

2008-0010

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 08-1-5

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the State of Louisiana, Department of Transportation & Development for the Federal Off-System Bridge Rehabilitation and Replacement Program.

WHEREAS, funds have been appropriated out of the Highway Trust Fund to finance replacement or rehabilitation of bridges located off the State and Federal Road System; and,

WHEREAS, in order for the Parish to access off-system funding it is necessary that a Cooperative Endeavor Agreement be executed; and,

WHEREAS, it is the desire of the Parish to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the State of Louisiana, Department of Transportation & Development Cooperative Endeavor Agreement for the Federal Off-System Bridge Rehabilitation and Replacement Program, St. Charles Parish is hereby approved.

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

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, HOGAN,
LAMBERT, NUSS
NAYS: NONE
ABSENT: BENEDETTO, COCHRAN

And the ordinance was declared adopted this 28th day of January, 2008, to become effective five (5) days after publication in the Official Journal.

Off-System Bridge Rehabilitation Replacement

CHAIRMAN. *Dennis Nuss*
SECRETARY. *Christina Jacob Tucker*
DLVD/PARISH PRESIDENT: *January 29, 2008*
APPROVED _____ DISAPPROVED _____
PARISH PRESIDENT. *W. St. Pierre*
RETD/SECRETARY *January 30 2008*
AT *10:02 AM* RECD BY. *[Signature]*

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

COOPERATIVE ENDEAVOR AGREEMENT

**FEDERAL OFF-SYSTEM BRIDGE REHABILITATION AND REPLACEMENT
PROGRAM
ST. CHARLES PARISH**

THIS AGREEMENT, made and executed in three originals on this 12th day of February, 2008, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD", and the St. Charles Parish, a political subdivision of the State of Louisiana, hereinafter called "Parish";

WITNESSETH: That;

WHEREAS, under provisions of Title 23, United States Code, Section 144, as amended, funds have been appropriated out of Highway Trust Fund to finance replacement or rehabilitation of bridges located off the State and Federal road system; and

WHEREAS, Parish has requested DOTD allocate necessary funds to finance the off-system bridge improvement projects defined in Parish's approved priority list subject to special terms and conditions set forth herein; and

WHEREAS, DOTD is agreeable to implementation of Projects and desires to cooperate with Parish 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 improvements to be undertaken under this agreement consist of replacement or rehabilitation of bridges as approved by DOTD and Federal Highway Administration from Parish's approved priority list. DOTD will exercise administrative responsibilities for each project from date of resolution requesting project(s) until final acceptance of completed projects.

ARTICLE II – FUNDING

Except for services hereinafter specifically listed to be furnished at DOTD's expense or at Parish's expense, as the case may be, cost of the project will be joint participation between the Federal Highway Administration hereinafter "FHWA", with DOTD contributing appropriate ratio at time of authorization. Parish may, at its expense and with the approval of DOTD, incorporate items of work into the construction contract not eligible for Federal-Aid or DOTD participation

Cost of services performed for Parish by DOTD at the request of Parish will be determined on the basis of DOTD's actual cost plus overhead including payroll additives. Payment for services shall be made in advance by Parish based on a reasonable estimate prepared by DOTD. Overruns and/or underruns in cost of services will be determined upon completion of services and the proper party will be reimbursed.

ARTICLE III – CONSTRUCTION PLANS

DOTD or a consultant selected by DOTD will prepare complete plans, specifications and estimates, prepare bid proposals, advertise for and receive bids for work, and award and enter into contract with lowest responsible bidder. Parish shall be informed of date and time of each plan-in hand inspection and be required to have a representative present. DOTD shall furnish plan-in-hand prints to Parish prior to inspection

ARTICLE IV – RIGHT-OF-WAY SERVICES

Parish shall, at its expense, acquire all right-of-way and servitudes required for projects. Acquisitions must be accomplished in accordance with applicable DOTD and FHWA laws, requirements and regulations. Acquisitions must be reviewed and certified by DOTD and must be completed prior to federal authorization for construction letting

Title to project right-of-way shall be vested in Parish but shall be subject to DOTD and FHWA requirements and regulations governing abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE V – ENVIRONMENTAL CLEARANCES

Parish shall be responsible for environmental clearance of projects, which must be cleared before final design stage. DOTD and its consultant shall assist Parish in clearances. Assistance by DOTD may be revised based on number of personnel and funds available. Parish shall be responsible for obtaining permits and for reimbursing consultant for fees required from solicited agencies.

ARTICLE VI – UTILITY RELOCATIONS

Parish shall, at its expense, be responsible for relocation of any utility which conflicts with construction. These costs are not eligible for federal or state reimbursement

ARTICLE VII – CONSTRUCTION

DOTD shall construct projects in accordance with DOTD's requirements and provide technical administration and inspection services during construction in accordance with normal procedures. Parish shall be informed by DOTD of major design and/or construction plan changes or retain services of a consultant to perform CE & I services

ARTICLE VIII – TRAFFIC CONTROL DEVICES

It shall be the responsibility of Parish to install, at its expense, traffic control devices before structure and roadway can be opened to traffic. These costs are not eligible for federal or state reimbursement.

ARTICLE IX – COOPERATION

Parish shall cooperate with DOTD and install weight limit signs for those bridges that require limitation.

ARTICLE X – TIME LIMITATIONS

Progress will be defined by DOTD in the two year Bridge Replacement program guidelines, made a part hereof by reference. Time limits and consequences shall be specified therein. Consequences may include loss of funding, loss of allocation distribution, cancellation of project, and/or loss of participation in program. Special circumstances that may require extensions shall be determined by DOTD's Secretary.

ARTICLE XI – CANCELLATION

Once DOTD has incurred cost for preparation of plans, Parish may not cancel project without a Parish resolution stating the desire to and reason for cancellation. Parish shall inform DOTD of any conditions which may change at the project site. Funds expended for design of the project will be deducted from the Parish's available off-system bridge funds.

ARTICLE XII – PUBLIC LIABILITY

Parish shall indemnify and save harmless DOTD against any and all claims, demands, suits and judgments due any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of Parish, its agents, servants or employees while engaged upon or in connection with the services required or

performed by Parish or resulting from the ownership, possession or control of the improvement during its life.

ARTICLE XIII – FINAL INSPECTION AND MAINTENANCE

Upon completion and final acceptance of projects, copy of which acceptance shall be furnished to Parish by DOTD. Parish shall own and maintain project in accordance with DOTD's maintenance procedure standards. Final acceptance will be recorded by DOTD. Before making the final inspection, DOTD's District Administrator shall notify Parish so Parish may have a representative present for inspections.

ARTICLE XIV – ORIGINAL AGREEMENT

Following the execution of this Agreement, the Agreement of February 2, 1998, for the Federal Aid Off-System Highway Bridge Rehabilitation and Replacement Program shall be null and void.

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.

STATE OF LOUISIANA
ST. CHARLES PARISH

Barbara Jacob Tucker
Witness for First Party

BY: W. St.

V.J. St Pierre, Jr.
Typed or Printed Name

Valerie Berthelet
Witness for First Party

TITLE: Parish President

72-6001208
Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Debra B.
Witness for Second Party

BY: W. Taylor
Secretary

Cassandra D. Gray
Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: Richard L. Savari
Division Head