

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

**CONTRACT NO. 44000XXXXX
IDIQ CONTRACT FOR XXX
STATEWIDE**

THIS CONTRACT (hereinafter “Contract”) is made and entered into this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development (hereinafter referred to as “DOTD”), and **Consultant’s Name**, City, Louisiana (hereinafter referred to as “Consultant”).

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

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

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

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

Contract No. 44000XXXXX has been assigned to this contract to identify costs. All invoices, progress reports, correspondence, etc., required in connection with this contract shall be identified with the DOTD project title, contract number, Task Order (TO), and associated purchase order numbers.

**ARTICLE III
SCOPE OF SERVICES (August 2024)**

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

Consultant shall be required to execute a TO which shall specify the scope of services and compensation for each task detailed therein. Consultant shall submit any deliverable(s) required under a TO by the due date established for such deliverable(s) by the Project Manager (PM) in the Notice to Proceed (NTP) for that TO, as those due dates may be modified by the PM through any subsequently approved project schedule(s). The due date(s) for all deliverables shall be no later than the termination date of this contract. Deliverables shall be in such format as required in each executed TO. Each executed TO shall become a part of this contract.

Consultant shall perform the work in accordance with the terms of this contract under the direct supervision of a PM who shall be identified when a NTP is issued for the work. The work performed by Consultant under this contract shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area, and no provision of this contract or any document incorporated or referenced herein shall be interpreted to impose professional liability upon Consultant when Consultant's services are provided in accordance with this standard of care.

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

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

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

This contract shall take effect on the date first written above. This contract, and any TO issued thereunder, shall remain in effect for a period of **five (5) years** from the effective date of this contract. The services to be performed for each TO will be determined prior to the execution of the TO. Consultant will proceed with the services required in each TO upon issuance of an NTP from DOTD. Consultant shall submit any deliverable(s) required under a TO by the due date established for such deliverable(s) by the PM in the NTP for that TO, as those due dates may be modified by the PM through any subsequently approved project schedule(s). The due date(s) for all deliverables shall be no later than the termination date of this contract, and any TO issued pursuant to this contract shall terminate on the termination date of this contract.

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

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

**ARTICLE VII
COMPENSATION (September 2024)**

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

Compensation to Consultant for services rendered in connection with each TO may, in DOTD's sole discretion, be made on the basis of a lump sum, cost-plus fixed fee, cost per unit of work, or specific rates of compensation and shall be subject to the maximum limitation stated in the TO.

If specific rates of compensation are established for this contract, the consultant may request an update to the specific rates of compensation no more frequently than every twenty-four (24) months after establishment of the specific rates of compensation; however, any revision to the specific rates of compensation shall not be cause for an increase in the maximum compensation limitation imposed on the contract or any task order previously issued herein.

**ARTICLE VIII
DIRECT EXPENSES (October 2022)**

If it is provided in a TO that direct expenses are to be reimbursed, direct expense items must not be included in the calculation of the firm's indirect cost rate, must be used exclusively for the TO, and must be fully consumed during the life of the TO. The acquisition or rental of standard equipment or resources to be used in the provision of services rendered for a TO will not be considered for reimbursement as direct expenses (e.g., vehicles for construction engineering and inspection (CE&I) inspectors). Requests for reimbursement of direct expenses must be accompanied with adequate supporting documentation. Failure to provide adequate supporting documentation may, in DOTD's sole discretion, result in a determination that such expenses are not eligible for reimbursement.

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

All travel related expenses will be compensated under direct expenses, and will be in accordance with the most current Louisiana Office of State Travel regulations as promulgated in the Louisiana Administrative Code under the caption "PPM No. 49", with the exception that compensation for vehicle usage will be based on actual miles traveled directly and exclusively related to project needs.

All direct expenses must comply with the requirements of 48 CFR 31.

**ARTICLE IX
PAYMENT BASED ON LUMP SUM (August 2024)**

When a TO specifies that payment will be made on a lump sum basis, payments of undisputed amounts for services rendered by Consultant and/or sub-consultant shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress

Contract No. 44000XXXXX

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

The invoice shall reflect the amount and value of work accomplished to the date of such submission. The invoice shall also show the total of previous payments made pursuant to this contract and the amount due and payable as of the date of the current invoice.

The Consultant must sign, date, and certify the invoice for correctness. Invoices shall be submitted monthly directly to the PM and shall be on the DOTD standard invoice form.

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

All costs must comply with the requirements of 48 CFR 31.

**ARTICLE X
PAYMENT BASED ON COST PLUS FIXED FEE (August 2024)**

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

Invoices for work performed shall be submitted monthly and be directly related to the monthly progress schedule. DOTD shall not approve any invoice in which the proportional amount of the total contract compensation for any individual stage exceeds the percentage of project completion for that stage by more than five percent. Invoices reflecting any charges for labor must be accompanied by timesheets showing hours worked on each date referenced in the invoice and including a detailed description of tasks performed during those work hours.

Contract No. 44000XXXXX

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

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

The Consultant must sign, date, and certify the invoice for correctness. Invoices shall be submitted monthly directly to the PM and shall be on the DOTD standard invoice form.

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

All costs must comply with the requirements of 48 CFR 31.

**ARTICLE XI
PAYMENT BASED ON COST PER UNIT OF WORK (August 2024)**

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

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

The Consultant must sign, date, and certify the invoice for correctness. Invoices shall be submitted monthly directly to the PM and shall be on the DOTD standard invoice form.

Upon receipt of each invoice, DOTD shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily

Contract No. 44000XXXXX

performed, DOTD shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 CFR 31.

Payment for unit costs shall be based on the actual number of units delivered pursuant to this contract. Line item unit costs will be as set forth in each TO.

**ARTICLE XII
PAYMENT BASED ON SPECIFIC RATES OF COMPENSATION (August 2024)**

When a TO specifies that payment will be made on the basis of specific rates of compensation, payments for services rendered by Consultant and/or sub-consultant, shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice subdivided for each task, as applicable. Each invoice that includes labor charges shall detail the names of the employees, the time worked, their classification, and applicable rates billed for the work that gave rise to the invoice. These shall be reimbursed at the approved specific rate of compensation for that classification, which will be provided to Consultant through issuance of a Rate Letter by DOTD Consultant Contracts Services.

Optional: Following sentences to be added when the consultant designated personnel for “Specific Rates” contracts: All documented designated personnel for various classifications shall be paid at the rates set forth below:

[insert designated personnel names and rates].

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

The invoice shall be submitted monthly and be directly related to the monthly progress schedule, which shall: a) show in detail the status of the work, b) be subdivided into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by DOTD. DOTD shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent. Invoices reflecting any charges for labor must be accompanied by timesheets showing hours worked on each date referenced in the invoice.

Payments shall also be made monthly for direct expenses chargeable and identifiable to a specific TO, provided such charges are substantiated by documentation that is subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate supporting documentation has not been maintained. If any invoiced amounts are disallowed after payment as a result of a subsequent audit, DOTD will invoice Consultant for the amount of any overpayments and Consultant shall be required to repay such amount within sixty (60) calendar days of receipt of DOTD’s invoice. If Consultant fails to make payment within sixty (60) calendar days, Consultant will be subject to disqualification as provided in the “Disqualification” article of this contract. It

Contract No. 44000XXXXX

is understood that the firm's books must segregate these items separately from the firm's general indirect costs/cost rate.

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

The Consultant must sign, date, and certify the invoice for correctness. Invoices shall be submitted monthly directly to the PM and shall be on the DOTD standard invoice form.

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

All costs must comply with the requirements of 48 CFR 31.

**ARTICLE XIII
RETAINAGE (March 2018)**

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

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

**ARTICLE XIV
AUDIT (June 2019)**

Annually, Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited indirect cost rate(s) for itself and any sub-consultants. The indirect cost rate(s) provided to DOTD may consist of a single company-wide indirect cost rate or, at the consultant's or sub-consultant's option, may also include separate home and field indirect cost rates. These audited indirect cost rate(s) shall be developed in accordance with generally accepted accounting principles, using the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the selected consultant will allow the DOTD Audit Section to perform an indirect cost audit of its books, at DOTD's sole discretion, and shall require the same of any sub-consultants. The performance or non-performance of such an audit by the DOTD Audit Section shall not relieve Consultant of its responsibilities under this paragraph. For the purpose of calculating DOTD contract compensation, the consultant/sub-consultant may elect to use its company-wide indirect cost rate or, if available, its separate home and/or field indirect cost rates, as applicable, provided that such election shall apply consistently across all affected contracts.

Contract No. 44000XXXXX

If this contract provides for separate reimbursement of indirect cost expenses, prior to the commencement of work, DOTD will submit to Consultant a form, substantially in the form of Attachment C to this contract, stating the average of up to the most recent three (3) years within the last five years of the applicable audited indirect cost rate(s) for Consultant and any sub-consultants to be used for this contract. The applicable indirect cost rate(s) will be the DOTD-approved audited indirect cost rate(s) for that consultant/sub-consultant until an updated form is transmitted to Consultant by DOTD. Upon receipt of the required form(s) by Consultant, Consultant shall sign the form(s) for itself and its sub-consultants to signify acknowledgment of receipt and return the signed form(s) to DOTD. If Consultant requests and is approved to add a sub-consultant after commencement of work, such a form must be prepared, submitted, received, and returned before that sub-consultant commences work on this contract.

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

In the event that a consultant/sub-consultant has audited indirect cost rate(s) for previous fiscal years on file with DOTD and has recently submitted indirect cost rate(s) to DOTD for subsequent fiscal years that have not been approved by the DOTD Audit Section, prior to execution of this contract or any supplement hereto, Consultant may request the use of provisional indirect cost rate(s) for that consultant/sub-consultant in preparing this contract or any supplement hereto. The provisional rate(s) will be based on the lesser of the statewide average audited indirect cost rate, any company-wide audited indirect cost rate specific to that consultant/sub-consultant that has been approved by DOTD, or any rate(s) offered to be used by Consultant. These provisional rate(s) will be used for that consultant/sub-consultant until such time as approval is received from the DOTD Audit Section for indirect cost rate proposals for that consultant/sub-consultant for all fiscal years that were pending as of the date of this contract's execution. Upon approval of such audited rate(s), DOTD shall provide Consultant with updated documentation reflecting the audited rate(s), and Consultant shall include on its next scheduled invoice any entries necessary to adjust charges for work already billed based on any differences between the provisional indirect cost rate(s) and the actual audited indirect cost rate(s), as required by 23 CFR 172. In addition, DOTD and Consultant shall enter into an amendment to this contract to revise the maximum compensation set forth herein and specific rates of compensation, to the extent such are provided herein, in light of the actual audited indirect cost rate(s) received and approved by DOTD.

Contract No. 44000XXXXX

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

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

**ARTICLE XV
ADDITIONAL WORK (March 2018)**

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

Consultant shall not commence additional work for which Consultant intends to seek additional compensation unless and until written authority to proceed has been given by DOTD.

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

**ARTICLE XVI
OWNERSHIP OF DOCUMENTS (March 2018)**

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

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

**ARTICLE XVII
PROSECUTION OF WORK (March 2018)**

Immediately upon receiving authorization to proceed with the work on each TO, Consultant shall prepare and submit to the PM a proposed progress schedule or bar chart, for those projects with a project duration greater than one month, 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 of each TO can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required.

Contract No. 44000XXXXX

Consultant shall provide sufficient resources to ensure completion of each TO in accordance with the TO scope and within the TO progress schedule. If the completed work is behind the approved TO progress schedule (if applicable), Consultant shall take immediate steps to restore satisfactory progress.

The progress of each TO shall be determined monthly, with the submission of an invoice, and TO schedule for those projects with project duration greater than one month to DOTD. For any work, the TO shall be considered on schedule if the percentage of the total work completed is equal to or greater than the percentage of TO progress schedule time elapsed.

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

**ARTICLE XVIII
DISQUALIFICATION (July 2020)**

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

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

During the period of disqualification, Consultant shall not be considered for contracts nor shall he be considered or approved as a sub-consultant on contracts or proposals. Consultant shall be allowed to proceed with any work under any preexisting contract or written sub-consultant agreement. The period of disqualification shall continue until Consultant comes into compliance with the relevant terms of this contract, except in the case of a violation of the supplemental ethics requirements. In the event of a violation of the Supplemental Ethics Requirements, the period of disqualification shall not exceed three years.

The disqualified consultant may submit a written appeal to the DOTD Chief Engineer for review by the Disqualification Review Board (hereinafter referred to as "the DRB"). The DRB shall be composed of the DOTD Chief Engineer or his designee, the Consultant Contract Services Administrator, and the Project Development Division Chief. The written appeal shall be submitted within seven (7) days, excluding weekends and holidays, after issuance of written notice of disqualification and may either request a meeting with the DRB or that the DRB consider a written appeal only. A meeting of the DRB shall be scheduled within ten (10) days, excluding weekends

Contract No. 44000XXXXX

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

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

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

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

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

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

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

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

Consultant shall not have the authority to suspend work on this contract or any TO issued pursuant to this contract.

**ARTICLE XXI
CLAIMS AND DISPUTES (March 2018)**

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

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

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

**ARTICLE XXII
INSURANCE REQUIREMENTS (March 2018)**

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

**ARTICLE XXIII
INDEMNITY (September 2019)**

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

**ARTICLE XXIV
ERRORS AND OMISSIONS (March 2018)**

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of Consultant under contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of DOTD. DOTD's review, approval, acceptance of, or payment for the services required under this contract shall not be construed to operate as a waiver of any of DOTD's rights or of any causes of action arising out of or in connection with the performance of this contract.

Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by Consultant. If errors or omissions are discovered, Consultant shall, without additional compensation, correct or revise any deficiencies discovered. If errors or omissions are discovered prior to acceptance of deliverables and payment to Consultant, the work shall be returned for correction and payments shall be withheld until delivery of an acceptable product. If errors or omissions are discovered subsequent to acceptance of deliverables and payment to Consultant but prior to the commencement of construction of a public work based upon Consultant's deliverables, DOTD may, in its sole discretion, either demand that Consultant promptly correct the errors at no cost to DOTD or make corrections using DOTD staff, in which case Consultant shall be responsible for costs incurred by DOTD to make the corrections. If errors or omissions are discovered after the commencement of construction of a public work based upon Consultant's deliverables, the parties agree to proceed in accordance with DOTD's Errors and Omissions Policy, incorporated by reference herein and available at: http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/CCS/Errors_Omissions/DOTD%20Errors%20Omissions%20Policy.pdf.

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

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

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

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

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

The parties agree to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

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

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

**ARTICLE XXVII
ANTI-SOLICITATION AND ANTI-LOBBYING COVENANT (March 2018)**

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

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

**ARTICLE XXVIII
CODE OF GOVERNMENTAL ETHICS (March 2018)**

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

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

If a DBE Goal is required, use this paragraph, % may change; Check Advertisement for DBE Goal.

This contract shall have a Disadvantaged Business Enterprise (DBE) goal of **XX%** of the contract fee. DBE participation will be limited to the firms certified pursuant to the Louisiana Unified Certification Program. For convenience, DOTD provides a list on its website (<http://www8.dotd.la.gov/UCP/UCPSearch.aspx>) of firms that have been certified as eligible to participate as DBEs on US DOT assisted contracts. This list is not an endorsement of the quality of performance of any firm but is simply an acknowledgment of the listed firms' eligibility as a DBE. DOTD makes no representations of the accuracy or completeness of this list on any particular date or time. Prime consultants considering the use of a particular DBE sub-consultant are advised to obtain documentation of certification status from that sub-consultant. Credit will

only be given for use of DBEs that are certified by the Louisiana Unified Certification Program. Consultant shall submit with each invoice presented to DOTD for payment a completed DBE Form 1, "DBE Participation Monthly Report" (Attachment D). This Form must be completed and submitted by Consultant regardless of whether the invoice includes effort by the DBE during the period covered by that invoice. In the event of no effort by a DBE during the period covered by the invoice, Consultant shall simply indicate that on the form. The PM shall review submitted invoices and their corresponding DBE Form 1 to determine if the DBE goals are being achieved. If Consultant has failed to meet the goal and no good faith efforts have been made, the PM shall notify the Compliance Section of DOTD, and at that time the DBE portion of the contract fee may be withheld from Consultant.

These paragraphs remain in all contracts:

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXXIII
SEVERABILITY (March 2018)**

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

**ARTICLE XXXIV
SUPPLEMENTAL ETHICS REQUIREMENTS (August 2024)**

Consultant warrants that, to the best of its knowledge, it, its employees, or agents have not, and for the duration of this contract will not, do any of the following:

1. Provide any food, drink, admission, accommodation, travel or gift, regardless of value, to any member of a DOTD project evaluation team (PET), unless specifically authorized in writing in advance by the DOTD Chief Engineer.
2. Have any contact with a member of a DOTD PET relating to current advertisements other than through official DOTD CCS procedures. Ordinary business interactions between PET members and consultants regarding other projects (e.g., projects currently under contract or projects on the projected advertisement list), when carried out during normal working hours and in the workplace, are not a violation of this policy.

Consultant further warrants that it will immediately notify the DOTD CCS Administrator, in writing, upon becoming aware of any intentional or unintentional violation of this policy, any ethics violation, or any action of a DOTD employee outside the course and scope of his/her job duties that impacts the business interests of Consultant.

The requirements of this Article shall be physically included in all subcontracts entered into by Consultant.

**ARTICLE XXXV
MOST FAVORED CUSTOMER STATUS (November 2021)**

Consultant agrees that all special vehicle or equipment rates charged to DOTD as a direct expense under this contract, for Consultant-owned special vehicles or equipment, shall be as favorable as any rates offered or charged by Consultant to any other customer during the term of this contract. If Consultant charges a more favorable rate to any such customer, Consultant shall immediately reduce the rate charged to DOTD as necessary to comply with this Article. DOTD's sole remedy for Consultant's unintentional breach of this requirement shall be to recover from Consultant the difference between what DOTD was actually charged and what should have been charged had the Consultant complied with its obligations hereunder.

**ARTICLE XXXVI
CYBERSECURITY TRAINING (April 2022)**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Consultant, any of its employees, agents, or sub-consultants will have access to State government information technology assets, the Consultant's employees, agents, or sub-consultants with such access must complete cybersecurity training annually, and the Consultant must present evidence of such compliance annually and upon request. The Consultant may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets,” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

**ARTICLE XXXVII
DELAYS AND EXTENSIONS (February 2024)**

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

It may be cause for review of task order 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 equals or exceeds twelve (12) months. If the DOTD Chief Engineer agrees that additional compensation is warranted, such compensation will be provided for pursuant to a Supplement to the Task Order. If Consultant believes delays warrant an adjustment in compensation, then Consultant shall notify DOTD in writing of its request within thirty (30) calendar days of being instructed to perform the work. **No compensation adjustment shall be made for work performed prior to such written request.**

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

Contract No. 44000XXXXX

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.

Consultant's Name

BY: _____

NAME: **Signatory's Name**

TITLE: **Signatory's Title**

Choose an item.

Federal Taxpayer Identification Number

Choose an item.

SAM.GOV Unique Entity ID Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL BY:

Division Head