

**City of New Orleans, Louisiana**  
**Request for Proposals**  
**PROFESSIONAL SERVICES TO COMPLETE THE LAFITTE**  
**GREENWAY CORRIDOR REVITALIZATION PLAN AND**  
**GREENWAY/TRAIL DESIGN**  
**December 22, 2008**  
**RFP # 2132-00634**

Request for Proposals: The City of New Orleans desires to obtain proposals from an experienced, multi-disciplinary team (planners, landscape architects, engineers) that can bring together all of the professional services needed to complete four major tasks related to the Lafitte Greenway. These tasks include: the completion of topographic and legal surveys, completion of title record search, completion of the Lafitte Corridor Revitalization Plan, completion of design and construction management for the Lafitte Greenway and Trail and completion of the Management Structure Report. As provided below, and incident to City Charter Section 6-308(5) and Executive Order CRN 08-06, it requests proposals from experienced firms to provide the needed services.

**Instructions:** Applicants shall submit the following to the *Office of Recovery and Development Administration* directed Attention: *Krista Neilson, Senior Planner, 1340 Poydras St., Suite 919, New Orleans, LA 70112, Ph: (504) 658-8420, Email: klnelson@cityofno.com*, not later than **4:30 p.m.(CST) on January 22, 2009.**

- a) Signed proposals in Microsoft Word format or as a PDF file, marked "***Lafitte Greenway Professional Services***";
- b) **Ten (10)** hard copies of the proposal enclosed in a sealed envelope, marked "***Lafitte Greenway Professional Services***"; and
- c) Any questions regarding this RFP.

Proposals should clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. The City will reasonably attempt to answer questions submitted in advance. Copies of the solicitation and related information are available from the City's purchasing website at <http://www.purchasing.cityofno.com/bsollogin.jsp>.

The City will not accept proposals submitted by fax. All proposals **must be received** by the City on or before the Delivery Deadline as conclusively evidenced by the City's e-mail server. The City will not accept proposals delivered after the deadline. The City will not credit delivery claims not clearly documented by original receipt. The respondents shall submit a completed Tax Clearance Certificate with the proposal (see Attachment "D").

If the City identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract generally according to CAO

Policy Memorandum 8R. The contract will contain the standard City provisions shown in Attachment “B” and the “Disadvantaged Business Enterprise” (“DBE”) provisions shown in Attachment “C.”

Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“By responding to this RFP, respondent agrees to the City’s Required Contract Provisions as provided in Attachment “B” and therefore waives any future right to contest the required provisions.”**

1. DBE Program Compliance: Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“The Bidder agrees to use its Best Efforts to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation.”** In addition, the proposal must address the following:

The requirements of the City’s DBE Program apply to this solicitation. It is policy of the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to how they intend to meet this requirement. Award of this solicitation shall not be considered unless the respondent indicates how they will satisfy the requirements of the DBE Program. A DBE contract goal of 35 percent has been established for this solicitation. The respondent shall agree to use its best efforts, as determined by the DBE Compliance Officer prior to submission to the review panel for review to assure that all respondents comply with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this solicitation.

The following information must be contained with supporting documentation as outlined in Attachment “E” in the respondent’s proposal for the DBE Compliance Officer to make a determination as to whether the proposal was responsive as to the DBE contract goal and for the Selection Review Panel to evaluate the proposal.

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

The City participates in the State and Local Disadvantaged Business Enterprise Program (“SLDBE”) which also includes the Sewerage & Water Board (“S&WB”) and New Orleans Aviation Board (“NOAB”). These agencies have agreed to grant one another reciprocity with respect to the businesses certified as DBEs.

The respondent must select a DBE(s) from one of the following lists to be compliant with the City’s DBE contract goal: [www.cityofno.com](http://www.cityofno.com), [www.swbno.org](http://www.swbno.org) and [www.flymsy.com](http://www.flymsy.com). If respondent selects a DBE(s) from any of the above lists, it can be safely assumed that the business is certified with all three agencies.

Please direct all questions related to DBE compliance prior to submission of the proposal to Alvin Porter, Office of Supplier Diversity, 1300 Perdido Street, Room 9E06, New Orleans, LA 70112, telephone: 658-4235, email: [agporter@cityofno.com](mailto:agporter@cityofno.com).

2. Services Needed: Attachment “A” describes the needed services.

3. Selection: The City will select an applicant generally according to the procedures described in Executive Order CRN 08-06 and Chief Administrative Officer (“CAO”) Policy Memorandum 8R. In brief, the procedure applies a “Selection Review Panel” to evaluate proposals and refer best proposals for the Mayor’s consideration and selection. The City will apply the following selection criteria and weighting factors to evaluate proposals:

- a) Quality of Proposal – Relevant rationale of the overall methodology in accomplishing the project tasks; the relevance of each of the elements of the proposal in achieving these tasks and the manner in which the objectives cited in the Scope of Work are addressed (35%);
- b) Relevant Experience – Relevant professional experience of the firm with the preparation of similar plans and design work and relevant qualifications and experience of the project management staff and key project staff with related projects. (20%);
- c) Cost – The reasonableness of the cost of the project in relation to services and products to be provided (15%);
- d) Domicile Location – Ability of the Consultant to establish and maintain a project office in the New Orleans area for the duration of the project (5%);
- e) Timeliness – Ability of the Consultant to complete work tasks specified in this RFP in a timely fashion (5%); and,
- f) Support for Business Opportunities – Willingness of the Consultant to promote full and equal business opportunities in accordance with the City’s Disadvantage Business Enterprise Program (DBE) (20%).

4. Ownership: All proposals and all documentation submitted therewith are City property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions.

5. Any respondent who has submitted a proposal may request a re-evaluation of that respondent’s evaluation. A respondent requesting a re-evaluation must do so in writing to the Selection Review Panel Chair within three business days of receipt of notice of the results of the proposal evaluation. The Selection Review Panel’s Chair or the Chair’s representative shall

review the request for re-evaluation. If further action is deemed necessary, the Chair or the representative will review the information and make a decision for action. The respondent requesting the re-evaluation will be notified in writing of the decision.

6. Effect: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by the City and the selected applicant, if any, is the exclusive statement of rights and obligations extending from this solicitation.

RFP City Atty 6/7/07

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**Attachment “A”**

**NEEDED SERVICES**

**Background:** The City of New Orleans owns most of a 3.1 linear right-of-way along a former shipping canal and railway that once connected the historic French Quarter to Bayou St. John. The right-of-way is unique in that it traverses a cross-section of the City that captures its two hundred year settlement pattern, ranging from the colonial-era settlement of the Vieux Carre to the mid twentieth-century suburban neighborhood of Lakeview. It has long been the objective of the City and community to convert this special right-of-way into a greenway, comprised of publicly accessible open space, recreation areas, and other amenities. At the heart of the greenway a bicycle and pedestrian trail is desired that would facilitate travel among diverse, adjacent neighborhoods.

Following Hurricane Katrina, development of the Lafitte Greenway re-emerged as a City priority. In early 2007, the District 4 portion of the Unified New Orleans Plan listed the project as having high recovery value. In August 2007, the New Orleans City Council passed a Resolution dedicating the remaining publicly-owned land within the Lafitte Corridor “for the purpose of establishing a continuous public open space amenity or Greenway.” Later that same year, the Friends of Lafitte Corridor (FOLC), a 501.C.3 non-profit neighborhood-based organization, added to the growing momentum of the greenway and completed “The Lafitte Greenway: A Master Plan for the Lafitte Corridor.” Currently, the land use and zoning of the corridor is under revision as part of the Citywide Master Plan and Comprehensive Zoning Ordinance update.

The professional services requested by this RFP will build upon past and current planning efforts and provide the detailed information needed to bring the greenway and trail to life, while revitalizing the surrounding corridor. This project is funded by Disaster Recovery Community Development Block Grant (CDBG) money approved through the State of Louisiana’s Long Term Community Recovery program.

**A. PROJECT GOALS.**

The purpose of this RFP is to obtain professional services that will result in:

- Design and construction management for a *greenway* anchored by a *bicycle and pedestrian trail*. The trail should be aligned within the City’s existing right-of-way in a manner that provides safe, interesting and logical connections to the surrounding corridor. The *greenway* should provide high quality, environmentally sensitive open

space and recreational, educational and cultural amenities that lend it a unique identity and enable it to be a financially self-sustaining facility.

- A plan for the surrounding *corridor* that complements and builds upon the investment of the trail and greenway through compatible land use and urban design, economic development strategies and transportation connections.

## **B. PLANNING APPROACH.**

To facilitate the successful accomplishment of these goals, the City is looking for an approach – particularly for the planning and design work - that:

- Is innovative and unique to the Lafitte Greenway and considers its context and history;
- Balances the interests of all parties with a stake in the future Lafitte Greenway Corridor, including, but not limited to, residents, business owners, institutions, cultural organizations, non-profits and developers;
- Incorporates and educates stakeholders on national best practices with regard to greenway planning, trail design, storm-water management, and environmental sustainability;
- Builds upon previous planning studies related to the Lafitte Greenway<sup>1</sup> and coordinates with current planning studies, such as the Citywide Master Plan and Comprehensive Zoning Ordinance Update.

## **C. SCOPE OF SERVICES.**

Respondents are encouraged to structure their proposal in a manner that they consider most appropriate for accomplishing the tasks stated below. Keep in mind the tasks stated below are the minimum scope of work required for completion of the project; respondents may choose to recommend additional tasks as they see necessary. Further, the tasks listed below are not necessarily listed in the order they should occur.

Respondent's proposal should include a discussion of relevant professional expertise and team members' expertise in similar projects; a description of the proposed methodology, (including suggested sub-tasks, a proposed schedule for the work, identification of milestones and a risk/contingency plan); and a cost analysis of the proposed methodology.

### **TASK #1: Completion of legal and topographic survey**

Legal and topographic surveys are required to facilitate the planning and design of the trail and greenway. It is expected that the selected consultant team will survey land within the boundaries of the following specified areas (see Attachment F for map):

- Area 1: Bounded by Basin Street, St. Louis Street, N. Jefferson Davis parkway, and Lafitte Avenue; and,

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<sup>1</sup> Past studies relating to the Lafitte Greenway include: the Land Use Element of the City of New Orleans Master Plan (1999), the Parks, Recreation and Open Space Element of the City of New Orleans Master Plan (2002), the Transportation Element of the City of New Orleans Master Plan (2004); the District 4 Unified New Orleans Plan (2007) and The Lafitte Greenway: A Master Plan for the Lafitte Corridor (2007). Copies of these documents are available for public inspection at the offices of ORDA and/or at the Main Branch of the New Orleans Public Library.

- Area 2: the entire public right of way of St. Louis Street bounded by N. Jefferson Davis Parkway and Canal Boulevard.

The topographic and legal survey shall be delivered as two separate sets of maps. The legal survey should provide a legal description of the parcel of land or “real property” by listing northwest compass directions, the boundary lines of land and their terminal points and angles, and distances of boundaries.

The topographic survey should include all visible surface objects, including but not limited to, trees, power poles, manholes and water meters. The selected consultant should also acquire all information on existing and proposed utilities within the limits of the project through field surveys and from contacts with the various utility companies so as to avoid any conflicts in the design or construction of the project. Some survey work may have been previously completed along segments of the trail in or adjoining private ownership; it is most desirable that the consultant team obtain previous survey work, where it exists.

### **TASK #2: Completion of a Title Record Search**

A title record search is required to legally confirm the location of publicly owned property within the Greenway. For the entire length of the proposed greenway, shown on the map in Attachment “F,” title search data is requested indicating the ownership of parcels and all liens, mortgages, easements and encumbrances together with all recorded documents for no less than 40 years.

Some title work may have been previously completed along segments of the trail in private ownership; it is most desirable that the consultant team obtain previous title work, where it exists.

### **TASK #3: Completion of the Lafitte Corridor Revitalization Plan**

The corridor, defined as a quarter mile walk distance from the greenway, is comprised of privately owned residential, commercial and industrial land that has the potential to complement and build upon the investment the City will be making in the greenway and the trail. In order to guide rebuilding and recovery efforts in the corridor adjoining the Greenway, the City seeks to develop a package of regulatory tools, economic development initiatives and incentives that will stimulate development that is consistent with the vision of the Unified New Orleans Plan (UNOP), and that enhances and is compatible with the Greenway. The foundation of this revitalization plan shall begin with a thorough analysis of land use, urban design, economic development and transportation opportunities and constraints in the corridor. Specific issues that the consultant may decide to address include:

- The compatibility of industrial and commercial land uses with the greenway and trail and ways to improve their compatibility without displacement of businesses;
- The urban design of structures and public spaces, such as new developments, new and existing streets and parks that interface with and adjoin the greenway, in order to create an aesthetically pleasing, well-utilized and safe environment;
- Identification of locations of strategic importance due to the confluence of economic, social, transportation, cultural, and/or other factors;

- Identification of key redevelopment sites that have the potential to act as an economic development catalyst for the corridor and recommendations for public policy initiatives and economic development strategies for encouraging their redevelopment; and
- Identification of main transportation connections from the corridor to the greenway, including transit and other bicycle and pedestrian routes and suggestions for way-finding to the greenway and trail.

The Lafitte Corridor Revitalization Plan should be conducted concurrent with the completion of the design for the Lafitte Trail and Greenway (Task #4); the sub-set of the consultant team working on the plan will be referred to as the planning team. It is imperative that the members of the planning team work in close collaboration with the design team, particularly during preliminary design, as the expectation is that the trail and greenway design will reflect and enhance the context of the Corridor.

The planning team should also expect to work closely with the consulting firm already under contract to complete the update to the Citywide Master Plan and Comprehensive Zoning Ordinance (project underway, see <http://www.nolamasterplan.org> for more info). However, the planning team will be expected to take their analysis of the issues addressing the Corridor to a greater level of detail than the Master Plan.

During development of the Lafitte Corridor Revitalization Plan, the planning team will be expected to meet regularly with members of the City's Planning Advisory Committee, which is comprised of members of various City departments, all of whom may have technical knowledge to inform planning for the Corridor. It is also suggested that the planning team meet with developers working in the Corridor and others with significant land holdings or interests. These meetings may take the form of individual interviews and/or group updates.

The planning team will also be expected to hold at least three public meetings; one to gather and address public input prior to beginning the Corridor Revitalization Plan, one during the development of the Corridor Revitalization Plan and one at the completion of the Corridor Revitalization Plan. The New Orleans City Council has created a Lafitte Greenway Steering Advisory Committee for the purpose of ensuring community participation in the planning, design and implementation of the Lafitte Greenway and this group may be a vehicle for public input and updates.

Since the design and planning team will be working closely together and will require input from the same groups, it is possible that the meetings for planning (Task #3) and design (Task #4) be held jointly.

#### **TASK #4: Completion of Design for the Trail and Greenway**

Concurrent with the completion of the Lafitte Corridor Revitalization Plan (Task #3), the selected consultant team will be asked to complete the design for the Lafitte Trail and Greenway; the sub-set of the consultant team working on the trail and greenway design will be referred to as the design team. It is imperative that the members of the design team work in close collaboration with the planning team, particularly during preliminary design, as the expectation is that the trail and greenway design will reflect and enhance the context of the Corridor.

The City will expect the consultant to complete the following design tasks, in the following phases, each commenced upon the City's release of a notice to proceed:

- Phase I Preliminary Design: During this phase, the selected consultant will be expected to furnish services required for the preparation of preliminary design plans including the line and grade analysis. The preliminary design plans should address:
  - Trail alignment and layout, cross-section and materials;
  - Layout of landscaping, seating, lighting and way-finding signage within the greenway;<sup>2</sup>
  - Identification of the location of recreational, educational, artistic and cultural amenities in the greenway and the desired programming for such amenities;
  - On-site stormwater management and methods for using the greenway to improve drainage in the Corridor;
  - Intersection design considerations, such as signalization and traffic calming;
  - Public safety considerations;
  - Detailed cost estimates for construction of the trail, landscaping, seating, lighting, way-finding signage, stormwater management features and intersection improvements;
  - Cost estimates for construction of the recreational, educational, artistic and cultural amenities in the greenway; and
  - Recommendations for phasing the construction of the trail and greenway.

During development of the preliminary trail and greenway design, the design team will be expected to meet regularly with members of the City's Planning Advisory Committee, which is comprised of members of various City departments, all of whom may have technical knowledge to inform planning for the Corridor. It is also suggested that the design team meet with developers working in the Corridor and others with significant land holdings or interests; these meetings may take the form of individual interviews and/or group updates.

The design team will also be expected to hold at least three public meetings; one to gather and address public input prior to beginning preliminary design, one during the development of preliminary design and one at the completion of preliminary design. The New Orleans City Council has created a Lafitte Greenway Steering Advisory Committee for the purpose of ensuring community participation in the planning, design and implementation of the Lafitte Greenway and this group may be a vehicle for public input and updates.

Since the design and planning team will be working closely together and will require input from the same groups, it is possible that the meetings for planning (Task #3) and design (Task #4) be held jointly.

During the preliminary design phase, the selected consultant will also be required to furnish information to a separately procured environmental consultant to obtain

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<sup>2</sup> The consultant will be expected to provide up to 3 alternative development scenarios for trail alignment and amenities where portions of the trail and greenway traverse privately owned property.

NEPA environmental clearance. Further, the selected consultant is expected to obtain all permits and approvals required for construction.

- Phase II Final Design: This phase shall consist of engineering services required for the preparation of complete final construction plans, specifications, bid documents, and construction contract cost estimates for the trail, landscaping, seating, lighting, way-finding signage, stormwater management features and intersection improvements. These shall meet the standard requirements of the City's general format and content.

In addition, the design team will be expected to attend the bid opening meeting(s), prepare bid tabulation sheets, and submit an award recommendation letter

- Phase III Construction Management: During this phase, the design team will be expected to furnish personnel to ensure that all work performed by the City's Construction Contractor is carried out in strict accord with the construction plans and specifications and in accordance with the Construction Contractor's schedule.

**TASK #5: Completion of the Management Structure Report**

To protect the City's investment in the construction of the trail and greenway, a management structure must be established. The selected consultant team will be expected to furnish a report outlining the on-going maintenance required for the trail and greenway, the estimated costs of such maintenance, and the preferred management structure for operating and maintaining the trail and greenway. The report should also identify options, including a preferred option, for funding the management and maintenance of the trail and greenway. The City's objective is to have a self-sustaining facility and that objective should be kept in mind during the design of the trail and greenway (Task #4).

## **PROPOSAL SUBMISSION FORMAT**

Applicants should submit proposal responses in three parts addressing the information below.

### **A. Part 1: Qualifications and Experience**

- Firm name, address, and phone number.
- Firm principals who will be responsible for the project, and their education and experience. Respondents are expected to demonstrate an understanding of the services requested, the ability and experience necessary to perform project tasks. Principal consultants must have a minimum ten (10) years of professional experience in planning and design. Specialized experience with projects involving urban trails, open space, recreational facilities, economic revitalization and community involvement in planning is encouraged.

**NOTE: All licenses, certifications, capabilities and other qualifications as specified in this section are required and must be maintained throughout the RFP selection process, throughout the initial contract period and throughout any subsequent contract option periods. This requirement will be part of the initial contract document and all subsequent contract option documents. It is the intent of the City and ultimately the selected Consultant to continuously maintain these minimum qualifications. Copies of original documents should be submitted with the proposal.**

- Sub-consultants, if any, and their experience, and the tasks to be performed. Describe relevant qualifications of personnel to be assigned to the project and proposed work task responsibilities.
- Similar project experience, including name, location, and contact person. Provide paper copies of at least two (2) projects completed by the project team members that are representative of trail and open space plans. Due to the prohibitive size of complete documents, the Consultant may provide relevant excerpts as long as accompanied by an appropriate introduction describing Consultant's role in the document and why particular excerpt was selected.
- Three references of present or past clients.

### **B. Part 2: Project Proposal**

The second part of the proposal covers the tasks, schedule and methodology for this project. The proposal should include milestones and a risk/contingency plan. This description must be detailed and address every aspect of the scope of services as specified in Attachment "A" to this RFP and must include all services recommended and/or to be provided by the Consultant to the City.

**C. Part 3: Cost Analysis**

The third part of the proposal will be the cost analysis to complete the (1) topographic and legal surveys, (2) title record search, (3) Lafitte Corridor Revitalization Plan, (4) Lafitte Greenway and Trail design and construction management, and (5) Management Structure Report. Costs must be listed in detail itemizing each component of each of the foregoing tasks. Cost analysis should also include hourly rates, and appropriate eligible costs, including but not limited to mileage/travel, office setup, meeting costs, etc.

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**Attachment "B"**

**REQUIRED CONTRACT PROVISIONS**

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City Attorney.
4. **INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any

benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.

9. DURATION: This Agreement shall commence on the Effective Date and shall continue for a period of 36 (thirty-six) months beginning on February 1, 2009, ending January 31, 2012. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

10. APPROPRIATION AND/ OR EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

12. CANCELLATION: Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

13. AUDIT AND OTHER OVERSIGHT: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

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**Attachment “C”**

**REQUIRED CONTRACT DBE PROVISIONS**

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

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

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

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

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**GREENWAY CORRIDOR REVITALIZATION PLAN AND**  
**GREENWAY/TRAIL DESIGN**  
**December 22, 2008**

**Attachment “D”**

**TAX CLEARANCE CERTIFICATE**

**See attachment**

**City of New Orleans, Louisiana**  
**Request for Proposals**  
**PROFESSIONAL SERVICES TO COMPLETE THE LAFITTE**  
**GREENWAY CORRIDOR REVITALIZATION PLAN AND**  
**GREENWAY/TRAIL DESIGN**  
**December 22, 2008**

**Attachment “E”**

**FORM DBE-1 and EVIDENCE OF BEST EFFORTS**

**See attachment**

**City of New Orleans, Louisiana**  
**Request for Proposals**  
**PROFESSIONAL SERVICES TO COMPLETE THE LAFITTE**  
**GREENWAY CORRIDOR REVITALIZATION PLAN AND**  
**GREENWAY/TRAIL DESIGN**  
**December 22, 2008**

**Attachment “F”**

**PROJECT SITE MAP**

**See attachment**

**City of New Orleans, Louisiana**  
**Request for Proposals**  
**PROFESSIONAL SERVICES TO COMPLETE THE LAFITTE**  
**GREENWAY CORRIDOR REVITALIZATION PLAN AND**  
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**December 22, 2008**

**Attachment “G”**

**CDBG COMPLIANCE PROVISIONS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**

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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 DEVELOPELNT 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).

**6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(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 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 licensee, 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 contracting 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.