

## Northwest Louisiana Council of Governments

### CONTRACT FOR PLANNING SERVICES

State Project No. H.015632

F.A.P. No H015632

NLCOG Active Transportation Plan

Caddo, Bossier, DeSoto, and Webster Parishes

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Northwest Louisiana Council of Governments, hereinafter referred to as “NLCOG”, and Alliance Transportation Group, LLC. hereinafter referred to as “Consultant”;

### ENTIRE AGREEMENT

This Contract, together with the scope, proposal and DOTD Standard Form 24-102 (SF 24-102) submitted by the Consultant in response to the advertisement, the Scope of Services, the Budget by Task, and any attachments and exhibits are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in case of conflict in the terms of this agreement and the referenced documents, this Contract governs.

### CONTRACT IDENTIFICATION

**State Project No. H.015632** and Federal Project No. **H015632** have been assigned to this Contract to identify project costs. All invoices, progress reports, correspondence, etc. required in connection with this Contract shall be identified with the project title and project numbers.

### PROJECT DESCRIPTION

The Northwest Louisiana Council of Governments is seeking the services of Alliance Transportation Group, LLC., and their sub consultants to assist the MPO in the development of a Regional Active Transportation Plan (RATP) for the MPO planning area of Bossier, Caddo, DeSoto, and Webster Parishes. The RATP shall form an overall understanding of needs and demands for alternative transportation modes in the metropolitan area; coordinate stakeholders to incorporate and share resources on regional policy, planning and implementation of bicycling and walking related projects; specify goals, objectives, strategies and performance measures; and, propose project selection criteria to prioritize current and future projects to make the best use of available funding sources and opportunities.

### SCOPE OF CONTRACT SERVICES

The various Work Tasks to be performed by the Consultant under this Contract are described in Attachment No. 1 (NLCOG Request for Qualifications) and No. 2 (Alliance Transportation Group LLC. Regional Active Transportation Plan Proposal dated September 5, 2023), attached hereto and made a part hereof.

The basic services to be rendered for this project are identified as follows with further detail described in Attachment No.1

The Northwest Louisiana Regional Active Transportation Plan includes the following key tasks:

1. Detailed work plan and schedule
  - a) Public participation plan, stakeholder identification, outreach techniques and outreach schedule
2. Existing conditions analysis to include but not limited to:
  - a) Existing Facilities
  - b) Demographics
  - c) Existing planning efforts
  - d) Current active transportation facilities (Inventory)
  - e) Safety analysis
  - f) Connectivity needs assessment
  - g) Multi-modal accessibility potential
3. Future conditions and Need Assessment (Demand analysis)
4. Policy recommendations that address education, enforcement, and physical improvements at the regional and local level
5. Design guidelines for urban, suburban, and rural contexts for users of all ages and abilities
6. Project evaluation and prioritization (criteria/ranking)
7. Implementation plan with staging and Performance Measures plus Scorecard
8. Funding Sources
9. Plan development and report(s) (Draft and Final)

#### **Task 1.0 Detailed work plan, schedule, and public outreach plan**

NLCOG and/or its Consultant will develop a detailed strategy to outline the plan development process. The work plan will include key milestones, deliverables, and dates. A public outreach plan will also be developed which will identify target stakeholders, outreach targets, methods (including demonstration/temporary facility installations), techniques and tentative meeting dates.

#### **Task 2.0 Existing Conditions, including existing facilities**

NLCOG and/or its Consultant will develop a detailed report showing existing conditions for active transportation in the region. This will include current participation and barriers to safe bicycling and walking in the region. While not an exhaustive list, the Consultant will collect, review and evaluate:

1. All existing bicycle/pedestrian plans in the NLCOG MPO region and will document progress in implementation. To include an analysis of alternative transportation projects funded and/or programmed by MPO parishes.
2. Relevant demographic and socioeconomic data for the region which will help to determine latent demand.
3. Inventory of existing bicycle/pedestrian and other active transportation facilities.
4. Existing bicycle ridership data from available open-source data (Counts, Strava etc.).

Some of the key data needed:

- Demographic
  - Road ownership
  - Existing bicycle ridership
  - Safety/Crash
  - Health
  - Local Network
  - Transit
  - Roadway attributes (FUGRO)
5. In accordance with the goals and objectives that have been outlined in the development of the NLCOG 2045 Metropolitan Transportation Plan the consultant will identify barriers to biking, walking, and other modes of active transportation within the MPO area that impede minority, low income, and aging populations within the region. The consultant will also identify overall physical barriers to active transportation within the region.
  6. Existing bicycle and pedestrian connectivity needs assessment.
  7. Title VI/Environmental Justice assessments (equity and access).
  8. Existing land use development regulations and ordinances that: require or support pedestrian, bicycle, and other active transportation improvements in conjunction with new development; complete street guidance; restrictions limiting active transportation improvements or uses.

### **Task 3.0 Future Conditions and Needs Assessment**

NLCOG and/or its Consultants will focus this task on ways to identify and encourage active transportation as a viable alternative to a vehicular trip while improving safety for non-motorized system users. Specifically, this task will focus on connectivity of the regional non-motorized network. This task will also identify the level of effort needed to achieve the future conditions both from a project and connectivity standpoint.

This task will review future needs assessment based on:

1. Safety via bike/ped crash reduction
2. Improve Access/ Infrastructure Equity
3. Connectivity by way of multiple-modal options for system users

Also, this task will outline how to leverage all projects programmed within the realm of the Transportation Improvement Program (TIP) and local streets programming; by providing an analysis of opportunities to include multi-modal aspects while assessing applicability of future conditions of land uses abutting the projects. A key component of this task is to identify key activity centers such as major parks, recreational facilities, employment centers (especially tertiary service-based sectors) and providing analytical platform to secure first mile as well as last mile connectivity. This task will feed into the careful crafting of the vision statement through public and stakeholder inputs.

In addition, the task will list plausible methods or current best practices for temporary bike/pedestrian active transportation infrastructure installations to validate the need for such facilities along with applicable safety counter measures.

The purpose of this task is to establish the desired future condition based on public input and demand analysis. The demand analysis should be derived, in part, from a determination of regional bicycle and pedestrian activity centers.

#### **Task 4.0 Regional Vision and Policy Guidance**

NLCOG and/or its Consultants through this task will provide a regional active transportation vision and policy framework to support active transportation and project development, based on input gained from the public, stakeholder, and policy-maker involvement process. This task includes a review of all available bicycle and pedestrian design templates including LA DOTD, AASHTO, NACTO, etc., to provide recommended best fit of standards for the Northwest Louisiana Region. Additionally, the project team will survey coalitions, local governments, advocacy groups, and private citizens to collect and review all active transportation including bicycle and pedestrian standards that have been adopted in the region. Furthermore, this task will include: project selection guidelines, recommended local land use policies to provide connectivity (both intra- neighborhood and to the regional network), and policies to provide efforts to improve education of and enforcement of laws for non-motorized users.

#### **Task 5.0 Design Guidance**

In this task, the NLCOG and/or its Consultants will develop a design manual for a Complete Streets based approach to bike/pedestrian infrastructure implementation for the region. Utilizing audits of existing bike/pedestrian regulations and plans from Task 4 and a review of current nationwide best practices, the Consultant will develop a comprehensive area-specific Design Manual. This manual will act as the blueprint for all future bike/pedestrian recommendations for projects within the region.

#### **Task 6.0 – Master Project List (Evaluation and Prioritization)**

In this task, the NLCOG and/or its Consultants will develop a master project list that is needed to realize the future conditions map. This will also include the development of a project selection criteria and prioritization/weighting tool that can be easily replicated by both the MPO and local communities, to properly identify and stage non-motorized projects. The overall project list will include bicycle, pedestrian, and bicycle/pedestrian combined facilities at the following scales: Residential (intra- neighborhood/connectivity), Collector (neighborhood to activity center), and Regional. This will become the staged improvement plan for non-motorized projects to be included as an amendment to the current Metropolitan Transportation Plan. Also, this task will include typical (median) region-specific cost estimates (Base Year 2023) for each project improvement type or implementable segment, sufficient for planning purposes.

#### **Task 7.0 – Implementation plan and performance measures**

In this task, the NLCOG and/or its Consultants will take the top prioritized projects (bicycle and pedestrian) and identify and provide realistic cost estimates, given current economic conditions, and any impediments to implementation. This section will include a discussion about project phasing (Preliminary Engineering, Rights-of-Way, Utility Relocation, Design, Construction etc.) and will be approved by the MPO's technical and policy committees. Project cost projections will also include long-term cost of maintenance.

This task will also include the development of a regional performance measures and metric dashboard which can be easily managed and maintained by the MPO. This dashboard will act as a regional clearing house for all stakeholders to both input projects under development and track the implementation progress. Dashboard should also identify how projects relate to the regional

performance measures and meeting the overall goals of the plan. This dashboard is to be integrated into NLCOG's existing web site.

To identify pre/post project benefits, the project team will develop a standardized recurring regional bicycle/pedestrian trip counting program including methodology to ensure data consistency, along with software and hardware recommendations. The regional bicycle/pedestrian counting program will be consistent with the State of Louisiana counting program.

### **Task 8.0 – Funding**

In this task, the NLCOG and/or its Consultants will research potential funding sources to facilitate the implementation of prioritized projects according to the finalized Implementation Plan. Funding sources will include federal, state, regional, local, private, and nonprofit sources. Additionally, this task will provide a matrix and SWOT analysis that evaluates the pros and cons of various funding sources; best practices to show how different funding sources may be combined, phased or blended to optimize implementation (i.e. PPP, partnerships with major employment centers, etc.). This task will include best practices, options and a recommendation to create a Maintenance Fund for existing and future bike/pedestrian facilities.

### **Task 9.0 – Final Plan**

In this task, the NLCOG and/or its Consultants will develop a draft and final plan. A draft plan replete with full scale graphics and visualization will aim to capture public input following MPO Public Involvement Plan guidelines and protocol. The final plan will be presented to the MPO Transportation Policy Committee for approval. The final plan will be in a format that allows for incorporation into the Metropolitan Transportation Plan. The final Active Transportation Plan document will be delivered in printed and electronic formats. All maps and data will be delivered to in GIS and/or Excel format wherever applicable. The final plan will be delivered in an agreed upon format (MS Word or Adobe Indesign) that can be edited in the future. The document must visually represent the plan through network maps through a clear, concise, and graphically rich document.

### **Regional Active Transportation Plan Notes**

The following notes shall be considered in the development of the Regional Active Transportation Plan:

- Visually represent this plan through network maps and a clear, concise, and graphically rich document (delivers GIS and source files).
- Create a list of recommended education, encouragement, enforcement, and equity policies and programs to increase use of active transportation.
- Identify a set of performance measures and methods to help NLCOG track active transportation usage over time. This data should feed into an annual reporting program.
- A memo outlining public input and how it was used in determining recommendations.
- Use QR codes on flyers and other print media. Make it easy for people to find your survey through QR codes or custom short URLs.
- Develop a Partner Toolkit to share with study partners and stakeholders to make it efficient for organizations to spread the word about the survey on their channels and broaden the breadth of outreach.

- Esri ArcGIS-based project website (NLCOG proposes a page or set of pages on their website rather than a separate website) provided an excellent and interactive format to review project information, results and geographic data. Visuals are front and center, and key highlights are pulled out – allowing readers to skim or read in-depth. The project website includes a detailed summary of the overall process and results.

## **CONTRACT TIME AND NOTICE TO PROCEED**

The services to be performed under this Contract will be commenced promptly upon receipt of the written NTP from NLCOG. All activities are to be completed within a **12 month time period from date of Notice to Proceed**. If the services to be performed under this Contract are delayed, disrupted, hindered or interrupted by a cause beyond the control of the Consultant, including acts of God, fires, epidemics, floods, riots, labor disputes, governmental actions or the actions of NLCOG, the Consultant, upon written request, shall be entitled to an equitable extension of time to complete the services.

## **COMPENSATION**

The Consultant shall receive compensation for the services based on percentage complete of Task Items not to exceed **\$280,000.00**. All costs to be based on the Budget by Task proposal submitted as part of the consultants Proposal and made part of this contract.

## **PAYMENT**

Payments to the Consultant for services rendered will be made monthly based on a certified invoice directly proportional to the percent completed work as shown in the monthly progress reports and invoices. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided appropriately by primary and sub consultants, and c) be of a form and with a division of items as outlined in the cost proposal. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submissions shall be submitted directly to the NLCOG Project Manager. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice. Invoicing shall follow the LADOTD standard invoicing.

The original of the invoice shall be submitted to the NLCOG Project Manager. The invoice must be signed and dated as covered under the “Contract Identification” section of this Contract, by a principal member of the Consultant’s firm. Original may be submitted by electronic means.

Upon receipt and approval of each invoice, NLCOG will submit said invoice to DOTD and shall pay the amount shown to be due and payable within 15 calendar days of receipt of funds from DOTD.

## **MAPPING AND ANALYSIS DATA**

NLCOG requires that mapping and analysis data developed in conjunction with this project, are geo-referenced to a map projection and coordinate system digitally compatible with NLCOG’s Geographic Information System and be stored electronically in a GeoDatabase file. NLCOG will provide the Consultant/Team with the required geo-reference parameters.

## **OWNERSHIP OF DOCUMENTS**

All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become and be the property of NLCOG. NLCOG shall not be restricted in any way whatsoever in its use of such material. Consultant shall have no liability for changes made to the documents, notes, drawings, tracings, and files subsequent to the completion of the Contract.

No public news releases, technical papers, or presentations concerning this project may be made without the prior written approval of NLCOG.

## **TERMINATION OR SUSPENSION**

The terms of this Contract shall be binding upon the parties hereto until the work has been completed and accepted by NLCOG and all payments required to be made to the Consultant have been made. However, this Contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By NLCOG as a consequence of the failure of the Consultant to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Consultant.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this Contract.
4. By the NLCOG due to the withdrawal of Parish or Federal funding for the project prior to performance of work by Consultant
5. By satisfactory completion of all services and obligations described herein.
6. By NLCOG by giving 30 calendar days notice to the Consultant in writing and paying fees due for completed work.

Upon termination of this Contract, the Consultant shall deliver to NLCOG all plans and records of the work compiled to the date of termination. NLCOG shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should NLCOG desire to suspend the work, but not definitely terminate the Contract, this may be done by 30 calendar days notice given by NLCOG in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt by the Consultant from NLCOG of 30 calendar days notice in writing to that effect.

## **INSURANCE REQUIREMENTS**

During the term of this Agreement, the Consultant shall carry professional liability insurance in the amount of \$1,000,000. This insurance shall be written on a "claims-made" basis. The Consultant shall provide or cause to be provided a Certificate of Insurance to NLCOG showing evidence of such professional liability insurance.

## **INDEMNITY**

The Consultant agrees to indemnify and save harmless NLCOG against any and all claims, demands, suits, and judgements of sums of money (including attorney's fees and cost for defense) to any party for loss of life or injury or damage to persons or properties growing out of, resulting from, or by reason of, any negligent act, or omissions of the Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services resulting from any negligent act, or omissions of the Consultant.

Neither NLCOG's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

### **CLAIM FOR LIENS**

The Consultant shall hold NLCOG harmless from any and all claims for liens for labor, services or material furnished to the Consultant in connection with the performance of its obligations under this Contract.

### **COMPLIANCE WITH LAWS**

The Consultant shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract. Specific reference is made to Act No. 73 of 1950 of the State of Louisiana, an act to regulate the practices of engineering and land surveying.

### **COMPLIANCE WITH CIVIL RIGHTS ACT**

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1972, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

### **DISPUTES**

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred in writing to the NLCOG Executive Committee or their duly authorized legal representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Contract.

### **PROGRESS INSPECTIONS**

During the progress of the work, representatives of NLCOG and other interested parties when so named herein shall have the right to examine the work and may confer with the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work for NLCOG inspection.

The Consultant shall confer with NLCOG and such other parties and from time to time may submit sketches illustrating significant features of the work for interim approval.

### **COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty NLCOG shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

No member of or delegate to Congress or Resident Police Jury Member, or COG Member shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

### **SUBLETTING, ASSIGNMENT, OR TRANSFER**

This Contract, or any portion thereof, shall not be transferred, assigned, or sublet without the prior written consent of NLCOG, with the exception of those outlined in the Cost Proposal and Scope of Services submitted by the Consultant. In the event the Consultant does elect to sublet any of the services required under this Contract, it must take affirmative steps to utilize small business and disadvantaged/women-owned business (DBE/WBE) sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Qualified small and DBE/WBE on solicitation lists.
2. Assuring that small and DBE/WBE are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and DBE/WBE participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small and DBE/WBE.
5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce, and the Community Services Administration as required.

### **DISADVANTAGED/WOMEN BUSINESS ENTERPRISE (DBE/WBE) REQUIREMENTS**

It is the policy of the Federal Highway Administration that DBE/WBE as defined in 49 CFR 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE/WBE requirements of 49 CFR 23 apply to this Contract.

The Consultant agrees to ensure that DBE/WBE as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of this Contract and any subcontracts that may be let. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that DBE/WBE enterprises have the maximum opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Failure to carry out the above requirements shall constitute a breach of this Contract. After proper notification by DOTD, immediate remedial action shall be taken by the Consultant as deemed appropriate by DOTD or the Contract shall be terminated. The option will rest with DOTD.

The above requirements shall be physically included in all subcontracts entered into by the Consultant.

### **COST RECORDS**

The Consultant and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project in accordance with 48 CFR 31, as modified by the DOTD Audit Director, as modified by DOTD audit guidelines in effect on the date of the audit being conducted, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of DOTD Audit Director, and shall make such materials available at their respective offices at all reasonable times during the contract period. Such records shall be retained until such time as an audit is made by DOTD or the Consultant is released in writing by the NLCOG, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of three (3) years from the date of payment of the last estimate under this Contract for inspection by NLCOG, DOTD and/or Legislative Auditor and the FHWA or General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Contract.

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

### **TAX RESPONSIBILITY**

The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Contract shall be Consultant's obligation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

## CITATION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

  
Witness for First Party

Alliance Transportation Group LLC.

BY: 

\_\_\_\_\_  
Witness for First Party

JD Allen, AICP, WSO-CSSD, TSSP-Rail/Bus, PTSCTP  
Typed or Printed Name

TITLE: Executive Vice President

74-2851432  
Federal Identification Number

Northwest Louisiana Council of Governments

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Witness for Second Party