

ARTICLE	NAME	DESCRIPTION	POTENTIAL ISSUES
I.	Project Description	<ul style="list-style-type: none"> Describes the type of improvement/project, location, type and description of work Project number assigned All costs associated with the project shall be identified with the assigned project number 	<ul style="list-style-type: none"> Scope Changes – MUST be approved by DOTD and are strongly discouraged after original agreement has been signed! Project limit (begin/end location) changes during plan development may require a new environmental clearance (Stage 1)
II.	Funding	<ul style="list-style-type: none"> Describes responsibility and funding arrangements and funding limits. It defines who is responsible and who will pay for which phase and the % required to match the Federal Funds: Depending on the program, Federal funds can pay for conceptual plans, environmental decision, pre-construction engineering, construction, and/or construction inspection and administration (CE&I) cost Charges incurred by entity to DOTD to manage construction contracts are described 	<ul style="list-style-type: none"> Identifies Reimbursable Phases – Only phases listed on table as participative will be reimbursed (Review carefully) If DOTD is responsible for a phase that uses LPA matching funds, the LPA is require to send the funds to DOTD prior to the phase beginning Expenditures prior to Entity-State Agreement execution and NTP are not eligible for reimbursement Reimbursement or disbursement process requirements described Project work outside of scope not eligible for Federal Funds but can be paid by entity, but DOTD must be notified Lack of Documentation supporting expenditures could jeopardize reimbursement. (Proper documentation required for payment i.e. copy of cancelled check) Timely process and submittal of proof of payment (60 days) required for construction, submittal with the following invoice required for engineering All billing must be submitted within 90 days of the completion of the period of performance to receive reimbursement In MPO areas project and amount allocated must be shown in TIP
III.	Project Responsible Charge	<ul style="list-style-type: none"> Defines duties of the full time entity employee in “responsible charge” of the project for both Entity held contracts and DOTD held contracts DOTD serves as Responsible Charge on State Routes 	<ul style="list-style-type: none"> Responsible Charge leaves or is reassigned and the LPA does not complete and return Responsible Charge form to DOTD initially or when changes occur Responsible Charge is responsible to coordinate with MPO Entity needs to know the status of project and where money is being spent An LPA Responsible Charge is required even when consultants are providing design and/or construction engineering services
IV.	Period of Performance	<ul style="list-style-type: none"> 2 CFR 200.309 imposes a period when project costs can be incurred (a project start and end date) for each phase authorized for Federal funds Any additional costs incurred after the end date are not eligible for reimbursement 	<ul style="list-style-type: none"> The DOTD Project Manager will notify local entity in writing of beginning and end dates of the project phase
V.	Consultant Selection	<ul style="list-style-type: none"> Describes the options for consultant selection <ul style="list-style-type: none"> Federal Funds used – Must be an approved selection process facilitated by DOTD where the Entity enters into contract with consultant selected by DOTD 100% LPA Funded – LPA selects design consultant Cannot be on DOTD’s disqualification list, been debarred or not attended appropriate LPA modules Must follow DOTD and FHWA requirements 	<ul style="list-style-type: none"> Delays in executing contracts lengthen project
VI.	Environmental Process	<ul style="list-style-type: none"> The National Environmental Protection Act (NEPA) requirements apply to all projects and must be processed & documented 	<ul style="list-style-type: none"> Projects cannot proceed to construction without environmental clearance Some types of projects cannot proceed to engineering without environmental clearance
VII.	Pre-Construction Engineering	<ul style="list-style-type: none"> All pre-construction engineering design services necessary for the preparation of complete plans, specifications and estimates for the proposed improvements MUST be developed per DOTD and Federal requirements 	<ul style="list-style-type: none"> Consultant selection for design follows consultant selection article Contract costs attributable to errors or omissions are responsibility of LPA Delays from right-of-way acquisition may occur Not meeting project schedule (Required design submittals at stages) result in letting delays Not following DOTD Design Guidelines result in rejection of plans and require revisions Design documents incomplete for DOTD Design Guidelines will be rejected Utility relocation not coordinated Work started prior to written Notice to Proceed (NTP) by DOTD is not eligible for reimbursement

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VIII.	Right-of-Way Acquisition and Relocation	<ul style="list-style-type: none"> The Entity shall acquire all real property and property rights required for the project in accordance with all applicable State and Federal laws and regulations. This applies even if the project has not begun the state/federal process <p>NOTE: The Federal Relocation Assistance and Real Property Acquisition Policies (The Uniform Act) has different requirements than state law. The Entity must contact the LADOTD Real Estate Section FIRST to make sure they know the federal requirements!</p> <ul style="list-style-type: none"> Design surveys, R/W surveys and R/W maps are prepared according to “Location and Survey Manual” 	<ul style="list-style-type: none"> Acquisition not in accordance with the Federal Uniform Act jeopardizes funding for entire project not just R/W purchase Donations must follow Federal Uniform Act Appraisals required for all R/W transactions Acquiring R/W prior to NEPA clearance violates federal guidelines Insufficient R/W delays project and increases costs Letting Date can be delayed by incomplete R/W process Work started prior to the written Notice To Proceed from DOTD is not reimbursable and could jeopardize reimbursement of the phase.
IX.	Transfer and Acceptance of Right-of-Way	<ul style="list-style-type: none"> DOTD may acquire right-of-way for a project that will not remain in the State Highway System upon completion and acceptance of project – State/local intersection The transfer of full ownership from DOTD to the Entity happens after construction is complete 	<ul style="list-style-type: none"> Once transferred to the entity, the entity will be responsible for maintenance and liability of right-of-way
X.	Permits	<ul style="list-style-type: none"> This section states who is responsible for obtaining the required permits 	<ul style="list-style-type: none"> Entity should investigate potential permits required as part of application or feasibility process. Examples include environmental, historical, wetlands/levee/COT, railroad
XI.	Utility Relocation/ Railroad Coordination	<ul style="list-style-type: none"> The Entity must work with utility companies and railroads to acquire the proper agreements and ensure that utility relocation is done in accordance with state and federal requirements on all local routes 	<ul style="list-style-type: none"> Delayed Letting Date if utility agreements are not obtained Delay Claims During Construction may result if the utilities are not relocated timely Betterments: any improvement above the in-kind replacement cost is not reimbursable A utility replacement/upgrade must be necessary to construct the project - not used as an opportunity to replace/ upgrade a utility
XII.	Bids/ Construction	<ul style="list-style-type: none"> DOTD uses the final plans, specifications, and estimate to advertise and receive bids for the work in accordance with DOTD’s normal procedures DOTD reviews bids and solicits concurrence from the LPA for award <ul style="list-style-type: none"> LPA is responsible for costs above Agreement amounts DOTD prepares contract <ul style="list-style-type: none"> Contract is executed by LPA and the lowest bidder, per State and Federal requirements 	<ul style="list-style-type: none"> Missed Letting dates due to incomplete bid packages Bid Overrun – Additional Federal Funds may not be eligible or available Contract execution — delay by entity delays start date Contract recordation in courthouse required of Entity Notice To Proceed issued to Contractor by Entity after authorization by DOTD Not planning for construction oversight (LPA must plan and oversee Construction Engineering & Inspection)
XIII.	Construction Engineering and Inspection	<ul style="list-style-type: none"> Construction engineering and inspection is provided by the contract holder For LPA held contracts <ul style="list-style-type: none"> The LPA or its consultant will provide construction administration and inspection during the project construction per state and federal regulations DOTD will provide a District Project Coordinator 	<ul style="list-style-type: none"> Procedures must be in accordance with the Construction Contract Administration Manual Inspector certification—must be same as required for DOTD projects Project documentation—SiteManager Sampling & Testing Shop Drawings for structures—performed by design engineer Changes Orders must have proper justification Final records must be submitted to DOTD Responsible Charge Discrepancies/Remedial Action – Work not performed in accordance with plans and specifications
XIV.	Subcontracting	<ul style="list-style-type: none"> Entity must have prior written consent to subcontract If the project has Disadvantage Business Enterprise (DBE) goals additional documentation is required 	<ul style="list-style-type: none"> Have to have approval before beginning work If the project has Disadvantage Business Enterprise (DBE) goals, additional forms/information must be kept

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XV.	DBE Requirements	<ul style="list-style-type: none"> Policy of USDOT that small business firms owned and controlled by socially & economically disadvantaged persons or small race neutral business firms SHALL have an equal opportunity to participate in the performance of federally financed contracts or subcontracts. 	<ul style="list-style-type: none"> Know if the project has a DBE goal (% of work to be by a DBE subcontractor) Contract reporting requirements (additional forms/documentation required) Report a DBE subcontractor ,even if project does not have a DBE goal Training offered by DOTD Compliance Programs Section Monitoring performed by DOTD Compliance Programs Section
XVI.	Direct and Indirect Costs	<ul style="list-style-type: none"> DOTD administration costs of most projects will be charged to the project *****NEW***** Federal Super Circular – 2CFR 200 – Will allow LPAs to charge indirect cost rate 	<ul style="list-style-type: none"> LPA must have a financial tracking systems that can track direct costs incurred on the project to receive indirect costs
XVII.	Cost Records	<ul style="list-style-type: none"> The Entity and all others employed by it in connection with this Project are required to: <ul style="list-style-type: none"> Maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to their participation in phases/ stages of Project for 5-years 	<ul style="list-style-type: none"> Insufficient/incomplete records could jeopardize funding Incorrect entries in Site Manager (construction only) by Project Engineer Incorrect DBE documentation Retention of supporting documentation
XVIII.	Cancellation	<ul style="list-style-type: none"> Describes the conditions under which this Agreement may be terminated <ul style="list-style-type: none"> By mutual agreement or by one party or the other Withdrawal or reduction of State/Federal funding Time periods exceeded 	<ul style="list-style-type: none"> Money received must be returned to DOTD if the agreement is cancelled
XIX.	Compliance with Civil Rights	<ul style="list-style-type: none"> Describes how the Entity agrees to abide by the requirements of the following, as applicable: <ul style="list-style-type: none"> Titles VI and VII of the Civil Rights Act of 1964 Others listed in Agreement Outline 	<ul style="list-style-type: none"> Discrimination committed or failure to comply with obligations can cause the Agreement to be terminated
XX.	Indemnification	<ul style="list-style-type: none"> The Entity shall indemnify, save harmless and defend DOTD against claims, losses, liabilities, demands, suits, causes of action, damages and judgments for: <ul style="list-style-type: none"> Any act or omission of the Entity or it’s representatives Sidewalks, landscaping, shared use paths, lighting on State routes 	
XXI.	Final Inspection and Maintenance	<ul style="list-style-type: none"> The Entity adopts a resolution granting a Final Acceptance to the contractor upon completion and Final Acceptance of the project Final acceptance is recorded with the Clerk of Court in the appropriate Parish with proof of recordation to sent to DOTD The Entity shall assume the maintenance of the improvement at its expense and in a satisfactory manner 	<ul style="list-style-type: none"> Maintenance of project Right-of-Way is required Closeout Procedures must be followed
XXII.	House Bill 1 Compliance	<ul style="list-style-type: none"> By request of the Legislative Auditor If your project has been included in House Bill 1 (given additional funding by State of LA) – then additional documentation will be required 	