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Northwest Louisiana Council of Governments

CONTRACT FOR PLANNING SERVICES FHWA Award No: 693JJ32340170 Northwest Louisiana Safe Streets and Roads for All Regional Action Plan

THIS CONTRACT is made and entered into this _____ day of _____, 2024, 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 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

Federal Award Number 693JJ32340170 has 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 Safe Streets and Roads for All Regional Action Plan (SS4A) for the MPO planning area of Bossier, Caddo, DeSoto, and Webster Parishes meeting the requirements of the U.S. Department of Transportation Safe Streets for All program. The goal of the SS4A Regional Action Plan is to identify and prioritize a list of specific projects that have the greatest potential to eliminate traffic fatalities and severe injuries, and potential funding sources, so that funding for implementation can be sought over the next several years.

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. Northwest Louisiana Safe Streets and Roads for All Regional Action Plan Proposal dated March 21, 2024), attached hereto and made a part hereof.

The basic services to be rendered for this project are identified as follows with further detail described below:

TASK 1 – PROJECT MANAGEMENT

ATG will execute a project management strategy tailored specifically to NLCOG’s unique needs for this particular project. It will be designed to meet the objectives identified throughout the scope and will be adaptable for challenges and needs that may arise.

Task 1.1 PROJECT OVERSIGHT AND ADMINISTRATION

The ATG Team will organize monthly project management meetings, provide agendas prior to each meeting, and follow up with meeting notes. ATG will submit monthly invoices and progress reports detailing work performed since the previous progress report and identify tasks to be performed within the next reporting period.

TASK 1.2. PROJECT MANAGEMENT PLAN:

The ATG Team will develop a Project Management Plan (PMP) to efficiently guide the development of the project. The PMP will include a project organizational chart with defined roles and responsibilities, a project schedule and work plan that details the scope of work, deliverables and key milestone dates, a quality assurance and quality control plan that ensures adequate control is maintained during product development to minimize chance errors or systematic irregularities, and a process for updating and amending the PMP.

TASK 2 – LEADERSHIP COMMITMENT AND GOAL SETTING

TASK 2.1: DEVELOP GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

The ATG team will work with the steering to define specific goals, objectives, and performance measures that align with NLCOG’s overall objectives along with each of the four parishes’ unique character and various safety issues based on their built environment, demographics, capacity, and identity. These performance measures will be measurable, verifiable, and cost effective. Goals, objectives and performance measures will be derived from those transportation principles set forth in the Bipartisan Infrastructure Law and those previously set forth in the FAST Act, from community input, and from the review of existing conditions and crash data.

TASK 2.2: DEVELOP COMMITMENT DOCUMENTATION AND PRESENT TO LEADERSHIP

The ATG team will collaboratively draft a practical policy commitment statement that can be adopted by the political entity that will carry out implementation. If cities or parishes engaged in the process anticipate pursuing implementation funding for the eventual implementation of projects and strategies identified through the Regional Action Plan development process, then their leadership will be engaged, with the ultimate goal of all entities participating in the process adopting the commitment statement to eliminate roadway fatalities and severe injuries.

TASK 2 DELIVERABLES:

- Project Goals Objectives and Performance Measures Technical Memorandum
- Up to eight (8) in-person presentations to high ranking boards / officials
- Presentation Materials

TASK 3 - PLANNING STRUCTURE

TASK 3.1: PROJECT STEERING COMMITTEE (PSC)

The ATG team will establish a single project steering committee (PSC) comprising relevant stakeholders who will contribute to the planning and decision-making processes of the overarching project. It will be comprised of leadership representing Bossier, Caddo, DeSoto, and Webster parishes, the municipalities, LA DOTD District 04, and other stakeholders as identified during project scoping. These other stakeholders could include technical experts, advocates, and individuals with hands-on safety experience. Meetings with this group will create a framework aligning the vision, goals and actions with projects and strategies to achieve the eventual elimination of severe injury and roadway fatalities. The ATG team will assist with the coordination of meetings with the PSC, as well as prepare meeting agendas, presentation materials and handouts, and provide meeting notes.

TASK 3.2. TECHNICAL ADVISORY COMMITTEES (TACS)

The ATG will subdivide the PSC into smaller groups by geography for the purpose of identifying crash issues, safety countermeasures, and equity and outreach at a more fine-grained scale. This task includes preparing and conducting up to three committee meetings or interactive working sessions, enabling collaboration and discussion among the committee members about specific geographic issues. The ATG team will prepare an agenda, notification materials, presentation and handout materials, as well as notes following the meetings.

TASK 3 DELIVERABLES:

- Up to three (3) Project Steering Committee Meetings
- Three (3) rounds of Technical Advisory Committee Meetings
- Presentation Materials, Agendas, Meeting Notes

TASK 4 - SAFETY ANALYSIS

TASK 4.1: EXISTING 5-YEAR HISTORIC CRASH ANALYSIS

The ATG team will conduct a safety analysis, using crash data from **Louisiana State University Center for Analytics and Research in Transportation Safety** (LSU CARTS) for a five-year period. Crashes will be funneled into a two-prong analysis based on mode – vehicular only and vulnerable users (people walking and biking). This effort will involve identifying the Crash Hot Spots and developing a High Injury Network (HIN) where the highest concentrations of fatal or severe injury (F&SI) crashes are occurring within the study area.

The top locations for crashes identified above will be analyzed according to crash type, severity level, and other contributing factors. Once hot spots and the HIN are identified, roadway characteristics and crash data will be analyzed further at those locations to understand underlying commonalities between these locations and identify a range of potential solutions.

A risk-based vulnerable user network assessment will be performed based on recommendations from the draft Regional Active Transportation Plan to identify those strategies and projects that may have the greatest impact on safety outcomes for people walking and biking. Crash data is supplemented with those additional connectivity analyses to understand walking and biking patterns in order to prioritize projects that are specifically geared to vulnerable road users.

TASK 4 DELIVERABLES:

- Crash memorandum identifying crash trends by parish, hotspots, high-injury network, and detailed review of crashes at top locations in each parish and across the region.

TASK 5 - ENGAGEMENT AND COLLABORATION

TASK 5.1: COMMUNITY ENGAGEMENT PLAN

ATG will develop a Community Engagement Plan (CEP) to engage and involve the community in the project, ensuring their input and feedback are considered throughout the process. The CEP will be informed by the Equity Analysis and area demographics. The CEP will identify the methods that will be used to establish robust community engagement which may be a combination of virtual, in-person, formal and informal methods. Solid relationships with neighborhood organizations and community leaders as well as online and grass-roots outreach help form the structure of an engagement plan that is rich in diverse voices.

TASK 5.2: MEETINGS MATERIALS, WEBSITE, AND COORDINATION

The ATG team will prepare materials that will inspire meaningful dialogue and feedback. Lines of communication include large public meetings, small focus groups, along with emails, websites, and surveys designed to reach a large swath of the community.

The ATG team engages our internal team of planners, web designers, and graphic designers to develop online and outreach materials that follow a consistent project brand and achieve key objectives at various milestones throughout a project. This includes adding a GIS-based project page to the NLCOG website that houses all online engagement tools, social media graphic posts, meeting posters, handouts and presentation materials.

The ATG team will develop a “Partner Toolkit” or “Meeting in a Box” to share with study partners and encourage local groups to extend the reach of the plan.

TASK 5.3: POP-UP MEETINGS AND IN-PERSON MEETINGS

During the initial project stage, while the project team is gathering and analyzing demographics and safety data, public outreach will involve informing the public of the effort, steering them toward the website / project brand for recognition, and asking them for input about transportation behaviors and problems they are experiencing when traveling throughout the region. This will occur primarily through the website and use the “pop-up” or intercept method to “meet the public where they are.” We will work with the PSC to identify up to twelve (12) daytime and nighttime venues and popular community gathering spots such as senior centers, parks, and churches; we can also train local ambassadors to assist at public events, festivals, and grocery stores to engage and inform the public about the process. This will build capacity and extend the effort beyond that which can be accomplished by the consultant team alone. These “super-connector” volunteers often have readily available networks of the community members we want to reach.

After the project team has reviewed safety issues and has identified potential solutions, in-person meetings or stakeholder meetings will be conducted to provide updates, gather feedback on the proposed solutions, and collect initial input on priorities for implementation. At this stage, an open house style format will be used to balance an informality that lends itself to a dialogue between community members and project team members, but also allows for enough formality to ensure that the proposed solutions are aligned with a community vision. The ATG team will anticipate one (1) meeting per parish, in addition to the pop-up or small group meetings as necessary.

ATG designs and executes effective, inclusive public engagement processes. Our team values the contributions of all members of the community, including vulnerable populations, so we develop timely processes intended to ensure that everyone can participate fully in the process. To do this, our team employs a process by which we establish a Community Engagement Plan (CEP) with performance goals for participation, and track progress throughout the engagement process to adjust efforts to achieve desired goals.

TASK 5 DELIVERABLES:

- Community Engagement Plan (CEP)
- Project Website, Notification Materials, Engagement Materials
- Up to twelve (12) pop-up engagement activities
- Up to four (4) public meetings

TASK 6 - EQUITY CONSIDERATIONS

TASK 6.1: EQUITY ANALYSIS

ATG will prepare an equity analysis including a demographic overview, trends in population and economic growth, decline, and drill down into the population characteristics including transportation, health, environmental, economic, resiliency, and equity factors. Underserved communities are identified to identify disparate impacts, focused engagement areas, and to align projects with intentional benefits. To ensure alignment with the SS4A Self Certification Checklist for communities wishing to seek additional implementation funds under the same program, the US DOT's Transportation Disadvantaged Dashboard Transportation Disadvantaged Census Tracts (arcgis.com) will be used to show demographic dynamics of the study area according to previously identified thresholds. This will be supplemented with US Bureau of the Census American Community Survey (ACS) 5-year data at the Census Tract level (as previously shown) to drill down to understand individual neighborhoods and corridors.

TASK 6 DELIVERABLES:

- Equity Technical Memorandum

TASK 7 - POLICY AND PROCESS CHANGE

TASK 7.1: REVIEW CURRENT POLICIES AND PROCESSES TO ADDRESS SAFETY AND DEVELOP RECOMMENDED CHANGES

To support infrastructure recommendations, a technical memorandum will document best practices and existing educational, encouragement and policy and programmatic strategies. A public health approach will be used to review existing safety policies and processes and identify gaps or areas that require improvement. Based on the review, this task involves developing recommended changes to policies and processes to enhance safety measures as part of a holistic safe systems approach.

TASK 7 DELIVERABLES:

- Non-infrastructure Technical Memorandum

TASK 8 - STRATEGY AND PROJECT SELECTIONS

TASK 8.1: PROJECT PRIORITIZATION CRITERIA

Methods and countermeasures to address crashes on the high injury network will be derived from the crash analysis. The reduction in potential predicted crashes will enable an analysis of the benefits which can be used to prioritize and phase projects. Projects will be identified and prioritized based on criteria derived from the Safe Streets and Roads for All program blended with criteria reflective of community values as identified through the public and stakeholder process. Quick builds, demonstration projects and easy to implement low-cost projects will be identified through this process to show immediate progress towards reducing fatal and severe injury (F&SI) crashes.

TASK 8.2: PROJECTS TO IMPROVE SAFETY AT HOT SPOTS

A series of recommended projects and interventions to address the specific safety issues present at the identified high crash locations will be developed. Projects will be mapped in ESRI Online GIS for future use in project dashboards. Additional Project Call out information & Order of Magnitude Cost Estimates will be prepared for the top 25 projects identified.

TASK 8.3: ALIGNMENT WITH ACTIVE TRANSPORTATION PLAN AND OTHER ONGOING PLANS

Pedestrians and bicyclists are far more likely to be killed or seriously injured than people driving or riding as a passenger in a vehicle. ATG will use the network-based approach from the DRAFT Regional Active Transportation Plan (RAPT) to identify impactful projects. The ATG team will also identify and map planned, programmed and envisioned projects from existing MPO, Parish, Local and State Planning efforts for alignment with the SS4A plan and potential implementation funding through the program.

TASK 8.4 COUNTERMEASURE TOOLBOX

A safety analysis toolbox will be developed that will help provide key insight into the effectiveness of deploying a particular countermeasure in a given circumstance. High level order of magnitude cost estimate (per mile or per unit costs) will be provided for up to 25 selected countermeasures. These countermeasures will be used for the projects identified in this plan, and the toolbox will be available as a future resource for local and parishes, as well as the NLCOG, to deploy in the future.

TASK 8 DELIVERABLES:

- Prioritization Framework
- Interactive GIS map and table of projects
- Planning level cost estimates for top 25 projects
- Project alignment with other plans
- Countermeasure Toolbox

TASK 9 - PROGRESS AND TRANSPARENCY

TASK 9.1: DEVELOP A METHOD TO TRACK STATUS AND IMPLEMENTATION PLAN FOR ONGOING MONITORING AND DATA CONTINUITY

ATG will work with NLCOG staff to develop a tool to track progress following the adoption of the Regional Action Plan. To arrive at a decision, ATG will provide sufficient support and background information on the range of options for performance tracking systems, from simple scorecards to more sophisticated data dashboards to monitor and report the progress of the project in achieving its safety goals and objectives. In addition to the performance monitoring tool, ATG will work with NLCOG to integrate oversight of implementation into their existing capacities and oversight boards.

TASK 9 DELIVERABLES:

- Technical Memorandum of transparency tool options
- Support for the development of an online dashboard.

TASK 10 - FINAL REPORT

The ATG team will prepare an initial draft of the Action Plan Report that includes relevant components, findings, analysis, strategies, and projects discussed and developed throughout the project. The draft report will be comprehensive, well-structured and graphically rich, including charts, graphs, and infographics as needed to convey information to the public.

Once the draft report has been reviewed and any necessary revisions or adjustments have been made, ATG will develop the final version of the Regional Action Plan Report. The final report will incorporate any feedback provided during the review process, and will be polished, accurate and reflective of the planning process and provide clear performance-based planning guidance to occur upon adoption. An executive summary will be prepared highlighting the most essential project information including the vision, strategies and expected outcomes of the plan.

Task 10 Deliverables

- Compilation of all findings, analyses, plans, and strategies into a final, cohesive Regional Action Plan
- All GIS data to be compiled into a Map Package
- An Executive Summary summarizing the main objectives, strategies, and expected impact of the Action Plan

Task Budget

Task No.	Task Description	Task Percentages	Task Budget	ATG	Volkert	Bonton	Halff
1.00	Project Management	7.06%	\$55,468.00	\$38,000.00	\$3,968.00	\$9,500.00	\$4,000.00
1.10	Project Oversight and Administration	4.40%	\$34,568.00	\$19,000.00	\$3,968.00	\$7,600.00	\$4,000.00
1.20	Project Managment Plan	2.66%	\$20,900.00	\$19,000.00		\$1,900.00	
2.00	Leadership Commitment and Goal Setting	5.35%	\$42,004.00	\$40,000.00	\$2,004.00		
2.10	Goals, Objectives, and Performance Measures	3.56%	\$28,000.00	\$28,000.00			
2.20	Develop Commitment Cocumentation and Present to Leadership	1.78%	\$14,004.00	\$12,000.00	\$2,004.00		
3.00	Planning Structure	9.60%	\$75,400.00	\$40,000.00	\$12,400.00	\$17,000.00	\$6,000.00
3.10	Project Steering Committee	4.96%	\$38,940.00	\$20,000.00	\$7,440.00	\$8,500.00	\$3,000.00
3.20	Technical Advisory Committees	4.64%	\$36,460.00	\$20,000.00	\$4,960.00	\$8,500.00	\$3,000.00
4.00	SafetyAnalysis	17.17%	\$134,860.00	\$40,000.00	\$62,860.00	\$32,000.00	
4.10	Existing 5-Year Historic Crash Analysis	17.17%	\$134,860.00	\$40,000.00	\$62,860.00	\$32,000.00	
5.00	Engagement and Collaboration	17.03%	\$133,748.00	\$106,000.00	\$8,948.00		\$18,800.00
5.10	Community Engagement Plan	2.85%	\$22,400.00	\$21,200.00			\$1,200.00
5.20	Meetings Materials, Website, and Coordination	3.65%	\$28,700.00	\$21,200.00			\$7,500.00
5.30	Pop-Up Meetings and In-Person Meetings	10.52%	\$82,648.00	\$63,600.00	\$8,948.00		\$10,100.00
6.00	Equity Consideration	3.21%	\$25,200.00	\$10,000.00			\$15,200.00
6.10	Equity Analysis	3.21%	\$25,200.00	\$10,000.00			\$15,200.00
7.00	Policy and Process Change	4.07%	\$32,000.00	\$29,000.00			\$3,000.00
7.10	Review Current Policies and Processes and Develop Recommended Changes	4.07%	\$32,000.00	\$29,000.00			\$3,000.00
8.00	Strategy and Project Selections	20.47%	\$160,820.00	\$62,000.00	\$42,820.00	\$34,000.00	\$22,000.00
8.10	Project Prioritization Criteria	1.97%	\$15,500.00	\$15,500.00			
8.20	Projects to Improve Safety at Hot Spots	9.28%	\$72,890.00	\$15,500.00	\$23,390.00	\$34,000.00	
8.30	Alignment with Active Transportation Plan and Other Ongoing Plans	3.67%	\$28,850.00	\$15,500.00	\$13,350.00		
8.40	Countermeasure Toolbox	5.55%	\$43,580.00	\$15,500.00	\$6,080.00		\$22,000.00
9.00	Progress & Transperency Methods	4.71%	\$37,000.00	\$14,000.00			\$23,000.00
9.10	Tracking Tool Tech Memo	3.18%	\$25,000.00	\$7,000.00			\$18,000.00
9.20	Support for creation of online dashboard	1.53%	\$12,000.00	\$7,000.00			\$5,000.00
10.00	Final Report	11.33%	\$89,000.00	\$89,000.00			
10.10	Plan Outline	2.27%	\$17,800.00	\$17,800.00			
10.20	Plan Draft	5.67%	\$44,500.00	\$44,500.00			
10.30	Final Plan	3.40%	\$26,700.00	\$26,700.00			
	TOTAL	100%	\$785,500.00	\$468,000.00	\$133,000.00	\$92,500.00	\$92,000.00

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 **\$785,500.00**. 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.

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 FHWA and shall pay the amount shown to be due and payable within 15 calendar days of receipt of funds from FHWA.

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. Such records shall be retained until such time as 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, the 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

Witness for First Party

Alliance Transportation Group LLC.

BY: _____

Typed or Printed Name

TITLE: _____

Federal Identification Number

Northwest Louisiana Council of Governments

Witness for Second Party

BY: _____
Executive Director

Witness for Second Party