ADDENDUM NO. 1
JUNE 28, 2007

# STATE OF LOUISIANA
# Department of Transportation and Development

## REQUEST FOR PROPOSALS
FOR
## State Project No. 700-90-0016
## RETAINER CONTRACT FOR DEBRIS REMOVAL AND DISPOSAL MONITORING RESOURCES
## District 62

June 15, 2007

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## 1.0 GENERAL INFORMATION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) to Consulting Firms interested in assisting DOTD with the necessary staffing and equipment resources necessary to supplement DOTD resources in the monitoring of district-wide debris removal and disposal contracts as a result of nature or man-made disaster(s)/event(s). One Prime-Consultant (Consultant) shall be selected for the DOTD district governed by this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

### *1.1 Background*

The 2005 hurricane season (storms Katrina and Rita) impacted the State of Louisiana (State) with a magnitude of damage that will take years of recovery. In addition to this recovery process, the State must also be ready to manage any new disaster that may happen. Lessons learned from Katrina and Rita prove that disaster planning and management are critical to protect the citizens and property of the State. The need for consulting services to help DOTD prepare for and respond to a disaster is critical. The State seeks to pre-arrange monitoring services that could step in and augment DOTD with inspection services for debris removal service.

### *1.2 Scope of Services*

**On an as-needed basis**, the Consultant will be given a Task Order to provide the necessary staffing and equipment detailed in the Task Order to:

- Assist and support the assigned DOTD Project Manager/Project Engineer(s) in the inspection and monitoring of district-wide Debris Removal and Disposal Contracts on federal aid qualifying and non-federal aid qualifying routes.

The Consultant will have seven (7) calendar days to fulfill the Task Order.

Consultant hereby agrees to furnish qualified and capable personnel and equipment as specified in detail in Attachment “A” in order to accomplish the specified services in Attachment “B”.

### *1.3 Project Manager*

The DOTD Project Manager will be identified at the time each task order is issued.

## 2.0 ADMINISTRATIVE INFORMATION

### *2.1 Expected Time Period for Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **August 1, 2007** and to continue through **July 31, 2010**. DOTD reserves the right to contract for up to a total of three years with the concurrence of the Consultant and all appropriate approvals.

### *2.2 RFP Coordinator*

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Mr. Edward R. Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

This RFP is available in electronic form at
http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand
http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp, or in printed form by submitting a written request to the RFP Coordinator.

### *2.3 Proposer Inquiries*

DOTD shall consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

### *2.4 Notice of Intent to Submit*

A written Notification of Intent to Submit must be received by the RFP Coordinator by the submission deadline shown in the Calendar of Events.

### *2.6 Calendar of Events*

| **Event** | **Date** |
|---|---|
| Advertise RFP and mail public announcements | 06/15/2007 |
| Deadline for written notification of intent to submit | 06/22/2007 |
| Deadline for receiving proposer inquiries | 06/27/2007 |
| Issue responses to proposer inquiries | 07/02/2007 |
| Proposal submission deadline | 07/16/2007 |

| | |
|---|---|
| Announce Award of "Successful proposer" | 07/23/2007 |
| Contract execution | 07/30/2007 |

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

## 3.0 PROPOSAL INFORMATION

### *3.1 Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP should submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

### *3.2 Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the selected proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### *3.3 Qualifications of Proposer*

The following qualifications must be met at the time of proposal submittal:

- The proposal must demonstrate that the proposer has adequate staff which possesses the minimum training courses as shown in Attachment "A" to provide monitoring services for debris removal.

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### *3.4 Revisions to the RFP*

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### *3.5 Waiver of Administrative Informalities*

DOTD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### *3.6 Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

### *3.7 Withdrawal and Re-submission of Proposal*

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### *3.8 Subcontracting Information*

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

### *3.9 Ownership of Proposal*

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

### *3.10 Proprietary Information*

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and shall be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### *3.11 Cost of Preparing Proposals*

DOTD is not liable for any costs incurred by prospective Consultants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral

presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by DOTD.

### *3.12 Errors and Omissions in Proposal*

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to errors identified in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

### *3.13 Contract Award and Execution*

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

The selected proposer shall be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds ten working days or if the selected proposer fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

### *3.14 Code of Ethics*

Proposers are responsible for determining that there shall be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## 4.0 RESPONSE INSTRUCTIONS

### *4.1 Proposal Submission*

One original (**stamped original**) shall be, and four copies of the proposal should be, submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

The proposal should be identified with the State Project No. **700-90-0016** and shall be submitted **prior to 3:00 p.m. CST on Monday, July 16, 2007,** by hand delivery or mail addressed to:

Mr. Edward R. Wedge, III, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, shall not be considered.

### *4.2 Cover Letter*

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### *4.3 Proposal Format*

The proposer should submit a proposal as specified in Attachment I which should include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

### *4.4 Certification Statement*

The proposer must sign and submit the Certification Statement shown in Attachment III.

## 5.0 EVALUATION AND SELECTION

### *5.1 Evaluation Team*

The evaluation of proposals shall be accomplished by the Project Selection Committee, which shall determine the proposal most responsive and advantageous to DOTD.

### *5.2 Administrative and Mandatory Screening*

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance shall be rejected from further consideration.

### *5.3 Evaluation and Review*

Each proposal shall be rated for categories one through four, with 0 being the lowest score and the highest possible score shown for each category.

2080 hours multiplied by each of the proposed straight time billable and over time billable hourly rates plus the per diem rate for each inspector, will represent the total proposed price. 2080 hours will be used for evaluation purposes only; DOTD will determine the actual number of hours to be used by the Consultant with the issuance of each task order. The proposer with the lowest total price will receive 30 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 30}{\text{Consultant's Proposed Total Price}}$$

| **CATEGORY** | **HIGHEST POSSIBLE SCORE** |
|---|---|
| 1) Firm experience on similar projects | 25 |
| 2) Personnel experience as related to the project | 25 |
| 3) Proposer's understanding of the project (approach and methodology) | 20 |
| 4) Price | 30 |
| **Total** | **100** |

All proposals shall be evaluated as indicated for Items 1-4. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Selection Committee shall compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

### *5.4 Announcement of Successful Proposer*

DOTD shall notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers shall be notified in writing accordingly.

## 6.0 CONSULTANT REQUIREMENTS

### *6.1 Corporation Requirements*

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not

publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### *6.2 Compensation*

Compensation to the Consultant for the services rendered in connection with each task order shall be made based on unit/billable rates for the services rendered as listed in Attachment II. Funding shall be set up on individual task orders.

### *6.3 Billing and Payment*

Payments (on the undisputed amounts) to the Consultant for services rendered, by the Consultant and/or sub-consultant, under each TO shall be made monthly based on a certified and itemized invoice for each TO showing line item costs incurred.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable, including the direct expenses. The invoice shall reflect a five percent deduction on the total sum exclusive of direct expenses as an amount to be retained by the DOTD until satisfactory completion of the work required for each TO or upon written authorization of the DOTD's Consultant Contract Services Administrator for the release of the retainage. As each TO is completed and accepted by the DOTD, the retainage for that TO shall be released.

The original and three copies of the invoice shall be submitted to the Project Manager. The invoice shall be signed and dated by a principal member of the Consultant's firm.

Upon receipt of each invoice, the DOTD shall pay the amount due for services satisfactorily performed (on the undisputed amounts) within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

### *6.4 Contract Terms & Conditions*

The proposer shall be required to enter into a Contract with DOTD that is basically the same as Attachment IV. Any changes to those terms shall be negotiated if state law allows such negotiation.

### *6.5 Indemnification*

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not

indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### *6.6 Confidentiality*

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

**ATTACHMENT I**
**PROPOSAL FORMAT**

## 1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

## 2. Corporate Background and Experience

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the proposer.

In this section the proposer should provide:

a. An *organizational chart* displaying overall organizational structure, including sub-consultants.

b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals should specify the extent of responsibility of key proposed project staff on these prior projects

c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference should include the name and telephone number of a contact person.

d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.

e. A *Statement that the firm is financially solvent* and capable to provide needed services over the three-year project period.

DOTD reserves the right to contact references to verify information in the proposal.

### 3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project, as shown in Attachment "A".

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If a sub-consultant will be used, the proposer should clearly identify any sub-consultant arrangements, and provide similar information as requested for the Consultant's staff.

Note: If substitutions for training requirements are offered for any key personnel, the proposer should:

- include a copy of the formal training program that was developed or provided to the key personnel by the proposer, or
- submit a detailed certified work and training history including reference information indicating sufficient work experience and training.

### 4. Approach and Methodology

Proposers should provide:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Proposers should define their functional approach in providing the services and in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

### 5. Cost Information

The proposal shall quote straight time and overtime hourly rates, as well as per diem rates, for each of the Work Classifications listed in Attachment II in the Price Proposal. Unit prices shall be inclusive of all costs including supplies, equipment, and all other project expenses, except

mileage which will be reimbursed in accordance with state travel regulations. The proposer should use Attachment II to submit pricing information.

**6. Administrative Information**

Provide a completed Certification Statement as shown in Attachment III

**ATTACHMENT II - PRICE PROPOSAL**

I/We propose to furnish all labor, materials, equipment, incidentals, etc. necessary to provide the scope of services as outlined in this RFP for the rates of:

| Classification | Billable Hourly Rates Straight Time | Billable Hourly Rates Over Time | Per Diem per Inspector |
|---|---|---|---|
| Contract Monitor/ Roadway | | | |
| Contract Monitor/ Disposal Site | | | |
| Contract Monitor Supervisor/Coordinator | | | |
| Contract Monitor Office Support | | | |

**NOTE: All expenses, including general overhead, equipment, field overhead and profit shall be included in the proposed hourly prices. Per Diem shall include all expenses, excluding mileage, for all necessary food, water, restroom and lodging facilities needed to provide these services. All mileage expenses will be in accordance with the State Travel Regulations in effect at the time of the work.**

Name of Firm: _____

Address of Firm: _____

_____

_____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

**ATTACHMENT III**

**CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name:_____

A. E-mail Address: _____

B. Facsimile Number with area code: (_____)_____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

(1) The information contained in its response to this RFP is accurate;

(2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

(3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.

(4) Proposer quote is valid for at least one year from the date of Consultant's signature below;

(5) Proposer understands that if selected as the successful Consultant, he/she will have ten business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address:_____

City: _____ State:_____ Zip: _____

_____/_____

SIGNATURE of Proposer's Authorized Representative DATE

**ATTACHMENT IV (SAMPLE)**

**STATE OF LOUISIANA**
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**
**RETAINER CONTRACT FOR PROFESSIONAL SERVICES**
**STATE PROJECT NO. XXXXXXXXXX**
**XXXXXXXXXXXXXXXXXXXXXXX**
**DISTRICT 00**

Be it known, that on this _____ day of _____, 200__, the Louisiana Department of Transportation and Development (hereinafter sometimes referred to as "**DOTD**") and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**,** hereinafter sometimes referred to as "Consultant" do hereby enter into contract under the following terms and conditions.

## SCOPE OF SERVICES

The Consultant will provide the necessary staffing and equipment resources to supplement DOTD resources in the monitoring of district-wide debris removal and disposal contracts as a result of nature or man-made disaster(s)/event(s). On as needed basis, the Consultant will be given a Task Order to provide necessary staffing and equipment detailed in the Task Order to:

- Assist and support the assigned DOTD Project Manager/Project Engineer(s) in the inspection and monitoring of district-wide Debris Removal and Disposal Contracts on federal aid qualifying and non-federal aid qualifying routes.

The consultant will have seven (7) calendar days to fulfill each Task Order. Consultant hereby agrees to furnish qualified and capable personnel and equipment as specified in detail in Attachment "A" in order to accomplish the specified services in Attachment "B".

**The number of working days and number of inspectors used will depend on the need and will be scheduled by the Project Manager/Project Engineer.**

## COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Consultant compensation based on the following billable rates (including general overhead, equipment, field overhead and profit) and per diem (for all necessary food, water, restroom and lodging facilities needed to provide these services) for actual work performed. All mileage expenses will be in accordance with the State Travel Regulations in effect at the time of the work. Actual amount to be determined by each individual task order.

| Classification | Billable Hourly Rates Straight Time | Billable Hourly Rates Over Time | Per Diem per Inspector |
|---|---|---|---|
| Contract Monitor/ Roadway | | | |
| Contract Monitor/ | | | |

| | | | |
|---|---|---|---|
| **Disposal Site** | | | |
| **Contract Monitor Supervisor/Coordinator** | | | |
| **Contract Monitor Office Support** | | | |

**The maximum number of hours worked by any individual under this contract shall not exceed 84 hours per week.**

## PAYMENT

Payments (on the undisputed amounts) to the Consultant for services rendered, by the Consultant and/or sub-consultant, under each TO shall be made monthly based on a certified and itemized invoice for each TO showing line item costs incurred.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable, including the direct expenses. The invoice shall reflect a five percent deduction on the total sum exclusive of direct expenses as an amount to be retained by the DOTD until satisfactory completion of the work required for each TO or upon written authorization of the DOTD's Consultant Contract Services Administrator for the release of the retainage. As each TO is completed and accepted by the DOTD, the retainage for that TO shall be released.

The original and three copies of the invoice shall be submitted to the Project Manager. The invoice shall be signed and dated by a principal member of the Consultant's firm.

Upon receipt of each invoice, the DOTD shall pay the amount due for services satisfactorily performed (on the undisputed amounts) within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

## TAXES

Consultant hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Consultant's obligation and identified under Federal tax identification number **XXXXXXXXX.**

## TERMINATION FOR CAUSE

The DOTD may terminate this Contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within fourteen (14) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case which cannot be corrected in fourteen (14) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. The Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this contract; provided that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the state to cure the defect.

## TERMINATION FOR CONVENIENCE

The DOTD may terminate the Contract at any time by giving thirty (30) days written notice to the Consultant. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Consultant by DOTD shall remain the property of DOTD, and shall be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract.

## NONASSIGNABILITY

No Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

## AUDITORS

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

## COST RECORDS

The Consultant and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS are available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by

DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

## TERM OF CONTRACT

This contract shall begin on XXXXXXXXX and shall terminate on XXXXXXXXX, unless modified by a fully executed supplemental contract. Nothwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual Review of the Division of Administration.

## FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## DISCRIMINATION CLAUSE

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

## ENTIRE AGREEMENT

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically

incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

# ATTACHMENT "A"

The Consultant shall provide persons experienced and trained in construction inspection activities and/or debris removal monitoring.

The **Contract Monitor – Roadway** shall possess the following *Minimum Training Courses:

***DOTD Mathematics for Construction Personnel Volume 1***
***Work Zone Safety and Awareness***

The **Contract Monitor – Disposal Site** shall possess the following *Minimum Training Courses:

***DOTD Mathematics for Construction Personnel Volume 1***
***Work Zone Safety and Awareness***
***DOTD Construction Contract Administration***

The **Contract Monitor – Supervisory/Coordinator** shall possess the following Minimum Training Courses:

***DOTD Mathematics for Construction Personnel Volume 1 and 2***
***ATSSA Work Zone Supervisor Certification***
***Work Zone Safety and Awareness***
***Introduction to Hazardous Materials***
***DOTD Construction Contract Administration***
***FHWA ER Program Training***
***FEMA Operations Training***
***GOHSEP Program Training***
***EMI Debris Management Course***

The **Contract Monitor – Office Support** shall possess the following Minimum Training Courses:

***DOTD Mathematics for Construction Personnel Volume 1 and 2***
***DOTD Construction Contract Administration***
***Introduction to Lotus Notes***
***Introduction to Microsoft Excel***
***Intermediate Microsoft Excel***

* - The minimum training requirements for **Contract Monitor – Roadway and Contract Monitor – Disposal Site** may be substituted by one of the following:

- Formal training developed and/or provided by the Consultant. The formal training program must be submitted to the Project Manager/Project Engineer in writing for review and approval.
- On an individual basis, the Consultant may submit to the Project Manager/Project Engineer a detailed, certified work and training history including reference

information indicating sufficient work experience and training. The Project Manager/Project Engineer will review and approve contract monitor based on the verifiable information provided.

***All Contract Project Managers provided by the Consultant shall possess knowledge of the following DOTD documents and procedures:***

Debris Management Plan
Debris Management Standard Operations Procedures
Retainer Debris Removal and Disposal Contract(s)
Contract Administration Manual
Maps with FA/NFA/Control Section Information
Maintenance Traffic Control Manual

**All *Contract personnel provided by the Consultant* shall possess knowledge of the following:**

Manual on Uniform Traffic Control Devices
FHWA ER Manual and Guidelines
FEMA Public Assistance Manual and Guidelines
GOHSEP "Red Book"
FEMA "Green Book"
LDEQ Debris Management Plan

The Project Manager/Project Engineer reserves the right to reject any person(s) who do not possess the minimum skills, knowledge, and ability to perform the work to his/her satisfaction.

The Project Manager/Project Engineer reserves the right to dismiss any person(s) for disorderly conduct, failure to follow directions, or for unsatisfactory work .

| **Classification** | **Maximum Number to be Provided** | **Minimum Number of Years of Construction Contract Inspection, Monitoring, or Administration Experience** | **Required DOTD Certification(s)** |
|---|---|---|---|
| Contract Monitor - Roadway | District 02- 55 | 2 | None |
| Contract Monitor – Disposal Site | District 02 - 10 | 5 | None |
| Contract Monitor – Supervisor/Coordinator | District 02 – 7 | 10 | None |
| Contract Monitor – Office Support | District 02 – 2 | 5 | None |

# ATTACHMENT "B"

The Consultant provided personnel will be assigned to a DOTD Project Engineer. The Consultant provided personnel will accept work directions, guidance, and instructions from the DOTD Project Engineer or his assigned DOTD representative. The DOTD Project Engineer will determine work starting time, work hours, pre-approved overtime, work assignments, and project assignments. The Consultant provided personnel shall conduct his work within these instructions and directions using the most cost effective methods. The Consultant provided personnel shall not be engaged in any other work assignments during the working times assigned by the DOTD Project Engineer.

The Consultant provided personnel shall timely and neatly complete all documentation assigned by the DOTD Project Engineer. Additionally, at the beginning of the next work day, the Consultant provided personnel shall provide a daily status report to the Project Engineer detailing all working hours, work tasks and accomplishments, and resource utilization.

**All work will be performed in accordance with the DOTD's Standards and Procedures**.

Some of the various tasks to be performed by the Consultant provided personnel under this contract are described more specifically as follows:

1. Writing haul tickets for debris removal. Maintain all field records; make daily entries in the project diary to indicate the Consultant's personnel and Contractor's personnel present on the job site, the contractor's personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control, and the charging of contract time.
2. Estimating and documenting debris quantities. Determining debris eligibility, types and acceptable disposal methods.
3. Measuring and computing haul truck volumes.
4. Inspect the contractor's operations (daily) to ensure that all work is performed in accordance with the specified plans, specifications, and reimbursement program requirements.
5. Keep clear and concise records of the contractual operations, prepare daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with DOTD requirements.

Each consultant provided personnel shall be equipped with a reliable and dependable vehicle for use each day in the contract monitoring activities.

The Consultant provided personnel shall be equipped with a cell phone and be available for DOTD business calls at all times while working for DOTD. The Consultant provided personnel shall provide other contact information as necessary to ensure adequate and timely means of communication.

The Consultant provided inspectors shall be familiar with the area of work and will be able to easily and quickly navigate to and from multiple work locations, DOTD facilities, Contractors' facilities, etc.

The Consultant provided personnel shall be equipped with all necessary Personal Protective Equipment (PPE) needed for the working conditions as required by the DOTD Safety Manual and as approved by DOTD Safety Section. At a minimum, the Consultant provided personnel shall provide: hard hat, reflectorized safety vest, hearing protection, safety glasses. The Consultant provided personnel will need to provide the following as needed: rubber boots, rain suit, insect repellant, gloves, climbing harness with lanyard, and life vest.

As a minimum, the Consultant provided personnel shall be equipped with the following equipment: GPS unit, calculator(s), measuring tape(s), clipboards, writing and drawing instruments, and travel maps. The Consultant provided Office Support and Supervisor/Coordinator shall be equipped with a laptop computer with Microsoft Office Suite, wireless capabilities, and remote internet access.

DOTD will provide the Consultant provided personnel with a DOTD Identification Badge and two magnetic vehicle decals. The badge shall be worn at all times during working hours and decals shall be displayed on the Consultant provided vehicle at all times while working on DOTD projects.

DOTD will provide copies of necessary construction contracts, copies of construction plans, and copies of project sampling plans. The Consultant provided personnel will be responsible for obtaining all DOTD forms, manuals, documents, and procedures which are available on the Department's Internet site. DOTD will provide copies or make available all necessary manuals, documents, forms and procedures not available on its Internet site. DOTD may provide office Space and field office space as available.

The Consultant will provide all necessary food, water, fuel, restroom and lodging facilities needed to provide these services.