

# **Washington Parish Communications District**

## **Request for Proposal**

Architectural, Engineering, and Construction  
Management Services For A

## **Basic Communications Center For Washington Parish**

(Revision of July 27, 2005)

Franklinton, Louisiana 70438

**WASHINGTON PARISH COMMUNICATIONS DISTRICT  
REQUEST FOR PROPOSALS  
FOR  
Architectural, Engineering, and Construction Management  
Services For A**

**Basic Communications Center For Washington Parish**

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### **REQUEST FOR PROPOSALS**

The Washington Parish Communications District is interested in receiving proposals for professional architectural, engineering and construction management services related to a Basic Communications Center For Washington Parish.

For copies of the Request for Proposals, please submit your request to Joanna Thomas, at wpcde911 @ itsfast.net

## MEMORANDUM

**DATE:** July 5, 2005

**TO:** Interested Parties

**FROM:** James M. Coleman  
Chairman  
Washington Parish Communications District E-9-1-1

**SUBJECT:** Basic Communications Center For Washington Parish

The Washington Parish Communications District E-9-1-1 is soliciting proposals from qualified firms to provide architectural, engineering and construction management services for a Basic Communications Center for Washington Parish.

Services include those related to the :

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

Deliverables include those items so described in the Request for Proposal.

The estimated budget for this project is \$ 300,000 exclusive of professional fees and exclusive of furniture, fixtures, and specialized equipment such as generator, uninterruptible power supplies. These items plus certain smaller portions of the project ie (a) Water well, (b) Sewage treatment, (c) Communications tower, (d) site landscaping, and (d) Electrical hookup to metered demarcation point will be bid out and construction managed by the owner / user agency. Occupancy is desired to be accomplished in the Fall of 2006.

**To be considered for this engagement, your firm must meet the qualifications and satisfy the requirements set forth in the RFP. Completed proposals must be received by 4:00 PM, CST, on Friday, August 26, 2005, at the following address:**

Washington Parish Communications District  
ATTN: James M. Coleman  
805 Pearl Street  
Franklinton, Louisiana 70438

Minority and female owned businesses are encouraged to respond to this solicitation. Any joint ventures or disadvantaged business enterprises should clearly state such in submission of their proposals.

All questions and correspondence should be directed to James M. Coleman in writing at the above address or via email at [wpcde911@itsfast.net](mailto:wpcde911@itsfast.net) .

**WASHINGTON PARISH COMMUNICATIONS DISTRICT  
REQUEST FOR PROPOSALS  
FOR**

Architectural, Engineering, and Construction Management Services for A  
Basic Communications Center For Washington Parish

**1.0 General Introduction**

The Washington Parish Communications District (herein after WPCD) is soliciting written proposals for architectural and engineering services for a basic communications center for Washington Parish. Services include those related to the

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

Deliverables include those items so described in the Request for Proposal.

The estimated budget for this project is \$ 300,000 exclusive of professional fees and exclusive of furniture, fixtures, and specialized equipment such as generator, uninterruptible power supplies. These items plus certain smaller portions of the project ie (a) Water well, (b) Sewage treatment, (c) Communications tower, (d) site landscaping, and (d) Electrical hookup to metered demarcation point will be bid out and construction managed by the owner / user agency. Occupancy is desired to be accomplished in the Fall of 2006.

The Washington Parish Communications District was created by the Washington Parish Government on May 17, 1988 under the provisions authorized by Louisiana Revised Statue 33:9101-9106.

The details of this authority is as follows:

Communication District Authority Given to the Parishes By Bill R.S. 33:9107 in 1983.

Washington Parish Police Jury Enacts Statutes Establishing Washington Parish Communications District on May 17, 1988.

Washington Parish Voters Approve a Levy On All Land Telephones Equaling 5% of the Highest Tariff Rate or \$0.55 per Residential Phone and \$1.43 per Business Phone on November 10, 1988.

The purpose of the district is to establish and manage operations of an enhanced 911 emergency telephone system in Washington Parish. The district is governed by a seven

(7) member board appointed by the parish government. Board members receive no compensation. The Communications District employs two full time personnel to handle the day to day business of the district.

The district has equipped three public safety answering points : Washington Parish Sheriff's Office, Franklinton Police Department, Bogalusa Police Department, with enhanced 911 equipment. Each answering point is staffed by the respective agency's dispatch personnel.

The purpose of this Request for Proposal (RFP) by the Washington Parish Communications District is to solicit proposals from qualified firms to provide architectural, engineering and construction management services for a Basic Communications Center for Washington Parish.

Services include those related to the

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

Deliverables include those items so described in the Request for Proposal.

The estimated budget for this project is \$ 300,000 exclusive of professional fees and exclusive of furniture, fixtures, and specialized equipment such as generator, uninterruptible power supplies. These items plus certain smaller portions of the project such as (a) Water well, (b) Sewage treatment, (c) Communications tower, (d) site landscaping, and (d) Electrical hookup to metered demarcation point will be bid out and construction managed by the owner / user agency. Occupancy is desired to be accomplished in the Fall of 2006.

The following paragraphs describe the concept of this project :

The structure referred to as a Basic Communications Center For Washington Parish is to provide (1) administrative offices for the Washington Parish Communications District, (2) a field office for the use of law enforcement officers, and (3) call taking and dispatch room with two such positions. A preliminary conceptual needs analysis by the District includes the following :

- Lobby
- Administrative Office For District Manager
- Administrative Office For Mapping
- Field Law Enforcement Office
- Two - Three Position Call Taking and Dispatch Room

- Training and Meeting Room
- Employee Break Room
- Male and Female Lockers / Shower / Restroom Facilities
- Equipment Room

The design, engineering, and construction of this facility should include provisions for the construction of a building expansion in the future for the following :

- 911 Call Taking / Dispatch Room for Four Positions
- Emergency Operations Center
- Emergency Living Quarters
- Food Preparation Area
- Additional Storage Areas
- Additional Equipment Room
- Additional Lockers / Shower / Restroom Facilities For Call Taker/Dispatch Personnel
- Additional Break Room Facilities For Call Taker/Dispatch Personnel
- Conversion of Certain Offices to New Uses

The Communications District has prepared certain conceptual drawings and renderings of both the Basic Communications Center and the future expansion of the facility. This information can be found in Appendix A of this Request for Proposal.

These design of this basic facility shall include conformance to the following codes, standards, and guidelines when such conformance is appropriate. Conformance to certain provisions may only be appropriate to the future expanded portion of the facilities and certain portions of the basic facility, When such are deemed appropriate, a thorough analysis of the cost vs benefit of the design alternatives should be presented to the District for approval at the appropriate design stage.

- **Applicable Parish, State, and National building codes, standards, and guidelines which may include:**
- **National Electric Code (NEC)** with modifications appropriate for public safety communications facilities, such as :
  - Maximum resistance to ground of 5 ohms.
- **National Fire Protection Association (NFPA)**  
1221 – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems
- **Federal Emergency Management Agency (FEMA)**  
Design and Construction Guidelines for Community Shelters (361)  
Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings (426)



- **National Institute for Occupational Safety and Health (NIOSH)**  
Guidance for Filtration and Air-Cleaning Systems to Protect Building Environments  
from Airborne Chemical, Biological, or Radiological Attacks (2003-136)
- **Commission on Accreditation of Law Enforcement Agencies (CALEA)**, Public Safety Communications Standards Manual, Paragraph 6.4.1
- **Architectural Barriers Act of 1968**  
As amended 42 USC §§ 4151 et

WPCD extends an invitation to your company to submit a written proposal that includes the following services:

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

Deliverables include those items so described in the Request for Proposal.

Vendors are advised that WPCD 9-1-1 staff will serve as the single point of contact between the Vendor and the Parish during the procurement process. Vendors are strongly discouraged from contacting any other person(s) involved, directly or indirectly, with this procurement.

## **2.0 BACKGROUND**

### **2.1. Current Status**

Washington Parish, is a rural parish (County) in South East Louisiana (Location: 30.85202 N, 90.04154 W) encompassing 669.6 square miles with a population of 43,185 (1990 Census).

The Washington Parish 9-1-1 System has 3 primary PSAP's which currently answers their incoming 9-1-1 calls for assistance and dispatches the appropriate emergency resources. These Public Safety Answering Points are as follows:

<u>AGENCY</u>	<u>ADDRESS</u>	<u>CITY</u>
Franklinton Police Department	409 11 <sup>th</sup> Ave	Franklinton, Louisiana
Washington Parish Sheriff's Office	1002 Main Street	Franklinton, Louisiana
Bogalusa Police Department	202 Arkansas Street	Bogalusa, Louisiana

The purpose of the Washington Parish Communications District is to establish and manage operations of an enhanced 9-1-1 emergency communications system in Washington Parish.

The Communications District employs two full time personnel to handle the day to day business of the district. This includes public 9-1-1 education, emergency response agency liaison, 9-1-1 equipment replacement and maintenance, ANI/ALI database management, Washington Parish map development, maintenance and distribution, plus street addressing outside of the municipalities of Bogalusa and Franklinton.

The district has equipped three primary public safety answering points to receive 9-1-1 calls : The Bogalusa Police Department, the Franklinton Police Department, and the Washington Parish Sheriff's Office.

Each public safety answering point is staffed by the respective agency's dispatch personnel. These dispatch personnel are employed by their "home" agency who is responsible for their pay, performance, supervision, and training.

The activities of the District are (1) Addressing Activities, (2) Public Assistance and Education Activities, (3) Mapping Activities, (4) PSAP Equipment Coordination Activities, (5) Wireless Activities, (6) VoIP Activities, (7) Administrative Activities, and (8) Special Projects. Specific responsibilities can be found at : <http://www.wpcde-911.com> .

### **2.3 Site of Proposed Basic Communications Center**

The location of the proposed basic communications center is on a plot of land presently owned by the Communications District encompassing approximately 3.0 acres and located on the southern end of Dollar Road, in Washington Parish. A surveyor's plat of this property is included in this Request For Proposal and can be found in Appendix B of such.

### **2.4 Proposal Requirements**

Proposals submitted by interested firms should include the following :

- 2.4.1 **Letter of Interest.** Provide a letter that expresses the firm's interest in the proposed project.
- 2.4.2 **Statement of Approach Methodology.** Describe the firm's approach to the proposed project in terms of the design of the basic facility and the integration of

such into the expanded building. Include renderings and other methods to communicate the firm's approach and vision of this project.

2.4.3 **Staffing.** Include those resumes of only the individuals that are going to have direct input on this project. Include the resumes of the actual architects, engineers, designers, project managers, and construction managers that will be working on the project.

2.4.4 **Proposed Schedule.** Proposal shall include the expected beginning and completion dates of the following milestones:

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

2.4.5 **Cost of Services.** Professional services cost shall be quoted on both a (1) Fixed, lump sum basis, and (2) Percentage of construction cost. For either payment method, proposal shall include payment timetable. Please include the allocation schedule of professional services payments utilizing the following benchmarks.

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

2.4.6 **Feasibility of Project.** Based on the firm's approach and vision of the project, provide the Communications District with sufficient information to determine if the project is feasible to accomplish within the stated budget, and if not feasible, a recommendation as to the required budget necessary to accomplish.

#### 2.4.7 Definitions

2.4.7.1 *The Owner* is the Washington Parish Communications District, 805 Pearl Street, Franklinton, Louisiana, 70438.

2.4.7.2 *The User Agency* is the Washington Parish Communications District, 805 Pearl Street, Franklinton, Louisiana, 70438. *The Designer* is a person or organization professionally qualified and licensed to practice Architecture, Engineering, or

Landscape Architecture in accordance with the laws of the State of Louisiana, who is to perform Basic Services for the Project, as named in the Contract.

**2.4.7.3** *Consultants* are individuals or organizations engaged by the Owner or the Designer to provide professional consultant services complementing or supplementing the Designer's Services. As applicable, Consultants shall be licensed to practice in accordance with laws of the State of Louisiana. The Owner shall engage or have the Designer furnish as part of the Designer's Services the services of Consultants which are deemed necessary for the project. Normal Consultants are architects, landscape architects, civil, structural, mechanical and electrical engineers, and others required to provide the services required or implied by the scope of the project; compensation for which is included in Designer's basic fee. Special Consultants are those, other than the above, which the Owner may approve, to perform special services and for which compensation will be in accordance with the Contract for services.

**2.4.7.4** *The Project* is a Capital Outlay Project for which funds have been appropriated or other project for which funds are available, as specifically defined in the Program attached to and stated in the Contract between Owner and Designer.

**2.4.7.5** *The Available For Construction (AFC)* is the actual amount of funds available for awarding the construction contract(s).

### **3.0 Owner – User Agency Responsibilities**

3.1 The Owner's designated representative shall be named prior to the Pre-Design Conference.

3.2 After selection of the Designer and prior to signing of the Contract, the Owner shall furnish to the Designer the Preliminary Program, as described below, and a statement of the Available Funds for Construction (AFC).

3.3 After the Contract is signed by the Owner, the Owner shall schedule and hold a Pre-Design Conference at a location designated by the Owner. This conference shall be attended by the Designer and representatives of the Owner.

3.3.1 The purpose of this conference shall be to initiate a general review and discussion of the Project, including, but not limited to, adopting or confirming the following:

- 1) The Preliminary Program defining (a) the type of usage, number and sizes of spaces required, (b) adjacency considerations, (c) the type and number of people using the facility and (d) the activities to be held in the facility;
- 2) The location of the facility, and relevant site information;
- 3) The Funds Available for Construction (AFC) and the Designer's Fee;
- 4) The Time Schedule outlining anticipated completion dates of designated phases as described in Article 7 hereinafter and the anticipated period of

construction. The Time Schedule for planning phases shall commence with the date of the Pre-Design Conference and shall continue until delivery of all construction documents to the Owner sufficiently complete, coordinated and ready to bid. The number of calendar days in the time schedule shall take into account review periods agreed to between Designer and Owner. Documents will be considered to be “sufficiently complete, coordinated and ready for bid” only if the advertisement for bid can be issued with no further revisions to the Documents except minor corrections and/or additions that can be made by addenda. Corrections and/or additions that require reissuing drawings must be approved by Facility Planning and Control. Design time will not necessarily end at the receipt of the initial Construction Documents Phase submittal to Facility Planning and Control. Any unreasonable re-submittals required to complete the documents will be included in the design time.

- 5) A detailed review of the latest Instructions to Designers and the Bidding and Construction Contract Forms as described in Article 7.1.4.1 (c) hereinafter, which will be given to the Designer prior to his signing the Contract, and the compliance with which shall be a part of the Designer’s obligation under the Contract, including any reasonable revisions made by the Owner and agreed to by the Designer.
- 3.3.2 The Owner shall pay, in addition to the fee, the cost of site surveys described in 7.1.1.4 when deemed necessary by the Designer and agreed to by the Owner. These shall include, but not be limited to, a topographic survey prepared by a registered land surveyor and a geotechnical investigation prepared by a professional engineer.
  - 3.4 The Owner and the User Agency shall examine all documents submitted by the Designer and shall render decisions pertaining thereto, within the scheduled review period to avoid unreasonable delay in the progress of the Designer’s Services.
  - 3.5 The Owner will select a testing laboratory to perform all required tests during construction, and will contract for and pay for all such testing services.
  - 3.6 The Owner shall provide record construction documents of existing buildings or facilities for renovation or addition projects, when those are available.

#### **4.0 Construction Budget (AFC)**

- 4.1 The Construction Budget is the amount of funds Available For Construction (AFC) of the Project as fixed by the Owner and stated in the Contract Between Owner and Designer.
- 4.2 The Designer shall be responsible for designing the project so that the base bid does not exceed the funds Available for Construction. The use of any alternate

bids must be approved by the Owner. The Owner will take into consideration abnormal escalation in construction costs that can be substantiated.

4.3 At the completion of the Program Completion Phase, as stated hereinafter in Article 7, the Designer shall determine whether the funds Available for Construction are realistic for the project when compared with the Completed Program. At this point, or at any other submissions of Probable Construction Cost by the Designer, if such Probable Construction Cost is in excess of funds available (AFC), the Owner shall have the option to:

- 1) Instruct the User Agency to collaborate with the Designer to revise the program so that it will be within the funds available for construction; such program revisions shall be done without additional compensation to the Designer, except as provided in the Contract for services.
- 2) Provide additional funds to increase the Funds Available for Construction (AFC); or
- 3) Abandon or suspend the project.

4.4 When the lowest bona fide Base Bid exceeds the amount Available for Construction, the Owner shall have the option to (1) have the Designer, without additional compensation, modify the Construction Documents as required in order to rebid the project to be within the amount Available for Construction, (2) provide additional funds to award the Construction Contract, or (3) abandon the project.

The lowest bona fide Base Bid is defined as the lowest Base Bid submitted by a licensed Contractor, and not withdrawn in accordance with R.S. 38:2214 which complies in every respect with the bidding requirements of the Contract Documents.

4.5 When the lowest bona fide bid is below the amount available for construction and the designer has reduced the original program scope to reduce costs, and the lowest bona fide bid is less than 90% of the available funds for construction, the Owner shall have the option to have the Designer, without additional compensation, modify the Construction Documents as required to restore requirements of the program that were eliminated to reduce cost.

## **5.0 Compensation**

5.1 Basic Compensation to be paid to the Designer for services and reimbursable expenses shall be negotiated prior to Contract execution.

5.2 The Owner may evaluate the scope, function, complexity, image and context of the project and adjust the modifiers listed below.

- 5.2.1 Full Time Observation Services. An addition may be made to the Basic Fee for full time observation services during construction if determined by the Owner to be warranted.
  - 5.2.1.1 Duplicated Work Factor shall be subject to negotiation between the Owner and Designer on an individual project basis.
  - 5.2.1.2 Multiple Contracts. If the Owner determines that the best interest of the Project is served by bidding and constructing the Project under two or more separate contracts, the fee shall be established for each portion by application of the formula in the Contract for services
  - 5.2.1.3 If a project consists of more than one element, to be bid and constructed under one contract, then the AFC to be used in computing the fee under the formula in the Contract for services shall be the sum of the AFC's of each element.
  - 5.2.1.4 Prefabricated Buildings. A fee to be established and set by the owner for each individual project, not to exceed that stated in 5.1 above.
- 5.3 Payment to the Designer for Additional Services, defined in Article 7.3, shall be made on the basis of Designer's Direct Personnel Expense for performing such services multiplied by a factor as agreed upon in the Contract for services.
  - 5.3.1 Direct Personnel Expense is defined as the normal, straight-time direct salaries of all the Designer's personnel engaged in the Project (technical but not clerical). This shall also include the direct salaries of Designer's Consultants involved in the additional services.
  - 5.3.2 Routine change orders which involve a small amount of effort will not involve extra compensation. Before the Designer prepares a change order for which he feels he is entitled to extra compensation due to the extra effort involved, he shall so notify the Owner and secure Owner's approval to proceed with the change order. When final payment is made to the Designer, all such change orders will be reviewed by the Owner and the Designer's contract will be amended to reflect extra compensation for the change orders which the Owner has determined merit additional fee. The fee will be computed by increasing the contract award by the amount of change orders that qualify for additional fee as described above.
  - 5.3.3 Designer shall prepare change orders caused by errors or omissions of the Designer without additional compensation.
    - (1) The Designer shall be financially responsible for costs that result from errors and/or omissions that exceed an acceptable level pursuant to the standard of care as described in Article 7.1. The Owner shall participate in the cost of omissions to the extent agreed upon in the Contract for services.

*Errors* are changes to the work caused by the Designer for which the Contractor is entitled to payment but for which the Owner receives no value. Typically, these involve work that has been constructed and must be demolished and replaced.

*Omissions* are changes to the work caused by the Designer for which the Contractor is entitled to payment for which the Owner receives value. Typically these involve work that must be added to contract with little or no change to the work that has been constructed.

- 5.3.4 Preparation of documents required for change orders for any cause shall not be started without Owner's prior written approval.
- 5.4 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Designer, his employees or his professional consultants in the interest of the project as directed and authorized by the Owner in writing prior to their incurrence.
  - 5.4.1 The Designer shall pay for the cost of printing Construction Documents for the Owner's and User Agency's use and for regulatory agencies' approvals. The Owner will reimburse the Designer the cost of printing and distribution of all other sets of Construction Documents, over and above the amount of the deposits on same retained by the Designer. The plan distribution and deposits will be as described in the Instructions to Designers. This will include necessary sets for the Contractor to construct the project. If the Designer proposes and the Owner agrees to an alternative form of document distribution, such as an electronic format, the Designer will be reimbursed the direct cost of this method in lieu of the reimbursement described above.
- 5.5 Designer will be paid for prolonged contract administration and observation of construction should the contract time, as may be extended, be exceeded due to no fault of the Designer and liquidated damages are recommended by the Designer. The amount of such payment shall be computed according to the Contract for services.

## **6.0 Payments to the Designer**

- 6.1 Payments on account of Designer's Services shall be made as follows:
  - 6.1.1 Basic Services
    - 1) Upon satisfactory completion of all Basic Services for each phase as described in Article 7, submission of all documents to the Owner and User and upon the Owner's and User's approval of same, which approval shall not be arbitrarily withheld, payment for the following phases of the Designer's services will be made in one lump sum (with the exception of the Construction Documents Phase as described below in 6.1.2); such payments shall be up to the following



percentages of the Designer's fixed fee, either interim or final, as applicable, which percentages are cumulative:

	Phase %	Cumulative %
Program Completion Phase	5%	5%
Schematic Design Phase	10%	15%
Design Development Phase	15%	30%
Construction Documents Phase	30%	60%
Bidding and Contract Phase	5%	65%
Construction Phase	30%	95%
Construction Close Out Phase	5%	100%
Total:	100%	100%

- 2) Monthly in proportion to the Contractor's Certificate for Payment for the following phase: Construction Phase 95%
- 3) Upon satisfactory completion and furnishing required documents to the Owner for the following phase:  
Construction Close-Out Phase 100%

Maximum of 1% of the Designer's fee may be withheld from construction close-out payment until completion of 1 year warranty inspection period.

- 6.1.2 A partial payment for the Construction Documents Phase shall be made when the Designer has completed 100 percent of the Construction Documents and has submitted these to the Owner, the User Agency, and the other required statutory agencies and the Owner determines by inventory check and conformity with Article 7 that all required documents have been submitted, and are sufficiently complete, coordinated and ready to bid, then the Designer shall be entitled to a payment of 70 percent of the fee for the Construction Documents Phase.

Should the Owner's approval of the Construction Documents not be issued within 45 days of submittal due to no fault of the Designer, then the Designer shall be paid an additional payment of 20 percent of the fee for the Construction Documents Phase. The balance of the fee for this phase will be due upon completion of review by Owner and User, when corrections have been made, and when the project is approved for bidding.

- 6.1.3 If any phase or phase payment is delayed through no fault of the Designer, the Owner and Designer may negotiate a partial payment.
- 6.1.4 The Designer shall promptly pay consultants. By signing the Professional Design Services Invoice, the Designer agrees that all consultants will be promptly paid those amounts due them out of the amount paid to the Designer within thirty (30) days. Upon receipt of reasonable evidence of the Designer's failure to pay consultants' amounts due them, the Owner may withhold all or part of the

Designer's payment until he is satisfied that any amounts owed have been paid or otherwise settled.

- 6.2 Payments on account of Designer's Additional Services and for Reimbursable Expenses shall be made on submission of Designer's invoices with supporting data, and their written approval by Owner and User Agency and issuance of an amendment to the Contract covering such services.
- 6.3 Payments to the Designer on Termination, Abandonment or Suspension shall be made in accordance with Articles 9 and 10, hereinafter.

## **7.0 Designer's Services**

- 7.1 Basic Services. The Designer's Basic Services consist of the phases described below and include the normal Services of the Designer and normal complementary or supplementary Services of his Consultants, and any other services included in the Contract. Review Documents of each phase shall be submitted to the Owner and to the User Agency for their approval. In addition, for the Construction Documents Phase, Review Documents shall be submitted to regulatory agencies designated by the Owner or required by law, for their approvals. Designer shall not proceed to any subsequent phase until the requisite written approvals are received and until authorized by the Owner in writing to so proceed. All statements of probable Construction Cost shall be adjusted to the anticipated bid date of the project.

The Designer 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 Designer 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 this contract. The Designer shall without additional compensation, correct or revise any errors or deficiencies in the designs drawings, specifications, and other services.

### **7.1.1 Program Completion Phase**

- 1) After the initial pre-design conference the Designer shall meet and work with the User Agency to determine more detailed program requirements for the project and shall refine and complete the program in a form acceptable to the Owner.
- 2) The Designer shall determine whether the funds Available For Construction are realistic for the project when compared with the completed program, as described in Article 4.3.

- 3) The Completed Program shall be submitted to the Owner and the User Agency for their written approval and thereafter only the Owner shall have authority to alter the Program. Any authorization by the Owner to alter the Completed Program shall be in writing.
- 3) The Designer shall obtain one or more proposals from registered land surveyors and geotechnical engineers when required for the Project and recommend to the Owner for his approval. The Owner will contract directly for such services or may, with the agreement of the Designer, include them in the Designer's contract to be paid separately from the fee.
- 5) The Designer shall finalize the Time Schedule as described in **Article 3.3.1-4**, for the Owner's approval.

#### 7.1.2 Schematic Design Phase

- 1) Based on the approved Completed Program, funds Available For Construction, Site Location and Time Schedule, the Designer shall prepare Schematic Design Documents in such format and detail as required by the Owner, consisting of drawings, outline specifications and other documents illustrating the general scope, scale and relationship of the Project components for the written approval of the Owner and the User Agency. Detail submittal requirements are described in the Instructions to Designers.
- 2) The Designer shall submit to the Owner and User Agency a Statement of Probable Construction Cost based on current area, volume or other unit costs method.
- 3) An analysis of requirements of applicable Louisiana Codes as they relate to this project shall be prepared by the Designer and submitted for review and approval. It shall be the responsibility of the designer to verify the latest edition of the codes and standards in effect for use on a project.

#### 7.1.3 Design Development Phase

- 1) Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Program or the funds Available for Construction, the Designer shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, expanded outline specifications based on of the Construction Specifications Institute (CSI) format, and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required. Detail submittal requirements are described in the Instructions to Designers.

- 2) The Designer shall submit to the Owner and User Agency a Statement of Probable Construction Cost based on the current version of the Construction Specifications Institute format. This shall have back-up material and data in such format and detail as required by Owner to support each of the Divisions.
- 3) The Designer shall submit a more detailed analysis of the codes required by Louisiana Codes, consisting of, but not necessarily limited to, statements of (1) Classification of occupancy, (2) Classification of construction, (3) Code allowable area increase for exceptions.
- 4) A preliminary Energy Conservation Analysis for the Project shall be prepared by the Designer and submitted to the Owner for review and approval. The requirements of this analysis shall be as detailed in the Instructions to Designers, referred to hereinbefore.

#### 7.1.4 Construction Documents Phase

- 1) Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the funds Available for Construction, authorized by the Owner, the Designer shall prepare for written approval by the Owner, the User Agency, and other State Regulatory agencies as required by law, the following documents bearing the Designer's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project:
  - (a) Working Drawings, Dimensioned plans, elevations, sections, details and schedules of all architectural, landscaping, civil, structural, mechanical and electrical work in the project. Detail submittal requirements for working drawings are contained in the Instructions to Designers.
  - (b) Technical Specifications - of the materials, processes or systems to be incorporated in the work, using the Construction Specifications Institute format. State law prohibits the Designer from closing specifications on any item in the specification except as provided for in R.S. 38:2290-2296 and in R.S. 38:2290. A. Any reason for closing specifications as provided for by law shall be brought to the attention of the Owner in writing for review. Additional requirements for specifications are contained in the Instructions to Designers documents, which will be furnished to the Designer.
  - (c) Bidding and Construction Contract Forms - the Owner will furnish to the Designer policy requirements that the Designer must include in his Documents on the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Contract Between Owner and Contractor, Performance and Payment Bond, Non-Collusion Affidavit, and other forms used by the Owner. The Designer shall consult with the Owner to determine if a

Prevailing Wage Determination from the Secretary of Labor should be included in the Documents and obtain one if necessary.

- (d) All documents shall be complete and coordinated. The Designer is responsible for coordination of all documents and all disciplines. The Designer is responsible for coordination between all named products and performance criteria.
- 2) The Designer shall submit to the Owner and User Agency an updated Statement of Probable Construction Cost based of the Construction Specifications Institute format with back-up material as described in 7.1.3 above.
  - 3) The Designer shall update and verify the Energy Conservation Analysis prepared in the Design Development Phase.
  - 4) The Designer shall submit one bound copy of all design calculations on the Project for the Owner's files.

#### 7.1.5 Bidding and Contract Phase

- 1) Upon receipt of written approval from the User Agency and other State regulatory agencies, receipt of corrected and completed Construction Documents, and approval of the latest Statement of Probable Construction Cost, the Owner may advertise the Project for bids and shall be assisted by the Designer in obtaining bids. It is the Designer's responsibility to have approvals which have not expired or will not be expired by the time of anticipated contract award.
- 2) The Designer shall be responsible for the furnishing and distribution of copies of Construction Documents to (1) all Contractors licensed in accordance with State law who desire to bid the Project, subject to deposit requirements as provided for in the Advertisement for Bids, (2) to recognized construction trade organizations maintaining plan rooms as directed by the Owner (3) to the User Agency, and other State agencies and regulatory authorities as required or directed by the Owner. Plan deposits shall be in accordance with the Owner's requirements and Public Bid Law. Designers may recommend alternative methods of document distribution for approval. Alternative methods must:
  - a) Provide equal or better access by potential bidders than the conventional method described in the Instructions to Bidders. For exclusively electronic plan distribution, prospective plan holders must be able to download files in a reasonable time and print paper copies, or have them printed, at a reasonable cost.
  - b) Comply with all provisions of Public Bid Law particularly with regard to R.S. 38:2212 A (1) (e).

- 3) The Designer shall be responsible for evaluating prior approval requests for substitution of materials, products and equipment required by the applicable statutes and Owner Procedures.
- 4) The Designer shall prepare and issue all addenda, in accordance with the Contract Documents, as required to modify or clarify the Construction Documents. Items not included in the approved program and/or items previously rejected or not approved shall not be included in any addendum without Owner's approval.
- 5) The Designer shall arrange, prepare for and conduct a pre-bid conference in accordance with the Contract Documents.
- 6) Unless waived by the Owner, the Designer shall be present for the opening of bids by the Owner and shall provide a form for assisting the Owner in tabulating the bids.
- 7) After receipt of bids, the Designer shall analyze the bids, consult with the Owner and User Agency and make written recommendation to the Owner to (1) award the Construction Contract to the lowest responsible bidder or (2) reject all bids.

#### 7.1.6 Construction Phase

- 1) The Designer shall provide administration of the Construction Contract as set forth herein and in the Construction Documents.
- 2) After award of the Construction Contract, the Designer shall complete and submit to the Owner a Cost Data Form, in a format provided by the Owner.
- 3) The Designer shall make written recommendations for the Owner's approval, for the type and number of tests required for the Project, as soon as the Construction Contract has been awarded. The Owner will select, contract for and pay for such testing services.
- 4) The Designer, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Designer. The Designer shall have authority to act on behalf of the Owner to the extent provided herein or as provided for in the Contract Documents unless otherwise modified in writing.
- 5) After the execution of the Construction Contract the Owner will issue a Notice to Proceed to the Contractor and will notify the Designer to arrange for and conduct a pre-construction conference.

- 6) The Designer and his principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. Such visits by the Designer shall not be less than once per week when the work is in progress.

The Designer's principal consultants shall visit the project as often as necessary to become generally familiar with the progress and quality of the work related to their disciplines and to determine if that work is proceeding in general accordance with the contract documents. Such visits by the principal consultants shall not be less than an average of once per two weeks while the scope of their work is being performed. The Designer shall not assume the role of his principal consultants in making site visits. In addition, project visits by both the Designer and his principal consultants shall be made at key points in the construction process.

On the basis of the Designer's and principal consultant's on-site observations, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the contractors. A written report of each visit to the project shall be prepared by the Designer and each of his principal consultants and shall be transmitted to the Owner, User Agency, and Contractor within seven (7) calendar days after each visit.

- 7) The Designer agrees that his designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Designer as if made by him. All such decisions shall be confirmed in writing immediately with copies to the Owner and Contractor, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents. If at any time, the Owner determines that the designated representative does not meet these qualifications, the Designer shall promptly replace the representative. This paragraph does not apply to the Designer's full-time project representative.
- 8) Based on observations at the site and on the Contractor's Applications for Payment, the Designer shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. No Certificate of Payment shall be issued until a schedule of values has been received from the Contractor. The issuance of a Certificate for Payment shall constitute a representation by the Designer to the Owner, that the Work has progressed to the point indicated and that to the best of the Designer's knowledge, information and belief, the quality of the Work is in general accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Designer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies

paid on account of the Contract sum. The Designer shall process certificates as promptly as possible with copies to the Contractor, and in any case within seven (7) calendar days. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and Owner within seven (7) days.

- 9) The Designer shall instruct the Contractor to establish and conduct a regular schedule of monthly meetings, to be held on the job site each month throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants. The Owner and User Agency shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.
- 10) The Designer shall prepare and submit to the Owner, User Agency and Contractor a monthly Status Report on the Project. The form of the Report shall be supplied to the Designer at the Pre-Construction Conference. The Designer's Status Report shall be submitted to the Owner monthly along with the Contractor's Certificate for Payment and Designer's Statement for Professional Services.
- 11) The Designer shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance there under by both the Owner and Contractor. The Designer shall make decisions, on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto.
- 12) The Designer shall have authority to reject work which does not conform to the Contract Documents. If the Designer considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he shall request the Owner to authorize special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.
- 13) The Designer shall promptly review shop drawings, samples and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Designer shall promptly respond to all requests for information from the Contractor within a reasonable time period. The Designer shall be held accountable as described in Section 5.4.



- 14) Only with the authorization of the Owner, shall the Designer prepare Change Orders. The Designer shall obtain from the Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Order, review and approve same, and submit it to the Owner for approval before any changes are made in the Contract. No additional compensation shall be due the Designer for preparation of Change Orders without the written prior approval for such compensation by the Owner, except as described in Article 5.
- 15) R.S. 38:2241.1 entitled Acceptance of Governing Authority defines the procedures to be followed in accepting a project and gives the Owner the discretion to make acceptance on either full completion or substantial completion. Upon completion of the work, or on substantial completion or for partial occupancy, as requested by the Owner, the Designer shall conduct an inspection of the project with the Owner, the User Agency and the Contractor to determine if the Contractor's work is in general accordance with Contract Documents. The Designer shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.

When the Owner desires to accept on either full or substantial completion, the Designer shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the punch-list items. Upon the Contractor's furnishing of a clear lien certificate, the Designer shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for punch-list items shall be issued upon their completion.

Upon recommendation of acceptance, the Designer shall receive, review and forward to the User Agency guarantees, operation, and maintenance manuals, keys and other closing documents as required by the Contract Documents. Designer shall obtain a written receipt for these and forward same to the Owner, together with copies of all guarantees and warranties.

#### 7.1.7 Construction Close-Out Phase

- 1) After acceptance of the Project by the Owner, the Designer shall prepare and furnish to the Owner (1) a Final Report in the format and containing information as required by the Owner, and (2) two sets of Record Drawings (As-Built) prepared by the Designer, in an archival quality format, for the Owner and User Agency files. The Record Drawings shall be prepared on the basis of information furnished by the Contractor and the change orders and shall be reviewed with and approved by the Contractor prior to submission. Designer shall require in the specifications that the Contractor

provide, as part of the Operations and Maintenance Manual, all materials identified in the specifications ultimately installed on the project.

- 2) Designer shall review and approve completion of “punch-list” items remaining after acceptance and shall certify final payment to the Contractor. If the Designer does not find the work acceptable under the Contract Documents after the first onsite punch list review, the Designer shall make one additional punch list review. If the work is still not acceptable, the Designer, and each of the Designer’s principal consultants, shall be paid for their time at the project site, for each additional punch list review at the rate specified in the Contract Documents; to be withheld by the Owner from the unpaid funds remaining in the Construction Contract sum.
- 3) Warranty Work: The Designer shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an on site review of the Project prior to expiration of the one year warranty period and shall be required to inform the Owner, User Agency and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed.

## 7.2 Project Representation Beyond Basic Services

- 7.2.1 If the Owner and Designer agree that more extensive representation at the site is required than is described in Article 7.1.6, then the Designer shall provide one or more Project Representatives to carry out such responsibilities at the site.
- 7.2.2 Such Project Representatives shall be selected, subject to Owner’s approval, employed and directed by the Designer, and the Owner shall compensate the Designer for such services in an amount equal to the approved salary of the Project Representative times a multiplier stated in the Contract for services. If, in the opinion of the Owner, such representatives are either negligent or unqualified to perform their duties, the Designer’s representative shall be replaced promptly, without protest.
- 7.2.3 Through the services of such Project Representatives, the Designer shall endeavor to provide further protection for the Owner against defects and deficiencies in the work.
- 7.2.4 The Owner shall have the option of providing one or more Project Representatives at the site during construction, which representative(s) shall be paid by the Owner and shall be under his direction.

### 7.3 Additional Services

Additional Services, as required by the Owner, shall be provided by the Designer only when authorized in writing by the Owner, prior to performance of the services, and shall be paid for by the Owner as hereinbefore provided. Such services will be incorporated into the contract by an amendment on their completion. Additional services may include, but are not limited to, the following:

- 7.3.1 Providing design services relative to future facilities, systems and equipment which are not included to be constructed as part of the Project.
- 7.3.2 Providing interior design and other services required for the selection of furniture and furnishings, and movable equipment.
- 7.3.3 Preparing measured drawings when these are not available, or for archival research.
- 7.3.4 Providing extensive Program revisions during the Program Completion Phase when the necessity of such as additional services is authorized in writing by the Owner.
- 7.3.5 Providing any other special services not otherwise included in the Contract or not customarily furnished in accordance with generally accepted Designer's practice.

### 8.0 Designer's Accounting Records

- 8.1 Records of Direct Reimbursable Expenses and expenses pertaining to Additional services on the Project, and for services performed on the basis of multiplier times Direct Personnel Expense, shall be kept on the basis of generally accepted accounting principles and shall be furnished and/or made available to the Owner or his authorized representative on request.

### 9.0 Termination of Contract

- 9.1 The Contract between Owner and Designer may be terminated by either party upon seven days written notice to other party, should said other party fail to perform in accordance with its terms, through no fault of the terminating party, or the contract may be terminated by mutual consent.
- 9.2 In the event of termination by the Owner due to failure of the Designer to perform satisfactorily, the Designer shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer. No compensation shall be paid to the Designer for any uncompleted phase, except by written agreement between Owner and Designer prior to termination. Such termination shall constitute the Designer being held at fault under the terms of R.S. 38:2313-4B.(5) which provides that problems with time delays, cost overruns or design inadequacies for which the

Designer is held to be at fault shall be taken into account by the selection boards in considering past performance on public projects.

- 9.3 In the event the Contract is terminated by mutual consent the Designer shall be paid for all work completed prior to termination, and all work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer.

## **10.0 Abandonment or Suspension**

- 10.1 If any work designed or specified by the Designer is abandoned or suspended in whole or in part by the Owner, the Designer is to be paid for the Services rendered up to receipt of written notice from the Owner, as follows:
- (1) If the abandonment or suspension occurs at the completion of a Phase, the Designer shall be paid the full amount due on completion of such phase as described in Article 6.1.1.
  - (2) If the abandonment or suspension occurs during a phase, the Designer shall submit to the Owner all documents prepared by him up to receipt of written notice from the Owner, and the Owner shall compensate the Designer up to the percentage completion of that phase.
- 10.2 Should the Project be reactivated, the new fee will be computed on the basis of the revised funds Available for Construction. The Designer's fee for the phases of work required to complete the Project shall be the percentages for such phases stated in Article 6.1.1 applied to the new fee.

## **11.0 Ownership of Documents**

- 11.1 Drawings and Specifications are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like projects without the approval of, or additional compensation to the Designer. The Designer shall not be liable for injury or damage resulting from re-use of drawings and specifications if the Designer is not involved in the re-use project. Prior to re-use of construction documents for a project in which the Designer is not also involved, the Owner will remove and obliterate from such documents all identification of the original Designer, including name, address and professional seal or stamp.
- 11.2 Upon completion of the Project, tracings shall remain in the files of the Designer, with Record Drawings (As-Builts) being furnished to the Owner

and the User Agency. The Designer shall have the right to re-use the Construction Documents on other projects not constructed for the Owner.

11.3 The right of ownership provided for above shall not be transferable.

## **12.0 Successors and Assigns**

12.1 The Owner and the Designer each binds himself, his partners, successors, assigns and legal representatives to the other party to the Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Contract. Neither the Owner nor the Designer shall assign, sublet or transfer his interest in the Contract without the written consent of the others.

## **13.0 Extent of the Agreement**

13.1 The Contract, represents the agreement between the Owner and the Designer. The Contract may be amended only by written instrument signed by the Owner and the Designer.

## **14.0 Governing Law**

14.1 The Contract shall be governed by the laws of the State of Louisiana. The Judicial Court in and for the Parish of Washington, State of Louisiana shall have sole jurisdiction in any action brought under this contract.

## **15.0 Other Conditions**

15.1 Insurance - Prior to the signing of the Contract between Owner and the Designer, the Designer shall furnish to the Owner proof of coverage for the following:

15.1.1 Insurance. Professional Liability Insurance shall be required as per the Owner's requirements on a project by project basis. Insurance will be required at the time of contract execution between the Owner and the Designer. Proof of coverage will be required at that time. No deductible shall be in excess of 5 percent of the amount of the policy.

15.1.2 Comprehensive General Liability with minimum limits of \$1,000,000 per accident/occurrence.

15.1.3 Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 per accident/occurrence.

15.1.4 The Designer shall provide a certificate of insurance as proof Workmen's Compensation coverage.

- 15.2 Affidavit: The designer, on signing the Contract, shall submit to the Owner, on such form as the Owner shall designate, a Non-Collusion Affidavit.
- 15.3 When the Time Schedule has been established by the Owner and Designer as described in Article 3.3.1, a Completion Date shall be set up for delivery of 100 percent completed, coordinated and ready to bid Construction Documents to the Owner. If the designer is delayed through no fault of his own, then the Completion Date shall be extended accordingly, provided the Designer makes such request in writing before starting the subsequent phase and the Owner approves such as justified.
- 15.4 Fault

Time delays, cost overruns, design inadequacies or other problems with the performance of the Designer may result in the Designer being held at fault. The Owner shall determine if the Designer is to be held at fault as provided in R.S. 38: 2313(B)(5).

## **16.0 Experience of Vendor**

- 16.1 Vendors interested in submitting a proposal shall provide a list of qualifications of the Vendor and/or the staff of the Vendor's organization who will be involved in the project and a description of previous experience in the design and construction of communications centers.
- 16.2 Vendors shall provide references from similar projects (include name, address, telephone number, a description of the project to which the reference relates, and date the project was completed).
- 16.3 Vendors must include a written statement giving WPCD right to investigate the references and past performance of any Vendor, sub-contractor or their employees, with respect to its successful performance of similar services, compliance with the RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers.

## **17.0 Cost Proposal**

- 17.1 This section is intended to provide itemized costs for the Project. Firms should include all projected costs associated with this project. Estimated bid prices are not acceptable. Vendors are responsible for all costs incurred in the development and submission of their proposals.
- 17.1 Professional services cost shall be quoted on both a (1) Fixed, lump sump

basis, and (2) Percentage of construction cost. For either payment method, proposal shall include payment timetable. Please include the allocation schedule of professional services payments utilizing the following benchmarks.

- a. Program Completion Phase
- b. Schematic Design Phase
- c. Design Development Phase
- d. Construction Documents Phase
- e. Bidding and Contract Phase
- f. Construction Phase
- g. Construction Close Out Phase

- 17.2 Rates for additional professional service - If it should become necessary for WPCD to request the vendor to render any additional services, to either supplement the services requested in this RFP or to perform additional work as a result of this RFP, then such additional work shall be performed only if set forth in an addendum to the contract between WPCD and the firm. Any such additional work agreed to between WPCD and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed bid.

## **18 TERMS AND CONDITIONS**

- 18.1 Pre-Proposal Conference - A non-mandatory conference for firms interested in submitting proposals will be held on Wednesday, May 19, 2004, at 12:00 PM., at the Washington Parish Courthouse, Council Chambers. If the vendor plans to attend, a reservation should be obtained from : Joanna Thomas, WPCD, (985) 839-5625. Any questions and/or misunderstandings that may arise from this request should be submitted, in writing and forwarded, to the Chairman, WPCD. Answers to questions submitted that materially change the conditions and specifications of this request for proposal will be promulgated to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and promulgated in an addendum.
- 18.2 Site Visits - On site inspections will be at the Vendor's discretion. However, failure to conduct a site survey shall not excuse errors in bidding.
- 18.3 Use of Sub-Contractor
- 18.3.1 WPCD will allow for the use of a sub-contractor to perform such duties and obligations, pursuant to the resulting contract, that may be delegated to it by the selected Vendor. However, WPCD will have prior approval for all sub-contractors used to fulfill this contract with regard to experience, skills, impartiality, etc. The

selected Firm agrees that any work completed by the sub-contractor, employees, or agents of the sub-contractor in order to meet the obligations of the selected Firm does not negate the selected Vendor's responsibilities as set forth within the resulting contract.

- 18.3.2 The selected Firm will remain solely responsible for performance of its obligations under the resulting contract. WPCD will look solely to the selected Vendor for performance of the resulting contract and be without liability to any sub-contractor, agents or employees of the sub-contractor that the selected Firm may hire. Payment under the terms of the resulting contract will be made directly to the selected Firm. The sub-contractor, agent or employee of sub-contractor shall have no right to payment from WPCD.
- 18.4 Oral Presentations - Firms submitting proposals will be given an opportunity to give an oral presentation to the evaluation committee. The costs associated with this presentation will be at the Vendor's expense. If the Vendor should choose to invite the evaluation committee for a site inspection, the associated costs for those site visits will be at the Vendor's expense.
- 18.5 Acceptance of Terms - WPCD reserves the right to accept or reject any and all proposals; to add or delete proposal items; to amend the RFP; to waive any minor irregularities, informalities, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award on contract; and to reject, for good cause and without liability therefore, any and all proposals and upon finding that doing so is in the public interest, to cancel the procurement at any time prior to contract execution.
- 18.6 The contents of the proposal (including persons specified to implement the project) of the successful firm will become contractual obligations if acquisition action ensues. Failure of the successful firm to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument may result in cancellation of the award.
- 18.7 Withdrawal of Proposals - Prior to the deadline for proposals, any proposal may be modified or withdrawn by notice to the WPCD 9-1-1 Manager at the place designated for receipt of proposals. Such notice will be in writing over the signature of the Vendor, and shall be delivered on or before the deadline.
- 18.8 WPCD shall not permit any proposal to be modified once the sealed proposal has been publicly opened at the proposal opening. Modifications proposed after the proposal opening will not be considered. No responsibility shall attach a WPCD employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.



- 18.9 When discrepancies occur between words and figures, the words shall govern.
- 18.10 Award of Contract - The award will be made to that firm whose proposal will be the most advantageous to the Washington Parish 9-1-1 system as determined by the WPCD evaluation committee, price and other factors considered.
- 18.11 Disclosure of Proposal - After contract award, a summary of total price information for all submissions will be available to those firms participating in this RFP. Except for a summary of total prices, costs and price information provided in the proposal will be held in confidence and will not be revealed or discussed with competitors except as provided by Louisiana Statutes. If a proposal contains any information that the firm does not want disclosed to the public or used by WPCD for any purpose other than evaluation of the offer, each sheet of such information must be marked with the following legend: *"This information shall not be disclosed outside WPCD or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to this Vendor, or as a result of, or in connection with the submission of such information, WPCD shall have the right to duplicate, use, or disclose this information to the extent provided in the contract and in accordance with Louisiana Statutes. This restriction does not limit WPCD's right to use information contained herein if obtained from another source."*
- 18.12 Cancellation - WPCD reserves the right to cancel this Request for Proposal any time, without penalty.
- 18.13 Ownership of Contract Products / Services - Bids upon established opening time, become the property of WPCD. All products / services produced in response to the contract resulting from this request for bid will be the sole property of WPCD, unless otherwise noted in the request for proposal. The contents of the successful Vendor's bid will become contractual obligations.
- 18.14 Incurring Costs - WPCD, and agencies participating in the Washington Parish 9-1-1 system are not liable for any cost incurred by firms
- 18.15 prior to the issuance of a legally executed contract or procurement document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.
- 18.16 Non-discrimination - The Vendor shall comply with all state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, disability or gender.

- 18.17 News Releases - News releases pertaining to this request for proposal shall NOT be made prior to the execution of a contract without prior written approval from WPCD 9-1-1 staff.
- 18.18 Availability of Funds - Financial obligations of the WPCD for this project are contingent upon funds for that purpose being received, appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to WPCD, or any participating agency.
- 18.19 Indemnification - To the extent authorized by law, the firm shall indemnify, save and hold harmless WPCD, participating agencies, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the firm or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this request for proposal.
- 18.20 Inquiries - Questions regarding the information contained in this Request for Proposals must be submitted to James M. Coleman, Chairman, WPCD. All questions must be submitted in writing (including email or fax), and received by the specified date and time. Mr. Coleman may be contacted at WPCD, 805 Pearl St, Franklinton, Louisiana, 70438. Email: wpcde911@itsfast.net. Fax: (985) 839-5669. A copy of the questions and responses will be sent via e-mail to all firms that were sent a copy of this RFP. Firms wishing a hard copy to follow the e-mail response must specifically request such a response.
- 18.21 Deadline for Proposal - To be considered, one (1) original and ten (10) copies of your sealed, written proposal must be delivered not later than Completed proposals must be received by 4:00 PM, CST, on Friday, August 19, 2005, at the following address to the following: Washington Parish Communications District 9-1-1, Attn: James M Coleman, Chairman, 805 Pearl Street, Franklinton, Louisiana, 70438. Bids shall be submitted in a sealed container, clearly marked in the lower left corner:

**SEALED BID  
E9-1-1 PROJECT  
August 26, 2005**

*No facsimile (fax) transmitted proposals will be accepted. Proposals received after the time specified will not be given further consideration. An official authorized to bind the Vendor to its provisions must sign proposals. The proposal must remain valid for at least 120 days after the deadline date for proposals.*

## **19 EVALUATION PROCESS**

- 19.1 WPCD reserves the right to seek clarification of proposals. Firms shall designate a contact person and telephone number for questions that may arise during the proposal evaluation period.
- 19.2 The evaluation committee will be comprised of the WPCD Chairman, WPCD Manager, and a number of additional persons as selected by WPCD. The Evaluation Committee will review each proposal to determine if it is complete and that it is accurate in its calculation and consistent with the technical approach and work plan. Any proposal, which does not meet the necessary criteria, or for which a fixed lump sum dollar amount cannot be precisely determined, will be considered non-responsive and may be rejected.
- 19.3 Firms will be required, at their own expense, to make a formal presentation of their proposal, which must include an outline and overview of their implementation process and schedule. The committee will make a recommendation to the WPCD Board of Commissioners, who will tentatively select a Vendor, and direct the WPCD Chairman, WPCD Treasurer, and WPCD Legal Counsel to enter into contract negotiations with the Vendor.
- 19.4 The tentative selection of a Firm will be announced to the selected Firm by telephone and in writing, and to the non-selected Firm in writing.
- 19.5 During contract negotiations, WPCD may require additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during the contract negotiations will become part of the final contract. If WPCD is unable to reach agreement with the first choice, discussion shall be terminated and negotiations will begin with another choice.
- 19.6 Appeals concerning contract award must be delivered to WPCD in writing within 14 days of the selection announcement. Appeals must specify grounds upon which the appeal is based. The WPCD Chairman will review the appeal, and contact all parties involved within forty-five calendar days of receipt of the appeal.
- 19.7 WPCD reserves the right to reject any and all proposals received as a result of this RFP, and to cancel this solicitation if doing so would be in the public interest. WPCD reserves the right to accept a proposal or proposals in whole or in part. A Firm will be held to the terms submitted in its proposal, but may be required to reduce costs depending upon services that WPCD may determine to be unnecessary or for which WPCD decides to assume responsibility.

- 19.8 WPCD reserves the right to reject any proposal of any Firm, who previously failed to perform to the satisfaction of WPCD or any participating agency, or complete on time agreements of similar nature. WPCD reserves the right to reject the proposal of a Firm who is not in a position to perform such an agreement satisfactorily as deemed by WPCD.

## **20.0 Evaluation Criteria**

### **Evaluation of Proposals**

The evaluation of the proposals will be straightforward and simple:

- 10% Qualifications of Personnel
- 10% Resources of the Firm
- 25% Lump Sum Cost
- 55% Design and Creative Approach to the Project (Within appropriate budget constraints)

If two proposals receive the same score during the evaluation process, the proposal with the least cost will be selected.

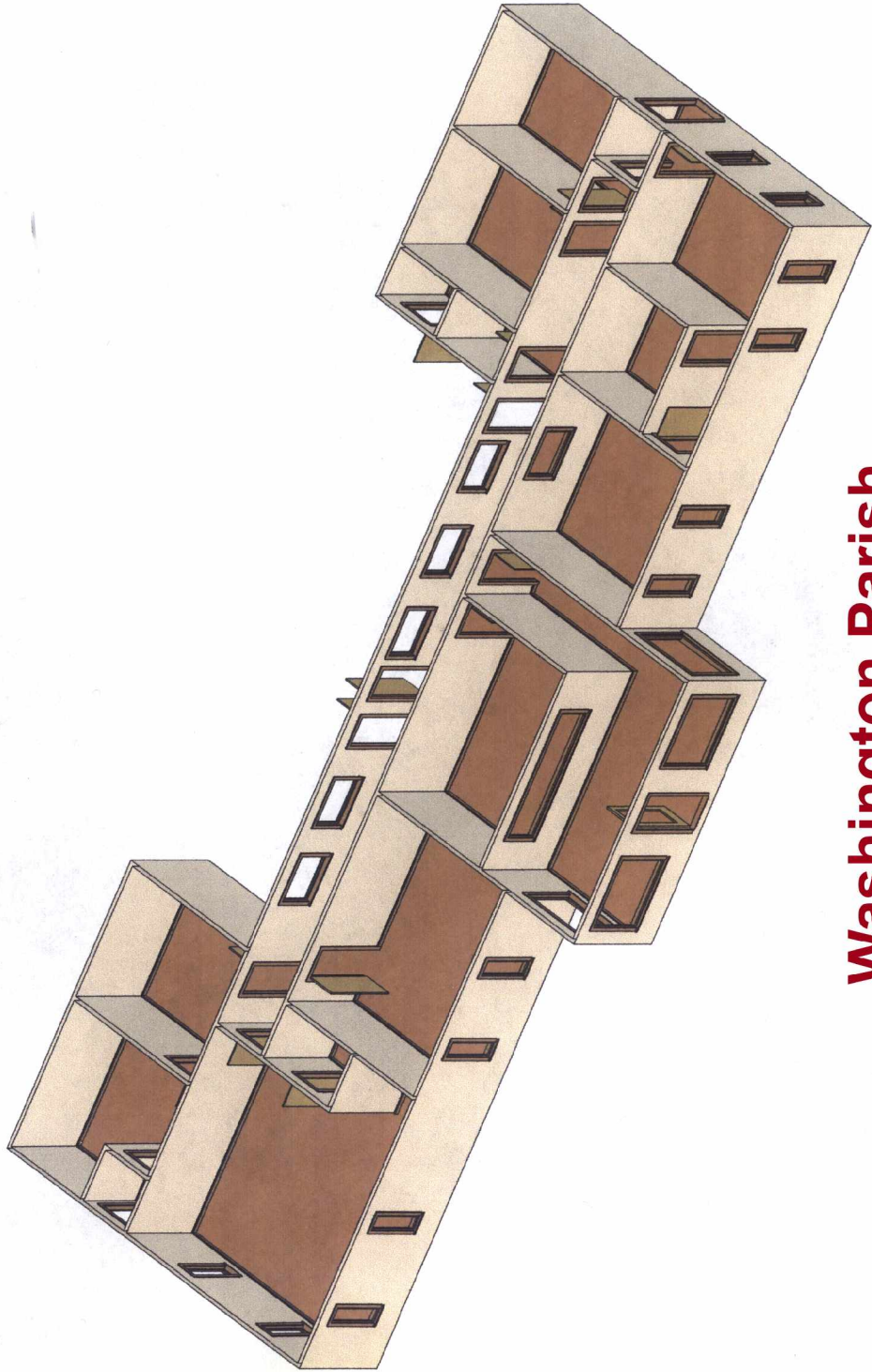
## **21.0 BUDGET AND PAYMENTS**

- 21.1 Cost estimates for major work tasks related to this project should include all the relevant cost information of the project as proposed. Present a project budget that includes personnel expenses, materials and services, and any subcontractor costs that comprise the total cost proposal.
- 21.2 Payment for any contract entered into as a result of this RFP will be made as negotiated with the selected Firm, upon receipt the Firm's billing statement, and according to a delivery schedule described in the contract. The Firms's billing statement must include a summary of progress made through the date of billing. Acceptance for final payment will be based upon the selected Vendor's performance in meeting the deliverables.

**22.0 SCHEDULE OUTLINE**

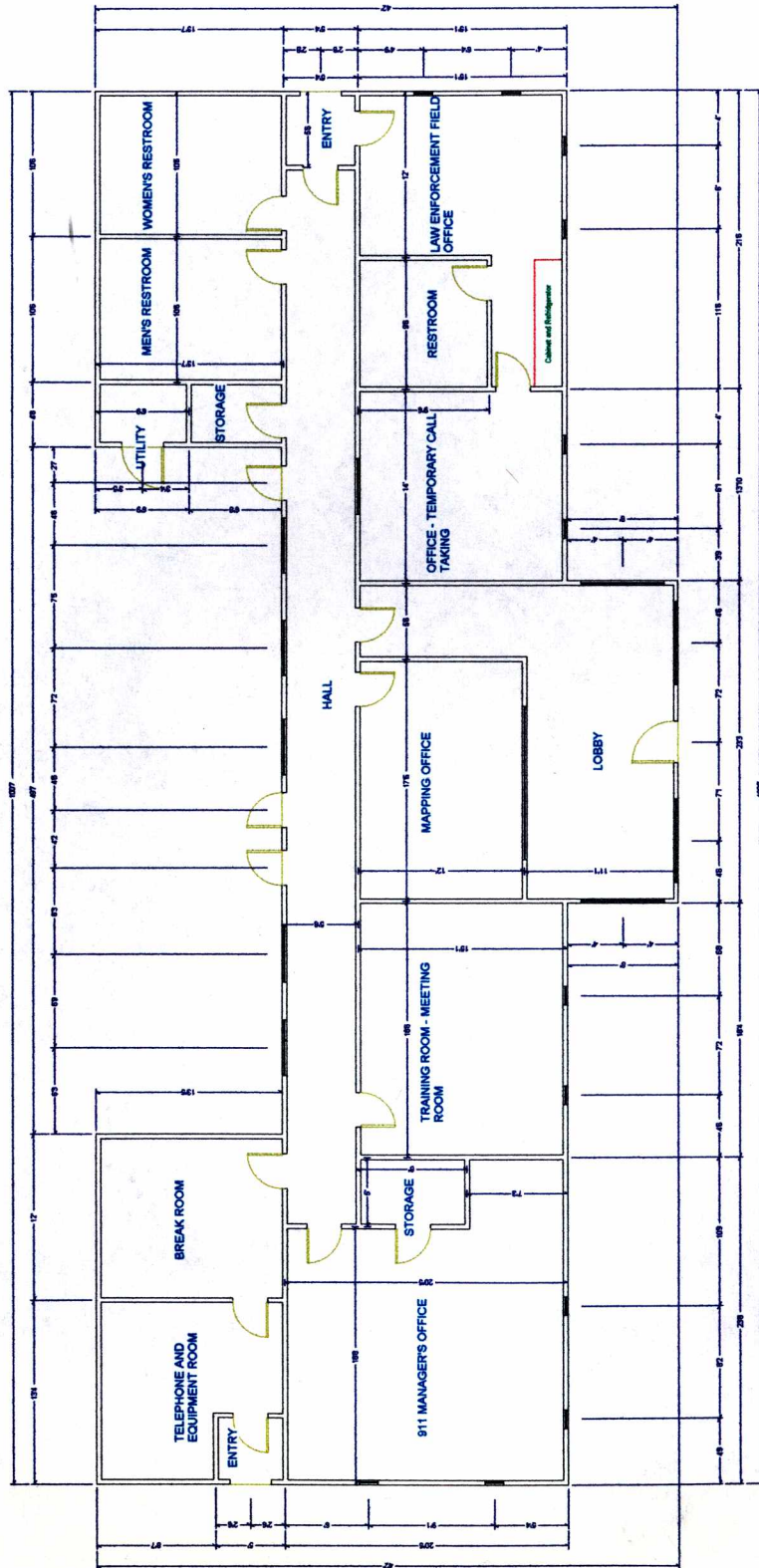
<b>Event</b>	<b>Date</b>
Issuance of RFP	July 5, 2005
Pre-proposal Conference	July 20, 2005
Submission of Questions	July 27, 2005
Proposal due not later than 4 p.m. CST	August 26, 2005
Presentations By Vendors	September 5 – September 9, 2005
Negotiate Contract	September 19 – 23, 2005
Award Contract	October 5, 2005

## Appendix A

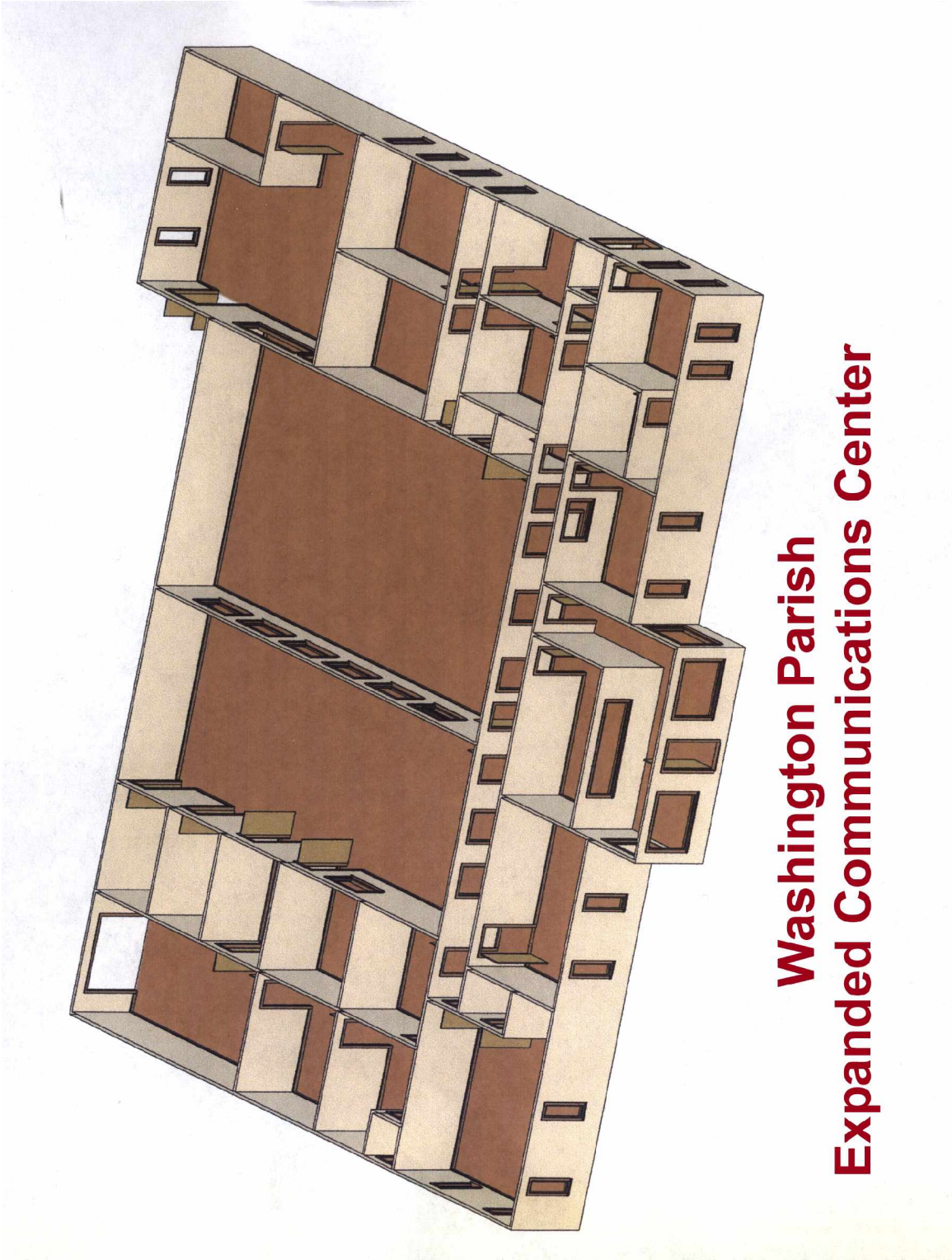


## Washington Parish Basic Communications Center

# Appendix A



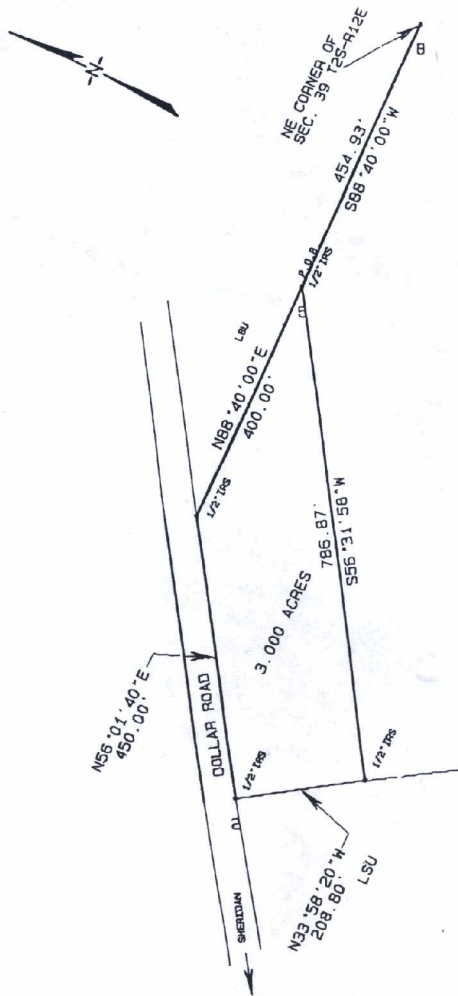
## Appendix A



**Washington Parish  
Expanded Communications Center**



# Appendix B



BEARINGS ARE BASED ON BEARINGS OF ADJOINING PROPERTY.

SERVITUDES AND RESTRICTIONS SHOWN ON THIS PLAT ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTIONS FURNISHED ME AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON.

I HAVE MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING DATA FOR THIS SURVEY.

**BILLY C. DANIELS PE/RLS, INC.**

109 POTOMAC STREET BOGALUSA, LOUISIANA 70427

Phone: (504) 735-7506  
Fax: (504) 735-7483

PLAT PREPARED FOR: WASHINGTON PARISH COMMUNICATION DISTRICT  
SHOWING A SURVEY OF: 3 ACRES OF LAND LOCATED IN SECTION 39 TOWNSHIP 2 SOUTH-RANGE 12 EAST WASHINGTON PARISH, LA.

THIS PLAT REPRESENTS A PHYSICAL SURVEY MADE ON THE GROUND BY ME OR THOSE UNDER MY DIRECTION, AND CONFORMS TO ALL APPLICABLE STANDARDS SET FORTH BY THE STATE OF LOUISIANA AND BEARS A CLASS C SURVEY.

*Billy C. Daniels*  
PROFESSIONAL LAND SURVEYOR



SCALE: 1" = 200'

JOB NO. 22113

DATE: JUNE 20, 2002

REVISED:

**Appendix C**  
**WASHINGTON PARISH COMMUNICATIONS DISTRICT**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**Architectural, Engineering and Construction Management Services**

**Notes From Pre-Bid Meeting**  
**July 20, 2005**

Multi use structure :

Administrative  
Call taking / dispatch  
Emergency Operations – Incident Command  
Training

Phase 1

1. Administrative offices for 911
2. Law enforcement field office
3. Call taking and dispatch – 3 positions ( high density design )

Phase 2

1. Administrative office for OEP added by changing the use of the phase 1 dispatch room to a conference room and changing the phase 1 conference room to an OEP office
2. New dispatch room with four positions ( more open ) along with accompanying bathrooms, break room, and storage.
3. EOC / training room added with accompanying kitchen and bunk rooms.
4. Higher than normal ceiling height in dispatch and EOC to accommodate four projected images on the wall in the EOC and four plasma screens in the dispatch room.
5. Additional storage and equipment room space added.

Design challenges :

1. Building that will reduce stress levels and avoid a sense of foreboding in order to increase employee retention and improve morale but still able to provide adequate levels of security to occupants from weather and outside threats.
  - a. Open, airy, uplifting lobby
  - b. High ceilings
  - c. Soft wall coverings in dispatch and EOC to reduce noise
  - d. Indirect lighting
  - e. Windows

2. Placement of building on property to allow for Phase 2 expansion, and reduce exposure to drive by and drive in risks. Consider fencing and blast and/or vehicle deflecting berms.
3. Structure that will meet the spirit of building specifications that are not required by statute but never-the-less are appropriate. Requires a thoughtful, cost conscious approach.
4. Placement of appropriate transitions between the phase 1 and phase 2 structure by careful placement of doors and windows and an appropriate roof design.
5. Copious amount of data and electrical terminations.
6. Aggressively designed electrical grounding to mitigate lightning damage.