

2003-0409

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 04-1-3

An ordinance to approve a Contract with Design Engineering, Inc. for Engineering, Environmental and Land Surveying Services for Almedia Road Improvements, St. Rose, State Project no. 700-45-0108, Federal Aid Project No. STP-4503 (502).

WHEREAS, the Parish with assistance from the Department of Transportation and Development and the Federal Highway Administration proposes to make improvements along Almedia Road (LA50) at the intersection with River Road (LA48) and with Airline Drive (U.S.61) primarily by adding right turn lanes and upgrading the signalization at Airline Drive; and

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 03-4-15 on April 21, 2003 approving an Agreement with the Department of Transportation and Development, as amended by Ordinance No. 03-6-5, for the Almedia Road Improvements; and

WHEREAS, said Agreement provided that the Department of Transportation and Development would advertise and select the consulting engineering firm and the Parish would enter into a contract, prepared by DOTD, for the performance of engineering services; and

WHEREAS, the Department of Transportation and Development has provided the Contract with Design Engineering, Inc. for approval by the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement by and between St. Charles Parish and Design Engineering, Inc. for State Project No. 700-45-0108, Federal Aid Project No. STP-4503 (502) Almedia Road Improvements Route LA50 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, DUHE, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 13th day of January, 2004, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Laura J. Mann

SECRETARY: Shirley J. Fisher

DLVD/PARISH PRESIDENT: January 14, 2004

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Laque

RETD/SECRETARY: January 14, 2004

AT: 3:10 pm RECD BY: [Signature]

**STATE OF LOUISIANA
ST. CHARLES PARISH
CONTRACT FOR ENGINEERING, ENVIRONMENTAL
AND LAND SURVEYING SERVICES
STATE PROJECT NO. 700-45-0108
FEDERAL AID PROJECT NO. STP-4503(502)
ALMEDIA ROAD IMPROVEMENTS
ROUTE LA 50
ST. CHARLES PARISH**

THIS CONTRACT is made and entered into this 23rd day of January, 2004, by and between the Parish of St. Charles, a political subdivision of the State of Louisiana, hereinafter referred to as the "Parish", and Design Engineering, Inc., Metairie, Louisiana, hereinafter referred to as "Consultant".

The Parish with assistance from the Department of Transportation and Development (DOTD) and the Federal Highway Administration (FHWA) proposes to provide geometric improvements along LA 50 (Almedia Road), at the intersection with LA 48 (River Road) at the southern terminus and US 61 (Airline Highway) at the northern terminus. The geometric improvements primarily consist of adding right turn lanes. Additionally, the signalized intersection of US 61 at Almedia Road LA 50, will be upgraded including phasing and timing plans to accommodate the new geometry of the intersection.

The Parish, under authorization granted by Title 48 of Louisiana Revised Statutes, has elected to engage the Consultant for the purpose of expediting the engineering, environmental and land surveying services; and the Consultant agrees to perform the services described and for the conditions and compensation stated in this Contract.

ENTIRE AGREEMENT

This Contract, together with Advertisement of July 18, 2003, the DOTD Standard Form 24-102 (SF 24-102) submitted in response to the Advertisement, and any attachments and exhibits, are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in case of conflict in the terms of this agreement and the referenced documents, this Contract governs.

CONTRACT IDENTIFICATION

State Project No. **700-45-0108**, Federal Aid Project No. STP-4503(502), and Parish Project No. *** have been assigned to this Contract to identify the engineering, environmental and land surveying service costs. All invoices, progress reports, correspondence, etc., required in connection with this Contract shall be identified with the DOTD Project Title and Project Contract Nos., as well as those of Parish. The Professional Engineer or Professional Land Surveyor registrant of the State of Louisiana, who is responsible for the project, shall sign (using his registered name), date, and seal all project documentation. Refer to Louisiana Revised Statute (LRS) 37:681 through 37:703 and Title 46: Part LXI relating to Professional Engineering and Professional Surveying requirements.

CONSTRUCTION IDENTIFICATION

State Project No. 845-17-0010, Federal Aid Project No. STP-4503(501), and Parish Project No. **** have been assigned to identify the construction project and the plans shall be identified accordingly.

SCOPE OF CONTRACT SERVICES

The services to be rendered for this project are divided into three main Phases identified as follows:

- Phase I: Preliminary Engineering
- Phase II: Title Work, Property Survey, and Right-of-Way Maps
- Phase III: Final Plans

The Consultant will be responsible for performing Phases 1, 2 and 3 in accordance with the terms of this Contract under the direct supervision of a Parish Project Coordinator who will be identified when the work is authorized. The scope for Phases 2 and 3 will be further defined by a Supplement Agreement upon satisfactory completion of the previous phase of work.

The Phases to be performed by the Consultant under this Contract are described more specifically as follows:

PHASE I: PRELIMINARY ENGINEERING - Phase I is subdivided into three main parts:

- Part 2: Topographic Surveys
- Part 4: Environmental Studies
- Part 5: Preliminary Plans

Parts 2, 4 and 5 of Phase I, to be performed by the Consultant under this Contract, are described more specifically as follows:

Part 2: Topographic Surveys - This part of the Contract shall consist of all services required to perform a complete topographic survey, in English units, as required for the proper design and layout of the Project. Specifically, this work shall be performed in accordance with all principles and objectives set forth in the latest issue of the DOTD Location and Survey Manual. Although currently acceptable surveying standards and methods, as approved by the Location and Survey Administrator, may be used. The Consultant shall request, in writing, from the Project Coordinator a copy of the appropriate manual for the Consultant's information and guidance as to normal DOTD procedures in the conduct of topographical surveys. Deviations from the normal procedures must be authorized in writing by the Location and Survey Administrator.

The survey shall include, but not be limited to the staking of centerline when required and when physically possible and, where this is not possible, to the running of all ground traverses necessary to compute and establish centerline. Aerial photogrammetry may be used when feasible and by written agreement with DOTD and/or Parish in developing the topographic surveys. This work shall include, for the control of the field survey and later use, the establishment of referenced iron rods along the Project, as may be necessary, to define the

centerline and of a referenced system of bench marks on a closed level circuit. The survey shall also include the location and establishment of ownership of all utilities in the way of construction as specified in the manual. The Consultant's attention is specifically directed to the requirement in the manual whereby a sketch of the survey line shall be submitted to the Project Manager, DOTD Location and Survey Administrator, and the Parish Location and Survey Supervisor for approval immediately after the initial establishment of said line and prior to proceeding further with the survey. The project survey control and horizontal alignment shall be based on the Louisiana State Plane Coordinate System, (NAD-83-92), as determined by G.P.S. observation.

The scope of this project involves adding a right turn lane at each end of LA 50. The two ends of LA 50 are T-intersections that intersect with LA 48 and US 61. The turn lanes will be a total of 300 feet at each end. This includes 150 feet taper and 150 feet storage. The intersection of LA 50 and US 61 will require a signal upgrade to accommodate the right turn lane. Additional right-of-way is not anticipated at this time.

The topographic survey of the two T-intersections of LA 50 will be done in English units of measure. The first intersection will be at LA 61 and the second will be at LA 48. The survey will extend 350 feet down LA 50 at each intersection. The survey will extend 75 feet in each direction along the two cross streets. The width of the survey will extend to the apparent property lines along LA 50 and from apparent lines to centerline of roadway at LA 61 and LA 48. An existing drainage map of the project area is required.

Part 4: Environmental Studies –

The Consultant/Team will be required to perform all services required to provide the documentation necessary for a Categorical Exclusion (CE) and other related documents in accordance with the National Environmental Policy Act (NEPA), as amended, and the Federal Highway Administration's regulations and guidelines. The documentation submitted for the CE will demonstrate that the proposed project has no significant impact on both the human and natural environments. The Consultant will meet with the Environmental Program Manager within 10 days after receiving the Notice to Proceed. The documentation will require a solicitation of views, a completed environmental checklist, a statement of purpose and need, a discussion of the build and not build alternatives, a discussion of the impacts associated with each alternative (such as historic/cultural resources, hazardous materials, farmlands, floodplains, socio-economic, right-of-way acquisitions, wetlands, threatened and endangered species, etc.) coordination with resource agencies (in particular the State Historic Preservation Officer), a statement of permits and mitigation required, and a wetland finding. Five copies of the CE documentation and any associated documents (including but not limited to Section 106 documentation) will be submitted to DOTD for distribution.

If an Environmental Assessment (EA) is required, it will be prepared in accordance with the requirements of the National Environmental Policy Act (NEPA) and written according to the current applicable FHWA's Technical Advisory Guidance addressing potential social, environmental, and economic impacts in the highway corridor. The detailed scope of the EA will be described in the supplemental agreement.

Part 5: Preliminary Plans - This part of the Contract shall consist of all engineering services required for the completion of Preliminary Plans and estimates for the project, all under a schedule for completion which shall be in conformity with the contract time specified elsewhere in this Contract or established by supplemental agreement. Specifically, the work under this part consists of the following major items:

1. The assembly and study of existing data, including improvement studies, boring information, if any, traffic data available through DOTD or the Parish, and such other data as can be located through efforts of the Consultant.
2. The actual roadway section shall be furnished to the Consultant by DOTD or the Parish at the Pre-Design Planning Conference.
 - a. The design criteria for this project shall be mutually determined by the Consultant, the Parish and DOTD personnel at a Pre-Design Conference to be held at DOTD's Headquarters Administration Building in Baton Rouge at the conclusion of Part 2, Topographic Surveys' and prior to the commencement of this Part. This Conference shall be arranged by the DOTD Chief Engineer Project Coordinator upon his receipt of a written request from the Consultant.
 - b. A Pre-Design Planning Conference Form setting forth the design criteria for this project shall be completed at this conference and a copy shall be furnished to the Consultant. This Conference shall be arranged by the DOTD Chief Engineer upon his receipt of a written request from the Consultant. A blank copy of this form shall be furnished to the Consultant. The Consultant shall complete those portions of the form which can be completed from information derived during the performance of the Topographic survey.
3. The preparation of location plans for subgrade soil borings that, in the judgment of the Consultant, may be necessary for design of the project. The Consultant shall also prepare additional location plans as may be required by DOTD or the Parish for conducting additional borings deemed necessary by DOTD or the Parish.
4. The preparation of Preliminary Plans for the Project generally in accordance with the requirements outlined in the latest AASHTO Standard Specifications for Highways and Bridges and in the current editions of DOTD's Roadway Plan Preparation Manual, Bridge Design Manual, General Guide For Bridge Plan Preparation, and Hydraulics Manual. Statements in the Manuals which may be in conflict with requirements specified in the main body of this Contract shall be considered as superfluous information and not applicable to this Contract. Two sets of these plans shall be submitted to the Project Coordinator for preliminary examination and comments after they have been developed to show all information required for a Plan-in-Hand inspection and, upon receipt of any such comments, the Consultant shall revise the plans accordingly. The Consultant shall then submit to the Project Coordinator computer-generated original reproducible of the Preliminary Plans, dated and stamped "Preliminary" for further review by the Parish and for DOTD's use in developing prints necessary for a complete Plan-in-Hand field inspection with members of DOTD and other interested parties when so named herein at a time and date mutually agreed to in advance by all parties.

5. Subsequent to the Plan-in-Hand inspection, the Consultant shall make such changes in the plans as necessary to reflect agreements reached at this stage and shall show existing or taking lines required for right-of-way, referenced to the centerline of the Project. The Consultant shall then submit revised computer-generated original reproducible of the plans to the Project Coordinator.
6. Specifications for the project shall be in accordance with the latest edition of Louisiana Standard Specifications for Roads and Bridges, amended to comply with the current practices of DOTD.
7. The preparation of estimates of construction contract costs based on estimated quantities developed for the Preliminary Plans.
8. The preparation of all special specifications required and, if necessary, the preparation of a sequence of construction for the project.
9. The preparation of all permit drawings necessary for incorporation into DOTD's application for a permit to cross navigable waterways and wetlands. Such drawings shall be original, reproducible drawings. The format of these drawings shall comply with the U. S. Coast Guard or U. S. Corps of Engineer standards, as the case may be, and shall be subject to the approval of the DOTD Bridge Design Engineer before acceptance.
10. The design standards for this improvement shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways. The format of the plans shall conform to the standards used by DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected.
11. Design for Preliminary Plans shall be done in English units of measurement.

The type and quantity of sheets required from preliminary plans are as follows:

- 1 title sheet
- 1 typical section
- 1 miscellaneous details & general notes
- 1 existing drainage map
- 2 temporary construction signs and sequence of construction
- 3 cross section, earthwork (mainline)
- 2 geometric details
- 2 capacity analysis
- 1 miscellaneous (estimate, P/H, confer, etc.)
- 2 signal sheets
- 2 plan profile sheets (1"=20')

PHASE II: TITLE WORK, PROPERTY SURVEY, AND RIGHT-OF-WAY MAPS

Phase II is subdivided into five main Parts:

Part 1: Title Research Reports

- Part 2: Property Survey
- Part 3: Base Right-of-Way Map
- Part 4: Title Updates
- Part 5: Final Right-of-Way Map

The Consultant will perform Parts 1, 2, 3, 4, and 5 under this contract.

The Parts of Phase II to be performed by the Consultant under this Contract are more specifically described as follows:

Part 1: Title Research Reports: These services shall consist of obtaining necessary Title Research Reports.

The term "Title Research Report" is defined as a report of the ownership of the current property owner(s) with addresses, acquisition data, assessment and tax information, description of the property, conveyances of full ownership, conveyances of other rights (servitudes, leases, restrictions, etc.), existing ROW, recorded plats, and copy of the last acquisition. One original and three copies of the Title Research Report shall be obtained for each parcel and furnished to the DOTD's Real Estate Section.

Part 2: The Property Survey includes all Investigations, Studies, and Field Property Surveys required for the preparation of Base ROW Maps and will commence upon receipt of the written "Notice To Proceed" (NTP) from DOTD. This notice may be issued by the Project Coordinator any time after the establishment of the Final Project Alignment, at the Consultant's convenience, but shall be issued no later than the completion of the Topographic Surveys.

Part 3: The Base ROW Maps will show the adopted project centerline, all existing rights-of-way, limits of construction, appropriate topography (residences, commercial buildings, structures, etc.), parcel line locations and ownerships, and required taking lines, with ties to the adopted project centerline. Individual parcel notes and bounds and precise area calculations are not required at this time, however, the approximate area of each required parcel and remaining area shall be determined and shown on the Base Maps. These Maps shall be in the same standard format and shall form the basis for the Final ROW Maps. Specifically, this work shall be performed in accordance with all principles and objectives set forth in the latest issue of DOTD's Location and Survey Manual, although currently acceptable surveying standards and methods, as approved by the Location and Survey Administrator, may be used. For purposes of a joint review meeting, the Base ROW Maps shall be furnished at approximately 60% completion, and reviewed by a DOTD Team. Appropriate revisions recommended for inclusion in the Final ROW Maps shall be addressed by the Consultant.

Part 4: Title Updates: These services shall consist of obtaining updates of the originally acquired Title Research Reports, if the Reports are more than six months old. These Updates shall be used in the preparation of the final ROW Maps and also by the DOTD's Real Estate Section in acquiring title to the property required for the construction project. One original and three copies of the Title Updates shall be furnished to the DOTD Real Estate Section.

Part 5: Final Right-of-Way Maps Preparation: These services shall include all activities necessary to complete the final ROW Maps and shall be performed in accordance with the

requirements specified in the latest issue of the DOTD's Location and Survey Manual. The Final ROW Maps shall be the Base ROW Maps as described under Item 3 above, and shall also include all revisions recommended by the Joint Review Team, parcel metes and bounds, parcel acquisition blocks, parcel areas, remaining areas, Lambert coordinates of all breaks in the required ROW and P.C.'s and P.T.'s of curves, and shall be accompanied by an electronic file containing the DOTD COGO program input commands for creating parcel descriptions suitable for use by the DOTD's Real Estate Section.

The original and three copies of the Title Research Reports as obtained under Part 1 above, and the original and three copies of all Title Updates as obtained under Part 4 above, shall be furnished to the Location and Survey Administrator along with the final right of way map submittal, to be forwarded to the Real Estate Section.

PHASE III: FINAL PLANS - Phase III of this Contract shall consist of all services required for the preparation of Final Plans, specifications, and estimates, all meeting the standard requirements of DOTD as to general format and content. Specifically, the work under this Phase will consist of the following major items:

1. The design and preparation of complete detailed Final Plans drawn to acceptable scales for the project, which plans shall include designs and/or plans for all grading, drainage, pavement, intersections, and structures. Bar bending details and schedules are to be included in these plans as well as construction limits and the final ROW taking lines. Earthwork cross sections shall also show ROW taking lines and existing utilities.
2. The Consultant shall incorporate all sanitary and storm drainage, when required, into Parish's plans and construction contract. If the Consultant designs the sanitary or storm drainage for others, approval must be obtained from the owner of all such utilities before initiating design for same. If the design is furnished to the Consultant by the Owner for incorporation in the plan assembly, neither the Consultant, the Parish, nor DOTD will be liable for the functioning of sanitary or storm drainage due to its design.
3. The Consultant will compute earthwork mathematically (by computer or otherwise) and provide it to the Parish. Other methods which are not subject to a precise mathematical check will not be permitted. A tabulation of elevations and distances of all break points on the design template will also be provided by the Consultant. DOTD's computer will be available for use by the Consultant in accordance with the DOTD PPM No. 68.
4. The preparation and submittal of construction cost estimates based on the Final Plans.
5. The submittal to the Project Coordinator of original reproducible drawings of the Final Plans for Advanced Check Print (ACP) Review.
6. After ACP's have been reviewed and recommended changes by the Project Manager are incorporated, Final Plans will be submitted accompanied by a properly indexed, neatly arranged, bound copy of all design computations used in developing the pay quantities and the drainage design data for culverts and storm sewers. **The submittal shall be accompanied by a Written Certification from the Consultant specifying that a detailed check of such computations by qualified personnel has been made prior to submission.**
7. Final Plans submitted to the Project Coordinator with the exception of cross section sheets shall be computer-generated original reproducible drawings. Original matte film drawings shall have a matte surface on both sides and shall be of standard thickness.

8. Cross sections shall be plotted on standard plate cross section sheets. The ground line, centerline elevation, and station numbers, as a minimum, shall be drawn in ink with the balance in pencil. (**Orange grid cross section sheets shall not be acceptable.)
9. The outside measure of each plan sheet shall be 22 x 36 inches or 23 x 36 inches with margins measuring not more than 21 inches x 34 inches. Top, bottom, and right hand margins shall be at least ½ inch, and left-hand margin shall be at least 1 ½ inches.
10. Lettering on plans shall be of adequate size to facilitate a 50% reduction of plans.
11. All plans submitted by the Consultant shall conform to the quality standards adopted by DOTD and the DOTD Chief Engineer may reject any plans not conforming to these standards.
12. Design for Final Plans will be done in English units of measurements.
13. If electronic files are used, the Consultant may be required to deliver all electronic design files as part of the final plan package.

SERVICES TO BE PROVIDED BY ST. CHARLES PARISH OR DOTD

In addition to any services previously indicated to be performed by the Parish or DOTD at no cost to the Consultant, the following services and data shall also be provided, if available:

1. As-built plans of the existing roadway
2. Traffic and accident data
3. Soil Survey
4. Typical section design

CONTRACT TIME AND NOTICE TO PROCEED

The services to be performed under this Contract shall be commenced promptly upon receipt of the written Notice to Proceed (NTP) from the Parish. Each task shall be completed in accordance with the following time schedule:

Topographic Survey: shall be completed within 60 calendar days.

Environmental Studies: shall commence concurrently with the topographic surveys, and the services to complete the Categorical Exclusion shall not exceed 120 calendar days, which includes review time.

Preliminary plans: shall commence upon approval of the Environmental Studies, and shall be completed within 120 calendar days, which includes review time.

GENERAL REQUIREMENTS

It is the intent of this Contract that with the exception of the data specifically listed to be furnished by DOTD, the Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the preliminary planning of the Project through the contract plan stage, including any and all work beyond the limits of the Project that may be necessary to make proper connections at the beginning and end of the Project and at intersections. 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.

It is understood that the preparation of Preliminary Plans, specifications and estimates, and all other work required of the Consultant under this Contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of DOTD. Errors and omissions in plans discovered subsequent to final acceptance by DOTD shall be corrected by the consultant at no additional cost. However, if the project's progress can be shown to be jeopardized by any delay associated with the consultant making the corrections, then, DOTD may choose to make the corrections and bill the consultant. The Consultant shall be charged the actual payroll cost for making such corrections plus the applicable overhead cost not to exceed the allowable overhead for the Consultant's firm for this Contract. The option shall rest with DOTD.

Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Project Coordinator a proposed progress schedule in the form of a 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 chart shall be arranged so the actual progress can be shown as the items of work are accomplished. This schedule shall be in a form and arrangement, and include data approved by DOTD. It shall be revised monthly and submitted with other monthly data required. One original and two copies of this schedule shall be submitted to the Project Manager.

COMPENSATION

Compensation to the Consultant for the services rendered in connection with this Contract shall be made on the basis of a non-negotiated lump sum fee of \$93,914 and is subdivided as follows:

Topographic Surveys	\$14,669
Environmental Services	\$17,844
Preliminary Plans	\$61,401

PAYMENT

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the percentage of completed work as shown (if applicable: according to the Project Schedule Bar Chart) in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Phases with estimated percentages for each Phase, and c) be of a form and with a division of items as approved by DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the (FARS), as appropriate.

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

The original and five copies of the invoice shall be submitted to the Project Coordinator. The invoice must be signed and dated, as covered under the "Contract Identification" section of this Contract, by a principal member of the Consultant's firm.

Upon receipt and approval of each invoice, the Parish shall pay the amount shown to be due and payable within 30 days.

CONTRACT CHANGES

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

If DOTD agrees that the required work is necessary and warrants additional compensation, the Contract shall be changed by a **Supplemental Agreement** or by an **Extra Work Letter**. An Extra Work Letter is a special and simplified case of the Supplemental Agreement. It is used to expedite changes to the contract when the additional compensation is small and the work does not constitute a change in scope. The cumulative value of all Extra Work Letters can at no time exceed 10% of the cumulative value of all contract compensation exclusive of Extra Work Letters (original contract compensation plus all supplemental agreements).

The Consultant shall not commence any additional work requiring extra compensation until one of the situations described above under "Contract Changes" has been mutually agreed to by the DOTD and the Parish, executed and authority to proceed has been given by the Parish.

The Parish shall not authorize any additional services or execute Supplemental Agreements to this Contract, without obtaining the written approval of DOTD's Consultant Contract Services Administrator. For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to formal notification from DOTD that FHWA Authorization has been received. **Any costs incurred prior to such DOTD approval and FHWA authorization shall not be compensable.**

OWNERSHIP OF DOCUMENTS

All data collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become, and be the property of the Parish. The Parish shall not be restricted in any way whatever in its use of such material.

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

DELAYS AND EXTENSIONS

The Consultant shall be given an extension of time for delays beyond its control or for those caused by tardy approvals of work in progress by various official agencies. If, at any time, the Contract time plus any delays for any individual Phase is or shall be exceeded by twelve (12) months due to delays beyond the Consultant's control or for those caused by tardy approvals of work in progress by various official agencies, this shall be cause for review of Contract compensation. If, in the opinion of the Parish or DOTD, circumstances indicate a need for additional compensation, the compensation stipulated herein for work accomplished after the delay period shall be addressed. Subsequent Phases shall also be considered as delayed. It shall be the responsibility of the Consultant to request additional compensation promptly in writing and no compensation adjustment shall be made for work performed prior to such request.

PROSECUTION OF WORK

General - The Consultant shall provide sufficient resources to insure completion of the project in accordance with the project scope and within the contract time limit.

Disqualification - The progress of the work shall be determined monthly, with the submission of an invoice and progress schedule to DOTD. For any phase, the project shall be considered **on schedule** if the percentage of the total work complete is equal to or greater than the percentage of contract time elapsed. If the ratio of percentage of work complete to percentage of time elapsed is less than .80, the Consultant shall be notified in writing that he is delinquent and shall be subject to disqualification if the ratio falls to .75. Additional warnings may be issued at the discretion of the Project Coordinator. If the above ratio falls to .75, the Consultant shall be notified in writing by the Project Coordinator that he is in a state of **Disqualification**. During the period of disqualification, the Consultant shall not be awarded additional contracts nor shall he be approved as a sub consultant on contracts. The period of disqualification shall continue until the completed work on the contract is not delinquent by more than the foregoing percentages or until all work on the contract has been satisfactorily completed.

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

Appeal of Disqualification - If the Consultant believes that the assignment of **Disqualification** status is unjust, he may submit a written appeal to the DOTD Chief Engineer. Upon consideration of the arguments provided in the appeal and any other relevant information, the Chief Engineer shall render a binding decision.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon the parties hereto until the work has been completed and accepted by the Parish, DOTD, FHWA, and all payments required to be made to the Consultant have been made. However, this Contract may be terminated under any or all of the following conditions:

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

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

Should the Parish desire to suspend the work, but not definitely terminate the Contract, this may be done by thirty calendar days notice given by the Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt by the Consultant from the Parish of thirty calendar days notice in writing to that effect.

INSURANCE REQUIREMENTS

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

INDEMNITY

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

ERRORS AND OMISSIONS

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of the Consultant under contract shall meet the standard requirements

as to general format and content, and shall be performed to the satisfaction and approval of 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 any causes of action arising out of or in connection with the performance of this contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the consultant. Ideally, errors or substandard work shall be revealed during normal work reviews. In such cases, the work should be returned for correction and payments withheld until delivery of an acceptable product. The consultant shall, without additional compensation, also correct or revise any deficiencies discovered subsequent to final acceptance by DOTD in its designs, plans, drawings, specifications or other services, resulting from any negligent act, or omissions by the consultant. If the project schedule necessitates that DOTD staff make corrections due to oversight, errors or omissions by the consultant, the consultant shall be responsible for reasonable cost incurred by DOTD to make the corrections. Consultant shall be charged the actual payroll cost for making such corrections plus the applicable overhead cost not to exceed the allowable overhead for the Consultant's firm for this contract. In addition to costs that may be necessary to make corrections to the plans, the Consultant (or his insurer) shall be responsible for costs to correct design errors during construction.

PROGRESS INSPECTIONS

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 the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work for DOTD inspection. The Consultant shall confer with DOTD and such other parties and from time to time shall, upon request, submit sketches illustrating significant features of the work for interim approval.

CLAIM FOR LIENS

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

COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State, and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract. Specific reference is made to Act No. 73 of 1950 of the State of Louisiana, an act to regulate the practices of engineering and land surveying.

COMPLIANCE WITH CIVIL RIGHTS ACT

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972;

the Age Act of 1972, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred in writing to the Parish representative [title and name] or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract.

COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any compensation, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the Parish shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

SUBLETTING, ASSIGNMENT OR TRANSFER

This Contract, or any portion thereof, shall not be transferred, assigned or sublet without the prior written consent of the Parish. In the event the Consultant does elect to sublet any of the services required under this Contract, it must take affirmative steps to utilize disadvantaged (DBE/) sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified DBE on solicitation lists.
2. Assuring that DBE are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
4. Where the requirement permits, establishing delivery schedules which shall encourage participation by DBE.

5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENT

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

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

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

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

COST RECORDS

The Consultant and its Sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be in accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extenso. The FARS are available for inspection through www.transportation.org. Records shall be retained until such time as an audit is made by DOTD or the Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by the *[Parish City], DOTD and/or Legislative Auditor and the FHWA or General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this contract and copies thereof shall be furnished if requested.

ENDORSEMENT OF PLANS

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

SUCCESSORS AND ASSIGNS

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

TAX RESPONSIBILITY

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Deanne Lauszi
Witness for First Party

Allison Duppe
Witness for First Party

Design Engineering, Inc.

BY: [Signature]

Walter Baudier

Typed or Printed Name

TITLE: President

72-1012573

Federal Identification Number

Barbara Jean Tucker
Witness for Second Party

Valarie Berthelot
Witness for Second Party

STATE OF LOUISIANA
ST. CHARLES PARISH

BY: Albert D. Lag
Parish President

FHWA Fee Package Approval Date: _____

FHWA Authorization Date: _____