

**City of Central
State of Louisiana**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR CITY SERVICES**

1.0 Introduction

The City of Central (“CITY”) seeks proposals for the following services:

1. ADMINISTRATIVE SERVICES
2. FINANCIAL SERVICES
3. PUBLIC WORKS AND EMERGENCY SERVICES
4. PERMIT AND INSPECTION SERVICES
5. PLANNING AND ZONING SERVICES
6. ENGINEERING SERVICES
7. STORMWATER MANAGEMENT
8. CODE ENFORCEMENT

Exhibit A, provided at the end of this document, outlines the scope of services CITY is considering for public-private partnership(s).

Selected Contractor(s) will be responsible for providing all equipment, materials, office space and staffing for City Services. Equipment shall be available no later than one (1) business day following a request by CITY to perform any service within the Scope of Services attached as Exhibit A.

Selected Contractor(s) will be required to execute a contract substantially similar to the Sample Contract attached as Exhibit B. Contractor(s) will not be responsible for Animal Control, Fire Protection, Garbage Collection, Law Enforcement, Sewer Maintenance or Sales and Use Tax Collection; however, Contractor will be required to coordinate with the agencies and/or contractors responsible for providing the aforementioned services.

Respondents shall submit proposals on the Proposal Form attached as Exhibit E. Respondents may submit a proposal for Option 1, Option 2 or both. The services excluded in Option 2 will be bid by CITY for a three (3) year period and will be bid by successful Respondent prior to the June 30, 2014 expiration of contracts. Respondents may bid on any or all of the services excluded in Option 2.

A representative of Respondents must attend the Mandatory Pre-Proposal meeting on April 1, 2011 at 10:00 a.m. C.S.T. at Kristenwood Meeting Facility, 14025 Greenwell Springs Road, Greenwell Springs, Louisiana.

CITY reserves the right to modify or discontinue this Request for Qualifications and Proposals (“RFQ&P”) at any time without any obligation to any Respondent. All costs of preparation of proposals shall be borne by Respondents. CITY will not reimburse any expense incurred by any Respondent prior to the term of the contract.

Respondents must deliver an original and fifteen (15) copies of the Statement of Qualifications and Proposals and an electronic copy on a CD-ROM in PDF on or before April 29, 2011 at 2:00 p.m. C.S.T. in a sealed container plainly marked as follows:

**City of Central
ATTN: City Services Proposal
13421 Hooper Road, Suite 8
Central, Louisiana 70818-9200**

PROPOSALS RECEIVED FROM ENTITIES NOT REPRESENTED AT THE MANDATORY PRE-PROPOSAL MEETING OR AFTER THE DEADLINE WILL NOT BE CONSIDERED RESPONSIVE AND WILL NOT BE REVIEWED.

2.0 Background

The City of Central, incorporated on July 11, 2005, is a municipality with an area of approximately sixty-six (66) square miles situated between the Amite and Comite Rivers in East Baton Rouge Parish, Louisiana.

CITY is governed by the Lawrason Act, La. R.S. 33:381, *et seq.* CITY's elected Mayor is responsible for administration and its five member City Council is responsible for legislative functions including appropriation of funding for CITY services and oversight of Planning and Zoning. An elected Chief of Police and East Baton Rouge Parish Sheriff's Office provide law enforcement. CITY currently maintains office space to house its City Hall, the Police Department, Administrative Hearings and Mayor's Court. CITY currently has two full time employees responsible for assisting the Mayor and appointees who serve as City Clerk, Hearing Officer, City Attorney, City Prosecutor, the Planning and Zoning Commission, the Board of Adjustments and the Construction Board of Appeals.

Since March 3, 2008, services included within this RFQ&P have been delivered to the CITY's approximately 27,000 residents through a public-private partnership. CITY seeks to continue delivery of existing services and to expand services through one or more public-private partnership(s) as is determined to be efficient, reliable and cost effective.

CITY is a Phase 2 MS4 Co-permittee of East Baton Rouge Parish which is required by the Environmental Protection Agency ("EPA") to design programs to reduce the discharge of the pollutants to the maximum extent practicable, to protect water quality and to satisfy the appropriate water quality requirements of the Clean Air Act.

Additional information about the City of Central is available on CITY's website, www.centralgov.com.

3.0 Schedule

Activity	Description	Date	Calendar Days
Issuance of RFQ&P	RFQ&P advertisement in City's official journal, on City's website and in other publications begins	3/1/2011	Day 1
Mandatory Pre-Proposal Conference	Proposers attend meeting for discussion of RFQ&P process and scope of services	4/1/2011 at 10:00 a.m. C.S.T.	Day 31
Deadline for City to Issue Addenda, if required	Addenda to clarify RFQ&P, if necessary	4/19/2011	Day 49
RFQ&P Question Deadline	Respondents submit questions through email	4/22/2011	Day 52
City's Deadline to Respond to Questions	City posts questions and responses on City's website	4/27/2011	Day 57
Statements of Qualifications and Proposals Due	Respondents submit Statements of Qualifications and Proposals	4/29/2011	Day 59
Ranking of Respondents and Interviews	Selection Committee ranks Respondents and schedules and conducts interviews	5/9/2011	Day 69
Completion of Interviews and Recommendation to Council	Selection Committee recommends Contractor(s) to Mayor; Mayor recommends Contractor(s) to Council	5/19/2011	Day 79
Contract Execution and Mobilization	Contract executed, insurance and bonds provided by Contractor(s); Contractor begins receiving data and establishing systems	6/1/2011	Day 92
Contract Period Begins	5 year Contract begins	7/1/2011	Day 122

4.0 Mandatory Pre-Proposal Conference

A mandatory pre-bid conference will be conducted on April 1, 2011 at 10:00 a.m. C.S.T. at Kristenwood Meeting Facility, 14025 Greenwell Springs Road, Greenwell Springs, LA 70739-3303. Qualifications and Proposals will be accepted only from entities represented at the Mandatory Pre-Proposal Conference. Respondents' representatives will have the opportunity to ask questions of CITY's representatives concerning the RFP&Q during the conference.

5.0 Questions and Communications

To ensure a fair and objective evaluation of all Statements of Qualifications and Proposals, Respondents SHALL NOT initiate contact or communications with any elected or appointed official for CITY, CITY's employees or the Selection Committee regarding this RFP&Q until after the award of contract(s) or until this RFP&Q has been cancelled.

Questions concerning any portion of this RFP&Q shall be submitted via email to CentralRFP@gmail.com no later than 4:00 p.m. C.S.T. on April 22, 2011. All inquiries together with responses thereto will be posted on www.centralgov.com on or before April 27, 2011.

6.0 Procurement Process Objectives

CITY desires to accomplish certain financial, managerial and operational objectives and to provide CITY residents with reliable, responsive, and cost-effective services. CITY's objectives are to:

- Provide responsive and quality services to CITY and its residents.
- Meet established performance standards.
- Provide a high level of continuous customer satisfaction.
- Provide and utilize technologies and systems to ensure CITY has access to the most current tools and business processes for an effective and efficient municipal government.
- Administer all functions and services normally provided by a municipality to its citizens.
- Work in partnership with CITY's elected and appointed officials to develop and implement CITY's vision and objectives.

7.0 Evaluation Criteria

Legal and Financial Qualifications	Pass/Fail
Respondent is financially solvent	
Respondent is able to meet minimum insurance requirements of contract	
Respondent is able to meet minimum bonding requirements of contract	
Respondent has no conflict of interest with City	
NOTE: Respondent must receive a "Pass" rating in each category. A "Fail" rating in any category shall result in disqualification from consideration.	

Evaluation Criteria – Qualifications, Experience & Resources	Maximum Points
Type of organization, <i>i.e.</i> , single respondent, joint venture, prime contractor with subcontractor(s) relationship(s)	10
Number of Years in Business	10
Relevant Experience	35
Staff Resources	35
Information Technology Resources and Equipment	35
Transition Plan including Duration	25
Emergency and Catastrophic Response	25
Pricing	50
TOTAL	225

8.0 No Conflict of Interest

Respondent shall not have a real or perceived conflict of interest with CITY or its officials. A conflict of interest includes:

- Respondent is owned by an immediate family member of a CITY employee or elected official.
- Respondent or an owner of Respondent has a business relationship with an elected official or CITY employee.

Respondents are required to complete and submit the Declaration of No Conflict of Interest Form attached as Exhibit D with proposals.

9.0 Format for Responses

Submissions must be bound and printed on 8.5” x 11” paper. Additionally, an electronic copy on a CD-ROM in PDF shall be submitted.

The Statement of Qualifications shall be organized in the following manner:

A. Cover Letter Executive Summary—Identification of Respondent

- Respondent’s name, address, and telephone number.
- Name of a single key contact person and contact information including telephone numbers and e-mail address.
- Identify how long Respondent has been in business.

- Description of Respondent's structure, *i.e.*, single entity, consortium, joint venture, prime contractor with subcontractors, etc. If Respondent is a consortium, joint venture or prime contractor with subcontractors, describe prior business and working relationships with other entities.
- If Respondent is other than a single entity, describe how Respondent would respond to a situation where Respondent no longer had the participation of one or more entities or subcontractors.

B. Contractor's Qualifications and Experience

- Describe Respondent's relevant experience with projects having a similar scope of services other than performing services for CITY. Respondent should list experience with Administrative Services, Financial Services, Public Works and Emergency Services, Permit and Inspection Services, Planning and Zoning Services, Engineering Services or Code Enforcement Services.
- For each project listed as relevant experience within the past five (5) years, provide a listing in table format of project references including project name, client contact and phone number, brief description of project, annual contract value, and number of employees.
- Describe any other applicable experience including transition and startup activities for a government agency program.
- Identify any projects within the past five (5) years where Respondent or any subsidiary or related entity has been terminated prior to the end of the contract term. Please give an explanation of the reasons for termination.

C. Resumés

- Provide resumés of key individuals who will be responsible for administration of services and describe their roles and relevant experience.
- Describe procedure for replacing key individuals.

D. Information Technology Resources and Equipment

- List information technology resources including software and hardware which will be available for provision of services in addition to those required by the Scope of Services.
- List information technology resources and equipment which are owned by Respondent and those which will be acquired prior to performing services.
- List information technology resources and equipment which will be solely dedicated to CITY.
- List information technology resources which would be shared with Respondent's other clients or customers.

- Explain Respondent's ability to access additional information technology resources during heavy work periods and during emergency or catastrophic situations.
- If Respondent is other than a single entity, indicate how Respondent would replace some or all of the information technology resources if any entity was to reorganize or terminate.

E. Equipment and Resources Other Than for Information Technology Resources and Equipment

- List equipment owned by Respondent to be used to provide services and list equipment to be acquired prior to performing services.
- List equipment which will be solely dedicated to CITY.
- List equipment which would be shared with Respondent's other clients and customers.
- Explain Respondent's ability to access additional resources other than information technology resources during heavy work periods and during emergency or catastrophic situations.
- If Respondent is other than a single entity, indicate how Respondent would replace some or all of the resources if any entity was to reorganize or terminate.

F. Insurance and Bond

- Respondent must submit proof of ability to secure all of the insurance coverage required in the Sample Contract attached as Exhibit B.
- Respondent must submit proof of ability to secure the bonds required in the Sample Contract attached as Exhibit B.

G. Proposals

- Respondent will receive as compensation for Permit and Inspection Services the permit fees collected. Exhibit C shows historical information regarding permit fees and the current schedule of fees. A proposed ordinance to amend this schedule of fees is scheduled for consideration by the Council on March 10, 2011. If adopted, the amended schedule of fees will become effective prior to commencement of Contract.
- Respondents submitting proposals for Option 1 shall submit prices for services other than Permit and Inspection Services on the Proposal Form attached as Exhibit E.
- Respondents submitting proposals for Option 2 shall submit prices for services other than Permit and Inspection Services and the list of services excluded.

H. Contract

- Respondent shall agree to execute a contract substantially similar to the Sample Contract attached as Exhibit B.
- All documents requiring a signature shall be signed by an individual authorized to bind the Respondent. Evidence of authority shall be attached.

Exhibit A
Scope of Services

CITY's desired scope of services includes but is not limited to the following:

1. ADMINISTRATIVE SERVICES

CONTRACTOR shall procure appropriate licensure for the following software to perform Administrative and Financial Services:

- A. **GBA Master Series** (used for Public Works to produce work orders and track Public Works related jobs);
- B. **Tyler Incode** (used to track all Finances/Accounting, specifically deposits, writing checks, journal entries or accruals, inventory of fixed assets, general ledger and processing and tracking of Occupational Licenses);
- C. **Accela** software package (used for tracking Permitting and Inspection as part of the Community Development package);
- D. **Microsoft Windows XP Professional**;
- E. **Microsoft Office 2007 Professional** (or a more recent version) products (Word, Excel, PowerPoint, etc.);
- F. **ESRI GIS** software; and
- G. **Adobe Acrobat 8 Professional** (or or a more recent version).

In the event CONTRACTOR desires to use software other than those specified above, CONTRACTOR shall provide a written request to CITY with the reasons for changing software and detailing the plan for transitioning data which shall be subject to CITY's approval. No changes in software listed herein shall be made prior to July 1, 2012.

1.1 CAPITAL PROGRAM ADMINISTRATION

1.1.1 CONTRACTOR shall coordinate with the designated CITY representatives to assist in developing a capital improvement program for CITY and obtaining funds and/or financing for such projects, and identify, assist and facilitate grant applications and submissions.

1.1.1.1 As directed by CITY, CONTRACTOR shall formulate recommendations to administer and implement CITY's approved capital improvement program and related financing.

1.2 FORECASTING AND POLICY IMPLEMENTATION

1.2.1 CONTRACTOR shall assist CITY in the preparation of detailed financial forecasts and analyses, research current and likely future trends impacting CITY as identified and agreed upon by CITY, and assist CITY in

coordinating with other public agencies to prepare the detailed financial forecasts and analyses.

1.2.2 CONTRACTOR shall assist CITY's staff in preparing oral presentations of the financial forecasts and analyses for City Council and the Mayor, and assist CITY's staff in preparing a web upload of the presentations.

1.2.3 CONTRACTOR shall, as directed by CITY staff, prepare plans and procedures to ensure implementation of City Council policies and directives, and prepare status reports to advise CITY of the progress and results of public policy implementation.

1.3 CONTRACT ADMINISTRATION

1.3.1 CONTRACTOR shall assist CITY in negotiating CITY contracts with third parties for maintenance and advise CITY on the status of contract negotiations and contract provisions and their impacts on CITY, as specifically directed by the CITY.

1.3.2 CONTRACTOR shall administer CITY's contracts with third parties, as specifically directed by CITY. CITY shall provide copies of all previously executed contracts to CONTRACTOR which CONTRACTOR is to administer at beginning of said Contract period. Administration shall include monitoring contract amendments, obtaining applicable insurance certificates and monitoring progress of services provided.

1.3.3 CONTRACTOR shall make recommendations on contract approval, rejection, amendment, renewal and cancellation, as directed by the CITY.

1.4 COMMUNICATIONS AND PUBLIC RELATIONS

1.4.1 CONTRACTOR shall provide the primary personal response for in-person inquiries, multiple phone lines and emails at the customer service location to direct customers to the appropriate department or official. In the event call volumes and/or emails exceed capacity of the customer service location, incoming calls and emails may be forwarded to automated response system; however, all customer inquiries shall be responded to at the earliest opportunity but in no event longer than one (1) business day from receipt of communication. CONTRACTOR shall expand capacity of customer service center as necessary to handle increased volume. After CITY's business hours, CONTRACTOR shall provide answering service equipped with emergency contact information.

1.4.2 CONTRACTOR shall retain all public records in digital form as directed by CITY, make public records available for inspection by the public and respond to all public records requests in conformance with Louisiana law,

collect related fees in accordance with CITY's fee schedule, and remit funds to CITY.

- 1.4.3 CONTRACTOR shall provide a central location for the storage of CITY's public records and other records in accordance with Louisiana law.
- 1.4.4 For public records, CONTRACTOR shall design storage strategies and systems sufficient to protect the integrity of the documents and protect the completeness of public records in accordance with the requirements of State law and CITY policies by storing backups of electronic files on an off-site server.
- 1.4.5 CONTRACTOR shall maintain continuous dialog and communications with CITY residents with timely updates, as directed by the Mayor or his designee. All mass communications to CITY's residents or media on CITY's behalf shall be approved by CITY.
- 1.4.6 CONTRACTOR shall document important CITY events for future use on CITY website and in electronic materials, make electronic copies of forms, newsletters, and Annual Reports available for downloading from CITY's website as directed by CITY, and publish by electronic means communication reports and other similar documents for staff and public presentation, as directed by CITY.
- 1.4.7 CONTRACTOR shall prepare correspondence regarding CITY affairs as directed and approved by the Mayor and prepare and distribute various media presentations of CITY programs to CITY staff and general public, as approved by CITY.
- 1.4.8 CONTRACTOR shall establish and maintain internet based application to allow for electronic filing of applications for permits and other CITY services via CITY's website and via facsimile, and implement a credit card program to allow the public to pay for services online with a surcharge for credit card use. Surcharge fees to be set by the City Council.
- 1.4.9 CONTRACTOR shall coordinate requests from citizens to appropriate CITY, parish or State departments, follow up on the requests and prepare a monthly report for CITY which shall include date each request was received, date forwarded and to whom, date and description of follow-up action and date resolved.
- 1.4.10 CONTRACTOR shall annually review and update policies and procedures to provide for compliance with laws related to bidding, contracting and purchasing as set forth in applicable CITY ordinances and Louisiana law by examining the applicable laws and developing procedures for bidding, contracting, and procurement processes.

1.4.11 CONTRACTOR shall annually review and update the crisis communications plan to ensure CITY is prepared to communicate with the public, media and other government agencies in the event of a crisis.

1.4.12 CONTRACTOR shall annually review and update the emergency preparedness plan which shall include all activities necessary for CITY to operate and oversee all aspects of an emergency preparedness plan with local, State and federal agencies for debris removal, roadway access, flood prevention and safe, operable utilities.

1.5 DEPARTMENTAL SUPPORT

1.5.1 CONTRACTOR shall provide administrative and clerical support for all CITY functions and departments covered by CONTRACT including the Public Works Department, Planning and Zoning Office, Permitting and Inspection, Code Enforcement and General Administrative Services. Administrative support shall include assisting each department with its respective operations by answering the phone, greeting customers (reception services), filing, preparing correspondence and performing all other administrative tasks necessary for efficient operation of CITY.

1.5.2 CONTRACTOR shall provide administrative and clerical support for administrative hearings and Mayor's Court.

1.5.3 As directed by CITY, CONTRACTOR shall prepare for, prepare materials for, and attend all City Council meetings, Planning and Zoning meetings, Board of Adjustment meetings, Construction Board of Appeals meetings, hearings, and agenda meetings, and respond to public inquires. CONTRACTOR shall forward for publication in Official Journal and post on CITY's website all required meeting notices, minutes, ordinances and hearing notices.

1.5.4 CONTRACTOR shall codify CITY's ordinances and update quarterly and post CITY code and other ordinances and resolutions on CITY's website.

1.6 INFORMATION TECHNOLOGY, WEBSITE MAINTENANCE AND TECHNOLOGY SUPPORT

1.6.1 CONTRACTOR shall provide, install and maintain computerized network system software and hardware which at the time of installation is sufficient to efficiently manage CITY's computing needs for Scope of Services. CONTRACTOR shall provide, install and maintain a network cabling/data line system sufficient for communications, networking, and data sharing for Central Municipal Services Building.

- 1.6.2 The implementation of the computerized network system shall be complete and in use on July 1, 2011.
- 1.6.3 CONTRACTOR shall provide a centralized domain network that at the time of installation is sufficient to handle future growth and technologies of CITY.
- 1.6.4 CONTRACTOR shall provide, install, configure and maintain a system as required to provide data security at CONTRACTOR's business office, to maximize performance, mitigate against data loss, and minimize potential down time, assist with maintaining data security and preventing corruption with a nightly backup and the ability to restore data from a central location, and maintain backups at offsite storage locations approved by the Mayor.
- 1.6.5 CONTRACTOR shall provide, install, configure and maintain the necessary computer workstations and printers for CONTRACTOR and subcontractor staff, maintain software and hardware uniformity and interchangeability among users, and provide, install and maintain a telephone system within the Central Municipal Services Building with sufficient lines and features to handle incoming call volume.
- 1.6.6 CONTRACTOR shall provide elected officials and CITY employees with Internet and email for internal and external communications and software to support common contact lists and scheduling.
- 1.6.7 CONTRACTOR shall archive emails, contact lists and calendars in compliance with applicable law and retention schedules approved by the Secretary of State.
- 1.6.8 CONTRACTOR shall provide and maintain an application server to store and manage required data, provide and maintain access to data for CITY's officials, employees and designated Contractors as necessary, and facilitate the transfer of data to CITY, Contractors and other agencies and in response to public records requests, as necessary.
- 1.6.9 CONTRACTOR shall facilitate the transfer of data, records, or other materials from federal, State and local agencies as necessary for the operation of CITY.
- 1.6.10 CONTRACTOR shall maintain a database to manage CITY's occupational licenses, business licenses and community development functions.
- 1.6.11 CONTRACTOR shall host CITY's website with content to be approved by CITY. CITY's website shall be updated on a regular basis, not less than

weekly, and shall contain: CITY contact information; statistics; history; department and facility descriptions; non-interactive GIS data: schedules and agendas for Council meetings, Planning and Zoning Commission, Board of Adjustments and committee meetings; agenda packages, minutes and notices; CITY codes; pictures, and video images; links to other websites as approved by CITY; and other materials as directed by CITY and required by applicable CITY ordinances and Louisiana law.

1.7 GEOGRAPHIC INFORMATION SYSTEM (GIS)

- 1.7.1 With the exceptions of aerial and topographic mapping, CONTRACTOR shall maintain all GIS information for CITY, and maintain existing maps and the necessary documentation for the maintenance, retrieval, reproduction and storage of the GIS information. GIS information shall include mapping of water and sewer lines and all infrastructures within CITY. GIS information shall be updated not less than monthly.
- 1.7.2 Core elements of the GIS database shall be in place to allow CITY staff to store and access GIS files and data. CONTRACTOR shall provide up-to-date GIS-related information and/or data in response to requests and needs of CITY personnel, and publish current GIS maps on CITY website in PDF for citizens' use.
- 1.7.3 CONTRACTOR shall develop and maintain existing and future CITY address list and database for use by CITY and CONTRACTOR's employees, the City of Baton Rouge and Parish of East Baton Rouge, and the State Department of Revenue to assist CITY with obtaining local and shared revenues and other uses. The database shall include house numbers.

1.8 GRANT ASSISTANCE

- 1.8.1 CONTRACTOR shall assist CITY in identifying available funding from federal, state or other grants.
- 1.8.2 CONTRACTOR shall assist in preparation of applications for grants.
- 1.8.3 CONTRACTOR shall provide required documentation and reporting to grantors.
- 1.8.4 CONTRACTOR shall assist CITY in procurement of materials or supplies in accordance with grant requirements.

2. FINANCIAL SERVICES

- 2.1 CONTRACTOR shall follow the procedures and maintain such records as required by State law and CITY ordinances, CITY's Director of Finance, CITY's

auditors and policies established by CITY for management of CITY funds as set forth in the Scope of Services.

- 2.2 CONTRACTOR shall support and assist CITY's Finance Director with finance functions, and coordinate and liaise with local, State and federal agencies charged with the collection and disbursement of taxes, assessments, fees, charges, and other impositions for the collection of revenue due CITY.
- 2.3 CONTRACTOR shall administer the existing processes for fees, charges, and miscellaneous revenues pertaining to franchise fees, private enterprises and individuals including but not limited to business licenses, alcoholic beverage licenses, franchises, and other taxes and fees lawfully enacted by CITY.
- 2.4 CONTRACTOR shall recommend to CITY and implement enforcement actions to induce payment of existing taxes, assessments, fees, charges or other impositions due CITY in accordance with CITY ordinances, Louisiana law and approved policies and procedures.
- 2.5 FUND ACCOUNTING – SUBJECT TO CITY APPROVAL AND VALIDATION
 - 2.5.1 CONTRACTOR shall maintain a Fund Accounting System in accordance with the Governmental Accounting Standards Board (“GASB”) and Generally Accepted Accounting Practices (“GAAP”), and prepare and distribute monthly management reports and other financial reports as required by applicable law.
 - 2.5.2 CONTRACTOR shall prepare monthly financial reports showing revenues and expenses to date in comparison with budget projections and submit reports to CITY no later than fifty (50) days following the last day of the month.
 - 2.5.3 CONTRACTOR shall maintain and administer the accounts receivable to enable the timely receipt of revenue.
 - 2.5.4 CONTRACTOR shall maintain and administer the purchase order and accounts payable systems to ensure payment of obligations in a timely manner when necessary funds are made available by CITY.
- 2.6 OTHER ACCOUNTING – SUBJECT TO CITY APPROVAL AND VALIDATION
 - 2.6.1 General Fixed Asset Accounting – CONTRACTOR shall account for and maintain an inventory of CITY assets, in accordance with GASB, that are constructed, purchased or donated to CITY.
 - 2.6.2 Grant Accounting – CONTRACTOR shall account for and maintain all required records for grants.

2.7 BUDGETING

2.7.1 CONTRACTOR shall provide necessary materials to CITY's Director of Finance and CITY departments for the preparation, amendment and presentation of annual budgets, assist in the preparation of annual budgets, and attend all required meetings and hearings relative to the budgets. Materials shall be presented in oral, print, multimedia and/or web-based forms as directed by CITY. Budgets shall be prepared in accordance with the Louisiana Local Government Budget Act ("LGBA").

2.8 ANNUAL FINANCIAL STATEMENTS

2.8.1 CONTRACTOR shall assist CITY's Director of Finance and CITY's Auditor in the preparation of CITY's Comprehensive Annual Financial Report ("CAFR") in accordance with GAAP.

2.9 PURCHASING

2.9.1 CONTRACTOR shall assist in the consistent implementation of approved procurement policies and procedures consistent with ordinances, State laws and rules and regulations, and in the selection of vendors. CONTRACTOR shall participate in cooperative purchasing when determined to be in the best interests of CITY and as directed by CITY.

2.9.2 CONTRACTOR shall prepare Requests for Qualifications and/or Proposals to be distributed to potential vendors and suppliers for services as directed by CITY and in accordance with applicable procurement policies and procedures and state law, and obtain quotes and prepare bid documents for procurement of supplies in accordance with Louisiana law as directed by CITY.

3. PUBLIC WORKS

PUBLIC WORKS shall include field services, traffic services, storm water services and construction inspection. CONTRACTOR shall provide for ordinary maintenance of CITY assets and infrastructure.

CONTRACTOR shall provide weekly and annual reports of all PUBLIC WORKS services performed which shall include the type of service, location or address of service site, description of the work performed and date completed. All reports shall be maintained by CONTRACTOR for a period of at least three (3) years.

CONTRACTOR shall incorporate into the maintenance schedule any maintenance request requested by CITY or reported to CONTRACTOR.

3.1 DRAINAGE MAINTENANCE

3.1.1 Drainage System

CONTRACTOR shall maintain roadway drainage systems along approximately 275 miles of CITY owned roadways within CITY by cleaning or repairing catch basins and cleaning roadside ditches to facilitate proper drainage including erosion control, removal of silting in pipes and box culverts, catch basin repair and replacement, and removing debris from bridge or box culverts. CONTRACTOR shall repair grading to proper level and set elevations of new drainage structures. CONTRACTOR shall inspect and schedule necessary repairs as required. A list of State and Parish roads which are not required to be maintained by CONTRACTOR is available on CITY's website, www.centralgov.com.

3.1.2 Off-Road Drainage

CONTRACTOR shall provide personnel and equipment to maintain approximately twenty (20) acres of off-road drainage right-of-ways and drainage servitudes draining all recognized subdivisions within CITY, as directed by the Mayor or his designee.

3.2 GRASS CUTTING AND WEED CONTROL

CONTRACTOR shall maintain roadside ditches and medians which shall include but not be limited to the public right-of-ways adjacent to CITY owned roadways and on CITY's entry ways (Hooper Road and Greenwell Springs Road and medians). All litter and debris shall be removed from roadside ditches and medians prior to mowing. Grass areas shall be kept neat at all times with grass cut and vegetation trimmed. Areas around all sign poles, curbs and barriers shall be trimmed. CONTRACTOR shall mow all areas listed on the CITY's website, www.centralgov.com at least monthly from April 1st through November 30th. From December 1st through March 30th, grass shall be mowed, vegetation trimmed and litter removed on an as needed basis. CONTRACTOR shall inspect visibility within sight triangles at intersection right-of-ways monthly and perform any maintenance necessary to preserve visibility of traffic signs and signals. CONTRACTOR shall maintain other CITY owned right-of-ways as requested.

CONTRACTOR may, with CITY's approval, use herbicide treatment on the street right-of-ways, drainage ditches, and around street traffic poles and guard rail barriers within CITY.

3.3 LITTER CONTROL

CONTRACTOR shall assign personnel to inspect roads and right-of-ways for litter and debris, and shall remove litter and debris from CITY's roads and right-of-ways at least monthly.

CONTRACTOR shall remove nonconforming signs on public right-of-ways and from sign posts and telephone poles in accordance with CITY's ordinances.

CONTRACTOR shall report any excessive litter or debris on Parish or State highways to the appropriate officials.

3.4 BRIDGE ASSESSMENT AND MINOR REPAIRS

CONTRACTOR shall assess bridges within CITY as directed by the Mayor or his designee, recommend repairs or scheduled replacements through coordinated meetings with State and local officials, and make minor repairs such as guard rails replacement or barriers.

3.5 ROADWAY REPAIRS

CONTRACTOR shall maintain an estimated 275 miles of roadways within CITY including streets, concrete, curbs and gutters. Maintenance shall include concrete, curb and gutter repairs, pothole repairs and non-roadway patching within CITY's right-of-ways. All pothole repairs shall be squared off as much as possible and properly filled in with an asphalt hot mix material and compacted. When asphalt mix is not readily available due to weather conditions, CONTRACTOR shall have a cold mix product available for pothole repair.

CONTRACTOR shall inspect roadways at least monthly in the course of doing other work and shall make necessary repairs to roadways in response to calls and in response to observed conditions on an as needed basis and shall report any necessary roadway repairs of State and Parish highways to the appropriate officials.

3.6 ROADWAY STRIPING

CONTRACTOR shall be responsible for roadway striping within CITY, maintaining existing pavement raised markers and pavement markings to appropriate standards, and stripe approximately 100,000 linear feet of roadway per year. All striping shall be 90 ml thermoplastic painting.

3.7 SIGN MAINTENANCE

CONTRACTOR shall maintain all street and traffic control signs adjacent to CITY roadways or within CITY right-of-ways. CONTRACTOR may straighten

signs when feasible but shall replace any sign which cannot be straightened. All street and traffic control signs shall comply with the most recently adopted edition of the MUTCD (Manual on Uniform Traffic Control Devices) at time of installation.

CONTRACTOR shall inspect street and traffic control signs at least once every two weeks and take necessary steps to repair or replace any damaged signs. CONTRACTOR shall report any damage to signs located on Parish or State highways to the appropriate officials.

3.8 SPECIAL SERVICES

CONTRACTOR shall provide personnel and equipment to perform special services such as hanging banners and decorations for special events within CITY as directed by the Mayor or his designee.

3.9 TRAFFIC SIGNALS

CONTRACTOR shall maintain and repair all (currently approximately four (4)) flashing warning beacons and all (currently approximately thirteen (13)) school zone signals along streets within CITY (including State and Parish highways). CONTRACTOR shall not be responsible for maintenance of other types of traffic signals. In the event that a new type of traffic signal is located on a roadway maintained by CITY, CITY will make provisions for maintenance.

3.9.1 CONTRACTOR shall report any observed traffic signal located on a State or Parish highway in need of repair to the appropriate officials.

3.9.2 CONTRACTOR shall designate an individual to be on call twenty-four (24) hours per day, seven (7) days per week for replacement of intersectional traffic control signs, *i.e.*, STOP, YIELD, DO NOT ENTER, ONE-WAY and other similar signs.

3.10 UTILITY COORDINATION

CONTRACTOR shall maintain existing and new permits for curb cuts and utility work within CITY's right-of-ways and private use right-of-ways, coordinate with local utility providers with respect to work within CITY's right-of-ways, and respond to citizen requests concerning construction projects.

3.11 EMERGENCY SERVICES

3.11.1 CONTRACTOR shall provide for emergency and catastrophic response services including but not limited to repairing CITY assets and infrastructure, clearing roads, sanding streets and removing debris from CITY's roadways and drainage. Emergency services are any non-routine

or non-repetitive activities required for operational continuity, safety, and performance generally resulting from the failure of or the need to avert a failure of CITY assets, infrastructure or some component thereof. CONTRACTOR shall prepare as soon as practical a Plan of Action to respond to emergencies.

- 3.11.2 CONTRACTOR shall prepare for and respond to natural and man-made debris generating events including but not limited to storms or other inclement weather. For any emergency not declared as a state of emergency by the Governor of Louisiana or federal government, CONTRACTOR shall be solely responsible for debris removal.
- 3.11.3 For clean-up in any declared state of emergency by the Governor of Louisiana or federal government, CONTRACTOR shall be responsible for preparing bidding documents and administering the bidding process, coordinating and administering services with other contractors. CONTRACTOR shall coordinate with the Mayor or CITY's designees to coordinate between State and federal agencies assisting with repairs and debris removal. CONTRACTOR shall assist CITY in disaster debris operations by clearing and disposing of debris deposited in CITY's roadways and drainage throughout CITY.
- 3.11.4 CONTRACTOR shall provide the Mayor and other individuals designated by CITY with contact information for emergencies which arise outside of normal business hours. CONTRACTOR shall respond to emergency situations obstructing roadways or drainage as directed by the Mayor or other designees within two (2) hours and provide an evaluation of any reported emergency after assessing the situation. If the situation is determined to be a threat to public health and/or safety, CONTRACTOR shall take immediate action to mitigate and/or remediate the situation by instituting hazard avoidance measures such as barricading the area and initiating remediation.
- 3.11.5 PARTIES further agree that CONTRACTOR is authorized pursuant to the CONTRACT to immediately perform emergency repairs or secure emergency site for subsequent repairs and to take appropriate steps to insure public safety under the circumstances. CONTRACTOR agrees to provide notice to CITY of emergency repairs in no event later than twenty-four (24) hours after emergency repairs are necessary. CONTRACTOR agrees to abide by and comply with the applicable laws including Louisiana Public Bid Law. CONTRACTOR shall invoice CITY on the next roll over billing cycle at the completion of the emergency services or repairs. Payment for agreed upon emergency services rendered shall be on the following fixed price basis as invoiced by CONTRACTOR and shall be payable by CITY within thirty (30) calendar days after invoice is submitted to CITY:

CREW RATES (does not include equipment and materials)

Basic Labor - \$[*To Be Completed*] per hour
(Equivalent 4-man crew hourly rate, during normal working hours)

After-hour/Emergency Labor - \$[*To Be Completed*] per hour
(Equivalent 4-man crew hourly rate, outside of normal working hours)

Normal working hours are eight (8) hours per day on weekdays, excluding holidays.

3.11.6 In the event CITY is eligible for reimbursement by any state or federal agency for the cost of any emergency services performed by CONTRACTOR, CONTRACTOR agrees to prepare all required documentation and to assist CITY in obtaining reimbursement.

4. PERMIT AND INSPECTION SERVICES

4.1 CONTRACTOR shall establish a working relationship with the Planning and Zoning Commission, Board of Adjustments and Construction Board of Appeals.

4.2 CONTRACTOR shall establish a working relationship with local fire departments and State Fire Marshall.

4.3 CONTRACTOR shall establish a working relationship with East Baton Rouge Parish and Louisiana Department of Public Health.

4.4 CONTRACTOR shall establish and staff a customer service office within CITY limits in a location approved by the Mayor for accepting applications and processing permits.

4.4.1 RESIDENTIAL PLAN REVIEW

4.4.1.1 Permits and plan review for all new residential construction including houses and accessory structures shall be completed within five business days of receipt of plans.

4.4.2 COMMERCIAL PLAN REVIEW

4.4.2.1 Permits and plan review for all new commercial projects with a valuation up to two million dollars (\$2,000,000) shall be completed within ten (10) business days of receipt of plans. State Fire Marshall review letter shall be obtained within the same period.

4.4.2.2 Permits and plan review for all new commercial projects with a valuation over two million dollars (\$2,000,000) but not exceeding twenty million dollars (\$20,000,000) shall be completed within twenty (20) working days of receipt of plans. Fire Marshall review letter shall be obtained within the same period.

4.4.2.3 Permits and plan review for all new commercial projects with a valuation over twenty million dollars (\$20,000,000) shall be completed within thirty (30) working days of receipt of plans. Fire Marshall review letter shall be obtained within the same period.

4.4.3 INSPECTIONS

4.4.3.1 All inspection requests made prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.

4.4.3.2 Inspections may be scheduled by calling in the request to the permit office on the approved facsimile form or by an electronic notice system.

4.4.3.3 Permits shall be issued at the customer service location issued by fax and via an electronic system.

4.5 CONTRACTOR shall organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by CITY Ordinance No. 2010-10. Exhibit C is the current schedule which may be amended.

4.6 CONTRACTOR shall issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable codes including current International Building Code (“IBC”), International Residential Code (“IRC”), Unified Development Code (“UDC”), Louisiana law and CITY ordinances.

4.7 CONTRACTOR shall ensure that all construction activities are permitted and inspected in strict conformance with CITY’s codes and ordinances.

4.8 CONTRACTOR shall make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable CITY ordinances, codes and Louisiana laws. Inspections shall include excavation, subsurface drainage, inlets and manholes construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.

- 4.9 CONTRACTOR shall provide assistance in reviewing construction plans submitted by developers to CITY's Planning and Zoning Department.
- 4.10 CONTRACTOR shall review and issue all occupancy permits for Residential and Commercial uses. All said occupancies are to follow all local and state building codes to include all guidelines set by the UDC, Department of Public Health, State Fire Marshall, local fire department and Alcohol and Beverage Control. Issuance of all permits shall include new construction, soil erosion, sedimentation control, additions, remodeling, fence permits, pool permits, manufactured homes and modular homes.
- 4.11 CONTRACTOR shall issue trade permits and conduct inspections for the following trades: plumbing, mechanical, electrical and building. All inspections shall include but are not limited to slab rough-ins, wall and ceiling rough-ins, trim outs and finals.
- 4.12 CONTRACTOR shall review and approve plans and issue permits for all signs within CITY.

5. PLANNING AND ZONING SERVICES

- 5.1 CONTRACTOR shall establish a working relationship with the City Planner and Economic Development Consultant.
- 5.2 CONTRACTOR shall develop, implement, manage and conduct planning and zoning activities for CITY.
 - 5.2.1 CONTRACTOR shall process applications, develop agendas, publish notices, prepare and deliver packets to the Planning and Zoning Commission.
 - 5.2.2 The Planning and Zoning Manager shall attend all meetings, record, and transcribe all Planning and Zoning and Board of Adjustments meetings. Monthly reports shall be presented to the Planning and Zoning Commissioners prior to the monthly scheduled meetings. Planning staff shall be prepared to discuss items as requested by Commissioners. Reports shall include but not be limited to all subdivisions of construction site visits, number of building permits issued, etc.
- 5.3 CONTRACTOR shall provide information concerning zoning and building codes to the general public, builders, developers, Mayor, City Council and Planning and Zoning Commission.
- 5.4 CONTRACTOR shall develop and recommend policies and procedures for all Planning and Zoning activities.

- 5.5 CONTRACTOR shall oversee development and use of Land Use Maps and Zoning Maps.
- 5.6 CONTRACTOR shall establish and maintain municipal addressing system.
 - 5.6.1 CONTRACTOR shall issue new addresses and provide current addresses as requested.
 - 5.6.2 CONTRACTOR shall transmit new addresses with corresponding maps to Geographic Information System, United States Postal Service, East Baton Rouge Parish Assessor, East Baton Rouge Parish Registrar of Voters and 911 Emergency System.
- 5.7 CONTRACTOR shall develop, implement, manage and conduct Board of Adjustment activities for CITY.
 - 5.7.1 CONTRACTOR shall process applications, develop agendas, prepare and deliver packets for Board of Adjustments meetings.
 - 5.7.2 CONTRACTOR shall attend, record, and transcribe all Board of Adjustments meetings.
- 5.8 CONTRACTOR shall review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
- 5.9 CONTRACTOR shall review setbacks and zoning for all commercial and residential building permits.
- 5.10 CONTRACTOR shall review and approve commercial and residential plans.
 - 5.10.1 CONTRACTOR shall Review construction plans submitted to ensure compliance with the Uniform Development Code and all local and state building codes. All Residential permits shall be issued within one (1) week of receipt of all required documentation. All commercial permits under two million dollars (\$2,000,000) in valuation shall be issued within one (1) week of receipt of all required documentation. Commercial permits over two million dollars (\$2,000,000) in valuation shall be issued within four (4) weeks of receipt of all required documentation.
 - 5.10.2 CONTRACTOR shall review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
- 5.11 CONTRACTOR shall assist CITY with updating the Unified Development Code, Zoning Code and Subdivision Regulations.

6. ENGINEERING SERVICES

The following services shall be performed by individual(s) licensed in the State of Louisiana as civil engineer(s). Engineer(s) shall be available to be on-site during normal business hours within one (1) hour of a request. Engineer(s) shall be familiar with CITY's zoning and building codes and shall have expertise in drainage, sewer and traffic. Engineer(s) shall be available for site visits and shall attend Planning and Zoning Commission meetings and City Council meetings as necessary.

6.1 FLOODPLAIN MANAGEMENT

6.1.1 Certified Floodplain Manager or Engineer shall determine Floodzone and base flood elevation for all proposed structures.

6.1.2 Review, approve and maintain records of Elevation Certificates.

6.2 COMMUNITY RATING SYSTEM

6.2.1 Maintain records to meet compliance regulations.

6.2.2 Coordinate with FEMA for Community Assistance Visits and annual reporting to maintain and improve CITY's Rating System rating.

6.3 CONSTRUCTION PLAN REVIEW AND APPROVAL

6.3.1 Review and approve Preliminary Construction Plans.

6.3.1.1 Make initial site visits prior to the pre-application meetings.

6.3.1.2 Advise applicants concerning impact of proposed development on drainage, traffic and sewer.

6.3.1.3 Attend Development Review Committee meetings.

6.3.2 Review Drainage Impact Study and Water Quality Impact Studies.

6.3.3 Prepare report of compliance for inclusion in recommendations to the Planning and Zoning Commission.

6.3.4 Review and approve final construction documents.

6.3.5 Coordinate and facilitate a Pre-Construction Conference between Department of Public Works, contractors and developers.

6.4 APPROVAL AND INSPECTION OF ALL LAND DEVELOPMENT

6.4.1 Issuance of Land Disturbance Permits and inspection of earthwork disturbances.

6.4.2 Issuance of Tree Removal Permits and site inspections.

7. STORMWATER MANAGEMENT

7.1. CONTRACTOR shall be responsible for inspection of Best Management Practices on construction sites.

7.2. CONTRACTOR shall be responsible for annual reporting of Stormwater Management practices to meet all local, State and federal regulations regarding CITY's compliance as an MS4 co-permittee with the Parish of East Baton Rouge.

7.3. CONTRACTOR shall review and approve Stormwater Pollution Prevention Plans ("SWPPP").

7.4. CONTRACTOR shall assist CITY with compliance with the Clean Water Act and associated federal and State regulations requiring construction site operators engaged in clearing, grading, and excavating activities that disturb one acre or more, including smaller sites in a larger common plan of development or sale, to obtain coverage under a National Pollutant Discharge Elimination System ("NPDES") permit for their stormwater discharges. The CITY is required by Environmental Protection Agency ("EPA") to design programs to:

1. Reduce the discharge of pollutants to the "maximum extent practicable" (MEP).
2. Protect water quality.
3. Ensure compliance with the appropriate water quality requirements of the Clean Water Act.

7.5. CONTRACTOR shall assist CITY in preparing and implementing the required Storm Water Management Plan ("SWMP") describing implementation of the following six minimum control measures with recommended tracking software (MS4 Permit Manager by CBI Systems, LTD, www.cbisystems.com):

1. Public Education and Outreach regarding Clean Water Act
2. Illicit Discharge Detection and Elimination
3. Construction Site Runoff Control
4. Post Construction Site Runoff Control
5. Pollution Control and Good Housekeeping

- 7.6. CONTRACTOR shall assist CITY in preparing the required Annual Report to be submitted to EPA and the City/Parish of Baton Rouge that includes the following:
1. Description of the status of compliance with permit conditions and measurable goals.
 2. Progress report on implementing storm water programs and reducing pollutants to Maximum Extent Practicable (“MEP”).
 3. Describe planned activities and proposed changes for any of the program elements during the specific period.

8. CODE ENFORCEMENT SERVICES

- 8.1. CONTRACTOR shall develop and implement process for enforcement of construction codes, building regulations, use regulations, zoning ordinances, land use restrictions and sign ordinance.
- 8.2. CONTRACTOR shall issue violation notices to individuals or entities who fail to comply with construction codes, building regulations, use regulations, land use restrictions, sign ordinance and other similar laws, codes and ordinances.
- 8.3. CONTRACTOR shall document violations and testify in enforcement hearings and in any litigation regarding enforcement of construction codes, building regulations, use regulations, zoning ordinances, land use restrictions, sign ordinance and other similar matters.

**PROPOSED CONTRACT
FOR CITY SERVICES**

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Attachment A – 2011 Request for Qualifications and Proposals for City Services

Attachment B – Contractor’s proposal submitted on [INSERT DATE]

CONTRACT FOR CITY SERVICES

BY AND BETWEEN

THE CITY OF CENTRAL, LOUISIANA

AND

[CONTRACTOR'S NAME TO BE INSERTED]

The City of Central ("CITY"), a municipality represented herein by its duly elected Mayor and *[CONTRACTOR's name to be inserted][Type of entity to be inserted]* ("CONTRACTOR"), referred to jointly as ("PARTIES"), do hereby enter into this Contract for CITY Services ("CONTRACT") under the following terms and conditions:

1.0 GENERAL PROVISIONS

- 1.1** PARTIES recognize that CONTRACT is intended to provide flexibility to CITY in order to meet its evolving challenges. CITY reserves the right to have CONTRACTOR allocate resources for the performance of services in accordance with priorities established by CITY.
- 1.2** CONTRACTOR shall furnish all labor, materials and equipment necessary to provide services set forth in CONTRACT.
- 1.3** CONTRACTOR may delegate some of the duties under CONTRACT to one or more affiliates or subcontractors; however, CONTRACTOR shall remain responsible for the performance of all affiliates and subcontractors to the same extent as CONTRACTOR would have been responsible had CONTRACTOR performed services without the use of an affiliate or subcontractor.
- 1.4** CONTRACTOR shall to the best of its ability foster and maintain harmonious relationships with CITY's elected and appointed officials, CITY's employees, CITY's contractors and agencies performing services within the CITY's corporate limits. CONTRACTOR shall at all times represent CITY in a professional manner.
- 1.5** CITY designates its duly elected Mayor or his designee as its representative for any approval required by this CONTRACT of mass communications to residents.
- 1.6** CONTRACTOR shall provide to CITY for the term set forth herein, and any applicable transition period or extension, competent services within and throughout CITY's corporate limits in accordance with the terms, conditions, requirements, specifications and representations set forth in the following documents attached hereto and incorporated herein by reference:

Attachment A – 2011 Request for Qualifications and Proposals for CITY Services.

Attachment B – CONTRACTOR’s proposal submitted on [INSERT DATE].

2.0 INDEPENDENT CONTRACTOR

2.1 CONTRACTOR, for the purposes of all work and services provided under this CONTRACT, is and shall remain an independent contractor and shall not be considered an employee of CITY for any purpose, except for purposes of tort-immunity as outlined herein. Personnel services shall be provided by CONTRACTOR’s EMPLOYEES and subject to supervision by CONTRACTOR. Notwithstanding anything herein to the contrary, PARTIES agree that CITY shall be designated as the Statutory Employer of CONTRACTOR’s direct and statutory employees (and all subcontractors hired by or working for CONTRACTOR) pursuant to La. R.S. 23:1061. PARTIES acknowledge that the services required of CONTRACTOR under this CONTRACT are an integral part of and essential to CITY’s ability to generate goods, products and services. This provision is included for the sole purpose of establishing a “Statutory Employer” relationship in order to gain the tort-immunity benefits expressed in La. R.S. 23:1032 and La. R.S. 23:1061, and is not intended to create an employer/employee relationship between CONTRACTOR’s EMPLOYEES and CITY for any other purpose whatsoever.

3.0 SCOPE OF SERVICES

Services will be performed in a timely, competent, professional and workmanlike manner by qualified personnel consistent with applicable industry standards. All services requiring the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in their applicable field of expertise and, if required by law, appropriately licensed. CONTRACTOR shall furnish efficient business administration and supervision to render and complete the services set forth herein. CONTRACTOR shall establish its own independent business location to be known as the “Central Municipal Services Building”.

CONTRACTOR shall provide personnel sufficient to provide the services described in this section. PARTIES recognize that these are inclusive of shared services resources housed both inside and outside CITY offices.

PARTIES agree to use Key Performance Measures (“KPM”) to track performance on key services. The KPM development process shall include an agreed upon number of KPM’s per function, creating a standard reporting schedule and clear measurement criteria. Where applicable, the PARTIES agree to incorporate KPM’s into CONTRACTOR’s performance evaluation.

3.1 ADMINISTRATIVE SERVICES

CONTRACTOR shall procure appropriate licensure for the following software to perform Administrative and Financial Services:

- A. **GBA Master Series** (used for Public Works to produce work orders and track Public Works related jobs);
- B. **Tyler Incode** (used to track all Finances/Accounting, specifically deposits, writing checks, journal entries or accruals, inventory of fixed assets, general ledger and processing and tracking of Occupational Licenses);
- C. **Accela** software package (used for tracking Permitting and Inspection as part of the Community Development package);
- D. **Microsoft Windows XP Professional**;
- E. **Microsoft Office 2007 Professional** (or a more recent version) products (Word, Excel, PowerPoint, etc.);
- F. **ESRI GIS** software; and
- G. **Adobe Acrobat 8 Professional** (or or a more recent version).

In the event CONTRACTOR desires to use software other than those specified above, CONTRACTOR shall provide a written request to CITY with the reasons for changing software and detailing the plan for transitioning data which shall be subject to CITY's approval. No changes in software listed herein shall be made prior to July 1, 2012.

3.1.1 CAPITAL PROGRAM ADMINISTRATION

3.1.1.1 CONTRACTOR shall coordinate with the designated CITY representatives to assist in developing a capital improvement program for CITY and obtaining funds and/or financing for such projects, and identify, assist and facilitate grant applications and submissions.

3.1.1.1.1 As directed by CITY, CONTRACTOR shall formulate recommendations to administer and implement CITY's approved capital improvement program and related financing.

3.1.2 FORECASTING AND POLICY IMPLEMENTATION

3.1.2.1 CONTRACTOR shall assist CITY in the preparation of detailed financial forecasts and analyses, research current and likely future trends impacting CITY as identified and agreed upon by CITY, and assist CITY in coordinating with other

public agencies to prepare the detailed financial forecasts and analyses.

3.1.2.2 CONTRACTOR shall assist CITY's staff in preparing oral presentations of the financial forecasts and analyses for City Council and the Mayor, and assist CITY's staff in preparing a web upload of the presentations.

3.1.2.3 CONTRACTOR shall, as directed by CITY staff, prepare plans and procedures to ensure implementation of City Council policies and directives, and prepare status reports to advise CITY of the progress and results of public policy implementation.

3.1.3 CONTRACT ADMINISTRATION

3.1.3.1 CONTRACTOR shall assist CITY in negotiating CITY contracts with third parties for maintenance and advise CITY on the status of contract negotiations and contract provisions and their impacts on CITY, as specifically directed by the CITY.

3.1.3.2 CONTRACTOR shall administer CITY's contracts with third parties, as specifically directed by CITY. CITY shall provide copies of all previously executed contracts to CONTRACTOR which CONTRACTOR is to administer at beginning of said Contract period. Administration shall include monitoring contract amendments, obtaining applicable insurance certificates and monitoring progress of services provided.

3.1.3.3 CONTRACTOR shall make recommendations on contract approval, rejection, amendment, renewal and cancellation, as directed by the CITY.

3.1.4 COMMUNICATIONS AND PUBLIC RELATIONS

3.1.4.1 CONTRACTOR shall provide the primary personal response for in-person inquiries, multiple phone lines and emails at the customer service location to direct customers to the appropriate department or official. In the event call volumes and/or emails exceed capacity of the customer service location, incoming calls and emails may be forwarded to automated response system; however, all customer inquiries shall be responded to at the earliest opportunity but in no event longer than one (1) business day from receipt of communication. CONTRACTOR shall expand capacity of customer service center as necessary

to handle increased volume. After CITY's business hours, CONTRACTOR shall provide answering service equipped with emergency contact information.

- 3.1.4.2 CONTRACTOR shall retain all public records in digital form as directed by CITY, make public records available for inspection by the public and respond to all public records requests in conformance with Louisiana law, collect related fees in accordance with CITY's fee schedule, and remit funds to CITY.
- 3.1.4.3 CONTRACTOR shall provide a central location for the storage of CITY's public records and other records in accordance with Louisiana law.
- 3.1.4.4 For public records, CONTRACTOR shall design storage strategies and systems sufficient to protect the integrity of the documents and protect the completeness of public records in accordance with the requirements of State law and CITY policies by storing backups of electronic files on an off-site server.
- 3.1.4.5 CONTRACTOR shall maintain continuous dialog and communications with CITY residents with timely updates, as directed by the Mayor or his designee. All mass communications to CITY's residents or media on CITY's behalf shall be approved by CITY.
- 3.1.4.6 CONTRACTOR shall document important CITY events for future use on CITY website and in electronic materials, make electronic copies of forms, newsletters, and Annual Reports available for downloading from CITY's website as directed by CITY and publish by electronic means communication reports and other similar documents for staff and public presentation, as directed by CITY.
- 3.1.4.7 CONTRACTOR shall prepare correspondence regarding CITY affairs as directed and approved by the Mayor and prepare and distribute various media presentations of CITY programs to CITY staff and general public, as approved by CITY.
- 3.1.4.8 CONTRACTOR shall establish and maintain internet based application to allow for electronic filing of applications for permits and other CITY services via CITY's website and via facsimile, and implement a credit card program to allow the

public to pay for services online with a surcharge for credit card use. Surcharge fees to be set by the City Council.

- 3.1.4.9 CONTRACTOR shall coordinate requests from citizens to appropriate CITY, parish or State departments, follow up on the requests and prepare a monthly report for CITY which shall include date each request was received, date forwarded and to whom, date and description of follow-up action and date resolved.
- 3.1.4.10 CONTRACTOR shall annually review and update policies and procedures to provide for compliance with laws related to bidding, contracting, and purchasing as set forth in applicable CITY ordinances and Louisiana law by examining the applicable laws and developing procedures for bidding, contracting, and procurement processes.
- 3.1.4.11 CONTRACTOR shall annually review and update the crisis communications plan to ensure CITY is prepared to communicate with the public, media and other government agencies in the event of a crisis.
- 3.1.4.12 CONTRACTOR shall annually review and update the emergency preparedness plan which shall include all activities necessary for CITY to operate and oversee all aspects of an emergency preparedness plan with local, State and federal agencies for debris removal, roadway access, flood prevention and safe, operable utilities.

3.1.5 DEPARTMENTAL SUPPORT

- 3.1.5.1 CONTRACTOR shall provide administrative and clerical support for all CITY functions and departments covered by the CONTRACT including the Public Works Department, Planning and Zoning Office, Permitting and Inspection, Code Enforcement and General Administrative Services. Administrative support shall include assisting each department with its respective operations by answering the phone, greeting customers (reception services), filing, preparing correspondence and performing all other administrative tasks necessary for efficient operation of CITY.
- 3.1.5.2 CONTRACTOR shall provide administrative and clerical support for administrative hearings and Mayor's Court.

3.1.5.3 As directed by CITY, CONTRACTOR shall prepare for, prepare materials for, and attend all City Council meetings, Planning and Zoning meetings, Board of Adjustment meetings, Construction Board of Appeals meetings, hearings, and agenda meetings, and respond to public inquires. CONTRACTOR shall forward for publication in Official Journal and post on CITY's website all required meeting notices, minutes, ordinances and hearing notices.

3.1.5.4 CONTRACTOR shall codify CITY's ordinances and update quarterly and post CITY code and other ordinances and resolutions on CITY's website.

3.1.6 INFORMATION TECHNOLOGY, WEBSITE MAINTENANCE AND TECHNOLOGY SUPPORT

3.1.6.1 CONTRACTOR shall provide, install and maintain computerized network system software and hardware which at the time of installation is sufficient to efficiently manage CITY's computing needs for Scope of Services. CONTRACTOR shall provide, install and maintain a network cabling/data line system sufficient for communications, networking, and data sharing for Central Municipal Services Building.

3.1.6.2 The implementation of the computerized network system shall be complete and in use on July 1, 2011.

3.1.6.3 CONTRACTOR shall provide a centralized domain network that at the time of installation is sufficient to handle future growth and technologies of CITY.

3.1.6.4 CONTRACTOR shall provide, install, configure and maintain a system as required to provide data security at CONTRACTOR's business office, to maximize performance, mitigate against data loss, and minimize potential down time, assist with maintaining data security and preventing corruption with a nightly backup and the ability to restore data from a central location, and maintain backups at offsite storage locations approved by the Mayor.

3.1.6.5 CONTRACTOR shall provide, install, configure and maintain the necessary computer workstations and printers for CONTRACTOR and subcontractor staff, maintain software and hardware uniformity and interchangeability among users, and provide, install and maintain a telephone system within the

Central Municipal Services Building with sufficient lines and features to handle incoming call volume.

- 3.1.6.6 CONTRACTOR shall provide elected officials and CITY employees with Internet and email for internal and external communications and software to support common contact lists and scheduling.
- 3.1.6.7 CONTRACTOR shall archive emails, contact lists and calendars in compliance with applicable law and retention schedules approved by the Secretary of State.
- 3.1.6.8 CONTRACTOR shall provide and maintain an application server to store and manage required data, provide and maintain access to data for CITY's officials, employees and designated Contractors as necessary, and facilitate the transfer of data to CITY, Contractors and other agencies and in response to public records requests, as necessary.
- 3.1.6.9 CONTRACTOR shall facilitate the transfer of data, records, or other materials from federal, State and local agencies as necessary for the operation of CITY.
- 3.1.6.10 CONTRACTOR shall maintain a database to manage CITY's occupational licenses, business licenses and community development functions.
- 3.1.6.11 CONTRACTOR shall host CITY's website with content to be approved by CITY. CITY's website shall be updated on a regular basis, not less than weekly, and shall contain: CITY contact information; statistics; history; department and facility descriptions; non-interactive GIS data: schedules and agendas for Council meetings, Planning and Zoning Commission, Board of Adjustments and committee meetings; agenda packages, minutes and notices; CITY codes; pictures, and video images; links to other websites as approved by CITY; and other materials as directed by CITY and required by applicable CITY ordinances and Louisiana law.

3.1.7 GEOGRAPHIC INFORMATION SYSTEM (GIS)

- 3.1.7.1 With the exceptions of aerial and topographic mapping, CONTRACTOR shall maintain all GIS information for CITY, and maintain existing maps and the necessary documentation for the maintenance, retrieval, reproduction and storage of the GIS information. GIS information shall include mapping of

water and sewer lines and all infrastructures within CITY. GIS information shall be updated not less than monthly.

3.1.7.2 Core elements of the GIS database shall be in place to allow CITY staff to store and access GIS files and data. CONTRACTOR shall provide up-to-date GIS-related information and/or data in response to requests and needs of CITY personnel, and publish current GIS maps on CITY website in PDF for citizens' use.

3.1.7.3 CONTRACTOR shall develop and maintain existing and future CITY address list and database for use by CITY and CONTRACTOR's employees, the City of Baton Rouge and Parish of East Baton Rouge, and the State Department of Revenue to assist CITY with obtaining local and shared revenues and other uses. The database shall include house numbers.

3.1.8 GRANT ASSISTANCE

3.1.8.1 CONTRACTOR shall assist CITY in identifying available funding from federal, state or other grants.

3.1.8.2 CONTRACTOR shall assist in preparation of applications for grants.

3.1.8.3 CONTRACTOR shall provide required documentation and reporting to grantors.

3.1.8.4 CONTRACTOR shall assist CITY in procurement of materials or supplies in accordance with grant requirements.

3.2 FINANCIAL SERVICES

3.2.1 CONTRACTOR shall follow the procedures and maintain such records as required by State law and CITY ordinances, CITY's Director of Finance, CITY's auditors and policies established by CITY for management of CITY funds as set forth in the Scope of Services.

3.2.2 CONTRACTOR shall support and assist CITY's Finance Director with finance functions, and coordinate and liaise with local, State and federal agencies charged with the collection and disbursement of taxes, assessments, fees, charges, and other impositions for the collection of revenue due CITY.

3.2.3 CONTRACTOR shall administer the existing processes for fees, charges, and miscellaneous revenues pertaining to franchise fees, private enterprises and individuals including but not limited to business licenses, alcoholic beverage licenses, franchises, and other taxes and fees lawfully enacted by CITY.

3.2.4 CONTRACTOR shall recommend to CITY and implement enforcement actions to induce payment of existing taxes, assessments, fees, charges or other impositions due CITY in accordance with CITY ordinances, Louisiana law and approved policies and procedures.

3.2.5 FUND ACCOUNTING – SUBJECT TO CITY APPROVAL AND VALIDATION

3.2.5.1 CONTRACTOR shall maintain a Fund Accounting System in accordance with the Governmental Accounting Standards Board (“GASB”) and Generally Accepted Accounting Practices (“GAAP”), and prepare and distribute monthly management reports and other financial reports as required by applicable law.

3.2.5.2 CONTRACTOR shall prepare monthly financial reports showing revenues and expenses to date in comparison with budget projections and submit reports to CITY no later than fifty (50) days following the last day of the month.

3.2.5.3 CONTRACTOR shall maintain and administer the accounts receivable to enable the timely receipt of revenue.

3.2.5.4 CONTRACTOR shall maintain and administer the purchase order and accounts payable systems to ensure payment of obligations in a timely manner when necessary funds are made available by CITY.

3.2.6 OTHER ACCOUNTING – SUBJECT TO CITY APPROVAL AND VALIDATION

3.2.6.1 General Fixed Asset Accounting – CONTRACTOR shall account for and maintain an inventory of CITY assets, in accordance with GASB, that are constructed, purchased or donated to CITY.

3.2.6.2 Grant Accounting – CONTRACTOR shall account for and maintain all required records for grants.

3.2.7 BUDGETING

3.2.7.1 CONTRACTOR shall provide necessary materials to CITY's Director of Finance and CITY departments for the preparation, amendment and presentation of annual budgets, assist in the preparation of annual budgets, and attend all required meetings and hearings relative to the budgets. Materials shall be presented in oral, print, multimedia and/or web-based forms as directed by CITY. Budgets shall be prepared in accordance with the Louisiana Local Government Budget Act ("LGBA").

3.2.8 ANNUAL FINANCIAL STATEMENTS

3.2.8.1 CONTRACTOR shall assist CITY's Director of Finance and CITY's Auditor in the preparation of CITY's Comprehensive Annual Financial Report ("CAFR") in accordance with GAAP.

3.2.9 PURCHASING

3.2.9.1 CONTRACTOR shall assist in the consistent implementation of approved procurement policies and procedures consistent with ordinances, State laws and rules and regulations, and in the selection of vendors. CONTRACTOR shall participate in cooperative purchasing when determined to be in the best interests of CITY and as directed by CITY.

3.2.9.2 CONTRACTOR shall prepare Requests for Qualifications and/or Proposals to be distributed to potential vendors and suppliers for services as directed by CITY and in accordance with applicable procurement policies and procedures and state law, and obtain quotes and prepare bid documents for procurement of supplies in accordance with Louisiana law as directed by CITY.

3.3 PUBLIC WORKS

PUBLIC WORKS shall include field services, traffic services, storm water services and construction inspection. CONTRACTOR shall provide for ordinary maintenance of CITY assets and infrastructure.

CONTRACTOR shall provide weekly and annual reports of all PUBLIC WORKS services performed which shall include the type of service, location or address of service site, description of the work performed and date completed. All reports shall be maintained by CONTRACTOR for a period of at least three (3) years.

CONTRACTOR shall incorporate into the maintenance schedule any maintenance request requested by CITY or reported to CONTRACTOR.

3.3.1 DRAINAGE MAINTENANCE

3.3.1.1 Drainage System

CONTRACTOR shall maintain roadway drainage systems along approximately 275 miles of CITY owned roadways within CITY by cleaning or repairing catch basins and cleaning roadside ditches to facilitate proper drainage including erosion control, removal of silting in pipes and box culverts, catch basin repair and replacement, and removing debris from bridge or box culverts. CONTRACTOR shall repair grading to proper level and set elevations of new drainage structures. CONTRACTOR shall inspect and schedule necessary repairs as required. A list of State and Parish roads which are not required to be maintained by CONTRACTOR is available on CITY's website, www.centralgov.com.

3.3.1.2 Off-Road Drainage

CONTRACTOR shall provide personnel and equipment to maintain approximately twenty (20) acres of off-road drainage right-of-ways and drainage servitudes draining all recognized subdivisions within CITY, as directed by the Mayor or his designee.

3.3.2 GRASS CUTTING AND WEED CONTROL

CONTRACTOR shall maintain roadside ditches and medians which shall include but not be limited to the public right-of-ways adjacent to CITY owned roadways and on CITY's entry ways (Hooper Road and Greenwell Springs Road and medians). All litter and debris shall be removed from roadside ditches and medians prior to mowing. Grass areas shall be kept neat at all times with grass cut and vegetation trimmed. Areas around all sign poles, curbs and barriers shall be trimmed. CONTRACTOR shall mow all areas listed on the CITY's website, www.centralgov.com at least monthly from April 1st through November 30th. From December 1st through March 30th, grass shall be mowed, vegetation trimmed and litter removed on an as needed basis. CONTRACTOR shall inspect visibility within sight triangles at intersection right-of-ways monthly and perform any maintenance necessary to preserve visibility of traffic signs and signals. CONTRACTOR shall maintain other CITY owned right-of-ways as requested.

CONTRACTOR may, with CITY's approval, use herbicide treatment on the street right-of-ways, drainage ditches, and around street traffic poles and guard rail barriers within CITY.

3.3.3 LITTER CONTROL

CONTRACTOR shall assign personnel to inspect roads and right-of-ways for litter and debris, and shall remove litter and debris from CITY's roads and right-of-ways at least monthly.

CONTRACTOR shall remove nonconforming signs on public right-of-ways and from sign posts and telephone poles in accordance with CITY's ordinances.

CONTRACTOR shall report any excessive litter or debris on Parish or State highways to the appropriate officials.

3.3.4 BRIDGE ASSESSMENT AND MINOR REPAIRS

CONTRACTOR shall assess bridges within CITY as directed by the Mayor or his designee, recommend repairs or scheduled replacements through coordinated meetings with State and local officials, and make minor repairs such as guard rails replacement or barriers.

3.3.5 ROADWAY REPAIRS

CONTRACTOR shall maintain an estimated 275 miles of roadways within CITY including streets, concrete, curbs and gutters. Maintenance shall include concrete, curb and gutter repairs, pothole repairs and non-roadway patching within CITY's right-of-ways. All pothole repairs shall be squared off as much as possible and properly filled in with an asphalt hot mix material and compacted. When asphalt mix is not readily available due to weather conditions, CONTRACTOR shall have a cold mix product available for pothole repair.

CONTRACTOR shall inspect roadways at least monthly in the course of doing other work and shall make necessary repairs to roadways in response to calls and in response to observed conditions on an as needed basis and shall report any necessary roadway repairs of State and Parish highways to the appropriate officials.

3.3.6 ROADWAY STRIPING

CONTRACTOR shall be responsible for roadway striping within CITY, maintaining existing pavement raised markers and pavement markings to appropriate standards, and stripe approximately 100,000 linear feet of roadway per year. All striping shall be 90 ml thermoplastic painting.

3.3.7 SIGN MAINTENANCE

CONTRACTOR shall maintain all street and traffic control signs adjacent to CITY roadways or within CITY right-of-ways. CONTRACTOR may straighten signs when feasible but shall replace any sign which cannot be straightened. All street and traffic control signs shall comply with the most recently adopted edition of the MUTCD (Manual on Uniform Traffic Control Devices) at time of installation.

CONTRACTOR shall inspect street and traffic control signs at least once every two weeks and take necessary steps to repair or replace any damaged signs. CONTRACTOR shall report any damage to signs located on Parish or State highways to the appropriate officials.

3.3.8 SPECIAL SERVICES

CONTRACTOR shall provide personnel and equipment to perform special services such as hanging banners and decorations for special events within CITY as directed by the Mayor or his designee.

3.3.9 TRAFFIC SIGNALS

CONTRACTOR shall maintain and repair all (currently approximately four (4)) flashing warning beacons and all (currently approximately thirteen (13)) school zone signals along streets within CITY (including State and Parish highways). CONTRACTOR shall not be responsible for maintenance of other types of traffic signals. In the event that a new type of traffic signal is located on a roadway maintained by CITY, CITY will make provisions for maintenance.

3.3.9.1 CONTRACTOR shall report any observed traffic signal located on a State or Parish highway in need of repair to the appropriate officials.

3.3.9.2 CONTRACTOR shall designate an individual to be on call twenty-four (24) hours per day, seven (7) days per week for replacement of intersectional traffic control signs, i.e., STOP, YIELD, DO NOT ENTER, ONE-WAY and other similar signs.

3.3.10 UTILITY COORDINATION

CONTRACTOR shall maintain existing and new permits for curb cuts and utility work within CITY's right-of-ways and private use right-of-ways, coordinate with local utility providers with respect to work within CITY's

right-of-ways, and respond to citizen requests concerning construction projects.

3.3.11 EMERGENCY SERVICES

3.3.11.1 CONTRACTOR shall provide for emergency and catastrophic response services including but not limited to repairing CITY assets and infrastructure, clearing roads, sanding streets and removing debris from CITY's roadways and drainage. Emergency services are any non-routine or non-repetitive activities required for operational continuity, safety, and performance generally resulting from the failure of or the need to avert a failure of CITY assets, infrastructure or some component thereof. CONTRACTOR shall prepare as soon as practical a Plan of Action to respond to emergencies.

3.3.11.2 CONTRACTOR shall prepare for and respond to natural and man-made debris generating events including but not limited to storms or other inclement weather. For any emergency not declared as a state of emergency by the Governor of Louisiana or federal government, CONTRACTOR shall be solely responsible for debris removal.

3.3.11.3 For clean-up in any declared state of emergency by the Governor of Louisiana or federal government, CONTRACTOR shall be responsible for preparing bidding documents and administering the bidding process, coordinating and administering services with other contractors. CONTRACTOR shall coordinate with the Mayor or CITY's designees to coordinate between State and federal agencies assisting with repairs and debris removal. CONTRACTOR shall assist CITY in disaster debris operations by clearing and disposing of debris deposited in CITY's roadways and drainage throughout CITY.

3.3.11.4 CONTRACTOR shall provide the Mayor and other individuals designated by CITY with contact information for emergencies which arise outside of normal business hours. CONTRACTOR shall respond to emergency situations obstructing roadways or drainage as directed by the Mayor or other designees within two (2) hours and provide an evaluation of any reported emergency after assessing the situation. If the situation is determined to be a threat to public health and/or safety, CONTRACTOR shall take immediate action to mitigate and/or remediate the situation by instituting hazard avoidance

measures such as barricading the area and initiating remediation.

- 3.3.11.5 PARTIES further agree that CONTRACTOR is authorized pursuant to the CONTRACT to immediately perform emergency repairs or secure emergency site for subsequent repairs and to take appropriate steps to insure public safety under the circumstances. CONTRACTOR agrees to provide notice to CITY of emergency repairs in no event later than twenty-four (24) hours after emergency repairs are necessary. CONTRACTOR agrees to abide by and comply with the applicable laws including Louisiana Public Bid Law. CONTRACTOR shall invoice CITY on the next roll over billing cycle at the completion of the emergency services or repairs. Payment for agreed upon emergency services rendered shall be on the following fixed price basis as invoiced by CONTRACTOR and shall be payable by CITY within thirty (30) calendar days after invoice is submitted to CITY:

CREW RATES (does not include equipment and materials)

Basic Labor - *[\$To Be Completed]* per hour
(Equivalent 4-man crew hourly rate, during normal working hours)

After-hour/Emergency Labor - *[\$To Be Completed]* per hour
(Equivalent 4-man crew hourly rate, outside of normal working hours)

Normal working hours are eight (8) hours per day on weekdays, excluding holidays.

- 3.3.11.6 In the event CITY is eligible for reimbursement by any state or federal agency for the cost of any emergency services performed by CONTRACTOR, CONTRACTOR agrees to prepare all required documentation and to assist CITY in obtaining reimbursement.

3.4 PERMIT AND INSPECTION SERVICES

- 3.4.1 CONTRACTOR shall establish a working relationship with the Planning and Zoning Commission, Board of Adjustments and Construction Board of Appeals.
- 3.4.2 CONTRACTOR shall establish a working relationship with local fire departments and State Fire Marshall.

3.4.3 CONTRACTOR shall establish a working relationship with East Baton Rouge Parish and Louisiana Department of Public Health.

3.4.4 CONTRACTOR shall establish and staff a customer service office within CITY limits in a location approved by the Mayor for accepting applications and processing permits.

3.4.4.1 RESIDENTIAL PLAN REVIEW

3.4.4.1.1 Permits and plan review for all new residential construction including houses and accessory structures shall be completed within five business days of receipt of plans.

3.4.4.2 COMMERCIAL PLAN REVIEW

3.4.4.2.1 Permits and plan review for all new commercial projects with a valuation up to two million dollars (\$2,000,000) shall be completed within ten (10) business days of receipt of plans. State Fire Marshall review letter shall be obtained within the same period.

3.4.4.2.2 Permits and plan review for all new commercial projects with a valuation over two million dollars (\$2,000,000) but not exceeding twenty million dollars (\$20,000,000) shall be completed within twenty (20) working days of receipt of plans. Fire Marshall review letter shall be obtained within the same period.

3.4.4.2.3 Permits and plan review for all new commercial projects with a valuation over twenty million dollars (\$20,000,000) shall be completed within thirty (30) working days of receipt of plans. Fire Marshall review letter shall be obtained within the same period.

3.4.4.3 INSPECTIONS

3.4.4.3.1 All inspection requests made prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.

- 3.4.4.3.2 Inspections may be scheduled by calling in the request to the permit office on the approved facsimile form or by an electronic notice system.
- 3.4.4.3.3 Permits shall be issued at the customer service location issued by fax and via an electronic system.
- 3.4.5 CONTRACTOR shall organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by CITY Ordinance No. 2010-10. Exhibit C is the current schedule which may be amended.
- 3.4.6 CONTRACTOR shall issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable codes including current International Building Code (“IBC”), International Residential Code (“IRC”), Unified Development Code (“UDC”), Louisiana law and CITY ordinances.
- 3.4.7 CONTRACTOR shall ensure that all construction activities are permitted and inspected in strict conformance with CITY’s codes and ordinances.
- 3.4.8 CONTRACTOR shall make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable CITY ordinances, codes and Louisiana laws. Inspections shall include excavation, subsurface drainage, inlets and manholes construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.
- 3.4.9 CONTRACTOR shall provide assistance in reviewing construction plans submitted by developers to CITY’s Planning and Zoning Department.
- 3.4.10 CONTRACTOR shall review and issue all occupancy permits for Residential and Commercial uses. All said occupancies are to follow all local and state building codes to include all guidelines set by the UDC, Department of Public Health, State Fire Marshall, local fire department and Alcohol and Beverage Control. Issuance of all permits shall include new construction, soil erosion, sedimentation control, additions, remodeling, fence permits, pool permits, manufactured homes and modular homes.
- 3.4.11 CONTRACTOR shall issue trade permits and conduct inspections for the following trades: plumbing, mechanical, electrical and building. All inspections shall include but are not limited to slab rough-ins, wall and ceiling rough-ins, trim outs and finals.

3.4.12 CONTRACTOR shall review and approve plans and issue permits for all signs within CITY.

3.5 PLANNING AND ZONING SERVICES

3.5.1 CONTRACTOR shall establish a working relationship with the City Planner and Economic Development Consultant.

3.5.2 CONTRACTOR shall develop, implement, manage and conduct planning and zoning activities for CITY.

3.5.2.1 CONTRACTOR shall process applications, develop agendas, publish notices, prepare and deliver packets to the Planning and Zoning Commission.

3.5.2.2 The Planning and Zoning Manager shall attend all meetings, record, and transcribe all Planning and Zoning and Board of Adjustments meetings. Monthly reports shall be presented to the Planning and Zoning Commissioners prior to the monthly scheduled meetings. Planning staff shall be prepared to discuss items as requested by Commissioners. Reports shall include but not be limited to all subdivisions of construction site visits, number of building permits issued, etc.

3.5.3 CONTRACTOR shall provide information concerning zoning and building codes to the general public, builders, developers, Mayor, City Council and Planning and Zoning Commission.

3.5.4 CONTRACTOR shall develop and recommend policies and procedures for all Planning and Zoning activities.

3.5.5 CONTRACTOR shall oversee development and use of Land Use Maps and Zoning Maps.

3.5.6 CONTRACTOR shall establish and maintain municipal addressing system.

3.5.6.1 CONTRACTOR shall issue new addresses and provide current addresses as requested.

3.5.6.2 CONTRACTOR shall transmit new addresses with corresponding maps to Geographic Information System, United States Postal Service, East Baton Rouge Parish Assessor, East Baton Rouge Parish Registrar of Voters and 911 Emergency System.

- 3.5.7 CONTRACTOR shall develop, implement, manage and conduct Board of Adjustment activities for CITY.
- 3.5.7.1 CONTRACTOR shall process applications, develop agendas, prepare and deliver packets for Board of Adjustments meetings.
- 3.5.7.2 CONTRACTOR shall attend, record, and transcribe all Board of Adjustments meetings.
- 3.5.8 CONTRACTOR shall review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
- 3.5.9 CONTRACTOR shall review setbacks and zoning for all commercial and residential building permits.
- 3.5.10 CONTRACTOR shall review and approve commercial and residential plans.
- 3.5.10.1 CONTRACTOR shall Review construction plans submitted to ensure compliance with the Uniform Development Code and all local and state building codes. All Residential permits shall be issued within one (1) week of receipt of all required documentation. All commercial permits under two million dollars (\$2,000,000) in valuation shall be issued within one (1) week of receipt of all required documentation. Commercial permits over two million dollars (\$2,000,000) in valuation shall be issued within four (4) weeks of receipt of all required documentation.
- 3.5.10.2 CONTRACTOR shall review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
- 3.5.11 CONTRACTOR shall assist CITY with updating the Unified Development Code, Zoning Code and Subdivision Regulations.

3.6 ENGINEERING SERVICES

The following services shall be performed by individual(s) licensed in the State of Louisiana as civil engineer(s). Engineer(s) shall be available to be on-site during normal business hours within one (1) hour of a request. Engineer(s) shall be familiar with CITY's zoning and building codes and shall have expertise in drainage, sewer and traffic. Engineer(s) shall be available for site visits and shall

attend Planning and Zoning Commission meetings and City Council meetings as necessary.

3.6.1 FLOODPLAIN MANAGEMENT

3.6.1.1 Certified Floodplain Manager or Engineer shall determine Floodzone and base flood elevation for all proposed structures.

3.6.1.2 Review, approve and maintain records of Elevation Certificates.

3.6.2 COMMUNITY RATING SYSTEM

3.6.2.1 Maintain records to meet compliance regulations.

3.6.2.2 Coordinate with FEMA for Community Assistance Visits and annual reporting to maintain and improve CITY's Rating System rating.

3.6.3 CONSTRUCTION PLAN REVIEW AND APPROVAL

3.6.3.1 Review and approve Preliminary Construction Plans.

3.6.3.1.1 Make initial site visits prior to the pre-application meetings.

3.6.3.1.2 Advise applicants concerning impact of proposed development on drainage, traffic and sewer.

3.6.3.1.3 Attend Development Review Committee meetings.

3.6.3.2 Review Drainage Impact Study and Water Quality Impact Studies.

3.6.3.3 Prepare report of compliance for inclusion in recommendations to the Planning and Zoning Commission.

3.6.3.4 Review and approve final construction documents.

3.6.3.5 Coordinate and facilitate a Pre-Construction Conference between Department of Public Works, contractors and developers.

3.6.4 APPROVAL AND INSPECTION OF ALL LAND DEVELOPMENT

3.6.4.1 Issuance of Land Disturbance Permits and inspection of earthwork disturbances.

3.6.4.2 Issuance of Tree Removal Permits and site inspections.

3.7 STORMWATER MANAGEMENT

3.7.1 CONTRACTOR shall be responsible for inspection of Best Management Practices on construction sites.

3.7.2 CONTRACTOR shall be responsible for annual reporting of Stormwater Management practices to meet all local, State and federal regulations regarding CITY's compliance as an MS4 co-permittee with the Parish of East Baton Rouge.

3.7.3 CONTRACTOR shall review and approve Stormwater Pollution Prevention Plans ("SWPPP").

3.7.4 CONTRACTOR shall assist CITY with compliance with the Clean Water Act and associated federal and State regulations requiring construction site operators engaged in clearing, grading, and excavating activities that disturb one acre or more, including smaller sites in a larger common plan of development or sale, to obtain coverage under a National Pollutant Discharge Elimination System ("NPDES") permit for their stormwater discharges. The CITY is required by Environmental Protection Agency ("EPA") to design programs to:

1. Reduce the discharge of pollutants to the "maximum extent practicable" (MEP).
2. Protect water quality.
3. Ensure compliance with the appropriate water quality requirements of the Clean Water Act.

3.7.5 CONTRACTOR shall assist CITY in preparing and implementing the required Storm Water Management Plan ("SWMP") describing implementation of the following six minimum control measures with recommended tracking software (MS4 Permit Manager by CBI Systems, LTD, www.cbisystems.com):

1. Public Education and Outreach regarding Clean Water Act
2. Illicit Discharge Detection and Elimination
3. Construction Site Runoff Control

4. Post Construction Site Runoff Control
5. Pollution Control and Good Housekeeping

3.7.6 CONTRACTOR shall assist CITY in preparing the required Annual Report to be submitted to EPA and the City/Parish of Baton Rouge that includes the following:

1. Description of the status of compliance with permit conditions and measurable goals.
2. Progress report on implementing storm water programs and reducing pollutants to Maximum Extent Practicable (“MEP”).
3. Describe planned activities and proposed changes for any of the program elements during the specific period.

3.8 CODE ENFORCEMENT SERVICES

3.8.1 CONTRACTOR shall develop and implement process for enforcement of construction codes, building regulations, use regulations, zoning ordinances, land use restrictions and sign ordinance.

3.8.2 CONTRACTOR shall issue violation notices to individuals or entities who fail to comply with construction codes, building regulations, use regulations, land use restrictions, sign ordinance and other similar laws, codes and ordinances.

3.8.3 CONTRACTOR shall document violations and testify in enforcement hearings and in any litigation regarding enforcement of construction codes, building regulations, use regulations, zoning ordinances, land use restrictions, sign ordinance and other similar matters.

4.0 ADDITIONAL SERVICES

For purposes of CONTRACT, Capital Improvements shall mean any work or materials applied to an existing asset to restore the asset or infrastructure to a “like new” condition and/or to improve the performance and/or reliability levels of the asset beyond the capabilities of the original installation. CONTRACTOR’s duties under this CONTRACT do not encompass payment for Capital Improvements to assets of CITY unless agreed to by PARTIES in accordance with this Section. All Capital Improvements made by CITY during the term of this CONTRACT shall be maintained by.

4.1 Subject to availability of resources, CONTRACTOR shall provide, upon the request of CITY, such additional services as may from time to time be needed.

- 4.2 The cost of additional services shall be borne by CITY and shall be payable in such amounts and in such a manner as may be determined by mutual agreement and in accordance with procedures set forth herein for Additional Services.
- 4.3 CONTRACTOR shall prepare a cost estimate for any additional work requested by CITY. Estimate shall be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead.
- 4.4 CONTRACTOR acknowledges that it is responsible for certain engineering services set forth in the Scope of Services. Subject to all other requirements contained herein, PARTIES agree that if CONTRACTOR is requested to conduct any other services, CONTRACTOR may provide for such services to be completed by CONTRACTOR, affiliates of CONTRACTOR, or subcontractors. All subcontractors shall be bound by applicable terms and conditions of this CONTRACT and shall present to CONTRACTOR proof of appropriate licensure and insurance listing CITY as an additional insured. Prior to beginning work for CITY, all subcontractors shall submit a disclosure of any business or other relationship to CITY in potential violation of applicable Louisiana law. CONTRACTOR shall provide CITY with a list of all subcontractors and a written acknowledgement by the subcontractor that subcontractor has received a copy of this CONTRACT and will abide by the terms of this CONTRACT. CONTRACTOR shall not hire any subcontractor which is not properly licensed and insured.

5.0 HOURS OF OPERATION

- 5.1 CONTRACTOR shall maintain, for the purposes of performing all services set forth in this CONTRACT, a fully staffed office from Monday through Friday during the hours of 8:00 a.m. to 4:30 p.m. Central Standard Time, and shall reasonably provide appropriate staff to perform any afterhours requirements of this CONTRACT associated with clerical support, public relations and emergency services in accordance with the Scope of Services, with the exception of the following holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Mardi Gras Holiday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

If any of the above listed holidays falls on a Saturday, the holiday shall be observed on the preceding Friday. If any of the above listed holidays falls on a Sunday, the holiday shall be observed on the following Monday.

6.0 EQUIPMENT, LABOR AND MATERIALS

- 6.1** CONTRACTOR shall be responsible for providing at its cost all necessary equipment, labor, and materials to perform the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service set forth in the Scope of Services. In the event of emergencies or natural disasters, CONTRACTOR shall, as soon as reasonably possible and for an on-going basis, supply its usual and customary personnel to ensure continuing operation of all services provided by CONTRACTOR.
- 6.2** CONTRACTOR will be responsible for maintaining the required insurance for all equipment, materials and leased assets and shall list CITY as an additional insured on its commercial general liability and automobile insurance policies to be used in the performance of obligations under this CONTRACT. CONTRACTOR shall issue a certificate of insurance to CITY which names CITY as an additional insured.
- 6.3** CONTRACTOR shall comply with all OSHA and other applicable federal and state statutes, regulations and standards for work place safety. CONTRACTOR shall comply with all applicable laws regarding hazardous materials and maintain all required Manufacturer's Safety Data Sheets (MSDS) on site in CITY in support of all services rendered pursuant to this CONTRACT.

7.0 CONTRACTOR EMPLOYEES

- 7.1** Any individual employed by CONTRACTOR ("CONTRACTOR EMPLOYEE") in any manner to perform services for CITY shall be and remain an employee of CONTRACTOR and shall not be considered an employee of CITY for any purpose.
- 7.2** CONTRACTOR shall be solely responsible for all compensation benefits, insurance and rights of the CONTRACTOR EMPLOYEES during the course of or arising or accruing as a result of any employment, whether past or present, with CONTRACTOR, including costs and attorney's fees incurred in the defense of any claim or legal action resulting from such employment. CITY shall not be liable to CONTRACTOR or CONTRACTOR EMPLOYEES for payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits pursuant to Louisiana law or any other amenities of employment. CONTRACTOR shall indemnify CITY in any claim or legal action against CITY by any CONTRACTOR EMPLOYEE including reasonable costs and attorney's fees.

- 7.3** CONTRACTOR shall provide an acceptable level of customer service and delivery of services to CITY's residents as mutually agreed upon by PARTIES consistent with the Scope of Services. CONTRACTOR shall be responsible for the delivery of services, establishing standards of performance, discipline, and other matters for CONTRACTOR EMPLOYEES.
- 7.4** CONTRACTOR shall maintain an Alcohol and Drug Free Workplace.
- 7.5** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for the provision or denial of service delivery.
- 7.6** When appropriate, CONTRACTOR EMPLOYEES may wear attire approved by CITY with CITY's logo when performing services for CITY.
- 7.7** CONTRACTOR shall employ individuals on a full time basis to serve in each of the following positions: 1) Program Director, 2) Public Works Director, 3) Planning and Zoning Administrator, and 4) Assistant City Clerk. In the event an individual serving in any of the listed positions is transferred, reassigned, discharged, resigns or retires, CONTRACTOR shall provide CITY with prompt written notice of such transfer, reassignment, discharge, resignation or retirement and CONTRACTOR shall provide another suitable individual to perform the job duties of the vacated position upon the individual's departure.

7.7.1 PROGRAM DIRECTOR

The Program Director shall:

- 7.7.1.1** Act as liaison between CITY and CONTRACTOR;
- 7.7.1.2** Attend CITY's weekly staff meetings, Council meetings, Planning and Zoning Commission meetings and any other meetings at which attendance by the Program Director is deemed necessary by CITY, including other Parish and State agency meetings and forums as requested by CITY. CITY shall attempt to provide at least five (5) business days notice to Program Director of any meeting outside of regular business hours. In the event CITY provides less than five (5) business days notice, Program Director shall attempt to send a representative of CONTRACTOR if unable to attend;

- 7.7.1.3 Provide information to Mayor and Council weekly on issues relevant and applicable to CITY, its officials and constituents, or to its status as a municipality;
- 7.7.1.4 Assist CITY in all relations with other Contractors; and
- 7.7.1.5 When so directed by CITY, carry out such duties and responsibilities necessary to perform all services set forth in this CONTRACT, provided such duties and responsibilities are not inconsistent with CONTRACTOR's obligations under this CONTRACT nor expand CONTRACTOR's obligations under this CONTRACT.

7.7.2 ASSISTANT CITY CLERK

7.7.2.1 CONTRACTOR shall provide one or more individuals to serve as Assistant City Clerk who shall assist in serving the administrative needs of the Mayor, City Council, appointed boards, commissions and committees, authorities and other entities. The Assistant City Clerk shall be available during normal business hours and to assist the City Clerk during Council meetings and hearings by recording and preparing minutes, taking attendance, recording motions and recording votes taken. The Assistant City Clerk shall assist in the review of documents to be presented to the City Council, as directed by CITY.

7.7.2.2 The Assistant City Clerk, under the direction of the City Clerk, shall prepare meeting agendas and publish appropriate public notices. In the City Clerk's absence, the Assistant City Clerk shall obtain appropriate signatures and CITY seal for ordinances, resolutions and other documents.

7.8 In the event of a vacancy or an absence exceeding one (1) work week in any of the aforementioned positions, CONTRACTOR shall designate an individual to act in such positions. CONTRACTOR shall use its best efforts to promptly select a replacement. CONTRACTOR shall provide CITY the opportunity to interview candidates and give input concerning candidates. CONTRACTOR shall give consideration to CITY's input.

7.9 In the event CITY becomes dissatisfied with the performance of the Program Director utilizing an objective standard based upon job performance, CITY shall notify CONTRACTOR. In the event CITY becomes dissatisfied with the performance of any other CONTRACTOR EMPLOYEE or subcontractor, CITY shall notify Program Director. PARTIES shall meet to discuss possible resolution

of the problems experienced by CITY. CONTRACTOR agrees to act in good faith in resolving any personnel problems experienced by CITY.

8.0 COMPENSATION

8.1 CITY will remit payment of one-twelfth (1/12) of the annual fee on the 20th day of the following month service was provided to CONTRACTOR.

8.2 Compensation shall include all start-up costs, assessment for services and equipment materials and supplies necessary to perform services set forth in this CONTRACT.

8.3 CONTRACTOR agrees that the responsibility for payment of taxes due from the compensation received under this CONTRACT shall be the CONTRACTOR's obligation and identified under Federal Tax Identification Number [TO BE INSERTED].

8.4 ADDITIONAL SERVICES

Additional services not included in this CONTRACT shall require prior approval after CONTRACTOR provides to CITY in writing a price and itemized description of material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. If approved by CITY in writing, CONTRACTOR shall proceed with the Scope Addition within the time period agreed upon by PARTIES. Unless otherwise stated in the Scope Addition, CONTRACTOR will invoice CITY on the next billing cycle after completion of the Scope Addition. If the Scope Addition will be provided as an on-going service, CONTRACTOR shall add the monthly fee for the Scope Addition to the monthly invoice. CONTRACTOR is not obligated to provide the Scope Addition unless agreed to in writing by both PARTIES. Scope Additions for Emergency Repairs shall be addressed in accordance with Section 4 of this CONTRACT.

8.5 REDUCTION IN SERVICES

In the event CITY seeks to reduce services to be rendered by CONTRACTOR, CITY shall notify CONTRACTOR of services to be discontinued and CONTRACTOR shall provide CITY with a proposed cost reduction and supporting documentation. As an on-going service, CONTRACTOR shall reduce the monthly fee for services.

9.0 TERM

9.1 This CONTRACT shall begin at 12:01 a.m. on July 1, 2011 and end at midnight on June 30, 2016, Central Standard Time. The initial term of CONTRACT shall be five (5) years and CITY shall have the option to renew this CONTRACT for

one additional two (2) year term which shall commence on July 1, 2016 at 12:01 a.m. and end at midnight on June 30, 2018, Central Standard Time.

- 9.2** In the event CITY elects to renew this CONTRACT for the additional two (2) year term, CITY shall notify CONTRACTOR as soon as possible but in no event less than one hundred twenty (120) calendar days prior to the end of the initial term of this CONTRACT.
- 9.3** This CONTRACT is not effective until approved by the Council for the City of Central in a public meeting. No renewal or extension of this CONTRACT shall be effective until approved by the Council for the City of Central.

10.0 DEFAULT

- 10.1** An event of default shall mean a material breach of this CONTRACT. Without limiting the generality of the foregoing, an event of default shall include the following:
- 10.1.1 CONTRACTOR fails to perform the Services within the time specified in this CONTRACT or any extension.
- 10.1.2 CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply properly skilled personnel.
- 10.1.3 CONTRACTOR has failed to obtain the approval of CITY where required by this CONTRACT.
- 10.1.4 CONTRACTOR has made a representation or warranty hereunder that was false or inaccurate in any material respect when made or which materially and adversely affects the legality of this CONTRACT or the ability of either PARTY to carry out its obligations hereunder.
- 10.1.5 CONTRACTOR fails to perform any of the other provisions of this CONTRACT, subject to any right to cure, or resolve a dispute.
- 10.1.6 CONTRACTOR has been adjudged as bankrupt or the CONTRACTOR makes a general assignment for the benefit of creditors, appoints a receiver on account of insolvency, or files a petition to take advantage of any debtor's act.
- 10.2** In the event of a default, this CONTRACT may be terminated by CITY after written notice to CONTRACTOR of the default, which notice shall specify the default, provide both a demand to cure the default and a reasonable time to cure the default, and state a date upon which the CONTRACT shall be terminated if there is a failure to timely cure the default. For purposes of this section, "reasonable time" shall be ten (10) calendar days except when the failure to

perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) days. A failure to cure a default within the specified time shall result in termination of CONTRACT on the date set forth in the notice of default if such notice of default has not been removed.

- 10.3** CONTRACTOR shall be liable for all damages resulting from the default.
- 10.4** If this CONTRACT is terminated in whole or in part, CITY may acquire, under the terms and in the manner the City Manager considers appropriate, services similar to those terminated, and CONTRACTOR shall be liable to CITY for any excess costs for those services; however, CONTRACTOR shall continue the work not terminated.
- 10.5** If this CONTRACT is terminated in whole or in part, CONTRACTOR shall protect and preserve property in its possession in which CITY has an interest until CONTRACTOR is relieved of this need.
- 10.6** CONTRACTOR shall not be deemed in violation of this CONTRACT if it is prevented from performing its obligations under the CONTRACT for any reason beyond its control including, but not limited to, acts of God, civil or military authority, acts of public enemies, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve CONTRACTOR from performing its obligations hereunder in the event of riots, rebellions or legal strikes.
- 10.7** If, after termination, it is determined that CONTRACTOR was not in default or that the default was excusable, the rights and obligations of the PARTIES shall be the same as if the termination had been issued for the convenience of CITY.
- 10.8** The rights and remedies of CITY in this section are in addition to any other rights and remedies available to CITY at law or in equity or under this CONTRACT. The exercise of one remedy shall not be deemed a waiver of the right to exercise any other remedy.

11.0 TERMINATION

- 11.1** CITY may terminate this CONTRACT for cause based upon the failure of CONTRACTOR to comply with the material terms and/or conditions of CONTRACT; provided that CITY shall give CONTRACTOR written notice specifying CONTRACTOR's failure. If within twenty (20) calendar days after receipt of notice CONTRACTOR has not either corrected such failure or, in the case of failure which cannot be corrected, within thirty (30) calendar days begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, CITY may, at its option, deliver written notice of CONTRACTOR's default specifying corrections that were not made and provide

that CONTRACT shall be terminated on the date specified in the notice of default unless corrections are made.

- 11.2** CITY may terminate CONTRACT at any time without penalty by giving one hundred twenty (120) calendar days written notice to CONTRACTOR. Upon any termination of CONTRACT, CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 11.3** CONTRACTOR may exercise any rights available under Louisiana law to terminate for cause upon failure of CITY to comply with the terms and conditions of CONTRACT, provided CONTRACTOR shall give CITY written notice specifying CITY's failure.
- 11.4** In the event of termination or expiration of this CONTRACT, CONTRACTOR shall transfer to CITY all equipment, materials, furniture, fixtures and supplies in CONTRACTOR's possession purchased by CITY. CONTRACTOR shall transfer any items bearing CITY's logo to CITY including, but not limited to, any stationery, forms and uniforms.
- 11.5** In the event of termination or expiration of this CONTRACT, CITY's logo shall be removed from any equipment retained by CONTRACTOR.
- 11.6** By mutual contract of the PARTIES, CITY may purchase equipment, materials, furniture, fixtures, or supplies. Upon payment by CITY, CONTRACTOR shall convey within ten (10) days, or upon such other mutually agreed time, all of its rights, title and interest thereto to CITY by Bill of Sale Absolute or Certificate of Title, if applicable.

12.0 TRANSITION

- 12.1** In the event of termination or expiration of this CONTRACT, CONTRACTOR and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CONTRACTOR to CITY or to any other person or entity CITY may designate and to maintain during such period of transition the same quality services otherwise afforded to CITY residents under this CONTRACT.
- 12.2** In the event of termination or expiration of this CONTRACT, and in the further event that CITY is unable to provide the same level of services at the time of such termination or expiration, the then pending term of this CONTRACT may be extended by CITY for a period of ninety (90) calendar days or until CITY is capable, in its sole discretion, of rendering such services, whichever occurs sooner. The remuneration to be paid to CONTRACTOR during the transition period shall be based upon actual costs (actual costs is defined as direct and indirect costs) of providing such services during the transition period plus a mutually agreed upon fee; provided, however, such fee shall not exceed the

Compensation Amount which would be due and owing to CONTRACTOR for the provision of said services pursuant to the terms of this CONTRACT.

13.0 INDEMNIFICATION

- 13.1** CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, to the proportionate extent arising out of any errors, omissions, willful misconduct or negligent acts of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services under this CONTRACT, from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof. CONTRACTOR's indemnification shall be limited to the actual amount of any liability of CITY and shall not encompass any sums for which CITY is exempt or immune from liability by law.
- 13.2** CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this CONTRACT for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth in Section 14.
- 13.3** In compensation for benefits conveyed hereunder, PARTIES agree that CONTRACTOR shall be liable for fines or civil penalties imposed by any federal or state department or regulatory agency that are a result of CONTRACTOR's negligent operation. CITY shall assist CONTRACTOR to contest any such fines in administrative proceedings and/or in court prior to any payment by CONTRACTOR. CONTRACTOR shall pay the costs of contesting any such fines. CONTRACTOR shall not be liable for fines or civil penalties resulting from violations existing prior to the effective date of this CONTRACT whether or not known by CITY or for the effects of prior violations by CITY that have contributed to the assessment of any fine or civil penalty caused by CONTRACTOR's negligent operations.

14.0 INSURANCE

- 14.1** CONTRACTOR shall procure and maintain for the duration of CONTRACT the following insurance listing CITY as an additional insured. All insurance shall be procured from an insurer authorized to do business in Louisiana with an A.M. Best rating no less than A-VI. This rating requirement will be waived for policies written through the Institute of London Underwriter ("LIU") companies. CONTRACTOR shall provide Certificates of Insurance prior to commencing work and upon the expiration of any policy.

- 14.1.1 Statutory Worker's Compensation as required by the State of Louisiana.
 - 14.1.2 Employers Liability Insurance with One Million Dollars (\$1,000,000) in coverage.
 - 14.1.3 Comprehensive Automobile and Vehicle Liability Insurance with Five Million Dollars (\$5,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of CONTRACTOR owned or leased motor vehicles, including onsite and offsite operations.
 - 14.1.4 Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered acts of CONTRACTOR undertaken to provide services for CITY as required in this CONTRACT or omission of CONTRACTOR or any of its employees, or subcontractors.
 - 14.1.5 Professional Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- 14.2** PARTIES shall insure that all policies of insurance procured hereunder shall provide for a waiver of subrogation against the other. Each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.
- 14.3** CONTRACTOR shall be responsible for maintaining Professional Liability Insurance for a minimum of two (2) years from the date of expiration or termination of this CONTRACT. Upon request of CITY, CONTRACTOR shall make available for inspection copies of all claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify CITY in writing within thirty (30) calendar days of any claims filed against CONTRACTOR in excess of Twenty-Five Thousand Dollars (\$25,000) relating to the scope of services provided under this CONTRACT. CONTRACTOR agrees to have CITY named as an additional insured.
- 14.4** In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this CONTRACT, CONTRACTOR shall furnish thirty (30) calendar days prior to expiration of such insurance a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the CONTRACT is in effect. CONTRACTOR shall not continue work pursuant to this CONTRACT unless all required insurance remains in full force and effect.

15.0 LIABILITY FOR DAMAGES

- 15.1** CITY shall not be held liable for claims for damages relating to any services rendered or arranged for by CONTRACTOR.
- 15.2** CONTRACTOR agrees to hold CITY harmless from all claims for damages relating to CONTRACTOR's negligence, including any claims relating to failure of CONTRACTOR to provide services as specified in CONTRACT in accordance with the applicable standards.

16.0 PERFORMANCE BOND

- 16.1** CONTRACTOR shall furnish a performance bond issued by a commercial surety authorized to do business in Louisiana in the amount of the annual compensation for services.

17.0 CONFLICTS OF INTEREST, COLLUSION AND CONTINGENT FEES

- 17.1** CONTRACTOR shall not review or perform any services regarding any application made to CITY by any client of CONTRACTOR unless CONTRACTOR discloses the relationship immediately to CITY and obtains written approval of CITY to perform the services. In the event CITY does not grant approval, CITY may retain a third party to review and perform services at CONTRACTOR's expense. The fees for the third party retained by CITY to review and/or perform services regarding any application shall be deducted from the monthly fee paid to CONTRACTOR.
- 17.2** Neither CONTRACTOR nor any of its officers or employees shall have or hold any employment or contractual relationship antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this CONTRACT or in violation of any professional code of ethics or law
- 17.3** CONTRACTOR and its directors, officers and CONTRACTOR EMPLOYEES are prohibited from obtaining any benefits for CONTRACTOR or the individual including, but not limited to, fees, commissions, percentages, gifts or anything of value outside the scope of this CONTRACT as a result of any purchase or transaction made on behalf of CITY.
- 17.4** CONTRACTOR shall not collude or enter into any business relationship or CONTRACT with other entities which do business with CITY without the approval of CITY, which approval may be withheld at CITY's sole discretion.
- 17.5** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR or a consultant, to solicit or secure this CONTRACT, and that it has not paid or agreed

to pay any person, company, contractor, individual or firm, other than a bona fide employee working solely for CONTRACTOR or consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this CONTRACT; provided, however, this provision does not encompass CONTRACTOR's ability to hire or engage consultants to assist in preparation of the proposal and delivery of the services hereunder. For a breach or violation of this provision, CITY shall have the right to terminate CONTRACT without liability whatsoever to CONTRACTOR and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.0 COSTS AND ATTORNEY'S FEES

18.1 If either party is required to enforce the terms of this CONTRACT by court proceedings or otherwise due to breach of contract, whether or not formal legal action is required, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred to enforce this CONTRACT.

19.0 CONFIDENTIALITY, PUBLICATION OF MATERIAL AND COPYRIGHTS

19.1 All records, reports, documents and other material delivered or transmitted to CONTRACTOR by CITY or by any third party shall remain the property of CITY and shall be returned by CONTRACTOR to CITY at CONTRACTOR's expense at termination or expiration of this CONTRACT. CONTRACTOR may retain one copy of such records, documents or materials for archival purposes and to defend its work product; however, any record, report, document or other material related to this CONTRACT and/or obtained or prepared by CONTRACTOR pursuant to this CONTRACT shall become the property of CITY and shall be delivered to CITY at CONTRACTOR's expense at termination or expiration of this CONTRACT.

19.2 CONTRACTOR shall maintain as confidential any information which is not subject to disclosure pursuant to Louisiana law.

19.3 Subject to the confidentiality obligations set forth above, CITY has authority to reproduce, publish, distribute and otherwise use, in whole or in part, any reports, data, studies or surveys prepared by CONTRACTOR for CITY pursuant to this CONTRACT.

19.4 Any licensed software code copyrights and licensed software documentation shall be licensed to CONTRACTOR for use by CITY for the term of this CONTRACT. No title or ownership or any intellectual property or proprietary rights of CONTRACTOR will be transferred to CITY under this CONTRACT. Use of software shall be in accordance with any applicable licensing contract and/or copyrights without any additional payment to CONTRACTOR.

19.5 CONTRACTOR shall not distribute any information obtained pursuant to this CONTRACT to any third party without receipt of payment of applicable fees for copies of public records which fees shall be remitted to CITY.

19.6 CONTRACTOR warrants that all materials and/or products delivered or produced by CONTRACTOR hereunder will not infringe upon or violate any patent, copyright or trade secret of any third party. In the event of any such claim by a third party against CITY, CITY shall promptly notify CONTRACTOR and CONTRACTOR shall defend such claim at CONTRACTOR's expense and shall indemnify CITY against any loss, expense or liability arising out of such claim, whether or not such claim is successful.

20.0 COMPLIANCE WITH LAWS AND ADVICE OF OTHER PROFESSIONALS

20.1 CONTRACTOR shall fully obey and comply with all state and federal laws and ordinances, which shall become applicable to the services performed under the terms of this CONTRACT.

20.2 CONTRACTOR acknowledges that CITY is advised by its City Attorney and other retained legal counsel. CONTRACTOR shall abide by the advice and direction of the City Attorney or other retained legal counsel in the performance of its duties as they relate to matters of CITY.

20.3 CONTRACTOR acknowledges that CITY may be advised by various other professionals including but not limited to engineers, traffic engineers, planners, building officials, police officers and firefighters, and that on all matters within their respective expertise subject to the approval of CITY, CONTRACTOR shall abide by their advice and direction in the performance of its duties as they relate to matters of CITY. In the event CONTRACTOR believes that compliance with such advice will require modification of this CONTRACT, modifications shall be in accordance with Section 8.

21.0 AUDIT AND INSPECTION RIGHTS

21.1 CITY may, at reasonable times during the term of this CONTRACT, inspect CONTRACTOR's facilities and perform such inspections and process reviews as CITY deems reasonably necessary to determine whether the services required to be provided by CONTRACTOR under this CONTRACT conform to the terms of this CONTRACT. CONTRACTOR shall make available to CITY reasonable access to facilities and shall facilitate the performance of inspections by CITY's designated representatives.

21.2 CONTRACTOR hereby grants to CITY's auditors and the Legislative Auditor for the state of Louisiana or any third party designated by CITY the option of auditing all records of CONTRACTOR pertinent to this CONTRACT. Such audit or audits shall be performed in a manner at reasonable intervals during regular

business hours so as not to cause undue interference with CONTRACTOR's obligations.

22.0 RECORD RETENTION

22.1 CONTRACTOR agrees to retain all books, records and other documents relevant to this CONTRACT and the funds received hereunder for at least three (3) years after project completion or as required by State or federal law, whichever is longer.

23.0 WARRANTIES OF CONTRACTOR

23.1 All services to be performed by CONTRACTOR pursuant to this CONTRACT shall be performed in a timely, competent, professional and workmanlike manner by qualified personnel and in accordance with applicable industry standards. All services requiring the exercise of professional skill or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and, if required by law, appropriately licensed. CONTRACTOR shall furnish efficient business administration and supervision to render and complete services specified in this CONTRACT.

23.2 CONTRACTOR hereby warrants and represents that at all times during the term of this CONTRACT it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the Services.

24.0 PUBLIC RECORDS

24.1 CONTRACTOR understands that Louisiana law requires that the public shall have access at all reasonable times to all public records and agrees to allow access by CITY and the public to all documents subject to disclosure under applicable law and to collect any applicable fees for copies of public records and remit same to CITY. CONTRACTOR's willful failure or refusal to comply with the provisions of this Section may result in the immediate termination of this CONTRACT by CITY. CONTRACTOR agrees to retain all public records in accordance with CITY's records retention and disposal policies.

25.0 GOVERNING LAW VENUE AND CONSENT TO JURISDICTION

25.1 The validity of this CONTRACT and any of its terms or provisions, as well as the rights and duties of PARTIES hereunder, shall be construed in accordance with and governed by the laws of the State of Louisiana. Venue of any action brought under this CONTRACT shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

26.0 ENTIRE CONTRACT AND AMENDMENTS

- 26.1** This CONTRACT, the Request for Qualifications and Proposals, the Proposal submitted by CONTRACTOR in response to CITY's Request for Qualifications and Proposals, and any attachments incorporated herein by reference constitute the entire CONTRACT of PARTIES with respect to CITY services. All negotiations and oral understandings between PARTIES are merged herein.
- 26.2** No modification, amendment or alteration in the terms or conditions of this CONTRACT shall be effective unless approved by PARTIES.
- 26.3** This CONTRACT shall, to the extent possible, be constructed to give effect to all provisions contained herein; however, where provisions are in conflict, first priority shall be given to the provisions of the CONTRACT, excluding the Request for Qualifications and Proposals; second priority shall be given to the provisions of the Request for Qualifications and Proposals and any addenda thereto; and third priority shall be given to the provisions of CONTRACTOR's proposal.

27.0 HEADINGS

- 27.1** Headings used in this CONTRACT are for the convenience of reference only and shall not affect the construction or any interpretation of provision of this CONTRACT.

28.0 SEVERABILITY AND REFORMATION

- 28.1** If any provision of this CONTRACT or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this CONTRACT shall not be affected thereby and all other provisions shall continue in full force and effect and be enforced to the fullest extent permitted by law.
- 28.2** To the fullest extent possible, any severed provision or any portion thereof shall be automatically reformed in accordance with the maximum applicable restriction permitted by law for contracts of this nature.
- 28.3** Nothing herein contained is intended in any way to be contrary to or in contravention of the laws of the State of Louisiana or any CITY ordinance and, to the extent such conflict exist, PARTIES shall be mutually relieved of any obligations of such conflict.

29.0 FORCE MAJEURE

- 29.1** Neither party shall be liable for damages, delays, or failure to perform its obligations under this CONTRACT if performance is made impractical,

abnormally difficult, or abnormally costly as a result of any unforeseen occurrence including but not limited to fire, flood, strike, acts of God, terrorism, acts of war, emergency declarations by state or federal governmental authorities or any other occurrences beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within eight (8) days after its occurrence and shall take reasonable measures to mitigate any impact of Force Majeure.

30.0 WAIVER

30.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this CONTRACT shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

31.0 NOTICES

31.1 Whenever either party desires to give notice to the other, written notice must be given by certified United States mail with return receipt requested, hand delivery, or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, PARTIES designate the following as the respective places for giving of notice:

For CONTRACTOR: _____

For CITY: City of Central
ATTN: Mayor Shelton "Mac" Watts
13421 Hooper Rd, Suite 8
Central, LA 70818
FAX: 225-261-0811

And to:

Sheri M. Morris, City Attorney
8440 Jefferson Highway, Suite 301
Baton Rouge, LA 70809
FAX: 225-928-4925

For all CITY related matters, including both incoming and outgoing mail, CONTRACTOR shall use the address of Central Municipal Services Building.

32.0 SURVIVAL OF PROVISIONS

32.1 Any terms, or conditions or warranties of this CONTRACT which require acts beyond the date of expiration or termination shall survive the expiration or termination of this CONTRACT, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

33.0 AUTHORITY TO EXECUTE

33.1 CONTRACTOR, by execution hereof, represents to CITY that the signatory to this CONTRACT has been authorized by CONTRACTOR and has full power and authority to make and execute this CONTRACT, to the effect that:

33.1.1 The making and execution hereof shall create a legal obligation upon CONTRACTOR, which shall be legally binding upon CONTRACTOR.

33.1.2 This CONTRACT is enforceable by CITY according to the terms of this CONTRACT.

33.2 CONTRACTOR represents that nothing contained herein or any obligation on the part of CONTRACTOR to be performed hereunder is in any way contrary to or in contravention of any policy of insurance or surety bond required of CONTRACTOR pursuant to the laws of the State of Louisiana.

33.3 CONTRACTOR shall perform services pursuant to this CONTRACT under the name of CONTRACTOR; however, if CONTRACTOR performs services through any wholly owned affiliates of CONTRACTOR, such affiliates shall be bound by the terms and conditions of this CONTRACT to the same extent as if they had been a signatory hereof. It shall be the duty of CONTRACTOR to insure: (1) that any affiliates who conduct business for the CITY pursuant to this CONTRACT have executed all documents necessary to be legally bound to CITY regarding said business; and (2) that any affiliates who conduct business for CITY pursuant to this CONTRACT are in full compliance with the terms hereof.

34.0 ASSIGNMENT

34.1 Neither Party shall assign any interest in this CONTRACT and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of CITY evidenced by a Resolution duly adopted by the Council; provided, however, that claims for money due or to become due to CONTRACTOR from CITY may be assigned to a financial institution without prior written consent.

35.0 DISPUTES

- 35.1** To facilitate the timely and effective resolution of any controversy or dispute arising under this CONTRACT or out of the performance of this CONTRACT, each party shall appoint one representative to serve on a Management Board. The Management Board shall resolve any issues that arise from the CONTRACT and cannot be resolved from the project management level. The party believing there is a controversy or dispute shall put such notice in writing and deliver to the other party within a reasonable time after the dispute or claim has arisen. The Management Board shall convene to discuss such notice and shall make a good faith effort to resolve any issues within a period of thirty (30) days of receipt of notice.
- 35.2** Unless otherwise agreed in writing, CONTRACTOR shall continue to provide services during any dispute resolution proceedings. If CONTRACTOR continues to perform, CITY shall continue to make payments in accordance with this CONTRACT. During the dispute resolution proceedings, PARTIES shall not be deemed to be in default as per Section 10; however, the election to pursue a material breach by virtue of this Section 35 shall not constitute a waiver of any breach of the CONTRACT.

36.0 SCHEDULE OF VALUES

CONTRACTOR shall provide a Schedule of Values for each of the following category of services on or before September 1, 2011:

ADMINISTRATIVE AND FINANCIAL SERVICES

PUBLIC WORKS AND EMERGENCY SERVICES

PERMIT, INSPECTION AND CODE ENFORCEMENT SERVICES

PLANNING AND ZONING SERVICES

ENGINEERING SERVICES

STORMWATER MANAGEMENT

CONTRACT BY AND BETWEEN [*CONTRACTOR's name to be inserted*] AND THE CITY OF CENTRAL FOR PROVISION OF SERVICES AS SET FORTH HEREIN.

IN WITNESS WHEREOF, the PARTIES hereto have caused their respective agents to execute this CONTRACT on their behalf, on the dates set forth below.

CITY OF CENTRAL

[CONTRACTOR name to be inserted]

By: Mayor Shelton "Mac" Watts

By: _____

Printed Name

Title

Date

Date

SAMPLE

Exhibit C

Permit Tabs with proposed ordinance change less the \$40.00 per sf non-living spaces

City of Central Permit Tabs

	Number 2008	Value 2008	Number 2009	Value 2009	Number 2010	Value 2010	Number Total	Value Total	Average Number/yr	Average Value
Residential New	149	\$ 169,096.00	95	\$ 180,416.00	138	\$ 261,122.00	382	\$ 610,634.00	127.33	\$ 1,598.52
Residential Accessory	50	\$ 10,649.00	37	\$ 12,392.00	29	\$ 7,157.00	116	\$ 30,198.00	38.67	\$ 260.33
Residential Alterations	27	\$ 5,921.00	83	\$ 17,072.00	62	\$ 11,236.00	172	\$ 34,229.00	57.33	\$ 199.01
Commercial New	13	\$ 37,458.00	15	\$ 61,266.00	18	\$ 16,000.00 **	46	\$ 114,724.00	15.33	\$ 2,494.00
Commercial Alterations	10	\$ 17,417.00	13	\$ 5,734.00	13	\$ 3,485.00 **	36	\$ 26,636.00	12.00	\$ 739.89
Misc./ Occ/Fence/ h2o	242	\$ 19,399.00	171	\$ 8,845.00	102	\$ 7,125.00	515	\$ 35,369.00	171.67	\$ 68.68
Electrical	244	\$ 29,655.00	388	\$ 40,440.00	312	\$ 40,460.00	944	\$ 110,555.00	314.67	\$ 117.11
Plumbing	227	\$ 26,295.00	218	\$ 21,565.00	266	\$ 22,406.00	711	\$ 70,266.00	237.00	\$ 98.83
HVAC	109	\$ 11,061.00	169	\$ 14,595.00	161	\$ 30,246.00	439	\$ 55,902.00	146.33	\$ 127.34
		\$ 326,951.00		\$ 362,325.00		\$ 399,237.00				

** School permits removed

BY COUNCIL MEMBER DEJOHN

ORDINANCE NO. 2010- 10

AN ORDINANCE TO AMEND AND RE-ENACT THE SCHEDULE OF FEES APPLICABLE TO BUILDING PERMITS, INSPECTIONS AND PLAN REVIEW AND TO PROVIDE FOR RELATED MATTERS

BE IT ORDAINED by the Council of the City of Central, State of Louisiana as follows:

Section 1. The Council hereby amends and re-enacts fees previously enacted for the items listed herein. The following Schedule of Fees shall be applicable to inspections, building permits and plan review within the City of Central and shall be the fees referred to in the latest editions of the International Building Code, International Residential Code, International Existing Residential Code, International Mechanical Code, Louisiana State Plumbing Code and the National Electric Code adopted by the City of Central.

SCHEDULE OF FEES

BUILDING PERMIT FEES

(a) Single Family Residential Construction

- (1) Building value shall be \$82 per square foot.
- (2) Building permit fee shall be \$5 per \$1,000 value. (Minimum \$100)
- (3) Trade permit fee shall be \$5 per \$1,000 contract price. (Minimum \$100)

(b) Commercial (All other Construction except Single Family)

- (1) Building value shall be determined as the contract price for the building structure or shall be 87% of the latest construction cost data as published in the Building Safety Journal by the International Code Council, a current copy of which shall be available at City Services.
- (2) Building Permit Fees

<u>Building Value</u>	<u>Permit Fee</u>
Up to \$1,000,000	\$5 per \$1,000
\$1,000,001 to \$5,000,000	\$5,000 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000.
\$5,000,001 and over	\$17,000 for the first \$5,000,000; plus

\$1.50 for each additional \$1,000 or fraction thereof.

- (3) Minimum permit fee shall be \$250.
- (4) The building permit fee shall include the cost of trade permits and initial inspections during normal business hours. General contractor to buy permit and trade applicants must sign permit.

ADDITIONAL PERMIT FEES

The permit fee for items not included in the following schedule shall be \$30. The following schedule of additional permit fees shall apply:

<u>Description</u>	<u>Fee</u>
Air Conditioner Units (addition or replacement)	\$40 – 4.5 tons or less \$59 – over 4.5 tons
Clothes Dryer (commercial use)	\$28
Cooling Towers (addition or replacement)	\$75
Demolition Permit	\$100
Fence Permit (other than electric or barbed wire fences)	\$30
Heaters (addition or replacement)	\$24
Manufactured home, mobile home, and modular buildings	
(a) Installation of new home or building	\$100
(b) Replacement of existing home or building	\$30
Refrigeration Units (addition or replacement)	\$40 – 4.5 hp or less \$52 – over 4.5 hp
Sprinkler System for Lawns	\$25
Swimming Pool (residential)	\$125
Swimming Pool (commercial or community)	\$250
Water Heater (addition or replacement)	\$30

PLAN REVIEW FEES

(a) Single Family Residential Construction

- (1) The plan review fee for single family residential construction including additions, remodeling and construction of accessory structures shall be thirty-five percent (35%) of the building permit fee.
- (2) The minimum plan review fee shall be \$100.

(b) Commercial (All other Construction except Single Family)

- (1) The plan review fee for commercial, multi-family residential and other construction including new construction, renovations and additions shall be thirty-five percent (35%) of the building permit fee.
- (2) The minimum plan review fee shall be \$250.

(c) Stock, Model or "Same As" Plans

- (1) The plan review fee for stock, model or "same as" plans for single-family residential homes shall be \$100 where there are no plan changes from a plan already reviewed.
- (2) The plan review fee for stock, model or "same as" plans for single-family residential homes shall be \$175 where there are minor changes to a plan already reviewed.
- (3) In order for a plan to qualify as a stock, model or "same as" plan, it must have initially been reviewed by City of Central City Services.

(d) The fee for additional plan review required by changes, additions or revisions to plans already reviewed shall be \$100.

(e) Each request for plan review shall be accompanied by a flood zone determination made upon the most recently adopted flood zone maps. The fee for obtaining a flood zone determination shall be \$30 per tract of land.

INSPECTION FEES

The cost of performing inspections is included in the building permit fees; however, the following additional inspection fees shall apply:

- (a) The fee for a re-inspection shall be \$50.
- (b) The fee for inspections conducted outside of normal business hours shall be \$100.

Section 2. Sign permit fees

Sign permit fees shall be as set forth in Appendix A of Central Ordinance No. 2008-18.

Section 3. Conflicts

This Ordinance and Schedule of Fees shall supersede any and all other fee schedules or ordinances on the same subject matter. All ordinances or parts of ordinances in conflict with this Ordinance and Schedule of Fees are hereby repealed.

Section 4. Effective Date

This Schedule of Fees shall become effective upon adoption and signature of the Mayor.

Section 5. Severability

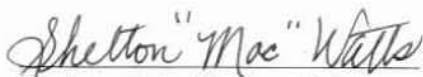
If any section, subsection, sentence, clause or provision of this Ordinance is declared by a court of competent jurisdiction to be invalid, such declaration of invalidity shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part declared invalid. The remainder of the Ordinance shall not be affected by the declaration of invalidity and shall remain in force and effect.

Introduced on this 22nd day of June, 2010.

Notice of public hearing published on the 30 day of June, 2010.

Adopted this 13th day of July, 2010.

Signed this 19th day of July, 2010.


Shelton "Mac" Watts, Mayor


Attest:

Mark Miley, City Clerk

Exhibit E

PROPOSAL FORM

OPTION 1	PERIOD	AMOUNT
ALL SERVICES IN RFQ&P	YEAR 1	
	YEAR 2	
	YEAR 3	
	YEAR 4	
	YEAR 5	
DRAINAGE MAINTENANCE – Excavation Per Mile in addition to amount of off-road drainage required in Scope of Services.		
DRAINAGE MAINTENANCE – Cleaning Per Mile in addition to amount of off-road drainage required in Scope of Services.		
Basic Labor for additional services per hour (Equivalent 4-man crew hourly rate, during normal working hours*)		
After-hour/Emergency Labor for additional services per hour (Equivalent 4-man crew hourly rate, outside of normal working hours*)		

*Normal working hours are 8 hours per day on weekdays, excluding holidays.

OPTION 2	PERIOD	AMOUNT
ALL SERVICES IN RFQ&P EXCEPT: § 3.1 DRAINAGE MAINTENANCE § 3.2 GRASS CUTTING AND WEED CONTROL § 3.3 LITTER CONTROL § 3.5 ROADWAY REPAIRS	YEAR 1	
	YEAR 2	
	YEAR 3	
	YEAR 4	
	YEAR 5	