

Reso.

**2012-0367**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)**

**RESOLUTION NO. 5942**

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for federal funding in the amount of \$90,250.00, for the St. Charles Parish Portable Message Boards, State Project No. H.010215.

**WHEREAS,** St. Charles Parish submitted an application for funding of the purchase of four (4) portable message boards with optional deep cycle batteries and two (2) cameras and two (2) data collectors, to improve roadway safety; and,

**WHEREAS,** by way of a letter dated March 22, 2012, Mr. Jason Taylor, P.E., Local Road Safety Engineer, Louisiana Local Technical Assistance Program, advised that the St. Charles Parish Local Road Safety Program application was tentatively approved for funding pending clarification on the safety issues that will be addressed by the requested surveillance cameras; and,

**WHEREAS,** following receipt of the requested clarification, the State has prepared an Agreement to provide funding for 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 and St. Charles Parish for funding of the St. Charles Parish Portable Message Boards, State Project No. H.010215.

**BE IT FURTHER RESOLVED** that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

**YEAS:** FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS  
**NAYS:** NONE  
**ABSENT:** SCHEXNAYDRE

And the resolution was declared adopted this 15th day of October, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: 10.17.12  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 10-17-12  
AT: 1:40 pm RECD BY: [Signature]

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.010215  
ST. CHARLES PARISH PORTABLE MESSAGE BOARDS  
ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in three original copies on this 16 day of November, 2012, by and between the **Louisiana 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”.

**WITNESSETH:** That;

**WHEREAS**, under the provisions of Title 23, United States Code, "Highways", as amended, Highway Safety Transfer funds have been appropriated out of the Highway Trust Fund to finance 'Local Road Safety Program' 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 Entity understands that funding for this project is not a grant, but will take the form of disbursements of eligible expenditures as provided herein; and

**WHEREAS**, the Entity insures the project is part of Transportation Improvements Program (TIP), which serves to implement the area wide transportation plan held currently valid by the appropriate local officials; and

**WHEREAS**, the Entity agrees to abide by the policies and procedures set forth in State Purchasing Regulations; and

**WHEREAS**, 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**

This project is undertaken for the sole purpose of purchasing four (4) portable message boards, Wanco, Model WTMMB-SLL (A) with optional deep cycle batteries and two (2) cameras and two (2) data collectors or approved equal, to improve roadway safety as per the approved 2012 LRSP application.

State Project No. H.010215  
St. Charles Parish Portable Message Boards  
St. Charles Parish

The following project number has been assigned to this project:

State Project No. H.010215

All invoices incurred in the performance of these services shall be identified with this project number.

## ARTICLE II – SERVICES BY ENTITY

The services to be performed by the Entity shall be the procurement of portable message boards and associated equipment.

| <u>Description</u>               | <u>Quantity</u> |
|----------------------------------|-----------------|
| Portable Message Boards          | 4 each          |
| Optional Deep Cycle Batteries    | 4 each          |
| Optional Camera & Tower Assembly | 2 each          |
| Optional Traffic Data Collector  | 2 each          |

## ARTICLE III - PROCUREMENT REQUIREMENTS

The Entity procurement procedures shall conform to state and local laws and regulations and specifically the provisions of La. R.S. 38:2212.

The Entity shall not begin procurement procedures until official authorization has been received from DOTD.

## ARTICLE IV - FUNDING

The cost of this project will be a joint participation between the Entity and the U.S. Department of Transportation, hereinafter “USDOT”, with the USDOT contributing, through the DOTD, 95% of the purchase costs of materials and the Entity contributing 5%. The total estimated cost of the project funded through this agreement is \$95,000. The Entity is required to provide a match of \$4,750 based on the required 5% match and the USDOT will provide a maximum amount of \$90,250 through DOTD using Highway Safety Transfer funds. The Entity may, however, incorporate items of work into the project not eligible for Federal-Aid participation at its own costs.

**“For services eligible for disbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that authorization has been received. Any costs incurred prior to such authorization will not be compensable.”**

### **ARTICLE V - DBE REQUIREMENTS**

It is the policy of the USDOT 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 Entity or its supplier 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 Entity or its supplier 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 Entity or its supplier 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 supplier 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 supplier.

### **ARTICLE VI - INCIDENTAL COSTS**

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

Incidental project costs incurred by the DOTD for services relating to this project will be absorbed by DOTD.

### **ARTICLE VII: COST DISBURSEMENTS**

The DOTD will disburse the Entity monthly the correct ratio of the costs of pre-construction engineering services, right-of-way acquisitions, utility adjustments, material purchase costs, contract administration and the costs of construction in effect at the time of authorization. The Entity shall

render invoices monthly for disbursement, which 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 and within sixty (60) days from receipt of payment from DOTD, Entity will provide proof of said payment. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs of engineering services, right-of-way acquisitions, utility adjustments, material purchase costs, construction and construction engineering have been determined, adjustments will be made (except as noted above for construction engineering charges) so that the amount of participation in these items will not exceed the percentages outlined in Article IV. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Entity acknowledges, however, that the USDOT 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 USDOT or 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 Road Safety Program or Urban System project will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the USDOT in the project shall in no way be construed to make the DOTD or the USDOT a party to the contract between the Entity and its contractor.

#### **ARTICLE VIII: COST RECORDS**

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 five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, the USDOT, 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.

### **ARTICLE IX - 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 to the Entity 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 purchase of the items covered in this contract.
3. By the DOTD due to the withdrawal of State or Federal funding for the project.
4. By the DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

### **ARTICLE X - PROJECT RESPONSIBILITY**

The DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with this project as specifically set forth herein; however, the Entity will assume full responsibility for the project and will save harmless the DOTD against any loss or damage of any kind, incident to or occasioned by deeds undertaken in pursuance of this agreement.

### **ARTICLE XI – 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; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

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, 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 XII - 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 XIII - FINAL ACCEPTANCE AND MAINTENANCE**

Upon delivery and acceptance of the portable message boards by the Entity, the DOTD Local Road Safety Program Manager shall be notified so that a final review and/or inspection can be scheduled. The Entity shall assume all maintenance or other recurring costs associated with the subject procurement.

### **ARTICLE XIX: 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, DOTD, or the Entity, in violation of Louisiana Constitution, Article 1, § 23.

### **ARTICLE XX: 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.

State Project No. H.010215  
St. Charles Parish Portable Message Boards  
St. Charles Parish

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:

*Aredo C. Leman*  
*[Signature]*

STATE OF LOUISIANA  
ST. CHARLES PARISH

BY: *[Signature]*

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

Parish President  
Title

72-6001208  
Taxpayer Identification Number

079448924  
DUNS Number

20.607 and 20.608  
CFDA Nos.

WITNESSES:

*Michelle Daruell*  
*Rosie Jolley*

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: *[Signature]*  
for Secretary

RECOMMENDED FOR APPROVAL:

BY: *[Signature]*  
on Division Head