

**2012-0221**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI  
(GRANTS OFFICE)**

**RESOLUTION NO. 5920**

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for the funding of the St. Charles East Bank Levee Multi-Use Path, Phase VI, State Project No. H. 009763, Federal Aid Project No. H009763.

**WHEREAS,** St. Charles Parish submitted an application to the 2009-2011 Transportation Enhancement Program for funding in the amount of \$973,800.00 for the construction of the St. Charles East Bank Levee Multi-Use Path, Phase VI, from the West Guide Levee of the Bonnet Carre Spillway in Montz to the St. Charles/St. John Parish line; and,

**WHEREAS,** by way of a letter dated October 31, 2011, Ms. Valerie Horton, P.E., Transportation Enhancement Manager, Department of Transportation and Development, advised that said project was selected for funding; and,

**WHEREAS,** the State has prepared an Agreement to provide funding for said project and it is the desire of the Parish Council to approve said Agreement.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for the funding of the St. Charles East Bank Levee Multi-Use Path, Phase VI.

**BE IT FURTHER RESOLVED** that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN,  
COCHRAN, FLETCHER, NUSS  
NAYS: NONE  
ABSENT: NONE

And the resolution was declared adopted this 18th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING

SECRETARY: Chelli Madure

DLVD/PARISH PRESIDENT: June 20, 2012

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 21, 2012

AT: 2:00 pm RECD BY: CTM

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.009763  
FEDERAL AID PROJECT NO. H009763  
ST CHARLES EBANK LEVEE MU PATH, PHASE 6  
ST CHARLES PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 9 day of July, 2012 by and between the **Department of Transportation and Development**, hereinafter referred to as "DOTD", and the **Parish of St. Charles**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity";

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance enhancement projects under the direct administration of the DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, the Entity insures the project is part of the Transportation Improvement Program (TIP), if applicable, which serves to implement the area wide plan held currently valid by the appropriate local officials; and

WHEREAS, the Entity agrees to abide by the policies and procedures set forth in the latest edition of the "Transportation Enhancement Information Guide", the "I've Got a Project, Now What Do I Do?" manual, and the "Local Public Agency Manual"; and

WHEREAS, the DOTD is agreeable to the implementation of this Project and desires to cooperate with the Entity as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, it is understood **the bid documents for the construction project will be in the name of the Entity**, the parties hereto agree as follows:

**ARTICLE I - PROJECT DESCRIPTION**

The improvement that is to be undertaken under this project will consist generally of construction of a multi-use path on the east bank Mississippi River levee top extending approximately 2.9 miles from the West Guide levee of the Bonnet Carre Spillway in Montz to the St. Charles/St. John the Baptist Parish line.

For construction costs, **State Project No. H.009763** and **Federal Project No. H009763** have been assigned.

All progress reports, invoices, etc. incurred in the performance of these services shall be identified with these project numbers.

## **ARTICLE II - FUNDING**

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Entity's expense, as the case may be, the cost of this project will be a joint participation between the Entity and the Federal Highway Administration, hereinafter "FHWA", with the Entity contributing the 5% match of the participating construction cost and the FHWA contributing, through the DOTD, the remaining 95%. The maximum federal funds available for this project are **\$973,800**. With this funding option, the Entity agrees to provide all design and construction inspection at its own expense. The Entity may incorporate items of work into the construction contract not eligible for Federal-Aid participation at its own costs. Funds will be disbursed as provided in Article XII, Cost Disbursements.

No Notice to Proceed shall be issued and no compensable costs for construction may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs for which the Entity expects to be reimbursed for incurred prior to such authorization will not be compensable.

In the event that right-of-way acquisition for, or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of expended Federal funds. The Entity shall be responsible for providing the funds for the repayment.

## **ARTICLE III - CONCEPTUAL PLANS AND ENVIRONMENTAL DECISION**

This project has been reviewed and the finding is that this project meets the requirements for actions classified as "Categorical Exclusions." However a requirement of the categorical exclusion is that the Entity must obtain a permit from the Lake Pontchartrain Levee District for construction of the project and provide a copy to DOTD before the project can be let.

## **ARTICLE IV - PRE-CONSTRUCTION SERVICES**

The Entity shall select and enter into a contract with a consulting engineering firm for all engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed improvements as covered herein. The Entity shall be responsible for

the costs of these services. The Entity is prohibited from selecting or approving any Consultant or Sub-Consultant who is on DOTD's disqualification list or who has been debarred pursuant to LSA-R.S. 48:295.1, *et seq.* The Entity shall be responsible for any contract costs attributable to the errors or omissions of its Consultants or Sub-Consultants.

The Entity or consulting engineers employed by it shall make all necessary surveys, prepare plans and special specifications for the project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, 23 CFR Part 630 ("Preconstruction Procedures"), Federal Aid Policy Guide Part 630, and the following specific requirements.

1. The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards for Highways") and Federal Aid Policy Guide Part 625. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected, as contained in the current edition of its "Roadway Plan Preparation Manual", and the "Hydraulics Manual" which is made a part hereof by reference. Design of bicycle and pedestrian facilities shall follow AASHTO and ADA guidelines and/or requirements.
2. Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the DOTD's "Location & Survey Manual."
3. The Entity will be required to develop this project in accordance with DOTD's "Environmental Impact Procedures Manual," latest edition. Requirements for Environmental documents are prescribed in the FHWA's "Federal-Aid Policy Guide". All environmental documents and public involvement proposals are required to be developed under these requirements and shall be submitted to the DOTD for review and comments.
4. The design standards for landscaping projects shall comply with the criteria prescribed in the "Policy for Roadside Vegetation Management", the current edition of the American Standards for Nursery Stock, the current edition of "Hortus" and the Louisiana Horticulture law, rules and regulations.
5. The Entity shall, at its expense, be responsible for relocation of any utilities which conflict with construction. Only vertical adjustments of utility surface features may be included in the plans and are considered eligible for federal or state reimbursement. Any questions concerning whether work is an adjustment and eligible to be included on the plans should be submitted in writing to the Enhancement Coordinator.

The Entity will submit copies of letters from each utility company stating that arrangements have been made for all required relocations and/or adjustments to the District Utilities Representative and the Enhancement Coordinator prior to federal authorization for construction letting. Federal authorization is requested 6 weeks prior to letting.

6. The Entity shall, at its expense, acquire all right-of-way and servitudes required for the project in accordance with Article V, Right-Of-Way Acquisition and Relocation.

7. The DOTD requires the Entity to develop a Quality Control/Quality Assurance program or adopt DOTD's program; in order to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. The Entity must ensure quality and adhere to established design policies, procedures, standards and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Entity. The Entity's plans shall meet or exceed DOTD's Construction Plans Quality Control / Quality Assurance Manual and EDSM No. Volume I. 1.1.24 on Plan Quality. The Entity shall transmit plans with a Project History Document (Documentation Manual for Project Delivery) and a certification that the plans meet the DOTD's quality standards.

8. The Entity does hereby agree to produce electronic deliverables in conformance with "DOTD Software and Deliverable Standards for Electronic Plans" as outlined at [http://www.dotd.louisiana.gov/highways/project\\_devel/design/electronic\\_standards\\_disclaimer.asp](http://www.dotd.louisiana.gov/highways/project_devel/design/electronic_standards_disclaimer.asp). The Entity shall download and apply the latest CAD standards. The Entity hereby agrees to install incremental updates to software and CAD standards as instructed by the Enhancement Coordinator. Such updates shall not have a significant impact on the development time or delivery date for project plans, or require the Entity to purchase additional software. Prior to proceeding with plan development, the Entity shall contact the Enhancement Coordinator for any special instructions regarding updates to standards or project-specific requirements, if this information has not already been provided.

In the event that any electronic standard conflicts with written documentation, including DOTD plan-development manuals, the electronic standard typically governs. The Entity is responsible for contacting the Enhancement Coordinator should questions arise.

Plan deliveries shall be made on CD or DVD media and labeled with media-compatible indelible ink on separate lines as follows:

State Project Number  
"Final Plans Submittal", "60% ACP Submittal" (or other milestone)  
"Electronic Deliverables"  
Entity Name

The CD/DVD shall be delivered with a signed cover letter that includes, among the formalities, a deliverable "hash" code that is documented in a report generated by the ControlCAD Indexer Submittal tool. The hash code is used to verify that the CD is authentic. At any stage of the plan development process, the Enhancement Coordinator may require plan delivery by other methods including, but not limited to, upload to the DOTD ProjectWise repository.

The Entity is responsible for ensuring that all sub-consultants are prepared to produce electronic deliverables in conformance with DOTD electronic standards for plans.

9. After completion of preliminary plans, two (2) complete sets of prints of the basic plans, dated and stamped "Preliminary", shall be submitted to the DOTD for review and comment.

10. Upon completion of its review of the preliminary plans, the DOTD will return one (1) set to the Entity with comments, if any, marked thereon and the plans shall be corrected accordingly.

11. After plans have been developed to show all information required for a plan-in-hand inspection, the Entity shall provide a minimum of eight (8) sets of plans for a complete plan-in-hand field inspection with members of the DOTD and the FHWA at a time and date mutually agreed to in advance by all parties. DOTD will make arrangements for the plan-in-hand inspection.

Subsequent to the plan-in-hand inspection, the Entity 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 adjacent roadway, if applicable.

12. After plans have been developed to show all final design information and quantities, the Entity shall provide one (1) signed and stamped set of vellum reproducibles and/or prints of the final plans, with the Title Sheet matte filmed, and one (1) reproducible copy of the final technical specifications, special provisions, projected area of disturbance, Sponsor's desired construction time, and cost estimate along with one (1) electronic copy of the documents in Microsoft Office format. The Entity shall also provide the contact information of their construction project engineer and responsible person in charge. For landscape projects, the Entity shall provide contact information for three (3) nurseries as possible plant sources. These documents shall be subject to a complete review by members of DOTD and FHWA.

Subsequent to final plan submission, Entity shall address all applicable comments.

13. Subsequent to approval of final plans, acquisition of all required right-of-way and the relocation and/or adjustment of all utility conflicts, the DOTD shall prepare the construction proposals and prepare a Plan, Specification and Estimate (P S & E) submittal to FHWA as specified in 23 CFR Part 630 Subpart B ("Plans, Specifications and Estimates") and Federal Volume 6, Chapter -Aid Policy Guide Part 630. This submission shall contain all certifications and data necessary to conform to the Federal-Aid Policy Guide. Upon receipt of formal approval of the P S & E submission from the FHWA, the DOTD will advise the Entity in writing of such approval and will advertise the project for the receipt of bids.

14. Prior to construction, the Entity shall submit, for DOTD acceptance, a Project Maintenance, Operation and Inspection Plan (MOI Plan), which covers the managing, financing, inspecting, and repairs to the project in accordance with applicable codes and design guides for each component of the project (sidewalks, landscaping, etc.). For projects including landscaping, the MOI plan shall cover all components of maintenance (mulching, pruning, weeding, mowing, etc). For projects including lighting systems, the MOI plan shall meet the requirements as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING, AND MAINTAINING HIGHWAY LIGHTING SYSTEMS". The Entity shall also provide DOTD with documentation of the utility service account in the Entity's name where projects are built on state rights-of-way.

15. After the Project has been constructed and accepted by DOTD, the plans remain the property of and in the possession of DOTD.

#### **ARTICLE V - RIGHT-OF-WAY ACQUISITION AND RELOCATION**

If right of way is required for this project, the Entity shall acquire all real property and property rights required for this Project in accordance with all applicable State and Federal Laws including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; La DOTD's Right of Way Manual; La DOTD's LPA Right of Way Manual; La DOTD's Guide to Title Abstracting and any additional written instructions as given by the La DOTD Right of Way Section.

The Entity shall sign and submit the LPA Assurance Letter to the La DOTD Right of Way Section annually. The Entity is hereby informed that no right of way consultants shall be hired, no right of way money shall be spent and no formal right of way activity shall begin on this Project until The Entity has authorization to proceed from the La DOTD Right of Way Section. To do so may jeopardize State and/or Federal participation in this Project including participation in right of way acquisition and Project construction. As soon as it is known that the acquisition of right of way is required for this Project, the Entity shall contact the La DOTD Right of Way Section for guidance.

All right of way acquisition files and relocation assistance files shall be subject to the approval of the La DOTD Right of Way Section and may be subject to review/audit by the La DOTD Right of Way Section and/or FHWA.

In the event that right-of-way acquisition for, or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of expended Federal funds. The Entity shall be responsible for providing the funds for the repayment.

#### **ARTICLE VI - CONSTRUCTION PLANS**

The Entity or Consulting Engineers employed by the Entity shall prepare the plans and any environmental documents for the improvement at no expense to the DOTD and FHWA and shall conform to DOTD standards. The plans and any environmental documents shall be approved by the DOTD and FHWA.

#### **ARTICLE VII - RECEIPT OF BIDS**

The DOTD will, at its expense and at the proper time, prepare construction proposals based on the latest edition of the "Louisiana Standard Specifications for Roads and Bridges", as amended to comply with the DOTD's current practices, advertise for and receive bids for the work in accordance with the DOTD's normal requirements. All such bids will be properly tabulated, extended and summarized to determine the official low bidder. The DOTD will then submit to the Entity copies of the official bid tabulations for their information and comments or approval while the Review Committee concurrently analyzes the bids for the DOTD. The award of contract, shall comply with LSA-R.S. 48:255, will be made by the DOTD on behalf of the Entity following the favorable recommendation of award by the Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity.

Construction contracts will be prepared by the DOTD after the award of contract and will be transmitted to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation. The DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official "Notice to Proceed" with construction.

#### **ARTICLE VIII - CONSTRUCTION**

The Entity or its Consultant will provide technical administration and inspection during the project construction; however, in the event a Consultant provides this service for the Entity it will be performed under the direct supervision of a full time employee of the Entity who will



have charge and control of the project at all times. The Entity is responsible for the costs of these services.

The DOTD will assign a project engineer from its District Office at **Bridge City (02)** to serve as a construction coordinator for the DOTD during project construction. The construction coordinator will make intermittent trips to the construction site to insure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The construction coordinator will advise the Entity of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of funds by DOTD until the Entity takes corrective measures.

Except where a deviation has been mutually agreed to in writing by both the DOTD and the Entity, the following specific requirements shall apply.

1. When it is stipulated in Louisiana Standard Specifications for Roads and Bridges that approval by the engineer or the DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspections personnel utilized by the Entity and/or the Entity's Consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the Construction Contract Administration Manual, latest edition, the Engineering Directives and Standard Manual, and any applicable memoranda. These documents will be made available to the Consultant through the Entity from DOTD.
4. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. This manual will be made available to the Consultant through the Entity from DOTD.
5. All materials to be tested shall be sampled in accordance with the DOTD's Sampling Manual. All material testing other than those tests normally run by project personnel on the job site shall be tested by the DOTD's District or Central Laboratory.
6. In the event that a private laboratory is used for material testing, the Entity will be responsible for all cost associated with the material testing. All private laboratory

personnel utilized by the Entity and/or the Entity's Consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as project engineer.

On state routes only, the Entity shall provide DOTD with a copy of the as-built plans indicating the location and depth of the lighting system's underground conduits and components, if applicable. The Entity further agrees that, at any time after Final Acceptance, the Entity shall be responsible for marking the field location and depth of all underground conduits and components of the lighting system within DOTD's right of way within forty-eight (48) hours of receiving written request for same from DOTD.

As specified in Article IV, Preconstruction Services, the Entity shall submit a Project Maintenance, Operation, and Inspection Plan (MOI Plan) to DOTD detailing Entity's plans to maintain, operate, manage, inspect, and repair the components of the project. The Entity's MOI Plan must be accepted by DOTD prior to the issuance of the Notice to Proceed.

#### **ARTICLE IX - SUBCONTRACTING**

Any subcontracting performed under this project either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of the Entity and the DOTD. In the event that the Consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

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

## **ARTICLE X - 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 Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have reasonable 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 Entity or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have reasonable opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The Entity or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have reasonable opportunity to compete for and perform contracts. The Entity 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 agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy, as DOTD deems appropriate.

The Entity 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 Entity or its Contractor.

## **ARTICLE XI - INCIDENTAL COSTS**

Incidental project costs incurred by the Entity in negotiating pre-construction engineering contracts, right-of-way appraisals and settlements, railroad and utility adjustments, utility relocation, contract recordation, and such other costs not provided in Article XII Cost Disbursements shall be the responsibility of the Entity.

Incidental project costs incurred by the DOTD for services relating to pre-construction engineering, right-of-way acquisitions, utility adjustment, bid advertisements, construction and construction engineering will be absorbed by DOTD.

## **ARTICLE XII - COST DISBURSEMENTS**

The DOTD will disburse the Entity monthly the correct FHWA ratio of the costs of right-of-way acquisitions, utility adjustments and the costs of construction in effect at the time of authorization. The Entity shall render invoices monthly for disbursement, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of Entity. Upon receipt of each disbursement requested, Entity is required to tender payment for the invoiced cost and within sixty (60) days from receipt of payment from DOTD, Entity 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 of right-of-way acquisitions, utility adjustments, and construction 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, Funding. Before final payment is recommended by DOTD, (1) Entity shall submit, for DOTD acceptance, a copy of its updated Project Maintenance, Operation, and Inspection Plan and (2) all documentation of pay quantities shall conform to DOTD policies and procedures. The Entity acknowledges, however, that the FHWA will not participate in the cost of those items not constructed in accordance with the approved plans and specifications and in this event the Entity will be obligated to assume full financial responsibility. The Entity shall also submit all final billings for all phases of work within one year after the completion of final acceptance of the project. Failure to submit these billings within the specified one year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity.

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

Should the Entity fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the Entity 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. Additionally, no new Transportation Enhancement project will be approved until such time as the cited amount is reimbursed to the DOTD.

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 Entity and its contractor.

### **ARTICLE XIII- COST RECORDS**

The Entity and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project and shall keep such material available at their respective offices at all reasonable times during the contract period and for five years from the date of final payment under the project, for inspection by the DOTD and/or Legislative Auditor, the FHWA or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this contract and copies thereof shall be furnished if requested.

### **ARTICLE XIV - CANCELLATION**

The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made to the Entity have been made; but this agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the project prior the award of contract, provided any cost that has been incurred for the preparation of plans is not eligible for reimbursement by the DOTD or the FHWA.
3. By the DOTD due to the withdrawal of State or Federal funding for the project.
4. By the DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

### **ARTICLE XV - PROJECT RESPONSIBILITY**

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project as specifically set forth herein; however, the Entity will assume full responsibility for the project development and will save harmless the DOTD against any loss or damage of any kind, incident to or occasioned by deeds undertaken in pursuance of this agreement.

### **ARTICLE XVI - COMPLIANCE WITH CIVIL RIGHTS**

The Entity agrees 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; Section 504 of the 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 Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The Entity 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 Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XVII - PUBLIC LIABILITY**

The Entity 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 Entity, 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. Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XVIII - FINAL INSPECTION AND MAINTENANCE**

Upon completion and final acceptance of the project, copy of which acceptance shall be furnished to the DOTD by the Entity; the Entity shall assume the maintenance of the improvement at its expense and in a manner satisfactory to the DOTD and/or the FHWA. The final acceptance will be recorded at the Parish Clerk of Courts Records Office by the Entity. Before making the final inspection, the DOTD's District Administrator shall be notified so that he may have a representative present for such inspection.

For projects on non-state controlled routes, title to the project right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Upon completion and final acceptance of the project, the Entity shall assume the maintenance thereof.

For projects which contain landscaping, in order to ensure that the plantings continue to contribute to the beautification of Louisiana, the Entity shall be required to maintain the landscaping for the life of the plantings. Maintenance shall include but not be limited to annual

mulching and fertilization, replacement plantings and weeding, pruning and watering as needed. Failure to maintain the landscaping shall result in the Entity being prohibited from being awarded any future Enhancement projects for a period of five years.

#### **ARTICLE XIX - FEDERAL PROVISIONS**

The Entity 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 633, Subpart C and Appendix A, which is incorporated herein by reference.

#### **ARTICLE XX - STATE HORTICULTURE PROVISIONS**

The Entity agrees that as a condition to payment of the Federal funds obligated, it accepts and will comply with all LA Horticulture Laws, Rules, and Regulations which are incorporated herein by reference.

#### **ARTICLE XXI - HOUSE BILL 1 COMPLIANCE**

Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

Entity understands and agrees that no funds will be transferred to Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

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:

Calli Madore  
Witness for First Party

Valerie Berthelet  
Witness for First Party

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BY: [Signature]

VJ ST. PIERRE

Typed or Printed Name

TITLE: Parish President

72-6001208

Federal Identification Number

079448924

DUNS Number

20.205 Highway Planning and Construction  
CFDA Number

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

Cassandra R. Day  
Witness for Second Party

BY: [Signature]

for Secretary

RECOMMENDED FOR APPROVAL

Patrice Little  
Witness for Second Party

BY: [Signature]

Division Head