

STATE OF LOUISIANA

PARISH OF LIVINGSTON

LPR NO. 10-420

MOTION was offered by A. "Buddy" Mincey and duly seconded by Jimmie McCoy to retain the services of the consulting firm of Winston Associates to oversee development of a comprehensive master plan for Livingston Parish.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. HARRIS, MR. MINCEY, MR. RUSHING, MR. SHARP, MR. WAGNER, MRS. WALE, MR. WATSON

NAYS: MR. McCOY, MR. WHEAT


Thereupon the chair declared that the Motion had carried and was adopted.

CERTIFICATE

I, Mary E. Kistler, do hereby certify that I am the duly appointed Clerk and Custodian of Records for the Parish Council, Parish of Livingston, State of Louisiana.

I hereby further certify that the foregoing constitutes a true and correct copy of a resolution adopted by the Livingston Parish Council at a regular meeting held on December 9, 2010, in which meeting a quorum was present.

WITNESS my official signature and seal of office at Livingston, Louisiana, on this 27th day of December 2010.



Mary E. Kistler, Council Clerk
Livingston Parish Council



Mailed executed
Contract 2/22/11
+ Notice to proceed
TRANSMITTAL

DATE: February 2, 2011
TO: Heather Crain
FROM: Jeff Winston / Jessica Lagoni
PROJECT: Livingston Parish Comprehensive Master Plan Contract

ENCLOSURES		
QUANTITY	DESCRIPTION	DATE
4	Signed originals of contract with all exhibits	2-2-11

Notes

Heather,

As requested, enclosed are 4 signed originals of the contract for the Master Plan, including all Exhibits.

Please don't hesitate to contact me if you have any questions or need additional information.

Thank you very much!

--
Jessica Lagoni

Direct - 303-952-1901
jessica@winstonassociates.com

**WINSTON ASSOCIATES
AGREEMENT FOR PROFESSIONAL SERVICES
WITH LIVINGSTON PARISH, LOUISIANA**

This AGREEMENT is made and entered into this 2nd day of February, 2011, by and between LIVINGSTON PARISH (hereinafter referred to as "CLIENT") and WINSTON ASSOCIATES (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the CLIENT requires professional consulting services to produce a parish comprehensive master plan (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CONSULTANT is qualified and has assembled a Subconsultant team that has the requisite expertise and experience to perform the required work for the PROJECT.

NOW, THEREFORE, for and in consideration of the promises contained in this AGREEMENT, CLIENT and CONSULTANT agree as follows:

SECTION I. SCOPE OF WORK

1. **Scope of Work.** Basic services to be performed by CONSULTANT and its Subconsultants shall consist of the services described in "Exhibit A" of this AGREEMENT.
2. **Changes to the Scope of Work.** CLIENT may at any time, by written order, make changes within the general scope of this AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Inasmuch as input from the public and decision-makers may alter the priorities and focus of the work, CONSULTANT may, to meet the needs of the project, adjust the Scope of Work by adding to or deleting from the work to be performed by the Subconsultants, so long as it does not increase the Client's overall cost of the project.
3. **Commencement of Work.** Final execution of this CONTRACT by certified signature of the Parish President shall be deemed sufficient for "Notice to Proceed". CONSULTANT shall commence work on the PROJECT within 5 business days of receiving an executed copy of this AGREEMENT.
4. **Work Stoppage and Delays.** CONSULTANT will use reasonable efforts to complete the PROJECT within 365 days (12 months) from notice to proceed, subject to the CLIENT's performance and compliance with this AGREEMENT and other factors beyond the Control of the CONSULTANT.

SECTION II. PAYMENT FOR WORK

5. **Compensation and Terms of Payment.** Subject to appropriations by the CLIENT for work performed in the calendar years 2011, 2012 and beyond, the CLIENT shall pay the CONSULTANT for the services and products under this AGREEMENT a total not to exceed three hundred and forty-six thousand (\$346,000.00) dollars. Such amounts shall be inclusive of all costs associated with CONSULTANT's effort including salaries, benefits, overhead, administration, profits, and outside CONSULTANT fees. Actual compensation shall be paid in accordance with the cost schedule attached hereto as "Exhibit B." CONSULTANT shall prepare monthly invoices and submit for CLIENT review and approval by the 15th of each month. Invoices shall be in a format acceptable to CLIENT and shall describe the work accomplished on PROJECT and percent completion by task, and all recoverable expenses. Payment shall be due within 30 days after receipt and approval of the invoice by the CLIENT.

SECTION III. CONSULTANT RESPONSIBILITY

6. **Standard of Care.** In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. **Rules, Regulations and Corrections.** It shall be the duty of the CONSULTANT and Subconsultants to provide services that are technically sound and in conformance with all applicable federal, state, and local laws, resolution, statutes, codes, ordinances and other regulations including:
 - The CDBG Compliance Provisions for Professional Services Contracts attached as "Exhibit C" of this contract;
 - The Section 3 Plan Format attached as "Exhibit D" of this contract;
 - The Segregated Facilities Certification attached as "Exhibit E" of this contract;
 - The Non-collusion Affidavit attached as "Exhibit F" of this contract.

In performance of the work specified under this AGREEMENT, CONSULTANT shall comply with all applicable patent, trademark, and copyright laws, rules, regulations and codes. CONSULTANT shall perform their work in conformance with generally accepted professional planning practices.

8. **Document Review.** CLIENT review, approval, acceptance, or payment for any of the CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the CLIENT under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT.
9. **Subconsultants.** The CONSULTANT represents that it has obtained, or will obtain, all personnel required to perform the services specified herein. Such employees shall not be employees of the CLIENT. The CONSULTANT and its Subconsultants shall perform all the services required hereunder, and all personnel engaged in the work shall be authorized under the State of Louisiana and local law to perform such service.
10. **Records.** The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices. These records will be available to the CLIENT during the CONSULTANT's normal business hours for a period of 1 year after

the CONSULTANT final invoice for examination to the extent required to verify PROJECT costs.

SECTION IV. CLIENT RESPONSIBILITIES

11. **General.** CLIENT agrees that its officers and employees will cooperate with the CONSULTANT in the performance of the services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
12. **Periodic Reviews.** The services to be performed by the CONSULTANT under this AGREEMENT shall be subject to periodic review by the CLIENT. To prevent an unreasonable delay in the CONSULTANT's work, the CLIENT will endeavor to examine all reports, drawings, and other documents and will respond to the CONSULTANT in writing within ten (10) working days from receipt of such documents. It is understood that the CLIENT's review comments do not relieve the CONSULTANT from the responsibility for the professional and technical accuracy of all services delivered under this AGREEMENT.
13. **CLIENT Data.** The CLIENT shall without charge, furnish or make available for examination or use by the CONSULTANT as it may request, any data which the CLIENT has available, including as example only and not a limitation: copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, development and other physical features; copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations; and other documents, and information related to the services specified by this AGREEMENT.
14. **CLIENT Assistance.** The CONSULTANT shall assist the CLIENT in obtaining data and documents from officers or agencies and from private citizens and business firms related to the PROJECT.
15. **Data Accuracy.** The CONSULTANT will not be responsible for the accuracy of information or data supplied by the CLIENT or other sources to the extent such information or data would be relied upon by a reasonably prudent professional planner or CONSULTANT.
16. **Access to Facilities.** The CLIENT will make its facilities accessible to the CONSULTANT as required for the CONSULTANT's performance of its services including meeting space, audio-visual equipment and labor for "set-up/take-down". The CLIENT will be responsible for all work performed by CLIENT employees.
17. **Public Notice, Advertisements, Permits.** Unless otherwise agreed to in the Scope of Service, the CLIENT will coordinate, obtain, arrange and pay for all advertisements; permits and licenses required by local state, or federal authorities. The CLIENT will be responsible for all public notice, announcements, advertisements and general information communicated to the public, and all costs associated with such notice.
18. **Changes in Conditions and Development.** The CLIENT will give prompt written notice to the CONSULTANT whenever the CLIENT observes or becomes aware of any development that affects the scope or timing of the CONSULTANT's services or any defect in the work of the CONSULTANT.

SECTION V. CONTRACT ADMINISTRATION

19. **PROJECT Manager.** The CONSULTANT shall assign Jeffrey T. Winston to manage the PROJECT. All services specified by this AGREEMENT shall be performed by the PROJECT

Manager, or by the CONSULTANT's associates and employees under the personal supervision of the PROJECT manager. Should the PROJECT Manager or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT will replace him or her with a qualified person approved by the CLIENT.

20. **Notices to CONSULTANT.** All notices and correspondence to the CONSULTANT shall be mailed or delivered as follows:

Winston Associates
Attention: Jeff Winston
4696 Broadway
Boulder, Colorado 80304

21. **Notices to CLIENT.** All notices and correspondence to the CLIENT by the CONSULTANT shall be mailed or delivered as follows:

Sonya Allen
Project Manager
Livingston Parish President's Office
20399 Government Boulevard
Livingston, LA 70754

SECTION VI. GENERAL

22. **Terms of AGREEMENT.** This AGREEMENT shall be in force and effect from and after the day on which the CLIENT issues the Notice to Proceed. This shall remain in effect until the final payment for the services under this AGREEMENT is made.
23. **Indemnification.** The CONSULTANT and the CLIENT each agree to indemnify and hold each other harmless, its agents, employees, subcontractors or officers from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by its negligent acts, errors, or omissions.
24. **Ownership of Documents.** All materials, information, and documents completed or acquired by the CONSULTANT during the performance of the services for which it has been compensated under this AGREEMENT shall become the property of the CLIENT and shall be delivered to the CLIENT upon completion or termination of this AGREEMENT. Reuse of such documents will be at the CLIENT's sole risk.
25. **Force Majeure.** The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accident, or other events beyond the control of the CONSULTANT.
26. **Termination.** This AGREEMENT may be terminated for the CLIENT's convenience on fifteen (15) days written notice, or for cause if the CONSULTANT fails substantially to perform through no fault of the CLIENT and does not commence correction of such nonperformance within 10 days of written notice and diligently complete the correction thereafter. The CLIENT hereby agrees that the CONSULTANT can terminate this AGREEMENT on fifteen (15) days written notice, for cause if the CLIENT fails substantially to perform through no fault of the CONSULTANT and does not commence correction of such nonperformance within 10 days of written notice and diligently complete the

correction thereafter. On termination the CONSULTANT will be paid for all authorized work performed up to the termination date.

27. **Assignment.** Neither party will assign all or any part of this AGREEMENT without the prior written consent of the other party.
28. **No Third-Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third-party beneficiaries. The CLIENT will include in each AGREEMENT it enters into with any other entity or person a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
29. **Suspension, Delay, or Interruption of Work.** The CLIENT may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CLIENT. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the CONSULTANT's personnel and subcontractors, and CONSULTANT's compensation will be made.
30. **Mediation.** All claims, disputes, and other matters in question between the CLIENT and the CONSULTANT arising out of, or in connection with this AGREEMENT or the PROJECT, or any breach of any obligation or duty of CLIENT or CONSULTANT hereunder, will be decided by mediation, or if mediation is unsuccessful, by method to be determined by the parties.
31. **Severability.** If any of the provision contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
32. **Waiver.** A waiver by either the CLIENT or the CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
33. **Venue.** The laws of the State of Louisiana shall govern this AGREEMENT, and any legal action concerning the provisions hereof shall be brought in the CLIENT of the 21st Judicial District Court, State of Louisiana.
34. **Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
35. **Corporate Protection.** It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the PROJECT shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

SECTION VII. INSURANCE

36. Insurance Limitations. The CONSULTANT will maintain throughout this AGREEMENT the following insurance:
- a. Workers compensation insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance.
 - b. Automobile liability insurance with minimum combined single limits for bodily or property damage of not less than one million dollars (\$1,000,000) for any one occurrence, with respect to each of the CONSULTANT' owned, hired, or non-owned vehicles use in the performance of the services or work under this AGREEMENT.
 - c. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and in the aggregate for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CONSULTANT or of any of its employees, agents, or subcontractors.
 - d. Professional liability insurance of five hundred thousand dollars (\$500,000) per occurrence and in the aggregate.

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this AGREEMENT.

For the CLIENT:

BY: *Mike Grimmer*

Date: 2/8/11

Name: Mike Grimmer
Title: Push President

ATTEST: *Heath Cio*

For the CONSULTANT:

WINSTON ASSOCIATES, INC.

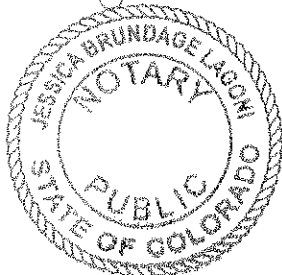
BY: *Jeffrey J. Winston*

Date: 02 Feb 11

Jeffrey J. Winston
Title: President

ATTEST: *Jessica Brundage Lacom*

Date: 2-2-11



My Commission Expires 08/27/2011

EXHIBIT A: SCOPE OF WORK

Livingston Parish Comprehensive Master Plan Scope of Work

Task I: Population

- **Population** – Understand existing and future population characteristics that impact growth and infrastructure in Livingston Parish (e.g. age, number of workers, children in school, distance to work, and average housing costs).
- **Growth Rate** – Project population for the parish.
- **Housing** – Evaluate existing housing and calculate housing demand by type (single family, etc.) and value.
- **Employment** – Evaluate existing and future employment projections by sector, sales leakage and commuting patterns.

Task II: Public Involvement

- **Citizen's Advisory Committee** – Suggestions for criteria for participants, responsibilities, and coordination procedures. Hold up to 6 meetings.
- **Parish Department Heads (Technical Advisory Committee)**– Establish TAC and meet multiple times throughout process to: review initial issues, goals and concerns, identify inconsistencies, common ground. "Planning 101" discussion about using a comprehensive master plan with other master plans and land use regulations.
- **General Issues Meetings** – identify information needs, prepare and send agendas.
- **Public Meetings** – Conduct up to 9 public meetings throughout the parish at various stages of the process to identify issues, react to alternative concepts, choose a preferred direction for the comprehensive master plan. Include: Planning 101 (what is a comprehensive master plan), keypad polling to allow anonymous feedback, "Chip Game" exercises to allow public to make trade-off decisions relative to directing future growth.
- **Issues Meetings – (Transportation and Land Use)** Identify known technical issues surrounding these key issues.

Task III: Land Use

- **Existing Land Use** – Compile existing land use information, identify pending development.
- **Conduct a fiscal analysis of existing land use and past growth patterns.**
- **Coastal Zone Protection Areas** – Compile existing coastal zone boundaries and how coastal zone designation affects future growth.
- **Federal and State Lands/Reserves** – Identify current lands/reserves and their impact on the parish.
- **Land Use Plan** – Based on public input, create alternative future land use and transportation scenarios and compare the results. Identify policies and general costs that would be required. Present to public for feedback. With feedback, consolidate a preferred land use direction and review with Council and Planning Commission. Refine into a future land use plan.

- **Zoning Plan and Ordinance** – Review existing land use regulations, including zoning in municipalities, and evaluate implications for future growth on vacant lands and other “areas likely to change”.

Task IV: Parish – Wide Drainage Analysis

- **100 - Year Flood Zones** – Compile 100 - year flood zone maps.
- **Problem Drainage Areas** – With input from drainage districts and public works, identify problem drainage areas and drainage needs.
- **Drainage Improvement Plan** – Prepare a parish-wide drainage improvement plan, coordinate drainage plan with the future land use plan.

Task V: Municipal and Community Water Systems

- **Existing Systems** – Compile available information about existing water and sewer systems.
- **System Services Areas** – Identify existing service areas.
- **Areas of Deficiency** – Considering current deficiencies and areas of likely future growth, identify future system needs for water, sewer, etc., including order-of-magnitude costs.

Task VI: Transportation

- **State/Federal Roads - Functional Classification** – Analyze available data regarding functional classification and roadway characteristics (number of lanes, existing traffic counts, etc.) for all state and federal roads within Livingston Parish. Summarize to provide a clear snapshot of existing transportation performance. Create a roadway characteristics and performance database for the comprehensive master plan and for future use by the Parish.
- **Parish and Municipal Road & Street Systems** – Working closely with parish and municipal staff, obtain and summarize data/information about parish and municipal streets and roads. Evaluate their design versus their actual function. Identify the costs and funding needed to “catch up” and “keep up” with routine maintenance and repair of these facilities.
- **Current Traffic Conditions** – Collect, analyze and summarize current traffic and congestion conditions within the parish. Compare traffic volumes to roadway capacities (provided or derived as needed) for daily (24-hour) and peak hour (if available) conditions.
- **Major Transportation Issues** – Based on input from parish staff, stakeholders, and the public, identify major existing and future transportation issues facing the parish (e.g. traffic conditions, funding (how much and who pays), new growth).
- **Transportation Improvement Programs** – Identify major transportation deficiencies and needs over time based on the proposed future land use plan. Utilize regional traffic model to test the long-term traffic implications of the proposed future land use plan. In eastern “uncovered” areas, utilize “sketch planning” methods.

Task VII: Plan Recommendations

- **Development Strategy** – Consolidate input from public, Council, Planning Commission and staff into a strategy to guide future growth that will encourage economic development while preserving the important areas and characteristics that parish resident’s value. Strategy will address land use, drainage, infrastructure, preserving important rural and natural areas, transportation, fiscal, recreation, emergency

preparedness, and other plan elements. Identify the specific steps needed to implement a particular strategy (such as guidelines or ordinances), which government entity should be responsible for each strategy, and the timeframe/priority. Include recommendations for monitoring to measure the success of each strategy. Review with Planning Commission and Council for approval.

- **Land Use/Zoning Recommendation** – Based on the approved development strategy, identify the most appropriate means to encourage the desired growth, including guidelines, incentives, potential modifications to ordinances.
- **Transportation** – Identify major road improvement needs, based on the proposed future land use plan.
- **Capital Improvement Program** – Organize the needed infrastructure improvements into a capital improvements program (general schedule) that reflects priorities indicated by the public and elected officials, as well as a logical sequence to assure cost-effectiveness. Include maps, tables, and text that specify what types of investments are needed, where, planning-level cost, potential funding, and relative timeframe prioritization (near-term, midterm, long-term).
- **Population and Housing** – Ensure that future land use accommodates projected population and adequately accommodates that population with appropriate and desired types of housing.

EXHIBIT B: COST SCHEDULE / BUDGET & SCHEDULE

**Livingston Parish Comprehensive Plan
Cost Proposal**

		Budget
0	Project Coordination	\$ -
1	Population	\$ 16,000
2	Public Involvement	\$ 82,000
3	Land Use	\$ 50,500
4	Parish-wide Drainage Analysis	\$ 18,000
5	Municipal and Community Water and Sewer Systems	\$ 52,000
6	Transportation	\$ 56,000
7	Plan Recommendations and Approval	\$ 71,500
TOTAL		\$ 346,000

Project timeframe: 12 months

EXHIBIT C: CDBG COMPLIANCE PROVISIONS

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 DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that

discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968- COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (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)

- A. 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:

- B. 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.
- C. 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.
- D. 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.
- E. 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 copyrighted 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-1 02, 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.

EXHIBIT D: SECTION 3 PLAN FORMAT & TABLES A AND B

CONTRACTOR

Section 3 Plan Format

Winston Associates agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of Livingston.

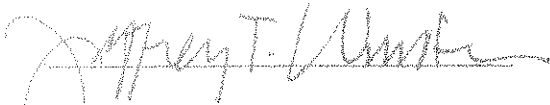
- A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, see the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Parish the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied wither on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.

- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Winston Associates, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.



Signature

WINSTON ASSOCIATES, INC.

President

Title

02 Feb 11

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING January 2011 through July 2012
(Duration of the CDBG-Assisted Project)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Professional	One (1)	\$136,000	Zero (0)	Zero (0)

* The Project Area is coextensive with Livingston Parish's boundaries.

Winston Associates

Company

Livingston Parish Comprehensive Plan

Project Name

Project Number

EEO Officer (Signature)

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

**FOR THE PERIOD COVERING January 2011 through July 2012
(Duration of the CDBG-Assisted Project)**

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Professional	One (1)	\$70,000	Zero (0)	Zero (0)

* The Project Area is coextensive with Livingston Parish's boundaries.

Arcadis

Company

Livingston Parish Comprehensive Plan

Project Name

Project Number

EEO Officer (Signature)

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING January 2011 through July 2012
(Duration of the CDBG-Assisted Project)

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Professional	One (1)	\$55,000	Zero (0)	Zero (0)

* The Project Area is coextensive with Livingston Parish's boundaries.

CH Fenstermaker and Associates

Company

Livingston Parish Comprehensive Plan

Project Name

Project Number

EEO Officer (Signature)

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

**FOR THE PERIOD COVERING January 2011 through July 2012
(Duration of the CDBG-Assisted Project)**

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Professional	One (1)	\$55,000	Zero (0)	Zero (0)

* The Project Area is coextensive with Livingston Parish's boundaries.

Charlier & Associates

Company

Livingston Parish Comprehensive Plan

Project Name

Project Number

EEO Officer (Signature)

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

**FOR THE PERIOD COVERING January 2011 through July 2012
(Duration of the CDBG-Assisted Project)**

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Professional	One (1)	\$15,000	Zero (0)	Zero (0)

* The Project Area is coextensive with Livingston Parish's boundaries.

James Richardson

Company

Livingston Parish Comprehensive Plan

Project Name

Project Number

EEO Officer (Signature)

Date

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

**FOR THE PERIOD COVERING January 2011 through July 2012
(Duration of the CDBG-Assisted Project)**

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract (business or professional)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
Professional	One (1)	\$15,00047	Zero (0)	Zero (0)

* The Project Area is coextensive with Livingston Parish's boundaries.

Code Studio

 Company
 Livingston Parish Comprehensive Plan

 Project Name

 EEO Officer (Signature)

Project Number

 Date

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With LIPAR*
Officers/ Supervisors	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Professionals	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>
Technicians	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Housing Sales/ Rental/ Mgmt.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Office Clerical	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within Livingston Parish whose family income does not exceed 80% of the median income in the State.

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With LIPAR*
Officers/ Supervisors	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Professionals	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>
Technicians	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Housing Sales/ Rental/ Mgmt.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Office Clerical	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within Livingston Parish whose family income does not exceed 80% of the median income in the State.

Arcadis
Company

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Column 1	Column 2	Column 3	Column 4	Column 5
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Officers/ Supervisors	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Professionals	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>
Technicians	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Housing Sales/ Rental/ Mgmt.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Office Clerical	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

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CH Fenstermaker and Associates
Company

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With LIPAR*
Officers/ Supervisors	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Professionals	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>
Technicians	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Housing Sales/ Rental/ Mgmt.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Office Clerical	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within Livingston Parish whose family income does not exceed 80% of the median income in the State.

Charlier and Associates
Company

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With LIPAR*
Officers/ Supervisors	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Professionals	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Technicians	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Housing Sales/ Rental/ Mgmt.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Office Clerical	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within Livingston Parish whose family income does not exceed 80% of the median income in the State.

James Richardson
Company

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled With LIPAR*
Officers/ Supervisors	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Professionals	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Technicians	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Housing Sales/ Rental/ Mgmt.	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Office Clerical	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within Livingston Parish whose family income does not exceed 80% of the median income in the State.

Code Studio
Company

EXHIBIT E: SEGREGATED FACILITIES CERTIFICATION

SEGREGATED FACILITIES CERTIFICATION

<u>Winston Associates</u> Name of Prime Contractor	Livingston Parish OCD/DRU Disaster Recovery Program related to Hurricanes Katrina/Rita - Comprehensive Master Plan <u>Livingston Parish Comprehensive Master Plan</u> Project Name and Number
---	--

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

JEFFREY J. WINSTON
President
WINSTON ASSOCIATES, INC
Name & Title of Signer

 02 Feb 11
Signature Date

EXHIBIT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Livingston

PROJECT NO. _____
NAME: Livingston Parish Comprehensive
Master Plan
LOCATION: Livingston Parish, Louisiana

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared Jeffrey T. Winston representing Winston Associates who, being by me first duly sworn deposed and said that he has read and signed this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the La. Revised Statutes of 1950 as amended.

(1) That affiant and his firm employed no person, corporation, firm, association, or other Organization, either directly or indirectly, to secure the public contract for the above referenced project with Livingston Parish under which he will, if awarded the contract, receive or received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant.

(2) That no part of the contract price to be received or received by affiant or his firm was paid or will be paid to any person, firm, association, or other organization for soliciting the contract, other than the payment for their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

Bidder or representative to sign
And type name below signature

Jeffrey T. Winston
Affiant, Jeffrey T. Winston

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd day of February, 2011.



Jessica Brindage Lagom
NOTARY PUBLIC

My Commission Expires 08/27/2011

Note: This form is to be removed and used to submit after the bid.

Cost-Price Detail

(and instructions)

6-4

Community: Livingston Parish		Proposer: Winston Associates		18-Aug-10	
COST Component Detail					
Task One:		Additional Description		Units	
		Analysis of Population, Growth Rate, Housing, Employment Trends			
Population				1	
Direct Labor and other compensation				Estimated hours	Hourly Rate
Principal				6	102.00
Senior Planner				12	53.00
Planner/GIS				10	50.00
Tech				3	34.00
				-	-
8/18/2010				-	-
				-	-
Total Personnel Compensation				31	1,850.00
Other Direct Costs					
			Estimated Trips	@ \$ per Trip	Trip Costs
Mileage Costs			1	\$ 500.00	500.00
Airfare and Car		1	1		
		0	0		
		0	0		
		0	0		
		0	0		
			Estimated Travel Days	Per Diem rate	Per diem costs
Per diem Costs			2	\$ 150.00	300.00
Contract Services or Materials Cost			# items, or units	Estimated Cost per item	Services or Materials Cost
Dr Jim Richardson - (Population, Growth Rate, Housing, Employment Trends)			1	\$ 12,000.00	12,000.00
			0	\$ -	-
			0	\$ -	-
			0	\$ -	-
			0	\$ -	-
			0	\$ -	-
Total Services or Materials cost					12,000.00
Total Direct Costs					14,650.00
Overhead Costs					
Choose One Method					
Rate X Direct Personnel hours will automatically populate all other tabs					
Overhead Cost		see below		Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc		#####		-	-
Total Estimated Costs with rate x direct cost hours					14,650.00
Rate X % of Direct Labor Costs will automatically populate all other tabs					
Overhead Cost		see below		Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc		54.1%		54.1%	1,000.85
Total Estimated Costs with rate as a percent of Direct Labor Cost					15,650.85
Price Detail		Describe deliverable or work product			
Task:				Units	349.15
Population				1	Profit
Offered Price per task completion		\$ 16,000.00 x units		Total Offered Price	
				\$ 16,000.00	

Community: Livingston Parish

Proposer: Winston Associates

COST Component Detail

18-Aug-10

Task Two:	Additional Description	Units
Public Involvement Visioning	Citizens Advisory Committees, Issues Meetings - Parish Department Heads, Public Meetings	1
Direct Labor and other compensation		Estimated hours
Principal		112
Senior Planner		140
Planner/GIS		48
Tech		42
		-
		-
Total Personnel Compensation		342

Hourly Rate	Direct Cost per Task
102.00	11,424.00
53.00	7,420.00
50.00	2,400.00
34.00	1,428.00
-	-
-	-
Total Personnel Compensation	22,672.00

Other Direct Costs

Mileage Costs	One way	Trips	Estimated Trips
Airfare and Car	1	6	6
	0	0	
	0	0	

@ \$ per Trip	Trip Costs
\$ 500.00	3,000.00

Per diem Costs	Estimated Travel Days
	12

Per Diem rate	Per diem costs
\$ 150.00	1,800.00

Contract Services or Materials Cost	Description	# items, or units
ARCADIS (Public Meetings, etc.)		1
C.H. Fenstermaker (Public Meetings, etc.)		1
Chalier Associates (Transportation Issues)		1
		0
		0
		0

Estimated Cost per item	Services or Materials Cost
\$ 25,000.00	25,000.00
\$ 10,000.00	10,000.00
\$ 3,000.00	3,000.00
\$ -	-
\$ -	-
\$ -	-
Total Services or Materials cost	38,000.00

Total Direct Costs

65,472.00

Overhead Costs

Choose One Method

Rate X Direct Personnel hours

Overhead Cost	Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc	from Task One	-

Total Estimated Costs with rate x direct cost hours	65,472.00
--	------------------

Rate X % of Direct Labor Costs

Overhead Cost	Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc	from Task One	54.10%
		12,265.55

Total Estimated Costs with rate as a percent of Direct Labor Cost	77,737.55
--	------------------

Price Detail

Task:	Describe deliverable or work product	Units	Profit
Public Involvement Visioning		1	4,262.45

Offered Price per task completion	\$ 82,000.00	x units	Total Offered Price	\$ 82,000.00
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Community: Livingston Parish

Proposer: Wnaton Associates

COST Component Detail

Task Three:	Additional Description	Units	18-Aug-10	
Land Use	Existing Land Use, Coastal Zone Protection Areas, Federal and State Lands/Reserves, etc	1		
Direct Labor Cost and other compensation		Estimated hours	Hourly Rate	Direct Cost per Task
Principal		64	102.00	6,528.00
Senior Planner		100	53.00	5,300.00
Planner/GIS		64	50.00	3,200.00
Tech		42	34.00	1,428.00
Total Personnel Compensation		270		16,466.00

Other Direct Costs

Mileage Costs	One way	Trips	Estimated Trips	@ \$ per Trip	Trip Costs
Airfare/Car	1	1	1	\$ 500.00	500.00
	0	0			
	0	0			
Per diem Costs			Estimated Travel Days	Per Diem rate	Per diem costs
			2	\$ 150.00	300.00
Contract Services or Materials Cost Description			# items, or units	Estimated Cost per item	Services or Materials Cost
ARCADIS (Coastal Zone Protection Areas, Land Use)			1	\$11,000.00	11,000.00
Charlier Associates (Existing Land Use)			1	\$ 3,000.00	3,000.00
Code Studios			1	\$ 7,500.00	7,500.00
			0	\$ -	-
			0	\$ -	-
			0	\$ -	-
Total Services or Materials cost					21,500.00
Total Direct Costs					38,756.00

Overhead Costs

Choose One Method

Rate X Direct Personnel hours

Overhead Cost	Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc	from Task One	-
Total Estimated Costs with rate x direct cost hours		38,756.00

Rate X % of Direct Labor Costs

Overhead Cost	Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc	from Task One	54.10%
Total Estimated Costs with rate as a percent of Direct Labor Cost		47,658.70

Price Detail

Task:	Describe deliverable or work product	Units	2,841.30
Land Use		1	Profit
Offered Price per task completion	\$50,500.00	x units	Total Offered Price
			\$ 50,500.00

COST Component Detail

Task Four:	Additional Description	Units
Parish- Wide Drainage Analysis	100 - Year Flood Zones, Problem Drainage Areas, Drainage Improvement Plan	1
Direct Labor Costs and other compensation		Estimated hours
Principal		6
Senior Planner		6
Planner/GIS		4
Tech		2
		-
		-
Total Personnel Compensation		18

Hourly Rate	Direct Cost per Task
102.00	612.00
53.00	318.00
50.00	200.00
34.00	68.00
-	-
-	-
-	-
1,198.00	1,198.00

Other Direct Costs

Mileage Costs	One way	Trips	Estimated Trips
Airfare/Car	1	1	1
	0	0	0
	0	0	0

@ \$ per Trip	Trip Costs
\$ 500.00	500.00

Per diem Costs	Estimated Travel Days
	2

Per Diem rate	Per diem costs
\$ 150.00	300.00

Contract Services or Materials Cost Description	# items, or units
ARCADIS (Drainage Analysis)	1
	0
	0
	0
	0
	0

Estimated Cost per item	Services or Materials Cost
\$15,000.00	15,000.00
\$ -	-
\$ -	-
\$ -	-
\$ -	-
\$ -	-

Total Services or Materials cost

15,000.00

Total Direct Costs

16,998.00

Overhead Costs

Choose One Method

Rate X Direct Personnel hours

Overhead Cost	Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc	from Task One	-

Total Estimated Costs with rate x direct cost hours

16,998.00

Rate X % of Direct Labor Costs

Overhead Cost	Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc	from Task One	54.10%
		648.12

Total Estimated Costs with rate as a percent of Direct Labor Cost

17,646.12

Price Detail

Task:	Describe deliverable or work product	Units	Profit
Parish- Wide Drainage Analysis		1	353.88

Offered Price per task completion \$18,000.00 x units

Total Offered Price

\$ 18,000.00

COST Component Detail

18-Aug-10

Task Five:	Additional Description	Units
Municipal and Community Water Systems	Existing Systems, System Service Areas, Deficiencies (fire, pressure, service)	1
Direct Labor Costs and other compensation		Estimated hours
Principal		8
Senior Planner		18
Planner/GIS		8
Tech		7
		-
		-
		-
		-
Total Personnel Compensation		41

Hourly Rate	Direct Cost per Task
102.00	816.00
53.00	954.00
50.00	400.00
34.00	238.00
-	-
-	-
-	-
-	-
2,408.00	2,408.00

Other Direct Costs

Mileage Costs	One way	Trips	Estimated Trips
Airfare/Car	1	1	1
	0	0	
	0	0	

@ \$ per Trip	Trip Costs
\$ 500.00	500.00

Per diem Costs	Estimated Travel Days
	2

Per Diem rate	Per diem costs
\$ 150.00	300.00

Contract Services or Materials Cost	Description	# items, or units
ARCADIS (Existing)		1
C.H Fenstermaker (Analysis)		1
		0
		0
		0
		0
		0

Estimated Cost per item	Services or Materials Cost
\$ 7,000.00	7,000.00
\$40,000.00	40,000.00
\$ -	-
\$ -	-
\$ -	-
\$ -	-
\$ -	-

Total Services or Materials cost **47,000.00**

Total Direct Costs 50,208.00

Overhead Costs

Choose One Method

Rate X Direct Personnel hours

Overhead Cost	Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc	from Task One	-

Total Estimated Costs with rate x direct cost hours 50,208.00

Rate X % of Direct Labor Costs

Overhead Cost	Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc	from Task One	54.10%
		1,302.73

Total Estimated Costs with rate as a percent of Direct Labor Cost 51,510.73

Price Detail

Task:	Describe deliverable or work product	Units	489.27
Municipal and Community Water Sy		1	Profit

Offered Price per task completion \$52,000.00 x units **Total Offered Price \$ 52,000.00**

COST Component Detail

18-Aug-10

Task Six:	Additional Description	Units
Transportation	State and Federal Primary and Secondary Roads - Classification, Parish Roads System, etc.	0
Direct Labor Costs and other compensation		Estimated hours
Principal		20
Senior Planner		32
Planner/GIS		8
Tech		3
		-
		-
		-
Total Personnel Compensation		63

Hourly Rate	Direct Cost per Task
102.00	2,040.00
53.00	1,696.00
50.00	400.00
34.00	102.00
-	-
-	-
-	-
-	-
4,238.00	4,238.00

Other Direct Costs

Mileage Costs	One way	Trips	Estimated Trips
Airfare and Car	1	1	2
	0	0	
	0	0	

@ \$ per Trip	Trip Costs
\$ 500.00	1,000.00

Per diem Costs	Estimated Travel Days
	4

Per Diem rate	Per diem costs
\$ 150.00	600.00

Contract Services or Materials Cost	Description	# items, or units
Charlier Associates		1
ARCADIS		1
		0
		0
		0
		0

Estimated Cost per Item	Services or Materials Cost
\$ 45,000.00	45,000.00
\$ 2,000.00	2,000.00
\$ -	-
\$ -	-
\$ -	-
\$ -	-

Total Services or Materials cost **47,000.00**

Total Direct Costs 52,838.00

Overhead Costs

Choose One Method

Rate X Direct Personnel hours

Overhead Cost	Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc	from Task One	-

Total Estimated Costs with rate x direct cost hours 52,838.00

Rate X % of Direct Labor Costs

Overhead Cost	Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc	from Task One	54.10%
		2,292.76

Total Estimated Costs with rate as a percent of Direct Labor Cost 55,130.76

Price Detail

Task:	Describe deliverable or work product	Units	869.24
Transportation		1	Profit

Offered Price per task completion \$56,000.00 x units **Total Offered Price \$ 56,000.00**

COST Component Detail

Task Seven:	Additional Description	Units
	Development of Strategy, Land Use/Zoning Recommendations, Transportation, etc	
Plan Recommendations		0
Direct Labor Costs and other compensation		Estimated hours
Principal		120
Senior Planner		150
Planner/GIS		32
Tech		51
		-
		-
Total Personnel Compensation		353

Hourly Rate	Direct Cost per Task
102.00	12,240.00
53.00	7,950.00
50.00	1,600.00
34.00	1,734.00
-	-
-	-
-	-
23,524.00	23,524.00

Other Direct Costs

Mileage Costs	One way	Trips	Estimated Trips
			2
Airfare and Car	1	1	
	0	0	
	0	0	

@ \$ per Trip	Trip Costs
\$ 500.00	1,000.00

Per diem Costs	Estimated Travel Days
	4

Per Diem rate	Per diem costs
\$ 150.00	600.00

Contract Services or Materials Cost	Description	# items, or units
ARCADIS		1
C.H. Fenstermaker		1
Chalter Associates		1
Dr. James Richardson		1
Code Studios		1
		0

Estimated Cost per item	Services or Materials Cost
\$ 10,000.00	10,000.00
\$ 5,000.00	5,000.00
\$ 4,000.00	4,000.00
\$ 3,000.00	3,000.00
\$ 7,500.00	7,500.00
\$ -	-
29,500.00	29,500.00

Total Services or Materials cost

Total Direct Costs

54,624.00

Overhead Costs

Choose One Method

Rate X Direct Personnel hours

Overhead Cost	Overhead Hourly Rate	Overhead Cost
Office supplies, services, rentals etc	from Task One	-

Total Estimated Costs with rate x direct cost hours

54,624.00

Rate X % of Direct Labor Costs

Overhead Cost	Percent of Direct Labor Cost	Overhead Cost
Office supplies, services, rentals etc	from Task One	54.10%
		12,726.48

Total Estimated Costs with rate as a percent of Direct Labor Cost

67,350.48

Price Detail

Task	Describe deliverable or work product	Units	Profit
Plan Recommendations		1	4,149.52

Offered Price per task completion \$71,500.00 x units

Total Offered Price

\$ 71,500.00