

RESOLUTION NO. 2301

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION (SWLA-RPC) FOR LOUISIANA PLANNING DISTRICT 5 AND THE POLICY COMMITTEE OF THE METROPOLITAN PLANNING ORGANIZATION (MPO) AUTHORIZING THE EXECUTIVE DIRECTOR MICHAEL HOLLIER TO ENTER INTO A PLANNING GRANT AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR MPO PLANNING SERVICES 2025-2026.

WHEREAS, the Board of Directors of the Southwest Louisiana Regional Planning Commission and the Transportation Policy Committee of the Lake Charles Metropolitan Planning Organization have need to expand and further evaluate transportation improvements through the planning process; **AND**

WHEREAS, the Commission has budgeted and dedicated necessary resources in conjunction with the contract agreement to meet needs of the MPO Planning Scope of Work; **AND**

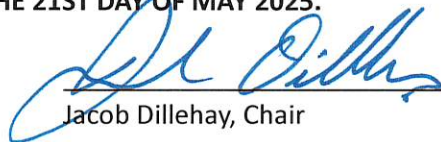
WHEREAS, the Transportation Policy Committee has considered and expressed support for the work tasks identified in the Unified Planning Work Program (UPWP); **AND**

WHEREAS, the Commission agrees to comply with all State and Federal regulations for contracts which they enter into; **AND**

WHEREAS, the Commission has the authority by State statute to enter in and carry out State and Federal contracts;

NOW THEREFORE BE IT RESOLVED BY THE SOUTHWEST LOUISIANA REGIONAL PLANNING COMMISSION BOARD OF DIRECTORS AND THE METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION POLICY COMMITTEE HEREBY AUTHORIZES EXECUTIVE DIRECTOR MICHAEL HOLLIER TO ENTER INTO A PLANNING GRANT AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR SWLA-RPC MPO PLANNING SERVICES IN 2025-2026 UNDER STATE PROJECT CONTRACT NUMBER PL H.972582.1 BEGINNING JULY 1, 2024, WHICH IS ATTACHED AND MADE A PART OF THIS RESOLUTION.

THIS RESOLUTION BEING APPROVED AND ADOPTED ON THE 21ST DAY OF MAY 2025.


Jacob Dillehay, Chair

ATTEST: 

I hereby certify that the above and foregoing is true and exact extract from the minutes of a meeting of the Southwest Louisiana Regional Planning Commission (SWLA-RPC) held on May 21, 2025, at which a quorum was present and voting, all as shown by the records of the said meeting in the Minutes Book of said Commission.


Mayor Hal McMillin, Chair
Transportation Policy Committee

Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fx: 225-379-1851



June 30, 2025

Mr. Mike Hollier, Director
Southwest Louisiana Regional Planning Commission
4310 Ryan Street, Suite 330
Lake Charles, Louisiana 70605

RE: Original Agreement
State Project No. H.972582.1
F.A.P. No. H972582
Contract of Metropolitan Planning
Lake Charles Metropolitan Area



Dear Mr. Hollier:

Enclosed is one fully executed original of a contract dated June 30, 2025 between the Department of Transportation and Development and Southwest Louisiana Region Planning Commission. You are authorized to commence services covered by this contract effective July 1, 2025.

Mrs. Sarah Moss, Statewide Planning Engineer, Office of Transportation Planning, will coordinate this contract for the Department. All correspondence regarding this contract should be submitted to her and must have the captioned project number shown. Please submit all invoices electronically to Juana.Domingue@la.gov. If you have any questions, you may contact her at 225-242-4550.

Sincerely,

Connie Guidroz
DOTD Program Specialist 5
Office of Planning

Enclosed

C: Ms. Melinda Roberson, FHWA
Ms. Laura Phillips, FHWA
Ms. Tracie Eisworth, Financial Services
Mr. Seth Woods, District Administrator
Ms. Paula Roddy, Compliance Programs
Ms. Barbara Aguillard, Attn: James Street
Ms. Sarah Moss, Transportation Planning
Consulting Contracts Services

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

**STATE PROJECT NO. H.972582.1
FEDERAL AID PROJECT NO. H972582
CONTRACT FOR METROPOLITAN PLANNING
LAKE CHARLES METROPOLITAN AREA**

THIS CONTRACT, made and entered into this 30th day of June, 2025, by and between the **Department of Transportation and Development**, hereinafter referred to as "**DOTD**," and the **Southwest Louisiana Regional Planning Commission**, a public agency responsible for metropolitan planning in the Lake Charles urbanized area, hereinafter referred to as the "**MPO**";

WITNESSETH; That;

WHEREAS, the MPO has been designated by the Governor of the State of Louisiana as the recipient agency of the funds from the Lake Charles urbanized area in order to fulfill the requirements of Section 134 of Title 23, U.S.C.; and

WHEREAS, a formula has been developed by the DOTD and approved by the Federal Highway Administration, hereinafter "FHWA," to apportion these funds equitably among the eligible urbanized areas within the State of Louisiana; and

WHEREAS, the DOTD, with the assistance of the FHWA, desires to engage the MPO to undertake the coordination of a program to provide specific data regarding the "Continuing Phase" of the planning process utilizing these planning funds (hereinafter, sometimes referred to as the "Project");

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

PROJECT IDENTITY:

For purposes of identification and record keeping, **State Project No. H.972582.1** and **Federal Project No. H972582** has been assigned to this contract. These project numbers shall identify all correspondence, invoices, progress reports, and other such submittal to the DOTD in connection with this contract.

SCOPE OF CONTRACT SERVICES:

The Project objectives and the general scope of services to be undertaken or coordinated by the MPO under this contract are as specified in the **2025-2026 Unified Planning Work Program** and is made a part hereof and incorporated herein by reference.

The MPO shall utilize all available facilities and personnel within its own organization and/or by subcontract with another public agency, comprising not less than 50 percent of the total contract

price except for specialized services as provided elsewhere herein and shall furnish all materials for the undertaking of this Project in order to complete said project within the time limit hereinafter given.

Should the need arise during the progress of the work for the purchase of any non-expendable equipment or instrumentation, other than that specifically included in the MPO's proposal, prior approval for its purchase as an item or items of the project cost must be obtained from the DOTD and the FHWA.

All matters relating to this contract shall be in accordance with the latest versions of the DOTD's Metropolitan Planning Organization Guidelines for UPWP's and DOTD's MPO Guidelines for UPWP Progress Reports and Annual Performance & Expenditure (P&E) Reports.

All matters relating to this contract will be processed through a project manager and a project coordinator who will be identified in the "Notice to Proceed" with the work.

SPECIALIZED SERVICES:

Specialized services are considered to be those items and services not ordinarily furnished by the MPO that are required to fulfill the requirements of this contract. The MPO will be required to make the necessary arrangements to obtain such services and the cost of such services may be deducted from the total contract price before computing the amount of work required to be performed by the MPO with its own organization.

The specialized services shall be itemized in the proposal to the extent that they are determinable. Any subcontract work planned shall also be itemized in the proposal.

After the contract is executed, any additional specialized services or subcontract work required shall have the prior written approval of the DOTD and the FHWA.

All subcontracts entered into by the MPO in order to complete the work undertaken for this contract shall be subject to the provisions contained in this contract.

It is national policy to award a fair share of contracts to small and disadvantage business firms. Accordingly, affirmative steps must be taken to assure that small and disadvantage businesses are utilized when possible as sources of supplies, equipment and services. Affirmative steps shall include those provided under the SUBLETTING ASSIGNMENT OR TRANSFER portion of this contract.

FINAL REPORT

A final report (annual P&E report) documenting performance and expenditures will be submitted to the project manager no later than 90 days after the end of reporting period. The final report must contain the minimum requirements per 23cfr420.117(b)(1).

NOTICE TO PROCEED:

The period of performance, the time during which the MPO may incur new obligations to carry out the work of this contract, is **July 1, 2025 through June 30, 2026**.

The MPO shall proceed with the work specified under this contract effective **July 1, 2025**. Each month thereafter the MPO shall prepare progress reports for the Project reflecting in detail the status of the work and submit said report to the project coordinator. A monthly invoice along with the monthly progress report shall be submitted to the project coordinator as provided hereinafter under PARTIAL AND FINAL PAYMENTS.

CONTRACT TIME:

This contract terminates on **June 30, 2026**. The services to be performed under this contract are to be completed by **June 30, 2026**. The MPO is required to submit all eligible incurred costs and required performance and financial reports or Project records specified in this contract **within 45 days after the termination of this contract**.

COMPENSATION:

Compensation for the services performed under this contract will be based on the actual costs incurred by the MPO with a maximum limitation of **(\$493,112.75)**. The DOTD is obligated to pay 100% of costs associated with MPO complete streets planning activities subject to a maximum limitation of **(\$8,449.00)**. The DOTD is obligated to pay 80% **(\$387,731.00)** of the remaining costs **(\$484,663.75)** associated with MPO planning activities in the metropolitan planning areas and the MPO is required to pay the 20% balance **(\$96,932.75)**. Therefore, all invoices submitted for payment shall reflect the total amount due as of the date of the invoice with a deduction of the MPO's share of such costs. Invoicing and compensation shall be in accordance with the latest version of DOTD's Metropolitan Planning Organization Guidelines for UPWP Billing.

For all revisions to the Unified Planning Work Program, the MPO shall provide the project manager the updated version of the UPWP, documenting and incorporating the revision, within fourteen (14) days of the revision approval by the decision-making body for the MPO.

Payments for direct labor expenses will be based on itemized direct salary cost. The allowable costs for both MPO and its subcontractors shall be in accordance with the cost principles and procedures set forth 2CFR200, Subpart E.

Payments for direct expenses not covered as an item of overhead and for specialized services will be based on certified invoices reflecting the direct cost to the MPO with no overhead for handling. It shall be understood that prior written approval must be obtained from the DOTD prior to the engagement of MPO's for specialized services. Also it will be necessary to submit a breakdown of the MPO's overhead and payroll additive rates for prior approval.

If the services are conducted in the MPO's own facilities, a charge for office space is not eligible as a direct cost. When additional space, special equipment, or facilities are required, the actual costs incurred by the MPO for these items when rented are eligible for reimbursement, provided such rental costs are authorized by the contract as a direct cost item. The MPO hereby certifies that items of equipment included in direct cost have been excluded from the indirect costs.

Each item of equipment and/or material purchased for this project shall include: (1) Voucher Number; (2) Date of Purchase; (3) Agency from which purchase was made; (4) Description of the equipment and/or supplies; (5) Number of items and cost per item; and (6) Amount charged to the project. Rental charge shall include the period covered and the amount charged to the project. Payments shall not be made for repairs of equipment owned and normally maintained by the MPO.

All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations (PPM No. 49) found at: <http://www.doa.la.gov/Pages/osp/travel/travelpolicy.aspx>

Charges for trips made in connection with the project shall be claimed by showing the following: (1) Person making the trip (2) Indication as to what the charges are, such as per diem, car mileage and rate, and (3) Amount charged to the project. The cost of unforeseen travel, not specifically stated in this contract, or any out of state travel, whether shown in the proposal or not, will not be considered as an item eligible for reimbursement unless prior approval for such travel is given by the DOTD.

The maximum limitation specified herein may be revised in the event of changes in the scope, complexity or character of work but only upon receipt of the prior written approval of the DOTD.

As per 2 CFR 200, the MPO may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An MPO that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10 % of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as MPO chooses to negotiate for a rate, which the MPO may apply to do at any time. Once the Indirect Cost Rate is approved by DOTD Audit Section, it will be added as an appendix to the contract.

COST DISBURSEMENTS:

The MPO shall render invoices monthly for disbursement, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of MPO. Upon receipt of each disbursement requested, MPO is required to tender payment for the invoiced cost and within sixty (60) days from receipt of payment from DOTD, MPO will

provide proof of said payment. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs have been determined, adjustments will be made so that the amount of participation in these items will not exceed the percentages outlined in Article II.

The MPO shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the MPO's noncompliance with Federal and State laws and/or regulations. The cited amounts reimbursed by the MPO will be returned to the MPO upon clearance of the citation(s).

Should the MPO fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the MPO will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment.

The participation by the DOTD and the FHWA in the project shall in no way be construed to make the DOTD or the FHWA a party to the contract between the MPO and its contractor.

PARTIAL AND FINAL PAYMENTS:

Payments to the MPO for services rendered will be made at least monthly based on a certified and itemized invoice detailed to show the names of employees, their classifications and rates of pay, the time worked and the various surcharges added to the payroll. The certified and itemized invoice (of a form acceptable to the DOTD) shall show the total amount earned to the date of submission and the amount due and payable as of the invoice.

The original of the itemized invoice shall be submitted to the project coordinator.

Payments for direct expenses chargeable and identifiable to this specific contract will be based on certified invoices reflecting the direct cost to the MPO's firm. Direct expenses will be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead figures.

Upon receipt and approval of each invoice the DOTD shall pay the amount shown to be due and payable within thirty (30) days.

An independent financial audit will be required in accordance with 2CFR200, Subpart F, including responsibility for adherence of subcontractors, to be submitted to the Department of Transportation and Development, within 90 days, but no later than 12 months after final contract date.

CONTRACT CHANGES:

Occasionally, during the course of the project, it becomes necessary to affect certain changes and/or modifications in the original proposal statements. All such changes in budget, time, personnel, objective and scope shall be justified by the MPO and submitted to the DOTD and the FHWA DOTD for approval.

Any extension in the scope of services required under this contract or increases in the contract cost will require a fully executed supplemental agreement to this contract. The supplemental agreement will establish the extent of changes, extensions, and modifications and the compensation.

OWNERSHIP OF DOCUMENTS:

All data sources collected by the MPO and all documents, drawings, tracings and files collected or prepared in connection with this work will be available for examination by the DOTD and the FHWA. The MPO will also make available to the DOTD, in summary form, all updated planning data. The data source documents must be retained by the MPO for a period of three (3) years; however, prior to the disposal of any data the MPO shall obtain the prior written approval of the DOTD.

DELAYS AND EXTENSIONS:

The MPO will 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, in the opinion of the DOTD's Secretary, circumstances indicate a need for renegotiation, the fees stipulated herein for work accomplished after the delay period will be subject to re-negotiation. It will be the responsibility of the MPO to request renegotiation promptly and no fee adjustment will be made for work performed prior to such request.

DATA COLLECTION

The following provisions shall govern when collecting traffic data for this project

- (1) Traffic counts shall not be conducted during holidays, annual festivals, Mardi Gras, or other abnormal traffic/inclement weather conditions. School zone traffic factors into the count data; therefore, the counts shall take place when school is in session, unless otherwise approved by the DOTD Data Collection Section.
- (2) Volume and Vehicle Classification counts shall be performed on the same week or at the same time if possible.

- (3) Adhere to the provisions of 2016 LA DOTD Traffic Monitoring Manual, Chapter 4.0: Site Selection for Road Tube Placement and the FHWA 2016 Traffic Monitoring Guide (at least Chapter 3).
- (4) The MPO must utilize a raw traffic data file format that is compatible with the Traffic Server operated by the DOTD and certified as a current version of traffic data management software. The DOTD may require the MPO to use any acceptable or approved upload procedure to transmit the raw traffic data files to the DOTD. The data file format certification process and the upload procedure is provided by current software vendor hosting DOTD traffic data to the MPO free of charge.
- (5) Routine volume monitoring sessions data provided shall include the nominal traffic volume, and the latitude and longitude coordinates of the site obtained by global positioning system (GPS) technology and recorded during the monitoring session at each site designated and identified by a station number. The nominal traffic volume shall be based on the number of axles recorded assuming 2 axles per vehicle. Sites located on divided highways and other locations agreed to in advance will require two installations, one for each direction of traffic. For each of these sites, the monitoring sessions will be simultaneous and the nominal traffic volume data will be reported by direction (North/South or East/West). The data shall be uploaded regularly as the work is completed, such that, in general, the monitoring sessions reported in a submittal are no more than approximately one month old.
- (6) 48-hour traffic counts must:
 - (a) Be conducted on all approaches to the intersection and the data collected in 15-minute intervals and submitted in approved electronic format.
 - (b) Have a 48-hour vehicle classification monitoring session that shall be conducted in both directions on the highest volume approach to the intersection, collected in 15-minute intervals and submitted in an approved electronic format. Classification counts shall include the percent of each vehicle type as defined by FHWA Traffic Monitoring Guide.
- (7) 15 minute counts with demand volumes included (Peak Hour Counts):
 - (a) May be requested during morning, midday, and evening peak hours at intersections, median opens, and driveways.
 - (b) The terminology "with demand volumes included" requires the MPO to use procedures described in The Manual of Transportation Engineering Studies, 2nd Edition to determine arrival volumes. Arrival volumes shall be recorded when the demand exceeds the capacity and queues develop. Queues will develop when the intersection/driveway/median opening

becomes saturated. Arrival volumes can be approximated by relating the departure count to the number of vehicles in the queue.

- (8) Monthly electronic upload of collected traffic data onto the DOTD Traffic Data Management System (TDMS) in a timely/routine fashion is expected.
- (9) A detailed description of the type of sensors including the name and manufacturer of the traffic monitoring equipment to be used is to be provided to DOTD.
- (10) The DOTD requires the MPO to develop or have developed a Quality Assurance /Quality Control program to reasonably assure the collecting and reporting of accurate and quality traffic data. The MPO must also reasonably assure good quality data and minimally adhere to the TMG standards and guidelines required for collecting and reporting traffic monitoring data.

SAFETY DATA

The following provisions shall govern the use of safety data for this project.

- (1) The MPO shall be provided use of the DOTD Crash Information System including annual Network Screening Lists and other data analysis products for the designated region by digital download and/or access to the Louisiana Crash Tool hosted by the Center for Analytics in Transportation Safety (CARTS).
- (2) Crash data and products are confidential and protected by law from disclosure except under limited circumstances. The MPO agrees to comply with all State and Federal laws, rules, regulations, and guidelines applicable to the disclosure of this information, including but not limited to, Louisiana Revised Statutes 32:397.1 and 32:398, and 23 U.S. Code § 407. The MPO, its employees, agents, servants, and assignees, shall not publish, in any manner or form, whether verbal or written, information that is protected from disclosure, including but not limited to, the names of crash victims, drivers, occupants, owners of vehicles, and specific crash locations without prior written approval from DOTD.
- (3) The DOTD shall deny approval whenever it determines that publication or presentation of any such reports or materials will interfere with or diminish the confidential nature of the reports, documents, data or materials, and/or will interfere with the privacy rights of others.
- (4) All financial, statistical, personal, technical, and other data and information relating to the DOTD's operations which are designated confidential by the DOTD in writing and made available to the MPO in order to carry out this project, or which become available to the MPO in carrying out this project, shall be protected by the MPO from unauthorized use and disclosure.

- (5) The DOTD shall be given an opportunity to review work products using safety data and the MPO shall provide final work products as they are completed when so requested.
- (6) The DOTD is not responsible for any errors existing in the data or for any errors arising from alterations that the MPO may make to the data.
- (7) Safety data is only to be used for the above referenced project. Sale, distribution, or any other use of this data is strictly prohibited.
- (8) In using this data for any purpose, including but not limited to any printed material, the MPO will print the corresponding citation and following disclaimer prominently in every location the data is published within all work products:
 - a. This document and the information contained herein, is prepared for the purpose of identifying, evaluating, and planning safety improvements on public roads, which may be implemented utilizing federal aid highway funds. This information shall not be subject to discovery or admitted into evidence in Federal or State court pursuant to 23 U.S.C. 407.
- (9) The MPO will also include the citation and disclaimer in any publication using this data in any format including but not limited to slide presentations, maps, data booklets, studies, and reports. Any digital planning data produced using this data will be supplied at no cost and in the format requested to the DOTD upon request.

PUBLICATION OF PAPERS, FORMS, REPORTS AND MATERIALS:

The following provisions shall govern publication of resultant data from this project.

- (1) The MPO will be permitted to copyright any papers, forms, reports or other material developed as a part of this contract; however, the MPO agrees to and does hereby grant to all State Highway and/or Transportation Departments and the United States Government an irrevocable, non-transferable, royalty-free right to the use and disposition of all such items developed as a part of the work under this contract.
- (2) Either party to this contract, or the FHWA, may initiate a request for publication of the final or interim reports, or any portions thereof.
- (3) Both parties of the contract shall have equal responsibility to review and approve material or publication, except that the DOTD reserves the right to initially publish the final report. No interim reports may be published by the MPO without the written agreement of the DOTD and the FHWA.
- (4) After acceptance of the final report, the MPO, DOTD and the FHWA are free to

use the data and results without restriction. Whenever the MPO uses the data and the results, due credit will be given to the DOTD and the FHWA.

- (5) All reports published by the DOTD and/or the MPO shall contain a disclaimer statement similar to the following: "The contents of this report reflect the views of the author(s) who is (are) responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views of policies of the State or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation."
- (6) Publication by either party shall give credit to the other party and to the FHWA unless, due to failure of agreement on any report of the study, the FHWA or either of the parties to this contract requests that its credit acknowledgment be omitted.

PATENT RIGHTS

The MPO shall be subject to the provisions of 37 CFR Part 401 governing patents and inventions and the following provisions.

The parties to this contract hereby mutually agree that if patentable discoveries or inventions should result from the MPO's work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the MPO. However, the MPO agrees to and does hereby grant to all State Highway and/or Transportation Departments and the United States Government an irrevocable, non-exclusive, nontransferable and royalty-free license to practice each invention in the manufacture, use and disposition, according to law, of any article or material, and the use of any method that may be developed as a part of the work under this contract.

The costs of preparing disclosures, reports and other documents that may be required in the performance of the work, and of searching the art to the extent necessary to make such invention disclosures, are allowable for reimbursement to the MPO. The costs of preparing documents relating to patents and any other patent costs in connection with the filing of a patent application, where title is conveyed to the Government, are also allowable for reimbursement.

Royalties on a patent or amortization of the cost of acquiring a patent or invention of rights thereto, necessary for the proper performance of the contract and applicable to tasks or processes thereunder are allowable for reimbursement unless (1) the Government has a license or the right to free use of the patent; (2) the patent has been adjudicated to be invalid or has been administratively determined to be invalid; (3) the patent is considered to be unenforceable; or (4) the patent has expired.

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 DOTD and all payments required to be made to the MPO have been made but 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 DOTD as a consequence of the failure of the MPO 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 MPO.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By satisfactory completion of all services and obligations described herein.
5. By the DOTD giving thirty (30) days' notice to the MPO in writing and paying for all previously completed work.

If the termination is made by the DOTD under condition 5 after work has started, the MPO will be paid for all direct expense incurred and for all services rendered on the basis of its certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll additives and overhead.

Upon termination, the MPO shall deliver to the DOTD a report in complete detail of all findings and all obtained data for the DOTD's use as well as all records of the work compiled to the date of termination and the DOTD shall pay in full for all work accomplished up to the date of termination. Should the DOTD desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days' notice given by the DOTD in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the DOTD of sixty (60) days' notice in writing to that effect.

PUBLIC LIABILITY:

The MPO shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the MPO, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. MPO shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

CLAIM FOR LIENS:

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

contract.

COMPLIANCE WITH LAWS:

The MPO 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.

COMPLIANCE WITH CIVIL RIGHTS ACT:

The parties agree to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment 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 Fair Housing Act of 1968, as amended; 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 their respective employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disabilities, or age in any matter relating to employment.

Any act of discrimination committed by the MPO 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 to the DOTD's Assistant Secretary of the Office of Planning for determination, whose decision in the matter shall be final and conclusive on the parties to this contract.

COVENANT AGAINST CONTINGENT FEES:

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

No 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:

In the event the MPO elects to subcontract any portion of this contract, the MPO shall notify the DOTD of this intent in writing and shall furnish the DOTD with the name and qualifications of the proposed subcontractor. The proposed subcontract shall be deemed acceptable to and approved by the DOTD unless the DOTD advises the MPO to the contrary in writing within ten (10) days following the receipt of such notice by DOTD. In the event the MPO does elect to sublet any of the services required under this contract, it must take affirmative steps to utilize small business and disadvantaged/women owned business sources of supplies, equipment, construction, and services.

Affirmative steps shall include the following:

- (a) Including qualified small and disadvantaged/women businesses on solicitation lists.
- (b) Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and disadvantaged/women business participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by small and disadvantaged/women business.
- (e) Using the service 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 MPO is encouraged to procure goods and services from labor surplus areas.

DBE REQUIREMENTS:

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in (49 CFR Part 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

The MPO or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The MPO or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The MPO or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this contract and, after notification by DOTD, may result in termination of this contract by DOTD or other such remedy as DOTD deems appropriate.

The MPO or its contractor shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the MPO or its Contractor.

COST RECORDS:

The MPO and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project in accordance with 48 CFR Part 31 of the Federal Acquisition Regulations, as modified by DOTD audit guidelines in effect on the date of the audit being conducted, which are incorporated herein by reference as if copied in extenso, and available for inspection or copying in the office of the DOTD Audit Director, and shall make such materials available at their respective offices at all reasonable times during the contract period. Such records shall be retained until such time as an audit is made by DOTD or the MPO is released in writing by DOTD's Audit Director, at which time the MPO may dispose of such records.

The MPO shall, however, retain such records for a minimum of five (5) years from the date of payment of the last estimate under this contract or the release of all retainage for this contract, whichever occurs later, for inspection by the DOTD and/or Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors, the FHWA and/or the US General Accounting Office (GHO) under State and Federal Regulation as of the date of this contract and copies thereof shall be furnished if requested.

SUCCESSORS AND ASSIGNS:

This contract shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns.

TAX RESPONSIBILITY:

The MPO hereby agrees that the responsibility for payment of taxes on the payments received under this contract shall be his obligation.

FEDERAL PROVISIONS:

The MPO agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR, Part 420, Subpart A, Appendix A,

which is incorporated herein by reference.

SEVERABILITY:

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

VENUE:

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

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

**SOUTHWEST LOUISIANA REGIONAL
PLANNING COMMISSION**

BY: Michael Hollier

Michael Hollier

Typed or Printed Name

Executive Director

Title

72-0723511

Federal Identification Number

PGDGM1K52ED5

Unique Entity ID Number (SAM)

20.205

CFDA Number

310001726

Vendor Number

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

BY: Shirley J. ...
Secretary

RECOMMENDED FOR APPROVAL:

BY: Cornie Breaux
Assistant Secretary
Office of Planning

June 26, 2024

Audit Memorandum No. 24-1011

Southwest Louisiana Regional Planning Commission
4310 Ryan St. Suite 330
Lake Charles, LA 70605

Attn: Michael Hollier
Executive Director

Re: Indirect Cost Rate Proposal
Prepared By: Southwest Louisiana Regional Planning Commission

We have reviewed the above referenced indirect cost rate proposal requesting approval of the rate of 38.73% for FY 2025 - 2027 contracts.

Based on our review, we find the proposed rate of 38.73% is acceptable for use by the Louisiana Department of Transportation and Development.



Mark W. St. Cyr
Audit Director

MWS:ARB:ch

c: Connie Guidroz
Michelle Horne
Paulette Territo