ENGINEERING SERVICES

REQUEST FOR QUALIFICATIONS

FOR THE FOLLOWING PROJECT

COMMUNITY DEVELOPMENT DISASTER RECOVERY
BRIDGE REPLACEMENTS
HUD NO. B-08-DI-22-0001

MULTIPLE BRIDGES
C.P. Proj 13-BR-LA-0005 Br Recall No 800557
C.P. Proj 13-BR-LA-0008 Br Recall No 800608
C.P. Proj 13-BR-LA-0029 Br Recall No 610113

GROUP PROJECT NO. (TO BE DETERMINED)

R. F. Q. NO. 13-ES-PW-003

PREPARED BY

CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

April 01, 2013
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PUBLIC NOTICE FOR ENGINEERING SERVICES
PUBLIC NOTICE

INVITATION FOR CONSULTING ENGINEERING SERVICES

The City of Baton Rouge and Parish of East Baton Rouge is seeking a qualified engineering firm to provide professional services for the replacement of bridges whose design and construction is covered under Disaster Recovery CDBG funds and invites engineering firms to submit a Statement of Qualifications for the following project(s):

**MULTIPLE BRIDGE REPLACEMENTS 2013-01**

R. F. Q. NO. 13-ES-PW-003
ESTIMATED CONSTRUCTION COST: $2,694,500
ENGINEERING FEE: TO BE NEGOTIATED

TO INCLUDE THE FOLLOWING:

- MARIBEL STREET BRIDGE OVER HURRICANE CREEK
  PROJECT NO. 13-BR-LA-0005

- SILVERLEAF DRIVE BRIDGE OVER ROBERT’S CANAL
  PROJECT NO. 13-BR-LA-0008

- GREENWELL STREET BRIDGE OVER ROBERT’S CANAL
  PROJECT NO. 13-BR-LA-0029

This project will be completed in strict compliance with all applicable Disaster Recovery Community Block Grant Funds (CDBG), Housing and Community Development (HUD), and City-Parish rules and regulations.

Statement of Qualifications shall only be submitted on City-Parish Standard Form CPES (DATED: REV. 06/07/06). Interested firms shall register and download an electronic copy of the official Request for Qualifications (RFQ) package from the City-Parish Web Site [www.brprojects.com](http://www.brprojects.com). Only those firms that have obtained the official RFQ package for this project from the web site will be considered by the City-Parish Engineer's and Surveyor's Selection Board. Additionally, the firm selected for this project will be required to execute the City-Parish standard contract for Engineering Services as amended for this project including CDBG Compliance and Professional Services Eligibility Clearance in accordance with 24 CFR 85.35. Responding firms must be prepared to provide a LADOTD audited overhead rate for the purpose of contract negotiations. Any questions or problems related to the download of the RFQ package should be directed by email to Mr. Thomas A Stephens at tstephens@brgov.com.

The original and ten (10) copies of the Statement of Qualifications (Standard Form CPES) shall be delivered to Mr. Thomas A Stephens, Chief Design Engineer, Public Works & Planning Center, 1100 Laurel Street, Baton Rouge, Louisiana 70802. Statements of Qualifications for this project will be accepted until **4:00 P.M., Local Time, Thursday, May 2, 2013**.

Statement of Qualifications that have not been received by the aforementioned date and time will be rejected. Additionally, failure to submit all of the information on Standard Form CPES (DATED: REV. 06/07/06) shall be considered non-responsive and may result in the Qualification Statement being rejected.
All engineering firms that are incorporated shall also be registered with the Louisiana State Board of
Registration for Professional Engineers and Land Surveyors. A copy of the current Certificate(s) of
Registration shall be attached to each Statement of Qualification (Standard Form CPES). Failure to be
registered in good standing with the aforementioned Board shall result in the Qualification Statement
being rejected.

Policy: It is the policy of Housing and Community Development (HUD) that Disadvantaged Business
Enterprises shall have the maximum opportunity to participate in the performance of contracts financed
in whole or in part with Federal funds. Under the State of Louisiana OCD/DRU Community
Development Block Grant Program: Disaster Recovery CDBG Grantee Administrative Manual dated
April 16, 2012, minimum compliance goals have been established.

To standardize procedures for this engineering selection, the City-Parish shall adopt and utilize the
process and DBE schedules A, B, and C as established by the Baton Rouge Metropolitan Airport
(GBRAD). All Respondents or Proposers shall make good faith efforts, as defined in Appendix A of 49
CFR Part 26, to achieve a minimum DBE goal of 6.0% of the total value of the engineering contract.
Good faith efforts include meeting this DBE goal or providing documentation demonstrating that the
Respondent or Proposer made sufficient good faith efforts in attempting to meet this goal. Only DBE
firms certified under the Louisiana Unified Certification Program at the time of Qualification Statement
and Proposal submittal will count toward this DBE goal. To be considered responsive, every
Qualification Statement and Proposal shall be accompanied by DBE Schedules A, B, C, and
Letters of DBE Certification, as appropriate.

The members of the Engineer's and Surveyor's Selection Board request that all consultants, sub-
consultants, contractors, vendors or others involved with this project not contact any Board Member
concerning this project during the selection process period (April 12 – May 23, 2013).

Additionally, the members of the Engineer's and Surveyor's Selection Board request that the Consultants submit revised Form CPES (DATED REV. 06/07/06) only. Unless otherwise stated or
required by the instructions, all other attachments or embellishments shall be excluded. It is also
requested that Form CPES not be bound in a booklet, but be stapled.

The Selection Board will hold a project informational meeting for the Board Members (including
distribution of Statements of Qualifications) on Thursday, May 9, 2013 at 5:00 p.m. in Room 133 of the
Public Works and Planning Building, 1100 Laurel Street, Baton Rouge, Louisiana. The Selection Board
will meet on Thursday, May 23, 2013 at 5:00 p.m. in the Council Chambers on the 3rd floor of the
Governmental Building located at 222 St. Louis Street to select a consultant for the services advertised
herein. Both the Informational and Selection Board meetings are open to the Public, and
representatives from all interested firms are invited to be present.

The City-Parish Engineer and Surveyor Selection Board reserve the right to reject all of the submittals
in response to this Request For Qualifications.

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

MELVIN L. “KIP’ HOLDEN
MAYOR-PRESIDENT

DAVID GUILLORY, P.E.
PUBLIC WORKS INTERIM DIRECTOR
USER AGENCY
SECTION B

PROJECT SUMMARY

AND

PROJECT DESIGN MEMORANDUM
1. PROJECT SUMMARY

The City of Baton Rouge, Parish of East Baton Rouge does not currently have sufficient resources in-house and therefore desires to hire a qualified engineering firm to provide professional services for the replacement of three bridges in East Baton Rouge Parish, said bridges being:

1. Maribel Street Bridge over Hurricane Creek (Recall No. 800557) which is a 114-foot long bridge consisting of six (6) spans. The existing structure includes an asphalt concrete overlaid concrete deck supported by timber stringers, treated timber caps, and treated timber piling. The approaching roadway is a 2-lane asphalt concrete street with open ditches. The bridge is located approximately 0.21 miles south of Prescott Road.

2. Silverleaf Avenue Bridge over Robert’s Canal (Recall No. 800608) which is a 76-foot long bridge consisting of four (4) spans. The existing structure includes an asphalt concrete overlaid concrete deck supported by treated timber caps, and treated timber piling. The approaching roadway is a 2-lane asphalt concrete street with curb and gutter and sidewalks. The sidewalks cross Robert’s Canal over pedestrian bridges located approximately 14-feet from the bridge. The bridge is located approximately 0.26 miles north of Greenwell Street.

3. Greenwell Street Bridge over Robert’s Canal (Recall No. 610113) which is a 114-foot long bridge consisting of six (6) spans. The existing structure includes an asphalt overlaid concrete deck supported by treated timber caps, and treated timber piling. The approaching roadway is a 2-lane asphalt concrete street with open ditches. A concrete sidewalk, is located on the north side of the east bound approach, ending about 125 feet west of the bridge. The bridge is located about 0.17 miles east of Lanier Drive.

The Consultant will be required to: 1) prepare a Design Study, including hydraulics, environmental and geotechnical considerations, 2) provide a topographic survey; 3) prepare Right-of-Way (ROW) Mapping if required; 4) provide Preliminary and Final Construction Plans and Cost Estimates; 5) provide Construction Phase Services as required, 6) and rate the bridges according to LADOTD criteria.

2. SCOPE OF SERVICES

A. Selected Consultant shall provide the following services:

1) Design Study
   - Planning, procuring, and/or preparing necessary topographic surveys, environmental studies, and geotechnical investigations required for preliminary design considerations.
   - Prepare preliminary horizontal/vertical alignments based on aerial photography with LIDAR contour information.
   - Prepare proposed typical section.
- Prepare Bridge site evaluation. Watershed data including drainage area, design flow, and hydraulic profiles will be provided by the Parish.
- Prepare preliminary project construction cost estimate.

2) Topographic Survey
- Provide necessary field investigations and surveys to produce engineering construction plans. Topographic surveys shall extend approximately 500ft each side of bridge.

3) ROW Mapping
- Field boundary survey of existing property lines within the corridor of the project.
- Prepare ROW Maps (Abstracts to be provided by Owner).

4) Engineering Design
- Prepare Preliminary and Final construction plans, hold a Plan-in–Hand with utility owners affected, and provide final cost estimates.

5) Construction
- Respond to Request for Information (RFI) on an as-needed basis.
- Shop drawing review and engineering support services during construction on an as-needed basis if required.
- Provide Owner with one set of Mylar reproducible and digital drawing files in both “AutoCAD” & “PDF” formats.

3. ENGINEERING EXPERTISE AND SPECIAL REQUIREMENTS

A. The following services must be performed by Prime Consultant

1) Bridge design

B. The following services may be performed by either the Prime Consultant or Sub-Consultants

1) Abstracting, Topographic and ROW surveying
2) Geotechnical engineering
3) Environmental engineering

C. In addition to knowledge and expertise in the design of bridge replacements, the Prime Consultant and Sub-Consultants must describe for both the firm and specific personnel their knowledge of HUD’s requirements for the Community Block Grant Program and knowledge of OCD/DRU Disaster Recovery Program

4. DELIVERY SCHEDULE (Times Run Concurrently Per Bridge)

A. Design Study
   1) Completed study within 45 calendar days from issuance of Notice to Proceed (NTP 1).
B. Topographic surveys
   1) Completed surveys within 30 calendar days from issuance of (NTP 1).

C. ROW Surveys and Mapping
   1) Completed ROW maps within 45 calendar days from issuance of (NTP 3) for final design.

D. Design
   1) Complete preliminary and final plans, specifications and cost estimates. Preliminary Plans will be completed within 60 calendar days of (NTP 2) and Final Plans will be completed within 45 days of (NTP 3).

5. DESIGN FEES

   A. Fees shall be negotiated with the selected consultant as part of the contract negotiation.

      DBE GOAL 6.0%
DESIGN MEMORANDUM

Project Name: Multiple Bridge Replacement 2013-01

C.P. No. 13-BR-LA-0005 Maribel Street Bridge over Hurricane Creek
C.P. No. 13-BR-LA-0008 Silverleaf Drive Bridge over Robert’s Canal
C.P. No. 13-BR-LA-0029 Greenwell Street Bridge over Robert’s Canal

RFQ No. 13-ES-PW-003

Project Limits: The project limits are expected to be contained within existing servitude and rights-of-way.

Approx. Bridge Length(s): Maribel Street (120-ft), Silverleaf Drive (80-ft), and Greenwell Street (120-ft)

Estimated Combined Construction Cost: $2,694,500

1. General Description: Designers may consider the use of box or pipe culverts where discharges would allow. Bridge replacements options may include either slab span or quad beam girder span options. Typical replacement facilities will provide for 2-lane curb & gutter approaches with adjoining sidewalks and combination barrier rail unless existing connecting streets provide alternative accommodations for pedestrian and/or bicycle traffic.

2. Federal, State or Other Participation: These projects are being funded through Hurricane Gustav/Ike Louisiana Recovery Authority monies (Community Block Development Grants)

3. Right-of-Way: Additional ROW and servitudes are not expected.

4. Scope of Project:

   - Street Classification(s): Urban Local
   - Design Speed: 30 mph
   - Street Width: 2-lane, curb & gutter with sidewalks.

5. Drainage – Hydraulic Design Requirement:

   - City/Parish Drainage Criteria
   - Low Chord must be above the 100-yr water surface, unless otherwise approved by DPW.

6. Utilities: The Consultant shall make all arrangements with the various utility companies to locate their facilities in the field. The Consultant shall also show the proposed locations of relocated facilities, if required.
7. **Traffic Signals:** None required.

8. **FAA Permit:** May be required.

9. **Wetland Delineations and Permits:** Wetland delineations and preparation of U.S. Army Corps of Engineers 404 Permit may be required of the Consultant.
SECTION C

EVALUATION CRITERIA FOR

QUALIFICATION STATEMENTS

AND

SELECTION PROCESS
EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS

A. GENERAL: The procurement of consulting engineering design services for this project is governed by the City of Baton Rouge and Parish of East Baton Rouge Metropolitan Council Ordinance 8931 and associated revisions, which establish the Engineer and Surveyor Selection Board. As a recipient of Federal financial assistance (federal aid), the City-Parish is mandated by federal law under Title 24, Code of Federal Regulations, Part 85 (24 CFR 85), to assure that small and minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

The following general criteria in combination with the Engineer & Survey Score Card (attached) will be used in evaluating the Qualifications Statements (Standard Form CPES),

1. Capability to perform all or most of the services required for the project.
2. Recent experience with similar or other projects comparable to the proposed project.
3. Reputation for personal and professional integrity and competence.
4. Professional background and caliber of key personnel.
5. Current workload.
6. Capability to meet schedules and deadlines.
7. Capability to complete projects without having major construction cost escalations or overruns.
8. Qualifications and experience of outside consultants regularly engaged by the Engineer under consideration.
9. Quality of projects previously undertaken.
10. Familiarity with the project location to fully understand the physical limitations, constraints etc. associated with the projects geographic location.
11. Capability of a branch office to perform independently of the home office when being considered or, conversely, its capability to obtain necessary support from the home office.
12. Degree of interest shown in undertaking the project.
13. Evidence that consultant has established and implemented an Affirmative Action Program.
14. Demonstration of an understanding of the project’s potential problems and the OCD/DRU and City-Parish special concerns.
15. Knowledge of HUD CDBG Program, OCD/DRU Disaster Recovery Program, and City/Parish regulations, policies, and procedures.
B. SELECTION PROCESS:

The contract for this project will be awarded through a qualifications based selection process. This process shall consist of evaluation of Qualifications Statements (Standard Form CPES, dated Rev. 06/07/06). All qualification statements (Standard Form CPES, dated (Rev. 06/07/06) will be reviewed by the City-Parish's Engineer and Surveyor Selection Board. After contract negotiations, the selected firm or firms will then be presented to the City-Parish Metropolitan Council for authorization to enter into a contract for this project.

The selection process shall be as follows:

1. Each board member and the user agency representative shall independently evaluate each statement of qualification (Form CPES) submitted for this project in accordance with the aforementioned general criteria.

2. Based upon each member's evaluation of the RFQ submittals, each member shall rate each firm utilizing the Engineer and Survey Selection Board Score Card. Each member shall score factors 1 - 7 prior to the selection meeting, but shall not finalize their scoring until the User Agency recommendation has been made. Upon completion of the User Agency recommendation, each board member shall finalize their score card to establish their top five (5) firms from the list of firms under consideration.

3. On the first ballot, each Selection Board member shall then vote for his top five (5) firms in accordance with the following weighted voting schedule:
   a) Five points for the first rated firm
   b) Four points for the second rated firm
   c) Three points for the third rated firm
   d) Two points for the fourth rated firm
   e) One point for the fifth rated firm.

Each selection Board member shall sign and turn in both their score card and ballot sheet to the selection board recorder.

4. The score of all firms shall then be totaled and the top three (3) highest ranking firms shall then be considered for a subsequent round of balloting.

5. On the second ballot, each member shall then vote for only one (1) firm from the list of the top three (3) highest ranking firms. For a firm to be selected it must receive a simple majority of the votes being cast by the Selection Board members voting.

6. If a firm does not receive a simple majority on the second ballot, a third ballot shall be taken with the top two (2) highest ranking firms. In the event of a tie, the Selection Board shall first have a runoff vote for the tieing firms. This vote shall be a single vote by each Board member until one of the tieing firms receives a majority. If there is still a tie, the Board Members shall re-vote until the tie is broken.

7. Once the top two (2) highest ranking firms have been obtained, a third ballot (or fourth ballot shall be taken) until one (1) firm receives a simple majority of the votes being cast. If no firm receives a simple majority of the votes being cast after two (2) rounds of balloting, the following tie breaking procedure shall be followed:
**1st Tie Breaker:** The first tie breaker shall be the total number of points a firm received on the first round ballot. If both firms received the same number of total points the second tie breaker shall be utilized.

**2nd Tie Breaker:** The second tie breaker shall be the total number of first place votes each firm received on the first round ballot. If both firms received the same number of first place votes, the following tie breaker shall be utilized.

**3rd Tie Breaker:**

A. **Department of Public Works Projects:** When a project falls under the jurisdiction of the Department of Public Works, the Director of Public Works shall select one of the two firms.

B. **User Agency Other Than DPW:** When a project falls under the jurisdiction of a user agency other than DPW, the user Agency representative shall select one of the two firms.

8. The Selection Board reserves the right to discuss the firms being considered prior to any voting or balloting.

9. No later than two (2) weeks after notification of selection, the top rated firm will submit to the Director of Public Works a proposal for the services to be provided. The proposal will be prepared in accordance with the Department of Public Works Instruction for the Preparation of Engineering Proposals. Contract fee negotiations will then be held with the top rated firm and the contract will be recommended for award to the City-Parish Metropolitan Council if such negotiations are successful. If satisfactory negotiations do not result, the top rated firm shall be notified in writing that a contract cannot be reached and the Director of Public Works then will proceed to negotiate with the second rated firm. If an acceptable contract cannot be reached with the second firm, they too, will be notified of such in writing and the Director of Public Works will proceed to negotiate with the third firm. If an acceptable contract cannot be reached with any of the top firms, the project will be re-evaluated and re-advertised. In all cases, once contract negotiations have been terminated with a firm and begun with another, they will not be reopened with the former firm or firms. The negotiated fee and contract agreement is subject to Metropolitan Council final review and authorization of the Mayor-President to execute the contract for engineering services for this project.
## Engineer and Survey Selection Board
### Score Card (Fed Aid)

<table>
<thead>
<tr>
<th>SCORECARD FACTORS</th>
<th>Weight/Pts</th>
<th>Max Total Pts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firm/Team Qualifications and Experience</strong></td>
<td>0-25 pts</td>
<td>25</td>
</tr>
<tr>
<td>• Firm/Team shall be evaluated based on project specific experience and resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Primary focus should be on Prime Consultants Experience however the other team members must be considered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Key Personnel Qualifications and Experience</strong></td>
<td>0-25 pts</td>
<td>50</td>
</tr>
<tr>
<td>• Specific Personnel Experience with Similar Projects must be considered</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architects…</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Local Project Experience</strong></td>
<td>0-10 pts</td>
<td>60</td>
</tr>
<tr>
<td>• Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal.) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Proposal/Understanding</strong></td>
<td>0-5 pts</td>
<td>65</td>
</tr>
<tr>
<td>• Firm/Teams RFQ should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Compatibility (firm size related to project magnitude)</strong></td>
<td>0-5 pts</td>
<td>70</td>
</tr>
<tr>
<td>• Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firms current workload.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Work Load and Project Awards</strong></td>
<td>0-5 pts</td>
<td>75</td>
</tr>
<tr>
<td>• Number and size of projects currently under contract must be considered in relation to available Staff.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Qualified Firms that have not been awarded a City-Parish contract within the last 3 years should be given priority consideration.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Firm/Team Office Location Where Work Is To Be Performed</strong></td>
<td>0-5 pts</td>
<td>80</td>
</tr>
<tr>
<td>The location factor is based on the distance between the firm’s office(s) to the project site. The firm’s office will be the location where the key staff and the majority of the personnel performing the work for the project are located. Basically, the closer the firm’s office is to the project site, the higher its score. Scoring shall be based on a 1 point reduction for every 50 mile distance from the project site (i.e. a firm located within 50 miles will receive 5 points, 100 miles 4 points, 150 miles 3points…)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Past Performance and User Agency Recommendations</strong></td>
<td>0-10 pts</td>
<td>90</td>
</tr>
<tr>
<td>• Board members shall independently evaluate each firm, less the “User Agency Recommendation”. After the user agency provides their recommendation, each board member shall consider this along with any past performance, and then apply any additional points to finalize their scoring. The User Agency should generally provide recommendations based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Special Conditions/Requirements Specified in RFQ</strong></td>
<td>0-10 pts</td>
<td>100</td>
</tr>
<tr>
<td>• Special project design considerations and firm experience that may be included in the RFQ. These special design requirements and considerations must be clearly spelled out in the RFQ.</td>
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</tbody>
</table>
SECTION D

STATEMENT OF QUALIFICATIONS (FORM CPES)
REVISED 06/07/06
A. PURPOSE: The procurement of professional engineering, surveying and related professional services for the City of Baton Rouge and Parish of East Baton Rouge is governed by Metropolitan Council Ordinances: 8931, 9293, 9456 and 9603 and associated revisions. The purpose of this form (Standard Form CPES) is to provide members of the Engineer and Surveyor Selection Board with specific information regarding the qualifications of interested firms submitting for a particular project.

B. DEFINITIONS:

"Engineering, surveying and related services" are those professional services associated with research, development, design, construction, alteration or repair of real property as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operation and maintenance manuals, and other related services.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline", as used in this form, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Consultant", as used in this form, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

"Prime" refers to that firm which may be coordinating the concerted and complementary knowledge of several firms, individuals or related services to produce a completed study or finished product. The "prime" would normally be regarded as having full contractual responsibility for quality of performance by itself as well as by professional sub-consultants under its jurisdiction.

"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

"Key Persons, Specialists, and Subconsultants", as used in this form, refer to individuals or firms who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

C. INSTRUCTIONS FOR COMPLETING FORM CPES (Note: Numbers below correspond to number contained in CPES form):
1a. Indicate in this block the complete name of the submitting firm. Also indicate if the firm is the "prime firm" or "subconsultant".

1b. Indicate in this block the address of the specific office that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block that the address shown is for the "main office" or "branch office".

1c. Indicate in this block the complete project name and R.F.Q. project number and any other project numbers provided in the announcement.

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

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

2c. If applicable, indicate the firm's Louisiana State Board Registration number and the date granted. For individual and non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. For all engineering and surveying firms that are incorporated a copy of the firm's Certificate(s) of Registration shall be attached to the form. Failure to attach the required Registration Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.

2d. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line.

3. Indicate in this block by discipline and number all employees presently employed at the work location (Item b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with is or her primary function. The term "Engineer" shall mean a Registered Professional Engineer that is currently registered with the Louisiana State Board of Registration For Professional Engineers and Land Surveyors. Include all clerical personnel as "Administrative". Write in any additional disciplines: planners, biologists, etc. Indicate the number of people in each blank space and show total. For national firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item b for this project, the firm shall submit separate CPES Forms showing those offices as subconsultants for this project.

4. The "Prime" Consultant shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item b). The prime must perform more than fifty percent (50%) of the work. Additionally, all subconsultants shall also indicate on their form the name of the "Prime" and the percentage amount of the work that will be performed by the Prime.

5. The "Prime" consultant shall list in this block the name(s) of the various subconsultant(s) or associates that will be performing other work task(s). The prime shall also indicate the specific technical or professional responsibilities the subconsultant(s) will be performing; the approximate percentage of the total work
that will be performed by the subconsultant, and the prime and subconsultants shall indicate in the appropriate block the Prime's previous working relationships with the subconsultant or associate listed.

If the Prime and listed subconsultants are selected for the project, and the Prime chooses to use another subconsultant in lieu of the subconsultant listed, the Prime must submit in writing to the Director of Public Works or the User Agency if applicable) the reason for the requested change. The Director of Public Works (or the User Agency) may then concur or deny the requested change. Copies of all letters, etc. concerning any requested subconsultants or associates changes shall also be copied or transmitted to all members of the Selection Board.

6. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any subconsultants or associates, if applicable. The individual who is the contact person (Item a) shall also be indicated in the organizational chart and their relationship to the project team.

7. The respondent shall provide in this block a brief resume of only the key personnel that are expected to participate on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item b) or clearly identify alternate office location, and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) years of professional or relevant experience with present firm and other firms, (d) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with City-Parish procedures, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information.

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

9. The respondent may list up to nine (9) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including client name, contact person and their telephone number, (b) brief description of type and extent of services provided for each project, (c) the actual (A) or estimated (E) contract fee, (d) the current status of the project or percent completed, (e) the actual or estimated completion date of the contract.
10. The respondent must list in this block, all City-Parish projects which have been awarded the firm, as a prime consultant during the past three (3) years. (The time period being from the date of contract award to the published meeting date of the City-Parish Engineer and Surveyor Selection Board for this project). Required information must include: (a) name and type of project, including City-Parish Agency name, contact person and their telephone number, (b) brief description of type and extent of services provided for each project, (c) the actual (A) or estimated (E) contract fee, (d) the current status of the project or percent completed, and (e) the actual or estimated completion date of the contract.

11. Through narrative discussion, the respondent should show reasons why the firm or design team submitting this form believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances to perform the work, special approached or concepts developed by the firm relevant to this project, etc.

Additionally, the narrative should also include specific reference to the various items specified in the Request For Qualifications Evaluation criteria (Section "C"). A maximum of three (3) additional sheets may be utilized to answer this question. Unless otherwise specifically requested in the Request For Qualification (R.F.Q.) all other attachments e.g. company brochures, cover pages, etc. shall be excluded. It is also requested that Form CPES not be bound in a booklet, but be stapled in the upper right-hand or left-hand corner.
The original and nine (9) copies of the Statement of Qualifications (Standard Form CPES, dated Rev. 06/07/06), shall be mailed or delivered in accordance with instructions provided in the official Public Notice, as amended.

Statements of Qualifications that have not been received in accordance with the provisions in the official Public Notice, as amended, prior to the deadline date will not be considered. Additionally, failure to submit all of the information on Standard Form CPES shall be considered non-responsive and may result in the Qualification Statement to be rejected.

NOTE:

(1) A completed Standard Form CPES shall be submitted for each sub-consultant.

(2) Engineering firms are limited to submitting as either a prime or as a sub-consultant. If a firm submits as a prime and as a sub-consultant for this project, all Qualification Statements that the firm is associated with will be rejected.

This rule is not intended to limit specialty firms from entering into nonexclusive agreements as a sub-consultant with more than one proposer. On projects that require a stipulated minimum DBE goal a properly certified DBE firm will be considered as a Specialty Firm for entering into nonexclusive agreements as a sub-consultant. However, if the certified DBE firm submits as a Prime they will be restricted from submitting as a sub or specialty firm and all Qualifications will be rejected as noted above.

For this RFQ, Geotechnical, Environmental, and Land Surveying are considered Specialty Firms.

(3) The City-Parish is committed to ensuring that Disadvantaged Business Enterprise (DBE) firms have the maximum opportunity to participate and has established a minimum goal of 6% participation by certified DBE firms on this project.

(4) All Consulting Engineering Firms that are incorporated shall be registered with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. A copy of the current Certificate of Registration shall be attached to each Statement of Qualification (Standard Form CPES). Failure to be registered in good standing with the aforementioned Board will result in the Qualification Statement being rejected.

(5) The members of the Engineer's and Surveyor's Selection Board request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any board member concerning this project during the selection process.

(6) The members of the Engineer's and Surveyor's Selection Board request that the Consultant submit Form CPES (dated Rev. 06/07/06) only. All other attachments or embellishments shall be excluded. It is also requested that Form CPES be stapled in the upper right hand corner, not bound in a booklet. All sub-consultants/associates' Form CPES must be attached to the prime firm's Form CPES. Your cooperation with this request will be appreciated.

(7) The members of the Engineer's and Surveyor's Selection Board request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any Board Member concerning this project during the selection process period, from the date of Public Notice through final selection.
SECTION E

INSTRUCTIONS TO RESPONDENTS OR PROPOSERS
MANDATORY DBE REQUIREMENTS AND SUBMITTALS
INSTRUCTIONS TO RESPONDENTS OR PROPOSERS

MANDATORY DBE REQUIREMENTS AND SUBMITTALS

To standardize selection procedures for this engineering selection, the City-Parish shall adopt and utilize the process and DBE schedules A, B, and C as established by the Baton Rouge Metropolitan Airport (GBRAD).

It shall be City-Parish policy that a Respondent or Proposer that fails to submit completed DBE Schedules (forms) and current DBE letter(s) of certification as specified herein will be considered non-responsive.

Mandatory DBE Submittals:

- **Schedule A** is required of all bidders when bidding on a project that includes federal funding. This form shall list all firms that plan to participate in the project and describe the work, goods, and/or services to be provided. This form will also indicate the Prime firm's level of DBE participation commitment.
- **Schedule B** is required for every firm that plans to participate in the project.
- **Schedule C** is required in the event that the prime firm fails to meet the DBE goal for the project. Supporting documentation of Good Faith Efforts is required.

For this project selection Participating DBE firms must be certified by the LAUCP (http://www.dotd.louisiana.gov/UCP/). DBE letters of certification must be submitted and must be current and in compliance with 49 CFR Part 26. Firms with pending and/or expired letters of certification cannot be employed to satisfy the DBE participation requirement. If a bidder is currently certified as a DBE in compliance with 49 CFR Part 26, then it too must properly complete and submit all applicable DBE Schedules (forms) contained herein.

Contractors or consultants and subcontractors or subconsultants who engage DBE subcontractors or subconsultants agree to undertake good faith efforts as set forth in 49 CFR Part 26 Appendix A to include DBE participation in any change order work associated with this contract to maintain or exceed the DBE participation level set in this contract. Contractors or consultants and subcontractors and subconsultants who engage DBE subcontractors or subconsultants (and any lower level subcontractors or subconsultants) also agree to make a good faith effort to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the participation level submitted on Schedule A.

The DBE requirements stated herein pertain and can be applied to prime contractors or consultants and/or subcontractors or subconsultants (and any lower level subcontractors or subconsultants).
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

PART I – POLICY/ COMPLIANCE

(A) DBE OBLIGATION: The requirements of 49 CFR Part 26, regulations of the U.S. Department of Transportation, apply to this project selection. It is the policy of the City-Parish to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Qualification Statements or Proposals.

The Contractor, Subcontractor or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor or Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Award of this contract will be conditioned upon satisfying the requirements of this solicitation. These requirements apply to all Respondents or Proposers including those who qualify as a DBE. A DBE contract goal of 6.0 percent has been established for this contract. The Respondents or Proposers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Good faith efforts include meeting this DBE goal or providing documentation demonstrating that the Respondents or Proposers made sufficient good faith efforts in attempting to meet this goal.

(B) PROMPT PAYMENT: Under the DBE program, the Prime Contractor or Consultant agrees to pay each Subcontractor or Subconsultant under this contract for satisfactory performance of its contract prior to submitting an invoice to the City-Parish for request for payment. This payment will be documented on the Contractor’s Monthly Report form that is submitted with each payment request. The Prime Contractor or Consultant agrees further to return retainage payments to each Subcontractor or Subconsultant within 14 days after the Subcontractor’s or Subconsultant’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City-Parish. This clause applies to both DBE and non-DBE Subcontractor or Subconsultants.

In the event of the Contractor’s or Consultant’s noncompliance with these prompt payment provisions, City-Parish may impose such sanctions and penalties as it may determine to be appropriate, including, but not limited to, the following:

1. Withholding of payments to the Contractor or Consultant under the contract until it complies, and/or
2. Deduction from a contract funds due or to become due the Contractor or Consultant, and/or
3. Disqualification of the Contractor or Consultant as non-responsible, and/or
4. Cancellation, termination or suspension of the contract in whole or in part, and/or
5. Any other remedy as City-Parish deems appropriate.

(C) FAILURE TO COMPLY WITH DBE REQUIREMENTS: All federally-assisted contract performers (Prime Contractors, Consultants, Subcontractors, Subconsultants, Engineers, Architects, etc.) are hereby notified that failure to carry out the DBE obligation, as set forth above, shall constitute a breach of contract. The breach of contract will be reviewed by City-
Parish which may result in termination of the contract or other remedies deemed appropriate for the given situation.

(D) **SUBCONTRACTS:** All Contractors or Consultants and Subcontractors or Subconsultants hereby assure that they will include the following clauses in all subcontracts that offer further subcontracting opportunities.

The Contractor, Sub-recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor or Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Under the DBE program, the Prime Contractor or Consultant agrees to pay each Subcontractor or Subconsultant under this contract for satisfactory performance of its contract prior to submitting an invoice to the City-Parish for request for payment. This payment will be documented on the Contractor’s Monthly Report form that is submitted with each payment request. The Prime Contractor or Consultant agrees further to return retainage payments to each Subcontractor or Subconsultant within 14 days after the Subcontractor’s or Subconsultant’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City-Parish. This clause applies to both DBE and non-DBE Subcontractor or Subconsultants.

(E) **AWARD OF DBE SUBCONTRACTS:** The Contractor or Consultant shall, no later than three (3) days from the award of a contract, execute formal contracts or purchase orders with the DBE(s) included in Schedule A.

(F) **COUNTING DBE PARTICIPATION:** CITY-PARISH will count DBE participation toward overall and contract goals as provided in 49 CFR §26.55. City-Parish will only count DBE participation by those DBEs performing commercially useful functions as defined in 49 CFR §26.55. City-Parish will not count the participation of DBE Subcontractors or Subconsultants toward a Contractor’s or Consultant’s final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

The Contractor or Consultant may count its entire expenditure to DBE manufacturers (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The Contractor or Consultant may count sixty percent (60%) of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process as defined in 49 CFR Part 26.55.

A Contractor or Consultant may not count the value of any payment made to a DBE for work that was further subcontracted out by the DBE to a non-DBE.
PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

(A) ELIGIBILITY OF DBEs: The City-Parish shall utilize the Louisiana Unified Certification Program (LA UCP) for DBE certifications. LA UCP uses the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs. Only DBE firms certified under LA UCP at the time the Qualification Statement or Proposal is submitted will count toward this DBE goal.

(B) INFORMATION SUPPLIED BY RESPONDENT OR PROPOSER WITHIN 24 HOURS OF STATEMENT OR PROPOSAL SUBMITTAL: Within twenty-four (24) hours from submitting the Qualification Statement, Bid or Proposal the Respondents or Proposers shall complete and submit the following schedules (forms) and documents as a condition of responsiveness. The Schedules shall have all blank spaces filled in completely and correctly.

SCHEDULE A – CONTRACT PARTICIPATION AND DBE COMMITMENT FORM (copy attached): It is the obligation of the Respondent or Proposer to make good faith efforts to meet the DBE goal. Respondents or Proposers can demonstrate their good faith efforts either by meeting the contract goal or by documenting good faith efforts taken to obtain DBE participation. Schedule A shall accurately detail the work proposed by the Respondents or Proposers to be performed by all firm(s) participating in the project and, if it is a bid or proposal, the dollar value of that work. If a Respondent or Proposer is unable to fully meet the DBE goal of this contract, the Respondent or Proposer shall submit within twenty-four (24) hours of the submittal deadline a Schedule C and all documentation demonstrating the good faith efforts made to comply with the DBE requirements.

SCHEDULE B – REQUIRED PARTICIPATION QUESTIONNAIRE FORM (copy attached): Schedule B shall accurately detail the work to be performed by all firms participating in the project. A Schedule B must be submitted for the Respondent or Proposer and for each firm included on Schedule A. Each participating DBE firm must submit a current letter of LAUCP certification with their Schedule B.

SCHEDULE C – DBE UNAVAILABILITY CERTIFICATION FORM (copy attached): Schedule C shall provide documentation of good faith efforts made to obtain DBE participation. Schedule C must be accompanied by supporting documentations such as phone logs, facsimiles, and e-mail correspondence with potential DBE firms. Schedule C is only required when the prime firm is unable to fully meet the DBE contract goal. Further explanation of good faith efforts may be found in Appendix A of 49 CFR Part 26. It is up to City-Parish to make a fair and reasonable judgment whether a Respondent or Proposer that did not meet the contract goal made adequate good faith efforts.

PART III – REPORT/RECORDKEEPING REQUIREMENTS

(A) CONTRACTOR OR CONSULTANT MONTHLY REPORT (copy attached): This form shall be submitted each month with the Prime Contractor or Consultant’s invoice for payment from City-Parish and shall accurately represent the amount paid to DBE Subcontractor or Subconsultants during that invoice period. This form must be submitted with every monthly invoice regardless of the amount of payment or lack of payment. This form shall be signed by the Prime Contractor or Consultant and signed by the DBE Subcontractor(s) or
Subconsultant(s) and submitted to the Program Manager. DBE participation will not officially be counted toward the Prime Contractor’s or Consultant’s commitment until payment has been rendered to the DBE. Failure to submit the required reports may result in the withholding of payment or partial payments to the Contractor or Consultant until the reports are submitted. This form is not required at the time of Qualification Statement or Proposal submittal.

(B) REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF DBE SUBCONTRACTOR OR SUBCONSULTANT: (copy attached): Any and all requests for authorization to remove and/or substitute a DBE Subcontractor(s) or Subconsultant(s) must be made in writing by the Prime Contractor, Prime Consultant, Subcontractor or Subconsultant seeking removal or substitution. This request shall document the scope and value of work to be affected. The Prime Contractor or Consultant making the request must submit with the request the name(s) of replacement DBE and non-DBE Subcontractor(s) or Subconsultant(s). This form is not required at the time of Qualification Statement or Proposal submittal.
## Schedule A

### Contract Participation and Disadvantaged Business Enterprise (DBE) Commitment

**INSTRUCTIONS**

**Column A.** Indicate the firm’s role: prime, sub-tier 2 (first-level sub), sub-tier 3 (sub of a sub), manufacturer, regular dealer/supplier, or broker/agent. Please note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Disadvantaged Business Enterprise (DBE) participation. All firms participating (DBE and non-DBE, prime and subs) must be included on the form.

**Column B.** Provide the name and address of the firm.

**Column C.** Provide the principal contact person and phone number of the firm.

**Column D.** Describe the work, goods, and/or services to be provided by the firm.

**Column E.** Indicate the dollar amount of total bid (including all alternatives) assigned to the firm. Enter N/A for qualification statements (RFQ).

**Column F.** Indicate the percent value of the bid amount of work assigned to the firm. Total percent value of work should equal 100% to account for all work being performed on the contract.

**Column G.** Indicate whether firm is a DBE or non-DBE. DBE-certified means federally certified by a member of the Louisiana Unified Certification Program (www.LAUCP.org). An ACDBE designation recognizes the firm as an airport concessionaire.

### Good Faith Efforts to Secure DBE Participation

If required, please attach a completed Schedule C and supporting documents to establish that Good Faith Efforts were undertaken to secure DBE participation with respect to CFR 49 Part 26, Appendix A, Part IV, quoted below:

*IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.*

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder’s failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
Schedule A
Contract Participation and DBE Commitment
Continuation Page

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*Regular Dealer/Supplier work/purchases is counted at 60% participation toward DBE goal.

TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 1:

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E8 of 13
**Schedule A**  
**Contract Participation and DBE Commitment**  
**Continuation Page**

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*Regular Dealer/Supplier work/purchases is counted at 60% participation toward DBE goal.*

**TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 2:**

<table>
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<tr>
<th>Total $ Value of Work Purchases</th>
<th>Total % Value of Work Purchases</th>
<th>Total DBE Participation</th>
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**Schedule B**  
**Required Participation Questionnaire**

**INSTRUCTIONS:** This information is to be collected and documented for all federally funded projects as required by the Department of Transportation 49 CFR Part 26. All items requested on the form are required, if an item is not applicable, respondents shall enter N/A. Each prime firm participating as a joint venture should complete a separate form and indicate (Item 9) that the response is a joint venture.

1. Project name, project number and date of submittal:
2. Official name of firm:
3. Address of office to perform work:

   Indicate if prime or subconsultant:

4. Name of parent company, if any:
5. Location of headquarters (city):
6. Age of firm:

7. Name, title, and telephone number of principal contact:
8. Indicate Special Status:
   - Small business
   - Minority-owned business
   - Woman-owned business
   - SBA certified
   - LAUCP DBE certified*

   *A firm participating as a DBE must be certified by the Louisiana Unified Certification Program (LAUCP) by the date of submittal. Current letter of certification shall be attached.

9. Is this submittal a joint venture (JV)?  
   - Yes  
   - No

   If so, has the JV worked together before?  
   - Yes  
   - No

10. Summary of firm’s annual revenues, insert index number:

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<td>Range of annual revenues received:</td>
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<td>1 less than $500,000</td>
<td>2 $500,000-$1,000,000</td>
<td>3 $1,000,000 to $2,000,000</td>
<td>4 $2,000,000 to $4,000,000</td>
<td>5 $5,000,000 to $6,000,000</td>
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I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: ____________________________  Date: ____________________________

Printed Name: ____________________________  Title: ____________________________

*Revised November 2009. Previous versions obsolete.*
Schedule C
DBE Unavailability Certification

If the Respondent or Proposer cannot fully meet the DBE goal of this Contract, the Respondent or Proposer shall complete Schedule C and attach documentation demonstrating the Respondent’s or Proposer’s good faith efforts. See Appendix A to 49 CFR Part 26, Guidance Concerning Good Faith Efforts. It is up to CITY-PARISH to make a fair and reasonable judgment whether a Respondent or Proposer that did not meet the contract goal made adequate good faith efforts.

I, _____________________________, certify that on the date(s) below I invited the following proposed DBE subcontractor(s) or subconsultant(s) to respond or propose work items to be performed on:

| PROJECT NAME: __________________________ | PROJECT NO: __________________________ |

<table>
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<tr>
<th>Date of Request</th>
<th>Name and Address of DBE Firm</th>
<th>Transmittal Type</th>
<th>Work Items Sought</th>
<th>Describe Response and/or Follow-up</th>
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I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: __________________________ Date: __________________________

Printed Name: __________________________ Title: __________________________

[ ] Sporting documentation of Good Faith Efforts is attached (required).

Revised November 2009. Previous versions obsolete.
CONTRACTOR’S OR CONSULTANT’S MONTHLY REPORT

PROJECT NAME: ________________________________________________________________

CP PROJECT NO. __________________________________________ STATE PROJECT NO. _________________

CONTRACTOR OR CONSULTANT: ____________________________________________________________

CONTRACT AMOUNT (INCLUDING CHANGE ORDERS): $ ________________ DBE PARTICIPATION COMMITMENT: _______%

ESTIMATED PROJECT COMPLETION DATE: ______________________

ESTIMATE NO.: ____________________ REPORT PERIOD FROM: __________________ TO: __________________

This report covers the previous estimate period and shall be submitted to the Project Engineer with the current month's pay estimate. Questions should be Directed to the Project Designated Compliance Coordinator.

<table>
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<tr>
<th>SUBCONTRACTOR(S) or SUBCONSULTANT(S)</th>
<th>ITEM NUMBER OR DESCRIPTION OF WORK PERFORMED</th>
<th>AMOUNT PAID THIS PERIOD</th>
<th>AMOUNT PAID TO DATE</th>
<th>DBE SIGNATURE</th>
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Signature: ___________________________ Date: ___________________________

Printed Name: _________________________ Title: _________________________

Address: ______________________________ Phone Number: ____________________

The CITY-PARISH Project Manager or DBELO has reviewed this form.

Project Manager or DBELO’s Signature: __________________________ Date: __________________

Revised November 2009. Previous versions obsolete.
REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF A DBE SUBCONTRACTOR OR SUBCONSULTANT

Name of Project: ______________________________________________________________

CP Number: _________________________________________________________________

State Project Number: __________________________________________________________

Contractor or Consultant: _______________________________________________________

Subcontractor or Subconsultant to be Removed: _________________________________

Proposed Substitute Subcontractor or Subconsultant:_____________________________

Scope of Work Under Sub agreement:___________________________________________

Value of Sub agreement: _______________________________________________________

Is substitution schedule/time sensitive? _________________________________________

If yes, indicate date by which resolution is required: _______________________________

Reason(s) for Removal/Substitution (state in detail, use additional sheets if necessary, and attach supporting documentation).

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

_________________________________ ________________________________
Signature of Requestor    Printed Name

_________________________________ ________________________________
Title       Date of Request
SECTION F

SAMPLE CONTRACT
(FOR INFORMATION PURPOSES AND SUBJECT TO CHANGE)
ENGINEER SERVICES

This Contract, made and entered into at Baton Rouge, Louisiana, effective this ______ day of ______, 2013, by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and ___________________________, herein referred to as Engineer.

Engineer shall provide the services as described herein for ___________________________________________.

Engineer agrees to proceed, upon written notice of the Director of Public Works or his authorized representative, with all services necessary for the performance, in proper sequence and in the time specified, of the items of work for the Project as hereinafter set forth. Services by Engineer will be subject to review and administration by the office of the Chief Engineer, Engineer Division, Department of Public Works, unless designated otherwise by the Director of Public Works. All the services required hereunder will be performed by Engineer or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by Engineer for this contract shall be divided into various phases covering all investigations, preliminary plans for the project, and the preparation of final construction contract plans. These phases of work are described more fully in the attached Exhibit A.

The Parish may from time to time request changes in the scope of the services of Engineer to be performed hereunder. Such changes including any increase or decrease in the amount of the Engineer's compensation which are mutually agreed upon by the Parish and Engineer shall be incorporated in written amendments to this Contract.

GENERAL REQUIREMENTS: With the exception of the data specifically listed to be furnished by the Parish, Engineer shall, for the agreed fees, obtain all data and furnish all services and materials required to fully develop and complete the preliminary planning of the project through the contract plan stage as described herein, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project and at intersections and off site drainage. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by Engineer at meetings and public hearings, are to be furnished at the expense of Engineer.

SERVICES TO BE PERFORMED BY PARISH: The Parish will furnish, upon request in writing of Engineer, without charge, the services and data applicable to the Project as included in Exhibit A.

COMPENSATION AND PAYMENT: The Parish shall pay and Engineer agrees to accept the following as full compensation for the Engineer services to be performed under this contract, a lump sum of $ __________, subdivided into phases as follows:

| Phase I, Part A | $__________ |
| Phase I, Part B | $__________ |
| Phase I, Part C | $__________ |
| Phase II | $__________ |
| Phase III | $__________ |
| Geotechnical Investigation | $__________ |
| Wetlands Permitting | $__________ |

Monthly invoices for services completed to date may be submitted by Engineer, and subject to the approval of the Director of Public Works, will be paid within 30 days after approval.
**CONTRACT TIME:** The services to be performed under each phase of this contract shall be commenced promptly by Engineer upon receipt of specific notice from the Director of Public Works or his authorized representative to proceed with that phase, and shall be completed as follows:

The design study as required by Phase I, Part A, shall be completed within ____45____ calendar days.
The topographical surveys under Phase I, Part B, shall be completed within ____30____ calendar days.
The preliminary drawings as required under Phase I, Part C, shall be completed within ____60____ calendar days.
If authorized the right-of-way survey and maps as required by Phase II shall be completed within ____45____ calendar days.
The final plans as required by Phase III shall be completed within ____45____ calendar days.

**OWNERSHIP OF DOCUMENTS:** All data collected by Engineer and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Engineer’s personal and administrative files, shall become the property of Parish and Parish shall not be restricted in any way whatsoever in its use of such material.

**DELAYS AND EXTENSIONS:** Engineer will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** This contract may be terminated by mutual agreement and consent of the parties hereto or by either party upon failure of the other party to fulfill its obligations as set forth in this contract, proper allowance being made for circumstances beyond the control of either party.

If terminated, Engineer shall deliver to the Department of Public Works all drawings and records of the work compiled to the date of termination and the Parish shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the Parish find it necessary to suspend or terminate any portion of the work for lack of funding or other circumstances beyond its control, this may be done by ten (10) days notice given by the Parish in writing to that effect. If suspended, the work may be reinstated and resumed in full force and effect upon receipt from the Parish of thirty (30) days notice in writing to that effect.

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

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Public Works or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Engineer shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Engineer shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed, with the Parish interested only in the results of the work.
COMPLIANCE WITH APPLICABLE LAWS: Engineer shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Engineer shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Engineer agrees that it shall indemnify and hold the Parish free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expense relating to the defense of any such claims, including reasonable attorney’s fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Engineer to the extent due to any negligent act, error or omission of Engineer, Engineer’s employees or sub-contractors.

FUNDS AVAILABILITY: The Contractor understands that this agreement is funded by a grant. Should the grant become unavailable or should any grant funds not be made available to the City-Parish, the City-Parish may terminate this agreement immediately. The City-Parish will not be liable for payment to the Contractor for any work done after the date of the notice of termination. Additionally, City-Parish may terminate this agreement for lack of appropriated funds.

ENGINEER’S AND SUB-CONSULTANT’S INSURANCE: Engineer and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Engineer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best’s Key Rating Guide. Engineer is responsible for assuring that its sub-consultants meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows: General Aggregate $2,000,000 Each Occurrence $1,000,000
B. Business Auto Policy Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit $300,000
D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
E. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Engineer.
F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
G. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

PERSONAL INTEREST: Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Engineer further covenants that in the performance of his contract no person having any such interest shall be employed.
AFFIDAVIT AND CORPORATE RESOLUTION: Engineer shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Engineer is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Engineer shall comply with the Federal Requirements, Exhibit “B”. Engineer shall also include these Federal Requirements in any sub-contracts.

RIGHT TO AUDIT: Engineer shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Engineer relating to his performance under this contract.

ASSIGNMENT: Engineer shall not sub-contract any of the services covered by this contract nor assign any interest in the contract or transfer any interest in same (whether by assignment or novation) without the prior written approval of the Parish.

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

WITNESSES

CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE
Parish

______________________________

By____________________________
Melvin L. “Kip” Holden
Title Mayor-President

FIRM NAME
Engineer

______________________________

By____________________________
NAME
Title__________________________
EXHIBIT A

CONTRACT FOR ENGINEER SERVICES
SCOPE OF WORK

PHASE I - PRELIMINARY ENGINEERING

Phase I shall include all Engineer services required for the completion of preliminary plans and estimates for the project as follows:

Part A - Design Study

1. The assembly and study of existing data, including improvement studies, existing topographic surveys, boring information, if any, any data available from the Parish and such other data as can be located through efforts of the Engineer.

2. The establishment of the drainage area for the project basin. This information may be established from the latest quadrangle maps available, from the records of improvements in the area and from other data available from the Parish. Quantities of runoff shall be established in accordance with the drainage criteria for runoff as supplied by the Parish.

3. The establishment of a preliminary alignment for the project. This may be done from a map study subject to approval of the Parish.

4. The establishment of the preliminary grade and cross section and hydraulic grade line according to standards of the Parish and subject to approval of the Parish.

Part B - Topographic Surveys

1. The making of all topographic surveys required to complete the plans which shall include but not be limited to the staking of base line when physically possible and, where this is not possible, to the running of all ground traverses necessary to compute and establish base line. This work shall include, for the control of the field survey and later use, the establishment of reference points along the project to define the centerline and of a reference system of bench marks on a closed level circuit.

2. A sketch of the survey line shall be submitted to the Parish for approval immediately after the initial establishment of said line and prior to proceeding further with the survey.

3. Engineer shall make sufficient field ties to existing property corners and utility lines to establish the location of the existing right-of-way line and utility lines.

Part C - Preliminary Designs

1. The preparation of preliminary layout and design plans for the project establishing preliminary geometry, grade lines and site plans for the project with all structures and connections. Existing lines for right-of-way, reference to topography shall be shown and referenced to centerline of project. These plans shall be submitted to the Parish for examination and comments and upon receipt of any such comments Engineer shall revise the plans accordingly.
2. The location and establishment of ownership of all utilities in the way of the construction. Engineer shall show all existing utilities on the plans and transmit prints to the various utility companies for verification and for the location of any additional utilities and other required information. Copies of all correspondence with the utility company shall be furnished to the Parish by the Engineer. It is not the intent of this item to require that Engineer perform any excavation to determine the location of any utilities.

3. The preliminary plans shall include a quantity sheet and a cost estimate.

4. The following plan sheets will be required unless otherwise approved:

   Title Sheet
   Summary of Quantities Sheet
   Typical Sections of each street or road type
   A Drainage map or maps
   Plan and Profile at a scale of 1"=20' (Unless otherwise approved)
   Joint layout sheets at a scale of 1"=20'(Unless otherwise approved)
   Sheet shall show joint types and finished slab elevations
   Right-of-Way Sheets at a scale of 1"=100' (Prepared under Phase II)
   Cross Section Sheets of the full width of right-of-way, with elevation of adjacent property, one section each 100' and also at bridges, transitions, grade or alignment changes, etc.
   The required sheets showing the construction of any culverts, bridges or other structures or appurtenances not covered by Parish standard drawings.

PHASE II - RIGHT-OF-WAY SURVEY AND MAPS

This Phase shall include the furnishing of all Engineer services for the conducting of a right-of-way survey and the developing of right-of-way maps in those locations on the project where the design of the project makes it necessary to acquire any or additional right-of-way. The maps shall be prepared according to generally accepted practice for making maps for determination of existing right-of-way, and shall show all the required information, including the following:

1. Centerline of proposed improvement including station numbers at all P.C.’s and P.T.’s of curves, property line intersections, bearing of said centerline and all curve data pertaining thereto.

2. Section, township and range lines.

3. In all subdivisions, all subdivision names, square numbers, lot numbers, and street names with their proper dimensions will be shown where said streets or lots border on project.

4. All property lines between properties abutting the right-of-way of project and their direction relative to the centerline of the proposed improvement.

5. Ownership of the various tracts of land shall be determined by the Parish upon request from Engineer and the required abstracts or other ownership data will be furnished to Engineer at no cost to him.

6. Sufficient data relative to the determination of the existing right-of-way shall be shown on said map. This data may be the recordation of formal right-of-way deeds, a recorded subdivision plat, or in the absence of all other evidence a line at the base of the existing ditch or toe of the existing
ditch or toe of the existing fill. Where duly recorded subdivision plats are the authority for establishing the existing right-of-way, sufficient field ties will be made to property corners and these ties with description of said property corners will be shown on the map.

7. All survey markers shown will be marked either found in place or "set" by Engineer.

8. Limits of proposed construction will be shown.

9. Said map will be standard size sheets 22" x 36".

10. Individual plats will be supplied by Engineer for each separate owner on sheets 8 1/2" x 14" or multiples thereof.

PHASE III - FINAL PLANS

1. A plan-in-hand inspection will be made with representatives of the Parish after the preliminary plans have been developed for the purpose of determining changes or revisions, additions or deletions to be made in preparing final design drawings.

2. The design and preparation of complete detailed construction contract plans drawn to an acceptable scale for the project, which plans shall include designs and/or plans for all grading, drainage, pavements, structures, intersections and utilities pertinent to or affected by construction. Designs shall conform to Parish standards and criteria where such standards and criteria exist. Bar bending details and schedules are to be included in these plans as well as construction limits and the final right-of-way taking lines. Earthwork cross sections shall also show right-of-way lines.

3. The preparation of any special specifications and special provisions required for this work. The general and standard specifications and standard contract documents for this project will be those of the City-Parish and will not be the responsibility of Engineer. Any item of work which appears on the final plans which is not covered by a standard specification will have the special provision prepared and submitted by Engineer.

4. The preparation and submittal of construction cost estimates based on the final contract plans.

5. The submittal to the Parish of original tracings of the final plans for advance check print review. Such plans shall be accompanied by a written certification from the Engineer that a detailed check has been made prior to submission.

The plans shall be accompanied by a properly indexed, neatly arranged, bound copy of all design computations and computations used in developing the pay quantities and drainage design. The submittal shall be accompanied by a written certification from Engineer that a detailed check of such computations has been made prior to submission.

6. Final contract plans submitted to the Parish, with the exception of cross section sheets, shall be original ink drawings or photographic reproductions conforming to the following specifications. Any plans not conforming to these standards may be rejected.

All original drawings shall consist of ink drawings on polyester translucent matte film Matte film drawings shall have a matte surface on both sides and shall be not less than .003 inch nor more than .004 inch in thickness.
Photographic reproductions shall be a .004 inch translucent polyester double matte film. Diazo or ammonia type plastic film sepia reproductions will not be acceptable. If Engineer elects to submit plans in the form of film reproductions, he shall submit a sample plan in advance for approval and state the brand name of the photographic material proposed. All additions or changes on reproduction film will be made with a permanent type of water-proof black ink manufactured specifically for this purpose.

Adhesive drafting aids or rub-on transfer lettering shall not be used and shall be cause for rejection of the final drawings.

Cross sections shall be plotted on standard plate cross section sheets. The original ground line, centerline elevation and station numbers as a minimum shall be drawn in ink with the balance in pencil.

Unless otherwise approved, original drawings on matte film shall measure 23 x 36 inches with trim lines 1/2 inch from top and bottom edges. Each sheet shall have a left-hand margin of 1 1/2 inch; a right-hand margin of 1/2 inch; a margin of 1/2 inch between top border of drawing and trim line; and a 1/2 inch margin between bottom border of drawing and trim line.

Unless otherwise approved, photographic reproduction drawings on film shall measure 22 x 36 inches and shall have a left-hand margin of 1 1/2 inch and top, bottom and right-hand margins of 1/2 inch. Trim lines will not be necessary on these plans.

Lettering on drawings shall be of adequate size to be legible after a 50% size reduction of plans. Weight and form of the lettering, dimensioning, scale notation, drawing number, and other details shall conform to Parish standards.

**SERVICES TO BE PERFORMED BY THE PARISH**

The Parish will furnish Engineer without charge the following services and data:

1. All information which it has in its files as to survey plans and studies within the area of the project which may be useful to Engineer in carrying out this work, as well as assistance in securing data from others to the extent available.

2. Existing soil investigations and analysis, including core drillings and borings with laboratory reports, as may be necessary for the design of the project.

3. Existing hydraulic information that may be necessary for the design of the project.

4. Reproductions of any standard form plan sheets, such as Title Sheet, Summary Sheet, etc., and prints of typical construction and right-of-way plans for use of Engineer as a guide.

5. Prints of standard plans of bridges, culverts and incidental drainage structures where available. Upon determination of the standard plans to be used for the final contract plans, the Parish shall furnish the standard plans required for use in the final set of tracings.

6. The Parish will prepare contract documents and will advertise and receive bids on the project. No construction services are required under this contract and Engineer will not be required to check contractor's shop and erection drawings.
REVISION OF DRAWINGS

Should changes other than incidental changes be required by the Parish during the progress or after completion of the work, for which Engineer is not responsible and which require revision by Engineer of work otherwise completed, Engineer shall be paid additional compensation in the form of a lump sum for such additional work, on the basis of their certified and itemized reasonable direct payroll costs plus 100% to cover overhead costs and profit. Direct payroll costs are defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) of Engineer's, technicians, draftsmen, stenographers, surveyors, clerks, etc. for time directly chargeable to the revision; plus unemployment compensation insurance retirement benefits, and medical insurance benefits. Each claim for additional compensation shall state the authority for performing such work and shall include a description of the work and give the number of drawings affected. Incidental changes as a result of the review of the preliminary plans shall not qualify for additional compensation.

ENDORSEMENT OF PLANS

As required under the provisions of the Louisiana Revised Statutes, Engineer shall endorse all plans, reports, design calculations, specifications and other documents in conformance with the following requirements: 1. The title or first sheet of the plans shall be sealed and signed by a principal in the firm. In the case of multiple sealings, the title or first sheet of the plans shall also be sealed and signed by Engineer or Engineer's of the appropriate discipline who are responsible for the design. In addition, each sheet of the plans prepared by Engineer shall also be sealed by Engineer or Engineers responsible for that sheet of the plans.

1. All right-of-way maps, subdivision plats or other documents that involve the practice of land surveying as defined by the registration law shall be sealed and signed by a Registered Professional Land Surveyor.

2. In the case of reports, design calculations, specifications or other similar documents, the title or first page of each document shall be sealed and signed by the principal of the firm and Engineer or Engineer's of the appropriate discipline who are responsible for the preparation of the document. Subsequent revisions shall be dated and initialed by the responsible Engineer whose seal and signature appears on the first or title page. Preliminary documents so marked, need not be so sealed and signed.

3. The application of the seal and signature to all plans, reports, design calculations, specifications and other documents shall constitute certification that the work thereon was done by Engineer or under his control, and Engineer is authorized to practice Engineer or land surveying in the State of Louisiana and is in good standing with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

END OF EXHIBIT A
EXHIBIT B

CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

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31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING
1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**  
(applicable to contracts and subcontracts above $10,000)

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

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

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

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

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**  
   (applicable to contracts and subcontracts over $10,000)

   By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

   As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

   He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

   The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

   The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.
5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to
comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

   (applicable to contracts and subcontracts over $10,000)

   A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

   B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

   C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

   D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

   E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

   F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

   The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.
8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
   (applicable to contracts and subcontracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.
Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. **CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**
(applicable to contracts and subcontracts of $10,000 and under)

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. **PATENTS**

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any
such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. **TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner’s property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. **TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. **SUBCONTRACTS**

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor’s subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. **BREACH OF CONTRACT TERMS**

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

24. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. **CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
27. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.
33. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

*END OF SECTION*