

KU9-09864  
CPLN-09-0953

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
DESIGN WORKSHOP, INC.**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement")**

is made and entered into by and between the City of New Orleans ("City"), herein represented by Mayor C. Ray Nagin, and Design Workshop, Inc. ("Consultant"), herein represented by Kurt Culbertson, FASLA, its Principal to be effective as of October 19, 2009 ("Effective Date").

**RECITALS**

**WHEREAS**, City desires to engage Consultant for the performance of certain professional services as described herein in this Agreement;

**WHEREAS**, the City advertised a Request for Proposals ("RFP") to obtain professional services to complete the Lafitte Greenway Corridor Revitalization Plan and Greenway/Trail Design on December 23, 2008;

**WHEREAS**, Consultant submitted a proposal in response to the RFP and was selected to provide the services described in this Agreement;

**WHEREAS**, Consultant, a corporation organized under the laws of the State of Colorado and located at 1390 Lawrence Street, Suite 200, Denver, CO 80204 , is qualified and desires to perform such services on behalf of City.

**NOW, THEREFORE**, City and Consultant, for good and valuable consideration, agree as follows:

1. Introduce project goals and review assignments for Consultant;
2. Develop, with assistance from the City, a list of key experts and stakeholders to be interviewed or otherwise consulted as the Project Advisory Group during the project timeline. The purpose of the Project Advisory Group is to inform and provide feedback to the Consultant and City during project development. The Project Advisory Group (PAG) will consist of two committees: 1) Technical Committee and 2) Community Representative Committee. The PAG Technical Committee will include representatives from key governmental agencies, experts, and others whose contribution is technical in nature. The PAG Community Representative Committee will include the Lafitte Greenway Steering Advisory Committee<sup>1</sup> and others who represent community interests and organizations;
3. Discuss critical success factors/project objectives and identify key questions to explore for the Lafitte Greenway project;
4. Obtain available data, information, and published materials relevant to the Lafitte Greenway and Lafitte Corridor;
5. Conduct a 1-day tour of the project area;
6. Discuss key community issues;
7. Refine schedule for future meetings, presentations, and deliverables;
8. Establish communication channels between Consultant, City Project Manager, Project Advisory Group, and key agencies and committees; and
9. Establish method for reporting project milestones to City.

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| <p><b><u>Deliverables</u></b></p> <p><b>1. Refined Scope of Work and Draft Critical Success Factors/Project Objectives</b></p> <p><b>2. Detailed Project Schedule</b></p> <p><b>3. Project Team and Stakeholder Roster</b></p> |
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| <p><b><u>Meetings</u></b></p> <p><b>1. Project Kick Off/Joint Meeting</b></p> <p><b>2. 1-day Tour of Project Area (to be held on same day as Meeting. #1)</b></p> |
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<sup>1</sup> Lafitte Greenway Steering Advisory Committee (LGSAC) was created by the New Orleans City Council in 2007 to advise and counsel the City Council on matters relating to the planning and implementation of the Lafitte Greenway. The LGSAC includes members appointed by the Mayor, each At-Large Council member, Council members representing Districts A, B, and C, and the Friends of Lafitte Corridor (FOLC).

documents. The City Project Manager shall provide copies of the relevant background materials and City GIS files to the Consultant as the baseline of existing information. The Consultant will assemble all digital data including comprehensive photo catalogue of the area, into one clearinghouse that can be used for analysis and development of possible futures.

The Consultant will use current and available data to complete an analysis of the following: land use, urban design, economic development, infrastructure (including drainage, sewer, water, and other utilities), historic and cultural resources, parks and open space, recreation, and transportation opportunities. The Consultant will analyze and map selected information, including but not limited to: historical and projected growth patterns of population and households; current and projected distribution of household income, age and household size, employment trends, commuting patterns and other pertinent factors, physical conditions, and build-out potential. This information will be used to assess their effects on the stated critical success factors and during the visioning sessions to ensure that development scenarios are based on realistic understanding of current conditions and possible futures. It will also provide a basis for the Revitalization Plan and as a benchmark to measure future progress.

#### **Deliverables**

#### **6. Summary of Existing Conditions**

#### **7. Preliminary Issues and Opportunities Identified**

#### **8. GIS Database (files provided by the City)**

### ***TASK 3: COMPLETION OF TITLE RECORD SEARCH***

#### **Task 3.1 – Title Record Search**

The Consultant will conduct a title record search to legally confirm the location and extent of publicly-owned property, easements/servitudes, and franchise agreements in the area shown within the boundaries shown on **Maps 1 and 2 of Attachment A**. This information shall include the following:

- Indications of parcel ownership; and
- All liens, mortgages, easements, and encumbrances together with all recorded documents for no less than 40 years.

## **TASK 4: COMPLETION OF LEGAL AND TOPOGRAPHIC SURVEY**

Consultant will survey all land owned by governmental (local, State, and federal) agencies, public easements, and private property owned by Louisiana Institute for Film Technology (LIFT) within the boundaries of the following specified areas:

Area 1: Bounded by Basin Street, St. Louis Street, N. Jefferson Davis Parkway, and Lafitte Avenue (see **Map 1 of Attachment A**); and

Area 2: the entire public right-of-way of St. Louis Street bounded by N. Jefferson Davis Parkway and Canal Boulevard (see **Map 2 of Attachment A**).

All surveying must be performed and certified by a qualified surveyor who is licensed to practice land surveying in the State of Louisiana. Extent of legal boundary survey areas and topographic survey areas required through this Agreement are shown on **Maps 1 and 2 of Attachment A**.

Detailed tasks include:

- Establish a project baseline that can be recovered for construction. Baseline and survey will be referenced to the Louisiana State Plane Coordinate System, South Zone, NAD 1983 (2007 adjustment). The baseline plot shall be submitted to the Department of Public Works for approval.
- Prepare a boundary survey with a written metes and bounds legal description. Bearings will be based on the Louisiana State Plane Coordinate System, South Zone, NAD 1983 (2007 adjustment).
- Establish temporary benchmark every 1000 feet along project. Elevations will be based Cairo vertical datum in accordance with the City of New Orleans Department of Public Works General Guide for Design, Survey, and Preparation of Plans and Specifications (latest edition).
- Take elevations across the site at 50' intervals and at breaks in grade to extend across the adjacent streets to the far side of the rights of ways.
- Location of all visible surface objects within the designated limits of survey including, but not limited to, trees, utility poles, manholes, water meters, buildings, fences, light standards, traffic control devices, signage, structures, pavement and other topographic features.
- Location of visible above ground utilities and those underground utilities with visible surface evidence. The Consultant shall acquire all information on existing and proposed utilities within the limits of the project through field surveys and from contacts with the

- 1) **Greenway Design & Revitalization Plan Vision and Development Alternatives (design and planning charrette);**
- 2) **Greenway Design Implementation –Preferred Alternative Workshop; and**
- 3) **Revitalization Plan Implementation-Preferred Alternative Workshop.**

Project Advisory Group will review and comment on the results of all three workshops. The Group will be consulted at the end of the modeling process. Assumptions will be evaluated and a Preferred Alternative will be chosen.

### **5.1 Greenway Design & Revitalization Plan Vision and Development Alternatives (Design Charrette)**

The Consultant will assist community in understanding multiple options and possible elements of future development scenarios:

- The Consultant team will conduct a 5-day workshop where participants will work together to generate greenway design alternatives & corridor revitalization development alternatives. The Consultant team will capture these alternatives and present them in an appropriate format (maps, diagrams, renderings). Up to twelve 1.5 hour stakeholder meetings are anticipated during this charrette.

The 5-day workshop will begin by developing the following items. These items will be based on the baseline/existing conditions analysis, and the Consultant shall develop the following deliverables and present them for public discussion.

- Preliminary Vision Statement: A vision statement shall describe the desired state of the Lafitte Greenway and Corridor and will focus on the social, environmental, economic, and physical design conditions of the Lafitte Greenway and Corridor and its revitalization opportunities.
- Preliminary Goals and Objectives : The Consultant will present preliminary goals and objectives that will establish a comprehensive outcome. Metrics will be identified to measure the success of the Revitalization Plan and Lafitte Greenway. *(NOTE: Final goals and metrics will be based on the initial Critical Success Factors, input from the community, results from the questionnaire, and technical analyses).*
- Questionnaire: The Consultant will distribute a questionnaire to assess feedback about the preliminary vision, goals and objectives for the greenway and the corridor. This will be used to gauge community interest in or concerns about each possible future. This questionnaire will be available at meetings, online, and distributed through news media.

## **TASK 6: COMPLETION OF THE LAFITTE CORRIDOR REVITALIZATION PLAN**

### **Task 6.1 – Draft Revitalization Plan**

Based on the preferred alternative and community vision, the first Draft Revitalization Plan will be prepared. The Consultant will provide their expertise to each section - land use, urban design, economic development, infrastructure, parks/recreation, and transportation opportunities. The Consultant will vet the draft document with the Project Advisory Group at key points in the process. The Consultant will also identify in the plan the agencies, organizations, and groups with key roles in the plan implementation and identify their specific responsibilities. The Consultant will inventory existing land use, zoning, and development codes and procedures to identify opportunities to streamline and recommend changes. An implementation work plan will be provided to the Project Advisory Group for review and approval.

Detailed tasks include:

The Draft Revitalization Plan will include strategies that consider land use, zoning, urban design, sustainability, transportation, private market forces, public redevelopment, public/private partnerships, capital investments, and environmental resources, as appropriate for promoting livability, economic vigor, and social equity for the Lafitte Greenway Corridor. Sections will be submitted to the Project Advisory Group for review and comment at the 80% phase. Upon receiving comments from PAG, we will prepare a 100% draft and presentation for CPC staff review. Once we have received the CPC staff review comments, we will make revisions and presentation in order for public review and additional CPC staff review. Upon receiving the public and additional CPC staff review comments, we will make final revisions and complete a 100% complete plan. This plan will be ready for CPC formal public hearing and final plan adoption, for which CPC and Design Workshop will co-present.

Specific tasks that the Consultant team will address include:

- Identify the demand and potential use of the greenway. A profile of potential trail users will be developed from data obtained from the Community Workshop, a review of demographic/socioeconomic data, and questionnaire;
- The compatibility of residential, industrial, and commercial land uses with the greenway and trail and ways to improve their compatibility without displacement of businesses;
- Land use inventory for the Lafitte Corridor that will include existing uses (e.g. commercial, industrial, etc.), - the area for the parcel-by-parcel land use inventory will be a one block distance from the edge of the Lafitte Greenway as defined in Article I and a two block distance from the edge of the Lafitte Greenway at major nodes including Basin

make it available for public review and comments. As per Community Outreach Strategy, the Draft will be announced in the media and made available for review at various public venues.

Deliverables:

15. Draft Revitalization Plan with implementation strategy (80% to PAG)
16. Draft Revitalization Plan with implementation strategy (100% draft to CPC staff)
17. Project Advisory Group Meeting Agenda, Presentation & Summary
18. Revisions to the Draft and Public Release of the document
19. Press Release (one at every major meeting); website posting, etc

Meetings:

8. Project Advisory Group Meeting at 80% Draft
9. City Planning Commission staff meeting at 100% Draft

**Task 6.2 – Public Review and Approval Process**

The Consultant will seek approval for the Lafitte Corridor Revitalization Plan from the community and City Planning Commission. This effort will include presentations to the community and City Planning Commission (up to 2) at which point final comments from the public and the Commission are addressed.

Deliverables:

19. Community meeting (open house) Presentation and Material, Summary and response to comments
20. 100% Draft after review/revisions of public comments with CPC staff
21. City Planning Commission Meeting, Presentation and Material, Meeting Summary and Response to Comments

Meetings:

10. Community meeting –open house
11. City Planning Commission staff meeting to review public comments from meeting #10
12. City Planning Commission Hearing/Final Adoption

The Consultant will use the "Pyramid Methodology" to evaluate the financial sustainability of the Laffite Greenway that considers operational and capital funding requirements. This approach will provide a basis for resource allocation decisions and creating pricing and cost recovery strategies. Through the planning process, the Consultant will identify land use strategies that may provide revenue generating opportunities and will also suggest any potential partnerships that could be financially beneficial and viable for the development and management of the Greenway and Lafitte Corridor. The Consultant will provide recommendations and sample documents to formulate a Partnership Policy that will help minimize risk and streamline partnership opportunities and leverage resources.

Deliverables:

**23. Report analyzing and providing recommendations for potential maintenance funding, financial sustainability, appropriate cost recovery, alternative funding, and partnership potential and policies.**

Meetings:

## **TASK 8: COMPLETION OF TRAIL AND GREENWAY DESIGN AND CONSTRUCTION**

The Consultant shall provide the City with all services required for preparation of conceptual/schematic plans, preliminary design plans, final design plans, specifications, and bid documents. It is the intent of this Agreement that (with the exception of data specifically listed to be furnished by the City) that the Consultant shall obtain all data and furnish all services and materials required to fully develop and complete the plans, specifications, and bid proposals through the contract plan stage, including any and all work beyond the limits of the project that may be necessary to make proper connection at the beginning and end of the project, as street intersections, driveways, bridges, walkways, and bikeways.

The Consultant shall be responsible for the relevance and accuracy of items and details included in the plans, specifications, and other contractual documents. The City will review and approve such documents only for general conformance to the Scope of Services. It is understood that the preparation of preliminary and final plans, specifications, bid documents, and estimates required of the Consultant under this Agreement will meet the standard



- Determine the target site improvement budget with the client.
- Review the topographic and legal survey.
- Visit the site to become familiar with the site conditions such as soils and context surrounding the site. Field-verify survey information, including the limits of existing improvements.
- Complete an existing conditions site and program analysis focusing on drainage, vegetation, soils, shade, human comfort, safety, accessibility, visibility, cultural and historic landmarks, ecological significance, and other significant site and program attributes. The site and program analysis for the greenway will be completed with the revitalization plan site and program analysis.
- Prepare a detailed project schedule/work plan and necessary base maps
- Attend up to two (2) meetings with the Project Advisory Group.
- Present proposed conceptual/schematic design to City Planning Commission's Design Advisory Committee (DAC) and incorporate DAC recommendations as appropriate.
- Lead one public meeting. This meeting will be held jointly as part of the "Community Workshop" (Task 5). At this meeting the Consultant will conduct a presentation of "best practices" in greenway planning, design, stormwater management, sustainability, implementation and long term maintenance/operations.

Deliverables:

- 24. Examples of improvement model and probable cost of each model.**
- 25. Meeting notes and written documentation of specific research topics.**
- 26. Existing site and program analysis**
- 27. Project schedule/work plan and base maps.**
- 28. PowerPoint presentation on best practices in greenway planning, design, implementation, and long term maintenance/operations.**

Meetings:

- 14. Up to two (2) meetings with the Project Advisory Group. One meeting will be held on the same day as Meeting #4, and the other on the same day as Meeting #8.**

- Cost estimates for construction of the recreational, educational, artistic, historic and cultural amenities in the greenway; and
- Recommendations for phasing the construction of the trail and greenway.

The Consultant will meet with developers working in the Corridor and others with significant land holdings or interests.

The specific tasks to be completed are as follows:

- Establish program requirements and develop design principles to guide decision making.
- Prepare a framework plan, summarizing major influences upon design. These influences should include at a minimum: land use, zoning, ownership, vegetation, geology, soils, hydrology, topography, significant natural features, wildlife, climate, access and transportation, views, noise, future transportation and transit, parking, stormwater, utilities, historic and cultural resources and patterns, recreational needs, facility needs, and socio-economic impact.
- Prepare two Conceptual/Schematic Design Plans, including illustrative sections, elevations and conceptual cost estimates.
- Prepare image character boards or bound booklets in order to convey the landscape design intent.
- Attend up to two (2) meetings with the Project Advisory Group.
- Based on input from the Project Advisory Group, the Consultant will recommend a preferred Conceptual/Schematic Design to the City.
- Develop a phasing strategy for implementation.
- Lead one public meeting. At this meeting the Consultant will create two conceptual/schematic alternatives for the greenway design with stakeholder input as part of the implementation workshop. All applicable drawings of the conceptual/schematic designs will be placed on the project website for a period of no less than 30 days for further review and comments by the community.

Deliverables:

**29. One Framework plan that fits on two 36"x48" boards**

- 9) National Electric Safety Code
- 10) DOTD Environmental Impact Procedures (Vols. I-III)
- 11) Policy on Geometric Design on Highways and Streets
- 12) Construction Contract Administration Manual
- 13) Materials Sampling Manual
- 14) DOTD Bridge Design Manual
- 15) Consultant Contract Services Manual
- 16) International Building Code
- 17) State Fire Marshal Code (NFPA 101)
- 19) State Plumbing Code
- 20) Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 21) Geotechnical Engineering Services Document
- 22) DOTD Policy For Roadside Vegetation Management
- 23) A Guide to Constructing, Operating, and Maintaining Highway Lighting Systems

The specific tasks to be completed are as follows:

- Research site improvement materials, historic information, environmental systems and plant palettes.
- Develop and test specific design elements.
- Prepare an overall site plan that clearly illustrates the preferred greenway concept, key relationships, planting concepts, site circulation, materials and the relative disposition of the program on the site.
- Illustrate preliminary site grading and drainage concepts for all applicable areas along the greenway including land contouring, landscape berms, swales, walls and drainage in hardscape areas.
- Prepare a lighting design strategy and develop a preliminary landscape lighting scheme for all major landscape areas along the greenway.
- Prepare up to four illustrative perspective drawings that communicate the preferred alternative. Each illustrative will highlight planting, materials, wayfinding/signage, lighting and drainage at a preliminary design level.
- Ensure that deliverables address comments received from the Louisiana Transportation Enhancement Program and the Louisiana Recreational Trails Program for segments

35. **Four Cross Sections / Elevations at an agreed-upon scale illustrating the basic landscape intent. (single copy)**
36. **One illustrative grading/drainage and stormwater management site plan at an agreed-upon scale printed on 22" x 34" sheets (single copy)**
37. **Four perspective sketches illustrating the basic landscape intent. (single copy)**
38. **One agenda and summary per meeting**
39. **Preliminary-level opinion of probable site/landscape construction cost.**

Meetings:

17. **Attend "Plan-in-Hand" Meeting**
18. **Up to two (2) meetings with the Project Advisory Group.**
19. **One public meeting**

#### **Task 8.4 – Final Design**

This phase shall consist of professional services required for the preparation of final construction plans, specifications, bid documents, and construction cost estimates. The specific sub-tasks to be completed are as follows:

- Prepare site demolition/protection plans illustrating existing hardscape and landscape areas that will be demolished or preserved.
- Prepare materials plan indicating the type(s) of materials to be used and location. This plan series will double up as the design layout indicating overall design intent plans.
- Prepare site grading, drainage and stormwater management plans including contouring, walls, swales, flow lines and drainage devices. Indicate alignments, elevations, slopes and grade transitions.
- Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation, micro climate, sun/shade patterns and erosion control are accommodated in the solution. The Consultant shall, in a timely manner, contact the City's Department of Parks and Parkways regarding horticultural requirements.

All plans shall conform to the requirements of the Louisiana Department of Transportation and Development Road Design Manual, Chapter 8.

The sequence of work under Task 8.4 shall be as follows:

1. After the plan-in-hand inspection, the Consultant shall make necessary changes and, when authorized by the City, begin to prepare the final plans. The Consultant shall then submit two (2) full size, 22-inches X 34-inches hard copies and electronic files of the plans to the City. These shall be stamped "ADVANCE CHECK."
2. The Consultant shall prepare detailed construction specifications and bid documents for the project and submit two (2) sets of hard copies and electronic files, along with the "ADVANCE CHECK" prints to the City for review. A revised construction contract cost estimate and revised computations shall be submitted at this time.
3. Upon receipt of the City's comments pertaining to plans and specifications, the Consultant shall revise and complete the final contract plans and specifications.

Deliverables:

40. **One Demolition Plan(s) (single copy).**
41. **One Materials Plan(s) (single copy).**
42. **One Grading, Drainage and Stormwater Management Plan(s) (single copy).**
43. **One Planting Plan(s) (single copy).**
44. **Up to Three Composite Sections/Site Cross Sections/Elevations showing the landscape intent.**
45. **One Preliminary Irrigation Plan(s) (single copy).**
46. **One Preliminary Site Lighting Plan(s) (single copy).**
47. **One Signage, Wayfinding and Interpretive Plans(s) (single copy).**
48. **One Civil and Infrastructure Plan(s) (single copy).**
49. **One Mechanical, Electrical and Plumbing Plan(s) (single copy).**
50. **One Structural Plan(s) (single copy)**
51. **Final Design details and reference sections.**

- Finalize plant availability
- Review Construction Documents with City staff.

Deliverables:

54. One Demolition Plan(s) (single copy).
55. One Layout (Horizontal Control) Plan locating all applicable site improvements and amenities (single copy).
56. One Materials Plan showing types of pavements, materials, walls, furnishings and other site elements (single copy).
57. One Grading, Drainage and Stormwater Management Plan (single copy).
58. One Planting Plan scale showing tree, shrub, vine and groundcover locations and a complete plant material schedule (single copy).
59. One Irrigation Plan showing identification, location, and sizing of irrigation systems and their component parts (single copy).
60. One Site Lighting Plan showing type, location, and mounting details for lighting fixtures. (single copy)
61. One Signage, Wayfinding and Interpretive Plans (single copy).
62. One Civil and Infrastructure Plan(s) (single copy).
63. One Mechanical, Electrical and Plumbing Plan (single copy).
64. One Structural Plan(s) (single copy).
65. Details and reference sections of the above-described drawings with information required for construction, installation, and finishing of the project.
66. Preliminary Construction Document level opinion of probable construction cost.
67. Technical specifications for the design of the project in a standard CSI format.  
General Conditions, Special Requirements and Bidding Documents shall be provided by the City.

Meetings:

21. Up to two (2) meetings with the City's Project Advisory Group, Lafitte Greenway Advisory Committee and/or other consultants.

Project Manager informed of the progress of construction. The Consultant may recommend rejection of work to the City if the contractor fails to conform to the contract documents.

The specific tasks to be completed are as follows:

- Schedule a meeting with the LaDOTD District Project Engineer (District Construction Coordinator) in order to determine when a LaDOTD certified inspector is needed; to review the paperwork required for partial estimates, final estimates and change orders (plan changes); and to verify what the sampling and testing requirements for the job will be.
- Attend weekly construction meetings, including pre-construction meeting, with contractor and his sub-contractors as part of the site visit schedule.
- Select and tag plant material for conformance to specifications at place of growth. (Maximum of two trips.)
- Review and recommend for approval shop drawings, samples, mock-ups and other submissions of the contractor for compliance with construction documents.
- Respond to requests for clarifications.
- Prepare and submit design and engineering related field orders.
- Review certificates of payment submitted by contractor. The Consultant shall be responsible for ensuring compliance with prevailing wages in accordance with the Davis Bacon Act..
- Observe paving layouts and quality of workmanship of paving materials.
- Observe layout and installation of irrigation systems and specified coverage tests.
- Observe location and quality of plant material.
- Observe grading, drainage, and stormwater management.
- Observe structural, mechanical, electrical and plumbing construction.
- Observe wayfinding, signage and interpretive sign construction.
- Review as-built drawings.
- Provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion. Documentation shall follow the LaDOTD Construction Contract Administration Manual (CCA Manual), a copy of which may be downloaded from the Department's website.

obligated to re-perform, at no additional cost to City, any or all of the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be Performed by City. City shall perform each of the following services as set forth in this Article:

- A. Provide administration of the Agreement through the Department of Public Works (the Department);
- B. Provide access to all personnel and records deemed necessary for the performance of the Services by Consultant; and
- C. Provide available surveys and GIS data that may be relevant for use on the project. The staff of the City will be available to discuss the intended Scope of Services during normal working hours, as requested by the Consultant.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES**

Section 1. Representations and Warranties of City. City represents and warrants that:

- A. City has the legal authority to enter into this Agreement; and
- B. The undersigned Mayor has the authority to execute this Agreement on behalf of City.

Section 2. Representations Consultant. Consultant represents that:

- A. Consultant has not employed or retained any entity or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement nor has Consultant paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Consultant in securing this Agreement. Consultant acknowledges its understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to City Code Section 70-509 and shall



approval by City-it being understood that City, at all times, is ultimately relying upon Consultant's skill and knowledge in performing the Services;

H. Consultant is bonded, if required by law, and fully and adequately insured to for the injury of its employees and any others incurring loss or injury as a result of the actions of Consultant or its employees or subcontractors in the performance of is obligations under this Agreement; and

I. Consultant has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to material and shall be conclusively deemed to have been relied upon by the receiving party.

### **ARTICLE III** **COMPENSATION**

Section 1. Rate of Compensation. For services provided herein, the City shall pay and the Consultant agrees to accept, as full compensation for the design, planning, and engineering services to be performed under this agreement, as shown in the Fee Schedule below:

customer" rates are reduced during the term of this Agreement, Consultant shall be obligated to promptly notify City of such reduction in writing, and such reduced rates shall apply to any services provided on or after the date that Consultant first reduced such rates. City shall have the right to enforce this provision for up to one (1) year following the termination of this Agreement.

Section 3. Partial and Final Payments.. As a prerequisite to payment, Consultant shall submit to City monthly invoices describing in detail, at a minimum, the percentage and dollar amount of the work accomplished to date for such submission and show a five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work per task. When each phase of work is satisfactorily completed, the retainer for that phase will be released.

The original and five (5) copies of all invoices in a format approved by the Department shall be submitted to the Department along with six (6) sets of back-up or verification documentation. Upon receipt and approval by the Department of each invoice, the Department will pay the amount show to be due payable within thirty (30) days.

Section 4. Maximum Compensation Subject to Appropriation. City's obligation to compensate Consultant hereunder shall not at any time exceed the maximum compensation, in the aggregate, of \$891,610. Further, all compensation owed Consultant pursuant to this Agreement is contingent upon the appropriation and allocation of funds by City.

Section 5. No Payment for Services Beyond Scope of Agreement. Except as may be provided by laws governing emergency procedures, officers and employees of City are not authorized to request Consultant to provide additional services that would result in the performance of services beyond the scope set forth in Article I, unless this Agreement has been amended in accordance with the terms of this Agreement to authorize such additional services and/or expenditures. City shall not be required to reimburse Consultant for any services that are provided by Consultant that are beyond the scope of this Agreement, in the absence of a duly authorized executed amendment hereto.

Section 6. No Payments in Excess of Maximum Compensation. Officers and employees of City are not authorized to offer or promise to Consultant additional funding for the contract in excess

The Consultant agrees to complete each phase as shown in the schedule below. A written Notice to Proceed (NTP) will be supplied by the City Planning Commission for Tasks 1 through 8.2 and by the Department of Public Works for subsequent Tasks..

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| Task 1 PROJECT KICKOFF AND ORIENTATION                                   | 60# Calendar days after NTP   |
| Task 2 BASELINE CONDITIONS   | 75# Calendar days after NTP   |
| Task 3 TITLE RECORD SEARCH   | 120# Calendar days after NTP  |
| Task 4 TOPOGRAPHIC AND LEGAL SURVEY                                      | 90# Calendar days after NTP   |
| Task 5 COMMUNITY WORKSHOP  | 270# Calendar days after NTP  |
| Task 6 COMPLETION OF THE LAFITTE<br>CORRIDOR REVITALIZATION PLAN         | 450# Calendar days after NTP  |
| Task 7 COMPLETION OF THE LAFITTE<br>GREENWAY MANAGEMENT STRUCTURE REPORT | 270# Calendar days after NTP  |
| Task 8 COMPLETION OF DESIGN FOR THE<br>TRAIL AND GREENWAY                |   |
| Tasks 8.1-8.2 (Design Start Up through<br>Conceptual/Schematic Design)   | 180# Calendar days after NTP  |
| Tasks 8.3-8.7 (Preliminary Design through<br>Contract Administration)    | TBD# Calendar days after NTP will<br>be addressed in a supplement to be<br>issued before Preliminary Design |

**ARTICLE V**

**GENERAL CONTRACT PROVISIONS**

- 1) **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultants employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual

agreement, that the City of New Orleans shall not be liable to the Consultant for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Consultant shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6) ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION

COVERAGE: Consultant herein expressly declares and acknowledges that it is an independent Consultant, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

- a. Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by Consultant are outside the normal course and scope of the City's usual business; and
- c. Consultant has been independently engaged in performing the services listed herein prior to the date of this agreement.

7) Consequently, neither Consultant nor anyone employed by Consultant shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

8) WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Consultant, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

9) JURISDICTION & CHOICE OF LAW: The Consultant hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Consultant.

specific DBE participation goals. Consultant's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program."

"DBE Compliance Reporting. Consultant agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- i. The name and business address of each DBE involved in the contract;
- ii. A description of the work performed and/or the product or service supplied by each DBE;
- iii. The date and amount of each expenditure made to a DBE; and
- iv. Such other information as may assist the DBE Compliance Officer in determining Consultant's compliance with the DBE Program and the status of any DBE performing any portion of the contract."

"Access to Books and Records. Consultant agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program."

## ARTICLE VI

### **INDEPENDENT CONTRACTOR STATUS**

Section 1. Independent Contracto Status. Consultant shall not be deemed an employee, servant, agent, partner or joint venture of City. Rather, Consultant herein expressly acknowledges and agrees that it is providing services exclusively as an independent contractor to City, as such term is defined in La. Rev. Stat. 23:1021(6). As such, Consultant agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of City. Further, Consultant acknowledges and agrees that, as an independent

the laws of the State of Louisiana, excepting its conflict of laws provisions.

Section 2. Exclusive Jurisdiction and Venue. For all claims arising out of or related to this Agreement, Consultant hereby consents and yields to the exclusive jurisdiction and venue of the Civil District Court for the Parish of Orleans and expressly waives any (A) pleas of jurisdiction based upon Consultant's residence and (B) right of removal to federal court based upon diversity of citizenship.

### **ARTICLE VIII**

#### **RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

Section 1. Retention. Consultant agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 2. Right to Audit Access. At any time during normal business hours, upon receipt of reasonable notice and as often as City may deem necessary, Consultant shall make all data, records, reports and all other materials relating to this Agreement available to City for examination and copying. In addition, Consultant shall permit City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable City to verify the accuracy of Consultant's invoices for payment for the performance of the Services.

Section 3. Ownership. All data collected and all products of work prepared, created or modified by Consultant in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of City, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of City. City shall have all right, title and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of City. All such Work Product may be used and distributed for any purpose deemed appropriate by City without the consent of and for

**ARTICLE XI**  
**NOTICE**

Section 1. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to City:                    Mr. Robert Mendoza  
   City of New Orleans  
   Department of Public Works  
   1300 Perdido St. 6W02  
   New Orleans, LA 70112

and                                City Attorney  
   City of New Orleans  
   1300 Perdido St. 5E03  
   New Orleans, LA 70112.

If to Consultant:            Mr. Kurt Culbertson  
   Principal-In-Charge  
   Design Workshop, Inc.  
   1390 Lawrence Street, Suite 200  
   Denver, CO 80204

Section 2. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Section 3. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and Consultant.

14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246,  
AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
20. ENERGY EFFICIENCY
21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS
24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF CONTRACTOR



workers' representatives of the Consultant's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subConsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

The Consultant shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Consultant and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Consultant or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Consultant that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Consultant will take such action as the government may direct as a means of enforcing such provisions.

**10. FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**13. REPORTING REQUIREMENTS**

The Consultant shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**14. CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Consultant agrees as follows:

costs arising from the use of such design, device or materials, in any way involved in the work. The Consultant and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**17. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Consultant for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**18. TERMINATION FOR CAUSE**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this contract shall, at the option of the Owner, become the Owner's property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Consultant, and the Owner may withhold any payments to

the Consultant the same power as regards terminating any subcontract that the Owner may exercise over the Consultant under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**22. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Consultant represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

**23. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or the Consultant's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. ASSIGNABILITY**

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**29. INTEREST OF CONSULTANT**

The Consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

**30. POLITICAL ACTIVITY**

The Consultant will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

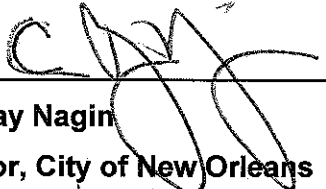
The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.



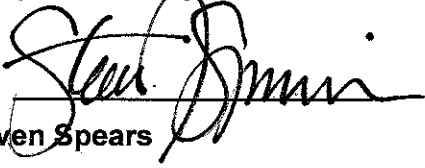
cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the date first written above.

**CITY OF NEW ORLEANS**

By:   
C. Ray Nagin  
Mayor, City of New Orleans  
Date: 11-11-09

**Design Workshop, Inc.**

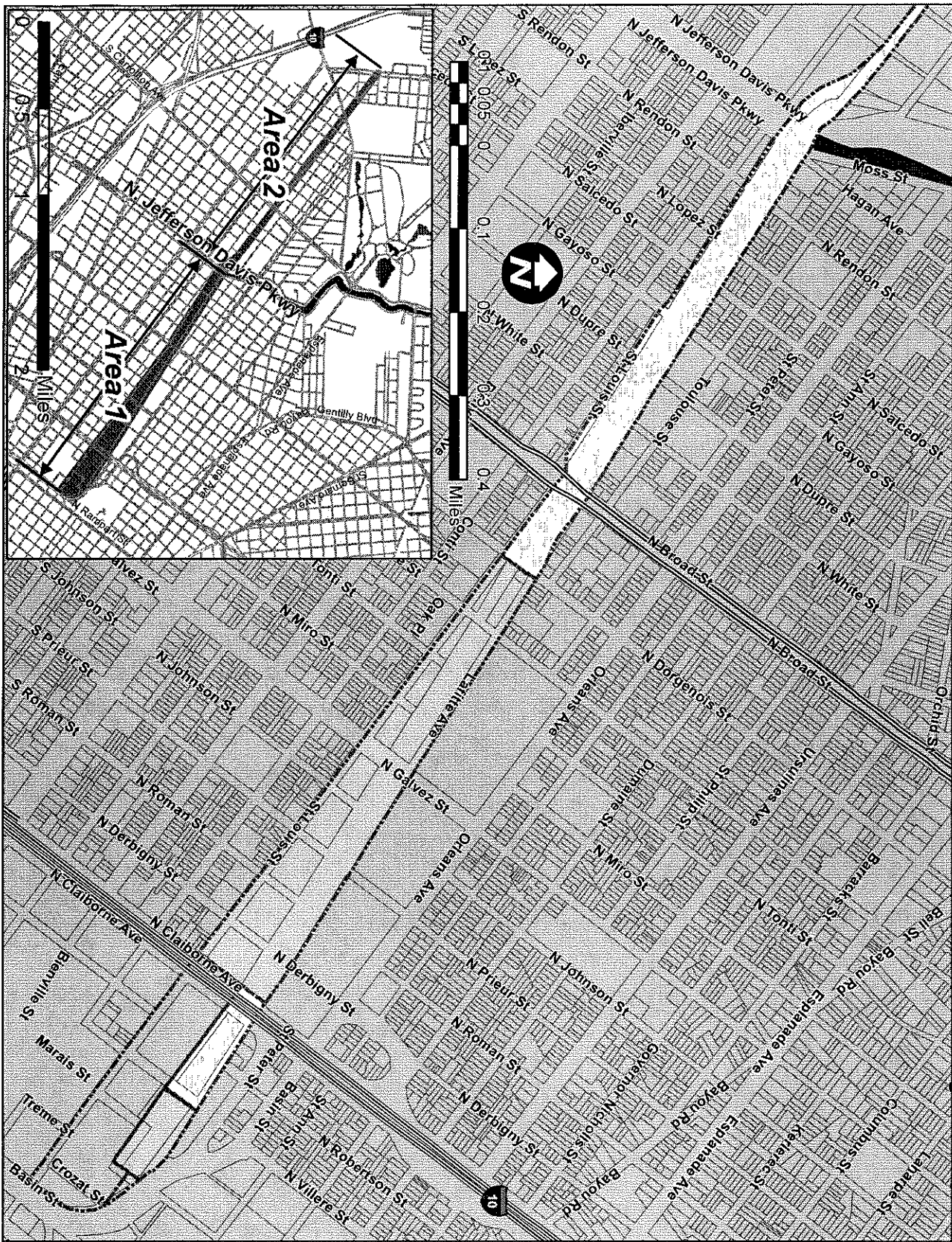
By:   
Steven Spears  
Principal  
10-15-9  
Taxpayer Identification Number: 84-0819969  
Date: 10-15-9

APPROVED AS TO FORM AND LEGALITY:

*FRED WILD*

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City of New Orleans Law Department



Map 1: Basin St. to N. Jefferson Davis Pkwy.



CITY OF NEW ORLEANS  
MAYOR'S OFFICE  
OF  
TECHNOLOGY  
GIS DEPARTMENT  
gis@cityofno.com

**Legend**

- Title Search Boundary
- Survey Type**
  - Topographic
  - Topographic & Legal
- Parcels
- Street Segment Type**
  - Interstates
  - US Highways
  - State Highways

Orleans Parish

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