

1 Introduced October 10, 2023, by Councilman
2 Tamborella, seconded by Councilwoman
3 Haggerty, (by request of Administration)

4 **RESOLUTION R23-27**

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6 A resolution authorizing the Mayor of the City of Slidell to execute a contract
7 with Meyer Engineers, Ltd. (Contract No. 4400027338; State Project No. H.014528.6;
8 Federal Aid Project No. H014528).

9
10 WHEREAS, the City is working in coordination with the State of Louisiana,
11 Department of Transportation and Development, on Terrace Ave Pavement Rehab (CE&I)
12 (Contract No. 4400027338; State Project No. H.014528.6; Federal Aid Project No.
13 H014528); and
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15
16 WHEREAS, the Department of Transportation and Development requires a
17 resolution of the Slidell City Council authorizing the Mayor of the City of Slidell to execute,
18 on behalf of the City of Slidell, its standard "Entity Contract for Consulting Services" for
19 Construction, Engineering, and Inspection services with the selected engineer for the
20 referenced project, Meyer Engineers, Ltd.
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23 NOW THEREFORE, BE IT RESOLVED by the Slidell City Council, in legal
24 session convened, that the Mayor of the City of Slidell is authorized, on behalf of the City
25 of Slidell, to execute an Entity Contract for Consulting Services with Meyer Engineers, Ltd.
26 for the Terrace Ave Pavement Rehab (CE&I) (Contract No. 4400027338; State Project
27 No. H.014528.6; Federal Aid Project No. H014528) project, in substantially the form
28 attached hereto as Exhibit A.
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2 **RESOLUTION R23-27**
3 **PAGE 2**
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6 **ADOPTED** this 10th day of October, 2023.
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10 Kenny Tamborella
11 President of the Council
12 Councilman, District E

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15 Thomas P. Reeves
16 Council Administrator
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EXHIBIT A

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
ENTITY CONTRACT FOR CONSULTING SERVICES**

**CONTRACT NO. 4400027338
STATE PROJECT NO. H.014528.6
FEDERAL AID PROJECT NO. H014528
ENTITY CONTRACT FOR TERRACE AVE
PAVEMENT REHAB (CE&I)
ST. TAMMANY PARISH**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Slidell, a political subdivision of the State of Louisiana (hereinafter referred to as "Entity"), and Meyer Engineers, Ltd., Metairie, Louisiana (hereinafter referred to as "Consultant").

Under the authority granted by Part XIII-A of Title 48 of the Louisiana Revised Statutes, Entity 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 the advertisement of May 31, 2023, the DOTD Form 24-102 submitted by Consultant in response to the advertisement, and any attachments and exhibits to the foregoing, all of which are specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. However, in the event of a conflict between the terms of this contract and the referenced documents, this contract governs.

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

Contract No. 4400027338, State Project No. H.014528.6 and Federal Aid Project No. H014528 have 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 Entity project title, project numbers, and Purchase Order Number.

**ARTICLE III
SCOPE OF SERVICES (September 2019)**

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 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

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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. Although Entity may provide limited input and technical assistance to Consultant, the prime consultant is fully responsible for QA/QC of its work as well as the work of all sub-consultants. All project submittals must include a QA/QC certification that the submittals meet the requirements of the QA/QC plan document.

**ARTICLE V
CONTRACT TIME AND NOTICE TO PROCEED (April 2023)**

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

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

**ARTICLE VI
GENERAL REQUIREMENTS (April 2023)**

It is the intent of this contract that, with the exception of the items specifically listed to be furnished by Entity, Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required scope of services of the project. All items required to accomplish these results, whether or not specifically mentioned in this contract, are to be furnished at a cost not to exceed the maximum amount established by this contract.

If the compensation for this contract is Cost Plus Fixed Fee, the Consultant will use its best efforts to perform the work specified in the scope of services of the project and all obligations under this contract within the estimated cost.

If an error or omission is detected by Consultant in data provided to Consultant by Entity, Consultant shall notify Entity 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.

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**ARTICLE VII
COMPENSATION (August 2021)**

Compensation to the Consultant for the services set forth herein shall be based on actual work hours and established specific rates of compensation, as established in the Rate Letter issued by DOTD Consultant Contracts Services, for the work performed and the direct expenses incurred by the consultant, with a maximum limitation of **\$140,577**.

These specific rates of compensation will be used for the duration of the contract, without adjustment, except if the duration of the contract is longer than five (5) years. In that event, Consultant may request to have such specific rates of compensation updated every five (5) years; however, any resulting adjustment to the contract specific rates of compensation shall not be cause for an increase in the maximum compensation limitation imposed herein.

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

If it is provided herein that direct expenses are to be reimbursed, direct expense items must not be included in the calculation of the firm's indirect cost rate, must be used exclusively for this contract, and must be fully consumed during the life of this contract. The acquisition or rental of standard equipment or resources to be used in the provision of services rendered for this contract will not be considered for reimbursement as direct expenses (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 C.F.R. 31.

**ARTICLE IX
PAYMENT BASED ON SPECIFIC RATES OF COMPENSATION (August 2021)**

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

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that classification, which will be provided to Consultant through issuance of a Rate Letter by DOTD Consultant Contracts Services.

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 Entity. Entity shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent. Invoices reflecting any charges for labor must be accompanied by timesheets showing hours worked on each date referenced in the invoice.

Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific contract, provided such charges are substantiated by documentation that is subject to audit. Direct expenses shall be disallowed if subsequent audits reveal that adequate supporting documentation has not been maintained. If any invoiced amounts are disallowed after payment as a result of a subsequent audit, Entity 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 Entity's invoice. It is understood that the firm's books must segregate these items separately from the firm's general indirect costs/cost rate.

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

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

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

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

**ARTICLE X
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

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Section shall not relieve Consultant of its responsibilities under this paragraph. For the purpose of calculating DOTD contract compensation, the consultant/sub-consultant may elect to use its company-wide indirect cost rate or, if available, its separate home and/or field indirect cost rates, as applicable, provided that such election shall apply consistently across all affected contracts.

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

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

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

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Consultant shall enter into an amendment to this contract to revise the maximum compensation set forth herein and specific rates of compensation, to the extent such are provided herein, in light of the actual audited indirect cost rate(s) received and approved by DOTD.

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

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

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

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

If Entity 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 XII
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 Entity and copies thereof shall be delivered to Entity electronically at the conclusion of the contract term and/or sooner upon request by Entity. Entity 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 Entity project may be made without the prior written approval of Entity.

**ARTICLE XIII
DELAYS AND EXTENSIONS (March 2018)**

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

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It may be cause for review of contract compensation if the accumulated approved extensions of contract time caused by tardy approvals of work in progress by various official agencies involved in the project other than Entity equals or exceeds twelve (12) months. If the Entity agrees that additional compensation is warranted, such compensation will be provided for pursuant to a Supplemental Agreement. If Consultant believes contract delays warrant an adjustment in contract compensation, then Consultant shall notify Entity 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 Entity, circumstances do not indicate a need for additional compensation, it shall be Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this contract.

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

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

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

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

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

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

During the progress of the work, representatives of Entity and other interested parties, when so named herein, shall have the right to examine the work and may confer with Consultant thereon.

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In addition, Consultant shall furnish, upon request, prints of any specific item of its work for Entity inspection. Consultant shall confer with Entity and such other parties, and from time to time may submit sketches illustrating significant features of the work for review and comment.

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

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

1. by mutual agreement and consent of the parties hereto;
2. by Entity as a consequence of the failure of Consultant to comply with the terms, progress or quality of work in a satisfactory manner; proper allowance being made for circumstances beyond the control of Consultant;
3. by either party upon failure of the other party to fulfill its obligations as set forth in this contract;
4. by Entity 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 Entity 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 Entity all plans and records of the work compiled to the date of termination. Entity 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, Entity wishes to suspend this contract, it may do so by giving Consultant written notice that the contract is suspended as of the notice date. Consultant shall stop all work on the contract until such time as Consultant may receive written notification from the PM to resume work.

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

**ARTICLE XVII
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 Entity within ninety (90) calendar days of the completion of the work that forms the basis of the claim.

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**ARTICLE XVIII
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 Entity showing evidence of such professional liability insurance.

**ARTICLE XIX
INDEMNITY (September 2019)**

Consultant agrees to indemnify and save harmless Entity, 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 XX
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 Entity. Entity'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 Entity'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, Entity may, in its sole discretion, demand that Consultant promptly correct the errors at no cost to Entity.

Costs recoverable from the Consultant in connection with any errors or omissions may include, but are not limited to, costs to correct design errors during construction and costs associated with the processing of any necessary Change Orders.

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

Consultant shall hold Entity 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.

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

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

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

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

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

**ARTICLE XXIII
ANTI-SOLICITATION AND ANTI-LOBBYING COVENANTS (March 2018)**

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

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

**ARTICLE XXIV
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

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services called for in this contract. Consultant agrees to immediately notify the Entity if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

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

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 XXVI
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 Entity.

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**ARTICLE XXVII
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 Entity or Consultant is released in writing by the DOTD Audit Director, at which time Consultant may dispose of such records. Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this contract or the release of all retainage for this contract, whichever occurs later, for inspection by the Entity, 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 XXVIII
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 Entity policies.

**ARTICLE XXIX
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 XXX
SUPPLEMENTAL ETHICS REQUIREMENTS (July 2020)**

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 advertisements, or projects on the projected advertisement list, other than through official DOTD CCS procedures. Ordinary business interactions between PET members and consultants regarding other

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projects (e.g., projects currently under contract), when carried out during normal working hours and in the workplace, are not a violation of this policy and can continue as normal.

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 XXXI
MOST FAVORED CUSTOMER STATUS (November 2021)**

Consultant agrees that all special vehicle or equipment rates charged to Entity 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 Entity as necessary to comply with this Article. Entity's sole remedy for Consultant's unintentional breach of this requirement shall be to recover from Consultant the difference between what Entity was actually charged and what should have been charged had the Consultant complied with its obligations hereunder.

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

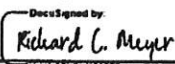
In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Consultant, any of its employees, agents, or sub-consultants will have access to State government information technology assets, the Consultant's employees, agents, or sub-consultants with such 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.

Contract No. 4400027338


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.


Meyer Engineers, Ltd.


BY:  _____
DocuSigned by: Richard C. Meyer

NAME: Richard C. Meyer _____

TITLE: President _____


Federal Taxpayer Identification Number



SAM.GOV Unique Entity ID Number


Assistance Listing Number

City of Slidell

BY: _____

Greg Cromer
Mayor


Federal Taxpayer Identification Number


SAM.GOV Unique Entity ID Number

FHWA Authorization Date: 08/17/2023

ATTACHMENT A – SCOPE OF SERVICES

The project time is typical.

The field office indirect cost rate shall be applicable to all services except as otherwise designated hereafter. The home office indirect cost rate shall be applicable to the closeout process and all clerical work.

The purpose of this project is to mill, patch and overlay Terrace Ave. from Old Spanish Trail to Ash St. in Slidell, in Slidell, St. Tammany Parish.

STAGE 5: CONSTRUCTION

Construction Engineering and Inspection (CE&I)

Consultant will be required to provide construction contract administration and construction engineering inspection services typically performed by the DOTD Project Engineer and his/her staff, including but not limited to, milling, patching and overlaying. These services will be performed in accordance with DOTD's Standards and Procedures (see References). Copies of these documents will be made available through DOTD upon request. DOTD will assign a project engineer from its District 62 Office to serve as a construction coordinator for DOTD during project construction. The following services to be performed will be under the direct supervision of the **Entity**:

1. Coordinate with the **Entity** and DOTD District personnel to schedule and attend the pre-construction meeting. Consultant will be required to conduct the meeting.
2. Maintain all construction field records; make daily entries in the project diary (DWR) to indicate Consultant's personnel present on the job site, Contractor's personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control, and the charging of contract time.
3. Coordinate with the Entity's Engineer/Representative for all relocations/adjustments of utility facilities for the construction of work site.
4. Provide all necessary personnel and equipment to perform the required field-testing for quality assurance in accordance with the latest DOTD Sampling and Testing Manual and pertinent Quality Assurance Manual.
5. Submit all sampled materials to be tested by the DOTD District 62 Testing Laboratory or qualified independent testing laboratory, in accordance with the stipulated Sampling Manual and pertinent Quality Assurance Manual.
6. Inspect Contractor's construction operations (daily) to ensure that all work is performed in accordance with the specified plans and specifications.
7. Keep clear and concise records of the contractual operations, prepare monthly pay estimates, and make monthly progress reports in conformance with DOTD requirements. Inspection of construction will not include shop and mill inspections and their approval.
8. Prepare final estimate packages, including Form 2059 – "Summary of Test Results" in conformance with DOTD Construction Contract Administration Manual.

9. Consultant will be responsible for submittal approvals required of the project engineer as stated in the Standard Specifications including form drawings.
10. All construction activities shall be coordinated between Consultant, the Entity, the FHWA and an assigned representative of DOTD. All work standards, methods of reporting, and documentation of pay quantities will be in accordance with the policies and procedures of DOTD Construction Contract Administration Manual. All partial and final construction estimates, and other information must be submitted on forms approved by DOTD.
11. Consultant will perform all documentation, as prescribed by the Department, on the Department's construction software, HeadLight/SiteManager. Consultant will provide hardware, i.e., computers, printers, internet connections, etc. deemed necessary to efficiently conduct the inspection services.
12. Consultant may be required to conduct non-reimbursable training sessions for his personnel to receive instructions into the use of HeadLight/SiteManager (approximately four hours). DOTD will provide a qualified instructor for this training.
13. Consultant will be available for conferences, visits to jobsites, and/or inspections by DOTD authorized representatives.
14. Consultant will be required to submit "As-Built" plans with the final estimate. "As-Built" plans are to reflect all changes made from the original plans. All changes to the plans are to be made using a 746-1/2 Tuscan red pencil.
15. When it is stipulated by the Project Specifications, that approval by DOTD is required for material, equipment, and/or construction procedures, DOTD policies for obtaining such approval will be followed.
16. All construction inspection personnel utilized by Consultant must meet and retain the same qualification and certification requirements as required of DOTD construction personnel.
17. Any proposed changes in plans or in the nature of the work will be pre-approved in writing by DOTD, prior to the performance of stipulated work.
18. Change orders throughout the life of the project will also have to be written by Consultant and approved through the Department's process in accordance with the DOTD Construction Contract Administration Manual.
19. Consultant will monitor and document all construction claims, and provide recommendations on disposition of claims.
20. Consultant will manage the RFI (Request for Information) process as defined on the DOTD internet site, http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/RFI/Forms/AllItems.aspx.
21. Consultant will coordinate and/or perform the inspection of pre-cast materials with DOTD and the Entity. Section 40 Fabrication Engineer's staff oversees fabrication of pre-cast materials. The only inspection Project Engineer's staff is responsible for is inspecting the materials for any damage during transportation.
22. Consultant's inspector shall be responsible for performing and documenting inspections of erosion control devices, and reporting deficiencies to Contractor for correction on the Department's construction software, HeadLight/SiteManager.
23. Meet with the DOTD Statewide Sign Inspector to review the construction signing for compliance with the MUTCD and Traffic Control Standards. Documentation of

corrections made by Contractor will be input into HeadLight/SiteManager by Consultant's Project Engineer.

SERVICES TO BE PERFORMED / ITEMS TO BE PROVIDED BY DOTD

DOTD will furnish, without charge, the following services and data:

- Laboratory testing of materials. DOTD District 62 Testing Laboratory, if available, will perform laboratory tests in conjunction with specialty testing performed at the DOTD Central Laboratory in Baton Rouge, LA, using samples procured and submitted by Consultant.
- DOTD will provide access to project plans and contract proposal.
- DOTD Structural/Marine Fabrication Engineer will perform all shop and fabrication inspection.
- DOTD will provide sampling plan for the project.
- HeadLight/SiteManager Instructor and technical support.

ITEMS TO BE PROVIDED BY THE ENTITY

- Traffic Data
- Capacity Analysis
- Borings, if required

INDEPENDENT TESTING LABORATORY

In the event the DOTD Testing Laboratory is not available, the selected consultant must have access to a qualified independent testing laboratory, per 23 CFR 637.209. The selected consultant must provide documentation verifying access to a qualified independent testing laboratory to the DOTD PM within 10 business days of the award notification to the consultant.

ELECTRONIC DELIVERABLES

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

Consultant shall apply patches to CAD Standard Resources and install incremental updates of software as needed or required. Consultant hereby agrees to install major updates to software versions and CAD Standard Resources in a timely manner. Major updates of CAD standards and software versions shall be applied per directive or approval of the DOTD Design Automation Manager. Such updates will not have a significant impact on the plan development time or project delivery date, nor will they require Consultant to purchase additional software. Prior to proceeding

with plan development, Consultant shall contact the Project Manager for any special instructions regarding project-specific requirements.

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

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

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

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

SPECIFIC SOFTWARE AND / OR EQUIPMENT DESIRED

- Laptop with ability to synchronize with SiteManager
- I-Pad with mobile data and HeadLight software

TERRACE AVE PAVEMENT REHAB
CONSTRUCTION ENGINEERING AND INSPECTION
QUALITY CONTROL/QUALITY ASSURANCE (QC-QA) PLAN
F.A.P. NO. H014528
A/E PROJECT NO. 23-1130-0053 SEPTEMBER 6, 2023
STATE PROJECT NO. H.014528.6

Meyer Engineers, Ltd. understands, that as the Construction Engineering and Inspection Consultant, we are fully responsible for the Quality Control/Quality Assurance for our work, as well as the work of our Sub Consultants.

Below is our QC/QA plan document to outline our QC/QA requirements and processes.

1. Importance of a Good QC/QA Team

The basis of a good QC/QA team partners and incorporates the efforts of the consultant members with LADOTD respective coordinators and contractor personnel through inspection and acceptance to produce a project that will provide client and public with a durable product exhibiting a high level of performance. To ensure that the QC/QA team functions properly, Meyer Engineers, Ltd (hereinafter referred to as MEL) will form an intricate cooperative partnership with respective members of construction contractor and LADOTD personnel (hereinafter referred to as "the department").

2. Selection of a Qualified CE&I Team

The successful completion of all prerequisite training is required whenever DOTD certification is required by the specifications. To this end, a system of inspection by qualified personnel has been established. MEL will provide QC technicians that have obtained any and all certifications issued by LADOTD through its training lab. Such certifications include, Embankment and Base Course, Asphalt Concrete Roadway, PCCP Roadway and PCCP Structural. Each technician will be thoroughly familiar with LADOTD specifications, policy and procedures as well as sampling and testing procedures. MEL will submit all certified technicians to the district laboratory engineer for approval.

3. Guidelines for Specific Procedures

MEL will utilize the departments published Materials Sampling Manual for minimum acceptable sampling and testing procedures for construction materials. In addition, visual inspections may be utilized as allowed and/or recommended by Sampling Plan provided by LADOTD district laboratory. If deemed necessary MEL may choose to perform additional sampling and testing on any questionable material in place, on site or at supplier's yard to assure department specifications are met. Prior to any preconstruction conference MEL will provide the department with a list of quality control personnel, their assigned responsibilities and their prior experience in their areas of responsibility, the types of equipment proposed for the various construction activities, and a proposed quality control program including a basic schedule of sampling and testing and the testing equipment to be used. MEL will notify the department if changes to personnel or any other aspect of the QC program is altered or modified.

4. **Coordination**

In conjunction with contractor's responsibility to locate and furnish materials which meet specifications MEL will coordinate appropriate sampling methods through Contractor QC manager. This will ensure timely sampling and testing of material prior to installation for the sole intent of reducing or eliminating the need for retest. MEL will also coordinate testing with third party laboratory or department laboratory as needed. MEL will ensure the contractor schedules work so that the laboratory or project engineer can arrange the sampling and testing of materials prior to their planned incorporation into the project. No material will be allowed on a project without approval.

5. **Project Engineer**

Department defines the project engineer as the legal representative of DOTD for the administration of the contract and represents the department directly as well as through the inspection staff. The MEL Project Engineer duties among others will be to evaluate the contractor's construction process, materials, personnel, equipment, and quality control program to determine if specifications are being uniformly met through the certified inspectors. MEL will provide a team member when required to be a Professional Engineer duly licensed in the state of LA departments CE&I projects. Additionally, the Project Engineer will be responsible for processing change orders and generating pay requests through the departments Site Manager system. Other duties performed by MEL Project Engineer will be to head project meetings, maintain submittal register, oversee inspectors as well as be responsible for all close out documentation. At the preconstruction conference, the project engineer will review the contractor's proposed QC program and provide a copy to the district laboratory engineer. MEL project engineer will ensure that the contractor and third party testing agencies has the appropriate department documents, such as the specifications, plans, contract, Materials Sampling Manual, Testing Procedures Manual, "Quality Assurance Manual." If the contract requires the contractor to provide layout, the engineer along with his inspection team will inspect the contractor's staking, elevations, station numbers, etc. for general conformance and report to department coordinator.

6. **General Inspection Duties**

Prior to construction, the MEL QC/QA team will inspect contractor equipment to be used on the project to ensure that it is in good condition and appropriate for the activity for which it is to be used. MEL personnel will observe the contractor's operations and inspect the project throughout its construction. When nonuniform materials or nonuniform processes result in areas which do not appear to be acceptable or which are obviously not in conformance with the quality of construction expected, the CE&I team will require the contractor to correct these deficient areas. Project engineer and inspectors will work in tandem to be aware of the quality of construction and performance of the project during construction and acceptance phases before final acceptance.

7. Sampling and Testing

MEL CE&I team will obtain a sampling plan provided by departments district laboratory. This plan will serve as the project guide to take as many samples and perform as many tests as necessary to ensure that materials and processes are producing a uniform product within the specification limits. MEL technicians will utilize departments Materials Management program in Site Manager to label samples accordingly. MEL technicians will coordinate, track and log test results provided by department laboratory of third party as the case may be for ultimate inclusion and recording of the 2059 close out report. When borderline materials or operations result in failing acceptance tests, immediate adjustments will be required. MEL personnel will utilize department procedures in engineering directive (EDSM) as a guideline during the QC/QA activities. MEL personnel will inspect any applicable project laboratory equipment in contractor provided laboratory when required by contract documents.

8. Environmental

Activities that negatively impact the environment potentially exist on every construction project. There are local, state, and federal guidelines that control these activities to minimize environmental harm. The contractor shall abide by these regulations and is to take every step necessary to prevent damage to the environment. Storm water runoff is a primary source of pollutants from constructions sites, material producing plants, and equipment staging areas. The goal to protect the environment from storm water extends beyond the concern of soil particles in waterways (erosion control). Storm water contains residues from asphalts, oils, fuels, fertilizers, stabilizing chemicals such as cement, chemicals from the natural breakdown of certain aggregates, and has the potential for transporting many other materials hazardous to the environment.

Vibration and noise can be significant in impacting the environment. Vibration from construction activity, such as pile driving, and compaction efforts can be environmentally detrimental. Vibration can cause the reorientation of soil layers resulting in subsidence. Impact waves can cause structural damage and result in water table changes. Noise from construction sites can reach decibel ranges that impact the hearing of individuals. Therefore, vibration and noise are considered pollutants and environmental threats.

9. Closeout and Final Estimate

MEL understands the importance of a timely close out. In order most efficiently provide proper close out documents MEL will utilize the standard Checklist provided on departments website. Once a "zero" estimate is generated MEL will immediately move to submit close out documents within a usually mandated 30-day reporting period. Samples of documents to be provided to Auditing consist of many documents not the least of which are:

Original Signed Change Orders, Signed Weather and Working Day Reports, As-Built drawings, Correspondences, Construction Layout books, Certificates of Release, Applicable Earthwork Computations, 2059 Report signed by Lab Engineer, Final Acceptance Letter etc.

ATTACHMENT D

DBE FORM 1

Louisiana Department of Transportation and Development
DBE Participation **Monthly** Report

Contract No.	44	Invoice No.	
State Project No. / Task Order No.	H.	Report period begin date	
Prime Consultant		Report period end date	

LA UCP Certified DBE Prime and/or Sub-Consultant	Services performed this period	\$ amount invoiced this period	\$ total invoiced to date
Totals:			

Authorized Prime Consultant signature		
Typed or printed name		Date
Title		Phone No.

DOTD Project Manager has reviewed this form: _____ DOTD Project Manager signature _____ date _____

This report shall be submitted **monthly** to the DOTD Project Manager with the current month's invoice. Questions should be directed to the DOTD Compliance Programs Section at (225) 379-1382.

DBE FORM 2

Louisiana Department of Transportation and Development
DBE Participation **Final Report**

Contract No.	44	DBE Goal %	
State Project No. / Task Order No.	H.	Contract amount	\$
Prime Consultant			

LA UCP Certified DBE Prime and/or Sub-Consultant	Services performed	Total dollar amount paid to DBE
Total:		\$

Authorized Prime Consultant signature		
Typed or printed name		Date
Title		Phone No.

DOTD Project Manager has reviewed this form:

DOTD Project Manager signature

date

This report shall be submitted with the **final** invoice to the DOTD Project Manager. Questions should be directed to the DOTD Compliance Programs Section at (225) 379-1382.