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COMPREHENSIVE SAFETY ACTION PLAN (CSAP)

REQUEST FOR PROPOSALS

June 09, 2023

CAPITAL REGIONAL PLANNING COMMISSION
14734 S. HARRELL'S FERRY RD., STE. B
BATON ROUGE, LA 70816
(225) 383-5203
www.crpcla.org

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I. RFP TIMELINE

- SUBJECT:** **Comprehensive Safety Action Pan (CSAP)**
- PURPOSE:** The purpose of this RFP is to select a consultant to develop a state-of-the-art Safety Action Plan for the Baton Rouge Metropolitan Planning Area.
- SCOPE OF WORK:** See Specifics Under Scope of Work
- BUDGET:** The maximum consultant budget for CSAP is up to and not to exceed **\$275,000**.
- SCHEDULE:**
- Friday, June 9, 2023 -- Release of RFP
 - Friday, June 16, 2023 -- Deadline for Questions by 4:00pm (CDT), Questions will only be accepted in writing to the attention of Sooraz Patro at spatro@crpcla.org
 - Tuesday, June 20, 2023 – Release of Responses to Questions will be posted on the MPO’s website at www.crpcla.org as soon as possible but no later than by 4:00 p.m. (CDT)
 - Friday, June, 30, 2023 -- Proposals due by 3:00 PM CDT
Number of Copies: **Three** hard copies addressed to:

Sooraz Patro, Director of Transportation
14734 S. Harrell’s Ferry Rd.
Baton Rouge, LA 70816

One electronic document e-mailed to: [Spatro@crpcla.org](mailto:spatro@crpcla.org)
 - July 10 through 12 – CSAP Selection Committee review of proposals and scoring/prioritization
 - July 19th Special TPC Meeting – Transportation Policy Committee review and approval of the consultant recommendation
 - Week of July 24, 2023 – Contract begins (anticipated).
- COST LIABILITY:** All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

Note: *CRPC reserves the right to amend and/or change this schedule at their discretion. It is the Proposers’ responsibility to visit the Capital Region Planning Commission’s website regularly at www.crpcla.org for any updated information on this project.*

II. Introduction

This Request for Proposals (RFP) is seeking a consulting firm to develop a Comprehensive Safety Action Plan (CSAP), hereby referred to as “the Plan,” for the entirety of the Metropolitan Planning Area Parishes (viz. Ascension, East Baton Rouge, Iberville, Livingston and West Baton Rouge) of the Baton Rouge Metropolitan Planning Organization within Capital Region Planning Commission.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified consultants, vendors, or firms (hereinafter “Consultant”) for the Baton Rouge MPO’s (hereafter “MPO) Comprehensive Safety Action Plan (CSAP). The CSAP will aid the MPO and all our agency partners to respond to trends in transportation safety outcomes and build a safe transportation system for users of all transportation modes.

In general, the CSAP is envisioned as a blueprint consisting of recommendations for enhancing the safety of all roadway networks (including local roads) within the metropolitan planning area.

The U.S. Department of Transportation (DOT) published a notice of funding opportunity for the [Safe Streets and Roads for All \(SS4A\) Discretionary Grant](#) (FY 2022-23). This program provides funding for both planning and implementation of infrastructure and initiatives to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users. There are two types of grants available under the SS4A program: Action Plan Grant and Implementation Grant. The MPO has received an Action Plan Grant and is now seeking a consultant to develop a CSAP that meets the eligibility requirements of an Action Plan set forth in the SS4A Grant program. Importantly, the resulting CSAP will need to meet the specified program criteria required to pursue the future Implementation Grants in the recurring years.

The CSAP will aim to use the recently completed Local Road Safety Plans (LRSP) for East Baton Rouge, Ascension, and Livingston Parishes.

The Plan will complement the current/ongoing CRPC planning projects including Metropolitan Transportation Plan (MOVE 2046); Regional Bicycle and Pedestrian Plan (RBPP), Local Road Safety Plans (LRSP) etc. and any other planning initiatives undertaken by CRPC during the Plan update. Moreover, the Plan will incorporate current best practices in roadway safety countermeasures, equity planning, environmental justice considerations including report making with emphasis on graphics and visualization. Extensive public outreach will be framed with consideration given to the need to create a CSAP that is both proactive and conforms to achieving Safety performance measures/targets already established by the MPO. See the SOW for further information on tasks associated for the CSAP.

The Plan will be prepared cooperatively by and between the selected consultant, the public, and participants in the CSAP Planning Process. In addition to the citizenry and stakeholders, primary participants include the CRPC, the Louisiana Department of Transportation (DOTD), the cities and parishes falling within the MPO Parishes, and any other affected federal and state agencies.

The primary deliverable is a Comprehensive Safety Action Plan. However, the process used to create the plan is equally important: The process will help build consensus and momentum across the MPO's partners and within the community to implement the actions developed. The CSAP should be guided by an inclusive definition of safe mobility. The plan should be creative but also achievable and based on an understanding of the region's safety challenges and potential. The final CSAP will outline steps the region needs to take to realize the commitment of Destination Zero Deaths.

The Consultant will apply the Federal Highway Administration's Safe System Approach through this planning process and the resulting CSAP will address:

- What are the safety trends for the region?
- Who is most at risk when traveling on the region's streets and roads?
- How does the relationship between safety and health improve quality of life?
- What aspects of road, vehicle, and community design and human behavior or psychology lead to unsafe outcomes/conditions?
- What effective technologies and tools minimize risk, improve roadway safety, and help track/monitor performance?
- How does the region create a culture, for the MPO and partnering agencies, of safety and shared responsibilities through Engineering, Enforcement, and Education?
- How can the region reduce fatalities and serious injuries?

III. Background

The Capital Region Metropolitan Planning Organization (MPO) is a regional transportation planning entity comprised of local communities in the Baton Rouge, Louisiana, metropolitan planning area.

The MPO provides a regional consensus forum to ensure coordination between the public and local, State and Federal agencies for transportation planning issues and to prepare federally mandated transportation plans and programs. The MPO plans, selects and approves projects for federal funding based on regional priorities, and develops methods to reduce traffic congestion and improve transportation safety within the metropolitan planning area.

The MPO study area for the CSAP includes all of, East Baton Rouge, Ascension, Livingston, West Baton Rouge and Iberville parishes. While the current 8-Hour Ozone Nonattainment Area covers all Capital Region's Five Parishes, the existing travel demand model area lies within the boundary of five parishes.

A regional map for the boundaries of five-parish MPO CSAP study area is shown below in Figure 1.

Figure 1: MPO Boundary Study Area Boundary



IV. Offeror's Minimum Qualifications

- a. At least one principal or responsible member of the firm shall demonstrate a minimum of five years' experience in responsible charge of, or major expertise in, the field involved in this RFP.
- b. Offeror must show minimum experience of four projects of similar scope.
- c. Experience working in the development of performance measures and target setting in urban areas should be noted, if applicable to the project team.

V. Proposal Content

Proposals should contain at least the following documentation:

1. Cover Letter - This should include a summary of the key points of the proposal and the approach to accomplishing the study. The contact person's (project manager's) name, address, telephone number, and e-mail address must be included. Attachment A is the proposer's information Form. The cover letter is

not considered part of the maximum twelve-page requirement outlined in #2 of this section.

2. Study Methodology Section - This should include the Consultant's approach to tasks to accomplish the work outlined in the Scope of Work. This Section should demonstrate an understanding of the regional transportation system, travel demand modeling, and Federal and State planning requirements. This section is limited to twelve pages in length and no less than an 11-point font size.
3. Key Personnel Section - One paragraph summaries of qualifications and experience should be submitted for all personnel assigned to the project. The assignment of personnel must specifically contain the percentage of time by personnel for each task included in the Scope of Work. The key personnel section is not considered part of the maximum twelve-page requirement outlined in #2 of this section. One-page resumes for each team member shall be attached as an appendix to the RFP. Additional information or links to completed projects may also be attached to the appendix.
4. Management Plan Section - The management plan must contain a schedule of work (timeline) with milestones, and a percentage of time by each task described in the Scope of Work for the Prime and each subconsultant. The management plan section is not considered part of the maximum twelve-page requirement outlined in #2 of this section.
5. Related Work Section - Work closely related to that described in the Scope of Work which has been performed by the specific personnel assigned to this project should be briefly outlined in the proposal. Specific emphasis should be placed on work undertaken in areas similar to the Capital Region metropolitan area in the previous five years. The related work section is not considered part of the maximum twelve-page requirement outlined in Study Methodology Section (#2).
6. DBE Participation - The consultant team should strive to adhere to the Disadvantage Business Enterprise (DBE) goal of the Capital Region Planning Commission. CRPC has adopted a DBE goal of 8%.
7. MPO Standard Consultant Submittal Form (Attachment) -- The respondent shall complete and submit MPO Consultant Submittal Form with the proposal. The form is available at: <http://crpcl.org/publicnotices>

VI. Selection Procedure

CRPC will form an advisory evaluation CSAP Steering Committee consisting of persons individually and collectively knowledgeable in the areas of Transportation Safety Planning to review and rank the proposals received in accordance with the criteria of evaluation described below.

CRPC may seek additional information, conduct interviews, or request best and final offers from individual Proposers.

The evaluation committee's ranking and recommendation will be forwarded to CRPC's

Executive Director who will make a recommendation to the Baton Rouge MPO Transportation Policy Committee for final action. The recommendation and award of a contract, if any, will be to the Proposer whose proposal is most advantageous to CRPC based on the evaluation criteria set forth below.

CRPC reserves the right to reject any and/or all proposals submitted or to conclude that none of the proposals are advantageous to CRPC.

VII. Criteria for Evaluation

The proposals will be evaluated based on the following criteria with relative weights in lists below:

Item	Criteria for Evaluation	Points
A	Demonstrated an overall understanding of the scope of work and the ability to meet the requirements of this RFP	30
B	Qualifications and previous related experience of key personnel to be assigned to this project including sub-contractors	20
C	Firm's previous related work experience within the past five years which includes citing previous experience in similar studies or projects	20
D	References and recommendations of previous clients	15
E	A detailed Management Plan demonstrating the ability to complete project tasks within consultant established schedule and key milestones (must include dates)	15
	Total Possible Points	100

VIII. Budget

The maximum budget allocated to the selected consultant for the CSAP is up to and not to exceed \$275,000.

IX. Duration of Contract

This contract will commence on July 24, 2023 (anticipated) and extend through **June 30, 2024, in an approximately 12-month period.**

X. Proposal Submission Guideline

Respondents shall submit **three** bound and **one** electronic copy of the proposal to:

Capital Region Planning Commission
 Attn: Mr. Sooraz Patro, Director of Transportation
 14734 S. Harrell's Ferry Rd. Baton Rouge, LA 70816

The proposal must be received by 3:00pm C.S.T. on Friday, 06/30/2023. Please direct any questions to Sooraz Patro, Director of Transportation via email at spatro@crpcla.org. A list of received questions and responses will be posted on our website.

CRPC will not pay for the development or submission of any proposals in response to this RFP. Furthermore, CRPC reserves the right to reject any or all proposals.

Award is contingent upon CRPC receiving Notice to Proceed from FHWA.

XI. Schedule

- RFP Distribution (Website/Email) June 9, 2023
- Advertise RFP (Newspaper) June 9, 2023
- Deadline to RFP related Questions June 16, 2023; 4pm CST
- Release of Responses to Questions June 20, 2023; 4pm CST
- RFP Proposals Respondent Deadline June 30, 2023; 3pm CST
- MTP RFP Evaluation Committee Review/Ranking July 10 - 11, 2023
- Consultant Team Interviews (if needed) July 19, 2023
- TPC Review and Consultant Selection July 19, 2023
- Notification of Selected Consultant July 20, 2023
- Contract Begins (anticipated) July 24, 2023
- Contract Ends (anticipated) June 30, 2024

XII. Compliance with Federal Regulations

The successful Proposer will be required to comply with, in addition to other provisions of the Request for Proposal, the conditions required by all applicable Federal and State regulations as detailed in the attachment B (Note: forms to be filled in Appendix A & B), including the following:

1. Equal Employment Opportunity - Successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
2. Title VI Assurances - Successful Proposer will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder (49 C.F.R. part 21), and assurances by the MPO thereto.

XIII. Scope of Work

The Baton Rouge Metropolitan Planning Organization (MPO) is requesting proposals from qualified Consultants to develop a Comprehensive Safety Action Plan (CSAP). The MPO intends to award a contract and initiate the project in July 2023 with an anticipated completion date of March 31, 2024. Available funds for this project will be up to and not exceed \$275,000.

Proposed Tasks

The Consultant is highly encouraged to develop a state-of-the-art data-driven safety analytics approach utilizing best current practices in public/stakeholder engagement and environmental justice considerations to achieve the CSAP goals. The Consultant is expected to specify as much as possible while describing all related activities that is performed in support of identified tasks in line with the SS4A grant guidelines. Additionally, the Consultant is encouraged to propose additional optional tasks to incorporate as part of the scope of work.

Task 1.0 Project Management

This task will provide effective management, quality control, scheduling, work plan, progress reports and other project administrative functions. This task also requires coordination among the CRPC staff and consulting team(s). Coordination will continue throughout the duration of the study. It will ensure communication and coordination among all the parties involved with project activities. It will ensure that all task assignments are clearly defined and delivered on time. Also, task and project progress will be monitored on a regular basis and task-specific schedules will be adjusted as needed to address any unusual circumstances.

Task 2.0 Stakeholder and Public Engagement

This task is to involve and inform key participants, stakeholders and the public concerning the study process and findings and to obtain their input into the analysis and results. Particular attention will be given to engaging the "interested parties" viz. member entities such as Parish; City and Towns within the 5-Parish region and to meeting the objectives of the Baton Rouge MPO Public Participation Plan. This task will be a joint effort by CRPC staff and Consultant.

Task 2.1 – Outreach Plan, Process and Methodology

Develop a methodology that ensures public outreach will be broad and incorporated at key intervals in the transportation planning process. Key stakeholders will be identified, and schedules will be developed for stakeholder interviews and focus group meetings. Performance measures to gauge the success of outreach methods will be developed. An overall schedule of public participation events will be established and roles and duties for implementation of public meetings will be clearly defined. Public meetings will be coordinated with member agencies' existing meetings to the greatest extent possible.

Task 2.2 – Brand, Marketing Plan, and Marketing Templates

Update branding strategy including a logo, title slogan, taglines and visuals for the plan which will be developed through engagement of the MPO Technical and Policy committees as well as input from key stakeholders. Develop a marketing plan that includes identification of communication goals, message development, social media, broadcast, video, and print components. Create contact list for news outlets, parish and municipal PIO's, and key partners and stakeholders. Prepare templates for outreach materials to be used at public meetings and stakeholder interviews. Develop press releases, email blasts, and presentations for public and stakeholder engagement.

Task 2.3 – Stakeholder Outreach and Public Involvement

Perform stakeholder interviews, focus group/agency consultation meetings and public outreach events that align with the outreach plan. Public outreach methods must include digital and face-to-face components. Outreach will incorporate "MetroQuest" or similar tool to engage citizens around existing and future transportation safety needs, funding opportunities, and funding constraints, at a minimum. Public and stakeholder meetings must include real-time feedback or

voting tools. CRPC anticipates 3-4 key points in the planning process where public/stakeholder meetings will be held throughout the 5-Parish region. Public and stakeholder meetings will be held in each of the MPO metropolitan planning area parishes and member entities, during each round of meetings. The Consultant will work with CRPC to identify opportunities to cooperate with agency partners to co-host meetings where feasible. A state-of-the-art strategy to include minorities and underserved population in the planning process will also be identified and implemented. Consultant will develop a meeting “toolkit” to allow CRPC staff to host smaller outreach meetings and gather additional public input. Consultant will be principally responsible for meeting topic development, outreach methods and facilitation. CRPC staff will be available to assist with meeting set up and facilitation.

The consultant will guide MPO staff, prepare a plan for implementing an equitable and authentic public engagement process. The consultant should be prepared to help MPO staff, host public meetings hosted in accessible locations throughout the region.

The consultant should consider the following for their public engagement strategy:

1. Identify communities that are disproportionately impacted by traffic risks and ensure that they are getting representation and feedback from these traditionally underrepresented communities.
2. Prepare a memo outlining the feedback received, including the activity and participants engaged, and how the feedback will be incorporated in the CSAP.
3. Host a virtual workshop with the Transportation Technical Committee to review public feedback and to identify overall safety vision, goals, and priority crash locations.
4. Assist the MPO staff, identify a Transportation Safety Committee (TSC) representing transportation safety from the MPO member governments. The consultant will coordinate with the TSC from each member government to identify safety concerns, locations of interest, and to get feedback on recommendations.

Task 2.4 – Trend Identification and Outreach Documentation

The Consultant shall help MPO staff, tabulate and evaluate data collected and provide a series of reports on the trends and themes gathered through the various stakeholder interview and meetings. During each phase of public outreach, the Consultant shall tabulate the diversity of respondents and assess whether additional targeted public outreach efforts are needed to ensure efforts have been made to engage minority and low-income residents. The Consultant shall provide a final report detailing the public outreach effort which shall include all data collected, surveys and materials produced.

Deliverables:

- Memo outlining the public input received and how it will be incorporated into the planning process and final CSAP.

Task 3.0 State of Practice & Existing Conditions Data Review

The Consultant will collect and review existing, programs, policies, and activities, and provide a summary of current efforts to address transportation safety – including strategies MPOs are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes.

The Consultant will:

- Task 3.1: Review local and statewide plans including Local Road Safety Plans, Regional Bicycle and Pedestrian Plan, Metropolitan Transportation Plan etc., studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the region.
- Task 3.2: Assess the quality and completeness of existing available data – including crash, transportation, land use, and demographic data. If analysis methods require more information, the Consultant may recommend additional data collection.
- Task 3.3: Make recommendations, based on the literature, policy, and data review and input from the Transportation Safety Technical Advisors, on best analysis strategies and data requirements.
- Task 3.4: Review current MPO Safety Performance Measures Target Setting Process and develop a new safety target setting measures for local roads for each entity. Additionally, safety performance measures will also be reviewed as per the FTA safety TPM guidelines.

Deliverables:

- Technical Memo on Literature and Policy Review (draft and final)
- Technical Memo on Data Assessment (draft and final)
- Technical Memo on Safety Performance Measures oriented Target Setting for Local Roads.

Task 4.0 Crash Data Analysis

The Consultant will collect and review crash, traffic, and roadway data for at least the most recent 5-year period to understand critical safety issues and provide insight into trends, causes, and patterns of transportation safety throughout the region. The data analysis and final recommendations will prioritize the 4-E's of traffic safety: Engineering, Evaluation, Enforcement, and Education.

The Consultant will:

1. Analyze existing conditions and historical trends that provide a baseline level of crashes. Includes an analysis of locations where there are crashes and the severity of crashes, as well as contributing factors and crash types by relevant road users (vehicle, motorcycle, pedestrian, bicycle rider, etc.).
2. Summarize crash characteristics and determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, streetlights, pedestrian crossings, railroad crossings, etc. for each road user (vehicles, motorcycles, bicycle riders, and pedestrians).
3. Use best practices, methods, and datasets identified in Task 3 to inform the CSAP including:
 - a. Regional trends over time
 - b. The prevalence of crash types, especially those resulting in fatalities and serious injuries
 - c. The regional distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics.
 - d. Data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development
4. Compare crash data and high-risk intersections to Environmental Justice Areas (EJ Areas) and incorporate them into the summarization. Supplemental data for the EJ Areas should also be considered and included where appropriate.

Through the analysis the Consultant will identify:

1. Emphasis Areas (high-risk areas with the highest fatal and severe injuries crashes)
2. Up to ten, high-risk corridors within each of the 5- Parishes (with the highest fatal and severe injuries crashes)
3. Up to 10 high-risk intersections within each of the 5-Parishes (with the highest fatal and severe injuries crashes)

Deliverables:

- Technical memo on data analysis and findings (including equity considerations) for Emphasis Areas and high-risk corridors and intersections (draft and CSAP final)
- Tool or methodology template, to recreate regional crash distribution with available data on an annual basis (draft and CSAP final)

Task 5: Countermeasure Toolbox

The Consultant will identify countermeasures to address the Emphasis Areas and high-risk corridors and intersections. The countermeasures must at least include the 4-E's of traffic safety (Engineering, Evaluation, Enforcement, and Education) and incorporate a Safe System Approach. The Consultant will include strategies and performance measures to measure progress over time and be tracked at the regional level. In addition, Consultant shall identify correlations between countermeasures and federal performance measures. A process will need to be set up to ensure transparency in reducing roadway fatalities and serious injuries.

Deliverables:

- Systemic Countermeasure Toolbox (draft and CSAP final)

Task 6: Implementation Plan & Programs

The Consultant will develop a strategy for implementing safety measures included in Task 6 (Countermeasure Toolboxes) and a means to monitor safety outcomes to evaluate which measures are most effective for the MPO's member entities. The Consultant will identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to regional design standards to better align safety best practices. The Consultant will work with MPO staff to establish a process and create a publicly accessible tracking mechanism in the form of a document, dashboard, or any other appropriate form.

The Consultant will identify potential projects based on the results of Task 6 and develop an Implementation Plan. Strategies, potential projects, and programs will be focused around the 4-E's of traffic safety: Engineering, Evaluation, Enforcement, and Education. The Implementation Plan will:

- Recognize the needs of all users of the multimodal transportation system.
- Include potential projects that are feasible and applicable for grant funding.
- Include conceptual infrastructure improvements with quantifiable costs.
- Include a schedule for implementation.
- Identify roles and responsibilities for implementation.
- Address project evaluation and prioritization.

A project readiness timeline for each strategy and project should be included (i.e., short term = up to five years; mid-term = five to ten years; long-term = 10+ years).

Deliverables:

- Implementation Plan for priority projects (draft and CSAP final)

Task 7: Visualization and Graphics

The Consultant will develop graphic visualizations, including renderings and presentations, that communicate and illustrate proven safety countermeasures, and context-sensitive design solutions. The Consultant will identify best practices for collecting and sharing graphics and data with key stakeholders and the public and could include story maps and routine public progress reports.

Deliverables:

- Visualization and Graphics Tech Memo (draft and CSAP final)

Task 8: Comprehensive Safety Action Plan

The Consultant will develop a final CSAP (which includes all required components for the Safe Streets and Roads for All – SS4A – grant application) documenting the outcomes from stakeholder and public engagement and information and findings gathered in the previous tasks. The CSAP will guide the Baton Rouge MPO and member entities efforts for improving transportation safety and reducing roadway fatalities and severe injuries on the regional transportation system.

The CSAP will include strategies for implementation as well as the methodology to measure progress over and review and update the plan every five years (after Transportation Policy Committee approval). The CSAP will discuss implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.

The final deliverables for Tasks 6, 7, 8, and 9 will be incorporated as part of the final CSAP. The final plan shall be organized and constructed around the Safe System Approach and the 4-Es of traffic safety: Engineering, Evaluation, Enforcement, and Education.

Deliverables: ▪ Comprehensive Safety Action Plan (draft and final)

Task 9: SS4A Implementation Grant

After completion of the Comprehensive Safety Action Plan, the Consultant will, with enhanced support from Baton Rouge MPO staff, help prepare the required submission material for the SS4A Implementation Grant for FY 2024.

The Consultant will:

1. Utilize all resources provided by the DOT to ensure that MPO's Implementation Grant application meets eligibility requirements.
2. Support MPO staff, review all forms required for submission to ensure completeness and identify areas to improve the likelihood of the MPO/ member entities being awarded the Implementation Grant.
3. Support MPO Staff, draft all required forms and documents required for Implementation Grant submission.

Deliverables:

- Support MPO staff in preparing, application Narrative (prepared responses to selection criteria and specific project locations)
 - Completed SF Forms (424, 424C, 424D, LLL)
 - Completed Action Plan Application Template
 - Completed Self-Certification Eligibility Worksheet

XIV. Attachments

ATTACHMENT A: PROPOSER'S INFORMATION SHEET

ATTACHMENT B: FEDERAL REGULATIONS

- APPENDIX B.1 - CERTIFICATION REGARDING LOBBYING
- APPENDIX B.2 - DEBARMENT AND SUSPENSION CERTIFICATION
- APPENDIX B.3 - FEDERALLY REQUIRED CONTRACT CLAUSES

ATTACHMENT A: PROPOSER'S INFORMATION SHEET

All firms proposing as prime contractors or subcontractors on CAPITAL REGIONAL PLANNING COMMISSION (CRPC) projects are required to submit this form. Please complete this form and return it with your proposal.

If you have any questions about this form, please call Sooraz Patro, Director of Transportation, (225) 383-5203, or email Spatro@crpcla.org

1. GENERAL INFORMATION

Name of Firm:
Street Address:
City, State, ZIP:
Mailing Address:
City, State, Zip:

Telephone Number:
Fax Number:
E-mail address:
Web Address:
Year Firm was established:

Check all that apply:
Is this firm a prime consultant? _____
Is this firm a sub-consultant? _____ Identify specialty: _____
Is this firm a certified DBE? _____ If so, by whom? _____
Is this firm currently debarred? _____
Is this firm currently the subject of debarment proceedings? _____

2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last 3 years):

_____ <\$500,000
_____ \$500,000 - 1,500,000
_____ \$1,500,000 - \$5,000,000
_____ >\$5,000,000

Information will be maintained as confidential to the extent allowed by federal and state law.

The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded.

Name, Title

ATTACHMENT B: FEDERAL REGULATIONS

APPENDIX B.1: CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

APPENDIX B.2: DEBARMENT AND SUSPENSION CERTIFICATION

Choose one alternative:

- The Proposer, _____, certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of Title 31 USC § Sections 3801 are applicable thereto.

Executed in (City) _____, state of _____

Printed Name: _____

Authorized Signature

Date

APPENDIX B.3: FEDERALLY REQUIRED CONTRACT CLAUSES

- A. CIVIL RIGHTS REQUIREMENTS
- B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
- D. LOBBYING
- E. ADA ACCESS
- F. NO OBLIGATION BY THE FEDERAL GOVERNMENT
- G. RECORDS AND REPORTS
- H. TERMINATION
- I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
- J. BREACHES AND DISPUTE RESOLUTION
- K. CLEAR AIR
- L. CLEAN WATER REQUIREMENTS
- M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
- N. ENERGY CONSERVATION REQUIREMENTS
- O. RECYCLED PRODUCTS
- P. GOVERNING LAW
- Q. SEVERABILITY
- R. PATENT RIGHTS
- S. RIGHTS IN DATA AND COPYRIGHTS

A. CIVIL RIGHTS REQUIREMENTS

Civil Rights – The following requirements apply to the underlying contract:

- 1) *Nondiscrimination* – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) *Equal Employment Opportunity* – The following equal employment opportunity requirements apply to the underlying contract:
 - a) *Race, Color, Creed, National Origin, Sex* – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b) *Age* – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c) *Disabilities* – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%. A separate contract goal has not been established for this procurement.
- 2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CRMPO deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the CRMPO.
- 4) The contractor must promptly notify the CRMPO whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CRMPO.

C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CRMPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CRMPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification

required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**** MUST COMPLETE AND SUBMIT APPENDIX A: 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING ****

E. ADA ACCESS

Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

F. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The purchaser and Contractor acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

G. RECORDS AND REPORTS

The MPO and Contractor shall maintain all books, records, and other documentation pertaining to the Scope of Services and necessary to completely substantiate all costs incurred and billed to the MPO for a period of three (3) years from the date of final payment. These records shall be made available for inspection and audit to any state or federal authority authorized to inspect such records and copies thereof shall be furnished at the expense of Contractor, if so requested.

H. TERMINATION

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provision of this contract, the MPO may terminate this contract for default. The MPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performances set forth in this contract.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et. seq.* and U.S. DOT regulations, 'Program Fraud Civil Remedies,' 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further

acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. BREACHES AND DISPUTES

- 1) *Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the CRMPO’s Executive Director. This decision shall be final and conclusive unless within then (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Planning Director. In connection with any such appeal, the Contractor shall be afforded and opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision
- 2) *Performance During Dispute* – Unless otherwise directed by the CRMPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) *Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) *Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CRMPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or if a court of competent jurisdiction with the State in which the CRMPO is located.
- 5) *Right and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of and duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CRMPO or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, no shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

K. CLEAN AIR

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

L. CLEAN WATER REQUIREMENTS

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the Appropriate EPA Regional Office.

- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1) *Overtime requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less the one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages* – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore - shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) *Withholding for unpaid wages and liquidated damages* – The MPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other federal contract with the same prime contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor of subcontractor for unpaid wages and liquated dames as provided in the clause set forth in paragraph (2) of this section.
- 4) *Subcontracts* – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) though (4) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

N. ENERGY CONSERVATION REQUIREMENTS

The Contract agrees to comply with mandatory standards and policies relating to energy The laws of the State of Louisiana shall govern the construction, interpretation the Energy Policy and Conservation Act.

O. RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive order 12873, as they apply to the procurement of items designated in Subpart B of 40 CFR Part 247

P. GOVERNING LAW

The laws of the State of Louisiana shall govern the construction, interpretation, execution and enforcement of this Agreement.

Q. SEVERABILITY

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

R. PATENT RIGHTS

The Contractor Agrees that (a) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement or discovery, (b) The Federal Governments rights arise when the patent or patentable information is conceived or reduce to practice with federal assistance or (c) When a patent is issued or patented information becomes available as described in the preceding section (b) of section r., the FTA will be notified immediately and a detailed report satisfactory to FTA will be provided.

S. RIGHTS IN DATA AND COPYRIGHTS

"Subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the underlying agreement. Examples of 'subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying agreement.

Upon final payment, all designs, plans, reports, specifications, drawings, subject data and other services rendered by Contractor shall become the sole property of the MPO, which shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use all such materials for authorized government purposes. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by Professional include, but are not limited to the Louisiana Department of Transportation ("LADOT"), the Federal Transportation Administration ("FTA"), and the Federal Highway Administration ("FHWA").