

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

INTERGOVERNMENTAL AGREEMENT

**FEDERAL OFF-SYSTEM BRIDGE REHABILITATION
AND REPLACEMENT PROGRAM**

ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "**DOTD**", and St. Charles Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "**Parish**".

WITNESSETH: That;

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

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

WHEREAS, Federal Funds have been appropriated to finance replacement and/or rehabilitation projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to implementation of the 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 improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement, consists of replacement and/or rehabilitation of off-system bridges as approved by DOTD and the Federal Highway Administration "FHWA". DOTD will exercise administrative responsibilities for each project from date of a Parish resolution requesting the project(s) until final acceptance of the completed project(s).

ARTICLE II – FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Parish's expense, the cost of the Project will be a joint participation between the FHWA and DOTD, with DOTD contributing the local match at time of authorization. The Parish does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, at its own cost, subject to prior DOTD and/or federal approval.

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 – PERIOD OF PERFORMANCE

Project(s) selected must be completed within ten (10) years of the execution of this Agreement.

ARTICLE IV – RIGHT-OF-WAY ACQUISITION

Parish shall, at its expense, acquire all right-of-ways required for Project. If a right-of-way is required for a Project, acquisition of all real property and property rights required for a Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section. Acquisitions 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 – PERMITS

The Parish is obligated to obtain all permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE VI – UTILITY RELOCATION/RAILROAD COORDINATION

The Parish shall be obligated to obtain from affected utility companies or railroads, all agreements and designs of any required systems or relocations. These costs are not eligible for federal or state reimbursement.

The Parish will be required to obtain relocation and other necessary agreements related to utilities or railroads on Parish-owned routes. The Parish will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Parish is responsible for any and all costs associated with utility relocations, adjustments, and construction time delays on non-state routes after the project is awarded.

The Parish shall comply with all utility relocation processes as specified in the LPA Manual and the Off-System Bridge Program Guidelines.

ARTICLE VII – ENVIRONMENTAL CLEARANCES

Parish shall be responsible for environmental clearance of projects, which must be obtained before commencement of the final design stage. DOTD and its consultant shall assist Parish in clearances. Assistance by DOTD may not be available based on the number of personnel and funds available. Parish shall be responsible for obtaining permits and for reimbursing consultant for fees required to be paid to reviewing agencies.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Parish, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VIII – 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 the lowest responsible bidder. The issuance of change orders within the scope of the contract is authorized pursuant to La. R.S. 48:252 (B)(7)(a). 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 IX – BID FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder.

ARTICLE X – CONSTRUCTION

DOTD shall construct projects in accordance with DOTD's specifications and requirements and provide technical administration and inspection services during construction. Parish shall be informed by DOTD of major design and/or construction plan changes. In addition, Parish will be informed by DOTD if Parish is required to provide Construction Engineering & Inspection services.

ARTICLE XI – TRAFFIC CONTROL DEVICES

It shall be the responsibility of Parish to install, at its expense, traffic control devices before the structure and roadway can be opened to traffic.

ARTICLE XII – WEIGHT LIMIT SIGNS

It shall be the responsibility of Parish to install, at its expense, weight limit signs before the structure and roadway can be opened to traffic for those bridges that require limitation.

ARTICLE XIII – TIME LIMITATIONS

Progress will be judged 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.

ARTICLE XIV – CANCELLATION

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 DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
3. By DOTD due to failure of the Parish to progress timely with the Project or follow the specific program guidelines.

Once DOTD has incurred cost for the preparation of plans, the Parish may not cancel the Project without a Parish resolution stating the desire and reason for cancellation. Parish shall inform DOTD of any conditions that 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 XV – FINAL INSPECTION AND MAINTENANCE

Upon completion and final acceptance of the Project, a 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 XVI - DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal is assigned to any project that is the subject of this Agreement, the Parish or its Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Parish or its Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Parish or its Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Parish or its Consultant shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the prime consultant shall provide to DOTD a copy of the contract between the prime consultant and the DBE sub-consultant. The prime consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the prime consultant, DOTD will release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the prime consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

The DOTD Project Manager shall review submitted invoices to determine if the DBE goals are being achieved. If the Parish or its Consultant has failed to meet the goal and no good faith efforts have been made, the DOTD Project Manager shall notify the Compliance Section of DOTD, and at that time the DBE/WBE portion of the contract fee shall be withheld.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

ARTICLE XVII – RECORD RETENTION

The Parish and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation

Stage/Phases for 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 the Louisiana Legislative Auditor, 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. If documents are not produced, Parish will be required to refund the Federal Funds.

For all Stage/Phases for which Parish is designated as being responsible, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5 years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Parish is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Parish to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII – COMPLIANCE WITH CIVIL RIGHTS

The Parish 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 Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Parish agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, national origin, veteran status, genetic information, political affiliation, or disabilities.

Any act of discrimination committed by Parish, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIX – INDEMNIFICATION

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

ARTICLE XX – COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XXI – ORIGINAL AGREEMENT

Following the execution of this Agreement, the Agreement of February 12, 2008 for the Federal Aid Off-System Highway Bridge Rehabilitation and Replacement Program shall be null and void.

Remainder of page left intentionally blank.

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**

Witness for First Party

BY: _____

Typed or Printed Name

Witness for First Party

TITLE: _____

Federal Identification Number

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

Witness for Second Party

BY: _____

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head