

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 2

STATE PROJECT NOS. 744-45-0002 AND 845-03-0018
FEDERAL AID PROJECT NO. ENH-374-1(006)
PAUL MAILLARD ROAD SIDEWALKS
ST CHARLES PARISH

THIS SUPPLEMENTAL AGREEMENT NO. 2, made and executed in three (3) original copies on this 20th day of March, 2003, by and between the Department of Transportation and Development, ("DOTD"), and the Parish of St. Charles, a political subdivision of the State of Louisiana, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the DOTD and the Sponsor previously entered into a formal agreement, dated July 18, 1995, and Supplemental Agreement No. 1 dated May 6, 1997, thereto for sidewalks along Paul Maillard Road (La Hwy 52); and

WHEREAS, it is necessary to amend the Agreements to reflect that financial and recording changes that have taken place, as well as updating the Agreements to reflect current policies; and

WHEREAS, the DOTD is agreeable to the changes in the implementation of the Project and desires to cooperate with the Sponsor as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree to amend the July 18, 1995, Agreement and Supplemental Agreement No. 1 thereto as follows:

1.

Preface—The following paragraph is added:

WHEREAS, the Sponsor agrees to abide by the policies and procedures set forth in the current edition of both the "Transportation Enhancement Information Guide" and the "I've Got a Project, Now What Do I Do?" manual; and

2.

Article I – The 2nd paragraph of the Article is deleted and the following substituted to reflect an additional state project number assigned to the project.

For construction costs, State Project Nos. 744-45-0002 and 845-03-0018 and Federal Project No. ENH-374-1(005) have been assigned.

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

3.

Article II – The Article is deleted and the following substituted to reflect additional Federal Funds allotted to the project.

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Sponsor's expense, as the case may be, the cost of this project will be a joint participation between the Sponsor and the Federal Highway Administration, hereinafter "FHWA", with the Sponsor 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 \$ 377,500.00. With this funding option, the Sponsor agrees to provide all design and construction inspection. The Sponsor 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 IX {Cost Reimbursements}.

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 Sponsor expects to be reimbursed for incurred prior to such authorization will not be compensable.

4.

Article III – The Article is deleted and the following substituted to reflect current Federal codes.

The Sponsor shall select and enter into a contract with a consulting engineer firm for the performance of all engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed improvements as covered herein. The fee for these services shall be paid for by the Sponsor.

The Sponsor 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 "Drainage Manual" which is made a part hereof by reference.

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 Sponsor 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 Sponsor shall, at its expense, be responsible for relocation of any utilities which conflict with construction. These costs are not considered eligible for federal or state reimbursement. Adjustments to utilities, however, may be included in the plans. Adjustments are dealing with vertical positioning alone (up or down). Relocation is dealing with the horizontal positioning of a utility. 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 Sponsor 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.

5. The Sponsor shall, at its expense, acquire all right-of-way and servitudes required for the project. Acquisitions must be accomplished in accordance with applicable DOTD and FHWA laws, requirements and regulations. Acquisitions must be reviewed and certified by the DOTD District Real Estate Officer and must be completed prior to federal authorization for construction letting. Federal authorization is requested 6 weeks prior to letting. If the Sponsor requested use of the right-of-way expenditures as match in their Enhancement Application, then the value of the ROW acquisition must be provided to the DOTD District Real Estate Officer with a copy to the DOTD Enhancement Coordinator.

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

6. 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.

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

8. After plans have been developed to show all information required for a plan-in-hand inspection, the Sponsor 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 Sponsor 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.

9. After plans have been developed to show all final design information and quantities, the Sponsor shall provide one (1) signed and stamped set of vellum reproducible 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 and cost estimate along with one (1) electronic copy of the documents in Microsoft Office format. These documents shall be subject to a complete review by members of DOTD and FHWA.

Subsequent to final plan submission, Sponsor shall address all applicable comments

10. 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 Sponsor in writing of such approval and will advertise the project for the receipt of bids.

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

5.

The following Articles are unchanged:

**Article V-Construction
Article VI-Subcontracting**

6.

Article VII – The Article is deleted and the following substituted to reflect current Federal coding.

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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor 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 Sponsor or its Contractor.

7.

Article VIII-Incidental Costs is unchanged.

8.

Article IX-The Article is deleted and the following substituted to reflect costs to be reimbursed by Federal Funds.

The DOTD will reimburse the Sponsor monthly the correct FHWA ratio of the costs of construction in effect at the time of authorization, less a 5% retainage of the FHWA share. The Sponsor shall render invoices monthly for reimbursement, which invoices shall be certified as correct by the proper designated official of the Sponsor. All invoices shall have the official name of project and project numbers affixed to each sheet. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs of 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. Before final payment is recommended by DOTD (including the 5%retainage), all documentation of pay quantities shall conform to DOTD policies and procedures. The Sponsor 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 Sponsor will be obligated to assume full financial responsibility. The Sponsor 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 Sponsor.

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

Should the Sponsor fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment request from the Sponsor 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 Sponsor projects 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 Sponsor and its contractor

9.

Article X- Cost Records is unchanged.

10.

Article XI-The Article is amended to include cancellation clause number 4 that follows.

4. By the DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

11.

The following Articles are unchanged:

Article XII - Project Responsibility
Article XIII - Final Inspection and Maintenance

12.

Article XVI – The Article is deleted and the following substituted to reflect current Federal coding.

The Sponsor agrees that the project will be developed in full, in accordance with the principles and intents contained in the DOTD's latest Title VI Plan (Phase I) and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate

key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

Further, the Sponsor agrees that its own employment policies and practices will afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by the DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

13.

Article XV-The Article is deleted and the following substituted to reflect current Federal codes.

The Sponsor 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.

14.

The Agreement is amended to include Article XVIII-State Horticulture Provisions as follows.

The Sponsor 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.

15.

ARTICLE XIV - ORIGINAL AGREEMENT

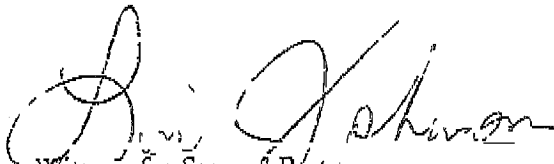
All requirements of the aforesaid Agreement of July 18, 1995, and Supplemental Agreement No. 1, dated May 6, 1997, except as specifically modified by this supplemental agreement, shall remain in full force and effect.

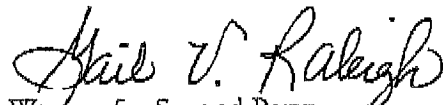
IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

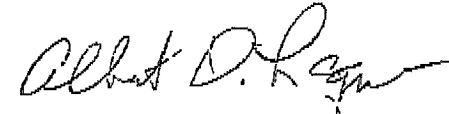

Witness for First Party


Witness for First Party


Witness for Second Party


Witness for Second Party

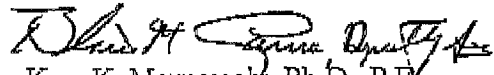
STATE OF LOUISIANA
PARISH OF ST CHARLES

BY: 
Albert O. Lague
Typed or Printed Name

TITLE: Parish President

726001208
Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: 
Kam K. Movassaghi, Ph.D., P.E.
Secretary

RECOMMENDED FOR APPROVAL:

BY: 
Chief Engineer