

ADVERTISEMENT FOR ENGINEERING AND RELATED SERVICES
February 19, 2019

CONTRACT NO. 4400016300
WEIGH-IN-MOTION (WIM) DATA COLLECTION AND MONITORING SERVICES
STATE PROJECT NO. H.972324.1
F.A.P. NO. H972324
STATEWIDE

Under the authority granted by Title 48 of Louisiana Revised Statutes, the Louisiana Department of Transportation and Development (DOTD) hereby issues this advertisement for bona fide, qualified Proposers/Consulting Firms to provide engineering and related services to conduct a statewide weigh-in-motion traffic data monitoring/collection program for LA DOTD. Consultants who are a Louisiana or foreign LLC or corporation should be appropriately registered with the Louisiana Secretary of State, as contemplated by Title 12 of the Louisiana Revised Statutes, and with the Louisiana Professional Engineering and Land Surveying (LAPELS) Board under its rules for firms. If a consultant is not in good standing in accordance with those provisions, it may be subject to consequences contemplated in Title 12 and/or the LAPELS rules. All requirements of LAPELS must be met and the prime consultants must be registered with the Federal Government using SAM.gov prior to contract execution.

One (1) proposal will be selected for each contract solicited per this advertisement. Only one (1) DOTD Form 24-102 proposal is required for this advertisement, and it represents the prime consultant's qualifications and those of any and all sub-consultants proposed to be used for the referenced contract(s). All identifying contract numbers should be listed in Section 2 of the DOTD Form 24-102.

DOTD Project Manager (PM) – Mr. George Chike, P.E.

Sub-consultants will not be considered in this selection.

Any questions concerning this advertisement must be sent in writing to DOTDConsultantAds80@la.gov no less than 48 hours (excluding weekends and holidays) prior to the proposal deadline.

SCOPE OF SERVICES

The general tasks to be performed by the consultant for this contract are described more specifically in Attachment A, which is incorporated herein by reference.

The consultant shall perform the work in accordance with the requirements of this advertisement and the resulting contract. Deliverables shall be in such format as required in Attachment A. The work performed by the consultant shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

MINIMUM PERSONNEL REQUIREMENTS (MPRs)

The requirements set forth in Attachment B must be met at the time the proposal is submitted.

EVALUATION CRITERIA

The criteria to be used by DOTD in evaluating responses for the selection of a consultant to perform these services are listed below:

1. Consultant's firm experience on similar projects, weighting factor of three (3);
2. Consultant's staff experience on similar projects, weighting factor of four (4);
3. Consultant's firm size as related to the estimated project cost, weighting factor of two (2)*;
4. Consultant's past performance on similar DOTD projects, weighting factor of six (6)*;
5. Consultant's current work load with DOTD, weighting factor of three (3);
6. Consultant's Tier II Interview/Presentation;

*This criterion has been neutralized, all respondents will receive a 5 in this category.

Project Category Weighting - Typical

The project complexity is **simple**.

The project time is **typical**.

The contract amount is **\$250,000-\$2,500,000**.

The route classification is **NHS**.

Therefore, the Project Magnitude for this advertisement is **MEDIUM**.

TIER 1 Evaluation: Consultants will be evaluated as set forth in the "Evaluation Criteria" section of this advertisement. (Evaluation Criterion numbers 1 through 5). The evaluation will be by means of a point-based rating system. Each of the above criteria will receive a rating on a scale of one (1) through five (5). The rating will then be multiplied by the corresponding weighting factor. The firm's rating in each category will then be added to arrive at the consultant's final rating.

DOTD's Project Evaluation Team will be responsible for performing the above described evaluation, and will present a shortlist of the three (3) – (if three are qualified), highest rated consultants to the Secretary of DOTD. The Secretary will make the final selection.

TIER II Evaluation: The highest rated consultants on the TIER I shortlist (maximum of five (5), if qualified) shall attend an Interview/Presentation (Evaluation Criteria No. 6) within three weeks of the announcement of the alphabetical TIER I short-list. The presentation will, at DOTD's discretion, become part of the contract. During the presentations, each Consultant will be given up to one hour for their presentation followed by a question and answer session. The schedule of presentations will be announced subsequent to the posting of the TIER I short-list.

The presentation will include an outline of the following points (Each item's weight to the overall presentation is shown in parentheses):

- 1) Consultant's plan on how to deliver all of the requirements and deliverables identified in the scope of services which will reasonably allow DOTD to assess Consultant's ability to successfully complete this project (3).
- 2) Consultant's demonstrated experience, knowledge, and expertise to perform the work in the following areas: (5)
 - a. Demonstrate the methodology (include a discussion on cabinet location, boring, pull boxes and junction boxes, solar panels, battery capacity/power requirement, sensor layout, loop wire and splices etc.) to install the WIM sensors in the roadway pavement.
 - b. Detailed description of the WIM sensors (traffic monitoring equipment) and procedures to be used and why choosing a particular sensor over other ones (any special benefits to DOTD?) and must provide a list of current users of the proposed equipment, including the name of a contact person who can be interviewed as to the performance of equipment similar to that being proposed.
 - c. Demonstrate specific process to calibrate a WIM site before it is ready to monitor traffic.
- 3) Description of all resources that will be provided by the Consultant to successfully complete the work described herein (2).
 - a) Discuss planned operation and maintenance strategies that will help the WIM sites to function at peak performance level with minimum downtimes through the contract term.
- 4) A detailed description of the procedures and/or plans used to ensure good quality assurance and quality control is maintained through the contract term (2).

The Interview/Presentation evaluation will be based on a numerical rating process (0-12). Each member of the evaluation team will individually rate each evaluation criterion listed above as weighted and assign numerical ratings as defined below:

- To receive a rating of 10-12, the Consultant's presentation and proposal must **significantly exceed** the stated objectives/requirements and demonstrate an exceptional understanding of the goals and objectives of the Project with an outstanding level of quality and no weaknesses.
- To receive a rating of 7-9, the Consultant's presentation and proposal must **exceed** the stated objectives/requirements and demonstrate an understanding of the goals and objectives of the Project. Strengths outbalance any minor weaknesses that may exist.
- To receive a rating of 1-6, the Consultant's presentation and proposal must **meet** the stated objectives/requirements and demonstrate an understanding of the goals and objectives of this RFQ. There are minor weaknesses that can be overcome.

- The Consultant will receive a rating of 0 on any of the individual evaluation criterion for failing to meet the stated objectives/requirements and demonstrate an understanding of the goals and objectives of the Project. There are excessive and significant weaknesses.

Once each DOTD Project Evaluation Team member completes evaluations for all factors, the scores will be averaged to arrive at a final score. The corresponding value will then be multiplied by the item's weight then totaled for the final interview/presentation score for that Consultant.

DOTD's Project Evaluation Team will be responsible for performing the above described evaluations. The TIER I rating in combination with the TIER II rating will be used to develop the final short-list. The TIER I rating will count 40% and the TIER II rating will count 60% to the Consultant's final score. A final short-list of the three (if three are qualified) highest rated Consultants will be submitted to the Secretary for final selection.

RULES OF CONTACT

These rules are designed to promote a fair and unbiased selection process. DOTD is the single source of information regarding the contract selection. Any official correspondence will be in writing, and any official information regarding the contract will be disseminated by DOTD'S designated representative via the DOTD website. The following rules of contact will apply during the contract selection process, commencing on the advertisement posting date and ceasing at the time of final contract selection. Contact includes face-to-face communication, the use of a telephone, facsimile, electronic mail (email), or formal or informal written communications with DOTD. Any contact determined to be improper, at the sole discretion of DOTD, may result in the rejection of the proposal (i.e., DOTD Form 24-102).

Consultants and consultant organizations shall correspond with DOTD regarding this advertisement only through the email address designated herein and during DOTD sponsored one-on-one meetings.

No consultant, or any other party on behalf of a consultant, shall contact any DOTD employee, other than as specified herein. This prohibition includes, but is not limited to, the contacting of: department heads, members of the evaluation teams, and any official who may participate in the decision to award the contract resulting from this advertisement.

DOTD will not be responsible for any information or exchange that occurs outside the official process specified above.

By submission of a proposal to perform services pursuant to this advertisement, the consultant agrees to the communication protocol herein.

No protest or appeal will be entertained unless made in accordance with the procedures found on DOTD's website, which are incorporated herein by reference and can be accessed at: http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/CCS/Pages/Process_Procedures.aspx.

PROJECT TIME

The overall time for the completion of the scope of services is estimated to be **five years**.

COMPENSATION

The estimated compensation payable to the consultant for all services rendered in connection with this contract shall be **\$1,500,000**. This estimate will be used for grading purposes only. Actual compensation will be determined by DOTD based on man-hours negotiated between DOTD and the selected consultant. Within fifteen (15) calendar days of notification of selection, a kick-off meeting will be held with the selected consultant and appropriate DOTD personnel. The selected consultant will be required to submit a man-hour proposal within thirty (30) calendar days following the notification of selection. All negotiations must be completed within the timeframe set forth in the Consultant Contract Services Manual.

Payment will be made based on cost per unit of work.

DIRECT EXPENSES

To the extent that the consultant is allowed to claim reimbursement for direct expenses, all direct expense items which are not paid for in the firm's indirect cost rate and which are needed and will be consumed during the life of the contract must be identified by the consultant during contract development. Standard equipment or resources to be used in the provision of services rendered for this contract will not be considered for payment under direct expenses.

The consultant should own most of the equipment required to provide the work and services. The cost of this equipment should be included in the consultant's indirect cost rate. Equipment may be considered "specialized" if it cannot be considered standard equipment for that particular consultant's normal operating business needs. If a consultant believes special equipment is needed for the contract, the consultant must inquire through the Question and Answer process, as provided herein, whether the identified item will be considered specialized equipment for the individual contract.

All travel related expenses will be compensated under direct expenses, and will be in accordance with the most current Louisiana Office of State Travel regulations as promulgated in the Louisiana Administrative Code under the caption "PPM No. 49." Vehicle rental rates will require prior approval from the PM.

QUALITY ASSURANCE/QUALITY CONTROL

DOTD requires the consultant to develop a Quality Assurance/Quality Control (QA/QC) program in order to provide a mechanism by which all deliverables will be subject to a systematic and consistent review. Consultants must ensure quality and adhere to established DOTD policies, procedures, standards and guidelines in the preparation and review of all deliverables. The DOTD may provide limited input and technical assistance to the consultant. Any deliverables to be

transmitted by the consultant shall be transmitted with a DOTD Quality Assurance/Quality Control Checklist, and a certification that the deliverables meet DOTD’s quality standards.

If the Scope of Services provided in Attachment A includes design of one (1) or more bridges and/or component parts thereof, the prime consultant shall submit a bridge design QA/QC plan document specifically developed for this contract as part of the DOTD Form 24-102. The QA/QC plan document must comply with the minimum requirements in the DOTD Bridge Design Section Policy for QA/QC as stated in Part I, Chapter 3 of the DOTD Bridge Design & Evaluation Manual (BDEM). The grading instructions, the rating matrix, and the grading sheet for the QA/QC plan document are included in Appendix G of the BDEM Part I, Chapter 3 – Policy for QA/QC. The QA/QC plan document shall be prepared to address all evaluation criteria included in the rating matrix. The QA/QC plan document must be implemented for all bridge design activities in both design phase and construction support phase of the contract. The prime consultant is fully responsible for QA/QC of their work as well as the work of all sub-consultants. All contract proposals must include a QA/QC certification that the proposals meet the requirements of the QA/QC plan document.

If Attachment A includes specific QA/QC requirements that contradict those set forth above, the requirements in Attachment A control.

WORK ZONE TRAINING REQUIREMENTS

As part of DOTD’s on-going commitment to work zone safety, required work zone training courses must now be taken every four (4) years in order for personnel to remain eligible to work on DOTD projects. For consultants performing preconstruction services (*i.e.*, design, survey, subsurface utility, geotechnical, traffic, bridge inspection, environmental services), appropriate personnel must successfully complete these courses. In general, the person in responsible charge of traffic control plans shall be required to have Traffic Control Supervisor training. For preconstruction field services performed within the clear zone, at least one (1) member of the field crew shall have Traffic Control Supervisor or Traffic Control Technician training. The consultant should identify all personnel listed in the staffing plan for the contract who have completed the appropriate work zone training courses. **The consultant shall explain in Section 16 of DOTD Form 24-102 how they plan to meet the work zone requirements.** All preconstruction work zone training requirements shall be met prior to contract execution. It will be the prime consultant’s responsibility to ensure their staff and sub-consultants have the appropriate work zone training.

In addition to the above requirements, if the Scope of Services set forth in Attachment A includes Construction Engineering and Inspection (CE&I), the following requirements shall be met at the time the proposal is submitted:

- | | |
|-------------------------|----------------------------|
| Field Engineers: | Traffic Control Technician |
| | Traffic Control Supervisor |
| | Flagger |
| Field Engineer Interns: | Traffic Control Technician |
| | Traffic Control Supervisor |
| | Flagger |

Field Senior Technicians, Survey Party Chiefs, and SUE Worksite Traffic Supervisors*:	Traffic Control Technician Traffic Control Supervisor Flagger
Other Field Personnel*:	Traffic Control Technician Flagger

* excluding Asphalt Plant Inspector

Approved courses are offered by ATSSA and AGC. Substitutes for these courses must be approved by the DOTD Work Zone Task Force. Specific training course requirements are:

Flagger: Successful completion every four (4) years of a work zone flagger course approved by the Department. The “DOTD Maintenance Basic Flagging Procedures Workshop” is not an acceptable substitute for the ATSSA and AGC flagging courses.

Traffic Control Technician (TCT): Successful completion every four (4) years of a work zone traffic control technician course approved the Department. After initial successful completion, it is not necessary to retake this course every four (4) years if Traffic Control Supervisor training is completed every four (4) years.

Traffic Control Supervisor (TCS): Successful completion of a work zone traffic control supervisor course approved by the Department. Following an initial completion, traffic control supervisors must either complete a one (1)-day TCS refresher course or retake the original two (2)-day TCS course every four (4) years.

ATSSA contact information: (877) 642-4637

REFERENCES

All services and documents will meet the standard requirements as to format and content of DOTD and will be prepared in accordance with the latest applicable editions, supplements, and revisions of the following:

1. AASHTO Standards – <https://www.transportation.org/>
2. ASTM Standards – <https://www.astm.org/BOOKSTORE/BOS/index.html>
3. DOTD Test Procedures – http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Materials_Lab/Pages/Menu_TPM.aspx

4. DOTD Location and Survey Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/LocationSurvey/Manuals%20and%20Forms/Location_and_Survey_Manual.pdf
5. Addendum “A” to the Location & Survey Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/LocationSurvey/Manuals%20and%20Forms/Location%20and%20Survey%20Manual%20-%20Addendum%20A.pdf
6. DOTD Roadway Design Procedures and Details –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Road_Design/Pages/Road-Design-Manual.aspx
7. DOTD Design Guidelines –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Road_Design/Memoranda/Minimum%20Design%20Guidelines.pdf
8. DOTD Hydraulics Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Public_Works/Hydraulics/Documents/Hydraulics%20Manual.pdf
9. Louisiana Standard Specifications for Roads and Bridges –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Standard_Specifications/Pages/Standard%20Specifications.aspx
10. Manual on Uniform Traffic Control Devices (Non-DOTD Link) –
<http://mutcd.fhwa.dot.gov/>
11. DOTD Traffic Signal Design Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Traffic_Engineering/Traffic%20Control/Traffic%20Signal%20Manual%20V2.0%205-28-2015.pdf
12. National Environmental Policy Act (NEPA)
13. DOTD Stage 1 Planning/Environmental Manual of Standard Practice –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Environmental/Pages/Stage_1.aspx
14. National Electrical Safety Code
15. National Electrical Code (NFPA 70)
16. A Policy on Geometric Design of Highways and Streets (AASHTO) –
https://bookstore.transportation.org/collection_detail.aspx?ID=110
17. DOTD Construction Contract Administration Manual –
http://apps2/engineering/Construction/forms/CCA_Manual/01_Construction_Contract_Administration_Manual_2011.pdf
18. DOTD Materials Sampling Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Materials_Lab/Pages/Menu_MSM.aspx

19. DOTD Bridge Design Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Bridge_Design/Pages/BDEM.aspx
20. Consultant Contract Services Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/CCS/Manuals/CCS%20Manual%202017.pdf
21. Bridge Inspector’s Training Manual –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Operations/BridgeMaintenance/Pages/Documents-and-Manuals.aspx
22. Federal Aid Off-System Highway Bridge Program Guidelines –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Bridge_Design/Manuals/Other%20Manuals%20-%20Guidelines/Federal%20Aid%20Off-System%20Highway%20Bridge%20Program%20Guidelines.pdf
23. Code of Federal Regulations 29 CFR 1926 (OSHA)
24. Complete Streets –
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Multimodal/Highway_Safety/Complete_Streets/Pages/default.aspx
25. Traffic Engineering Manual -
http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Traffic_Engineering/Misc%20Documents/Traffic%20Engineering%20Manual.pdf

CONTRACT EXECUTION REQUIREMENTS

The selected consultant will be required to execute the contract within ten (10) days after receipt of the contract.

See Attachment C for standard contract provisions.

REVISIONS TO THE ADVERTISEMENT

DOTD reserves the right to revise any part of the advertisement by issuing addenda to the advertisement at any time. Issuance of this advertisement 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 DOTD Form 24-102s submitted, and/or cancel this consultant services procurement if it is determined to be in DOTD’s best interest. All materials submitted in response to this advertisement become the property of DOTD, and selection or rejection of a proposal does not affect this right. DOTD also reserves the right, at its sole discretion, to waive administrative informalities contained in the advertisement.

CLARIFICATIONS

DOTD reserves the right to request clarification of ambiguities or apparent inconsistencies found within any proposal, if it is determined to be in DOTD’s best interest.

PROPOSAL REQUIREMENTS

One (1) original (**stamped “original”**) and **five (5)** copies of the consultant’s response to this advertisement must be submitted to DOTD on the most current version of the DOTD Form 24-102 (available at http://bit.ly/CCS_ManualsFormsAgreements) along with an electronic copy (USB flash drive only) in a searchable Portable Document Format (PDF). All proposals must be in accordance with the requirements of this advertisement, DOTD Form 24-102, and the Consultant Contract Services Manual.

If more than one (1) contract is to be selected based on this advertisement, no prime consultant is allowed to be a sub-consultant on any other consultant’s 24-102. If a prime consultant is submitted as a sub-consultant on another consultant’s 24-102, its proposal as a prime consultant may be deemed non-responsive.

Any prime consultant’s proposal that contains a sub-consultant’s DOTD Form 24-102 that lacks written consent of that sub-consultant may be considered non-responsive.

Any consultant failing to submit any of the information required on the DOTD Form 24-102, or providing inaccurate information on the DOTD Form 24-102, may be considered non-responsive.

DOTD employees may not submit a proposal, nor be included as part of a consultant’s proposal.

Any sub-consultants to be used in performance of this contract, must also submit a DOTD Form 24-102, which is completely filled out and contains all information pertinent to the work to be performed. The sub-consultant’s DOTD Form 24-102 must be firmly bound to the prime consultant’s DOTD Form 24-102.

Contract and/or part-time employees are allowed. Such employees should be shown in Section 12 of the DOTD Form 24-102 with an asterisk denoting their employment status.

The DOTD Form 24-102 should be identified with **contract number 4400016300 and/or State Project No. H.972324.1**, and shall be submitted **before 3:00 p.m. CST on Thursday, March 21, 2019**, by hand delivery or mail, addressed to:

Department of Transportation and Development
Attn.: Darhlene Major
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-E**
Baton Rouge, LA 70802

Phone: (225) 379-1025

ATTACHMENT A – SCOPE OF SERVICES

Consultant shall conduct weigh-in-motion (WIM) data collection and monitoring sessions across Louisiana State highways including truck routes at predetermined locations and DOTD will in turn subscribe to pay for the acceptable data, which will be available for use by the entire DOTD and FHWA. This RFQ calls for the consultant to procure, install, operate and maintain all of the WIM data collection equipment, including the in-road sensors at their expense through the entire contract time including contract time extension(s) if any. At the end of this contract, all the permanently installed equipment and sensors shall become the property of DOTD. With the latest applicable technology on the market, DOTD is looking to embrace any WIM traffic monitoring and data collection technology that is less intrusive to road pavement and less disruptive to traffic flow during installation or maintenance and yet is capable of monitoring two (2) or more lanes in the same direction.

Consultant will be required to provide some or all of the services to be rendered for this contract at each monitored site, which consists of the following:

General Notes:

- 1) Truck WIM data collection sites (to be selected by DOTD) shall have such physical attributes as flat, smooth and a strong pavement in good condition within a constant speed zone. At a minimum, the site conditions should meet the site specifications recommended by ASTM E1318-09 (2017).
- 2) Applicable WIM monitoring & data collection must be capable of monitoring two (2) or more traffic lanes in the same direction at once.
- 3) Equipment and technology being used for this contract must meet or exceed the functional performance requirements for WIM systems. Collected data should include: site identification, vehicle class (via axle arrangement), speed, axle load spectra (i.e. steering, single, tandem, tridem, and quad axles), gross vehicle weights, center-to-center spacing between axles, wheelbase (front-most to rear-most axle), lane and direction code, date, time, vehicle sequence number, code for violation, and equivalent single-axle loads (ESALs) etc. in accordance with the ASTM E1318-09 (2017).

Compatible File Formats and Method of File-Transmission

- 1) Consultant must utilize a raw traffic data file format that is compatible with a DOTD specified data repository and certified as current version of traffic data management software. DOTD may require consultant to use any acceptable or approved upload procedure to transmit the raw traffic data files to the DOTD server. The data file format certification process and the upload procedure is provided by current software vendor hosting DOTD traffic data to consultant free of charge. Collected data and data collection methodologies should be compatible with the standards set in the latest FHWA's Traffic Monitoring Guides (TMG).

- 2) Monitored WIM traffic data shall minimally include speed, the gross vehicle weight (GVW) per vehicle (usually by vehicle class), axle load spectrum (i.e. steering, single, tandem, tridem, and quad axles) for FHWA vehicle classification, center-to-center spacing between axles, vehicle class (via axle arrangement), site identification code, lane and direction of travel, date and time of passage, sequential vehicle record number, wheelbase (front-most to rear-most axle), violation code, and equivalent single axle load (ESAL) for specific vehicle types in accordance with the latest FHWA TMG. The WIM data shall be reported daily to DOTD data management systems through automated polling procedure where the data will be checked for QA/QC requirements.

Types of services and WIM traffic data Consultant will be required to collect and submit may include:

Continuous Counting System (CCS) Truck Weigh-in-Motion Traffic Data Monitoring

- 1) A twenty-four (24) hours per day, seven (7) days per week, and three hundred, sixty five (365) days per year truck weigh-in-motion (WIM) monitoring sessions shall be conducted for all lanes simultaneously in both directions in accordance with the latest FHWA TMG on LA NHS sites (to be selected by DOTD) and submitted in DOTD-approved electronic format. These sites will operate and monitor continuously throughout the year to measure temporal changes in the loads carried by trucks operating on Louisiana roads and highways. The total **estimated** number of WIM CCS monitoring sites to be assigned annually during the contract period shall be determined by the DOTD Traffic Monitoring & Data Collection Section.
- 2) Data from all the WIM CCSs shall be auto polled using the current DOTD data management protocol, but the daily operations and maintenance of the WIM CCSs will be performed by the Consultant.

DATA OWNERSHIP

DOTD is the owner of all data collected under this contract. The Consultant shall not provide any data to any other party without a written permission of DOTD. 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.

SERVICES TO BE PERFORMED/ITEMS TO BE PROVIDED BY DOTD

- DOTD will provide predetermined WIM CCS collection sites with maps showing GPS Coordinates.

ELECTRONIC DELIVERABLES

Consultant agrees to provide the following deliverables within the time frames specified herein:

- 1) Data Submission – Auto polled daily through the DOTD Traffic Data Management Systems (TDMS) which is currently maintained by MS2 (Midwestern Software Solutions).
- 2) Data Quality Assurance – A reasonably good quality data that has passed an established quality assurance measures.

OTHER DELIVERABLES

- 1) The Consultant shall have five (5) calendar days after DOTD has submitted the report, to review the DOTD ‘Payment Report’ submission and request further information. If within that five (5) calendar days the Consultant does not contact DOTD with questions, DOTD will then assume the Consultant agrees with the reporting and the Consultant shall submit the invoice with their next monthly invoice submittal. No changes will be made after the five (5) calendar days unless otherwise agreed to by DOTD (see Data Quality & Monthly Data Purchase).
- 2) Detailed description including the name and manufacturer of the WIM traffic monitoring equipment to be used.
- 3) Prior to commencement of work, the Consultant shall provide DOTD with Material Safety Data Sheets (MSDS) for all materials and equipment intended for use.
- 4) The Consultant shall provide to DOTD, documentation of equipment tests performed during the transition period to ensure the proposed equipment operates correctly and reliably before installation.
- 5) DOTD may require the Consultant to provide report of data showing performance of the sensor planned to be installed and used for this contract.
- 6) The Consultant shall maintain traffic data collection subject matter expertise by a variety of means such as monitoring industry activities, and staying current on the latest developments through related conferences, meetings, pooled fund studies, reports and etc. Twice a year, the Consultant shall meet with DOTD and staff to provide updates on new innovations in technology and exactly how these might be assimilated into the DOTD program to improve their data quality and/or reduce overall cost. In order to properly meet the requirements of this deliverable, the Consultant shall document findings and the research conducted and present the information to DOTD in a meeting with PowerPoint (or accepted replacement) presentation and detailed findings and recommendations in a report and submit to DOTD twice per year.
- 7) The Consultant shall be responsible for trimming of trees and other vegetation that may adversely affect the available sunlight reaching the photovoltaic (PV) panel and ultimately impacts the operation of WIM and modem equipment. Before and after photo documentation shall be provided to DOTD for each level of service response and submitted within the required timeframes for either service requests or final submittal packages.

- 8) The Consultant shall be responsible for contacting LA One Call (Call Before You Dig) and DOTD to ensure that buried utilities are marked prior to beginning work at a location that may require digging or trenching. The Consultant shall submit all (LA One Call, DOTD, etc.) correspondence with the post inspection documentation and provide to DOTD upon request.
- 9) The Consultant shall be responsible for acquiring DOTD or other local permits. When working within a parish/city's jurisdictional boundaries, the Consultant will coordinate with the parish/city for all permits required by that governing body and ensure they are followed. The Consultant shall submit this correspondence with the post inspection documentation and provide to DOTD upon request.
- 10) DOTD will require administrative controls and procedures to manage the Louisiana State Police (LSP) use process. This will include such items as, a cancellation notice must be provided twenty-four (24) hours or more prior to the start of work. If the cancellation is given less than twenty-four (24) hours from the scheduled work start time, DOTD may be charged by LSP. Charges incurred by DOTD for other than weather related late cancellation notices shall be charged back to the Consultant for reimbursement to DOTD. The Consultant shall submit all correspondence including the LSP Log along with the post inspection documentation and provide to DOTD upon request.
- 11) During the semi-annual new technology advancement update meeting with DOTD, the Consultant shall include a report capturing changes within the industry along with any change recommendations the Consultant may have.
- 12) All videos and photos submitted to DOTD for QA use or for any other use to meet the needs of this contract shall not include the Consultant's logo, name or other information identifying the Consultant. DOTD has the additional option to request close-up video to document fine detail work such as saw-cut depths and loop installations. The videos shall be submitted to DOTD with the final documentation submittal package within the required timeframe.
- 13) The Consultant shall provide DOTD with the name and phone number of the supervisory employee of the organization who shall be responsible for all contract work. When contacted, the Consultant's representative shall respond to DOTD within **two (2) hours** and by similar type of communication.
- 14) A list of all employees and their email address and work hour phone number shall be provided to DOTD on a monthly reporting submittal and upon DOTD request.
- 15) Within the first thirty (30) days of the contract, all passwords shall be updated and the result delivered to DOTD.
- 16) If at any time during the life of this contract system integrity is compromised, the process to change passwords shall begin and results delivered to DOTD within seven (7) calendar days.
- 17) During the installation of each electrode, the ground electrode value shall be documented and photo recorded. For all methods, a computer drawn sketch of the grounding material location shall be placed in the cabinet door and copies sent to DOTD.

- 18) The Cabinet shall be a pole mounted type, fabricated of unpainted sheet aluminum according to the NEMA TS2 Controller Housing Specifications for Advanced Transportation Controller Type 2070 ATC and conforms to ATC 2070 Part 3.7 Cabinet assembly environmental and operating requirements. The sheet aluminum shall be Type 5052-H32, ASTM B209 and no less than 63 Gauge American Standard 1.524 mm (0.060) minimum thickness. The cabinet shall have louvered vents at the bottom and top of the door and other two (2) sides to allow sufficient ventilation, control humidity and reduce condensation. ITS support and attachments shall be adequately reinforced to carry the weight of all instruments and accessories, and it shall be equipped with one (1) sheet aluminum shelf. The cabinet shall come equipped with a twenty connector terminal strip and a door fitted with a continuous piano hinge and a No.2 Corbin lock, one (1) key, a stainless steel handle fabricated from a 16 mm minimum diameter shaft or a square shaft of equivalent cross-sectional area, and a three-point latch and a gasket provided at the door facing. The lock and latch system shall be one that cannot be released until the lock is released. The gasket shall act as a permanent dust and weather resistant seal made of a non-absorbent, resilient material that will maintain its properties after long-term exposure to the outdoor environment.
- 19) Upon installation, each individual photovoltaic (PV) solar panel will require the following photo documentation to submit to DOTD: close-up detail of the solar panel wiring in the PV panel junction box; manufacturer's specification label that captures model number and electrical performance; and serial number located in the glass assembly, if provided.
- 20) After installation of a new station is completed, the Consultant shall submit to DOTD detailed video and photos to document compliance with contract specifications. Video will be used to capture that all fastener hardware is secure and tight, and all electrical connections are properly terminated. The video will also capture the final integrity of the panel by documenting a series of performance tests that captures the mechanical resonance of the solar panel assembly and the overall stability. The photos and videos shall be submitted to DOTD with service request documentation or with pre/post construction installation documentation.
- 21) One (1) master key shall fit all secondary locks applied on cabinets throughout the contract area. The Consultant shall provide ten (10) copies of the master key to DOTD.

SPECIFIC SOFTWARE AND/OR EQUIPMENT DESIRED

Equipment such as traffic monitoring sensors to be used is the decision of the Consultant but the Consultant must provide to DOTD a detailed description including the name and the manufacturer of the traffic monitoring equipment.

QUALITY ASSURANCE/QUALITY CONTROL

DOTD requires Consultant to develop or have developed a Quality Assurance/Quality Control program to reasonably assure the collecting and reporting of accurate and quality WIM monitoring

data. Consultant must also reasonably assure good quality data and minimally adhere to the standards and guidelines (ASTM E1318, 2017) required for collecting and reporting traffic monitoring data.

Consultant shall conduct the initial calibration and testing of the system (**Please explain the process**). The system must meet the following accuracy criteria based on the following functional performance requirements for WIM systems:

TOLERANCE FOR 95% COMPLIANCE (ASTM E1318, 2017) FOR TYPE I WIM CCS

Axle Load	+/-20%
Axle-Group Load	+/-15%
Gross Vehicle Weight	+/-10%
Speed	+/-1MPH
Axle Spacing and Wheelbase	+/-0.5FT

The quality assurance/quality control and calibration reports should be submitted to DOTD for approval before data collection. For the Continuous Counting WIM sites, the calibration process should be conducted no less frequently than annually.

All data shall be processed by DOTD Traffic Data Processing Software for validity and the results will be reviewed and analyzed by DOTD Engineers and technicians. Traffic Data that does not pass the validity tests may be subject to further investigation.

Examples of data that may not pass validity tests include, but are not limited to, the following:

- 1 Five (5) percent or more unclassified vehicles for any lane and any time interval.
- 2 Periods of zero (0) traffic volume for any lane.
- 3 Counts with a daily directional volume of less than forty (40%) percent of the total traffic.
- 4 Peak hour volume with incorrect directional relationships (normal is morning rush one (1) direction - evening rush the opposite).
- 5 Counts or speeds which fall outside of the expected values based on historical data.
- 6 Counts with errors in classification data for the route counted. Examples – Class 11, 12 or 13 vehicles (double trailers) on roads where their use is not permitted or expected or excessive class 8 and/or 10 vehicles on the interstate system (class 9 expected).
- 7 Counts that vary from manual counts collected during DOTD’s inspection program by more than five (5%) percent by classification of vehicle, by lane and by time period.
- 8 Daily files that do not contain a complete and uninterrupted twenty-four (24) hours shall not be considered valid.
- 9 Speed data that falls outside the range of typical traffic for day and time.
- 10 Sites with vehicles that have incorrect axle spacing. Axle spacing measurement is one of the key indicators of speed accuracy. Certain vehicles have typical unvarying spacing and provide

valuable information as to the performance of the ATR. Drive axles on class 9 vehicles are normally 4.4 feet. The axle spacing for a classic box trailer is approximately 4.0 feet. Horse and boat dual axle trailers are normally spaced at 2.7 feet.

DATA QUANTITY/QUALITY & MONTHLY DATA PURCHASE

Weigh-In-Motion (WIM) CCS – The criteria for WIM data purchase pricing and payment shall be based on the data coverage and data quality at any WIM CCS monitoring site. The goal of the WIM program is to achieve vehicle weight data that meets ASTM TYPE I performance. WIM data will be evaluated based upon an analysis of the per vehicle records and associated axle spacing and weights for obvious errors as well as industry standard WIM analytical checks such as front axle weights for **class 9 vehicles and gross vehicle weights of class 9 vehicles** to determine where the peaks occur for empty and full vehicles and to monitor shifts over time for the same.

To ensure ASTM Type I performance is being achieved, annual calibrations will be performed to evaluate performance. The Consultant shall perform sensor maintenance as necessary to achieve peak operation and performance of each WIM CCS station, which will result in quality and acceptable traffic data.

The following payment criteria will be used for stations where WIM data including volume, classification, and speed data are expected:

- a. Full monthly payment will be made where twenty-five (25) or more days of acceptable and complete WIM data including volume, classification, and speed data are available for a current month.
- b. Fifty (50%) percent monthly payment will be made for fifteen (15) to twenty-four (24) days of acceptable and complete WIM data including volume, classification, and speed data are available for a current month.
- c. Monthly payment will not be made for sites that have less than fifteen (15) days of WIM data including volume, classification, and speed data available for a current month.

Note 1: DOTD will review the data polled each month and provide a monthly report detailing which sites fall into the various payment categories within twenty (20) business days of the end of the month and provide that information ('Payment Report') to the Consultant to facilitate invoice preparation.

Note 2: If data transmission problems exist due to a malfunction of a particular WIM station, and the Consultant desires to manually collect and submit data to ensure inclusion in the monthly payment report calculations, he may do so, but at no additional costs to DOTD. All manually collected data shall be submitted to DOTD by the fifth (5th) calendar day of the month to be considered for monthly data payment. After such receipt of late data, DOTD shall have an additional ten (10) business days to provide the monthly reports. This could potentially be the original twenty (20) business days plus the additional ten (10) business days for a total of thirty (30) business days at the end of the month that DOTD has to get the 'Payment Report' submitted.

Note 3: The Consultant shall have five (5) calendar days after DOTD has submitted the report to review the DOTD 'Payment Report' submission and request further information. If within that five (5) calendar days the Consultant does not contact DOTD with questions, then DOTD will assume the Consultant agrees with the reporting and the Consultant shall submit the invoice with their next weekly invoice submittal. No changes will be made after the five (5) calendar days unless otherwise agreed to by DOTD in writing. (See Deliverable 1).

Note 4: Monthly payments for the data purchase is defined as the annual cost divided by twelve. This monthly report will be submitted electronically to the Consultant.

While DOTD intends to notify the Consultant when data issues are noticed, as stated earlier, the Consultant will also be able to monitor the system and individual sensor performance and to take corrective action as necessary to ensure data collected are complete and of high quality. As self-detection of performance problem becomes readily achievable, the Consultant will be responsible for identifying performance problems and maintaining equipment in operational condition; provided, however, that DOTD will continue to evaluate the auto-pollled data from the WIM CCS stations, advise the Consultant of found issues, and make the final determination on the assignment of a quality rating on the data and what data are acceptable for purchase and payment.

ATTACHMENT B – MINIMUM PERSONNEL REQUIREMENTS (MPRs)

The following requirements must be met at the time the proposal is submitted:

1. At least one (1) principal of the prime consultant must have at least five (5) years of experience in the weigh-in-motion (WIM) field.
2. At least one (1) principal or other responsible member of the prime consultant must have a minimum of five (5) years of experience in managing projects for collecting and providing WIM traffic monitoring data.
3. At least one (1) individual assigned to the project must have a minimum of three (3) years of experience in WIM traffic monitoring and data collection.

MPR Nos. 1 through 3 may be met by the same person.

ATTACHMENT C – STANDARD CONTRACT PROVISIONS

Revised 11/27/18

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

CONTRACT FOR CONSULTING SERVICES

CONTRACT NO. 44XXXXXXXX

STATE PROJECT NO. H.XXXXXXX

FEDERAL AID PROJECT NO. HXXXXXX

PROJECT NAME XXXXXXXXX

***** MORE NAME**

*****ROUTE**

***** PARISH**

STATE FUNDS ONLY OR FUND TYPE HERE (ASK PM)

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development (hereinafter referred to as “DOTD”), and *****[consultant], ***[location], ***** Louisiana (hereinafter referred to as “Consultant”).

Under the authority granted by Part XIII-A of Title 48 of the Louisiana Revised Statutes, DOTD has elected to engage Consultant to perform, and Consultant agrees to perform the services described in the Scope of Services under the terms and conditions, and for the compensation as stated in this contract.

**ARTICLE I
ENTIRE AGREEMENT (March 2018)**

Use this paragraph for competitively selected contracts:

This contract, together with the advertisement of [date] and Addendum No. 1 or (if plural) Addenda Nos. ###, the DOTD Form 24-102 submitted by Consultant in response to the advertisement, and any attachments and exhibits to the foregoing, all of which are specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. However, in the event of a conflict between the terms of this contract and the referenced documents, this contract governs.

Use this Paragraph for Non-Competitive Selections:

This contract and any attachments and exhibits hereto constitute the entire agreement between the parties with respect to the subject matter. However, in the event of a conflict between the terms of this contract and the referenced documents, this contract governs.

**ARTICLE II
CONTRACT IDENTIFICATION (March 2018)**

Contract No. 44***** and State Project No. H***** has/have been [State Funded Projects] OR Contract No. 44*****, State Project No. H***** and Federal Aid Project No. H*** has/have been [State and Federal Funded] assigned to this contract to identify costs. All invoices, progress reports, correspondence, etc., required in connection with this contract shall be identified with the DOTD project title, project number*[s], and Purchase Order Number.

**ARTICLE III
SCOPE OF SERVICES (March 2018)**

The various tasks to be performed by Consultant for this project are described more specifically in Attachment A, attached hereto and made a part of this contract. [Attach scope from advertisement.]

Consultant shall perform the work in accordance with the terms of this contract under the direct supervision of a DOTD Project Manager (PM), who shall be identified when a Notice to Proceed (NTP) is issued for the work. Deliverables shall be in such format as required in Attachment A. The work performed by Consultant under this contract shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**ARTICLE IV
QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) (March 2018)**

Consultant's QA/QC plan document is attached hereto as Attachment B, and is incorporated by reference herein. [Attach Attachment B.] The QA/QC plan document must be implemented for all contract activities in all phases of the project. Although DOTD may provide limited input and technical assistance to Consultant, the prime consultant is fully responsible for QA/QC of its work as well as the work of all sub-consultants. All project submittals must include a QA/QC certification that the submittals meet the requirements of the QA/QC plan document.

**ARTICLE V
CONTRACT TIME AND NOTICE TO PROCEED (March 2018)**

This contract shall be in effect and binding upon all parties until all work is completed and accepted and all conditions have been met unless terminated earlier as provided herein.

Consultant shall proceed with the services specified herein after the execution of this contract and upon written NTP from the PM. The due dates for all project deliverables shall be established by the PM in the NTP, and may be modified by the PM through a subsequently approved project schedule. The PM will consider input from the Consultant when establishing the project schedule.

**ARTICLE VI
GENERAL REQUIREMENTS (March 2018)**

It is the intent of this contract that, with the exception of the items specifically listed to be furnished by DOTD, Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required scope of services of the project. All items required to accomplish these results, whether or not specifically mentioned in this contract, are to be furnished at a cost not to exceed the maximum amount established by this contract. If an error or omission is detected by Consultant in data provided to Consultant by DOTD, Consultant shall notify DOTD and may request a suspension of contract time. In the event that contract time is not suspended, Consultant shall perform work only on those portions of the work unaffected by the error or omission.

**ARTICLE VII
COMPENSATION (March 2018)**

The maximum compensation payable to Consultant for all services rendered in connection with this contract shall be \$###.

Optional: If the compensation is lump sum use the following:

DOTD shall pay and Consultant agrees to accept as full compensation for the initial services specifically set forth herein above a lump sum of \$###, which is subdivided as follows:

Task	\$###
Task	\$###

Use this for cost plus fixed fee:

Compensation to Consultant for the initial services specifically set forth herein above shall be made on the basis of actual cost plus a fixed fee of \$### with a maximum limitation of \$### for services performed and an allocation for direct expenses not to exceed \$###. The maximum limitation for initial services is subdivided as follows:

Task	\$###
Task	\$###

Use this for cost per unit of work:

Compensation to Consultant for the initial services specifically set forth herein above shall be made on the basis of cost per unit of work, as provided herein below, with a maximum limitation of \$###. The maximum limitation for initial services is subdivided as follows:

Task	\$###
Task	\$###

If Specific Rates of Compensation (billable rates) use following:

Compensation to Consultant for the initial services set forth herein shall be based on actual work hours and specific rates of compensation, as established in the most current Rate Letter issued by

DOTD Consultant Contracts Services, for the work performed and the direct expenses incurred by Consultant, with a maximum limitation of \$### for services performed and an allocation for direct expenses not to exceed \$###. The maximum limitation for initial services is subdivided as follows:

Task	\$###
Task	\$###

The compensation to be paid herein for each task shall not be combined with or transferred to other tasks, except by a fully executed Supplemental Agreement.

If specific rates of compensation are established herein, Consultant may request to have such specific rates of compensation updated on a yearly basis; provided, however that any resulting adjustment to the contract specific rates of compensation shall not be cause for an increase in the maximum compensation limitation imposed herein.

**ARTICLE VIII
DIRECT EXPENSES (April 2018)**

If it is provided herein that direct expenses are to be reimbursed, direct expense items must not be included in the calculation of the firm's indirect cost rate, must be used exclusively for this contract, and must be fully consumed during the life of this contract. Standard equipment or resources to be used in the provision of services rendered for this contract will not be considered for reimbursement as direct expenses. Requests for reimbursement of direct expenses must be accompanied with adequate supporting documentation. Failure to provide adequate supporting documentation may, in DOTD's sole discretion, result in a determination that such expenses are not eligible for reimbursement.

Consultant shall provide a minimum of three rate quotes for any specialty vehicle or equipment that is billed as a direct expense. Any and all specialty vehicles or equipment for which said quotes are not submitted shall be deemed as non-qualifying for payment as direct expenses.

All travel related expenses will be compensated under direct expenses, and will be in accordance with the most current Louisiana Office of State Travel regulations as promulgated in the Louisiana Administrative Code under the caption "PPM No. 49."

All direct expenses must comply with the requirements of 48 C.F.R. 31.

For Lump Sum Compensation type contracts, use the following 'Payment' section.

**ARTICLE IX
PAYMENT BASED ON LUMP SUM (April 2018)**

Payments of undisputed amounts for services rendered by Consultant and/or sub-consultant shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work, b) be subdivided

into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by DOTD.

The invoice, reflecting the amount and value of work accomplished to the date of such submission, shall be submitted each month directly to the PM. The invoice shall also show the total of previous payments made pursuant to this contract and the amount due and payable as of the date of the current invoice.

A principal member of the Consultant must sign, date, and certify the invoice for correctness. Each invoice shall be submitted to the PM.

Upon receipt of each invoice, DOTD shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, DOTD shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 C.F.R. 31.

For Cost Plus Fixed Fee Compensation type contracts, use the following 'Payment' section.

ARTICLE IX PAYMENT BASED ON COST PLUS FIXED FEE (April 2018)

Payments of undisputed amounts for services rendered by Consultant and/or sub-consultant shall be made monthly. Cost reimbursements for services rendered by Consultant and/or sub-consultant shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice subdivided for each task, as applicable. Each invoice shall detail the names of the employees, the time worked, their classification and rates of pay, and the approved DOTD audited indirect cost rate for the work that gave rise to the invoice, as per the "Audit" article of this contract. The contract indirect cost rates shall be adjusted during the course of this contract, as per the "Audit" article of this contract. The invoiced indirect cost rate shall not exceed the approved DOTD audited indirect cost rate for the work that gave rise to the invoice, as per the "Audit" article of the contract. Payments of fixed fee shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work, b) be subdivided into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by DOTD.

Invoices for work performed shall be submitted monthly and be directly related to the monthly progress schedule. DOTD shall not approve any invoice in which the proportional amount of the total contract compensation for any individual stage exceeds the percentage of project completion for that stage by more than five percent. Invoices reflecting any charges for labor must be

accompanied by timesheets showing hours worked on each date referenced in the invoice and including a detailed description of tasks performed during those work hours.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this contract, provided such charges are substantiated by documentation that is subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate supporting documentation has not been maintained. If any invoiced amounts are disallowed after payment as a result of a subsequent audit, DOTD will invoice Consultant for the amount of any overpayments and Consultant shall be required to repay such amount within sixty (60) calendar days of receipt of DOTD's invoice. If Consultant fails to make payment within sixty (60) days, Consultant will be subject to disqualification as provided in the "Disqualification" article of this contract. It is understood that the firm's entire books must segregate these items separately from the firm's general indirect costs/cost rate.

The invoice shall show the total amount earned to the date of submission, the amount due and payable as of the date of the invoice (including direct expenses), and the pro-rata share of the fixed fee.

A principal member of Consultant must sign, date, and certify the invoice for correctness. Each invoice shall be submitted to the PM.

Upon receipt of each invoice, DOTD shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, DOTD shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 C.F.R. 31.

For Cost Per Unit of Work Compensation type contracts, use the following 'Payment' section.

ARTICLE IX PAYMENT BASED ON COST PER UNIT OF WORK (April 2018)

Payments for unit costs relating to line item deliverables delivered or in progress by Consultant and/or sub-consultant, shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice showing units delivered, units in progress, line item unit cost, and amount owed. Percentage complete of the project and of any units in progress shall be shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work, b) be subdivided into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by DOTD.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the date of the invoice.

A principal member of Consultant must sign, date, and certify the invoice for correctness. Each invoice shall be submitted to the PM.

Upon receipt of each invoice, DOTD shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, DOTD shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 C.F.R. 31.

Payment for unit costs shall be based on the actual number of units delivered pursuant to this contract. Line item unit costs will be as follows:

[insert line items].

For Specific Rates of Compensation (Billable Rate) type contracts, use the following 'Payment' section.

ARTICLE IX PAYMENT BASED ON SPECIFIC RATES OF COMPENSATION (April 2018)

Payments for services rendered by Consultant and/or sub-consultant, shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice subdivided for each task, as applicable. Each invoice that includes labor charges shall detail the names of the employees, the time worked, their classification, and applicable rates billed for the work that gave rise to the invoice. These shall be reimbursed at the approved specific rate of compensation for that classification, which will be the most recent such rate of which DOTD has provided written notice to Consultant through issuance of a Rate Letter by DOTD Consultant Contracts Services. **Optional: Following sentences to be added when the consultant designated personnel for "Specific Rates" contracts: All documented designated personnel for various classifications shall be paid at the rates set forth below:**

[insert designated personnel names and rates].

Failure to comply with the designated personnel requirements shall result in DOTD using Consultant's average audited salary classification rate. Each invoice must be accompanied by time sheets showing hours worked each day and a detailed description of tasks performed during those work hours.

The invoice shall be submitted monthly and be directly related to the monthly progress schedule, which shall: a) show in detail the status of the work, b) be subdivided into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by DOTD. DOTD shall not approve any invoice in which the proportional amount of the total contract

compensation exceeds the percentage of project completion by more than five percent. Invoices reflecting any charges for labor must be accompanied by timesheets showing hours worked on each date referenced in the invoice.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific contract, provided such charges are substantiated by documentation that is subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate supporting documentation has not been maintained. If any invoiced amounts are disallowed after payment as a result of a subsequent audit, DOTD will invoice Consultant for the amount of any overpayments and Consultant shall be required to repay such amount within sixty (60) calendar days of receipt of DOTD's invoice. If Consultant fails to make payment within sixty (60) calendar days, Consultant will be subject to disqualification as provided in the "Disqualification" article of this contract. It is understood that the firm's books must segregate these items separately from the firm's general indirect costs/cost rate.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable, including the direct expenses.

A principal member of the Consultant must sign, date, and certify the invoice for correctness. Each invoice shall be submitted to the DOTD PM.

Upon receipt of each invoice, DOTD shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, DOTD shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 C.F.R. 31.

ARTICLE X RETAINAGE (March 2018)

Retainage in the amount of five percent of invoiced amounts other than amounts to be reimbursed for direct expenses may be held, at the sole discretion of DOTD, if any of the following conditions are met:

1. failure of Consultant to submit invoices timely in accordance with this contract;
2. Consultant has received a rating of "Marginal Performance" or lower in any rating category; or
3. a provisional indirect cost rate is established for Consultant pending the submittal of a CPA audited rate, and Consultant has not yet received approval of its submitted CPA audited rates.

ARTICLE XI
AUDIT (April 2018)

Annually, Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited home and field indirect cost rates for itself and any sub-consultants. These audited indirect cost rates shall be developed in accordance with generally accepted accounting principles, using the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the selected consultant will allow the DOTD Audit Section to perform an indirect cost audit of its books, at DOTD's sole discretion, and shall require the same of any sub-consultants. The performance or non-performance of such an audit by the DOTD Audit Section shall not relieve Consultant of its responsibilities under this paragraph.

If this contract provides for separate reimbursement of indirect cost expenses, prior to the commencement of work, DOTD will submit to Consultant a form, substantially in the form of Attachment C to this contract, stating the average of the last three (3) years of audited home and field indirect cost rates for Consultant and any sub-consultants anticipated to be used for this contract. The home and field indirect cost rates, as applicable, will be the DOTD-approved audited indirect cost rates for that consultant/sub-consultant until an updated form is transmitted to Consultant by DOTD. [Attach Attachment C.]

In the event that DOTD does not have records of audited home and field indirect cost rates for Consultant or any sub-consultants, provisional rates will be used based on the lesser of the statewide average audited indirect cost rate or any company-wide audited indirect cost rate specific to that consultant/sub-consultant that has been approved by DOTD. These provisional rates will be used for that consultant/sub-consultant until such time as audited home and field indirect cost rates for that consultant/sub-consultant are received and approved by DOTD. Upon approval of such audited rates, DOTD shall provide Consultant with updated documentation reflecting the audited rates, and Consultant shall include on its next scheduled invoice any entries necessary to adjust charges for work already billed based on any differences between the provisional indirect cost rates and the actual audited indirect cost rates, as required by 23 CFR 172. In addition, DOTD and Consultant shall enter into an amendment to this contract to revise the maximum compensation set forth herein and specific rates of compensation, to the extent such are provided herein, in light of the actual audited indirect cost rates received and approved by DOTD.

In the event that a consultant/sub-consultant has audited indirect cost rates for previous fiscal years on file with DOTD and has recently submitted indirect cost rates to DOTD for subsequent fiscal years that have not been approved by the DOTD Audit Section prior to execution of this contract, Consultant may request the use of provisional indirect cost rates for that consultant/sub-consultant in preparing this contract. The provisional rates will be based on the lesser of the statewide average audited indirect cost rate, any company-wide audited indirect cost rate specific to that consultant/sub-consultant that has been approved by DOTD, or any rates offered to be used by Consultant. These provisional rates will be used for that consultant/sub-consultant until such time as approval is received from the DOTD Audit Section for indirect cost rate proposals for that consultant/sub-consultant for all fiscal years that were pending as of the date of this contract's execution. Upon approval of such audited rates, DOTD shall provide Consultant with updated

documentation reflecting the audited rates, and Consultant shall include on its next scheduled invoice any entries necessary to adjust charges for work already billed based on any differences between the provisional indirect cost rates and the actual audited indirect cost rates, as required by 23 CFR 172. In addition, DOTD and Consultant shall enter into an amendment to this contract to revise the maximum compensation set forth herein and specific rates of compensation, to the extent such are provided herein, in light of the actual audited indirect cost rates received and approved by DOTD.

Upon receipt of the required forms by Consultant, Consultant shall sign the forms for itself and its sub-consultants to signify acknowledgment of receipt and then return the forms to DOTD. If Consultant requests and is approved to add a sub-consultant after commencement of work, such a form must be prepared, submitted, received, and returned before that sub-consultant commences work on this contract.

Consultants are also required to submit labor rate information once per year, or more frequently upon request from DOTD, to the DOTD Audit Section.

If Consultant is entitled to be reimbursed for direct and/or indirect costs of Consultant and/or any sub-consultants pursuant to this contract, Consultant/sub-consultant must maintain an approved project cost system and segregate direct from indirect cost in its general ledger. Pre-award and post audits, as well as interim audits, may be required.

ARTICLE XII ADDITIONAL WORK (March 2018)

Minor revisions in the described work shall be made by Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If DOTD requires more substantial revisions or additional work which Consultant believes warrant additional compensation, Consultant shall notify DOTD in writing within thirty (30) calendar days of being instructed to perform such work. Consultant shall not commence any work for which Consultant intends to seek additional compensation unless and until written authority to proceed has been given by DOTD.

If DOTD disagrees that additional compensation is due for the required work, it shall be Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this contract.

ARTICLE XIII EXTRA WORK LETTERS (March 2018)

As an aid in managing this contract, the PM may issue Extra Work Letters. Any Extra Work Letters must be issued in writing and must comply with the provisions of this contract.

An Extra Work Letter may be issued by the PM in cases when the additional compensation is small and the work does not constitute a change in scope. The cumulative value of all Extra Work Letters shall not exceed 10% of the cumulative value of all contract compensation exclusive of Extra Work

Letters (original contract compensation plus all Supplemental Agreements). In all other cases wherein DOTD agrees that required work is necessary and warrants additional compensation, the parties will execute a Supplemental Agreement.

ARTICLE XIV OWNERSHIP OF DOCUMENTS (March 2018)

All data collected by Consultant and all documents, notes, drawings, tracings, and files collected or prepared in connection with this work, except Consultant's personnel and administrative files, shall become and be the property of DOTD and copies thereof shall be delivered to DOTD electronically at the conclusion of the contract term and/or sooner upon request by DOTD. DOTD shall not be restricted in any way whatsoever in its use of such material, except as specifically provided in La. R.S. 38:2317.

No public news releases, technical papers, or presentations concerning any DOTD project may be made without the prior written approval of DOTD.

ARTICLE XV DELAYS AND EXTENSIONS (March 2018)

Upon written request to DOTD, Consultant may be granted an extension of time for delays occasioned by events or circumstances beyond Consultant's control or delays caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD.

It may be cause for review of contract compensation if the accumulated approved extensions of contract time caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD equals or exceeds twelve (12) months. If the DOTD Chief Engineer agrees that additional compensation is warranted, such compensation will be provided for pursuant to a Supplemental Agreement. If Consultant believes contract delays warrant an adjustment in contract compensation, then Consultant shall notify DOTD in writing of its request within thirty (30) calendar days of being instructed to perform the work. **No compensation adjustment shall be made for work performed prior to such written request.**

If, in the opinion of the DOTD Chief Engineer, circumstances do not indicate a need for additional compensation, it shall be Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this contract.

ARTICLE XVI PROSECUTION OF WORK (March 2018)

Immediately upon receiving authorization to proceed with the work, Consultant shall prepare and submit to the PM a proposed progress schedule or bar chart, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this schedule or bar chart shall be arranged so the actual

progress can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required.

Consultant shall provide sufficient resources to ensure completion of the project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, Consultant shall take immediate steps to restore satisfactory progress.

The progress of the work shall be determined monthly, with the submission of an invoice and progress schedule to DOTD. For any work, the project shall be considered on schedule if the percentage of the total work completed is equal to or greater than the percentage of contract time elapsed.

The overall project schedule includes the combined time allotted for all tasks within this contract, subject to any overlaps of concurrent activities. For the purposes of evaluating work progress, the elapsed time for any task begins in accordance with the original project schedule, even though work on a task may not commence on schedule. Should any task fail to commence in accordance with the original schedule because of delinquencies in a previous task, the elapsed time in the above ratio shall be measured from the time the task would have begun had the previous task been completed on schedule. Should any delays in progress be necessitated by circumstances outside of Consultant's control, it shall be the responsibility of Consultant to request an appropriate adjustment in contract time. If the ratio of percentage of work completed to percentage of time elapsed falls below 0.75, Consultant shall be subject to disqualification.

ARTICLE XVII DISQUALIFICATION (October 2018)

Consultant will be subject to disqualification in the event that Consultant fails to comply with the terms of this contract with respect to:

1. prosecution of work;
2. audits, including, but not limited to, all requirements of the Audit Article of this contract;
or
3. repayment of any overpayments after receipt of an invoice from DOTD.

During the period of disqualification, Consultant shall not be considered for contracts nor shall he be considered or approved as a sub-consultant on contracts or proposals. Consultant shall be allowed to proceed with any work under any preexisting contract or written sub-consultant agreement. The period of disqualification shall continue until Consultant comes into compliance with the relevant terms of this contract.

The disqualified consultant may submit a written appeal to the DOTD Chief Engineer for review by the Disqualification Review Board (hereinafter referred to as "the DRB"). The DRB shall be composed of the DOTD Chief Engineer or his designee, the Contract Services Administrator, and the Project Development Director. The written appeal shall be submitted within seven (7) days, excluding weekends and holidays, after issuance of written notice of disqualification and may either request a meeting with the DRB or that the DRB consider a written appeal only. A meeting

of the DRB shall be scheduled within ten (10) days, excluding weekends and holidays, after receipt of the appeal. After all the information has been considered, the DOTD Chief Engineer shall notify Consultant of the decision of the DRB in writing within ten (10) days, excluding weekends and holidays. The decision of the DRB shall not operate as a waiver by DOTD of any of its rights under this contract or for any damages, including, but not limited to, untimely completion.

**ARTICLE XVIII
PROGRESS INSPECTIONS (March 2018)**

During the progress of the work, representatives of DOTD and other interested parties, when so named herein, shall have the right to examine the work and may confer with Consultant thereon. In addition, Consultant shall furnish, upon request, prints of any specific item of its work for DOTD inspection. Consultant shall confer with DOTD and such other parties, and from time to time may submit sketches illustrating significant features of the work for review and comment.

**ARTICLE XIX
TERMINATION OR SUSPENSION (April 2018)**

This contract shall be effective during the contract time provided above; however, this contract may be terminated earlier under any or all of the following conditions:

1. by mutual agreement and consent of the parties hereto;
2. by DOTD as a consequence of the failure of Consultant to comply with the terms, progress or quality of work in a satisfactory manner; proper allowance being made for circumstances beyond the control of Consultant;
3. by either party upon failure of the other party to fulfill its obligations as set forth in this contract;
4. by DOTD due to the departure for whatever reason of any principal member or members of Consultant's firm;
5. by satisfactory completion of all services and obligations described herein; or
6. by DOTD giving thirty (30) calendar days' notice to Consultant in writing and paying compensation due for completed work.

Upon termination of this contract, Consultant shall deliver to DOTD all plans and records of the work compiled to the date of termination. DOTD shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

If for any reason, DOTD wishes to suspend this contract, it may do so by giving Consultant written notice that the contract is suspended as of the notice date. Consultant shall stop all work on the contract until such time as Consultant may receive written notification from the PM to resume work.

Consultant shall not have the authority to suspend work on this contract.

ARTICLE XX
CLAIMS AND DISPUTES (March 2018)

Consultant's failure to provide the required written notification pursuant to the provisions of the Additional Work and/or the Delays and Extensions sections of this contract shall be deemed a waiver of any and all claims for additional compensation.

When Consultant has timely provided notice pursuant to the provisions of the Additional Work and/or the Delays and Extensions sections of this contract, Consultant shall submit the entire claim and supporting documentation to the DOTD Consultant Contract Services Administrator within ninety (90) calendar days of the completion of the work that forms the basis of the claim. Consultant Contract Services Administrator shall submit the claim to the DOTD Consultant Contracts Claims Team (hereinafter "the Team") for review.

Consultant shall be notified in writing of the Team's recommendation, and, if accepted by Consultant and approved by the Chief Engineer and FHWA, if applicable, Consultant shall execute a receipt and release based upon said recommendation. If the Team's recommendation is not accepted by Consultant, Consultant may file a written appeal to the Chief Engineer. Review and determination of the matter by the Chief Engineer shall constitute the final determination by DOTD. If the Chief Engineer's decision is not acceptable to Consultant, then Consultant may pursue any remedies available to it at law.

ARTICLE XXI
INSURANCE REQUIREMENTS (March 2018)

During the term of this contract, Consultant shall carry professional liability insurance in the amount of \$1,000,000. Consultant shall provide or cause to be provided a Certificate of Insurance to DOTD showing evidence of such professional liability insurance.

ARTICLE XXII
INDEMNITY (April 2018)

Consultant agrees to indemnify and save harmless DOTD, its agents, employees, and assigns, against any and all claims, demands, suits, and judgments of sums of money (including attorney's compensation and cost for defense) to any party for loss of life or injury or damage to persons or properties arising out of, resulting from, or by reason of, any act or omission by Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder.

ARTICLE XXIII
ERRORS AND OMISSIONS (March 2018)

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of Consultant under contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of DOTD. DOTD's review, approval, acceptance of, or payment for the services required under this contract

shall not be construed to operate as a waiver of any of DOTD's rights or of any causes of action arising out of or in connection with the performance of this contract.

Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by Consultant. If errors or omissions are discovered, Consultant shall, without additional compensation, correct or revise any deficiencies discovered. If errors or omissions are discovered prior to acceptance of deliverables and payment to Consultant, the work shall be returned for correction and payments shall be withheld until delivery of an acceptable product. If errors or omissions are discovered subsequent to acceptance of deliverables and payment to Consultant but prior to the commencement of construction of a public work based upon Consultant's deliverables, DOTD may, in its sole discretion, either demand that Consultant promptly correct the errors at no cost to DOTD or make corrections using DOTD staff, in which case Consultant shall be responsible for costs incurred by DOTD to make the corrections. If errors or omissions are discovered after the commencement of construction of a public work based upon Consultant's deliverables, the parties agree to proceed in accordance with DOTD's Errors and Omissions Policy, which is incorporated by reference herein and which is available at:

http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/CCS/Errors_Omissions/DOTD%20Errors%20Omissions%20Policy.pdf

The costs to be recovered may include, but are not limited to, costs associated with moving the letting date, issuing an addendum(a) to the plans/proposal, payroll costs for making corrections plus applicable indirect costs not to exceed the allowable indirect cost for Consultant's firm, costs to correct design errors during construction, and costs associated with the processing of any necessary Change Orders.

**ARTICLE XXIV
CLAIM FOR LIENS (March 2018)**

Consultant shall hold DOTD harmless from any and all claims for liens for labor, services, or material furnished to Consultant in connection with the performance of its obligations under this contract.

**ARTICLE XXV
COMPLIANCE WITH LAWS (April 2018)**

Consultant shall comply with all applicable federal, state and local laws and ordinances, as shall all others employed by it in carrying out the provisions of this contract. Specific reference is made to Act No. 568 of 1980 of the State of Louisiana, an act to regulate the practice of engineering and land surveying.

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education

Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

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

ARTICLE XXVI
ANTI-SOLICITATION AND ANTI-LOBBYING COVENANTS (March 2018)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. Consultant further warrants that it has executed a certification and disclosure form as required under 49 CFR 20, and that all information on the form is true and correct. For breach or violation of these warranties, DOTD shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of any fee, commission, percentage, brokerage fee, gift, or contingent fee paid in violation of the warranties made in this Article.

No legislator or person who has been certified by the Secretary of the State as elected to the legislature or member of any board or commission, members of their families or legal entities in which the legislator, person or board or commission member has an interest, may derive any benefit from this contract or share in any part of the contract in violation of the Louisiana Code of Governmental Ethics (La. R.S. 42:1101 *et seq.*).

ARTICLE XXVII
CODE OF GOVERNMENTAL ETHICS (March 2018)

Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to Consultant in the performance of services called for in this contract. Consultant agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

ARTICLE XXVIII
DISADVANTAGED, MINORITY, AND WOMEN-OWNED
BUSINESS ENTERPRISE REQUIREMENTS (June 2018)

If a DBE Goal is required, use this paragraph, % may change; Check Advertisement for DBE Goal. This contract shall have a Disadvantaged Business Enterprise (DBE) goal of **XX**% of the contract fee. DBE participation will be limited to the firms certified pursuant to the Louisiana Unified

Certification Program. For convenience, DOTD provides a list on its website (<http://www8.dotd.la.gov/UCP/UCPSearch.aspx>) of firms that have been certified as eligible to participate as DBEs on US DOT assisted contracts. This list is not an endorsement of the quality of performance of any firm but is simply an acknowledgment of the listed firms' eligibility as a DBE. DOTD makes no representations of the accuracy or completeness of this list on any particular date or time. Prime consultants considering the use of a particular DBE sub-consultant are advised to obtain documentation of certification status from that sub-consultant. Credit will only be given for use of DBEs that are certified by the Louisiana Unified Certification Program. Consultant shall submit with each invoice presented to DOTD for payment a completed DBE Form 1, "DBE Participation Monthly Report" (Attachment D). This Form must be completed and submitted by Consultant regardless of whether the invoice includes effort by the DBE during the period covered by that invoice. In the event of no effort by a DBE during the period covered by the invoice, Consultant shall simply indicate that on the form. The PM shall review submitted invoices and their corresponding DBE Form 1 to determine if the DBE goals are being achieved. If Consultant has failed to meet the goal and no good faith efforts have been made, the PM shall notify the Compliance Section of DOTD, and at that time the DBE portion of the contract fee may be withheld from Consultant.

These paragraphs remain in all contracts:

If a Disadvantaged Business Enterprise (DBE) goal has been assigned, Consultant agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this contract, and in any subcontracts related to this contract. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this contract. Furthermore, Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, Consultant shall provide to DOTD a copy of the contract between Consultant and the DBE sub-consultant. Consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on Consultant, DOTD will release such retainage for each stage upon satisfactory completion of each stage, and Consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) calendar days of release of associated retainage from DOTD.

Regardless of whether a DBE goal has been assigned to this contract, Consultant shall submit to the PM a completed DBE Form 1, "DBE Participation Monthly Report" (Attachment D) with each monthly invoice when the invoice includes effort by a DBE sub-consultant and a completed DBE Form 2, "DBE Participation Final Report" (Attachment E), with the final invoice.

Further, regardless of whether or not a DBE goal has been assigned to this contract, Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this contract. After proper notification by DOTD, immediate remedial action shall be taken by Consultant as deemed appropriate by DOTD or the contract may be terminated. The option shall rest with DOTD.

The above requirements shall be physically included in all subcontracts entered into by Consultant.

**ARTICLE XXIX
SUBLETTING, ASSIGNMENT, OR TRANSFER (March 2018)**

This contract shall be binding upon the successors and assignees of the respective parties hereto. This contract, or any portion thereof, shall not be transferred, assigned, or sublet without the prior written consent of DOTD.

**ARTICLE XXX
RECORDS RETENTION (March 2018)**

Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this contract. Costs shall be in accordance with 48 CFR 31 of the FAR, as modified by the DOTD audit guidelines, and which are incorporated herein by reference as if copied *in extenso*. The FAR is available for inspection through www.transportation.org. Records shall be retained until such time as an audit is made by DOTD or Consultant is released in writing by the DOTD Audit Director, at which time Consultant may dispose of such records. 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 the DOTD and/or Louisiana Legislative Auditor, the FHWA, or Government Accountability Office under state and federal regulations effective as of the date of this contract.

**ARTICLE XXXI
ENDORSEMENT OF PLANS (March 2018)**

Consultant's Professional Engineer/Surveyor registrant of the State of Louisiana, who is responsible for the project shall sign (using his registered name) and date seal all project documentation. Any plans or reports shall be sealed and/or signed, in accordance with La. R.S. 37:681 through 37:703 and Title 46:Part LXI of the Louisiana Administrative Code relating to Professional Engineering and Professional Surveying requirements. Consultant shall perform all required tasks associated with this contract in full compliance with all applicable laws, regulations, and DOTD policies.

ARTICLE XXXII
SEVERABILITY (March 2018)

If any term, covenant, condition, or provision of this contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

*****Consulting Firm, Inc.**

Witness for First Party

BY: _____

Witness for First Party

Typed or Printed Name

TITLE: _____

Federal Taxpayer Identification Number

DUNS Number/CAGE Code (if applicable)

CFDA Number (if applicable)

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____

Secretary

Witness for Second Party

RECOMMENDED FOR APPROVAL BY:

Division Head