

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CONTRACT FOR ENGINEERING AND RELATED SERVICES

STATE PROJECT NO. \*\*\*

FEDERAL AID PROJECT NO. \*\*\*

\*\*\* NAME

\*\*\* MORE NAME

\*\*\*ROUTE

\*\*\* PARISH

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 authority granted by Part XIII-A of Title 48 of Louisiana Revised Statutes, the DOTD has elected to engage the Consultant to perform, and the Consultant agrees to perform the services described in the Scope of Contract Services under the terms and conditions, and for the compensation as stated in this Contract.

**ENTIRE AGREEMENT**

Use this paragraph for an actual cost + a negotiated fixed fee with a maximum limitation, and for negotiated lump sum type contracts

This Contract, together with the advertisement of \*\*\*[dated] @@@and Addendum or (if plural) Addenda No. \*\*\*@@@, the DOTD Standard Form 24-102 (SF 24-102) submitted by the Consultant in response to the advertisement, Consultant's work hour and compensation proposals submitted and approved by the DOTD, and any attachments and exhibits are specifically incorporated herein by reference and constitute the 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.

Deleted: entire a

**Use this Paragraph for Non-Competitive Selections**

The Consultant has been selected non-competitively to perform the services under this Contract. This Contract, together with the Consultant's work-hour and compensation proposal submitted and approved by the DOTD, and any attachments and exhibits are specifically incorporated herein by reference and 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 referenced documents, this Contract governs.

**Use this Paragraph for other compensations**

This Contract, together with the advertisement of \*\*\*[dated], @@@and Addendum No. \*\*\* (or if plural) Addenda No. \*\*\*@@@ the DOTD Standard Form 24-102 (SF 24-102) submitted by the Consultant in response to the advertisement, and any attachments and exhibits are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in the event of conflict between the terms of this Contract and the referenced documents, this Contract governs.

**CONTRACT IDENTIFICATION**

State Project No. \*\*\* has been [State Funded Projects] **OR** State Project No. \*\*\* and Federal Aid Project No. \*\*\* have been[State and Federal Funded] assigned to this Contract to identify engineering costs. All invoices, progress reports, correspondence, etc., required in connection with this Contract shall be identified with the DOTD project title and project number\*[s]. The Consultant’s Professional Engineer/Surveyor registrant of the State of Louisiana, who is responsible for the Project shall sign (using his registered name), date, and seal all project documentation. Refer to Louisiana Revised Statute (LRS) 37:681 through 37:703 and Title 46: Part LXI relating to Professional Engineering and Professional Surveying requirements.

**CONSTRUCTION IDENTIFICATION**

Select one of the following two paragraphs:

@@@A@@@ (P/p)roject number(s) for the actual construction of this Project (have/has) not been assigned at the present time but shall be assigned upon written request by the Consultant as submitted through the Project Manager. The plans shall be identified with (these/this) number(s).

Either [State Project No. \*\*\* has been] **OR** [State Project No. \*\*\* and Federal Aid Project No. \*\*\* have been] assigned to identify the construction project and the plans shall be identified accordingly.

**PROJECT DESCRIPTION**

The Project as covered by this Contract shall consist of providing all necessary engineering and related services required for developing plans for \*\*\*.

**SCOPE OF CONTRACT SERVICES**

Select one of the following Paragraphs:

The various Tasks to be performed by the Consultant for this Project are described more specifically in Attachment \*\*\*, attached and made a part of this Contract.

The various Tasks to be performed by the Consultant for this Project are described more specifically as follows:

The services to be rendered for this Project shall consist of the following Stage(s) and Part(s):

**Adjust as necessary, list all Stage(s) and Part(s) for this particular project; delete all others:**

- Stage 0: Feasibility Studies
  - Part I: Feasibility Study
  - Part II: Environmental Inventory
- Stage 1: Planning/Environmental
  - Part I: Corridor Study
  - Part II: Line and Grade Study
  - Part III: Environmental Evaluation
    - (a) Categorical Exclusion
    - (b) Environmental Assessment (EA)
    - (c) Environmental Impact Statement (EIS)
  - Part IV: Conceptual Design

- Part V: Scope and Budget Development
- Stage 3: Design
  - Part I: Surveying Services
    - (a) Topographic Survey
    - (b) Title Research Reports
    - (c) Property Survey
    - (d) Title Updates
    - (e) Right-of-Way (R/W) Maps
    - (f) Title Take-Off
  - Part II: R/W Acquisition and Utility Relocation
  - Part III: Preliminary Plans
  - Part IV: Final Plans
  - Part V: Operational Services
  - Part VI: Inspection Services
  - Part VII: Construction Proposal
  - Part VIII: Phase II Environmental Site Assessment
- Stage 5: Construction
  - Part I: Construction Support
  - Part II: Shop Drawings

The Consultant shall perform Stage\*, Part,(list the stages and parts being performed and compensated for in the original contract per the advertisement) Stage \*, Part \*, and etc. in accordance with the terms of this Contract under the direct supervision of a DOTD Project Manager who shall be identified when the work is authorized.

Stage \*, Part \* etc. shall be performed under a Supplemental Agreement.

The \*Stage(s)\* and Part(s) to be performed by the Consultant under this Contract \*is/are\* described more specifically as follows: (establish only what is being compensated for in the original contract)

**STAGE 0: FEASIBILITY STUDIES**

**Part I: Feasibility Study-** shall consist of all services required to.....

**Part II: Environmental Inventory-** shall consist of all services required to....

**STAGE 1: PLANNING/ENVIRONMENTAL**

**Part I: Corridor Study**

Optional: Select parts which apply

**Corridor Study-** shall consist of all services required to perform route location studies for the Project describing all possible alternative routings with appropriate exhibits outlining advantages, disadvantages and costs of each and a recommendation of the preferable alignment based on traffic services, costs and impacts on the community. A Corridor Public Hearing (CPH) shall be held on the recommended and alternate corridors developed under this study. Specifically, the work under this Part consists of the following major items:

1. Assemble topographic maps and aerial photographs of the area as necessary to complete the study.
2. Review previous engineering reports and previous studies of routes through the area in accordance with accepted practices for utilizing such information.
3. Review sub-surface information available from previous explorations and from geological maps.
4. Assemble information regarding railroads, navigable canals, levees, drainage outfall pipes and channels, electrical transmission lines, gas transmission lines, water supply lines and other existing and/or proposed major utilities.
5. Assemble data on existing and/or proposed land use and historical or other cultural features which should be preserved.
6. Conduct an office and field review through the area to determine and identify the physical and/or man-made features affecting the corridor location.
7. Prepare estimates of right-of-way (R/W) costs for each corridor alignment based on values of properties furnished by the DOTD.
8. Prepare cost estimates of construction based on per-mile construction costs of similar construction.
9. Review each corridor, taking into consideration as to how the social, economic and environmental factors shall be effected by construction of the facility within the corridor and the extent such factors shall have on existing developments, all in accordance with the applicable provisions of Volume 7, Chapter 7, Sections 2 and 5 of the Federal Aid Policy Guide.
10. Compare the alternate corridors on the basis of traffic service, estimated construction and the R/W costs, disturbance of property and utility lines, and conformity with plans for future lane use.
11. Prepare a corridor location report setting forth the findings and interim conclusions of the studies previously enumerated.
12. Attend such conferences and meetings with public officials affected by the corridor locations as may be designated by the DOTD.
13. Prepare such layouts and maps as may be required by the DOTD for a CPH(s).
14. Attend CPH(s) to be called by the DOTD for review of the proposed corridor locations.

**Part II: Line and Grade Study-** shall consist of all engineering services required to: 1) inspect and investigate the project area; 2) assemble data, and 3) study the existing alignment and grade for the express purpose of developing a more desirable line and grade for the proposed new roadway. Any proposed alignment change must have the prior written approval of the Project Manager before proceeding with any topographic surveys along the new alignment. Throughout the course of this study the Consultant shall be required to confer with local officials in the area affected and shall maintain close liaison with the Project Manager.

A final typewritten report shall be prepared based on information derived from this study and one original copy shall be submitted to the DOTD's Chief Engineer at the time or prior to the request for a Pre-Design Planning Conference. This report shall include, but not be limited to: 1) a drainage cost estimate, 2) an apparent cost of R/W required, 3) a recommended section for the proposed improvement and; 4) a construction cost estimate.

### **Part III: Environmental Evaluation**

**Part III (a) Categorical Exclusion****Part III (b) Environmental Assessment (EA)****Part III (c) Environmental Impact Statement (EIS)****Part IV: Conceptual Design-****Part V: Scope and Budget Development-****STAGE 3: DESIGN****Part I: Surveying Services**

**Part I (a) Topographic Surveys-** shall consist of all services required to make a complete topographic survey, in English units of measure, as required for the proper design and layout of the project. The DOTD's requirements which shall govern this survey are specified in the current edition of the DOTD's Location and Survey Manual. Although currently acceptable surveying standards and methods, as approved by the Location and Survey Administrator, may be used. The Consultant shall request, in writing, from the Project Manager a copy of this manual for the Consultant's information and guidance as to normal DOTD procedures in the conduct of topographical surveys. Deviations from the normal procedures must be authorized in writing by the Project Manager.

The survey shall include, but not be limited to the staking of centerline when required and when physically possible and, where this is not possible, to the running of all ground traverses necessary to compute and establish centerline. Aerial photogrammetry may be used when feasible and by written agreement with the DOTD in developing the topographic surveys. This work shall include, for the control of the field survey and later use, the establishment of referenced iron rods along the Project, as may be necessary, to define the centerline and of a referenced system of bench marks on a closed level circuit. The survey shall also include the location and establishment of ownership of all utilities in the way of construction as specified in the manual. The Consultant's attention is specifically directed to the requirement in the manual whereby a sketch of the survey line shall be submitted to the DOTD's Location and Survey Administrator for approval immediately after the initial establishment of said line and prior to proceeding further with the survey. The project survey control and horizontal alignment shall be based on the Louisiana State Plane Coordinate System, (NAD-83-92), as determined by G.P.S. observation.

**Part I (b) Title Research Report-** shall be defined as a report of the ownership of the current property owner(s) with addresses, acquisition data, assessment and tax information, description of the property, conveyances of full ownership, conveyances of other rights (servitudes, leases, restrictions, etc.), existing R/W, recorded plats, and copy of the last acquisition.

The original and three copies of the Title Research Reports shall be furnished to the Location and Survey Administrator along with the Final R/W Map submittal, for forwarding to the Real Estate Section.

**Part I (c) Property Survey-** shall consist of all Investigations, Studies, and Field Property Surveys required for the preparation of Base R/W Maps and shall commence upon receipt of the written "Notice to Proceed" (NTP) from the DOTD. This notice may be issued by the Project Manager any time after the establishment of the Final Project Alignment.

**Part I (d) Title Updates-** shall consist of obtaining updates of the originally acquired Title Research Reports, if the Reports are more than six months old. These Updates shall be used in the preparation of the final R/W Maps and also by the DOTD's Real Estate Section in acquiring title to the property required for the construction project.

The original and three (3) copies of the Title Updates shall be furnished to the Location and Survey Administrator along with the Final R/W Map submittal, for forwarding to the Real Estate Section.

**Part I (e) R/W Maps-** shall consist of all services required to complete the Base and Final R/W Maps, described more specifically as follows:

The Base R/W Map shall show the adopted project centerline, all existing R/W, limits of construction, appropriate topography (residences, commercial buildings, structures, etc.), parcel line locations and ownerships, and required taking lines, with ties to the adopted project centerline. Individual parcel metes and bounds and precise area calculations are not required at this time, however, the approximate area of each required parcel and remaining area shall be determined and shown on the Base Map. These Maps shall be in the same standard format and shall form the basis for the Final R/W Map. Specifically, this work shall be performed in accordance with all principles and objectives set forth in the latest issue of the DOTD's Location and Survey Manual, although currently acceptable surveying standards and methods, as approved by the Location and Survey Administrator, may be used. For purposes of a joint review meeting, the Base R/W Map along with one copy of each of the Title Reports used in the preparation of the Base R/W Map, shall be furnished at approximately 60% completion, and reviewed by a DOTD Team. Appropriate revisions recommended for inclusion in the Final R/W Map shall be addressed by the Consultant.

The Final R/W Map preparation shall include all activities necessary to complete the Final R/W Map and shall be performed in accordance with the requirements specified in the latest issue of the DOTD's Location and Survey Manual. The Final R/W Map shall be the Base R/W Map as described above, and shall also include all revisions recommended by the Joint Review Team, parcel metes and bounds, parcel acquisition blocks, parcel areas, remaining areas, Lambert coordinates of all breaks in the required R/W and P.C.'s and P.T.'s of curves, and shall be accompanied by an electronic file containing the DOTD's COGO program input commands for creating parcel descriptions suitable for use by the DOTD's Real Estate Section.

**Part I (f) Title Take-Off** is defined as a report of the deed of ownership of the current property owner, and all survey documents, (plats, maps, etc.) associated with the current ownership deed. One take-off shall be obtained for each parcel and a copy of each take-off shall be furnished to the Department's Location and Survey Section with the submittal of the Base Right-of-Way Map.

A more detailed description of the work items shall be provided during the pre-design meeting.

**Optional:** Use this paragraph where prior work indicates this phase should be in Metric

R/W maps, required in metric units, shall show all linear dimensions, including metes and bounds, in metric units only. Required areas of parcels and remaining areas shall be shown in metric and English units of measurement.

**Part II: R/W Acquisition and Utility Relocation-** shall consist of all services required to....

**Part III: Preliminary Plans**

**Preliminary Plans-** shall consist of all engineering services required for the completion of Preliminary Plans and cost estimates for the Project, all under a schedule for completion which shall be in conformity with the contract time specified elsewhere in this Contract or established by supplemental agreement. Specifically, the work under this Part consists of the following major items:

1. The assembly and study of existing data, including improvement studies, boring information, if any, traffic data available through the DOTD, and such other data as can be located through efforts of the Consultant.

**If Topo Survey by Consultant – Use these next 3 paragraphs**

- ?. The actual roadway section shall be furnished to the Consultant by the DOTD at the Pre-Design Planning Conference.

**Omit (a) and (b) on non-negotiated lump sum contracts**

- a. The design criteria for this project shall be mutually determined by the Consultant's and the DOTD's personnel at a Pre-Design Conference to be held at the DOTD's Headquarters Administration Building in Baton Rouge at the conclusion of Part I (a), Topographic Surveys and prior to the commencement of this Part.
- b. A Pre-Design Planning Conference Form setting forth the design criteria for this project shall be completed at this conference and a copy shall be furnished to the Consultant. This conference shall be arranged by the DOTD's Chief Engineer upon his receipt of a written request from the Project Manager. A blank copy of this form shall be furnished to the Consultant. The Consultant shall complete those portions of the form which can be completed from information derived during the performance of the topographic survey.

**If Topo Survey By DOTD or furnished from DOTD files - Use these next 2 paragraphs**

- ?. The actual roadway section shall be furnished to the Consultant by the DOTD prior to the commencement of any work under this Contract.
- ?. The performance of all supplemental topographic surveys as may be required for the proper design and layout of the project; however, the performance of additional surveys shall not commence without prior approval of the DOTD. The supplemental survey shall also include all services necessary to re-establish the project centerline where the existing stakeout has been obliterated. This work shall include the establishment of referenced iron rods along the centerline as necessary to re-establish the line.

- ?. The preparation of location plans for subgrade soil borings that, in the judgment of the Consultant, may be necessary for design of the Project. The Consultant shall also prepare additional location plans as may be required by the DOTD for conducting additional borings deemed necessary by the DOTD.

**Optional: Use this paragraph for New Bridge Construction Only**

- ?. The performance of a cost analysis as required, determining the most economical structure design for the particular location of this Project, and the preparation of a corresponding report in reproducible form for the DOTD's use.

**Optional: If Bridge, Use ? Thru (c)**

- ?. The preparation and submittal of a synopsis of electronic data processing applications for the design of bridges to the DOTD's Bridge Design Engineer for his approval prior to their use. The synopsis shall include the following:
- a. A general explanation of each electronic data processing application to be used, and certification by the Consultant that it is maintained in accordance with the latest AASHTO LRFD Bridge Design Specifications.
  - b. The name of the developer or the name of the company providing services to the Consultant for each electronic data processing application.
  - c. An account of the Consultant's experience and the experience of other organizations or agencies that use each electronic data processing application.
- ?. The preparation of Preliminary Plans for the Project shall be in accordance with the requirements outlined in the latest AASHTO LRFD Bridge Design Specifications and in the current editions of the DOTD's Roadway Plan Preparation Manual, Bridge Design Manual, General Guide for Bridge Plan Preparation, and Hydraulics Manual. Statements in the Manuals which may be in conflict with requirements specified in the main body of this Contract shall be considered as superfluous information and not applicable to this Contract. **Either** Two **Or If a Bridge** Three sets of these plans shall be submitted to the Project Manager for preliminary examination and comments after they have been developed to show all information required for a Plan-in-Hand inspection and, upon receipt of any such comments, the Consultant shall revise the plans accordingly. The Consultant shall then submit to the Project Manager all computer-generated original reproducible of the Preliminary Plans. The Plans shall be dated and stamped "Preliminary" for further review, and for the DOTD's use in developing the prints necessary for a complete Plan-in-Hand field inspection with members of the DOTD and other interested parties, when so named herein, at a time and date mutually agreed to in advance by all parties.

Subsequent to the Plan-in-Hand inspection, the Consultant shall make all changes in the plans, as necessary, to reflect agreements reached at this Stage. The plans shall show the existing right-of-way and any taking lines required for additional right-of-way, and shall be referenced to the centerline of the Project. The Consultant shall then submit revised computer-generated original reproducible of the plans to the Project Manager.

Specifications for the Project shall be in accordance with the latest edition of Louisiana Standard Specifications for Roads and Bridges, amended to comply with the current practices of the DOTD.



- ?. The preparation of estimates of construction contract costs based on estimated quantities developed for the Preliminary Plans.
  - ?. The preparation of a sequence of construction for the Project (if necessary).
- Use this Paragraph if Permits, Navigable Waterways/Wetlands Req'd
- ?. The preparations of all permit drawings necessary for incorporation into the DOTD's application for a permit to cross navigable waterways and wetlands. Such drawings shall be original, reproducible drawings. The format of these drawings shall comply with the U. S. Coast Guard's or U. S. Corps of Engineer's standards, as the case may be, and shall be subject to the approval of the DOTD's Bridge Design Engineer before acceptance.
- Select one of the following two – use the second for Federal Funding
- ?. The design format for this improvement shall conform to the criteria used by the DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected.
  - ?. The design format for this improvement shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected.
  - ?. Design for Preliminary Plans shall be done in English units of measurement.

#### Part IV: FINAL PLANS

**Final Plans-** shall consist of all services required for the preparation of Final Plans, specifications, and estimates [\*\*and ratings of bridge structures], all meeting the standard requirements of the DOTD as to general format and content. Specifically, the work under this Part consists of the following major items:

- 1. The design and preparation of completed detailed Final Plans drawn to acceptable scales for the Project. At a minimum, the plans shall include designs and/or details for all grading, pavement, drainage, intersections, traffic control and structures. Bar bending details and schedules are to be included in these plans as applicable. The Final Plans shall show construction limits and final R/W taking lines. The earthwork cross sections shall also show R/W taking lines and existing utilities.
- ?. It is the desire of the DOTD that all sanitary and storm drainage, which may be required, be incorporated into the DOTD's plans and the construction contract. If the Consultant designs the sanitary or storm drainage for others, approval must be obtained from the owner of all such utilities before initiating design for same. If the design is furnished to the Consultant by the owner for incorporation in the plan assembly, neither the Consultant nor the DOTD shall be liable for the functioning of sanitary or storm drainage due to its design.
- ?. The Consultant shall compute earthwork mathematically (by computer or otherwise) and provide it to the DOTD. Methods which are not subject to a precise mathematical check shall not be permitted. A tabulation of elevations and distances of all break points on the design template shall also be provided by the Consultant.

?. The preparation and submittal of construction cost estimates based on the Final Plans.

**Optional: If Bridge, New Construction, Use next 5 paragraphs**

?. Bridge hydraulics shall conform to the procedures outlined in the latest edition of the DOTD's Hydraulics Manual amended as follows:

Bridge backwater and water surface profiles shall be calculated according to the latest edition of the FHWA computer program WSPRO, Water Surface Profile, (HY-7). The bridge scour calculations shall be performed according to the latest edition of the FHWA manual Evaluating Scour at Bridges, (HEC-18). The grade of the bridge and approach roadway shall be established according to the procedures outlined in the Hydraulics Section Design Memorandum, Procedure for Determining Roadway Grade, dated April 26, 1995.

?. The performance of a complete "as-designed" structural analysis of the load-carrying capacity of all superstructure structural components, except cast-in-place and precast slab spans to determine the respective inventory load, operating load, and Louisiana's posted vehicle ratings. Ratings shall be in accordance with the latest DOTD's Bridge Design Manual. The rating shall be performed by the same person who did the design.

The original and one (1) copy of a bound rating report shall be provided. It shall include a summary rating section, a plan and profile of the bridge, and all rating calculations arranged such that each member section is sketched adjacent to the appropriate member section, load and stress data or shall be in an alternate format if proposed by the Consultant and agreed upon by the DOTD in advance of execution of the analysis. All pages shall be numbered sequentially. The original of all calculations shall be submitted with the report.

Controlling inventory, operating, and Louisiana posted vehicle ratings shall be placed on the structure general notes sheet of the Final Plans.

-----

?. The submittal to the Project Manager of original unsigned reproducible drawings of the Final Plans for Advanced Check Print (ACP) review and special provisions for review.

?. The preparation of all special specifications required.

?. After ACP's have been reviewed and comments incorporated, Final Plans shall be submitted accompanied by a properly indexed, neatly arranged, bound copy of all design computations used in developing the pay quantities and the drainage design data for culverts and storm sewers. The submittal shall be accompanied by a written certification from the Consultant that a detailed check of such computations by qualified personnel has been made prior to submission.

?. The Title Sheet for Final Contract Plans shall be reproduced on high-quality, 4-mil, double-matte film using a plotting or reproduction process that fuses the graphics to ensure durability. All other Final Plan Sheets may be reproduced on high-quality 24 lb. Premium Bond paper for submittal to the DOTD. Repeated handling and friction due to

stacking of plans shall not smear, flake or rub off the graphics. Improper plotter settings and plotter wear may cause inconsistent durability of the drawings. The Consultant shall test samples of the submitted drawings for durability. Advance samples of matte films may be submitted with the ACPs; however, the Contract Plans shall be tested separately. Failures shall result in rejection of the submittal. Additions or changes shall be made with a permanent type of waterproof ink made for this purpose.

**Select one of the following two: English**

The outside measure of each plan sheet shall be 22 x 36 inches or 23 x 36 inches with margins measuring not more than 21 inches x 34 inches. Top, bottom, and right hand margins shall be at least ½ inch, and left-hand margin shall be at least 1 ½ inches.

**Metric**

The outside measure of each plan sheet shall be 560 mm x 915 mm with margins measuring not more than 530 mm x 800 mm. Top, bottom, and right hand margins shall be at least 15 mm, and left-hand margin shall be at least 75 mm.

-----

Lettering on plans shall be of adequate size to facilitate a 50% reduction of plans.

All plans submitted by the Consultant shall conform to the quality standards adopted by the DOTD and the DOTD's Project Manager may reject any plans not conforming to these standards.

?. Design for Final Plans shall be done in English units of measure.

**Part V: Operational Services**

**Operational Services-** shall consist of all services required to....

**Part VI: Inspection Services**

**Inspection Services-** shall consist of all services required to provide plans, specifications, special provisions, shop drawing review/approval, and construction related engineering services for a mechanical, electrical, and structural rehabilitation of \*\*\*. The scope of services is more specifically described as follows:

**Part VII: Construction Proposal**

**Construction Proposal** services shall consist of the following:

Pre-bid activities consist of packaging the PS&E documents with other required bidding documents, making plan and specification revisions, when appropriate and producing addenda to be distributed by the DOTD. Normally this operation is performed by the DOTD. The Consultant shall be responsible for many of these tasks for this Project.

The Consultant shall prepare the construction proposal documents in accordance with the DOTD's standard practices.

The Consultant shall deliver the bid documents, including the construction proposal, to the DOTD for their review and approval a minimum of eight (8) weeks prior to the scheduled letting. Following the DOTD’s approval, the Consultant shall deliver the final construction proposal in both electronic format and single sided hard copy a minimum of six (6) weeks prior to the scheduled letting. The final construction proposal shall be prepared in MS Word. The DOTD shall be responsible for reproducing plans and bid documents in sufficient number to accommodate bidders and copies for the DOTD and the Consultant.

The Consultant shall review the Final PS&E documents for completeness and proper coordination of plans, specification, construction items and quantities prior to delivery of these documents to the DOTD. Any corrections required shall be the responsibility of the Consultant.

The Consultant shall prepare a construction estimate using the DOTD’s standard bid items. A summary of the estimated quantities shall be furnished by the Consultant to the DOTD for entry into the DOTD’s BIDS system.

The Project Segment quantities shall be broken down according to construction phases and logical sequences of construction. Should the plans not contain enough information to determine the sequences; assumptions shall be made and documented.

The quantities shall be estimated for each phase of excavation, embankment, drainage structures, piling, concrete, base, and paving.

The duration of each of these activities shall be determined based on project specific production rates. These activities shall be linked in a Critical Path Method (CPM) schedule or other approved method to determine the contract time to be specified.

The DOTD shall be responsible for the letting and award of the Project.

Following the DOTD’s award of the construction contract, the Consultant shall prepare the construction contract documents in accordance with the DOTD’s standard practice. A draft shall be submitted for the DOTD’s review. Once the documents are approved by the DOTD, the Consultant shall submit them to the DOTD for execution and distribution.

**Part VIII: Phase II Environmental Site Assessment**

**Phase II Environmental Site Assessment** shall.....

**STAGE 5: CONSTRUCTION**

Use following for all Projects:

**Part I: Construction Support-** shall consist of all services required to review and address all Requests for Information (RFI’s) from the DOTD’s Construction Contractor that concern plan/specification clarity or plan/specification error. The Consultant shall be required to respond to all RFI’s within forty-eight (48) hours.

Cost recovery for all RFI's due to plan/specification clarity or plan/specification error shall be as noted in the Errors and Omissions clause as established in this Original Contract.

In order to provide efficient construction contract administration and minimize construction delay costs, the Consultant may be required to provide construction on-call support in order to complete the Project. The Consultant shall be available to assist the DOTD with information meetings with the Contractor with a twenty-four (24) hour notice. These meetings will be authorized by the DOTD. The Consultant shall be required to respond to and deliver requested minor design changes and plan/specification corrections within seven (7) calendar days. The DOTD has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. This item will be used only when directed and authorized by the DOTD's Project Manager. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing material or performing any work on the project.

**Use the following shop drawings for inspection contracts**

**Part II: Shop Drawings-** shall consist of all services required to review all shop drawings and equipment submittals for conformity with the construction contract document, and the distribution of approved submittals as per the project distribution list.

**OR-Use the following shop drawings for bridge projects only**

**Part II: Shop Drawings-** if required, the Consultant will be contracted to provide the structural shop drawing review during construction. Shop drawing review services may be performed under supplemental agreement or a separate contract.

**Use following for Shop Drawing Project:**

#### **SHOP DRAWING REVIEW:**

Review and approval of Contractor submittals, such as shop drawings, product data, and other data, as required by the DOTD's contract with the Contractor, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The Consultant's scope will be limited to a review of quantities, details, dimensions and weights or gauges. Services provided by the Consultant under this Agreement will 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. The Consultant's scope will not include a review of fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review and approval of these drawings and other required submittals will not relieve the Contractor of his responsibility under his contract. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor.

#### **ELECTRONIC DELIVERABLES**

The Consultant does hereby agree to produce electronic deliverables in conformance with "DOTD Software and Deliverable Standards for Electronic Plans" as outlined at

[http://www.dotd.louisiana.gov/highways/project\\_devel/design/electronic\\_standards\\_disclaimer.asp](http://www.dotd.louisiana.gov/highways/project_devel/design/electronic_standards_disclaimer.asp)

. The Consultant shall download and apply the latest CAD standards. The Consultant hereby agrees to install incremental updates to software and CAD standards as instructed by the Project Manager. Such updates shall not have a significant impact on the development time or delivery date for project plans, or require the Consultant to purchase additional software. Prior to proceeding with plan development, the Consultant shall contact the Project Manager for any special instructions regarding updates to standards or project-specific requirements, if this information has not already been provided.

In the event that any electronic standard conflicts with written documentation, including the DOTD plan-development manuals, the electronic standard typically governs. The Consultant is responsible for contacting the Project Manager should questions arise.

Plan deliveries shall be made on CD or DVD media and labeled with media-compatible indelible ink on separate lines as follows:

State Project Number  
 “Final Plans Submittal”, “60% ACP Submittal” (or other milestone)  
 “Electronic Deliverables”  
 Consultant Firm Name

The CD/DVD shall be delivered with a signed cover letter that includes, among the formalities, a deliverable “hash” code that is documented in a report generated by the ControlCAD Indexer Submittal tool. The hash code is used to verify that the CD is authentic. At any stage of the plan development process, the Project Manager may require plan delivery by other methods including, but not limited to, upload to the DOTD ProjectWise repository.

The prime Consultant selected for the project is responsible for ensuring that all his sub-consultants are prepared to produce electronic deliverables in conformance with the DOTD electronic standards for plans.

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

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program or adopt the DOTD's program in order to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. Consultant's must ensure quality and adhere to established design policies, procedures, standards and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Consultant. The Consultant's plans shall meet or exceed the DOTD's Construction Plans Quality Control / Quality Assurance Manual and EDSM No. I. 1.1.24 on Plan Quality. The Consultant shall transmit plans with a DOTD Quality Control/Quality Assurance Checklist, Documentation Manual for Project Delivery, and a certification that the plans meet the DOTD's quality standards.

Or use this one if this will not lead to a construction project

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

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program in order to provide a mechanism by which all contracted services can be subject to a systematic and consistent review. Consultants must ensure quality and adhere to established design policies, procedures, standards, and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Consultant.

### SERVICES TO BE PERFORMED BY THE DOTD

In addition to any services previously indicated to be performed by the DOTD, the following services and data shall also be provided, if available:

1. All traffic assignments required for determination of design of the Project.
2. Title abstracts; showing current property owners along the project.

**Optional: Use this paragraph only for Planning, Reports, Etc.**

- ?. As-Built Plans, design plans, shop drawings, structure maintenance record, etc., if available and if required, can be reviewed at the applicable DOTD's offices. Copies may be purchased at the normal DOTD's rates.

**Optional: Use this paragraph only for Preliminary/Final Plans**

- ?. Topographic survey for this Project as completed by the DOTD or others. Any additional topographic surveys as necessary to complete the plans shall be performed by the DOTD or the Consultant, at the option of the DOTD. If performed by the Consultant, such work shall be established by a fully executed Supplemental Agreement or by Extra Work Letter.

- ?. All subsurface soil investigations and laboratory analyses, including core drillings and borings with laboratory reports, as may be necessary for the design of the Project, in appropriate form for incorporation in the plans.

- ?. All information which the DOTD has in its files as to location of route, tentative locations of intersections and bridges, boring and test data if any, plans and studies within the area of the Project which may be useful to the Consultant in carrying out this work and assistance in securing similar data from others to the extent available.

**Optional: Use this paragraph if Topo conducted by Consultant**

- ?. Numbered field survey books as needed, as only field books furnished by the DOTD shall be acceptable for the recording of field data. These books shall be furnished at the request of the Consultant through the Project Manager.
- ?. Standard plan prints of bridges, culverts and incidental drainage structures prepared by the DOTD. It is the intent of this Contract that standard plans be used insofar as these plans are available in the design of all structures required for the Project. Under the stipulated Contract compensation, the Consultant shall prepare complete designs for structures required on the Project for which the DOTD's standard plans are not available.
- ?. Prepare construction proposals for the Project from the plans prepared by the Consultant and handle all bidding procedures applying thereto.

**ADDITIONAL SERVICES (IF REQUIRED)**

Include all services that may be performed at a later date per the advertisement.

**CONTRACT TIME AND NOTICE TO PROCEED**

The Consultant shall proceed with the services specified herein after the execution of this Contract and upon written Notice-to-Proceed (NTP) from the DOTD and shall be completed within \*\*\* calendar days, which includes review time. The delivery schedule for all project deliverables will be established by the Project Manager.

**GENERAL REQUIREMENTS**

It is the intent of this Contract that with the exception of the items specifically listed to be furnished by the DOTD, the Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required 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.

Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Project Manager 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. One (1) original and two (2) copies of this schedule shall be submitted.

**COMPENSATION**

Optional: If cost plus use following

Compensation to the Consultant for services rendered in connection with this Contract shall be made on the basis of actual cost plus a fixed fee with a maximum limitation for each Contract Stage/Part as follows:

<b>Services</b>	<b>Fixed Fee</b>	<b>Maximum Compensation Limit</b>
Preliminary *** Plans	\$ ***,***	\$ ***,***
Final ***Plans	\$ ***,***	\$ ***,***
Title Research Reports		\$ ***,***
Title Updates		\$ ***,***
Title Take-Offs		\$ ***

Optional: Use following sentence if Construction Support is a part of this contract:

Cost recovery for all RFI's due to plan/specification error shall be as noted in the Errors and Omissions clause.

Compensation for furnishing the Title Research Reports shall be based on a Unit Price of \$220.00 per required report. Compensation for furnishing Title Updates shall be based on a Unit



Price of \$90.00 per required update. Compensation for furnishing Title Take-Offs shall be based on a Unit Price of \$50.00 per required take-off.

In summary, the actual cost plus a **non negotiated or negotiated** fixed fee with a maximum limitation that shall be paid to the Consultant under the terms of this Contract are \$xxxxx and \$xxxxx, respectively. The compensation to be paid herein under each Stage and/or Part shall not be combined with other Stages and/or Parts and shall remain separate and apart. The Consultant shall not charge time on one Stage and/or Part while performing work on another Stage and/or Part.

The maximum amount(s) payable may be revised in the event of changes in the scope, complexity or character of work and in the event of such change(s), the fixed fee may be modified.

**Use following if lump sum**

Compensation to the Consultant for services rendered in connection with this Contract shall be made on the basis of a negotiated (or a non-negotiated) lump sum compensation of \$\*\*\*,\*\*\*. The compensation for each Contract Stage/Part is subdivided as follows:

<b>Services</b>	<b>Compensation</b>
Stage **, Part **	\$ **,***
Stage **, Part **	\$ **,***
Stage **, Part **	\$ **,***

**Optional: Use following sentence if needed for Construction Support:**

**Cost recovery for all RFI's due to plan/specification error shall be as noted in the Errors and Omissions clause.**

Compensation for furnishing the Title Research Reports shall be based on a Unit Price of \$220.00 per required report. Compensation for furnishing Title Updates shall be based on a Unit Price of \$90.00 per required update. Compensation for furnishing Title Take-Offs shall be based on a Unit Price of \$50.00 per required take-off.

**If Billable rates use following:**

Compensation to the Consultant for the services rendered shall be based on **\*\*\*negotiated or non-negotiated\*\*\*** work hours using established billable rates for the actual work performed and the direct expenses incurred by the Consultant with a maximum limitation of \$xxxx

Billable rates may be re-negotiated yearly, if necessary. However, any adjustment to the Consultant's billable rates shall not be cause for an increase in the maximum compensation limitation imposed herein.

**PAYMENT FOR COST PLUS**

**Optional: Use this paragraph for Variable Rate:**

Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant, shall be made monthly based on a standard certified correct and itemized invoice subdivided for each Stage, detailing the names of the employees, the time worked, their classification and rates of pay, and the latest approved DOTD audited overhead rate. The contract overhead rates shall be adjusted during the course of this Contract, as necessary, to reflect the Consultant's and/or sub-consultant's latest approved rates. The invoiced overhead rate shall not exceed the latest approved DOTD audited overhead rate. The overhead rate shall be developed from audits conducted and/or performed under generally accepted audit standards using the cost principals and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations System (FARS), as modified by the DOTD's audit guidelines regarding reasonable Consultant compensation and state travel regulations in effect on the date of the annual audit, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD's Audit Director. **{Optional: Following sentences to be added when the Consultant designated personnel for "Cost Plus" contracts: All documented designated personnel for various classifications shall be subject to a Post Audit at the end of the Contract. Failure to comply with the designated personnel requirements shall result in the DOTD using the Consultant's average audited salary classification rate.}** Final payment for these costs shall be adjusted after project completion to reflect the actual rates experienced by the Consultant during the course of this Contract as determined by the DOTD's Audit Section following the post audit of this Contract. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS).

The invoice shall be directly related to the Monthly Progress Schedule. The 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.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific Contract; provided such charges are substantiated by documentation subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead costs.

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

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Project Manager.

Upon receipt of each invoice, the 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, the DOTD shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

For “Negotiated (or Non-Negotiated) Lump Sum Compensation” type Contracts, use the following ‘Payment’ section.

#### **PAYMENT FOR LUMP SUM**

Payments (on undisputed amounts) to the Consultant for services rendered by the 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, and c) be of a form and with a division of items as approved by the DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission less five percent for retainage, shall be submitted directly to the Project Manager. The retainage shall be released following completion of the work for each Stage, or upon authorization by the DOTD’s Consultant Contract Services Administrator. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice.

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Project Manager.

Upon receipt of each invoice, the 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, the DOTD shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

#### **PAYMENT FOR TITLE RESEARCH REPORTS, TITLE UPDATES, AND TITLE TAKE-OFFS**

Payments (on undisputed amounts) to the Consultant for Title Research Reports, Title Updates and Title Take-Offs rendered by the Consultant and/or sub-consultant, shall be made monthly based on a standard certified correct and itemized invoice showing line item costs incurred. However, in no event shall such an adjustment allow the contract cost for this unit of work to exceed the maximum limitation imposed thereon.

The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS).

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. Upon submittal of the invoice for Title Research Reports, a list of ownership names must be included.

Upon receipt of each invoice, the 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, the DOTD shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

Payment for Title Research Reports, Title Updates or Title Take-Offs shall be based on the actual number of Reports, Updates, or Take-Offs processed.

#### **PAYMENT (Use for Billable Rates)**

Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant shall be made monthly based on a standard certified correct and itemized invoice showing the line item costs incurred. Any labor charges for other approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification.

Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after Project completion, or at the request of the Project Manager, to reflect the actual work performed and the direct expenses incurred by the Consultant during the course of this Contract, and as determined by the DOTD's Audit Section following the post audit of this Contract. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations System (FARS), as modified by the DOTD's audit guidelines regarding reasonable Consultant compensation and state travel regulations in effect on the date of the audit, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD's Audit Director.

The invoice shall be directly related to the monthly progress schedule, if applicable. The 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.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific Contract; provided such charges are substantiated by documentation subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead costs.

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

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Project Manager.

Upon receipt of each invoice, the 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, the DOTD shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

### **CONTRACT CHANGES**

Minor revisions in the described work shall be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If the DOTD requires more substantial revisions or additional work which the Consultant believes warrants additional compensation, the Consultant shall notify the DOTD in writing within thirty (30) days of being instructed to perform such work.

If the DOTD agrees that the required work is necessary and warrants additional compensation, the Contract shall be changed by a **Supplemental Agreement** or by an **Extra Work Letter**. The Consultant shall not commence any additional work until written authority to proceed has been given by the DOTD. An Extra Work Letter shall be utilized 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 the DOTD agrees that the required work is necessary and warrants additional compensation, a Supplemental Agreement shall be utilized.

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

### **OWNERSHIP OF DOCUMENTS**

All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become and be the property of the DOTD. The DOTD shall not be restricted in any way whatsoever in its use of such material, except as specifically provided in Louisiana R. S. 38:2317.

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

### **DELAYS AND EXTENSIONS**

Upon written request to the DOTD, the Consultant shall be given an extension of time for delays occasioned by events or circumstances beyond the Consultant's control, delays caused by tardy approvals of work in progress by various official agencies involved in the project, or delays caused by any acts or omissions by the 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 and/or caused by any acts or omissions by the DOTD or its agents equals or exceeds twelve (12) months. If, in the opinion of the DOTD Chief Engineer, circumstances indicate a need for additional compensation, the compensation stipulated herein for work accomplished, for the delayed individual Part/Phase, shall be addressed by Supplemental Agreement. If the Consultant believes Contract delays warrant adjustment in contract compensation, then the Consultant shall notify the DOTD in writing of its request within thirty (30) 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's Chief Engineer, circumstances do not indicate a need for additional compensation, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

### PROSECUTION OF WORK

GENERAL - The Consultant shall provide sufficient resources to insure 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, the 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 the 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 Stages and Parts of a Contract, subject to any overlaps of concurrent activities. For the purposes of evaluating work progress, the elapsed time for any Stage or Part begins in accordance with the original project schedule, even though work on a Stage or Part may not commence on schedule. Should any Stage or Part of the work fail to commence in accordance with the original schedule because of delinquencies in a previous Stage or Part, the elapsed time in the above ratio shall be measured from the time the Stage would have begun had the previous Stage or Part been completed on schedule. Should any delays in progress be necessitated by circumstances outside of the Consultant's control, it shall be the responsibility of the Consultant to request an appropriate adjustment in contract time.

DISQUALIFICATION - If the ratio of percentage of work completed to percentage of time elapsed falls below 0.75, the Consultant shall be notified in writing that he is in a state of Disqualification. During the period of disqualification, the Consultant shall not be considered for Contracts, nor shall he be considered or approved as a sub-consultant on Contracts. The 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 the completed work on the Contract is not delinquent by more than the foregoing percentage or until all work on the Contract has been satisfactorily completed. **Should the Contract be terminated as a consequence of the failure of the Consultant to comply with the terms, progress or quality**

**of work in a satisfactory manner, the Consultant shall be disqualified for a period of one year therefrom, unless debarment procedures are instituted.**

APPEAL OF DISQUALIFICATION – The disqualified Consultant may submit a written appeal to the DOTD Chief Engineer for review by the Disqualification Review Board (DRB). The DRB will be composed of the DOTD Chief Engineer or his designee, Consultant 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 will be scheduled within ten (10) days, excluding weekends and holidays, after receipt of the appeal. After all the information has been considered, the Chief Engineer will notify the Consultant of the decision of the DRB in writing within ten (10) days, excluding weekends and holidays. The decision of the DRB will not operate as a waiver by the DOTD of any rights under this Contract or for any damages, including, but not limited to, untimely completion.

### **PROGRESS INSPECTIONS**

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

### **TERMINATION OR SUSPENSION**

This Contract shall become effective from the date of execution (the date all parties have signed), and shall be binding upon the parties until all work is completed by the Consultant in accordance with the terms of this Contract and accepted by the DOTD, and all payments and conditions have been met. Further, this Contract shall remain in effect until the DOTD has issued final acceptance of the services provided for herein. 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 the DOTD as a consequence of the failure of the Consultant to comply with the terms, progress or quality of work in a satisfactory manner; proper allowance being made for circumstances beyond the control of the Consultant.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this Contract.
4. By the DOTD due to the departure for whatever reason of any principal member or members of the Consultant's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By the DOTD giving 30 calendar days notice to the Consultant in writing and paying compensation due for completed work.

Upon termination of this Contract, the Consultant shall deliver to the DOTD all plans and records of the work compiled to the date of termination. The 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, the DOTD wishes to suspend this Contract, it may do so by giving the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, at expiration of the thirty (30) days from the date of the notice of intent to suspend, stop all work on the Project. Work shall resume no later than thirty (30) days after the DOTD provides the Consultant with a written notice of intent to resume work.

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

### **CLAIMS AND DISPUTES**

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

When the Consultant has timely filed notice pursuant to the provisions of the Contract Changes and/or Delays and Extensions sections of this contract, the Consultant shall submit the entire claim and supporting documentation to the DOTD's Consultant Contract Services Administrator within thirty (30) days of the notice. The Consultant Contract Services Administrator shall submit the claim to the DOTD's Consultant Contracts Claims Committee (hereinafter, "the Committee") for review.

The Consultant shall be notified in writing of the Committee's recommendation, and, if accepted by the Consultant and approved by the Chief Engineer and FHWA, if applicable, the parties hereto shall execute a Supplemental Agreement based upon said recommendation. If the Committee's recommendation is not accepted by the Consultant, the Consultant may file a written appeal to the Chief Engineer. The decision of the Chief Engineer shall be final, and the Consultant shall be notified in writing of the Chief Engineer's decision, which is final and unappealable.

### **INSURANCE REQUIREMENTS**

During the term of this Agreement, the Consultant shall carry professional liability insurance in the amount of \$1,000,000. This insurance shall be written on a "claims-made" basis. The Consultant shall provide or cause to be provided a Certificate of Insurance to the DOTD showing evidence of such professional liability insurance.

### **INDEMNITY**

The Consultant agrees to indemnify and save harmless the DOTD 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 negligent act or omission by the Consultant, its agents,



servants, or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

If "DESIGN" Contract use the following:

**ERRORS AND OMISSIONS**

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of the Consultant under Contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of the DOTD. The 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 the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Consultant. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction and payments withheld until delivery of an acceptable product. The Consultant shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD in its designs, plans, drawings, specifications or other services. If the project schedule requires that the DOTD's staff make corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for costs incurred by the DOTD to make the corrections. The costs to be recovered shall include, but not be limited to, the costs associated with moving the letting date, issuing addenda to the plans/proposal, payroll costs for making corrections plus applicable overhead costs not to exceed the allowable overhead for the Consultant's firm, costs to correct design errors during the construction and the processing of any necessary Change Orders.

OR

If "NON-DESIGN" Contract use the following:

**ERRORS AND OMISSIONS**

It is understood that all work required of the Consultant under Contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of the DOTD. The 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 the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all services performed under the Contract. If errors or substandard is revealed during normal work reviews, the work should be returned for correction and until delivery of an acceptable product. The Consultant shall, without additional, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD. If the project schedule requires that the DOTD's staff make corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for costs incurred by the DOTD to make the corrections. The costs to be recovered shall include, but not be limited to, the costs associated with moving the letting date, issuing addenda to the plans/proposal, payroll costs for making corrections plus applicable

- Deleted: work
- Deleted: payments withheld
- Deleted: compensation

overhead costs not to exceed the allowable overhead for the Consultant’s firm, costs to correct errors during the construction and the processing of any necessary Change Orders.

**CLAIM FOR LIENS**

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

**COMPLIANCE WITH LAWS**

The 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.

**Optional if a TIMED Project**

This Project is a Transportation Infrastructure Model for Economic Development (“TIMED”) project and according to LRS 47:820.3, one hundred percent (100%) of the work for this Project must be performed in the State of Louisiana, and at least eighty percent (80%) of the Consultant’s workforce, insofar as it involves work on this Contract, must be made up of Louisiana residents. For purposes of this Contract, a “Louisiana Resident” shall mean a person who has resided in the State of Louisiana for a minimum of one hundred eighty (180) consecutive days at the time of initial employment, as evidenced by either a valid Louisiana Motor Vehicle Operator’s license or by a bill for utility services.

**COMPLIANCE WITH CIVIL RIGHTS ACT**

The Consultant agrees to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; ~~the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.~~

Deleted: t

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

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

**COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any

other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the 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 such fee, commission, percentage, brokerage fee, gift or contingent fee.

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 (LSA-R.S. 42:1101, et seq.).

### **CODE OF GOVERNMENTAL ETHICS**

The consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the consultant in the performance of services called for in this contract. The 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.

**Optional: Include this section only if Federal Project**

### **DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

It is the policy of the Federal Highway Administration that disadvantaged business enterprises, or DBE, as defined in 49 CFR 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds; consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

The Consultant agrees to ensure that DBE, as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of this Contract and any subcontracts that may be let. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE have the maximum opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

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

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

### **SUBLETTING, ASSIGNMENT, OR TRANSFER**

**If Federal Project, use this thru 5.**

This Contract, or any portion thereof, shall not be transferred, assigned, or sublet without the prior written consent of the DOTD. In the event the Consultant does elect to sublet any of the services required under this Contract, it must take affirmative steps to utilize Disadvantaged

Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified DBE on solicitation lists.
2. Assuring that DBE are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
4. Where the requirement permits, establishing delivery schedules which shall encourage participation by DBE.
5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce, and the Community Services Administration as required.

**If Non Federal Project, use this sentence.**

This Contract, or any portion thereof, shall not be transferred, assigned, or sublet without the prior written consent of the DOTD.

Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

### **COST RECORDS**

The Consultant and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be in accordance with 48 CFR 31 of the (FARS), as modified by the DOTD's audit guidelines, and which are incorporated herein by reference as if copied in extenso. The FARS 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 the DOTD or the Consultant is released in writing by the DOTD's Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by the DOTD and/or Legislative Auditor and the FHWA or General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Contract.

### **ENDORSEMENT OF PLANS**

The Consultant shall endorse all plans prepared by it in the manner required by the DOTD.

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

### **TAX RESPONSIBILITY**

The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Contract shall be Consultant's obligation.

### **JOINT EFFORT**

This Contract shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Contract.

**SEVERABILITY**

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 it 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 Identification Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

\_\_\_\_\_  
Witness for Second Party

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness for Second Party

RECOMMENDED FOR  
APPROVAL BY: \_\_\_\_\_  
Division Head

FHWA Authorization Date: **Enter date and underline**  
FHWA Approval Date: **Enter date and underline**