

RESOLUTION NO. 2310

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 HOLLIERTO 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 80 10 26 BEGINNING JULY 1, 2025, WHICH IS ATTACHED AND MADE A PART OF THIS RESOLUTION.

THIS RESOLUTION BEING APPROVED AND ADOPTED ON THE 18TH DAY OF JUNE 2025.

ATTEST:

A handwritten signature in blue ink, appearing to read "Michael Hollier", written over a horizontal line.A handwritten signature in blue ink, appearing to read "Jacob Dillehay", written over a horizontal line.
Jacob Dillehay, Chair

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 June 25, 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.

A handwritten signature in blue ink, appearing to read "Hal McMillin", written over a horizontal line.
Mayor Hal McMillin, Chair
Transportation Policy Committee

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

**STATE PROJECT NO. PL 80-10-26
PUBLIC TRANSPORTATION REGIONAL TRANSPORTATION PLANNING
SERVICES
CATALOG OF FEDERAL DOMESTIC ASSISTANCE NOS. 20.505**

THIS CONTRACT, made and entered into this _____ day of _____, 2025, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD," and **Southwest Louisiana Regional Planning Commission**, a public agency responsible for transportation planning in the **Calcasieu** urbanized area;

WITNESSETH: That;

WHEREAS, 49 U.S.C. 5303, as amended, provides funds for planning assistance to urbanized areas; and

WHEREAS, the DOTD has received transportation planning funds from the Federal Transit Administration (FTA) for urbanized areas; and

WHEREAS, the Southwest Louisiana Regional Planning Commission hereinafter referred to as "Contractor," is agreeable to rendering regional transportation planning services for DOTD as set forth hereinafter on an actual cost basis;

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

ARTICLE I: PROJECT IDENTIFICATION

State Project Number **PL 80-10-26** has been assigned to this Contract for identification purposes. All correspondence, invoices, progress reports, etc., submitted to DOTD in connection with this Contract shall be identified by the project number.

ARTICLE II: SCOPE OF CONTRACT SERVICES

The work to be undertaken in this contract shall consist of the work tasks specified in the Contractor's Unified Planning Work Program (UPWP) for **FY 2025/2026**, herein incorporated through reference and made an integral part of this Contract. The above work tasks are general in scope and the final determination of the completeness of each task will be determined by the Project Manager. All matters relating to this Contract will be processed through a "Project Manager" who will be identified in the "Notice to Proceed" with the work.

All matters relating to this Contract shall be in accordance with the latest versions of DOTD's Metropolitan Planning Organization (MPO) Guidelines for UPWP's and the DOTD's MPO Guidelines for UPWP Progress Reports.

ARTICLE III: PERIOD OF PERFORMANCE

The financial assistance as provided for herein shall apply to the actual cost incurred by the Contractor during the period of **July 1, 2025 to June 30, 2026**.

Each month, the Contractor shall prepare progress reports for the Project, reflecting in detail the status of the work, and submit said report to the Project Manager along with the billing statement as provided hereinafter under ARTICLE V: REIMBURSEMENTS.

ARTICLE IV: COMPENSATION

Compensation for the services performed under this Contract will be based on reimbursement of the actual cost incurred by the Contractor, with a maximum limitation of **\$93,730.00** DOTD will reimburse the Contractor eighty (80%) percent of the actual cost associated with planning assistance in urbanized areas subject to a maximum federal reimbursement of **\$74,984.00** and the Contractor is obligated to pay the balance.

Payment for the Contractor's direct labor expense will be based on itemized direct salary costs plus an applicable percentage rate to cover estimated fringe benefits and overhead. Payments for direct expenses not covered as an item of overhead will be based on receipt of a certified billing statement reflecting the direct cost to the Contractor with no override for handling. The allowable costs shall be in accordance with the cost principles and procedures set forth in Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures for State and Local Governments.

All costs charged to the project shall be supported by applicable documentation which is to be retained by the Contractor in the official project file. Such documentation shall include copies of employee time sheets and invoices for other direct costs (telephone, materials, travel expenses, etc.) charged to the project. The official project file, subject to inspection and audit by DOTD and/or the Legislative Auditor, the FTA, the U.S. General Accounting Office, or other federal agency, shall be retained for a period of three (3) years from the date of project completion, as determined by DOTD.

The maximum federal reimbursement specified herein may be revised in the event of changes in the scope, complexity, character of work, or because of justifiable increases in the Contractor's cost of performing the work, but only upon receipt of the prior written approval of 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 fifteen (15%) percent of modified total direct costs as per 2 CFR 200.414 Modified Total Direct Cost (MTDC). If chosen, this

methodology once elected must be used consistently for all federal awards until, such time as the 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 the DOTD Audit Section, it will be added to the appendix to the Contract.

ARTICLE V: REIMBURSEMENTS

Reimbursements to the Contractor for costs incurred will be made monthly (or unless otherwise approved in writing by DOTD) based on a certified and itemized billing statement detailed to show the names of the employees, their rates of pay, the time worked, and the various surcharges added to the payroll. The certified and itemized billing statement (of a form acceptable to DOTD) shall show the total amount earned to the date of submission and the amount due and payable as of the invoice.

The original invoice shall be submitted to the DOTD Program Manager, along with one (1) copy of the monthly progress report, by the fifteenth (15th) day of the following month after incurred costs.

Payments will also be made monthly for direct expenses incurred, which are not a part of overhead, upon the inclusion of such in a certified billing statement for such charges. Travel expenses constitute part of the total maximum payable, shall be reimbursed under direct expenses, and will be in accordance with the Louisiana Office of State Travel Regulations (PPM No. 49) found at: <https://www.doa.la.gov/doa/ost/>.

The Contractor is obligated to submit final invoices to the DOTD within fifteen (15) working days after termination of the Contract. Notwithstanding the above, the June invoice must be submitted to DOTD by July 10 to meet fiscal year-end closeout deadlines.

FINAL REPORT

A final report for the previous UPWP documenting performance and expenditures will be submitted to the Project Manager no later than forty-five (45) days after the end of the reporting period. The final report must contain the minimum requirements per 23 CFR 420.117(b)(1).

ARTICLE VI – PROMPT PAYMENT

The Contractor agrees to pay each subcontractor under this prime Contract within fourteen (14) calendar days after receiving payment from DOTD for amounts previously invoiced for work performed or materials furnished under the Contract. Failure to pay subcontractors within fourteen (14) days will be considered in the review of the Contractor's performance of the Contract and may result in the withholding of payment to the Contractor.

ARTICLE VII: PROGRESS INSPECTIONS

During the progress of the work, representatives of DOTD, the FTA and other interested parties when so named herein shall have the right to inspect the progress of work and the facilities used by the Contractor in conducting this project.

ARTICLE VIII: CONTRACT CHANGES

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

ARTICLE IX: OWNERSHIP OF DOCUMENTS

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

ARTICLE X: COST RECORDS & ACCESS TO RECORDS

The Contractor agrees to provide DOTD, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until DOTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Contractors that expend \$750,000.00 or more in a year in federal awards shall have a single audit conducted for the year in accordance with OMB 2 CFR 200. Contractors who expend less than \$750,000.00 in a year shall arrange for an annual financial audit to be conducted in accordance with generally accepted government auditing standard (GAGAS) issued by the Comptroller General of the United States.

Federal regulations (31 USC 7505 (b)(1)(A)ii) prohibit the use of federal funds to pay for 2 CFR 200 single audit costs to Contractors expending less than \$750,000.00 annually in federal awards. Financial audit costs are applicable costs provided the audit procedures are of lesser scope than that of a single audit.

The applicable audit shall be performed by an independent Certified Public Accountant (CPA) firm or by the State Legislative Auditor. The Contractor shall furnish the Louisiana Legislative Auditor and DOTD an electronic copy of all Subgrantee audits or program review results within six (6) months of the fiscal year ending date.

ARTICLE XI: DELAYS AND EXTENSIONS

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

ARTICLE XII: TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon the parties hereto until the work has been completed and accepted by DOTD and all payments required to be made to the Contractor 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 DOTD as a consequence of the failure of the Contractor 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 Contractor.
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 as described herein.
5. By DOTD by giving a thirty- (30-) day notice to the Contractor in writing and paying for all previously completed work.

If termination is made by DOTD under condition five (5) after work has started, the Contractor will be paid for all direct expenses 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 Contractor shall deliver to DOTD a report in complete detail of all findings and all obtained data for use by DOTD, as well as all records of the work compiled to the date of termination, and DOTD shall pay in full for all work accomplished up to the date of termination.

Should DOTD desire to suspend the work, but not definitely terminate the Contract, this may be done by thirty (30) days' notice given by 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.

ARTICLE XIII: FUNDING CONTINGENCY

This Contract is contingent upon the FTA's approval and appropriation of funds. DOTD reserves the right to terminate the Contract for failure to receive appropriate federal funding and/or state budgetary authority.

ARTICLE XIV: 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 Deputy Secretary of DOTD for determination, whose decision in the matter shall be final and conclusive on the parties to this Contract.

ARTICLE XV: DISADVANTAGED AND WOMEN OWNED BUSINESS ENTERPRISES (DBE)

It is the policy of the U. S. Department of Transportation (DOT) that disadvantaged business enterprises (DBE), including small businesses as defined in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26), shall be afforded reasonable opportunity to participate in the performance of projects financed in whole or in part with federal funds; consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

The Contractor agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and DOT regulations, "Participation by Disadvantaged Business Enterprises including small businesses in Department of Transportation Financial Assistance Programs," 49 CFR Part 26.

The Contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted Contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the DOT assisted Contracts. The Contractor's DBE Program, as required by 49 CFR Part 26 and as approved by the DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to the Contractor of its failure to carry out its approved program, DOTD may impose sanction as provided for under Part 26 and may, in

appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801, *et seq.*).

The Contractor agrees to ensure that disadvantaged business enterprises, including small businesses as defined in 49 CFR Part 26, be afforded reasonable opportunity to participate in the performance of this project and any subcontracts that may be let. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have reasonable opportunity to compete for and perform services relating to this project. Failure by the Contractor to carry out these requirements is a material breach of the Contract which may result in the termination of this Contract or such other remedy as DOTD deems appropriate.

After proper notification by DOTD, immediate remedial action shall be taken by the Contractor as deemed appropriate by DOTD or the Contract shall be terminated. The option will rest with DOTD. The above requirements shall be incorporated by reference in all subcontracts entered into by the Contractor.

ARTICLE XVI: COMPLIANCE WITH CIVIL RIGHTS ACT

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

- (1) **Nondiscrimination – Federal Transit Programs and Title VI of the Civil Rights Act.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.
- (2) **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the

Project. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

- (b) **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.
- (c) **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.

(3) **Access Requirements:**

- (a) **Elderly Persons and Persons with Disabilities.** The Contractor agrees to comply with the provisions of 49 U.S.C. § 5301(d), which set forth the federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Contractor also agrees to comply with all applicable requirements of the following federal laws and any subsequent amendments thereto: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap, the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, *et seq.*, which requires accessible facilities and services to be made available to persons with disabilities, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities. In addition, the Contractor agrees to comply with all applicable provisions of the following regulations and any subsequent amendments thereto: DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, U.S. DOJ regulations, "Nondiscrimination on the

Basis of Disability in State and Local Government Services," 28 CFR Part 35, U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36, U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19, U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F, U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194, FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 CFR Part 609, and any implementing requirements the FTA may issue.

- (b) **Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733, *et seq.*, January 22, 2001.
- (c) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note.
- (d) **Other Nondiscrimination Statutes.** The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

(4) **Nondiscrimination – Title IX of the Education Amendments of 1972**

The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, *et seq.*, with implementing DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and with any implementing directives that the DOT or the FTA may promulgate, which prohibits discrimination on the basis of sex.

- (5) The Contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

ARTICLE XVII: AMERICANS WITH DISABILITIES ACCESS

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101, *et seq.* and the DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR

Part 38. Notably, the DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. The DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

ARTICLE XVIII: RIGHTS IN DATA AND COPYRIGHTS

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape, or computer memory printouts, and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

The following restrictions apply to all subject data first produced in the performance of the Contract has been added:

- a. Except for its own internal use, DOTD or the Contractor may not publish or reproduce subject data in whole or in part or in any manner or form, nor may DOTD or the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to Contracts with an academic institution.
- b. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use; and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - (1) Any subject data developed under that Contract, whether or not a copyright has been obtained; and,
 - (2) Any rights of copyright purchased by DOTD or the Contractor using federal assistance in whole or in part provided by the FTA.
- c. When the FTA awards federal assistance for experimental, developmental, or research work, it is the FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless the FTA determines otherwise, DOTD and the Contractor performing

experimental, developmental, or research work required by the underlying contract agree to permit the FTA to make available to the public, either the FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for use by DOTD or the Contractor whose costs are financed in whole or in part with federal assistance provided by the FTA for transportation capital projects.

- d. Unless prohibited by state law, upon request by the Federal Government, DOTD and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability including costs and expenses, resulting from any willful or intentional violation by the DOTD and the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. Neither DOTD nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause section on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- f. Data developed by DOTD or the Contractor and financed entirely without using federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided DOTD or the Contractor identifies that data in writing at the time of delivery of the Contract work.
- g. Unless the FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by the FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), DOTD and the Contractor agree to take the necessary actions to provide, through the FTA, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," 37 CFR Part 401.

ARTICLE XIX: PATENT RIGHTS

- (1) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, DOTD and the Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of high education, individual), DOTD and the Contractor agree to take the necessary actions to provide, through the FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by the FTA.

ARTICLE XX: ENERGY CONSERVATION

The Contractor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C § 6321, *et seq.*

ARTICLE XXI: NOTICE OF FEDERAL REQUIREMENTS

The Contractor is hereby notified that federal laws, regulations, policies, and related administrative practices applicable to this Contract on the date of the Contract execution may be modified from time to time. The Contractor agrees that the most recent of such federal requirements will govern the administration of this Contract at any particular time, except if there is sufficient evidence in the Contract of a contrary intent. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date of the Contract execution and may apply to the Contract. To achieve compliance with changing federal requirements, the Contractor acknowledges and agrees to include in all subcontracts specific notice that federal requirements may change and the changed requirements will apply to this Contract as required. All limits or standards set forth in this Contract are minimum requirements.

ARTICLE XXII: PUBLIC LIABILITY

The Contractor shall indemnify and hold harmless DOTD against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants or employees while engaged upon or in connection with the services, required or performed by the Contractor hereunder.

ARTICLE XXIII: TAX LIABILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said Contractor's obligation and identified under the Contractor's federal tax identification number.

ARTICLE XXIV: CLAIM FOR LIENS

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

ARTICLE XXV: COMPLIANCE WITH LAWS

The Contractor shall comply with applicable federal, state, and local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract.

ARTICLE XXVI: COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor 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, 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.

ARTICLE XXVII: INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 432, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

ARTICLE XXVIII: SUBLETTING ASSIGNMENT OR TRANSFER

This Contract, except as set forth herein, shall not be transferred, assigned, or sublet without the prior written consent of DOTD. Any subcontract awarded must therefore be made in accordance with FTA Circular 4220.1G and receive written approval by DOTD prior to execution.

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the state, provided however, that claims for money due or to become due to the Contractor from the state may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the state.

ARTICLE XXIX: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR Part 29.995, or affiliates, as defined at 49 CFR Part 29.905, are excluded or disqualified as defined at 49 CFR Parts 29.940 and 29.945.

The Contractor is required to comply with 49 CFR Part 29, Subpart C and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

ARTICLE XXX: LOBBYING

Contractors who receive an award of \$100,000.00 or more in federal funds are required to file the certification required by 49 CFR Part 20, "New Restriction on Lobbying." Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Contractor.

ARTICLE XXXI: ENVIRONMENTAL PROTECTION

- (1) The Contractor of federal funds in excess of \$100,000.00 agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 114 of the Clean Air Act, as amended, 42 U.S.C. § 7414, as well as other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*; and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1318, as well as other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.* The Contractor agrees to report each violation to DOTD and understands and agrees that DOTD will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with federal assistance provided by the FTA.

ARTICLE XXXII: NO GOVERNMENT OBLIGATION TO THIRD PARTIES

DOTD and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to DOTD, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**ARTICLE XXXIII: PROGRAM FRAUD AND FALSE OR FRAUDULENT
STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 53007(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XXXIV: INCORPORATION OF FTA TERMS (FTA CIRCULAR 4220.1G)

The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1G, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests by DOTD which would cause DOTD to be in violation of FTA terms and conditions.

ARTICLE XXXV: FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in

the Master Agreement between DOTD and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

ARTICLE XXXVI: SUCCESSORS AND ASSIGNS

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

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.

ARTICLE XXXVII: AMENDMENT

The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increase will be approved via letter from DOTD.

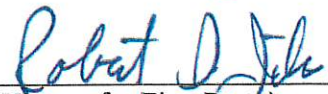
IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by the Contractor's Resolution herein included.

WITNESS:

**Southwest Louisiana Regional Planning
Commission**

BY: 
(Witness for First Party)

BY: 
Mike Hollier, Executive Director

BY: 
(Witness for First Party)

FEDERAL ID #: 72-0723511

Entity ID #: PGDGM1K52ED5