

1 Introduced July 13, 2010, by Councilman
2 Hicks, seconded by Councilman Cuslmano

3
4 **RESOLUTION R10-21**

5 A resolution authorizing the Mayor of the City of Slidell (hereinafter City) to
6 execute Supplemental Agreement No. 1, State Project No. 742-52-001, Federal Aid
7 Project No. ARR-5207(509), I-10 Southwest Frontage Road Extension, with the
8 Department of Transportation and Development (hereinafter DOTD).

9 WHEREAS, the DOTD and the City previously entered into an Agreement
10 dated March 17, 2008 to construct a Frontage Road along I-10 between LA 433 and
11 Fremaux Road interchange, now wishes to amend the Original Agreement to reflect
12 funding source for this project shall be funded through the American Recovery and
13 Reinvestment Act of 2009; and
14 Reinvestment Act of 2009; and
15

16
17 WHEREAS, under the provisions of Division A, Title XII of the American
18 Recovery and Reinvestment Act of 2009, funds have been appropriated to finance certain
19 projects under the direct administration of the DOTD; and
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21


22 WHEREAS, the DOTD and the City are mutually agreeable to the changes in
23 the implementation of this Project and desires to cooperate with each other as hereinafter
24 provided.
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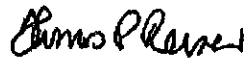
27 NOW THEREFORE BE IT RESOLVED that the Slidell City Council does
28 hereby authorize the Mayor to execute the agreement with the DOTD as attached here.
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ADOPTED this 13th day of July, 2010.


Lionel Hicks
President of the Council
Councilman, District A


Thomas P. Reeves
Council Administrator

Certified True Copy



Slidell City Council



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245
Baton Rouge, Louisiana 70804-9245

www.dotd.la.gov
225-379-1733



SHERRI H. LEBAS, P.E.
SECRETARY

August 16, 2010

The Honorable Freddy Drennan, Mayor
City of Slidell
P. O. Box 828
Slidell, LA 70459

RE: **Supplemental Agreement No. 1**
State Project No. 742-52-0012
F.A.P. No. ARR-5207(509)
I-10 Southwest Frontage Road Extension
Saint Tammany Parish

RECEIVED BY:

AUG 19 2010

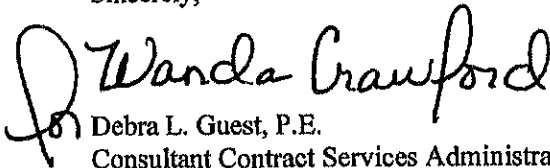
MAYOR'S OFFICE

Dear Mayor Drennan:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and the City of Slidell dated August 16, 2010.

If you have any questions or comments, please contact **Sue Ellen Hopper** at (225) 379-1826.

Sincerely,


Debra L. Guest, P.E.
Consultant Contract Services Administrator

DG: seh

Attachments

pc: Mr. Brent Waguespack
Ms. Connie Standige (District 62)
District 62 Assistant District Administrator of Engineering
District 62 Assistant District Administrator of Operations
District 62 Area Engineer
Ms. Diane Chastain
Financial Services Section
Ms. Terri Campo
Ms. Robin Matthews

Consultant's
Copy

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 1
STATE PROJECT NO. 742-52-0012
FEDERAL AID PROJECT NO. ARR-5207(509)
(FORMERLY STP-5207(509))
I-10 SOUTHWEST FRONTAGE ROAD EXTENSION
(FORMERLY I-10 SW SERVICE ROAD EXTENSION –
FREMEAUX INTERCHANGE)
SAINT TAMMANY PARISH

THIS SUPPLEMENTAL AGREEMENT, made and executed in three original copies on this 16th day of August, 2010, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and the City of Slidell, a political subdivision of the State of Louisiana, hereinafter referred to as ("Entity").

WITNESSETH: That;

WHEREAS, the DOTD and the Entity previously entered into an Agreement dated March 17, 2008 to construct a Frontage Road along I-10 between LA 433 and Fremeaux Road interchange, now wishes to amend the Original Agreement to reflect funding source for this project shall be funded through the American Recovery and Reinvestment Act of 2009; and

WHEREAS, under the 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, the DOTD and the Entity are mutually agreeable to the changes in the implementation of this Project and desires to cooperate with each other as hereinafter provided; and

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

1.

ARTICLE I: PROJECT DESCRIPTION is hereby amended to read as follows:

"The improvement that is to be undertaken under this Project will construct a Frontage Road along the west side of Interstate 10 from approximately 1300 feet north of LA 433 (Old Spanish Trail) and approximately 300 feet south of the Fremeaux Road Interchange, a distance of approximately 1.02 miles, in the City of Slidell, Louisiana.

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“For purposes of identification and record keeping, **State Project No. 742-52-0012 and Federal Project No. ARR-5207(509)** has been assigned to this project. **State Project No. 742-52-0014 and Federal Project No. ARR-5210 (508)** has been assigned for Right-of-Way. All costs associated with these services shall be identified with these project numbers.”

2.

ARTICLE II: FUNDING is hereby amended to read as follows:

“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 “DEMO” funds, the American Recovery and Reinvestment Act of 2009 (ARRA), of which funding has been allocated for Right-of-Way acquisition and construction of this project, and STP<200k funds. In the case the “DEMO” funds are exceeded, all remaining project costs will utilize ARRA funds. In the case that the ARRA allocation has been expended, all remaining project costs will be a joint participation between the Entity, and the Federal Highway Administration (“FHWA”), with the Entity contributing 20% and FHWA contributing, through the DOTD, the remaining 80% of the remaining project costs using STP<200k funds. If STP<200k funds are not available then the Entity would be responsible for 100% of the remaining project cost. 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 in accordance with DOTD’s normal procedures.

“The Entity agrees that it will not incur any contractual obligations or expend funds until receipt of the Federal Highway Administration authorization, and notification by DOTD that it may incur contractual obligation and fund expenditures.

“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.

“In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, FHWA requires repayment of Federal funds. The Entity shall be responsible for providing the funds for the repayment.”

3.

ARTICLE III: PRE-CONSTRUCTION is hereby amended to read as follows:

"The Entity 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. The Entity shall enter into a contract with the consulting engineering firm for the performance of all engineering services. The Entity shall be responsible for all cost associated with the pre-construction engineering services.

"The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq. The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

"The engineers chosen 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 the Federal Aid Policy Guide (FAPG), including FAPG Part 630 and 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements.

"1. The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards for Highways"), FAPG Part 625 and La DOTD guidelines. 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 "*Hydraulic Manual*".

"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 "Location & Survey Manual".

"3. The Project will be developed in accordance with the latest version of the DOTD's "Environmental Impact Procedures Manual" and the FAPG. 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. Prior to completion of preliminary plans, the Entity shall identify all utilities which may need relocation and/or adjustments and inform such

utility companies by letter one (1) year prior to the bid letting for the project. Copies of said letter will be furnished to the DOTD's Utilities Section. Copies of letters transmitting plans to each utility company will also be furnished to the DOTD's Utilities Section. A monthly status report for each conflicting utility will be sent to the DOTD's District Utility Representative beginning eight (8) months prior to the letting date.

"The Entity will submit copies of letters from each utility company sixteen (16) weeks prior to bid letting, stating that arrangements have been made for all required relocations and/or adjustments.

"5. After preliminary plans have been developed to show all information required for a plan-in-hand inspection, one complete set of reproducible prints shall be submitted to the DOTD for a complete plan-in-hand inspection with members of the DOTD at a time and date mutually agreed to in advance by all parties.

"6. Following the completion of preliminary plans, one (1) complete set of reproducible prints of the basic plans, dated and stamped "Preliminary", and a preliminary cost estimate shall be submitted to the DOTD for review and comment.

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

"8. After design approval and completion of right-of-way plans, the Entity shall proceed with the acquisition of right-of-way. See Article V.

"9. Subsequent to approval of final plans, acquisition of all required right-of-way and the relocation and/or adjustment of all utility conflicts, the Entity shall submit the construction proposals and construction cost estimate and complete the Plan, Specification and Estimate (P S & E) to DOTD for processing by DOTD for FHWA approval. Upon receipt of formal approval of the P S & E submission from the FHWA, the DOTD will advertise the project for the receipt of bids."

4.

ARTICLE V: RIGHT-OF-WAY ACQUISITION AND RELOCATION is hereby amended to read as follows:

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

"Entity shall sign and submit the LPA Assurance Letter to the La DOTD Right-of-Way Section annually. Entity is hereby informed that no right of way activity shall begin on this Project until Entity has authorization to proceed from the La DOTD Right-of-Way Section. To do so may jeopardize State and/or Federal participation in this Project including participation in right of way acquisition and Project construction. As soon as it is known that the acquisition of right of way is required for this Project, the Entity shall contact the La DOTD Right of Way Section for guidance.

"All right-of-way acquisition files and location assistance files shall be certified by the La DOTD Real Estate Section and will be subject to review/audit by the LA 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.

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

5.

ARTICLE VI: CONSTRUCTION ADMINISTRATION AND INSPECTION is hereby amended to read as follows:

"The DOTD will 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 Entity. The selected consultant shall enter into a contract (prepared by DOTD) with the entity to provide a construction administration and inspection during the project construction. No sub-

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consultants shall be added to the project without prior approval of the Consultant Contract Services Unit. The Entity will provide a full time employee to provide direct supervision and have charge of the project at all times.

“The DOTD will assign a project engineer from its District Office at 62 to serve as a construction coordinator for the DOTD during project construction. The construction coordinator will make intermittent trips to the construction site to insure that the construction contractor is following established construction procedures and that applicable Federal and State requirements are being enforced. The construction coordinator will advise the Project Engineer 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 the 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 the DOTD is required for equipment and/or construction procedures, such approval must be obtained through the 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.

“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. 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. All materials to be tested shall be sampled in accordance with the DOTD's Sampling Manual. All material testing other than the test normally run by project personnel on the job site shall be tested by the DOTD's District or Central Laboratory.

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“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 meet the AASHTO Material Reference Laboratory (AMRL) requirements.

“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.

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

7.

The Original Agreement is further supplemented to add the following Article XVIII:

ARTICLE XVIII: UTILITY RELOCATION

“Utilities are a compensable item. The Entity is responsible for obtaining all of the agreements and for the design of the new system, 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 which the Entity expects to be reimbursed prior to such authorization will not be compensable.”

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

WITNESSES:

STATE OF LOUISIANA
CITY OF SLIDELL

Maryanne Carollo
Witness for First Party

BY: [Signature]

FREDDY DRENNAN
Typed or Printed Name

[Signature]
Witness for First Party

TITLE: MAYOR

72-6001341
Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

[Signature]
Witness for Second Party

BY: [Signature]
Secretary

Cassandra Day
Witness for Second Party

RECOMMENDED FOR APPROVAL
BY: [Signature]
Division Head

APPROVED AS TO FORM
[Signature]
CONSULTANT CONTRACT
SERVICES SECTION