

Consultant's  
Copy

FEDERAL STIMULUS PROJECT

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CITY/STATE AGREEMENT  
STATE PROJECT NO. 428-03-0013  
FEDERAL AID PROJECT NO. ARR-4508(502)  
LA 3127 (EASTBOUND LANES LM 9.76 TO I-310)  
LA 3127  
ST. CHARLES PARISH

**THIS AGREEMENT** made and executed in three original copies on this 27<sup>th</sup> day of January, 2010, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and **the St. Charles Parish**, a political subdivision 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 improvement projects under the direct administration of the 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**, under provisions of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, funds have been appropriated to finance certain projects under the direct administration of the DOTD; and

**WHEREAS**, under the provisions of ARRA, Metropolitan Planning Organization (MPO) are sub-recipients of these funds and are responsible for selecting projects to utilize this funding:

**WHEREAS**, the New Orleans Area MPO (Regional Planning Commission) (RPC) has selected this Project for ARRA funding as shown in ATTACHMENT A; and

**WHEREAS**, the 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 scope of this project will be to cold plane and overlay the existing LA 3127 eastbound lanes from log mile 9.76 to I-310 with superpave asphaltic concrete, guardrail improvements and the application of new pavement striping and markers, for a distance of 1.38 miles in St. Charles Parish.

For purposes of identification and record keeping State and Federal Project Numbers have been assigned to this project as follows:

For construction cost, **State Project No. 428-03-0013 and Federal Project No. ARR-4508(502)** has been assigned.

### **ARTICLE II: FUNDING**

Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Entity's expense, as the case may be, the cost of this project shall be funded through the American Recovery and Reinvestment Act of 2009 (ARRA), of which 100% funding has been allocated for construction of this project. In the case the ARRA funds are exceeded, then per ATTACHMENT A, the MPO will have the option of canceling the project, using STP>200k funds, if available, or using 100% local funds. Once the ARRA allocation has been expended, then all remaining project costs may be a joint participation between the DOTD, and the Federal Highway Administration ("FHWA"), with the **DOTD** contributing 20% and FHWA contributing, through the DOTD, the remaining 80% of the overall project costs using STP>200k funds. If STP>200k funds are not available, then the MPO can cancel the project or the Entity will be responsible for 100% of the remaining project cost. Funds will be disbursed in accordance with DOTD's normal procedures. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for Federal-Aid participation, if it so desires, and at its own cost.

**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 incurred prior to such authorization will not be compensable.**

### **ARTICLE III: CONCEPTUAL PLANS AND ENVIRONMENTAL DECISION**

This project has been reviewed and the finding is that this project meets the requirements for actions classified as "Programmatic Categorical Exclusions."

### **ARTICLE IV: PRE-CONSTRUCTION ENGINEERING**

The DOTD District 02 shall perform all pre-construction engineering services necessary for the

preparation of complete plans, specifications and estimates for the proposed improvements as covered herein, on behalf of St. Charles Parish.

#### **ARTICLE V: BIDS/CONSTRUCTION**

The DOTD shall prepare bid proposals, advertise for, receive bids for the work, award and enter into a contract with the lowest responsible bidder.

The DOTD shall construct this Project in accordance with its requirements and shall provide technical administration and inspection services during construction in accordance with its normal procedures.

#### **ARTICLE VI: RIGHT-OF-WAY ACQUISITION AND RELOCATION**

It is anticipated that no right-of-way will be required for this project. If right-of-way is required, this Article will be amended by Supplemental Agreement.

#### **ARTICLE VII: UTILITY RELOCATION**

Utilities are a compensable item. The DOTD is responsible for obtaining all of the agreements, if required. The District DOTD Utility Representative will determine the eligibility of the relocated system for reimbursement with federal funds and will review the utility agreements to ensure they have been accurately completed. The design of the new system is not eligible for federal funds; the cost of the design or any ineligible items is borne by the Entity or its representative.

**No Notice to Proceed shall be issued and no compensable costs for utility relocation may be incurred prior to a formal notification from DOTD and FHWA that authorization has been received. Any costs for which the Entity expects to be reimbursed prior to such authorization will not be compensable.**

#### **ARTICLE VIII: CONSTRUCTION ADMINISTRATION AND INSPECTION**

The DOTD will conduct the construction administration and inspection or advertise and select a consultant utilizing American Recovery and Reinvestment Act of 2009 funds and, in the event that said funds are completely exhausted, the remaining costs for construction administration and inspection will be funded through the STP>200K funds with local match from the DOTD. The selected consultant shall enter into a contract (prepared by DOTD) with the DOTD to provide a construction administration and inspection during the project construction.

#### **ARTICLE IX: INCIDENTAL PROJECT COSTS**

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

#### **ARTICLE X: 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; but 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 cost that has been incurred for the preparation of plans is not eligible for reimbursement by the DOTD or the FHWA.
3. By the DOTD due to the withdrawal or reduction of State or Federal funding for the Project.

#### **ARTICLE XI: PUBLIC LIABILITY**

The Entity shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to 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 the Entity, its agents, servants or employees while engaged upon or in connection with the services required or performed by the Entity or resulting from the ownership, possession or control of the improvement during its life.

#### **ARTICLE XII: FINAL INSPECTION AND MAINTENANCE**

Upon completion and Final Acceptance of the project, the DOTD shall assume the maintenance of the improvement at its expense and in a manner satisfactory to the DOTD and/or the FHWA. Before making the final inspection, the Entity and the DOTD's District Administrator shall be notified so that they may have representatives present for such inspection.

#### **ARTICLE XIII: CONTRACTUAL OBLIGATIONS OF THE STATE**

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, the DOTD, or the Entity, in violation of Louisiana Constitution, Article 1, § 23.

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:

Barbara Jacob Tucker

Valarie Berthelot

STATE OF LOUISIANA  
ST CHARLES PARISH

BY: W. St. Pierre

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

Parish President  
Title

72-6001208  
Taxpayer Identification Number

WITNESSES:

Cassandre D. Day

Currell Duput

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: William D. Ankner, PH.D.  
Secretary

RECOMMENDED FOR APPROVAL:

BY: William Temple  
Chief Engineer

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE NEW ORLEANS AREA METROPOLITAN PLANNING ORGANIZATION  
(REGIONAL PLANNING COMMISSION) AND THE LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT  
REGARDING METROPOLITAN PLANNING ORGANIZATION-AMERICAN RECOVERY  
REINVESTMENT ACT OF 2009 FUNDING

June 11, 2009

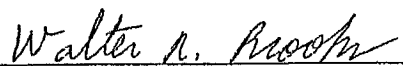
In the American Recovery and Reinvestment Act of 2009 (ARRA), Metropolitan Planning Organization's (MPO) are sub-recipients of ARRA funding, and are responsible for selecting projects to utilize this funding. The New Orleans Area MPO (Regional Planning Commission) was sub-allocated \$29,124,109 of ARRA funds. In cases where the ARRA funding provided to the MPO is found to be either insufficient or in excess of the amount required to complete any of the selected projects, this Memorandum of Understanding will define the agreed upon approach to handling the situation which may exist:


The New Orleans Area MPO (Regional Planning Commission) proposes to implement the following projects:

S.P. 742-26-0053	Lapalco (Manhattan – Fatma)
S.P. 838-03-0018	LA 406 (LA 23 – LA 407)
S.P. 742-36-0008	Earhart (Hamilton – Fern)
S.P. 742-36-0117	Fleur de Lis (Vet. – 30 <sup>th</sup> St)
S.P. 450-90-0230	I-10 Fencing, safety, beautification
S.P. 428-03-0013	LA 3127 (Logmile 9.7 – I-310)
S.P. 046-03-0076	LA 46 (Orleans Line – Paris Road)

In the event ARRA funding is insufficient to fully fund all the projects, the MPO will have the option to cancel projects which do not have sufficient ARRA funding, or, through its member local government agencies, provide the additional funding as needed. This additional funding may be 100% local funds or funds from the MPO's regular Urban Systems (>200K) Program, with the 20% match being provided by the local government entity. An exception to this would be if the project is on a State route, in which case the Department of Transportation and Development (DOTD) may provide the 20% match.

In the event there are MPO-ARRA funds remaining after the MPO's projects have been funded, DOTD will work closely with the MPO to ensure that the funds are utilized on another project within the MPO area. Every effort will be taken to ensure that the funds are not lost or reallocated to another State.

  
Walter R. Brooks, Executive Director  
Regional Planning Commission

  
DOTD