

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

**AGREEMENT
STATE PROJECT NO. 845-17-0010
FEDERAL AID PROJECT NO. STP-4503(501)
ALMEDIA ROAD IMPROVEMENTS
ST. CHARLES PARISH**

THIS AGREEMENT, made and executed in three original copies on this ___ day of _____, 2003, 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 "Entity;" and

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, 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 improvement that is to be undertaken under this Project is to provide geometric improvements along Almedia Road (LA 50) in St. Charles Parish, Louisiana. This project will involve constructing right turn lanes at LA 50 at its intersection of US 61 to the north and LA 48 to the south. The existing traffic signal at the intersection of LA 50 and US 61 will be upgraded to accommodate the new geometric improvements and will include a recommended phasing and timing plan.

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

For pre-construction engineering services, **State Project No. 700-45-0108 and Federal Project No. STP-4503(502)** has been assigned. Progress reports, invoices and other such data in connection with pre-construction engineering shall be identified with these project numbers.

For construction costs, including construction engineering services and testing, **State Project No. 845-17-0010 and Federal Project No. STP-4503(501)** has been assigned. All costs associated with these services shall be identified with these project numbers.

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished at the Entity's expense or at the DOTD expense, as the case may be, the cost of this project will be a joint participation between the Entity and the Federal Highway Administration ("FHWA"), with the Entity contributing the 20% match of the participating construction cost and the FHWA contributing, through the DOTD, the remaining 80% at the time of authorization. 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. Funds will be disbursed as provided in **Article IX**.

For services eligible for reimbursement, no Notice to Proceed shall be issued and no compensable costs 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: PRE-CONSTRUCTION ENGINEERING

The DOTD shall advertise and select a consulting engineer firm for the performance of all pre-construction engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed improvements as covered herein. Following the selection of the consulting engineering firm by the DOTD, the Entity shall enter into a contract with the consulting engineering firm for the performance of all engineering services.

ARTICLE IV: BIDS/CONSTRUCTION

The DOTD shall prepare bid proposals, advertise for and receive bids for the work, and 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 V: CONSTRUCTION ADMINISTRATION AND INSPECTION

DOTD will conduct the construction administration and inspection or advertise and select a consultant via the STP>200K funds with local match from St. Charles Parish. The consultant will provide construction administration and inspection during the project construction. The Entity will provide a full time employee to provide direct supervision and have charge of the project at all times.

ARTICLE VI: SUBCONTRACTING

Any subcontracting performed under this project either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of the Entity and the 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 VII: DBE REQUIREMENTS

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 maximum 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 Entity or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The Entity or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms

have maximum opportunity to compete for and perform contracts. The Entity 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 Entity 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 Entity or its Contractor.

ARTICLE VIII: INCIDENTAL 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 IX: COST REIMBURSEMENT

The Entity shall be responsible for the 20% match.

When the final costs of construction and 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 FHWA will not participate in the cost of those items not constructed in accordance with the approved plans and specifications; in this event the Entity agrees to assume full financial responsibility.

The Entity shall submit all final billings for all phases of the work within one year after the completion and Final Acceptance of the project. Failure to submit these billings within the one year period shall result in the project being closed on previously billed amounts, with the Entity assuming responsibility for any unbilled costs.

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

Should the Entity fail to reimburse the DOTD any and all cited amounts within a thirty day period after notification, all future payment requests from the Entity will be withheld 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 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 Entity and its contractor.

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, copy of which Acceptance shall be furnished by the DOTD to the Entity, the DOTD shall assume the maintenance of the improvement at its expense and in a manner satisfactory to the DOTD and/or the FHWA. The Final Acceptance will be recorded by the DOTD. 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.

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:

Jolanie Berthelet
Nicole Beaupre

STATE OF LOUISIANA
ST. CHARLES PARISH

BY: Albert D. Laque

Albert D. Laque
Typed or Printed Name

Parish President
Title

72-6001207
Taxpayer Identification Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY:

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

RECOMMENDED FOR APPROVAL:

BY:

William H. Temple, P.E.
Chief Engineer