



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpq.net

#14

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

**Manuel "Monty"
Montelongo III**
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE SOUTH BALLROOM OF THE ST. BERNARD PARISH FREDERICK SIGUR CENTER, 8245 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, SEPTEMBER 17, 2019 AT THREE O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Ms. Callais, it was moved to **adopt** the following resolution:

RESOLUTION SBPC #1974-09-19

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF LOUISIANA THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY AND ST. BERNARD PARISH REGARDING THE BAYOU TERRE AUX BOEUF'S RIDGE RESTORATION PROJECT.

WHEREAS, Coastal Restoration and Preservation is of vital importance to the citizens of St. Bernard Parish; and,

WHEREAS, the Bayou Terre Aux Boeufs Ridge Restoration Project is a worthwhile project of ridge armoring that will enhance coastal restoration and preservation, as explained in more detail in attached "Exhibit A"; and,

WHEREAS, a Council resolution authorizing the Parish President to sign the Intergovernmental Agreement between the State of Louisiana Through the Coastal Protection and Restoration Authority and St. Bernard Parish regarding the Bayou Terre Aux Bouefs Ridge Restoration Project (Project Number BS-0040) is needed to obtain up to Two Million Dollars in funding for the project.

NOW THEREFORE, BE IT RESOLVED, that the Parish Council hereby authorizes the Parish President to sign the Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Bernard Parish regarding the Bayou Terre Aux Bouefs Ridge Restoration Project (Project Number BS-0040) attached as "Exhibit A".

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Luna, Alcon, Montelongo, Callais

NAYS: None

ABSENT: None



St. Bernard Parish Council

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Extract #14 continued
September 17, 2019

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
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Clerk of Council

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 17th day of September, 2019.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, September 17, 2019.

Witness my hand and the seal
of the Parish of St. Bernard on
this 17th day of September, 2019.

ROXANNE ADAMS
CLERK OF COUNCIL

INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA,

**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD**

AND

ST. BERNARD PARISH

REGARDING

**BAYOU TERRE AUX BOEUF'S RIDGE RESTORATION PROJECT
(PROJECT NUMBER BS-0040)**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into and effective on _____, by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the "STATE") acting by and through the Chairman of the Board, Kyle R. "Chip" Kline, Jr., and the St. Bernard Parish Government (hereinafter referred to as the "PARISH") represented by its duly authorized Parish President, Guy McInnis (the STATE and PARISH are collectively referred to herein as the "Parties").

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that "(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . ."; and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the "BOARD") represents the State of Louisiana's position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7), the BOARD has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority ("CPRA") is the implementation and enforcement arm of the BOARD and is directed

by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and, where appropriate, CPRA shall administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

WHEREAS, the PARISH is the governing authority of the Parish of St. Bernard and has jurisdiction over all levees, hurricane protection, flood control structures and integrated coastal protection projects, with the authority of a local political subdivision to enter into agreements with governmental bodies such as the BOARD for the public welfare, health, safety and good order of the Parish of St. Bernard by virtue of the specific authority granted under La. Const. Art. 6 Section 5, La. R.S. 33:1395 et seq., and the Saint Bernard Parish Government Home Rule Charter; and

WHEREAS, under La. R.S. 38:281 et seq., R.S. 38:301, and La. Const. Article VI, Part III, the construction, maintenance, and care and inspection of levees, and all other things incidental thereto, within the jurisdiction of the numerous levee districts and levee authorities established by Louisiana law shall devolve on the levee districts and levee authorities and the boards of commissioners of the respective levee districts and levee authorities; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of restoring coastal upland habitat, restoring natural hydrology, and provide wave and storm surge attenuation along Bayou Terre Aux Boeufs in Plaquemines and St. Bernard Parishes near Delacroix by constructing approximately 2,000 linear feet of the Central Reach of the Bayou Terre Aux Boeufs Ridge Restoration Project; and

WHEREAS, the Project is an integrated coastal protection project eligible for funding under Louisiana Constitution Article VII, Sections 9(B), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

WHEREAS, the Project is included in the STATE'S 2017 Coastal Master Plan and is consistent with the Fiscal Year 2020 Annual Plan, and is identified as eligible for STATE funding, contingent upon funding being made available to the STATE for the Project; and

WHEREAS, this Agreement pertains to construction of the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project; and

WHEREAS, during the the construction phase, the STATE and PARISH will mutually develop a specific operation, maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project ; and

WHEREAS, PARISH will be responsible for 100% of the OMRR&R of the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project, including but not limited to the approximately 2,000 linear feet of shoreline protection and all associated features, but plans to enter into cooperative agreements or other sub-agreements in accordance with the Constitution and laws of the State of Louisiana with other local sponsors for the performance of PARISH's OMRR&R obligations under the agreement; and

WHEREAS, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

WHEREAS, the STATE and PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Parties, and to facilitate the successful implementation of the Project as described herein; and

NOW, THEREFORE, in consideration of the Parties' mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the constitution and general laws of the State of Louisiana, the Parties hereto do hereby agree as follows:

ARTICLE I

PURPOSE AND IDENTIFICATION

A. Purpose.

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the PARISH and the STATE in the engineering, design, and construction of the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project.

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number BS-0040 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II

PROJECT DESCRIPTION

The objectives of the current phase for the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project (BS-0040) project are to engineer, design, and construct a project that will help prevent further wetland loss through the reduction of erosion to the Bayou Terre Aux Boeufs ridge. Historically, these ridges and vegetation have provided natural protection Delacroix Island by damping storm surge energy. However, the ridges are now lower and gaps have formed in many places, exposing Delacroix to storm surge, increased tidal exchange, and scouring. The ridge restoration design includes riprap armoring on the existing ridge along Bayou Terre Aux Boeufs and Bayou Gentilly to increase protection of Delacroix Island from waves and storm surge. .

The Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project shall include:

1. construction, and engineering during construction;
2. Preparing the site, including grading, clearing, and grubbing
3. Construction of approximately 2,000 linear feet of ridge armoring and

The Construction phase of the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project will consist of the following:

1. The full scope and Project responsibilities of the work described in this Agreement are provided in Article IV and.
2. Land rights:
 - a. , PARISH understands and agrees that the costs of determining the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (LERRDS) needed for construction are not eligible for reimbursement under this Agreement and that PARISH will be responsible for determining the manner and method by which they are acquired in accordance with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. part 24, and the party acquiring the real estate interest shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act and will be 100% responsible for any Project cost associated with these efforts.
 - b. PARISH also understands and agrees that PARISH is responsible for 100% of any Project cost associated with acquisition of LERRDS, whether permanent

or temporary in nature. PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.

3. Access Roadways - Planning, design & construction of any access roads that may be necessary.
4. With regard to the scope of this Agreement, PARISH will be responsible for investigation, study, cleanup, and response determined to be necessary relative to any hazardous, toxic or radioactive waste material, whether regulated by a local government, state government or the Federal Government and for 100% of any Project cost associated with such investigation, study, cleanup, or response. PARISH understands and agrees that these costs are not eligible for reimbursement under this Agreement.
5. PARISH is responsible for acquiring any and all local, state, and federal permits required for construction of the project including but not limited to, Letters of No Objection, Coastal Use Permits, and Section 408 permits. Upon request by CPRA, PARISH shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
6. Development of OMRR&R - The STATE and PARISH shall mutually develop a specific operation and maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project, under which plan PARISH will be responsible for 100% of the OMRR&R for the Bayou Terre Aux Boeufs Ridge Restoration and Armoring Phase 1 Project, upon completion of construction of the Project.
Additionally, the OMRR&R Plan must be approved by CPRA at the completion of construction.
7. Requests for Reimbursement for Change orders – requests for reimbursement for change orders that exceed the original awarded contract value shall be submitted to CPRA for review and approval in advance of work being performed. Approval of such requests shall be at CPRA's sole discretion.
8. Engineer of Record – The Engineer of record for the project shall be retained by PARISH for construction administration and construction management for the duration of the project.

ARTICLE III

PROJECT FUNDING

This Agreement shall be administered as follows:

- A. The STATE, through CPRA, shall provide to the PARISH, a maximum of **\$2,000,000.00** for the Project from State Surplus FY 18 as provided to the CPRA from the Louisiana Legislature. The funding will be provided on a reimbursement basis to the PARISH based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, and V herein, and in accordance with all other terms and conditions of this Agreement. The Project Budget Estimate is provided in Attachment B. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% cost of that particular funding category as set forth in this Paragraph and in the deliverables as provided in Article V, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such agreement regarding transferring funds from one category to another shall be made by letter agreement confirmed by the mutual written approval of the Parties. Work on that particular category shall thereafter resume.
- C. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of the Funds for public purposes, and in accordance with all applicable state statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound engineering principles and practices as may be directed and defined by the CPRA Engineering Division. All funding shall be subject to Article XIX entitled, "Fiscal Funding Clause".

ARTICLE IV

SCOPE AND PROJECT RESPONSIBILITY

A. Project Tasks

- 1. The STATE, through CPRA, or its agent will perform the following:
 - a) Develop the Intergovernmental Agreement for reimbursement to the PARISH of **\$2,000,000.00** total maximum Project cost.
 - b) Provide funding on a reimbursable basis for construction and construction administration of the Project.
 - c) Provide appropriate personnel for consultation as required.
 - d) Provide access to relevant materials required in the performance of the work.

- e) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
 - f) At its discretion, perform secondary review of Final (95%) Plans and Specifications. The PARISH has primary responsibility to review and provide comments on the Final (95%) Plans and Specifications.
 - g) At its discretion, perform secondary review of bids prior to contract award. The PARISH has primary responsibility to prepare, advertise, review, and evaluate bids.
 - h) At its discretion, perform secondary review/approval of any change orders proposed during construction prior to incurring charges
 - i) At its discretion, attend pre-bid conference, if requested by the PARISH.
2. The PARISH, or its agent, will perform the following:
- a) Construction of the Project in accordance with either the USACE Hurricane and Storm Damage Risk Reduction System Guidelines or CPRA minimum design standards and accepted sound engineering principals , which shall serve as the minimum design standard consistent with accepted sound engineering practices for those engaged in designing and constructing restoration projects within the Louisiana Coastal Area. as delineated in the Basis of Design to be developed by PARISH within 60 days of execution of this Agreement, which shall be updated throughout the term of this Agreement.
 - b) PARISH is responsible for acquiring any and all local, State, and federal permits required for construction of the project including but not limited to Letters of No Objection, Coastal Use Permits, and Section 408 permits. Upon request by CPRA, PARISH shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
 - c)
 - d) Survey (design and as-built) including electronic CADD Files.
 - e) Geotechnical Report(s) for design including preliminary reports or addendum reports.
 - f) Final (95%) Plans and Specifications (design and as-built) including electronic CADD and Word files.
 - g) Develop and submit all necessary permits.
 - h) Prepare bid package to include all bid documents.
 - i) Solicit bids, advertise, and provide copies of the bid package as necessary for the bidding process.
 - j) Prepare and submit Bid Addendums as necessary.
 - k) Resolve questions from bidders during bid process.
 - l) Evaluate and award construction contract. At its discretion, CPRA may exercise secondary review and approval of bids.
 - m) Issue Notice to Proceed (NTP).

- n) Oversee construction.
- o) Authorize Supervision and Inspection firm.
- p) Receive, approve, and pay invoices from consultant/contractor.
- q) Submit invoices with appropriate certification to CPRA for reimbursement.
- r) Review Contractor Work Plan prior to start of work.
- s) Address questions/concerns that arise during construction.
- t) Final inspection and final acceptance of project.
- u) Prepare progress (interim) reports and a final report (including as-built drawings) on the Project; and
- v) Acquire any land rights needed for completion of this project.
- w) Acquisitions of real estate shall be in compliance with all state and federal laws and regulations, pursuant to Article II, Engineering and Design Phase, Section 2. The STATE through CPRA reserves the right to review all such procedures and acquisitions.
- x) Close out of the Project (including final invoicing and all post-construction documentation reports) within two months of the latest notice of completion to a contractor on the project.
- y) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
 - a. Scopes of Work issued by PARISH and associated costs incurred by PARISH to contractors/subcontractors/consultants or other third parties for work pertaining to the Project shall be reviewed and approved in writing by the CPRA Project Manager identified in Article VII prior to the issuance of a Notice to Proceed (NTP) for such work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
 - b. Scope of Work changes shall be properly documented, organized, and shall be submitted to the CPRA Project Manager for review and written approval prior to the issuance of a NTP for such change in scope of work by PARISH. A minimum period of 2 weeks is required by CPRA for review.
 - c. If PARISH elects to perform Value Engineering to realize Cost Savings to the project, the analysis shall be documented, detailed, and submitted to the CPRA for review and approval prior to the issuance of a NTP for a scope change in work by PARISH pertaining to the Value Engineering Cost Savings. A minimum period of 3 weeks is required by CPRA for review.
 - d. Upon request of PARISH in writing, CPRA, in its sole discretion, may complete its review in less than 2 weeks.
 - e. Provide any design documents at the request of CPRA to a third party review contractor selected by CPRA.
 - f. PARISH will provide CPRA a monthly report that will include status of the work performed, funds expended by task, project schedule with percent

completion, and tasks or milestones not completed with the explanation and the proposed solution to get the project back on schedule.

- z) Receive, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Article IV and Article VI and all applicable state, federal, and local laws.
- aa) Submit invoices, certified, to CPRA for reimbursement.
- bb) The PARISH shall adhere to all applicable state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole discretion, PARISH's failure to adhere to these requirements may result in no payment to PARISH.
- cc) at closeout of the Project, or upon request, copies of all detailed monthly invoices, progress (interim) reports and a final report (including as-built drawings) on the construction, operation, and monitoring of the Project, a final accounting report on total costs for the Project, and any other documents, photographs, reports or other materials relating to the Project. The PARISH shall adhere to all applicable State funding guidelines, as well as the terms and conditions of this Agreement.

B. Public Bid

When a public works work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the work may be procured in accordance with state law. In such a case, the PARISH shall advertise and receive bids for such work in accordance with the Public Bid Laws of the State of Louisiana, and generally as follows:

1. Written authorization must be obtained from the STATE, through CPRA, prior to advertising the Project or any phase thereof for bids. The PARISH shall submit a copy of the complete package of bid documents with its written request for authority to advertise.
2. The PARISH will solicit bids for the services, labor and materials needed to construct the Project in accordance with the Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, et seq. and as applicable to political subdivisions of the State.
3. The PARISH shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions as mandated by La. R.S. 38:2211, et seq., and as promulgated by the Louisiana Division of Administration and located in Title 34 of the Louisiana Administrative Code.
4. After receipt of bids and before award of the contract, the PARISH shall submit to the STATE, through CPRA, copies of the three (3) lowest bidder's proposals and proof of advertising. The PARISH's submittal shall include: proof of publication

of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders and proposed notice of Award of Contract.

5. After receiving comments from the CPRA, the PARISH may then award and execute the construction contract and will submit to the CPRA copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
6. The Contract and bonds shall be recorded in Clerk of Court office(s) for the parish or parishes where the work is to be performed. Proof of recordation of the Contract and bonds shall be submitted to the STATE, through CPRA, along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the PARISH shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, et seq. and send a certified copy of the resolution to the CPRA.

During the construction period, the PARISH or its agent will document Project construction with monthly status reports that summarize the progress of construction, identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders. The STATE, through CPRA shall receive copies of these reports by the 10th calendar day of each month and be invited to construction meetings. The PARISH will immediately notify CPRA of any construction delays or specific environmental concerns.

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, within two months of final inspection, if requested.

The work for this Project shall be performed in accordance with the scope of work provided in **Attachment A** and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices as directed and defined by the STATE, through the CPRA Engineering Division. These documents shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

ARTICLE V

DELIVERABLES

1. The PARISH shall provide to the STATE, in accordance with the process referenced in Article VI and through CPRA's Project Manager identified in Article VII, the following:

- a. Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment A** (Monthly Monitoring Reports), along with the following:
 - i. Monthly contracted services summary;
- b. Copies of all recorded time sheets/records for consultants/contractors/subcontractors/vendors shall be included in the detailed monthly invoices;
- c. Invoices shall be certified by the PARISH's consultant/contractor/subcontractor/vendor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications; and
- d. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article VII of this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the PARISH; and
- e. Written certification required in Article IV.A.2(a); and,
- f. Any other Project-related documents requested by CPRA

2. The PARISH shall provide to the STATE, a copy of a Resolution passed by its Board of Commissioners authorizing its execution of this Agreement upon execution of this Agreement by the PARISH.

3. The PARISH shall submit to the STATE a scope of work for the design and engineering phase of the Project within 60 days of execution of this agreement by all parties. The scope of work shall outline the various tasks/work necessary to design and engineer this project under the terms of this agreement.

4. The PARISH shall submit to the STATE a project budget estimate for the design and engineering phase of the project within 60 days of execution of this agreement being executed by all parties.

5. The PARISH shall submit to the STATE a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to,

surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement. However, in the event that the PARISH needs to publicly bid any portion of the work for this Project, the PARISH shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Record law and Louisiana Public Bid Law, any Project documents to any other entity, except its consultants, agents, or representatives for the Project, prior to advertising such work for public bid.

ARTICLE VI

PAYMENT

All costs incurred by the PARISH, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles III, IV and V herein.

The PARISH will be reimbursed 100% up to an amount not to exceed a maximum of **\$2,000,000.00**, subject to the terms and conditions set forth herein, for all personnel and material needed to fully engineer and design the Project as described in Article IV.

The PARISH shall pay all consultant/contractor/subcontractor/vendor invoices, and the STATE through CPRA, shall reimburse the PARISH for its payments to the consultant/contractor/subcontractor/vendor, provided that PARISH shall provide the deliverables referenced in Article V to the State, through CPRA's Project Manager identified in Article VII. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the STATE, through CPRA, to the PARISH exceed \$2,000,000.00 for the initial term of this Agreement.

The PARISH shall implement and adhere to accounting procedures to assure that reimbursable costs are allowable, reasonable, and allocable. Reimbursement will be limited to allowable, reasonable, and allocable costs.

The STATE will not reimburse the PARISH for costs of construction not completed in accordance with the engineering and design standards set forth in Article IV.A.2 (a).

All payments shall be subject to verification, adjustment and/or settlement as a result of any audit referenced herein.

The participation by the STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH and its consultant(s)/contractor(s)/subcontractor(s).

ARTICLE VII
RECORD KEEPING, REPORTING, AUDITS AND MONITORING

The contract monitor for this Agreement is the Project Manager designated for the Project by the STATE. The Project Manager for this Project shall be Bevin Barringer, P.E., or her designee. The STATE shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by the STATE at any time and upon request.

PARISH agrees to abide by the requirements of all applicable state statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet any requirements set by the STATE. PARISH and its consultants/contractors/subcontractors shall act in good faith to supply the STATE with any supporting material or documentation needed for release of the STATE Funds or for legal compliance.

The PARISH and its consultants/contractors/subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the STATE Funds, pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of reimbursement under the Project for inspection by the STATE, the Inspector General and/or the Legislative Auditor;; however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from the STATE, through CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor and the Division of Administration, shall have the authority to audit all records and accounts of the STATE and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.* as applicable. PARISH further agrees to make available to the Office of the Governor, Division of Administration, and the Office of the Inspector General any documents, papers or other records, including electronic records of PARISH that are pertinent to the STATE Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to PARISH's personnel for the purpose of interview and discussion related

to such documents. This right of access shall continue as long as records are required to be retained.

The STATE and the PARISH, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subaward/contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by STATE to the PARISH, or by the PARISH to the STATE as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. As between the STATE and PARISH, the STATE assumes no responsibility to provide extensive document review for any documents received from PARISH or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

PARISH shall assist CPRA with any audit reporting required by LA R.S. 24:513 *et. Seq.*

PARISH shall be responsible for monitoring any consultants, contractors and subcontractors to ensure that work performed in connection with this Agreement comports with the Agreement's terms and all applicable federal and state laws, rules, regulations, and guidelines.

ARTICLE VIII

TERMINATION FOR CAUSE

The STATE may terminate this Agreement for cause based upon the failure of PARISH to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the PARISH written notice specifying the PARISH's failure. If within thirty (30) days after receipt of such notice, the PARISH shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the STATE may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the STATE to comply with the terms and conditions of this Agreement;

provided that the PARISH shall give the STATE written notice specifying the STATE's failure and providing a reasonable opportunity for the STATE to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE IX

TERMINATION FOR CONVENIENCE

The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE X

ALLOWABLE COSTS

Costs that result from obligations incurred by PARISH during a suspension or after termination are not allowable unless the STATE expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by PARISH before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the grant award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

ARTICLE XI
NON-DISCRIMINATION CLAUSE

The Parties agrees to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (ADEA), as amended, and the requirements of the Americans with Disabilities Act of 1990 (ADA), including the revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; Federal Executive Order (EO) 11246 "Equal Employment Opportunity", as amended by EO 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 C.F.R. part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" and EO 12086 "Equal Employment Opportunity Functions"); and EO 13166 "Improving Access to Services for Persons With Limited English Proficiency."

The Parties agree not discriminate in employment practices, and will render services under this contract in accordance with 41 C.F.R. 60-1.4 and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by either Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

ARTICLE XII
COMPLIANCE WITH FEDERAL LAW

The Parties and any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, project or program conducted with the Funds agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c), as supplemented by Department of Labor Regulations (29 C.F.R. part 3) and to the extent applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*), the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.fsrcs.gov>). The Parties further agree, in the case of any

equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable. The Parties further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable, and 2 C.F.R. §200.322, as applicable.

The Parties also agree to comply with any applicable Federal environmental laws, which may include but are not limited to, The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), The Endangered Species Act (16 U.S.C. § 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*), Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*), The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds, National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”), the Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), Executive Order 11988 (“Floodplain Management”), Executive Order 13690 (“Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input”), Executive Order 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*), The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*), The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*), The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*), The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*), Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”), Rivers and Harbors Act (33 U.S.C. 407), Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 *et seq.*), Executive Order 13089 (“Coral Reef Protection”), Executive Order 13653 (“Preparing the United States for the Impacts of Climate Change”), Farmland Protection Policy Act (7 U.S.C. 4201 *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

ARTICLE XIII

GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

PARISH shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the STATE Funds to comply with, all conditions of the STATE Funds as applicable, including but not

limited to: (i) La. R.S. 49:214.5.4(E), and (ii) any CPRA Internal Agency Policies applicable to PARISH and/or to consultants, contractors and subcontractors, and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Agreement.

PARISH shall also be responsible for payment of all applicable taxes related to the STATE Funds.

ARTICLE XIV **HOLD HARMLESS AND INDEMNITY**

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

ARTICLE XV **AMENDMENTS**

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

ARTICLE XVI
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the PARISH by the STATE shall remain the property of the STATE and shall be returned by the PARISH to the STATE upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XVII
NO ASSIGNMENT

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent of the STATE, provided however, that claims for money due or to become due to the PARISH from the STATE may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the STATE.

ARTICLE XVIII
FINANCIAL CAPABILITY

PARISH hereby acknowledges and certifies that it is aware of the financial obligations of the PARISH under this Agreement and that PARISH will have the financial capability to satisfy the obligations of the PARISH under this Agreement, including but not limited to all obligations for OMRR&R of the Project.

PARISH agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by PARISH pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of the PARISH for the Project, PARISH is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent STATE from seeking additional funding to assist the BOARD, CPRA or PARISH with the responsibilities undertaken by any Party pursuant to this Agreement.

ARTICLE XIX
FISCAL FUNDING CLAUSE

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State in case of an emergency or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

ARTICLE XX
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department, or in receipt of notice of proposed debarment or suspension. The PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to the STATE in the event

of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, the STATE further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XXI

NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

ARTICLE XXII

RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the STATE each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/ subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.

- C. The participation by STATE in the Project shall in no way be construed to make the STATE a party to any contract between the PARISH, consultant(s), contractor(s) and/or subcontractor(s) or between the STATE and any third party. The participation by the PARISH in the Project shall in no way be construed to make PARISH a party to any contract between the STATE and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.

ARTICLE XXIII
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

ARTICLE XXIV
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXV
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

ARTICLE XXVI
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXVII
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXVIII
PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be amended to make such insertion or correction.

ARTICLE XXIX
ANTI-LOBBYING

PARISH and its consultant(s), contractor(s), or subcontractor(s) agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an

election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

PARISH and all of its consultant(s), contractor(s) and subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. PARISH and each of its and all of its consultant(s), contractor(s) and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. PARISH shall also complete a Certification Regarding Lobbying as provided in **Attachment B**.

ARTICLE XXX

PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS

PARISH and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the STATE Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. PARISH and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with PARISH, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with PARISH, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. PARISH agrees to immediately notify the CPRA if potential

violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XXXI
COVENANT AGAINST CONTINGENT FEES

PARISH shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the STATE shall have the right to annul this Agreement without liability in accordance with Article VIII (“Termination for Cause”) of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ARTICLE XXXII
CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

PARISH may, with prior written permission from the STATE, enter into subcontracts with third parties for the performance of any part of PARISH’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of PARISH to the STATE for any breach in the performance of PARISH’s or any subcontractor’s duties.

ARTICLE XXXIII
COPYRIGHT

The STATE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The PARISH also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use the work described herein for Federal purposes.

ARTICLE XXXIV
REMEDIES FOR NONCOMPLIANCE

The PARISH acknowledges that any of the STATE Funds not used in accordance with the terms and conditions of this Agreement, state law or conditions of the STATE Funds, shall be reimbursed to the STATE, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the PARISH. STATE shall also be entitled to any other remedies for noncompliance as provided herein.

ARTICLE XXXV
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

ARTICLE XXXVI
DESIGNATION OF POINTS OF CONTACT

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to PARISH:

John Lane
Executive Director of Coastal Operations
8201 W Judge Perez Drive
Chalmette, LA 70043
(504)278-4280

If to the CPRA BOARD:

Kyle R. "Chip" Kline, Jr.
Chairman
Capitol Annex - State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
225-342-7669

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, LA 70804-4027
225-342-4683

ARTICLE XXXVII

EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall be effective, commencing on _____, 2019 and terminating on December 31, 2022, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

ST. BERNARD PARISH GOVERNMENT

**COASTAL PROTECTION AND
RESTORATION AUTHORITY BOARD**

BY: _____

Guy McInnis, Parish President

BY: _____

Kyle R. “Chip” Kline, Jr. Chairman

DATE: _____

DATE: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____ 2019, personally came and appeared Guy McInnisto me known, who declared that he is the Parish President of the Saint Bernard Parish Government that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

Signature

Print Name

Louisiana Notary Public / Bar Number

My commission expires: _____

(SEAL)

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this _____ day of _____, 2019, personally came and appeared Kyle R. "Chip" Kline, Jr. to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

Signature

Print Name

Louisiana Notary Public / Bar Number

My commission expires: _____

(SEAL)

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: _____

Kyle R. "Chip" Kline, Jr., Chairman
Coastal Protection and Restoration Authority Board

ATTACHMENT A

SCOPE OF WORK

PROJECT OVERVIEW

The purpose of the project will be to armor and protect the remaining Bayou Gentilly shorelines from further erosion in order that they may better protect Delacroix Island and St. Bernard Parish as a whole. To date, all design, data gathering efforts, and permitting have been completed. Construction will involve mobilization/demobilization, placement of approximately 11,800 square yards of geotextile fabric, 14,400 tons of riprap, and 2 warning signs. Other ancillary construction tasks will include a magnetometer and pre/post topographic/bathymetric surveys. In total, the linear footage of rock placement is approximately 2,000 feet. Other activities required to be performed in support of construction are detailed below.

Bid Phase Services

The selected Construction Manager shall provide all basic services as required to accomplish the bid advertisement. This includes attending and presenting at a pre-bid conference with SBPG representatives and prospective bidders so that the contract obligations are completely stated and that the technical information sufficiently understood. The Construction Manager will also be responsible for addressing questions regarding the plans and specifications and to prepare any addendums that may be needed. All Pre-Bid meeting minutes including the list of questions asked and required responses are to be documented. Finally, a Pre-bid Site visit, if required, will be coordinated with SBPG and attended by Construction Manager.

Deliverables:

- Bidding Documents
- Pre-Bid Meeting Minutes
- Addendums
- Recommendation of Award

Resident Inspection

Construction Manager will provide qualified personnel to observe daily field activities of the contractor and document such.

- Perform Resident Inspection
- Provide Daily Inspection Reports including weather conditions, material quantities, personnel and equipment on site, safety measures, etc.

Construction Management

Construction Manager shall provide construction management services throughout the construction phase which will include:

- Attend/hold Pre-Construction Meeting
- Perform Submittal Reviews, including Monthly invoices, Daily inspection reports, etc.
- Attend Progress Meetings
- Perform barge displacement measurements and quantity calculations
- Provide As-built Drawings

Resident Inspection and Construction Management Deliverables:

- Pre-Construction Meeting Minutes
- Progress Meeting Minutes
- Daily Inspection Reports
- Contractor recommendations of payment
- As-built Drawings

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ATTACHMENT B

PROJECT BUDGET ESTIMATE

The below cost estimate (prepared on 06/25/19) reflects updates to the cost estimate provided to St. Bernard Parish Government on 07/24/18 and includes bidding services, resident inspection, and construction management activities in order to provide an estimated total cost.

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Estimated Cost
1	Mobilization/Demobilization	1	LS	\$ 295,000	\$ 295,000
2	Riprap	14,500	TON	\$ 90	\$ 1,305,000
3	Geotextile fabric	12,000	SY	\$ 7.00	\$ 84,000
4	Warning Signs	2	EA	\$ 5,000	\$ 10,000
5	Survey	1	LS	\$ 20,000	\$ 20,000
Subtotal					\$ 1,714,000
Miscellaneous & Contingency (10%)					\$ 171,400
Total construction cost					\$ 1,885,400
Bid Phase Services					\$ 16,570
Resident Inspection					\$ 53,060
Construction Management					\$ 45,370
Subtotal					\$ 115,000
Total project cost					\$ 2,000,400

ATTACHMENT C
MONTHLY MONITORING REPORT

CONTRACT NO. _____

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: " _____ "

Invoice No. _____ Invoice Amount: _____

Total Contract Amount: \$ _____ Contract Balance: \$ _____

Total invoiced to date: \$ _____

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred

II FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:

(Form DNR-PR)

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____
(Printed Name)

Approval _____ Date _____
CPRA Project Manager (Printed Name)

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: _____

John Lane, Executive Director
St. Bernard Parish Government