

**ADVERTISEMENT FOR ENGINEERING AND RELATED SERVICES**  
**July 16, 2019**

**CONTRACT NO. 4400017421**  
**COMITE RIVER DIVERSION BRIDGE AT LA 67**  
**STATE PROJECT NO. H.001352**  
**F.A.P. NO. H001352**  
**AND**  
**COMITE RIVER DIVERSION BRIDGE AT LA 19 AND LA 19 RAILROAD BRIDGE**  
**STATE PROJECT NO. H.002273**  
**F.A.P. NO. H002273**  
**EAST BATON ROUGE PARISH**

**DBE GOAL = 5%**

Under the authority granted by Title 48 of Louisiana Revised Statutes, the Louisiana Department of Transportation and Development (DOTD) hereby issues this advertisement for consulting firms to provide engineering and related services. **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 at the time the proposal is submitted. Prime consultants must be registered with the Federal Government using SAM.gov prior to contract execution.**

**All prime and sub-consultants submitting proposals for this advertisement must have an Annual Personnel List (APL) on file with DOTD prior to the closing of this advertisement.**

One (1) proposal will be selected for the 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. The contract number should be listed in Section 2 of the DOTD Form 24-102.

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

## **SCOPE OF SERVICES**

The Construction Management at Risk (CMAR) delivery method has been selected to ensure an aggressive approach in relation to significantly reducing costs and rapidly expediting schedules. A CMAR Contractor will construct the Comite River Diversion Bridge at LA 67 (SPN H.001352), as well as the Comite River Diversion Bridge at LA 19 and the Railroad Bridge at LA 19 (SPN H.002273). The first phase of this Project will be pre-construction services. DOTD will select a consultant to work with DOTD and the CMAR Contractor to develop a design that meets the goals of the Project and incorporates Value Engineering (VE) and constructability ideas allowing the CMAR Contractor to arrive at a price for the Projects with a minimum of cost-association risk. The consultant must be able to develop a strong, collaborative working relationship with the CMAR Contractor and DOTD.

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 workload with DOTD, weighting factor of three (3)\*; and
6. A work plan and schedule of how the tasks will be accomplished, weighting factor of five (5)\*\*.

\*This criterion has been neutralized; all respondents will receive a score of 5 in this category.

\*\*In addition to DOTD Form 24-102, a work plan shall be submitted for evaluation that includes a project work schedule with major milestones and contractor coordination meetings along with the process of addressing RFI's during construction. The work plan shall be on letter size paper, and should not be more than 10 pages single sided with a font size of at least 12. The goal of the work plan is to demonstrate the Consultant's understanding of the overall project, how major design and communication issues will be addressed, how the proposed contract time will be met and/or exceeded,

how QA/QC will be addressed during design, all while delivering a quality product on time, within scope and budget.

Note: this work plan is separate and apart from the QA/QC plan which must also be submitted **at the time of proposal** as part of the DOTD Form 24-102.

If any sub-consultants are proposed to be used for the referenced contract(s), then Section 11 must represent the percentage of overall work that will be done by each firm.

**THE FOLLOWING TABLE MUST BE COMPLETED AND INCLUDED IN SECTION 11 OF THE PRIME CONSULTANT’S DOTD FORM 24-102 PROPOSAL.**

Identify the percentage of work for the <u>overall contract</u> to be performed by the prime consultant and each sub-consultant.							
	% of Overall Contract	Prime	Firm B	Firm C	Firm D	Firm E	Firm F
Percent of Contract	100%						

Consultants will be evaluated as set forth in the “Evaluation Criteria” section of this advertisement. 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.

If sub-consultants are used, the prime consultant must perform a minimum of 51% of the work for the overall contract. The prime consultant and each sub-consultant will be evaluated on their part of the contract. The individual prime consultant and sub-consultant ratings, proportional to the amount of their work, will then be added to arrive at the total consultant 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.

**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](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 **two years**.

### **COMPENSATION**

The estimated compensation payable to the consultant for all services rendered in connection with this contract shall be **\$780,000**. Actual compensation will be determined by DOTD based on work 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 work 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.

### **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”, with the exception that compensation for vehicle usage will be based on actual miles traveled directly and exclusively related to project needs. Vehicle rental rates will require prior approval from the PM.

### **QUALITY ASSURANCE/QUALITY CONTROL**

DOTD requires the selected 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. The selected consultant must submit their QA/QC plan within 10 days of the award notification to the consultant. 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 training 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, Paint Managers, and Paint Inspectors

Approved courses are offered by ATSSA and AGC. Substitutes for these courses must be approved by the DOTD Work Zone Task Force. For more information, please contact Barry Lacy at 225-379-1584. 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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](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](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Traffic_Engineering/Misc%20Documents/Traffic%20Engineering%20Manual.pdf)
26. AREMA: American Railway Engineering and Maintenance-of-Way Association, Manual for Railway Engineering (2019 ed.)



## 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.

**DBE** - The selected consultant shall have a Disadvantaged Business Enterprise (DBE) goal of **5%** 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.

Prime consultants must specify by firm name in Section 10 on the DOTD Form 24-102 all DBE firms which the prime intends will participate in providing services under the contract to meet the DBE goal and indicate for each the percent of the contract fee for the services that will be performed by each specified DBE firm. If the prime did not succeed in obtaining enough DBE participation to meet the goal, it must attach to the DOTD Form 24-102 documentation of its good faith efforts to meet the goal.

## 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](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. Unless otherwise stated in this advertisement, copies of licenses and certificates are not required to be submitted with the proposal.

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 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 4400017421 and/or State Project Nos. H.002273 and H.001352**, and shall be submitted **prior to 3:00 p.m. CST on Wednesday, July 31, 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**

### **COORDINATION WITH THE CMAR CONTRACTOR**

The construction of all elements of the Comite River Diversion Bridge at LA 67 Project, and Comite River Diversion Bridge at LA 19 and LA 19 Railroad Bridge Project will be completed under the CMAR contract. It is anticipated that the Consultant's 30% design submittals will be used as the basis for commencement of the open book cost estimation process with the CMAR Contractor for the Comite River Diversion Bridge at LA 67 Project, and the Comite River Diversion Bridge at LA 19 and LA 19 Railroad Bridge Project. The Consultant shall coordinate its engineering and design efforts with the CMAR Contractor and work with the CMAR Contractor to identify long lead-time items. The CMAR Contractor may identify various elements that may require less than 100% design. Additionally, coordination with the CMAR Contractor must occur on a "continuous" basis, not merely discreet points of construction review. The Consultant must have technical leads available on a weekly basis for this coordination with the CMAR Contractor.

### **PARTNERING**

The Consultant shall participate in partnering sessions managed and facilitated by DOTD and the CMAR Contractor.

### **DESIGN AND CONSTRUCTABILITY REVIEW**

The Consultant shall ensure that the design meets all design specifications and standards. Such assurance must begin with the Consultant performing on-going design and constructability reviews in coordination with the CMAR Contractor. In addition to these on-going reviews, DOTD will coordinate design reviews at the 30%, 60%, 90%, and 100% design milestones, as needed as determined by DOTD. These reviews are to be attended by DOTD, the Consultant, the CMAR Contractor, and, as necessary, stakeholders. The purpose of these reviews is to verify the basis of design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities, ensure adequate coordination between design disciplines, and coordinate between contract packages, incorporate significant innovations, measurably mitigate / retire risks, enhance / accelerate the design and construction schedules, etc. The Consultant shall document all comments received and actions taken including justifications for not including suggested revisions.

### **VALUE ENGINEERING**

The Consultant shall evaluate the CMAR Contractor's VE proposals in a timely manner. The Consultant shall identify the most effective alternatives that meet project objectives and make recommendations to DOTD. The Consultant shall keep cost constraints in the foreground. The final design must properly document, in DOTD's sole determination, the result of all VE proposals.

## **COST ESTIMATING**

The Consultant shall prepare an engineer's cost estimate of construction, including material and product quantities, at the completion of the 30%, 60%, 90%, and 100% design stages. The Consultant shall coordinate with DOTD and the CMAR Contractor regarding the format of quantities and cost estimates. The Consultant shall participate in open-book cost estimating sessions at the request of DOTD.

### Stage 3: Design

#### Plans and Construction Cost Estimate

### **STAGE 3: DESIGN**

As a part of the Comite River Diversion Project, this Louisiana Highway 19 and Louisiana Highway 67 Bridge project seeks to construct new separate permanent highway bridges including approaches; temporary highway bypass roads (on grade); shoo-fly (on grade) and rail bridge;

The Louisiana Highway 67 Bridge Project is located in East Baton Rouge Parish, Louisiana at the point where the channel of the future Comite River Diversion Canal (CRDC) will intersect existing LA 67. The site is located on LA 67 (Plank Road) between Lower Zachary Road and Charlton Road.

Louisiana Highway 19 is a north-south highway, which serves the parishes of East Baton Rouge and East Feliciana. It spans approximately 34 miles from a junction with US Hwy 61 near Baton Rouge, Louisiana to the Mississippi state line where it becomes Mississippi Highway 33. The highway intersection with the CRDC is approximately 6.3 miles north of the LA Hwy 19 interchange with Interstate 110.

The project scope of work includes preparing plans, specifications and design documentation for a portion of the Comite River Diversion Channel (CRDC), twin parallel bridges approximately 350 feet long, with a finished cross-sectional clear width of 40 feet on LA Hwy 19, a Railway bridge at Hwy 19 and a single bridge approximately 350 feet long, with a finished cross-sectional clear width of 40 feet on Hwy 67. LA Hwy 19 and Hwy 67 traffic will need to be maintained via either a detour road, bypass and/or median crossovers while the Geaux Geaux rail will require a temporary shoo-fly alignment.

The consultant shall design services to reconstruct the Geaux Geaux Railroad Bridge over the proposed Comite River diversion project near Zachary, Louisiana. Design services will include a track raise of approximately eight feet that will be necessary to accommodate the diversion channel.

## **Road Design:**

The Consultant shall provide all engineering required for 30%, 60%, 90% and 100% roadway plans for the project, including but not limited to:

- Title Sheet
  - Typical Section and Detail sheets
  - Summary of Estimated Quantities sheets
  - Plan/profile sheets (1"=50')
  - Roadway Detour sheets
  - Geometric Layout and Detail sheets
  - Suggested Sequence of Construction and Construction Signing sheets
  - Cross Sections sheets
  - Engineers Construction Cost Estimate
1. DOTD or the Consultant, at the option of DOTD, will furnish traffic data\assignments, traffic studies if required. If performed by the Consultant, such work shall be established by an Extra Work Letter or Supplemental Agreement.
  2. Electronic files will be in MicroStation and InRoads formats.
  3. Geotechnical foundation designs will be performed by the Consultant
  4. The Consultant will be expected to participate in periodic meetings, as required (e.g. Kick off, Site Visit, Design/Production Meeting, Plan in Hand, Public Meeting, Local Agency Meeting, Contractor Coordination Meeting, Final Plan Review)
  5. Shop Drawings, if required, the Consultant shall be contacted to provide the structural shop drawing review during construction. Shop drawing review services may be performed under supplemental agreement

## Consultant Submittals:

- Design Report
- 30%, 60%, 90%, 100% Plans and Construction Cost Estimates
- Special Provisions and NS Pay Items
- Design Calculations
- As-Designed Bridge Rating Reports
- QC/QA Certification (with all signatures)
- All minutes of every meeting, i.e. kickoff meeting, design/production meetings, partnering meetings etc.
- Documentation of VE results
- Documentation of DOTD design comments along with resolutions
- Shop drawing review

## **Bridge Design:**

The Consultant shall provide all engineering required for 30%, 60%, 90% and 100% bridge plans for the project, including but not limited to:

- General notes and index
- Bridge General Plan and elevation
- Construction Phasing Details
- Summary of Bridge Quantities
- Foundation plan and pile layout
- Pile loads and details
- Pile data Table
- Approach slab details
- Bent details
- Girder details
- Span and deck details
- Bridge Typical section
- Bridge Barrier Railing details
- Prepare design criteria in accordance with Part 1, Chapter 3 of the BDEM
- As-design Ratings
- Engineers Construction Cost Estimate

## Consultant Submittals:

- Design Criteria
- 30%, 60%, 90%, 100% Plans and Construction Cost Estimates
- Special Provisions and NS Pay Items
- Final Design Calculations w/Appendices
- As-Designed Bridge Rating and Rating Reports
- QC/QA Certification (with all signatures)
- All minutes of every meeting, i.e. kickoff meeting, design/production meetings, partnering meetings etc.
- Documentation of VE results
- Documentation of DOTD design comments along with resolutions
- Shop drawing review

## **Rail Design:**

### **EXISTING SITE CONDITIONS**

The area being evaluated is on the Geaux Geaux Railroad's M Line, which runs north-south between Baker and Slaughter, Louisiana. The railroad bridge is just south of Zachary, Louisiana, just west of LA Highway 19. The existing bridge is a single track five span ballast deck timber pile trestle on tangent track.

### **PROPOSED DESIGN WORK**

The Consultant will be expected to provide all design services for the following tasks. Note that all design services to be fully compliant with applicable AREMA design standards and must follow the guidelines of AREMA's Manual for Railway Engineering:

The Consultant shall provide all engineering required for 30%, 60%, 90% and 100% railroad plans for the project, including but not limited to:

1. Design for the construction and subsequent removal of a shoo-fly runaround track to allow for continued rail operations during the construction of the new bridge. Shoo-fly design to include any drainage structures beneath the track to provide for adequate drainage.
2. Design for the construction of a new railroad bridge at the approximate location of existing M Line Bridge 353.3. New bridge must be designed to accommodate the construction of the Comite River diversion channel, which will pass beneath the bridge. Estimated design parameters for the new bridge are:
  - a. Bridge will be approximately 300 feet in length, matching the width of the diversion channel.
  - b. Suggested design is for three center spans to be approximately 60 feet in length with shorter approach spans. Number of spans and span lengths may be adjusted based on the hydraulic characteristics of the diversion channel.
  - c. Proposed bridge to be single track, ballast deck on driven pile. Pile to be either steel or concrete. Superstructure to be pre-stressed or post-tensioned concrete. If hydraulic characteristics of the diversion channel demand a longer span, a steel center span will be considered.
  - d. Top of rail elevation over the bridge will increase by approximately 8 feet. Track raise to be adjusted to meet the requirements of the diversion channel.
  - e. Top of rail elevation off of each end of the bridge will be designed to transition down to existing top of rail elevation in compliance with AREMA design standards.
  - f. Design any embankment retaining structures that will be required to support the track in the transition zones off of each end of the bridge.
  - g. Design for the installation of pipe or box culverts in the transition zones if required for drainage relief in these zones.
  - h. Identify and design for any other features that may impact rail operations caused by the track raise, such as grade crossings/signals, other bridges/culverts or other existing railroad facilities.

3. Soil borings at the site (including the track approaches) have already been completed by others and a geotechnical report has already been prepared. Design consultant will be supplied with this report for their use in foundation design.
4. A site survey has already been completed by others. Survey information will be supplied to the design consultant.
5. Permitting will be completed by others. Design consultant will provide any design calculations or drawings for permit application.
6. Design services to begin immediately upon Notice to Proceed and to continue uninterrupted until final submittal. Design to include all calculations, drawings and specifications for a complete bid set that can be used to solicit bids from contractors.

**Additional Services: Additional work may be required of consultant by supplemental agreement, such as but not limited to SUE services, Traffic data/analysis and/or Construction Support Services.**

#### **ITEMS TO BE PROVIDED BY DOTD**

- DOTD Real Estate Section will provide one Title Research Report for each ownership within the taking areas, the Right of Way Map and will preform all Right of Way Acquisition Services.
- DOTD Real Estate Section will provide Title Updates when necessary.
- DOTD Location and Survey Section will provide Survey control for the project
- Access to as-built roadway plans
- Hydraulic Analysis and Diversion Channel Details (by US Army Corps of Engineers)
- Topo Survey
- Borings
- Geotechnical analysis
- Typical Roadway Section Design
- Pavement Design
- DOTD Special Details and Standard Plans (through ProjectWise)

#### **ELECTRONIC DELIVERABLES**

Consultant hereby agrees to produce electronic deliverables in conformance with DOTD Software and Deliverable Standards for Electronic Plans document in effect as of the effective date of the most recent contract action or modification, unless exempted in writing by the Project Manager. Consultant is also responsible for ensuring that sub-consultants submit their electronic deliverables in conformance with the same standards. The DOTD Software and Deliverable Standards for Electronic Plans document and DOTD CAD Standards Downloads are available via links on the DOTD web site.

Consultant shall apply patches to CAD Standard Resources and install incremental updates of software as needed or required. Consultant hereby agrees to install major updates to software versions and CAD Standard Resources in a timely manner. Major updates of CAD standards and



software versions shall be applied per directive or approval of the DOTD Design Automation Manager. Such updates will not have a significant impact on the plan development time or project delivery date, nor will they require consultant to purchase additional software. Prior to proceeding with plan development, consultant shall contact the Project Manager for any special instructions regarding project-specific requirements.

In the event that any Digital Plan Delivery Standard conflicts with written documentation, including DOTD plan-development Manuals, the Digital Plan Delivery Standard governs. Consultant is responsible for contacting the Project Manager should questions arise.

Consultant shall upload (or check in) electronic deliverables directly into the DOTD ProjectWise repository at each plan delivery milestone. Consultants are responsible for performing certain operations at each milestone including, but not limited to, the following:

- Upload (or check in) CAD plan deliverables to the discipline “Plans” folder
- Apply and maintain indexing attributes to CAD plans (and other deliverables as needed)
- Publish PDF format plan submittals in ProjectWise using automated publishing tools
- Digitally sign PDF format plan submittals in ProjectWise according to DOTD standards and procedures (Final Plans, Revisions and Change Orders). Signatures shall be applied in signature blocks provided with electronic seals and Title Sheets.

Additionally, after reviewing deliverables for each submittal milestone, the Project Manager shall notify consultant regarding the availability of two automatically-generated informational reports in ProjectWise. These reports document the completion status and other information regarding indexing attributes and CAD standards. Consultants shall take these reports into account and make any necessary adjustments to plans before the next submittal milestone; or sooner, if directed by the Project Manager.

## **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 be a professional engineer registered in the state of Louisiana.
2. At least one (1) principal or other responsible member of the prime consultant must be a professional civil engineer, registered in the state of Louisiana, with at least five (5) years of experience in responsible charge of bridge design projects delivered by an alternative delivery team, such as design build or CMAR.
3. At least one (1) professional civil engineer of the prime consultant, registered in the state of Louisiana, with five (5) years of design experience in reinforced concrete and pre-stressed concrete bridges, steel plate girders bridges, pile bents and column bents, fender and pier protection systems, bridge scour repairs, bridge bearings, and bridge expansion joint repairs.
4. At least one (1) professional civil engineer, registered in the state of Louisiana, with two (2) years of bridge rating experience.
5. At least one (1) professional civil engineer, registered in the state of Louisiana, with at least five (5) years of experience designing road projects.
6. At least one (1) professional civil engineer, registered in the state of Louisiana, with at least five (5) years of experience designing rail bridge projects.
7. At least one (1) professional civil engineer, registered in the state of Louisiana, with at least five (5) years of experience in geotechnical design involving Louisiana soils and bridge structures.
8. At least one (1) professional civil engineer, registered in the state of Louisiana, with at least five (5) years of experience in traffic analysis.

**MPR Nos. 4 through 8 may be satisfied through the use of a sub-consultant.**

**MPR Nos. 5 and 7 may not be met by an individual used to satisfy any other MPR.**

**ATTACHMENT C – STANDARD CONTRACT PROVISIONS**

**REVISED 7/1/19**

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

**CONTRACT FOR CONSULTING SERVICES**

**CONTRACT NO. 44XXXXXXXX**

**STATE PROJECT NO. H.XXXXXX**

**FEDERAL AID PROJECT NO. HXXXXXX**

**PROJECT NAME XXXXXXXX**

**\*\*\* 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 (June 2019)**

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”, with the exception that compensation for vehicle usage will be based on actual miles traveled directly and exclusively related to project needs.

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 (June 2019)**

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.



An invoice shall be submitted each month directly to the PM. 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:

**\*\*Place rates here or in a Rate Letter\*\***  
[insert line items].

**\*\*If in Rate Letter use this following verbiage:**

**These unit costs 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**

**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 (June 2019)**

Annually, Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited indirect cost rate(s) for itself and any sub-consultants. The indirect cost rate(s) provided to DOTD may consist of a single company-wide indirect cost rate or, at the consultant’s or sub-consultant’s option, may also include separate home and field indirect cost rates. These audited indirect cost rate(s) 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. For the purpose of calculating DOTD contract compensation, the consultant/sub-consultant may elect to use its company-wide indirect cost rate or, if available, its separate home and/or field indirect cost rates, as applicable, provided that such election shall apply consistently across all affected contracts.

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 up to the most recent three (3) years within the last five years of the applicable audited indirect cost rate(s) for Consultant and any sub-consultants to be used for this contract. The applicable indirect cost rate(s) will be the DOTD-approved audited indirect cost rate(s) for that consultant/sub-consultant until an updated form is transmitted to Consultant by DOTD. Upon receipt of the required form(s) by Consultant, Consultant shall sign the form(s) for itself and its sub-consultants to signify acknowledgment of receipt and return the signed form(s) 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.

In the event that DOTD does not have any approved indirect cost rate(s) for Consultant or any sub-consultants, provisional rate(s) will be used based on the statewide average audited indirect cost rate until such time as audited indirect cost rate(s) for that consultant/sub-consultant are received and approved by DOTD. In the event that DOTD has an approved company-wide indirect cost rate for the Consultant or any sub-consultant, and the work effort is primarily field work, a provisional rate based on the statewide average field indirect cost rate will be used until such time as an audited field indirect cost rate for that consultant/sub-consultant is received and approved by DOTD. Upon approval of such audited rate(s), DOTD shall provide Consultant with updated documentation reflecting the audited rate(s), 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 rate(s) and the actual audited indirect cost rate(s), 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 rate(s) received and approved by DOTD.

In the event that a consultant/sub-consultant has audited indirect cost rate(s) for previous fiscal years on file with DOTD and has recently submitted indirect cost rate(s) to DOTD for subsequent fiscal years that have not been approved by the DOTD Audit Section, prior to execution of this contract or any supplement hereto, Consultant may request the use of provisional indirect cost rate(s) for that consultant/sub-consultant in preparing this contract or any supplement hereto. The provisional rate(s) 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 rate(s) offered to be used by Consultant. These provisional rate(s) 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 rate(s), DOTD shall provide Consultant with updated documentation reflecting the audited rate(s), 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 rate(s) and the actual audited indirect cost rate(s), 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 rate(s) received and approved by DOTD.

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 satisfactorily 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](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](http://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.

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