

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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.009453
VARIOUS ROADS: SIGNING (ST. CHARLES)
ST. CHARLES PARISH**

THIS AGREEMENT, is made and executed in three original copies on this _____ day of _____, 2015, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as **DOTD**, and the **St. Charles Parish Council**, a non-profit organization 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 "Local Road Safety Program" projects under the direct administration of DOTD; and

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

WHEREAS, the Entity understands that funding for this project is not a grant but will take the form of disbursements of eligible expenditures as provided herein; and

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

WHEREAS, the Entity agrees to abide by the policies and procedures set forth in State Purchasing Regulations, and

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

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

ARTICLE I: PROJECT DESCRIPTION

The road safety improvements that are to be undertaken under this project are the purchase and installation of regulatory and warning signs, flashing solar beacons and pavement markings as per the attached sign list along the following local roads within St. Charles Parish:

1. Ormond Boulevard
2. Paul Fredrick Street

For purposes of identification and record keeping, **State Project Number H.009453** has been assigned to this project. Progress reports, invoices and other such data in connection with the purchase and procurement of services shall be identified with this project number.

ARTICLE I: SERVICES BY ENTITY

The services to be performed by the Entity shall be the procurement and installation of regulatory and warning signs, flashing solar beacons, pavement markings and steel posts.

<u>Description</u>	<u>Quantity</u>
Sign, 30" x 30", Stop, R1-1	10
Sign, 36" x 12", One Way, Left, R6-1L	2
Sign, 36" x 12", One way, Right, R6-1R	2
Sign, 48" x 24", Large Double Arrow, W1-7	2
Sign, 30" x 30", Cross Road, W2-1	8
Sign, 30" x 30", Side Road, Left, W2-2L	6
Sign, 30" x 30", Side Road, Right, W2-2R	6
Sign, 30" x 30", Symbol, Stop Ahead, W3-1	10
Sign, 36" x 36", Symbol, Signal Ahead, W3-3	1
Sign, 36" Circle, Symbol, Railroad Crossing, W10-1	2
Sign, 30" x 30", Fire Truck, W11-8	1
Sign, 12" x 36", Object Marker, OM-3L	2
Sign, 12" x 36", Object Marker, OM-3R	2
24" x 12' Stop Bar, PreMark 8430566	11
2" x 12' Square Post, 12 gauge, part no. 744884	54
Kleen Break Assembly, XKB42520-G	16
2 ¼" x 36" Anchor Sleeve, 12 gauge, part no. 739239	16
JSF Technologies, Model FL-1412, 12" Yellow Flashing Solar Beacon w/bracket or approved equal **	16

**Manufacturer shall provide a minimum 2-year warranty that begins the date of delivery. In addition, the manufacturer must provide a 90-day money back guarantee that allows the entity to return beacons if the product is deficient in any way. Refund includes product and freight paid.

Pavement markings shall be purchased under DOTD Purchase Requisition No. 4400004561 and square post under DOTD Purchase Requisition No. 4400003087. Adjustments may be made to the quantity of signs and the quantity and/or type posts provided approval is given by the Local Road Safety Program Director.

ARTICLE II: PROCUREMENT REQUIREMENTS

The Entity's procurement procedures for all purchases/procurements included in this Agreement shall conform to all applicable state and local laws and regulations, including, but not limited to, the provisions of La. R.S. 38:2212, et seq. and La. R.S. 39:1551, et seq.

The Entity shall not begin procurement procedures until official authorization has been received from DOTD.

ARTICLE III: FUNDING

Except for services hereinafter specifically listed to be furnished at 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 DOTD, with the Entity or DOTD contributing the local match of the participating approved project phase and the U.S. Department of Transportation, hereinafter "USDOT", with the USDOT contributing Federal Funds through DOTD, the remaining funds as shown in the Funding Table below. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

For services eligible for disbursement/reimbursement, the Entity agrees it will not incur or expend any funds or provide a Notice to Proceed (NTP) to any consultant or contractor prior to notice from DOTD that they can begin work. Any costs incurred prior to such authorization will not be compensable.

For any phase that local match is provided to match Federal Funds for services administered by DOTD, the match is required to be remitted to DOTD prior to the beginning of the phase.

Funding Table

Phase	Local Match Percentage	Federal Percentage
Conceptual Plans and Environmental Decision	N/A	N/A
Preconstruction Engineering	N/A	N/A
Right-of-Way Acquisition and Relocation	N/A	N/A
Utility Relocation	N/A	N/A
Non-infrastructure	N/A	N/A
Miscellaneous (Installation Costs)	100%	N/A
Construction Engineering & Inspection	N/A	N/A
Construction (Material Purchase Costs)	N/A	100%

The Funding Commitment Letter will be sent from the DOTD Project Manager identifying the actual funding amounts.

ARTICLE IV: DBE REQUIREMENTS

It is the policy of the DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. The DOTD shall take all necessary and reasonable steps under 49CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the “Required Contract Provisions for DBE/SBE Participation in Federal Aid Construction Contracts” are adhered to for the duration of this project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

The DOTD has included as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as DBE/SBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective.

Only DBE's listed on these lists may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBE's committed to this project are performing the work items they were approved for. In addition, the Entity or its contractor must verify actual payments to DBE's for the previous month's reporting period on a Form CP-1A, Contractors Monthly DBE Participation. This form is completed by the Prime Contractor and provided to the Entity or its contractor to verify and then submitted to DOTD's Project Engineer (PE) for approval, once approval is obtained, DOTD's PE must send the CP-1A to DOTD's Compliance Program Section.

The above requirements shall be physically included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE V: INCIDENTAL COSTS

Incidental Project costs, if any, incurred by the Entity shall be its responsibility. Incidental Project costs, if any, incurred by DOTD will be absorbed by DOTD.

ARTICLE VI: COST DISBURSEMENTS

The DOTD will disburse the Entity monthly the correct USDOT/ ratio of the costs of pre-construction engineering services, right-of-way acquisitions, utility adjustments, materials purchase cost, contract administration 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 engineering services, right-of-way acquisitions, utility adjustments, material purchase costs, construction and contract administration, construction engineering have been determined, adjustments will be made (except as noted above for construction engineering charges) so that the amount of participation in these items will not exceed the percentages outlined in Article II. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Entity acknowledges, however, that the USDOT 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 USDOT 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 Local Road Safety Program project will be approved until such time as the cited amount is reimbursed to the DOTD.

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

ARTICLE VII: 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 costs incurred relative to this Project and shall keep such material available at its 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 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 Agreement and copies thereof shall be furnished if requested.

ARTICLE VIII: 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 have been made, however 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 to the purchase of the items covered in this Agreement.
3. By DOTD due to the withdrawal or reduction of State or Federal funding for the Project.
4. By DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

ARTICLE IX: 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 except 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 X: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following, as applicable: Titles VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Non-discrimination Act of 2008.

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 XI: 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 XII: FINAL INSPECTION AND MAINTENANCE

Upon purchase and installation of all regulatory and warning signs, flashing solar beacons and pavement markings by the Entity, the DOTD Local Safety Program Manager shall be notified so that a final review and/or inspection can be scheduled.

The Entity assumes responsibility for all maintenance, operation and any other recurring costs, as well as all liability associated with the project contemplated herein and the ownership thereof.

ARTICLE XIII: 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 630, Subpart C, Appendix A, which is incorporated herein by reference.

ARTICLE XIV: 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 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.

WITNESSES:

**STATE OF LOUISIANA
ST. CHARLES PARISH COUNCIL**

BY: _____

V. J. St. Pierre, Jr.

Typed or Printed Name

Parish President

Title

72-6001208

Taxpayer Identification Number

07-944-8924

DUNS Number

20.607 and 20.608

CDFA Number

310008407

VIN Number

WITNESSES:

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

