

Request for Qualifications

DOWNTOWN DEVELOPMENT DISTRICT OF THE CITY OF NEW ORLEANS

Harmony Circle Redesign
RFQ #2024 - 20 - 02



Downtown Development District
201 St. Charles Avenue, Suite 3912
New Orleans, LA 70170
(504) 561-8927

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS

Downtown Development District
of the City of New Orleans

Harmony Circle Redesign
RFQ #2024 - 20 - 02

The mission of the DDD is to drive the development of Downtown New Orleans and be the catalyst for a prosperous, stimulating, innovative heart of the Crescent City.

Notice is hereby given that a Request for Qualifications for Professional Design Services for the Harmony Circle Redesign Project will be received by the Downtown Development District of the City of New Orleans (DDD) located at 201 Saint Charles Ave, Ste. 3912, New Orleans, LA, 70170 until February 19, 2024, at 2:00 pm, central time.

For more information send name, address, phone number and email address to Stuart Taylor, Finance Specialist, at staylor@downtownnola.com

The DDD reserves the right to accept or reject any and all items or portions of items received.

Davon N. Barbour
President & CEO

REQUEST FOR QUALIFICATIONS
DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS

Harmony Circle Redesign
RFQ #2024 - 20 - 02

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I. THE STATEMENT OF QUALIFICATIONS

The Downtown Development District (“DDD”) invites statements of qualifications from a professional corporation, partnership, or an individual or team possessing the qualifications to perform the certain services set forth in Exhibit “B”, attached hereto and made part hereof.

RFQ respondents are hereby notified that a complete statement of qualifications shall consist of the following: acknowledgment of any amendments, a completed and signed Respondent’s Guarantees, Respondent’s Warranties, and Non-Collusion Statement (Attachments 1, 2 and 3); Certificates of Insurance; resumes, curriculum vitae, or biographies of staff proposed to provide services to the DDD; brief description of plan for servicing DDD’s needs as described in the Scope of Services, including staff assignments; and responsibilities; a description of the firm; firm history and client list; at least three (3) prior client references and contact info; and at least five (5) examples of prior engagements. Should a respondent fail to furnish a complete statement of qualifications, as determined by DDD, the statement of qualifications may be rejected. Additionally, should a respondent take exception to the requirements or specifications as provided herein, without prior DDD approval, its statement of qualifications shall be rejected. An original and two copies of statements of qualifications, as well as a digital copy on USB drive, shall be delivered or mailed to: Downtown Development District, Attn: RFQ # 2024 - 20 - 02, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana, 70170. Statements of Qualifications not received in the office at the address indicated above, by the time and date for receipt of statements of qualifications set forth herein, shall be returned to Respondent unopened.

II. GENERAL INSTRUCTIONS

1. DEFINITIONS

- A. “RFQ” shall refer to the entire set of documents associated with this Request for Qualifications including but not limited to these Specifications, the Respondent’s Guarantees, the Respondent’s Warranties, and the Non-Collusion Statement as well as any addenda to the aforementioned.
- B. “DDD” shall refer to the entity known as the Downtown Development District of New Orleans and, where the context speaks of approval of the DDD, such approval is understood to be manifested by authorization of the Downtown Development District or its duly authorized representatives.
- C. “District” shall refer to the area known as the Downtown Development District which is bound by the Mississippi River, the Pontchartrain Expressway, Claiborne Avenue, and Iberville Street.
- D. “Contractor” shall refer to the respondent selected by the DDD to provide the services set forth herein.

- E. “Contract” shall refer to the contract for the services set forth herein as executed between the Contractor and the DDD pursuant to the RFQ and the Contractor’s Statement of Qualifications.
- F. “Change Order” shall refer to any written modification of the Contract signed by the DDD and the Contractor.

2. STATEMENTS OF QUALIFICATIONS

Statements of Qualifications will be received at the office of the DDD, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until the 19th day of February 2024 at 2:00 p. m. Central Time.

3. QUALIFICATION PERIOD

Submittals must remain valid until the DDD executes the Contract for the services herein, but this period shall not exceed 120 days from the statement of qualifications due date.

4. GUARANTEE

Each RFQ respondent must submit a fully completed and executed Respondent’s Guarantee, attached hereto and made part hereof as Attachment “1”.

5. WARRANTY REQUIRED

Each respondent must submit a fully completed warranty, attached hereto and made part hereof as Attachment “2”. The DDD reserves the right to disqualify any respondent, who, in the DDD’s opinion, does not have adequate qualifications to fulfill the Contract.

6. INSURANCE CERTIFICATES

All respondents must provide proof of insurance as set forth herein at Section IV, Subsection 5 and Attachment “2”.

7. RESPONSIBLE FOR STATEMENTS OF QUALIFICATIONS

Respondents shall carefully examine all of the requirements of this RFQ and shall evaluate all the circumstances and conditions affecting their statement of qualifications.

Failure on the part of any respondent to make such examination and to investigate thoroughly such areas shall not be grounds for any declaration that the respondent did not understand the conditions and requirements of this RFQ.

8. WRITTEN AND ORAL EXPLANATIONS

Should a respondent find a discrepancy in or an omission from this RFQ or should he be in doubt as to any meaning therein, the respondent shall at once notify the DDD in writing. Upon submission of the aforesaid notice to the DDD, the DDD will send written instructions to all Respondents. Any such notice from a potential Respondent must be received by the DDD within five (5) business days from the 1st day that this RFQ is advertised, which would be by close of business on February 5, 2024. The DDD will not be responsible for any oral instructions.

9. ADDENDA

The DDD reserves the right to amend the instructions, general and special conditions, scope of services, and specifications of this RFQ up to the deadline for submittal of statements of qualifications. Copies of such amendments shall be furnished to all prospective respondents who have been issued a RFQ package. Where such amendments require significant changes in the scope of services, the date set for submitting statements of qualifications may be postponed by such number of days as in the opinion of the DDD shall enable prospective respondents to revise statements of qualifications; provided, however, that, if the necessity arises to issue an addendum modifying the scope of services or specifications within the five (5) calendar day period prior to the advertised time for the submittal of statements of qualifications, the submittal of statements of qualifications shall be extended one (1) week. Addenda shall be a part of the RFQ and the Contract, and receipt of all addenda shall be acknowledged in the Statements of Qualifications Form by each respondent.

10. ANALYSIS OF STATEMENTS OF QUALIFICATIONS RECEIVED

The DDD reserves the right: (A) to analyze the statements of qualifications on the basis of all materials submitted and (B) to investigate thoroughly the financial status, experience, and record of each respondent, with the award being based upon the comparative qualities above-mentioned and other information provided by each respondent.

11. REJECTION OR UNACCEPTABLE STATEMENTS OF QUALIFICATIONS

The right is reserved by the DDD to waive any irregularities in any statement of qualifications, to reject any or all statements of qualifications, to cancel this RFQ in whole or in part at any time, and to contract with one or more respondents which, in the judgment of the DDD, are deemed the most advantageous for the DDD. Any Statement of Qualifications, which is incomplete, obscure, or which contains irregularities of any kind, may be rejected. Conditional statements of qualifications, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

12. UNACCEPTABLE STATEMENTS OF QUALIFICATIONS

The DDD reserves the right to reject any statement of qualifications from a person, firm

or corporation which is in arrears or is in default to the DDD, on any debt or contract, or which has defaulted as surety or otherwise, upon any obligation to the DDD, or has failed to perform faithfully the obligations of any previous contract with the DDD.

13. CONTRACT REQUIRED

The successful respondent shall be required to enter into a contract with the DDD within ten (10) days after being advised of award.

14. COOPERATION WITH ALL PARTIES

Respondents are hereby made aware of the necessity for the successful respondent to cooperate in all ways possible with the DDD and its representatives.

III. SCOPE OF WORK

1. General Scope of Work. The DDD requests that the Proposer act as an Independent Contractor (“Contractor”) to perform the services set forth in Exhibit B, attached hereto and made part hereof.
2. Price. In accordance with Louisiana R.S. 38.2318.1, price is not a factor considered in the selection of a design team for this project.
3. Quality of Work. The Contractor shall provide the services required herein in a workmanlike and professional manner, shall conform to professional and industry standards, and if applicable, shall keep all areas in a clean, orderly and safe condition, and satisfactory to the DDD at all times. The Contractor agrees to be bound by all applicable Federal, State, Parish and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein.
4. Supplies. The Contractor shall bear at its own expense all cost of operating business and furnishing any maintenance services and shall pay costs connected with the fulfilling of this Contract. The Contractor will be required to supply and furnish at its sole cost any and all supplies to be used in the furtherance of properly executing any maintenance services provided herein.
5. Safety Regulations. The Contractor shall comply with the occupational safety and Health Act of 1970 (as amended) as well as other applicable Federal and State safety regulations.
6. Reporting Requirements. The Contractor shall provide reports at a time specified by the DDD, as provided in Exhibit “D”, attached hereto and made part hereof. These reports shall include the information requested by the DDD as set forth in this RFQ
7. Deliverables. The Contractor shall provide the DDD with deliverables as specified in, and in accordance with the schedule set forth in Exhibit “B”, attached hereto and made part hereof.

IV. CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

The following documents shall be part of the Contract to be executed between the Contractor and the DDD:

- A. Respondent's Statement of Qualifications,
- B. Respondent's Guarantees (Attachment "1"),
- C. Respondent's Warranties (Attachment "2"), and
- D. Non-Collusion Statement (Attachment "3").

2. CONTRACT TERM

The contract term shall commence upon execution and terminate two years later. The contract may be extended in one year increments upon notice to the Contractor.

3. CANCELLATION FOR CONVENIENCE/BY MUTUAL AGREEMENT

The performance of services under this contract may be terminated by the DDD in whole or in part, whenever the DDD shall determine that such termination is in the best interest of the DDD. Any such termination shall be effected by delivery to the respondent of a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.

This contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other acts of termination shall be in accordance with the termination by default or convenience provisions contained herein.

4. DEFAULT/TERMINATION

The DDD may, by written notice of default to the respondent, terminate the whole or any part of this contract if the respondent fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as the DDD may authorize in writing) after receipt of notice from the DDD specifying such failure.

If the contract is terminated in whole or in part for default, the DDD may procure similar services upon such terms and in such manner as herein specified. The respondent shall be liable to the DDD for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Upon the termination of this Contract, through expiration or otherwise, the Contractor shall aid the DDD in all ways possible for continuing to furnish the services covered by

this Contract on the same terms and conditions until a new contract takes effect, if the DDD desires such a continuance.

5. INSURANCE AND INDEMNITY

The Contractor shall defend, indemnify and save harmless the District against any and all claims, demands, suits, and judgments made or owing to any parties, as well as the costs, attorneys fees, legal interest, and any other expenses associated therewith, resulting from or by reason of any negligent or intentional act or omission or negligent or intentional operation of work of the Contractor, its agents, servants, subcontractors or employees, while engaged upon or in connection with the services required of or performed by the contractor under the terms of this Contract, and thereafter.

The Contractor shall maintain, with insurance underwriters satisfactory to the DDD, a standard form policy or policies of insurance in such amounts as set forth below protecting the Contractor and the DDD against public liability for personal injury and property damage, and Workmen's Compensation and Employer's Liability.

- A. General Liability
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 Aggregate
 - c. Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.
- B. Professional liability coverage in the amount of \$1,000,000;
- C. Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;
- D. Workers' Compensation coverage in the following amounts:
 - a. \$100,000 for each accident
 - b. \$100,000 for employee disease
 - c. \$500,000 for each policy limit disease
- E. Insurance Company Rating
Insurance carriers must have A.M. Best rating of at least A VII. Documentation must be supplied to DDD.
- F. Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance evidencing the aforesaid coverage.

To ensure that the selected respondent will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all respondents must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to the DDD with any statement of qualifications that is submitted.

6. ASSIGNMENT OF CONTRACTS

No portion of this contract may be assigned, transferred, or subcontracted without the prior written approval of the DDD. If allowed to subcontract, no subcontractor may be replaced without the prior written approval of the DDD.

7. PAYMENTS FOR SERVICES

The DDD will pay for services rendered under this Contract in accordance with its normal accounting procedures. No payments will be made until after the services have been rendered. To be paid under this Contract, the Contractor shall at the time of delivery of deliverable send a detailed bill for the services rendered to: Accounts Payable, Downtown Development District, 201 St. Charles Ave., Suite 3912, New Orleans, LA 70170.

The Contractor should not expect to receive its payment until four (4) weeks after the Contractor's billings have been approved by the DDD. In this regard, it is imperative that the Contractor be financially sound and able to fund operations under this Contract for at least two (2) months from its own resources.

Under no circumstances shall the above referenced delay in payments by the DDD be considered as just cause for the Contractor to not furnish the services required herein.

8. Taxes

Contractor shall pay any charges or taxes assessed and/or levied upon this Contract, upon the performance of these services by the Contractor, upon any real property used by the Contractor located within the District or elsewhere, or upon the contractor due to the operation of its business under this Contract.

9. NON-WAIVER

Any waiver or any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the DDD from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

10. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

To District: Davon Barbour
President & CEO
Downtown Development District of New Orleans
201 St. Charles Avenue, Suite 3912
New Orleans, Louisiana 70170

To Contractor: _____

Communications in connection with this contract shall be in writing and shall be delivered personally, by facsimile or by regular, registered or certified mail addressed to the DDD and the respondent. Telephone calls may be used to expedite communications but shall not be official unless confirmed in writing.

Communications shall be considered received at the time actually received by the designated representative of the DDD and/or the respondent.

11. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought to enforce compliance with the Contract or for failure to observe any of the covenants of the Contract, Contractor agrees to pay the DDD such sums as are reasonable and necessary as attorney's fees and costs to pursue said suit, action or proceeding.

12. EQUAL EMPLOYMENT OPPORTUNITY

In connection with this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, handicap, color or national origin. The Contractor shall make every effort to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, color, handicap, sex, or national origin. Such action shall include, but not be limited to the following: recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

13. CONFLICT OF INTEREST

No employee, officer or agent of the DDD shall participate in the selection or in the ward or administration of this contract if a conflict of interest, real or apparent, is involved. See Attachment "3" Non-Collusion Statement.

14. STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes, the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (6), and, as such, the DDD shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.) and, further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the DDD for the purpose of workers' compensation coverage.

15. APPLICABLE LAW

This contract shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana. The Contractor shall comply with all applicable laws of the State of Louisiana, the United States and local ordinances.

16. AUDIT AND INSPECTION OF RECORDS

The respondent agrees that the DDD, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the work, and to audit the books, records, and accounts with regard to the work. Further, respondent agrees to maintain all required records for at least three (3) years after DDD has made final payment and all other pending matters are closed.

17. CONFIDENTIALITY

Respondent agrees that any and all information, in oral or written form, whether from DDD, its agent or assigns, or other sources, or generated by respondent pursuant to this Contract shall not be used for any purpose other than fulfilling the requirements of this Contract. Respondent further agrees to keep in absolute confidence all data relative to the business of DDD, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial and confirmation of any part of the work hereunder shall be made by respondent without the prior written approval of the DDD.

V.DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE REQUIREMENTS

REQUIRED RFP, RFQ, BID AND CONTRACT PROVISIONS

1. Required RFP, RFQ, and Bid Solicitation Language. Absent a written waiver from the President & CEO, every DDD RFP, RFQ, and bid solicitation for services, goods or construction shall include the following provisions:

- A. DBE Program Requirements

The requirements of the DDD's DBE Program apply to this contract. It is the policy of the DDD of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of **35%** has been established for this contract. The offer or/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract.

- B. DBE Participation

In order to be deemed responsive, the offeror/bidder shall be required to submit the following information:

- i. the names and addresses of all DBE firms that will participate in the contract;
 - ii. the % commitment of the participation of each DBE firm participating in the contract;
 - iii. written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (i) and (ii) above; and,
 - iv. if the contract goal is not met, evidence of best efforts.

- C. DBE Program Compliance

Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the DDD's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the DDD's Policy for the DBE Program.

D. DBE Compliance Reporting

Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- i. the name and business address of each DBE involved in the contract;
- ii. a description of the work performed and/or the product or service supplied by each DBE;
- iii. the date and amount of each expenditure made to a DBE; and,
- iv. such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract.

E. Access to Books and Records

Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

Exhibit “A”

QUALIFICATIONS FOR AWARD

The President and Chief Executive Officer of the DDD will establish the Selection Committee with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made.

Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring, defined on page 17 of this RFP, will be based upon how well the proposal meets the criteria established in this RFP. During Stage I of the evaluation process, proposals will be evaluated and scored by a Selection Committee. There is a maximum of ninety (90) points to be earned in Stage I. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion as defined in this RFP. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process will entail interviews and/or presentations with the respondents included on the short list. There are a maximum of ten (10) points to be earned during Stage II. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of the DDD’s requirements with respect to this RFP, promote the understanding of the respondents’ proposals, and to arrive at agreeable contract terms.

Therefore, the Proposer’s total score is calculated by the following: Stage I Score + Stage II Score = Total Score.

DDD will award a contract(s) resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, technical, and other factors specified herein considered.

Award of this contract shall be based on the rating of criteria prescribed by the DDD, which may include, but not be limited to the criteria set forth below:

Stage I Scoring: Proposal Submission

Only firms receiving a minimum of seventy-five (75) points will be invited to advance to Stage II for an interview.

1.	Background/General Qualifications	30
	a. Experience and training of principal and staff	
	b. Years in business	
	c. Similar work products	
	d. Expertise in public engagement	
2.	Approach to Providing Proposed Scope of Services	30
	a. Evidence that the proposer is capable of providing services	
	b. Quality of proposed staffing and work plan	
	c. Demonstrated knowledge of the characteristics and needs of the DDD	
3.	Previous Work Examples	15
	a. Quality of previous work samples submitted	
4.	Client List / References	5
5.	DBE Program Participation	10
Total Score Stage One:		<u>90</u>
Stage Two Scoring: Interview (10 Points)		<u>10</u>
STAGE I + STAGE II = TOTAL SCORE		<u>100</u>

Exhibit “B”

REQUIRED SERVICES/SCOPE OF WORK

In May 2017, a statue of Robert E. Lee was removed from a central site in Downtown New Orleans. Lee Circle was not designed as a space to gather, assemble, or take a short rest, but was rather meant for visitors to pass through and continue on their way. This design has resulted in a centralized public space that is rarely visited outside of Mardi Gras season and is more often experienced in passing from a car or streetcar window. Further, the traumatic history of the site presents a need for community reflection and reconciliation on its past and future.

In October 2022, conceptual designs were completed to ideate a new vision for Harmony Circle. Attached as Exhibit “C,” the conceptual design seeks to reimagine Harmony Circle from a “fixed monument” and symbol to a “living monument” and place. Further, the conceptual design draws inspiration from iconic places in cities like Discover Green in Houston, Texas, and Lincoln Center in New York City. The Downtown Development District (DDD) aims to select a consultant team to draw upon these concepts and complete design for construction. ***Note: DDD emphasizes that Proposers will build off the existing conceptual plans to achieve the final park design.***

In addition to the previous concepts explored, the project will include community engagement to inform design. An engaged design will ensure citizens have an opportunity to reflect on the site's complicated history and future. The improved space will serve as an accessible space for art, culture, and community gatherings. Specific site improvements could include public art, trees and landscaping, lighting, as well as creative acknowledgement of the site's history.

In early 2023, DDD worked in partnership with the City of New Orleans to secure funding from the State of Louisiana Capital Outlay Fund to complete designs for the project with an estimated construction cost of \$5 million. Design costs shall not exceed 10% of the estimated construction cost. Moreover, DDD has no more than \$144,667 for supplemental services.

The selected team will work to develop 100% designs for the project within one year of award. DDD aims to use plans to aid in funding solicitation from the state and/or grant agencies. The design phase will also include supplemental services necessary to complete design; such services may include community engagement, survey, geotechnical, cultural resource survey, and permitting.

The project design will be provided by a multi-disciplinary team of Architectural, Design, and Engineering professionals and shall provide design services, engineering services, cost estimating, cost management, value analysis, etc. As a multi-faceted project, the team may include skills related to resilience planning, landscape architecture, electrical engineering for lighting, traffic planning for access, signage, and public art, etc. to ensure a successful and comprehensive design. The design team will use the 2022 conceptual designs (Exhibit “C”) as a guide to develop the site design, as well as incorporate public feedback received. Note: plans must also be approved by the City of New Orleans.

Anticipated Scope Tasks:

Conduct Two (2) Community Engagement Meetings

Develop and submit 30% Designs

Develop and submit 60% Designs

Develop and submit 100% Designs

Undertake Site Survey

Complete Geotechnical Report

Conduct Cultural Resource Survey

Prepare and Submit Required Permits for Approvals

Prepare Bid Documents, Specifications, and Bid Instructions for issuance by DDD

Conduct Evaluation of Bids on behalf of and/or in collaboration with DDD

Bids will not be advertised until construction funding is secured.

ATTACHMENT “1”

RESPONDENT GUARANTEES

The respondent certifies it can and will provide and make available all services set forth in Scope of Services.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

LIST OF PRINCIPALS

The names and titles of the respondent’s principals are:

1. _____

2. _____

3. _____

4. _____

5. _____

Respondent: _____

Signature: _____

Name: _____
(Print or Type)

Address: _____

City/State/Zip: _____

Area Code & Phone: _____

RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations.
- B. Respondent warrants that, if it is awarded the contract, it is willing and able to obtain the following insurance coverages with policy limits in accordance with Downtown Development District specifications:
1. errors and omissions coverage for willful or negligent acts, or omissions of any officers, employees or agents thereof;
 2. professional liability coverage;
 3. comprehensive general liability coverage;
 4. automobile liability coverage, including hired and non-owned vehicles; and
 5. worker’s compensation coverage.

Waiver of subrogation and hold harmless agreements will be agreed to for all of the above coverage.

- C. Respondent warrants that it will not delegate or subcontract its responsibilities under the contract without the prior written permission of the Downtown Development district.
- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

NON-COLLUSION STATEMENT

The undersigned does hereby attest that he/she is a partner of the firm, officer of the corporation, or individual making the foregoing proposal or proposal, that said proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or to refrain from bidding, collusion, or communication or conference, with any person, to fix the proposal price or affiant or any other proposer or to fix any overhead, profit or cost element, or that of any other proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said proposal are true.

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Exhibit C

VISION FOR HARMONY CIRCLE

New Orleans, LA

Urban Design + Ecology + Culture



Harmony Circle = Welcoming + Interactive + Reflective +
Inspiring + Resilient

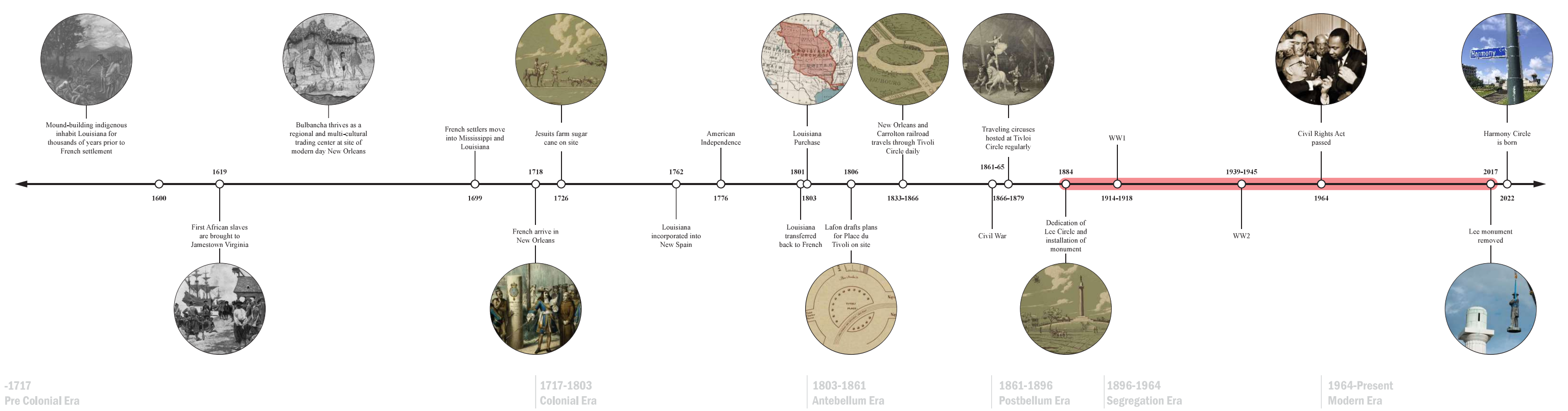
CENTRAL NODES



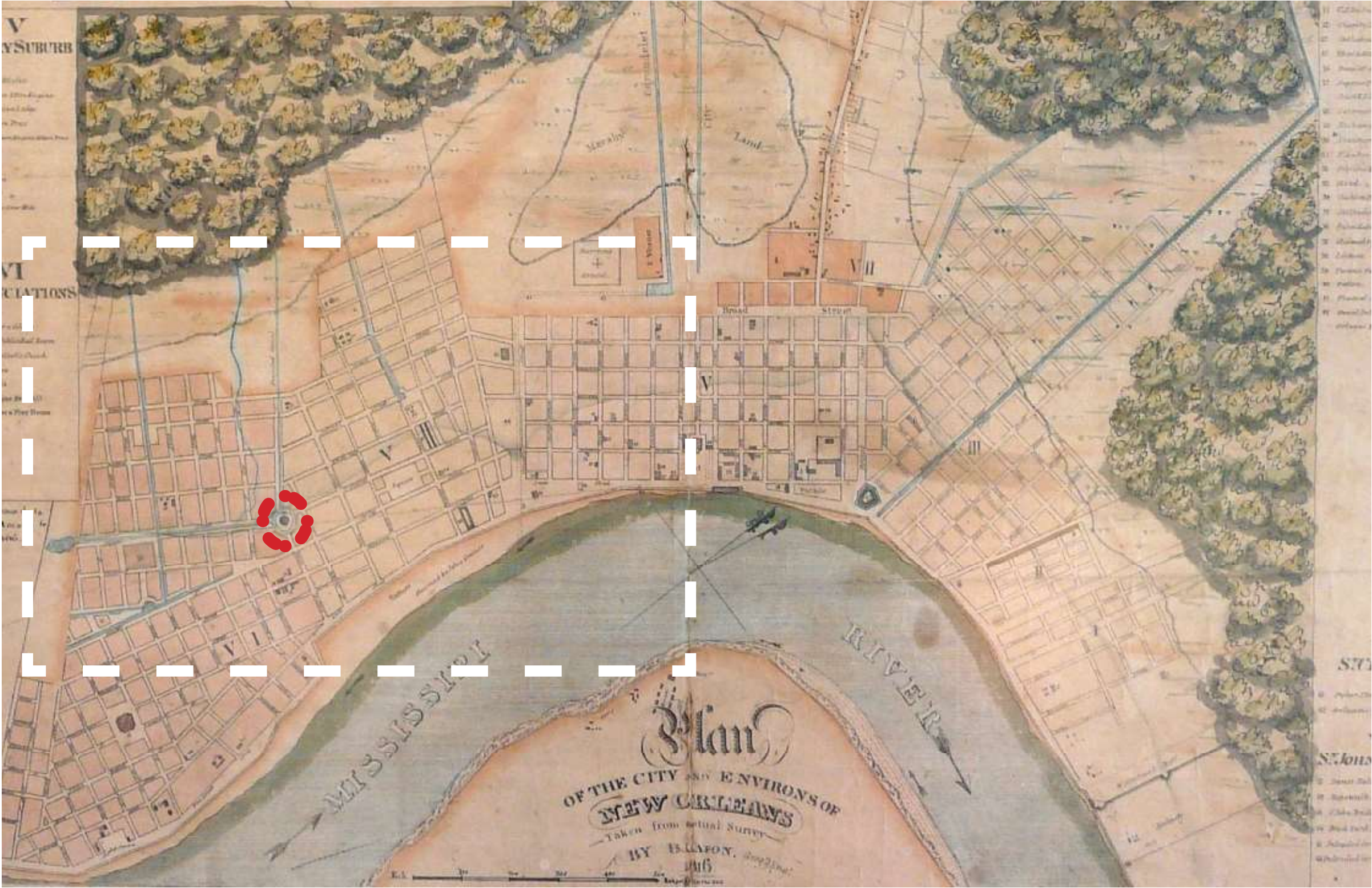
URBAN CONNECTIONS



TIMELINE

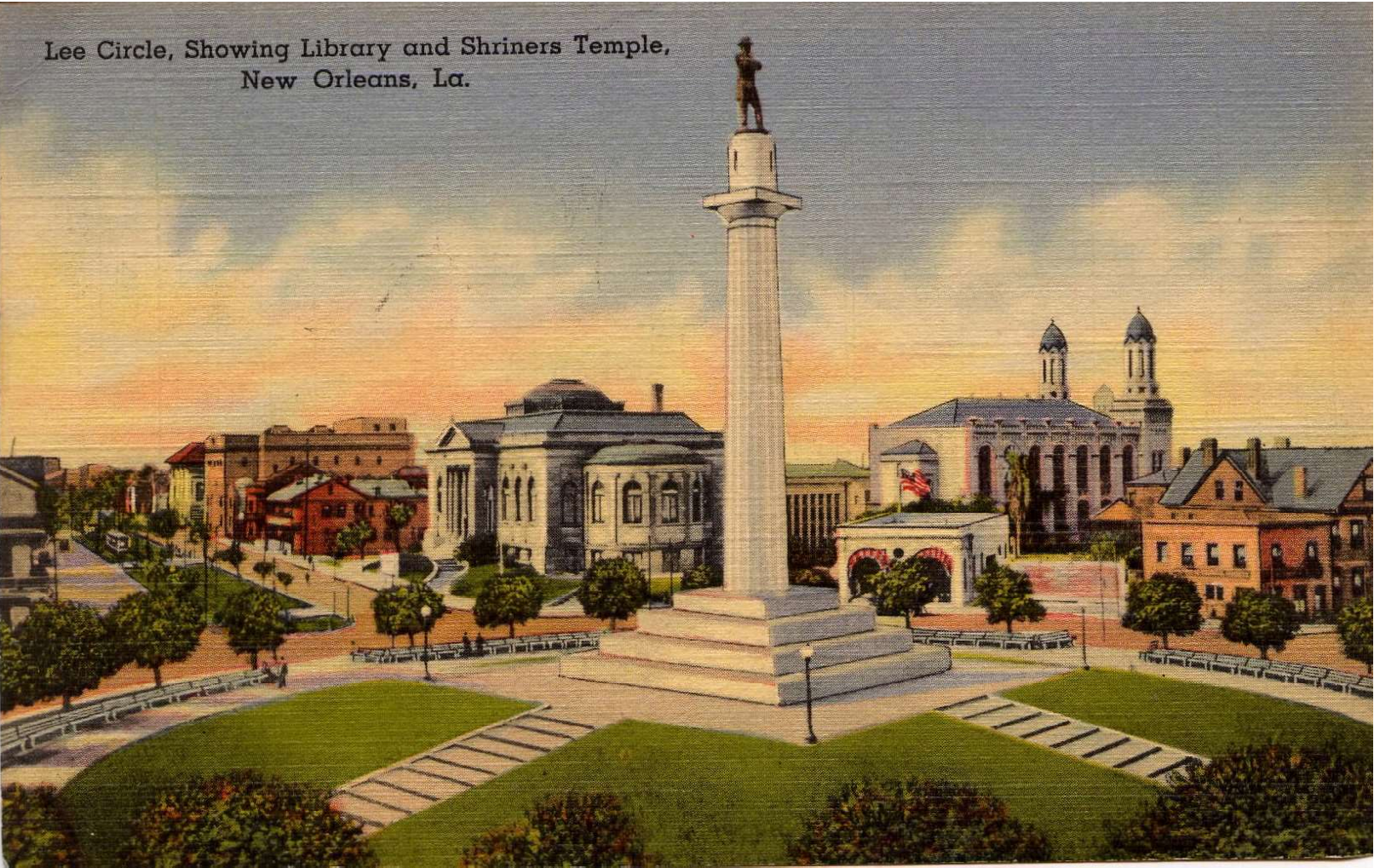


BARTHELEMY LAFON - 1816





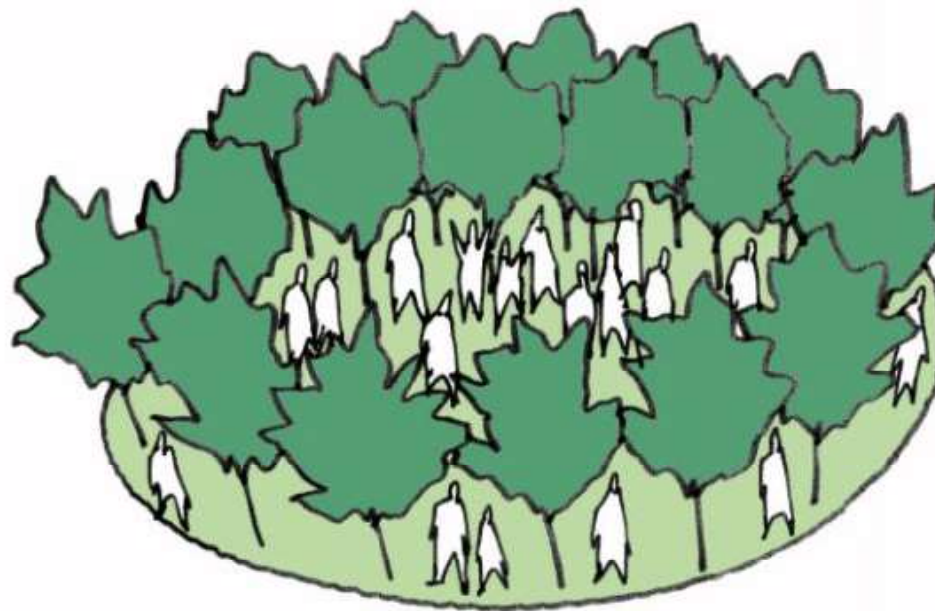
HISTORIC IMAGES





Symbol

Fixed monument



Place

Living monument

DESIGN PRINCIPLES - PLACE



NASHER SCULPTURE CENTER - DALLAS,TX



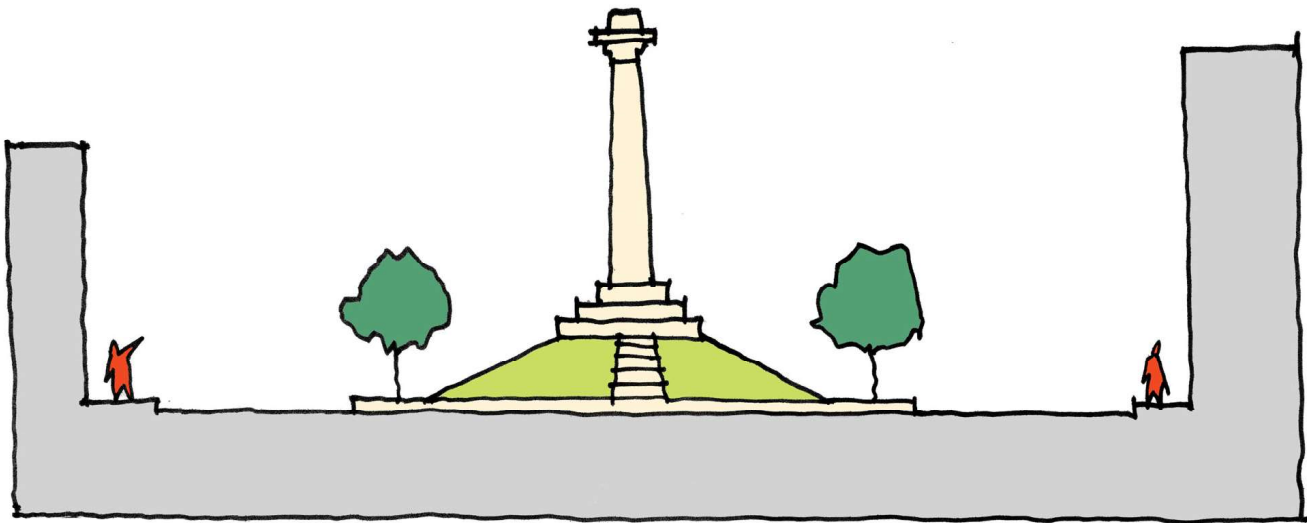
LINCOLN CENTER - NEW YORK CITY, NY



FOUNTAIN PLACE - DALLAS, TX

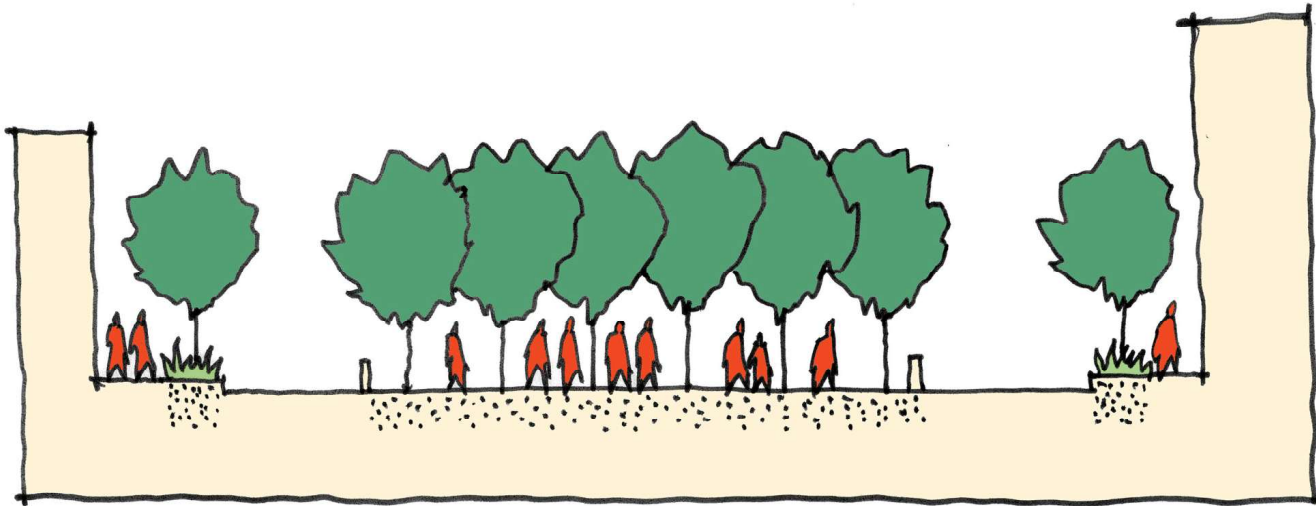
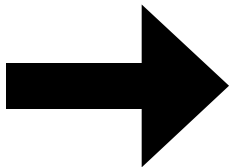


DISCOVERY GREEN - HOUSTON, TX



Imposing

Views up



Inviting

Views through & across

DESIGN PRINCIPLES - INVITING



GATHERING PLACE - TULSA, OK



ELLEN CLARK HOPE PLAZA - ST. LOUIS, MO



TUILERIES GARDEN - PARIS, FRANCE

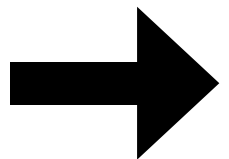


NASHER SCULPTURE CENTER - DALLAS, TX



Isolated

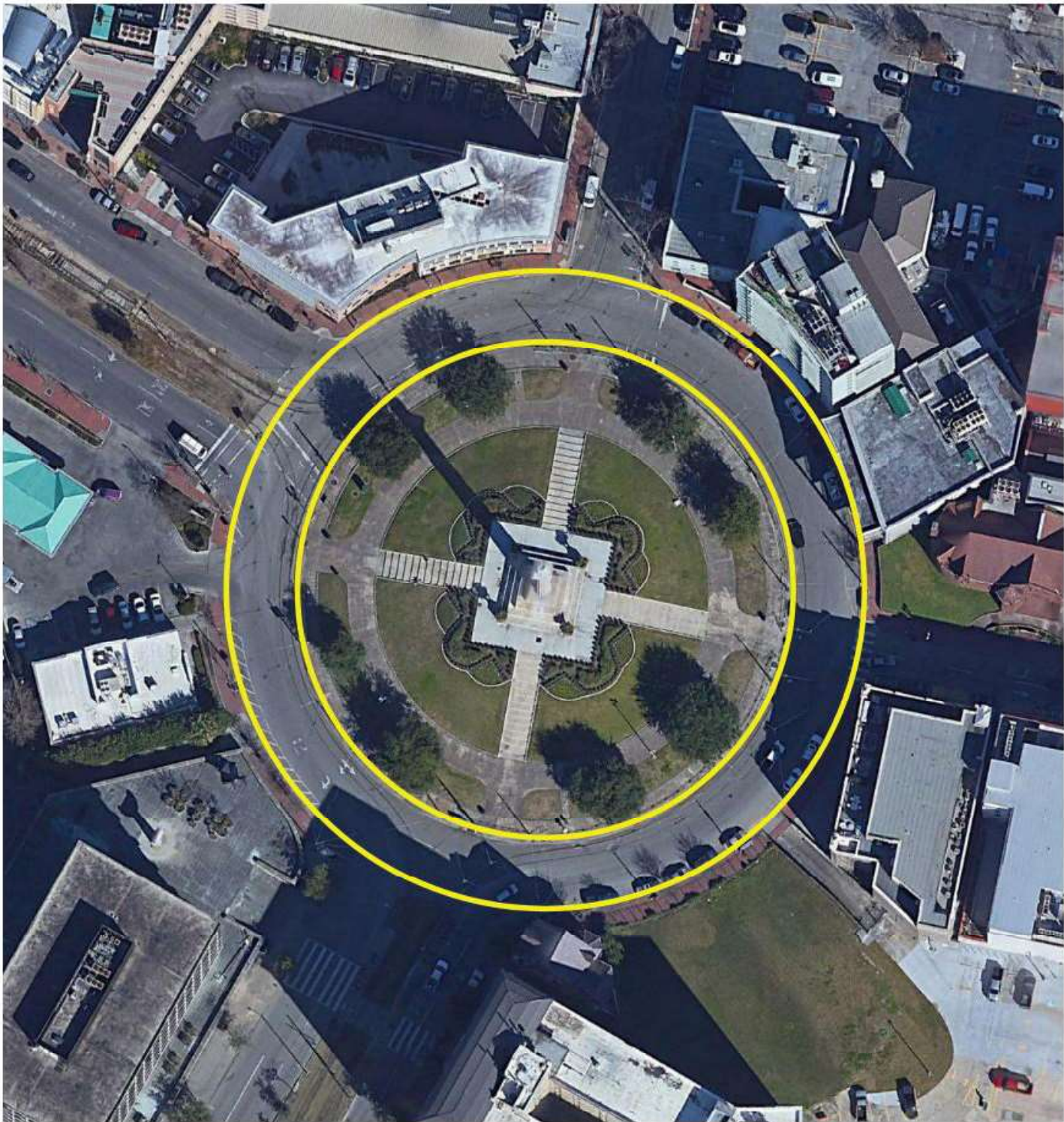
Separated from city



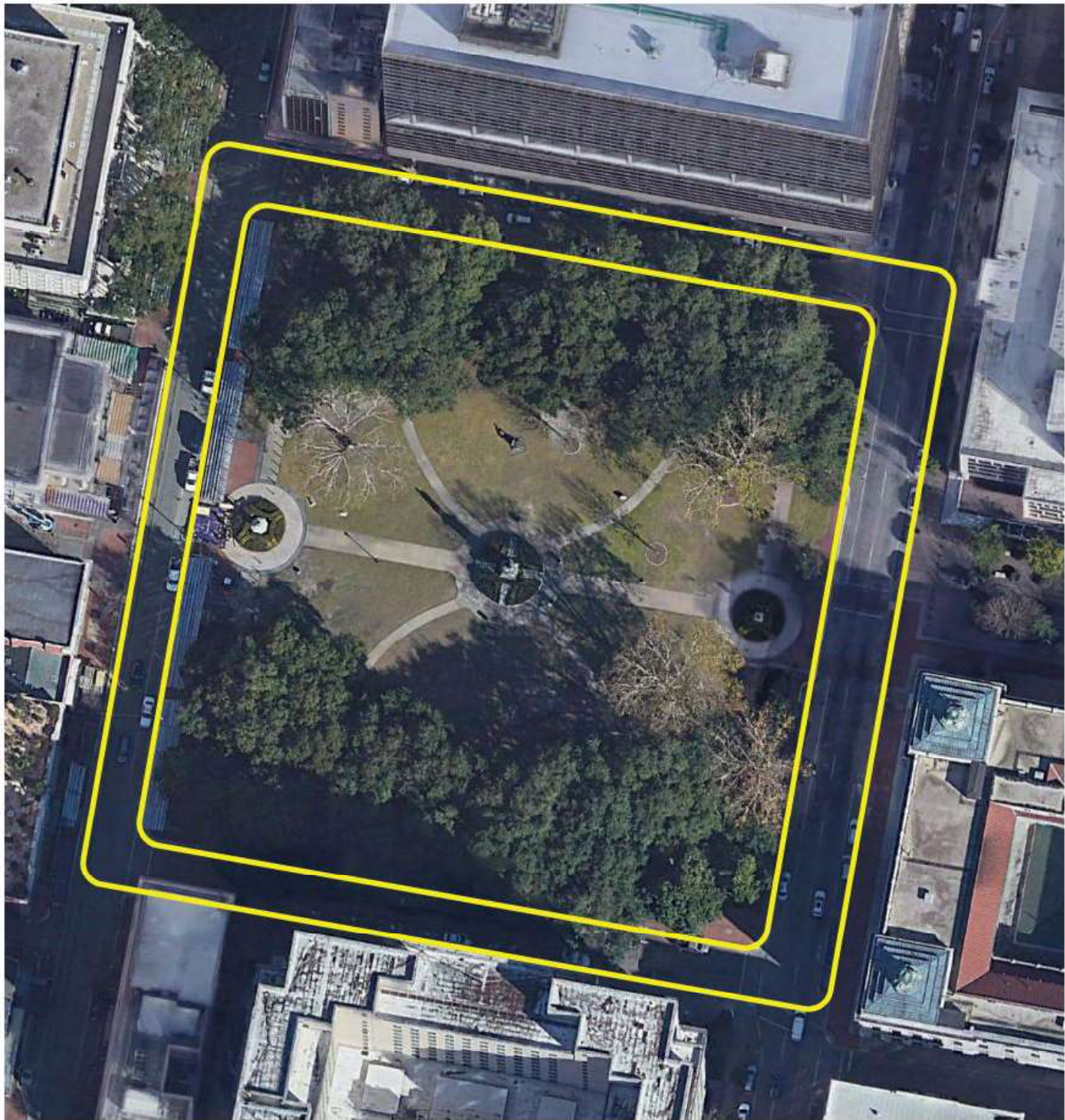
Connected

Defines urban character

SCALE COMPARISONS

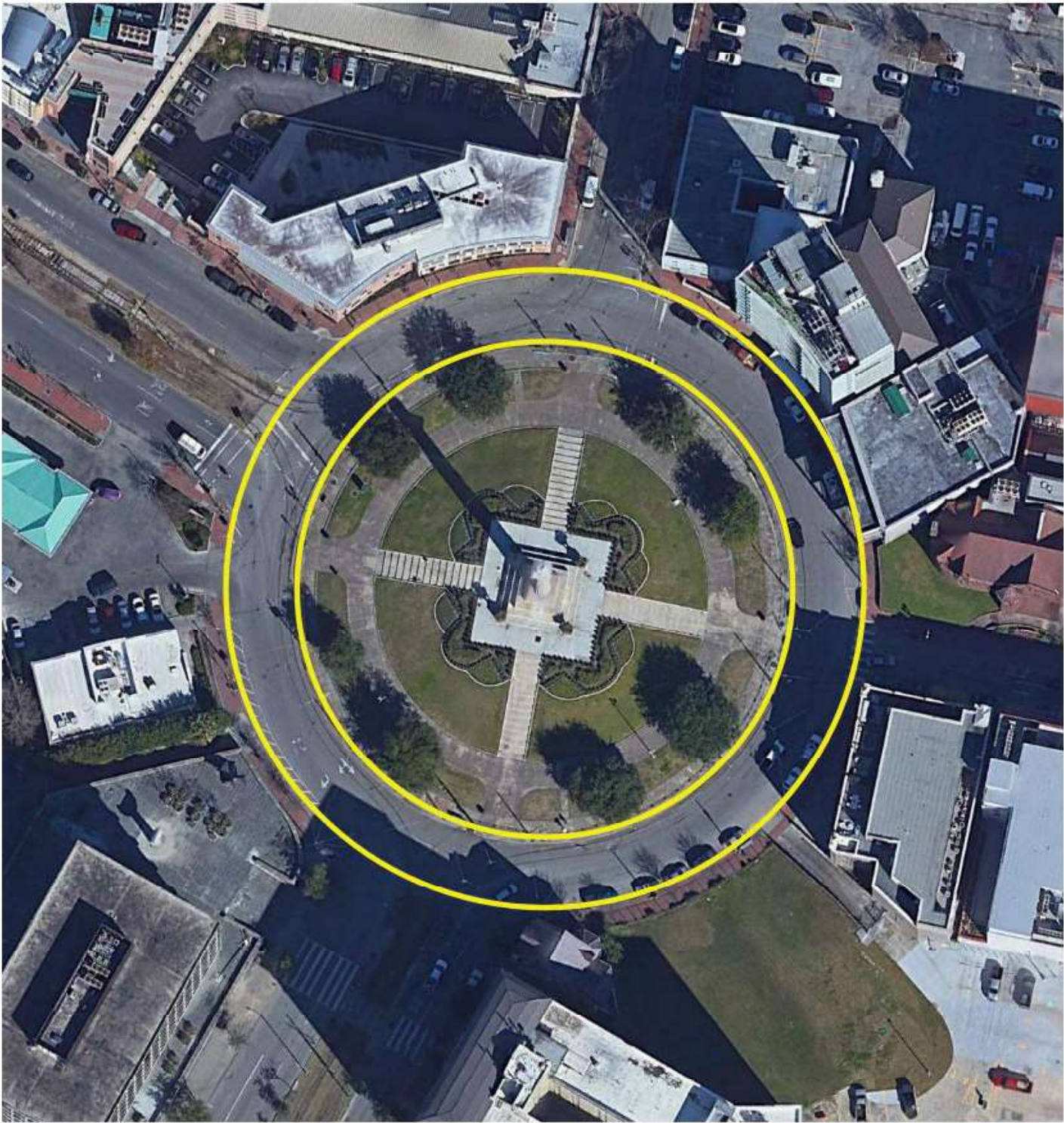


HARMONY CIRCLE - NEW ORLEANS, U.S.
(APPROX. 64,000 SF)

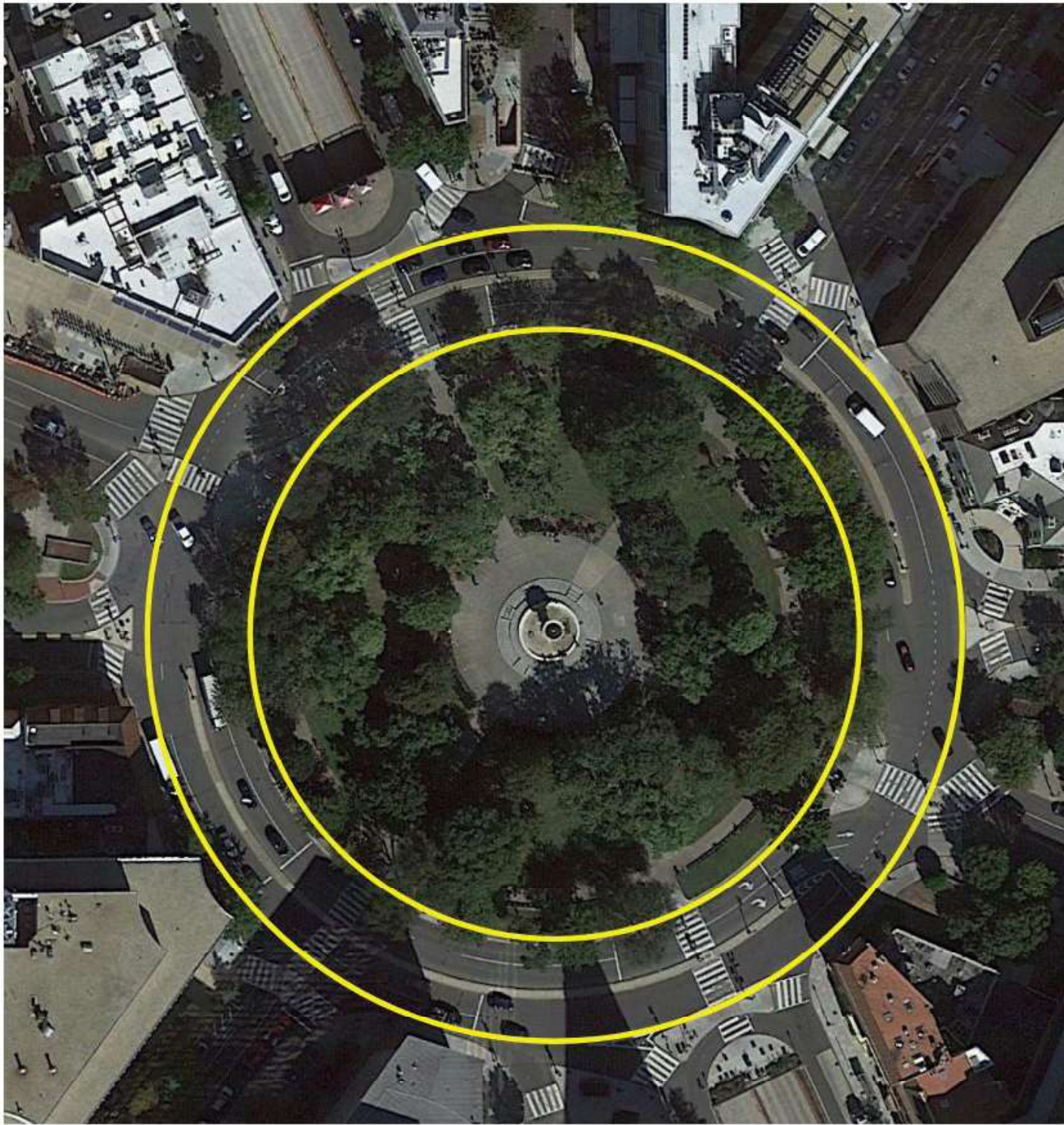


LAFAYETTE SQUARE - NEW ORLEANS, U.S.
(APPROX. 135,000 SF)

SCALE COMPARISONS



HARMONY CIRCLE - NEW ORLEANS, U.S.
(APPROX. 64,000 SF)



DUPONT CIRCLE - WASHINGTON DC, U.S.
(APPROX. 126,000 SF)



DUPONT CIRCLE - WASHINGTON, DC



Radial







Basket Weave





Basket Weave







Grove

CREATING A PLACE



Urban Design + Ecology + Culture

A Space for Reconciliation

A Living Monument to All People of New Orleans

Harmony Circle = Welcoming + Interactive +
Reflective + Inspiring + Resilient