

2014-0341

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT

RESOLUTION NO. 6107

A resolution to approve and authorize the execution of an agreement between the State of Louisiana Department of Transportation and Development, New Orleans Regional Planning Commission and St. Charles Parish for funding of the Ormond Blvd. Pavement Rehab Project (State Project No. H.010843 and Federal Aid Project No. H010843).

WHEREAS, the project is part of a transportation improvements program serving to implement the areawide transportation plan held currently valid by the metropolitan planning organization and developed as required by Section 134 of Title 23, U.S.C.; and,

WHEREAS, Federal funds have been appropriated to finance improvement projects under the direct administration of DOTD; and,

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with St. Charles Parish; and,

WHEREAS, the State has prepared an Agreement between the LADOTD, NORPC, and St. Charles Parish for the funding of 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, New Orleans Regional Planning Commission and St. Charles Parish for funding of the Ormond Blvd. Pavement Rehab Project (State Project No. H.010843 and Federal Aid Project No. H010843).

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, FLETCHER

And the resolution was declared adopted this 6th day of October, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10.8.14

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10.8.14

AT: 2:00pm RECD BY: [Signature]

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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.010843
FEDERAL AID PROJECT NO. H010843
ORMOND BLVD PAVEMENT REHAB
ST. CHARLES PARISH**

THIS AGREEMENT, is made and executed in four originals on this 9 day of December, 2014, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as **DOTD**, the **Parish of St. Charles**, a political subdivision of the State of Louisiana, hereinafter referred to as **Entity**, and the **New Orleans Regional Planning Commission**, acting in its capacity as the MPO, hereinafter referred to as **RPC**.

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 improvement projects under the direct administration of DOTD; and

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

WHEREAS, the project is part of a transportation improvements program serving to implement the areawide transportation plan held currently valid by the metropolitan planning organization, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, Federal funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

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

WHEREAS, Entity is required to attend the mandatory Qualification Core Training and reference the Local Public Agency Manual

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 that is to be undertaken under this Project will be along Ormond Blvd. between US 61 to LA 48 in St. Charles Parish. It will include approximately 2 miles of cold planing, asphalt patching, and striping of the existing asphaltic concrete roadway and

approximately 1 mile of PCCP patching, replacement or rehabilitation to replace faulty panels on the existing concrete portion of roadway.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this project as follows: **State Project No. H.010843 and Federal Project No. H010843** have been assigned to this project. Progress reports, invoices, and other such data in connection with pre-construction engineering, right-of-way services, construction costs, including construction engineering services and testing shall be identified with these project numbers.

ARTICLE II: 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 contributing the 20% match of the participating approved project [construction cost] and the DOTD contributing with federal funds, the remaining 80% 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. Funds will be disbursed as provided in Article XVI.

For services eligible for disbursement, 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 their work can begin. Any costs incurred prior to such notification will not be compensable.

Funding Table

Phase	Local Match Percentage	DOTD Percentage	Federal Percentage
Conceptual Plans and Environmental Decision	100%	N/A	N/A
Preconstruction Engineering	100%	N/A	N/A
Right-of-Way Acquisition and Relocation	N/A	N/A	N/A
Utility Relocation	N/A	N/A	N/A
Construction Engineering & Inspection	100%	N/A	N/A
Construction	20%	N/A	80% STP>200K

The percentages are to be applied to the amounts shown in the most current approved TIP including subsequent modifications and amendments.

W/B

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision, 23 CFR 635.105 requires a full time employee to be in "responsible charge" of the project. This person in "responsible charge" shall be a full time employee of the Entity. The Entity's person in "responsible charge" need not be an engineer. (This requirement applies even when consultants are providing construction engineering services.)

Duties:

The person designated as being in "responsible charge" is expected to be a public employee who is accountable for the project. This person is expected to be able to perform the following duties and functions:

- Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintains familiarity of day to day project operations, including project safety issues;
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

This does not restrict an agency's organizational authority over the person designated in "responsible charge," or precludes sharing of these duties and functions among a number of public agency employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects. DOTD must be notified if changes are made to the Entity's designated person in responsible charge.

The Entity at the time of execution of this agreement shall complete the Responsible Charge Form and submit it to the Project Manager. The Entity is responsible to keep the form updated. Any changes in staffing of the person in responsible charge employee must be communicated to the Project Manager.

ARTICLE IV: CONSULTANT SELECTION

If Federal Funds are used for a phase of the project, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work for the designated phase. Following the selection of the consulting engineering firm by DOTD, Entity shall enter into a contract (prepared by DOTD) with the consulting engineering firm for the performance of all engineering services. No sub-consultants shall be added to the project without prior approval

of the Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the Entity's "Responsible Charge" designee who will have charge and control of the project at all times.

No work shall take place until notification by DOTD of the fully executed contract between the Consultant and the Entity.

ARTICLE V: ENVIRONMENTAL NEPA PROCESS

The environmental NEPA process is eligible as a project cost if it is specified in the funding article.

The Project will be developed in accordance with the latest version of DOTD's "Environmental Manual of Standard Practice". All environmental documents and public involvement proposals are required to be developed under these requirements and shall be submitted to DOTD for review and comments

This project has been reviewed and found to meet the requirements for NEPA actions classified as "Programmatic Categorical Exclusion."

ARTICLE VI: PRE-CONSTRUCTION ENGINEERING

Pre-construction engineering is eligible as a project cost if it is specified in the funding article.

The Entity and/or Consultant 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, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements.

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways"), and LADOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The document must ensure all applicable *accessibility* codes and all related regulations are clearly stated in this section, include: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37.

The standard procedures and expectations to be used for this project will be identified in the kickoff/pre-design meeting. These procedures and expectations will identify required reviews, plan requirements and submittal requirements and review processes.

Prior to construction, if applicable, 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.

ARTICLE VII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the funding article, right-of-way acquisition is eligible as a project cost.

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; LADOTD's Right-of-Way Manual; LADOTD's LPA Right of Way Manual; LADOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

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 "Location & Survey Manual".

Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

All right-of-way acquisition files and Relocation Assistance files shall be certified by the DOTD Real Estate Section and may be subject to review/audit by the DOTD Real Estate Section and/or FHWA.

The Entity ensures that the project will be constructed within the existing right-of-way or within the right-of-way acquired by the Entity for the project, as shown on the construction plans. The Entity will send to the Project Manager a letter certifying the project can be built within the existing right-of-way. If right-of-way was acquired for construction, the letter should state that the right-of-way was acquired according to all state and federal guidelines as mentioned above. All liability and any costs incurred due to insufficient right-of-way is the responsibility of the Entity.

ARTICLE VIII: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If DOTD acquires parcels of land acquired as right-of-way for the Project, which will not remain in the State Highway System after completion and acceptance of the Project, the parcels will be transferred by DOTD, in full ownership, to the Entity, upon occurrence of a suspensive condition. The suspensive condition is the Final Acceptance of the Project by the Chief Engineer of DOTD.

The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate these improvements, all at its sole cost and expense, and in perpetuity.

Furthermore, the Entity agrees to hold harmless and indemnify and defend DOTD against any claims of third persons for loss or damage to persons or property resulting from the Entity's failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired from DOTD pursuant to this Agreement.

At the time the specific property has been identified and right-of-way maps finalized, this Agreement will be supplemented and the Supplement, including right-of-way maps, will be filed in the conveyance records of the Parish of St. Charles.

ARTICLE IX: UTILITY RELOCATION

If it is specified in the funding article, utility relocation is eligible as a project cost.

The Entity is responsible for obtaining all of the agreements and for the design of the new system, if required. The Entity is required to comply with the utility relocation process as specified in the Local Public Agency Manual Appendix.

If Utility Relocation is identified for disbursement, formal notification from DOTD of federal authorization is required prior to the issuance of a Notice to Proceed date. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the Notice to Proceed date.

ARTICLE X: PERMITS

The Entity agrees to accept all responsibility for obtaining all necessary and/or required permits and approvals necessary for the project, whether from private or public individuals and whether pursuant to local, State or Federal rules, regulations or laws.

ARTICLE XI: BIDS/CONSTRUCTION

DOTD will advertise for and receive bids for the work in accordance with DOTD's normal requirements. All such bids will be properly tabulated, extended and summarized to determine the official low bidder. DOTD will then submit to the Entity copies of the official bid tabulations for their information and comments or approval while its Review Committee will concurrently analyze the bids for DOTD. The award of contract shall comply with LSA-R.S. 48:255 and latest edition of the Louisiana Standard Specifications for Roads and Bridges, Section 103.02, Award of Contract and will be made by 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. The Entity will be notified anytime the official low bid is greater than the estimated construction costs. The Entity is responsible for all costs above the amounts shown in the Funding Commitment Letter and must acknowledge this with their approval letter, unless additional state/federal funds are made available.

Construction contracts will be prepared by 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 with the Clerk of Court in St. Charles Parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official "Notice to Proceed" with construction.

ARTICLE XII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the funding article, construction engineering and inspection is eligible as a project cost.

The Entity or its consultant will provide construction engineering and inspection services during the project construction.

DOTD will assign a representative from its District 02 Office to serve as a project coordinator for DOTD during project construction. The project coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The project coordinator will advise the Entity's Responsible Charge 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 corrective measures are taken by the Entity.

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

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through 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. Construction inspection personnel should be responsible for inspecting compliance with accessibility codes and regulations to avoid future complaints and/or litigation.
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 (EDSM), and any applicable memoranda. These documents will be made available to the consultant through the Entity.
4. Construction documentation will be performed in Site Manager. 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.
5. Contractor Quality Assurance must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by the Department through Site Manager Materials.
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 and the selected laboratory must be accredited by an accreditation laboratory approved by the Department. Approved accreditation entities are listed on the Materials Lab website.
7. 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.
8. Shop drawing review is the responsibility of the design engineer.

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

ARTICLE XIII: SUBCONTRACTING

Any subcontracting performed under this project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of the Entity and 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 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 XIV: DBE REQUIREMENTS/SUBCONTRACTING

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/SBE 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/SBE's listed on these lists may be utilized to meet the established DBE/SBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBE/SBE'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/SBE's for the previous month's reporting period on a Form CP-1A, Contractors Monthly DBE/SBE 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 XV: INCIDENTAL COSTS

Incidental Project costs, i.e. administrative, overhead, if any, incurred by the Entity shall be its responsibility.

ARTICLE XVI: COST DISBURSEMENTS

The DOTD will disburse the Entity monthly the correct federal ratio of the approved project costs (i.e. pre-construction engineering services, right-of-way acquisitions, utility adjustments and/or the costs of construction) in the funding article. The Entity shall render invoices monthly for disbursement. The 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 to the vendor. Within sixty (60) days from receipt of payment from DOTD, Entity will provide proof to DOTD of said payment to vendor. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final approved project costs as shown in the funding article (i.e. engineering services, right-of-way acquisitions, utility adjustments, construction and/or construction engineering) 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. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Entity acknowledges that the DOTD 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 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 Public Agency 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 XVII: COST RECORDS FOR ALL PHASES OF THIS PROJECT

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 three 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.

The final invoice and audit shall be hand delivered to the DOTD by the Entity Responsible Charge.

ARTICLE XVIII: 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 receipt of bids, provided any federal/state costs that have been incurred for the development of the project shall be repaid by the Entity.
3. By DOTD due to the withdrawal or reduction of State or Federal funding for the Project.

4. By DOTD due to failure by the Entity to progress the project forward or follow the specific program guidelines (link found on the Local Public Agency website). The Program Manager will provide Entity with written notice specifying such failure. If within sixty (60) days after receipt of such notice, Entity has not either corrected such failure, or, in the event it cannot be corrected within sixty (60) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any federal/state costs that have been incurred for the development of the project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other Local Public Agency projects for a minimum of 12 months or until any repayment is rendered.

ARTICLE XIX: 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, 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 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, genetic information, 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 XX: 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 XXI: FINAL INSPECTION AND MAINTENANCE

Upon completion and Final Acceptance of the project, the Parish of St. Charles will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in St. Charles Parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. The Entity shall assume the maintenance of the improvement at its expense and in a manner satisfactory to DOTD and/or the FHWA. An acceptance letter with a copy of the resolution shall be furnished to DOTD by the Entity.

Before making the final inspection, the Entity's Responsible Charge shall notify DOTD's District Project Coordinator so that he/she may have representatives present for such inspection.

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.

ARTICLE XXII: 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:

Valerie BeArhelot
Kelly Fonseca

APPROVED AS TO FORM
subdivisions
CONSULTANT CONTRACT
SERVICES

STATE OF LOUISIANA
PARISH OF ST. CHARLES

BY: [Signature]

V. J. St. Pierre, Jr.
Typed or Printed Name
Parish President
Title
72-6001208
Taxpayer Identification Number
07-944-8924
DUNS No.
20.205
CFDA No.

WITNESSES:

[Signature]
[Signature]

NEW ORLEANS REGIONAL
PLANNING COMMISSION

BY: Walter Brooks

Walter Brooks
Typed or Printed Name
Executive Director
Title

WITNESSES:

Cassandra D. Gray
Carmel Pysant

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: Lance P. Williams
Secretary

RECOMMENDED FOR APPROVAL:

BY: [Signature]
Division Head

Responsible Charge for Federal-Aid Projects

In accordance with Federal Regulation 23 CFR 635.105 the Local Public Agency must provide a full time employee of the Local Public Agency to be in "responsible charge" of the project. This person does not need to be an engineer. This person is required even when consultants have been retained by the LPA to manage the entity's engineering activities, including design and construction engineering and inspection services. Identified below is the information and duties required of this employee.

Project No. H. 010843 Project Name: Ormond Boulevard Rehabilitation

Entity: St. Charles Parish

Name & Title of Responsible Person Holly Fonseca, Grants Officer (administration contact) and

Contact Information: Lee Zeringue, Public Works Senior Engineer (project management contact)

Address: P.O. Box 302, 15045 River Road, Hahnville, LA 70057

Phone: 985-783-5170 Cell Phone: 504-453-7878

E-mail: hfonseca@stcharlesgov.net

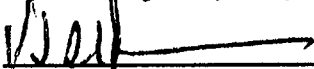
NOTE: The regulation does not require the same public employees to be in responsible charge over several projects. It allows for the transfer of responsible charge duties for different phases, i.e. design and construction. If design and construction duties are handled by separate individuals on a project, please identify each employee and the phase of the project they are responsible for. (Note: Only one employee per phase should be listed.)

Duties:

- This person acts as the primary point of contact for the Entity with the DOTD Project Manager.
- Oversees project activities; cost, time adherence to contract requirements, design and construction quality and scope
- Ensures the contract is properly recorded
- Directs project staff, agency or consultant, to carry out project administration and contract oversight including proper documentation
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste and abuse
- Maintains familiarity of day to day project operations & safety issues
- Visits and reviews the project on a frequency that is proportionate with the magnitude and complexity of the project.
- Attends all project related meetings. (It is understood that if the person in Responsible Charge is not in attendance, the meeting will be cancelled.)

V. J. St. Pierre, Jr., Parish President

Name of Signatory Party for the Local Public Agency



Signature of Signatory Party for the Local Public Agency

NOTE: It is the Entity's responsibility to notify the Project Manager if the Responsible Person in Charge changes during any phase or duty.