTIONS FOR COMPLETING FORM BREC SOQ-AE

Note: Numbers below correspond to numbers contained in Form BREC SOQ-AE (dated 05/29/24).

1a. Indicate in this block the complete name of the submitting Prime Firm.

1b. Indicate in this block the address (physical and mailing, if different) of the specific office of the prime firm that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block that the address shown is for the “main office” or “branch office”.

2a. Indicate in this block the name, title, state license or registration number, telephone number, fax number and e-mail address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.

2b. This block shall be signed and dated by the individual indicated in Block 3a. All information contained in the form should be current and factual. **Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.**

3a. If applicable, indicate the firm’s Louisiana State Board of Architectural, Engineering, Surveying, Landscape Architectural, Interior Designer License or Registration number and the date granted. For an individual or non-incorporated firm, a copy of your current Registration Certification Card shall be attached to the form. For all architectural, engineering, surveying, landscape architectural or interior design firms that are incorporated, a copy of the firm’s Certificate of Registration shall be attached to the form. **Failure to attach the required Registration Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.**

3b. If applicable, indicate the firm’s East Baton Rouge Parish Occupational License Number on this line, or if no office or facility in the Parish of East Baton Rouge, the information for the firm's location.

4. Indicate in this block by discipline, the number of all Prime Firm employees presently employed at the work location (Item 1b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.

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

5. The Prime Firm shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item 1b).

6. The Prime Firm shall list in this block the name(s) of the various sub-consultants(s) that will be performing other work task(s). Please identify if the consultant is a DBE firm. The prime shall also indicate the specific technical or professional responsibilities the consultants(s) will be performing, and the percentage of the total work that will be performed by the consultant. Additionally, the prime shall indicate in the appropriate block the prime’s previous working

relationships with the consultant or associate listed. Additional copies of Item 6 may be attached.

7. Indicate in this block the overall project organizational chart showing individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any sub-consultants, if applicable. The individual who is the contact person (Item 2a) shall also be indicated in the organizational chart and their relationship to the project team. **A Project Manager shall be clearly identified that will be assigned to lead the project throughout its entirety.** The names listed will be expected to be on the team for the Project if awarded the contract.

8. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 4) on this project. Care should be taken to limit resumes to only those key persons or specialists that will have major project responsibilities. Each resume must include: (a) name of each key person, title, company; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; (d) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired; and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with BREC and greenways and trails and bridges, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)

9. In this block the respondent shall list the five (5) largest current projects the prime firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) and location of project, including name of client, contact person and their telephone number. Required information must include: (a) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

10. The respondent may list up to seven (7) projects that the prime firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on, this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

11. The respondent must list in this block all BREC projects which have been awarded the firm as prime firm during the past ten (10) years. Required information must include: (a) name and type of project, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

12. Use this space to best illustrate qualifications of this firm to perform this project, project approach, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to items listed in the RFQ Evaluation Criteria (PART III) and the stated scope of work should be included. A maximum of four (4) additional sheets may be utilized to answer this question. All other attachments not specifically requested are considered embellishments.

BREC STANDARD FORM Statement of Qualifications AE Services (BREC SOQ-AE)		Prime Engineering Services	
1a. Official Name of Firm	1b. Official Address (mailing and physical if different)	RFQ No. 230 Professional Engineering Design Services for Scotlandville Parkway Mobility Network Project	
2a. Principal to contact (must be same person certifying Item 2b). Name/Title: LA License/Registration No.: Telephone No.: Fax No.: E-Mail:		2b. I certify that the following information is accurate and complete to the best of my knowledge. Signature: _____ Date: _____	
3a. Prime Firm's Louisiana license/registration number and date granted (note: Attach a copy of document).		3b. Current local occupational license number, if applicable.	
4. Personnel by discipline of <u>Prime Firm</u> (list each person only once, by primary function). All disciplines may not be necessary for project.			
_____ Administrative	_____ Electrical Engineers	_____ Landscape Architects	_____ Other
_____ Architects	_____ Engineer-In-Training	_____ Land Surveyor-In-Training	_____
_____ Civil Engineers	_____ Environmental Engineers	_____ Mechanical Engineers	_____
_____ Construction Inspectors	_____ Estimators	_____ Professional Land Surveyors	_____
_____ Draftsmen/CADD Operators	_____ Geologists	_____ Sanitary Engineers	_____
_____ Designer/Technician	_____ Geotechnical Engineers	_____ Specification Writers	_____
_____ Ecologists	_____ Interior Designers	_____ Structural Engineers	_____ Total Personnel
5. Indicate the area(s) of responsibility for this project of the Prime Firm.			

USE ADDITIONAL SHEETS IF NEEDED

6. List Sub-consultants to be utilized on this project. A Sub-consultant not listed here may be utilized on this project only after obtaining written concurrence from BREC, if applicable. Include separate DBE documents as needed.			
Name and Address	Specific Responsibilities and scope of work on this project	Approximate % of work this project	Worked w/ Prime before (YES or NO)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

USE ADDITIONAL SHEETS IF NEEDED

7. Project organization chart. Identify the key personnel and their responsibilities for this project. A Project Manager shall be clearly identified that will be assigned to lead the project throughout its entirety. Include Sub-consultants as appropriate.

8. Brief resume of key personnel.	
a. Name and title, and company	a. Name and title, and company
b. Position or assignment for this project	b. Position or assignment for this project
c. Years professional experience With this firm _____ With other firms _____	c. Years professional experience With this firm _____ With other firms _____
d. Active registration: state/discipline/license number or applicable certifications for inspectors	d. Active registration: state/discipline/license number or applicable certifications for inspectors
e. Specific experience and qualifications relevant to this project	e. Specific experience and qualifications relevant to this project

USE ADDITIONAL SHEETS AS NEEDED

9. List five (5) largest current projects under contract or under contract negotiations that are being (or will be) performed at the official address listed in Item 1b.				
a. Project Type or Name Project <ul style="list-style-type: none"> Description Name of Architect in Responsible Charge Client Contact Person and Phone Number 	b. Nature of firm's responsibility	c. Actual (A) or Estimated (E) fee	d. Current status or percent complete	e. Actual (A) or estimated (E) completion date
1.				
2.				
3.				
4.				
5.				

10. List up to seven (7) projects your firm has performed within the past 10 years that are similar or comparable to the proposed project.				
a. Project Type or Name Project <ul style="list-style-type: none"> Description Name of Architect in Responsible Charge Client Contact Person and Phone Number 	b. Nature of firm's responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (A) or estimated (E) completion date
1.				
2.				
3.				
4.				
5.				
6.				
7.				

11. List all BREC projects which have been awarded to applicant as a prime during the past ten (10) years.				
a. Project Type or Name Project <ul style="list-style-type: none"> Description Name of Architect in Responsible Charge Client Contact Person and Phone Number 	b. Nature of firm's responsibility	c. Actual (A) or estimated (E) fee	d. Current status or percent complete	e. Actual (A) or estimated (E) completion date

USE ADDITIONAL SHEETS AS NEEDED

12. Use this space to best illustrate qualifications of this firm to perform this project, project approach, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to items listed in the RFQ Evaluation Criteria (PART III) and the stated scope of work should be included. A maximum of four (4) additional sheets may be utilized to answer this question. All other attachments not specifically requested are considered embellishments.

SUBMITTAL FORM

BREC

Sealed Statements of Qualifications will be received until **Tuesday 11:00 A.M. CT, April 1, 2025** by the Purchasing Division, 6201 Florida Blvd, Rm 1501, Baton Rouge, LA 70806 at which time submittals will be publicly opened.

SUBMITTAL 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. 230
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
SCOTLANDVILLE PARKWAY MOBILITY NETWORK 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. Submittal 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 submittal as principals are those named herein; that this submittal 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 submittal 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.

SUBMITTER'S ORGANIZATION

PROPOSER IS:

A 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 DOCUMENT –
INFORMATION PURPOSES ONLY

Sample Contract

for:

REQUEST FOR QUALIFICATIONS No. 230

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR SCOTLANDVILLE PARKWAY MOBILITY NETWORK 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. Hydrologic and Hydraulic Study
- B. Geotechnical Engineering Services
- C. Design Development
- D. Environmental Permitting Documents
- E. Construction Documents
- F. Bid Phase Services
- G. Construction Administration Services
- H. 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 97 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 Submittal 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 Submittal, 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 Submittal.

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

<p align="center">SAMPLE DOCUMENT – INFORMATION PURPOSES ONLY</p>

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. 230
PROFESSIONAL DESIGN CONSULTANT SERVICES FOR
SCOTLANDVILLE PARKWAY MOBILITY NETWORK
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

SAMPLE DOCUMENT –
INFORMATION PURPOSES ONLY

Insurance Requirements

for:

REQUEST FOR QUALIFICATIONS No. 230

PROFESSIONAL DESIGN CONSULTANT SERVICES FOR

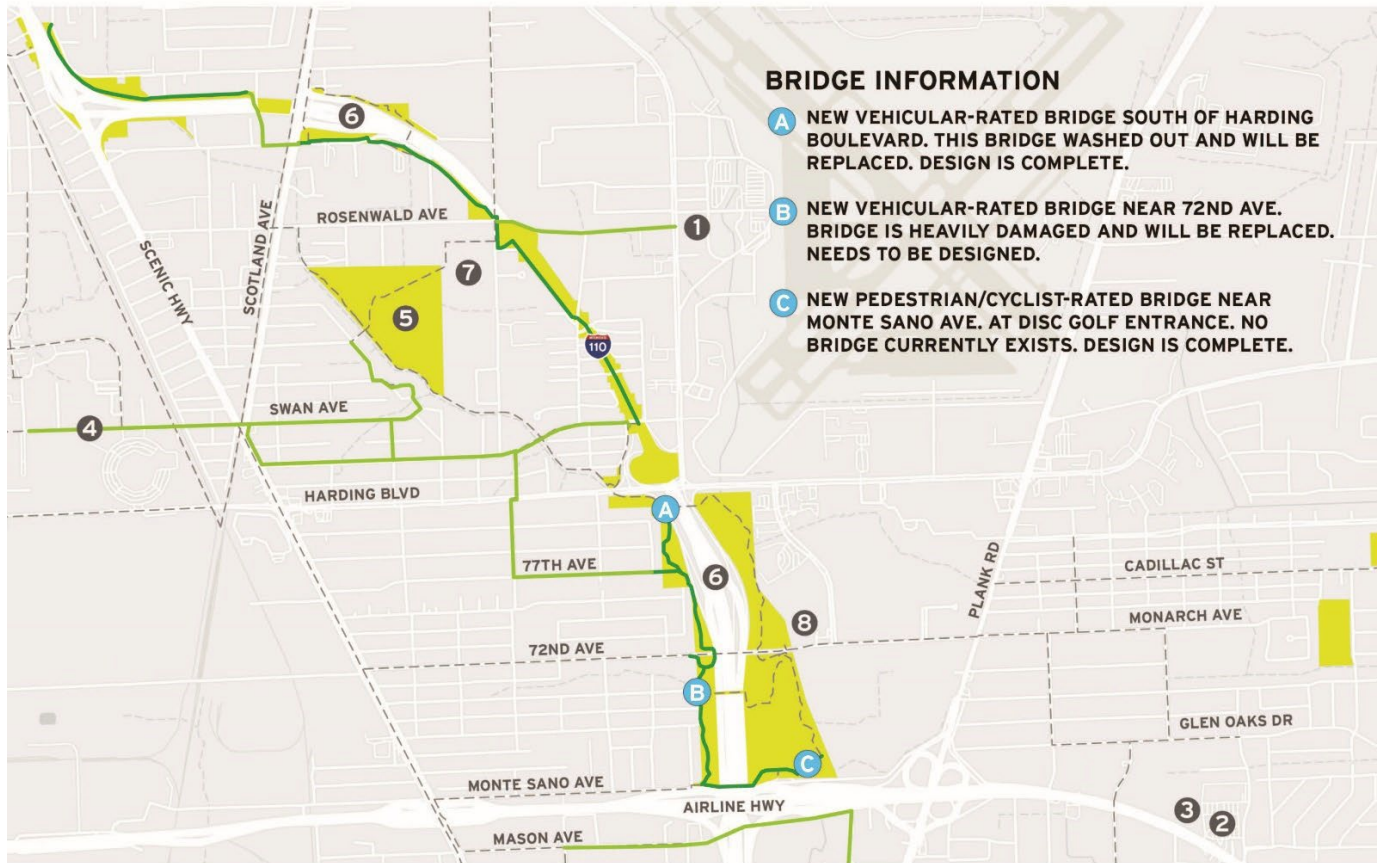
SCOTLANDVILLE PARKWAY MOBILITY NETWORK PROJECT

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 | | |

APPENDIX A

Figure A1: Project Area



City of Baton Rouge, CONANP, Esri, Tom Tom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Note: BREC is requesting the design of the “BREC GREENWAYS”(dark green lines) and “NEW BRIDGE B.”

Baton Rouge City-Parish will design the “EBR BICYCLE BOULEVARDS”(light green lines)

LEGEND

INFRA GRANT

— BREC GREENWAYS

— EBR BICYCLE BOULEVARDS

■ BREC PARKS

--- BIKE PED ROUTES

● NEW BRIDGE

① AIRPORT

② NORTH TRANSIT CENTER

③ OLOL HEALTH CENTER

④ SOUTHERN UNIVERSITY

⑤ ANNA T JORDAN COMMUNITY PARK

⑥ SCOTLANDVILLE PARKWAY

⑦ SPEMA

⑧ EXXON MOBIL YMCA

0 0.25 0.5 Miles



APPENDIX A

Figure A2: Bridge “B” Aerial Image



Image from Nearmap on January 20, 2025