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STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

COOPERATIVE ENDEAVOR AGREEMENT
STATE PROJECT NO. 700-26-0249
PETERS ROAD (ON AND OFF RAMPS)
ROUTE US 90
JEFFERSON PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and executed in three (3) original copies on this 8th day of June, 2001, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and Jefferson Parish, a political subdivision of the State of Louisiana, hereinafter referred to as Entity and represented by Aaron Broussard, its Parish Council Chairman ("Entity"), to serve the public as hereinafter provided, in accordance with the Louisiana Constitution, Article 7, Section 14.

WITNESSETH: That;

WHEREAS, the Greater New Orleans Mississippi River Bridges and the Westbank Expressway have placed an abundance of traffic on Peters Road; and

WHEREAS, there is a need to provide on and off ramps to Peters Road in Jefferson Parish in order to further promote the orderly and safe flow of traffic from the Bridges and the Westbank Expressway; and

WHEREAS, funds generated through tolls collected from drivers using the Greater New Orleans Mississippi River Bridges have been proposed to finance this improvement project under the direct administration of the DOTD; and

WHEREAS, Louisiana Revised Statute 47:820.5 (B) provides that these tolls are considered "self-generated revenues" to the Crescent City Connection Division (CCCD) of the DOTD, and that the toll proceeds are to be used for certain specified projects proposed to improve access to the Bridges, including the on and off ramps to Peters Road, as contemplated herein; and

WHEREAS, the Department of Transportation and Development and the Parish of Jefferson believe it is in the best interest of all parties concerned, including the public interest, to construct these ramps to and from Peters Road to alleviate a serious and dangerous condition:

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

ARTICLE 1: PROJECT DESCRIPTION

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The improvement that is to be undertaken under this Project will consist generally of providing a new one lane off-ramp from elevated Westbank Expressway (US 90 Business) to Service Road and a new one lane on-ramp, in Jefferson Parish, Louisiana.

This Agreement will govern only the pre-construction engineering and design services.

For pre-construction engineering and design services, State Project No. 700-26-0249 has been assigned. Progress reports, invoices, and other such data in connection with pre-construction engineering shall be identified with this project number. These services will be provided by the Entity or Consulting Engineers retained by Entity.

ARTICLE 2: FUNDING

The pre-construction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD. As of the date of this Agreement, the estimated cost of the engineering is Four Hundred Seventy-Five Thousand Dollars (\$ 475,000.00). Use of the tolls for the project is specifically authorized by L. R. S. 47:820.5 (B) (2) (a) (x).

Any project cost overruns (including, but not limited to Engineering Addenda, Change Orders, etc.) shall be reviewed by, and shall have prior written approval of DOTD.

ARTICLE 3: PRE-CONSTRUCTION ENGINEERING

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 construction improvements to Baratania Boulevard. The Entity agrees that DOTD must concur with the Entity's selection of the consulting engineering firm. Following the selection of the consulting engineering firm, and DOTD's concurrence, the Entity shall enter into a contract with the consulting engineering firm for the performance of all pre-construction engineering and design services.

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

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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") and FAPG Part 625. 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 "Drainage 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.
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. 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.

The Entity will submit copies of letters from each utility company, 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 plans shall be submitted to the DOTD for a complete plan-in-hand inspection with representatives of the Entity at a time and date mutually agreed to in advance by both parties.
6. Following the completion of preliminary plans, one (1) complete set of the basic plans, dated and stamped "Preliminary", and a preliminary cost estimate shall be submitted to the DOTD for review and comment.

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

ARTICLE 4: SUBCONTRACTING

Any subcontracting performed under this Agreement by consulting engineers engaged by the Entity must have the prior written consent of the Entity and the DOTD.

ARTICLE 5: COST REIMBURSEMENT

The Entity shall submit certified invoices to DOTD Headquarters, itemizing the actual and authorized costs incurred by it during the engineering phase of this Project. The DOTD shall pay the authorized costs from that account dedicated to receipt of the tolls collected by the Crescent City Connection Division from users of the Bridges. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

The Entity shall submit all final invoices for the pre-construction engineering and design services within ninety (90) days after completion of the engineering services. Failure to submit these invoices within the ninety (90) day period may result in the project being closed on previously invoiced amounts, with the Entity assuming responsibility for any un-invoiced costs.

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

ARTICLE 6: COST RECORDS

The Entity and its consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the Project, for inspection by the DOTD and/or Legislative Auditor, under State Regulations effective as of the date of this Agreement.

ARTICLE 7: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been

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completed and accepted and all payments required to be made have been made; but this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the DOTD due to the withdrawal or reduction of funding for the Project.

ARTICLE 8: PROJECT RESPONSIBILITY

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

ARTICLE 9: PUBLIC LIABILITY

The Entity shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgements for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Entity, its agents, servants, contractors, or employees while engaged upon or in connection with the services required or performed by the Entity under this Agreement.

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

WITNESSES:

Miriam Levin
Witness for First Party

Ann H. Hudry
Witness for First Party

STATE OF LOUISIANA
JEFFERSON PARISH

BY: [Signature]
Aaron F. Broussard
Typed or Printed Name
Chairman
TITLE: Jefferson Parish Council
72-6013920
Federal Identification Number

Colleen Millet
Witness for Second Party

Gail V. Raleigh
Witness for Second Party

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: [Signature]
Kam K. Movassaghi, Ph.D., P.E.
Secretary

RECOMMENDED FOR APPROVAL:

BY: [Signature]
William H. Temple
Chief Engineer

APPROVED AS TO FORM
BY: [Signature]
KENNETH E. PICKERING
GENERAL COUNSEL FOR
CCCD

APPROVED
Office of the Governor
Office of Contractual Review

JUL 10 2001

[Signature]
DIRECTOR

On motion of Mr. Jones, seconded by Mr. Broussard, the following resolution was offered:

RESOLUTION NO. 93103

A resolution authorizing the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, to execute an agreement between Jefferson Parish and the Louisiana Department of Transportation & Development (DOTD) for Peters Road (On and Off Ramp) (US 90 Business), State Project No. 700-26-0249 (engineering & design services) and State Project No. 283-09-0114 (construction & construction engineering services), Public Works Project No. 2001-004-RB. (Council Districts 1 & 3)

WHEREAS, funds generated through tolls collected from drivers using the Greater New Orleans Mississippi River Bridges have been proposed to finance this improvement project under the direct administration of the DOTD; and

WHEREAS, Louisiana Revised Statute 47:820.5(B) provides that these tolls are considered "self-generated revenues" to the Crescent City Connection Division (CCCD) of the DOTD, and that the toll proceeds are to be used for certain specified projects proposed to improve access to the Bridges, including the improvements to Peters Road (On and Off Ramp), as contemplated in the agreement; and

WHEREAS, the DOTD is agreeable to the implementation of the Project and desire to cooperate with Jefferson Parish as stipulated in the Parish/State Agreement.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be, and is authorized to execute an agreement between Jefferson Parish and the Louisiana Department of Transportation & Development for the design and construction of new on and off ramps to/from the elevated Westbank Expressway (US 90-B) at Peters Road.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted this the 24th day of January, 2001.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY

Terrie T. Rodrigue

TERRIE T. RODRIGUE
PARISH CLERK
JEFFERSON PARISH COUNCIL

DOTD0007

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NUMBER 1 TO
COOPERATIVE ENDEAVOR AGREEMENT
STATE PROJECT NO. 700-26-0249
PETERS ROAD (ON AND OFF RAMPS)
ROUTE US 90
JEFFERSON PARISH

THIS SUPPLEMENTAL AGREEMENT NUMBER 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT is made and executed in three (3) original copies on this 5th day of December, 2001, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and Jefferson Parish, a political subdivision of the State of Louisiana, hereinafter referred to as Entity and represented by Aaron Broussard, its Parish Council Chairman ("Entity"), to serve the public as hereinafter provided, in accordance with the Louisiana Constitution, Article 7, Section 14.

WITNESSETH: That;

WHEREAS, DOTD and the Entity entered into a Cooperative Endeavor Agreement on June 8, 2001, for engineering work on the Project to construct on and off ramps to Peters Road in Jefferson Parish in order to promote the orderly and safe flow of traffic from the Bridges and the Westbank Expressway; and

WHEREAS, there appears in the body of the Cooperative Endeavor Agreement a typographical error that substantively changes the meaning of the Agreement as intended by the parties;

NOW THEREFORE, DOTD and the Entity agree to correct that typographical error as follows:

1.

The first sentence of Article 3: Pre-Construction Engineering, is deleted and the following inserted therefor:

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 construction improvements to the elevated Westbank Expressway (US 90 Business) (Peters On and Off Ramps).

All other terms and conditions of the Cooperative Endeavor Agreement remain in full force and effect.

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

WITNESSES:

STATE OF LOUISIANA
JEFFERSON PARISH

Laura Deabelmann
Witness for First Party

BY: [Signature]
Aaron F. Broussard
Typed or Printed Name

Ann H. Dudley
Witness for First Party

TITLE: Jefferson Parish Council

72-6013920
Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Colleen Mellet
Witness for Second Party

BY: [Signature]
Kam K. Movassaghi, Ph.D., P.E.
Secretary

Gail V. Raleigh
Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: [Signature]
William H. Temple
Chief Engineer

APPROVED AS TO FORM: 12/3/01
[Signature]
LA DOTD GENERAL
COUNSEL'S OFFICE

On motion of Mr. Ward, seconded by Mr. Broussard, the following resolution was offered:

RESOLUTION NO. 94880

A resolution authorizing the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, to execute Supplemental Agreement No. 1 to Cooperative Endeavor Agreement between the Parish of Jefferson and the Louisiana Department of Transportation and Development for Peters Road (On & Off Ramps) (Route US 90), State Project No. 700-26-0249, Public Works Project No. 2001-004-RB. (Council Districts 1 & 3)

WHEREAS, the Louisiana Department of Transportation and Development and Jefferson Parish entered into a Cooperative Endeavor Agreement on June 8, 2001, for engineering work on the project to construct on and off ramps to Peters Road in Jefferson Parish in order to promote the orderly and safe flow of traffic from the bridges and the Westbank Expressway; and

WHEREAS, a typographical error appears in the body of the Cooperative Endeavor Agreement that substantively changes the meaning of the Agreement as intended by both parties; and

WHEREAS, the first sentence of Article 3: Pre-Construction Engineering of the original agreement is deleted and the following inserted:

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 construction improvements to the elevated Westbank Expressway (US 90 Business).

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be, and is authorized to execute Supplemental Agreement No. 1 to Cooperative Endeavor Agreement between the Parish of Jefferson and the Louisiana Department of Transportation and Development for Peters Road (On & Off Ramps) (Route US 90), State Project No. 700-26-0249, Public Works Project No. 2001-004-RB.

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

YEAS: 6 **NAYS:** None **ABSENT:** (1) Jones

The resolution was declared to be adopted this the 24th day of October, 2001.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY

Terrie T. Rodrigue

TERRIE T. RODRIGUE
PARISH CLERK
JEFFERSON PARISH COUNCIL

DOTD0010

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 2 TO
COOPERATIVE ENDEAVOR AGREEMENT
STATE PROJECT NO.: 700-26-0249
PETERS ROAD (ON AND OFF RAMPS)
ROUTE US 90
JEFFERSON PARISH

THIS SUPPLEMENTAL AGREEMENT, made, and entered into this 24TH day of JANUARY, 2004, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and Jefferson Parish, a political subdivision of the State of Louisiana, hereinafter referred to as Entity and represented by John F. Young, Jr., its Parish Council Chairman ("Entity"), to serve the public as hereinafter provided, in accordance with the Louisiana Constitution, Article 7, Section 14.

WITNESSETH THAT:

WHEREAS, the Greater New Orleans Mississippi River Bridges and the Westbank Expressway have placed an abundance of traffic on Peters Road; and

WHEREAS, there is a need to provide on and off ramps to Peters Road in Jefferson Parish in order to further promote the orderly and safe flow of traffic from the Bridges and the Westbank Expressway; and

WHEREAS, La. R.S. 47:820.5 authorizes DOTD to undertake the planning and construction of bridge(s)-related projects within the Westbank Expressway and connecting arteries, including the upgrading of Peters Road; and

WHEREAS, DOTD and the Entity entered into a Cooperative Endeavor Agreement, dated June 8, 2001, for the engagement of pre-construction engineering and design services funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridge and administered by the Crescent City Connection Division of the DOTD relative to providing a new one lane off-ramp from elevated Westbank Expressway (US 90 Business) to Service Road and a new one lane on-ramp, in Jefferson Parish, Louisiana; and

WHEREAS, the original concept was a new one lane on-ramp and a new one lane off-ramp, but the preliminary engineering determined that it will be necessary to demolish two ramps and add four new ramps to accomplish the desired results; and

WHEREAS, engineers were asked to look at the Destrehan Avenue project being done by Jefferson Parish and how that traffic would be handled relative to ramps for Peters Road; and

WHEREAS, there has been much discussion and time and effort concerning the Manhattan Avenue intersection with the Westbank Expressway; and

WHEREAS, certain surveys and traffic studies were done that were not included in the original amount authorized; and

WHEREAS, the pre-construction engineering and design services under the aforesaid Cooperative Endeavor Agreement have involved a multitude of public meetings and presentations to public and private bodies; and

WHEREAS, the Peters Road on-ramps and off-ramps have engendered a myriad of input, objections and requests for design alternatives from various neighborhoods, businesses, individuals and public officials necessitating further pre-construction engineering and design services; and

WHEREAS, since the execution of the original aforesaid Cooperative Endeavor Agreement the parties have been informed that the elevated Westbank Expressway (US 90 Business) has been designated for inclusion in the federal interstate highway system, thereby adding additional facets to the design process; and

WHEREAS, DOTD and the Entity now desire to supplement the original Cooperative Endeavor Agreement in order to reiterate and confirm their understandings and obligations, for funding completion of the endeavor, and to provide for related matters.

NOW THEREFORE, it is hereby agreed between the parties hereto that the original Cooperative Endeavor Agreement, identified by State Project No. 700-26-0249, be modified and supplemented as follows:

Article 2: Funding

The pre-construction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD. As of the date of this Agreement, the estimated cost of the engineering is Nine Hundred Ninety Six Thousand Two Hundred Sixty Two Dollars and Twenty Nine Cents (\$996,262.29). Use of the tolls for the project is specifically authorized by L.R.S. 47:820.5(B)(2)(a)(x).

Any project cost overruns (including, but not limited to Engineering Addenda, Change Orders, etc.) shall be reviewed by, and shall have prior written approval of DOTD and require a supplemental agreement to be executed by the parties hereto.

Article 10: Original Cooperative Endeavor Agreement

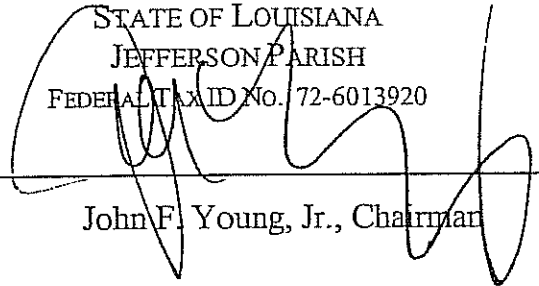
All requirements of the aforesaid Cooperative Endeavor Agreement of June 8, 2001, except as specifically modified by this Supplemental Agreement Number 2, shall remain in full force and effect.

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

Witnesses:

Leigh Deebelmann
Ann H. Thudry

By:

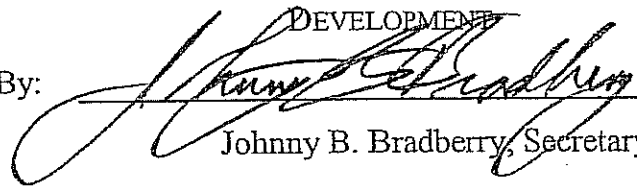
STATE OF LOUISIANA
JEFFERSON PARISH
FEDERAL TAX ID No. 72-6013920

John F. Young, Jr., Chairman

STATE OF LOUISIANA
CRESCENT CITY CONNECTION DIVISION OF THE
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT

Witnesses:

Deirdre S. Hill
Cassandra D. Gray

By:


Johnny B. Bradberry, Secretary

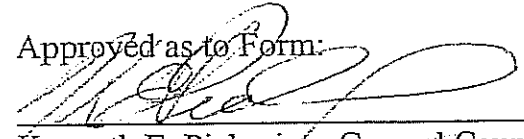
Recommended By:

CRESCENT CITY CONNECTION DIVISION

By:

Alan J. LeVasseur
Alan J. LeVasseur, Executive Director

Approved as to Form:


Kenneth E. Pickering, General Counsel
Crescent City Connection Division

On motion of Mr. Lagasse, seconded by Mr. Young, the following resolution was offered:

RESOLUTION NO. 102477

A resolution authorizing the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, to execute Supplemental Agreement No. 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and the Louisiana Department of Transportation and Development, for pre-construction engineering and design services, for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB, and to execute Amendment No. 3, which amends the existing Engineering Agreement, dated May 22, 2002, with Design Engineering, Inc. for the previously referenced project, to reflect the provisions of Supplemental Agreement No. 2, for an amount Not-to-Exceed \$302,329.91, which amount shall be funded one hundred percent (100%) with tolls collected from the users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection, increasing the total cost of the Engineering Agreement from \$693,932.38 to \$996,262.29. (Council Districts 2 & 3)

WHEREAS, by virtue of Resolution No. 93103, adopted on January 24, 2001, Jefferson Parish (hereinafter, PARISH) entered into a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Transportation and Development (hereinafter, DOTD), dated June 8, 2001, governing pre-construction engineering and design services, for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB (hereinafter, the PROJECT); and

WHEREAS, the estimated cost of pre-construction engineering and design services for the PROJECT detailed in the original CEA was \$475,000.00, with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD; and

WHEREAS, the pre-construction engineering and design services for the PROJECT shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD (hereinafter, CCC); and

WHEREAS, the original CEA, in the first sentence of Article 3: Pre-Construction Engineering, incorrectly identified the PROJECT as "Barataria Boulevard"; and

WHEREAS, by virtue of Resolution No. 94880, adopted on October 24, 2001, Jefferson Parish authorized Supplemental Agreement No. 1 to the CEA, which corrected the first sentence of Article 3: Pre-Construction Engineering as follows: "The Entity shall advertise and select a consulting engineering firm for the performance of all pre-construction engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed construction improvements to *'the elevated Westbank Expressway (US 90 Business)'*"; and

WHEREAS, by virtue of Resolution No. 94809, adopted on October 24, 2001, the Jefferson Parish Council selected the firm of Design Engineering, Inc. (hereinafter, ENGINEER) to provide pre-construction engineering and design services for the PROJECT; and

WHEREAS, the DOTD has concurred with the selection of the ENGINEER by the PARISH to perform the pre-construction engineering and design services for the PROJECT; and

WHEREAS, there is an Engineering Agreement between the PARISH and the ENGINEER, dated May 22, 2002, authorized by Resolution No. 96007, dated April 24,

2002, to provide pre-construction engineering and design services for the PROJECT for a Not-to-Exceed fee of \$173,568.60; and

WHEREAS, the CCC requested the following increase to the scope of work for the Evaluation Phase of the PROJECT: (a) investigation of the feasibility of an on ramp from northbound Destrehan Avenue to the eastbound elevated West Bank Expressway, by performing a simple line and grade analysis, (b) performance of a traffic study and operational analysis for the PROJECT, (c) the holding of public presentation meetings to obtain input from the general public, and (d) the holding of private presentation and coordination meetings with elected officials, the Jefferson Parish Department of Engineering, the CCC, and the DOTD; and

WHEREAS, a Not-to-Exceed fee of \$213,305.02 was negotiated and mutually agreed upon by the Jefferson Parish Department of Engineering, the CCC, and the ENGINEER to satisfy the requirements of the increase to the original scope of work for the PROJECT; and

WHEREAS, Amendment No. 1 to the Engineering Agreement was executed on June 24, 2003, providing for performance of the work necessary to satisfy the requirements of the increase to the original scope of work for the PROJECT, for the Not-to-Exceed fee of \$213,305.02, increasing the cost of the Engineering Agreement from \$173,568.60 to \$386,873.62; and

WHEREAS, the CCC requested the following increase to the scope of work for the PROJECT: (a) a topographic survey of the PROJECT limits which will be utilized for the Evaluation Phase and creation of the design plans, (b) inclusion of a twenty year projection study for traffic growth in performance of the traffic study and operational analysis for the PROJECT; and

WHEREAS, a Not-to-Exceed fee of \$307,058.76 was negotiated and mutually agreed upon by the Jefferson Parish Department of Engineering, the CCC, and the ENGINEER to satisfy the requirements of the increase to the original scope of work for the PROJECT, as previously amended by Amendment No. 1; and

WHEREAS, Amendment No. 2 to the Engineering Agreement was executed on January 26, 2004, providing for performance of the work necessary to satisfy the requirements of the increase to the original scope of work for the PROJECT, as previously amended by Amendment No. 1, for the Not-to-Exceed fee of \$307,058.76, increasing the cost of the Engineering Agreement from \$386,873.62 to \$693,932.38; and

WHEREAS, after the execution of the original CEA, the Elevated West Bank Expressway (US 90 Business) was designated for inclusion in the Federal Interstate Highway System, thereby requiring design of the PROJECT to meet Federal and State Interstate Highway Standards, necessitating additional work beyond the amended scope of the PROJECT, as detailed in Amendments No. 1 and No. 2 to the Engineering Agreement; and

WHEREAS, the DOTD determined that the Evaluation Phase of the PROJECT should result in a report containing all necessary data for an Interstate Project Initiation Request to the Federal Highway Administration (FHWA); and

WHEREAS, the additional work necessary to satisfy the requirements of an Interstate Project Initiation Request includes but is not limited to the study of additional alternate on and off ramps, traffic operational and capacity analyses for the alternate on and off ramps, and traffic operational and capacity analyses for the nearest adjacent Elevated West Bank Expressway Interchanges; and

WHEREAS, the original concept of a single off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and a single on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel, on the east side of the Harvey Canal and west of Manhattan Boulevard, was determined to be impossible to construct to interstate highway standards; and

WHEREAS, a new concept to provide an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel, on the east side of the Harvey Canal and west of Manhattan Boulevard, which meets interstate highway standards, and is acceptable to the DOTD, was developed, which requires the demolition of two existing ramps and the construction of four new ramps; and

WHEREAS, the development of proposed plans for the PROJECT has engendered a significant number of additional public meetings and presentations to public and private bodies, beyond the amended scope of the PROJECT, as detailed in Amendments No.1 and No. 2 to the Engineering Agreement; and

WHEREAS, all pre-construction engineering and design services, including these additional Supplemental Services beyond the amended scope of the PROJECT, as detailed by Amendments No. 1 and No. 2 to the Engineering Agreement, shall be performed to both Jefferson Parish and DOTD requirements for the CCC which is a division of the DOTD; and

WHEREAS, a Not-to-Exceed fee of \$302,329.91 was negotiated and mutually agreed upon by the Jefferson Parish Department of Engineering, the CCC, and the ENGINEER to satisfy the requirements of the increase to the amended scope of work for the PROJECT, as detailed in Amendments No.1 and No. 2 to the Engineering Agreement; and

WHEREAS, the DOTD, the CCC, and the PARISH now desire to supplement the original CEA by providing for a new estimated cost of the engineering and design services of \$996,262.29 (\$693,932.38 plus \$302,329.91), with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD; and

WHEREAS, the pre-construction engineering and design services, including all additional Supplemental Services, shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the CCC.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the Chairman, or in his absence the Vice-Chairman, is authorized to execute Supplemental Agreement No: 2 to the Cooperative Endeavor Agreement between the Parish of Jefferson and the Louisiana Department of Transportation and Development, for pre-construction engineering and design services for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB.

SECTION 2. That Supplemental Agreement No. 2 to the Cooperative Endeavor Agreement shall revise the estimated cost of the engineering and design services from \$475,000.00 to \$996,262.29.

SECTION 3. That the pre-construction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the CCC.

SECTION 4. That the Jefferson Parish Council does hereby authorize the execution of Amendment No. 3 which amends the existing Engineering Agreement with Design Engineering, Inc., dated May 22, 2002, authorized by Resolution No. 96007, dated April 24, 2002, to provide additional pre-construction engineering and design services for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business) for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 742-26-0249, Public Works Project No. 2001-004-RB, to reflect the provisions of Supplemental Agreement No. 2 to the Cooperative Endeavor Agreement.

SECTION 5. That the cost for the additional services provided by Amendment No. 3 is a Not-to-Exceed fee of \$302,329.91, which increases the value of the Engineering Agreement from \$693,932.38 to \$996,262.29.

SECTION 6. That the total Not-to-Exceed fee of \$302,329.91 for the additional Pre-construction Engineering and Design Services provided by Amendment No. 3 is to be charged to Account No. 44560-4008-7451(45635.001), and the DOTD shall reimburse Jefferson Parish for all authorized costs incurred during the engineering phase of the project as per the Cooperative Endeavor Agreement.

SECTION 7. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7 NAYS: None ABSENT: None

The resolution was declared to be adopted on this the 15th day of December, 2004.

THIS IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

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

**SUPPLEMENTAL AGREEMENT NO. 3
STATE PROJECT NO. 700-26-0249
PETERS ROAD (ON AND OFF RAMPS)
ROUTE US90
JEFFERSON PARISH**

THIS SUPPLEMENTAL AGREEMENT, executed in six (6) duplicate originals, is made and entered into on this 7th day of November, 2005, by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as "DOTD", and **Jefferson Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity" and represented by its Parish Council Chairman, to serve the public as hereinafter provided, in accordance with the Louisiana Constitution Article 7, Section 14.

WITNESSETH: That;

WHEREAS, the Greater New Orleans Mississippi River Bridges and the Westbank Expressway have placed an abundance of traffic on Peters Road; and

WHEREAS, there is a need to provide on and off ramps to Peters Road in Jefferson Parish in order to further promote the orderly and safe flow of traffic from the Bridges and the Westbank Expressway; and

WHEREAS, La. R.S. 47:820.5 authorizes "DOTD" to undertake the planning and construction of bridge(s) related projects within the Westbank Expressway and connecting arteries, including the upgrading of Peters Road; and

WHEREAS, "DOTD" and "Entity" entered into a Cooperative Endeavor Agreement, dated June 8, 2001, for the engagement of pre-construction engineering and design services funded one hundred (100%) percent with tolls collected from users of the Greater New Orleans Mississippi River Bridge and administered by the Crescent City Connection Division of the "DOTD" relative to providing a new one lane off-ramp from elevated Westbank Expressway (US 90 Business) to Service Road and a new one lane on-ramp, in Jefferson Parish, Louisiana; and

WHEREAS, the original Agreement was amended by Supplemental Agreement No. 1 on December 5, 2001, to change the first sentence of Article 3 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 construction improvements to the elevated Westbank Expressway (US 90 Business) (Peters On and Off Ramps).”

WHEREAS, Supplemental Agreement No. 2 which was entered into on November 18, 2004 changed Article 2 as follows:

“The pre-construction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD. As of the date of this Agreement, the estimated cost of the engineering in Nine Hundred Ninety Six Thousand Two Hundred Sixty Two Dollars and Twenty Nine Cents (\$996,262.29). Use of the tolls for the project is specifically authorized by L.R.S. 47:820.5(B)(2)(a)(x).”

WHEREAS, the consulting engineers have completed the study phase of this project and conceptual design has been accepted by “DOTD” and “Entity”

WHEREAS, “DOTD” and “Entity” now desire to supplement the original Cooperative Endeavor Agreement, Supplemental Agreement No. 1 and Supplemental Agreement No. 2, to authorize the consulting engineers to proceed with preliminary plans.

NOW, THEREFORE, it is hereby agreed between the parties hereto that the original Cooperative Endeavor Agreement, Supplement Agreement No. 1 and Supplemental Agreement No. 2 of this Cooperative Endeavor Agreement, identified by State Project No. 700-26-0249, be modified and supplemented as follows:

ARTICLE 11

That the consulting engineers proceed with the preliminary engineering and design services for the demolition of two (2) ramps and the adding of four (4) new ramps at a cost not to exceed the amount of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS.

ARTICLE 12

Article 10 shall be amended to read as follows:

"All requirements of the Cooperative Endeavor Agreement dated June 8, 2001, Supplemental Agreement No. 1 dated December 5, 2001 and Supplemental Agreement No. 2 dated November 18, 2004, shall remain in full force and effect."

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

WITNESSES:

Norma Linn
Ann H. Hudry

STATE OF LOUISIANA
JEFFERSON PARISH
Federal Tax Id No. 72-6013920

BY: [Signature]
Thomas J. Capella, Chairman
Jefferson Parish Council

Quinten Alford
Ermy P...

STATE OF LOUISIANA
CRESCENT CITY CONNECTION
DIVISION OF THE DEPARTMENT
TRANSPORTATION AND DEVELOPMENT

BY: [Signature]
JOHNNY B. BRADBERRY, Secretary

RECOMMENDED BY:
CRESCENT CITY CONNECTION DIVISION

BY: [Signature]
ALAN LEVASSEUR, Executive Director

[Signature]

APPROVED AS TO FORM:

BY: [Signature]
KENNETH E. PICKERING
General Counsel
Crescent City Connection Division

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 3A
STATE PROJECT NO. 700-26-0249
PETERS ROAD (ON AND OFF RAMPS)
ROUTE US90
JEFFERSON PARISH

THIS SUPPLEMENTAL AGREEMENT, executed in six (6) duplicate originals, is made and entered into on this 22nd day of February, 2006, by and between the **Department of Transportation and Development**, through its Secretary, hereinafter referred to as "DOTD", and **Jefferson Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity" and represented by its Parish Council Chairman, to serve the public as hereinafter provided, in accordance with the Louisiana Constitution Article 7, Section 14.

WITNESSETH: That;

WHEREAS, the Greater New Orleans Mississippi River Bridges and the Westbank Expressway have placed an abundance of traffic on Peters Road; and

WHEREAS, there is a need to provide on and off ramps to Peters Road in Jefferson Parish in order to further promote the orderly and safe flow of traffic from the Bridges and the Westbank Expressway; and

WHEREAS, La. R.S. 47:820.5 authorizes "DOTD" to undertake the planning and construction of bridge(s) related projects within the Westbank Expressway and connecting arteries, including the upgrading of Peters Road; and

WHEREAS, "DOTD" and "Entity" entered into a Cooperative Endeavor Agreement, dated June 8, 2001, for the engagement of pre-construction engineering and design services funded one hundred (100%) percent with tolls collected from users of the Greater New Orleans Mississippi River Bridge and administered by the Crescent City Connection Division of the "DOTD" relative to providing a new one lane off-ramp from elevated Westbank Expressway (US 90 Business) to Service Road and a new one lane on-ramp, in Jefferson Parish, Louisiana; and

WHEREAS, the original Agreement was amended by Supplemental Agreement No. 1 on December 5, 2001, to change the first sentence of Article 3 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 construction improvements to the elevated Westbank Expressway (US 90 Business) (Peters On and Off Ramps)."

DOTD0021

WHEREAS, Supplemental Agreement No. 2 which was entered into on November 18, 2004 changed Article 2 as follows:

“The pre-construction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD. As of the date of this Agreement, the estimated cost of the engineering in Nine Hundred Ninety Six Thousand Two Hundred Sixty Two Dollars and Twenty Nine Cents (\$996,262.29). Use of the tolls for the project is specifically authorized by L.R.S. 47:820.5(B)(2)(a)(x).”

WHEREAS, the consulting engineers have completed the study phase of this project and conceptual design has been accepted by “DOTD” and “Entity”

WHEREAS, “DOTD” and “Entity” now desire to supplement the original Cooperative Endeavor Agreement, Supplemental Agreement No. 1 and Supplemental Agreement No. 2, to authorize the consulting engineers to proceed with preliminary plans.

WHEREAS, Supplemental Agreement No. 3 was entered into on November 7, 2005 which added Article 11, as follows:

That the consulting engineers proceed with the preliminary engineering and design services for the demolition of two (2) ramps and the adding of four (4) new ramps at a cost not to exceed the amount of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS”

WHEREAS, the consulting engineers have completed the work called for in the study Phase above and are now authorized to proceed with Phase I of the preliminary design at a cost not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 (\$960,310.94) DOLLARS. Phase I is to include the westbound entrance and exit ramps and the associated at-grade road improvements referred to as MacArthur Boulevard Interchange Completion, Peters Road On and Off Ramps. This amount includes the SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS in Supplemental Agreement No. 3.

NOW, THEREFORE, it is hereby agreed between the parties hereto that the original Cooperative Endeavor Agreement, Supplement Agreement No. 1, Supplemental Agreement No. 2, and Supplemental Agreement No. 3 of this Cooperative Endeavor Agreement, identified by State Project No. 700-26-0249, be modified and supplemented as follows:

ARTICLE 11

That the consulting engineers proceed with Phase I of the preliminary design at a cost not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 (\$960,310.94) DOLLARS. Phase I is to include the westbound entrance and exit ramps and the associated at-grade road improvements referred to as MacArthur Boulevard Interchange Completion, Peters Road On and Off Ramps.

DOTD0022

ARTICLE 12

Article 10 shall be amended to read as follows:

“All requirements of the Cooperative Endeavor Agreement dated June 8, 2001, Supplemental Agreement No. 1 dated December 5, 2001, Supplemental Agreement No. 2 dated November 18, 2004, and Supplemental Agreement 3 dated November 7, 2005, shall remain in full force and effect.”

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

WITNESSES:

Norma Lewis

Ann H. Thudry

STATE OF LOUISIANA
JEFFERSON PARISH
Federal Tax Id No. 72-6013920

BY: [Signature] 3-14-06
JOHN F. YOUNG JR.
Jefferson Parish Council

STATE OF LOUISIANA
CRESCENT CITY CONNECTION
DIVISION OF THE DEPARTMENT
TRANSPORTATION AND DEVELOPMENT

[Signature]
[Signature]

BY: [Signature]
GORDON NELSON, P.E.
Assistant Secretary, Operations

RECOMMENDED BY:
CRESCENT CITY CONNECTION DIVISION

BY: [Signature]
ALAN LeVASSEUR, Executive Director

APPROVED AS TO FORM:

BY: [Signature]
KENNETH E. PICKERING
General Counsel
Crescent City Connection Division

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 4
STATE PROJECT NO. 700-26-0249
PETERS ROAD (ON AND OFF RAMPS)
ROUTE US90
JEFFERSON PARISH

THIS SUPPLEMENTAL AGREEMENT, executed in six (6) duplicate originals, is made and entered into on this 12th day of June, 2008, by and between the Department of Transportation and Development, through its Secretary or designee, hereinafter referred to as "DOTD", and Jefferson Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity" and represented by its Parish Council Chairman, to serve the public as hereinafter provided, in accordance with the Louisiana Constitution Article 7, Section 14.

WITNESSETH: That;

WHEREAS, the Greater New Orleans Mississippi River Bridges and the Westbank Expressway have placed an abundance of traffic on Peters Road; and

WHEREAS, there is a need to provide on and off ramps to Peters Road in Jefferson Parish in order to further promote the orderly and safe flow of traffic from the Bridges and the Westbank Expressway; and

WHEREAS, La. R.S. 47:820.5 authorizes "DOTD" to undertake the planning and construction of bridge(s) related projects within the Westbank Expressway and connecting arteries, including the upgrading of Peters Road; and

WHEREAS, "DOTD" and "Entity" entered into a Cooperative Endeavor Agreement, dated June 8, 2001, for the engagement of preconstruction engineering and design services funded one hundred (100%) percent with tolls collected from users of the Greater New Orleans Mississippi River Bridge and administered by the Crescent City Connection Division of the "DOTD" relative to providing a new one lane off-ramp from the elevated Westbank Expressway (US 90 Business) to Service Road and a new one lane on-ramp, in Jefferson Parish, Louisiana; and the State of Louisiana has provided TWENTY ONE MILLION AND NO/100 (\$21,000,000.00) DOLLARS for construction of the north ramps and have authorized FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 (\$5,800,000.00) DOLLARS in Priority 3 funds for construction of the north ramps as a result of the feasibility and engineering funded by the Crescent City Connection.

WHEREAS, the original Agreement was amended by Supplemental Agreement No. 1 on December 5, 2001, to change the first sentence of Article 3 to read as follows:

"The Entity shall advertise and select a consulting engineer firm for the performance of all preconstruction engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed construction improvements to the elevated Westbank Expressway (US 90 Business) (Peters Road On and Off Ramps)."

WHEREAS, Supplemental Agreement No. 2 which was entered into on November 18, 2004 changed Article 2 as follows:

"The preconstruction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD. As of the date of this Agreement, the estimated cost of the engineering in Nine Hundred Ninety Six Thousand Two Hundred Sixty Two Dollars and Twenty Nine Cents (\$996,262.29). Use of the tolls for the project is specifically authorized by L.R.S. 47:820.5(B)(2)(a)(x)."

WHEREAS, the consulting engineers have completed the study phase of this project and conceptual design has been accepted by "DOTD" and "Entity"

WHEREAS, "DOTD" and "Entity" have supplemented the original Cooperative Endeavor Agreement, Supplemental Agreement No. 1 and Supplemental Agreement No. 2, to authorize the consulting engineers to proceed with preliminary plans.

WHEREAS; Supplemental Agreement No. 3 was entered into on November 7, 2005 which added Article 11, as follows:

That the consulting engineers proceed with the preliminary engineering and design services for the demolition of two (2) ramps and the adding of four (4) new ramps at a cost not to exceed the amount of SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS"

WHEREAS, the consulting engineers have completed the work called for in the study Phase above and are now authorized to proceed with Phase I of the preliminary design at a cost not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 (\$960,310.94) DOLLARS. Phase I is to include the westbound entrance and exit ramps and the associated at-grade road improvements referred to as MacArthur Boulevard Interchange Completion, Peters Road On and Off Ramps. This amount includes the SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS in Supplemental Agreement No. 3.

WHEREAS, Supplemental Agreement No. 3A was entered into on the 22nd day of February, 2006 which amended Articles 11 and 12 as follows:

ARTICLE 11

That the consulting engineers proceed with Phase I of the preliminary design at a cost not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 (\$960,310.94) DOLLARS. Phase I is to include the westbound entrance and exit ramps and the associated at-grade road improvements referred to as MacArthur Boulevard Interchange Completion, Peters Road On and Off Ramps.

ARTICLE 12

Article 10 shall be amended to read as follows:

“All requirements of the Cooperative Endeavor Agreement dated June 8, 2001, Supplemental Agreement No. 1 dated December 5, 2001, Supplemental Agreement No. 2 dated November 18, 2004, and Supplemental Agreement 3 dated November 7, 2005, shall remain in full force and effect.”

WHEREAS, Act 28 of the 2007 Regular Session of the Louisiana Legislature appropriated certain funds for use of this project:

(1726) Peters Road On and Off Ramps, Phase I (Jefferson and Orleans), payable from General Obligation Bonds

Priority 2	\$ 300,000
Priority 3	\$5,800,000
Priority 5	\$ 700,000
TOTAL	<u>\$6,800,000</u>

WHEREAS, the Louisiana State Bond Commission, Department of Treasury granted and approved lines of credit for Priority 2 and Priority 5 as set forth above on September 20, 2007.

WHEREAS, this project has heretofore been financed by tolls generated from the Crescent City Connection and now certain funds set forth in Act 28 of the 2007 Regular Session of the Louisiana Legislature authorized funding from bonds.

WHEREAS, Article 2 of the original Agreement was amended by Supplemental Agreement No. 2 and reads as follows:

"Article 2: Funding

The preconstruction engineering and design services shall be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD. As of the date of this Agreement, the estimated cost of the engineering is Nine Hundred Ninety Six Thousand two Hundred Sixty Two Dollars and Twenty Nine Cents (\$996,262.29). Use of the tolls for the project is specifically authorized by L.R.S. 47:820.5(B)(2)(a)(x).

Any project cost overruns (including, but not limited to Engineering Addenda, Change Orders, etc.) shall be reviewed by, and shall have prior written approval of DOTD and require a supplemental agreement to be executed by the parties hereto."

NOW, THEREFORE, it is hereby agreed between the parties hereto that the original Cooperative endeavor Agreement, Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3 and Supplemental Agreement No. 3A, identified by State Project No. 700-26-0249, be modified and supplemented as follows:

"ARTICLE 11

That the consulting engineers proceed with Phase I of the preliminary design at a cost not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 (\$960,310.94) DOLLARS. Phase I is to include the westbound entrance and exit ramps and the associated at-grade road improvements referred to as MacArthur Boulevard Interchange Completion, Peters Road On and Off Ramps."

That the bond funds appropriated by Act 28 of 2007 Regular Session of the Louisiana legislature for use of Peters Road On and Off Ramps, Phase I, in Priority 2 and Priority 5 be used to supplement the funds that have been used from tolls generated by the Crescent City Connection.

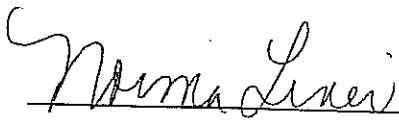
ARTICLE 12

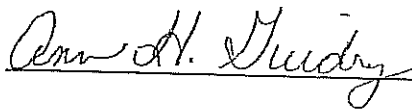
Article 10 shall be amended to read as follows:

"All requirements of the Cooperative Endeavor Agreement dated June 8, 2001, Supplemental Agreement No. 1 dated December 5, 2001, Supplemental Agreement No. 2 dated November 18, 2004, and Supplemental Agreement 3 dated November 7, 2005, and Supplemental Agreement No. 3A dated February 22, 2006, shall remain in full force and effect.

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

WITNESSES:

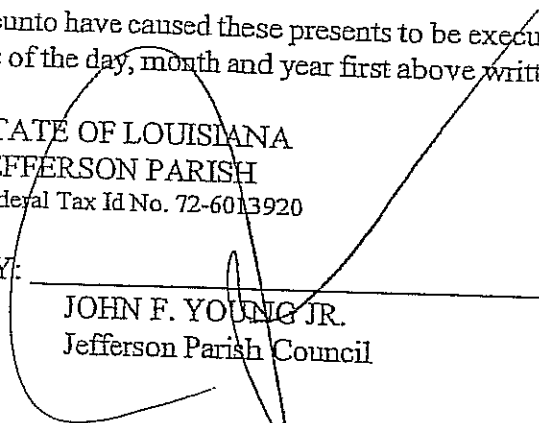






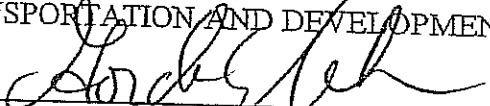


STATE OF LOUISIANA
JEFFERSON PARISH
Federal Tax Id No. 72-6013920

BY: 

JOHN F. YOUNG JR.
Jefferson Parish Council

STATE OF LOUISIANA
CRESCENT CITY CONNECTION
DIVISION OF THE DEPARTMENT
TRANSPORTATION AND DEVELOPMENT

BY: 

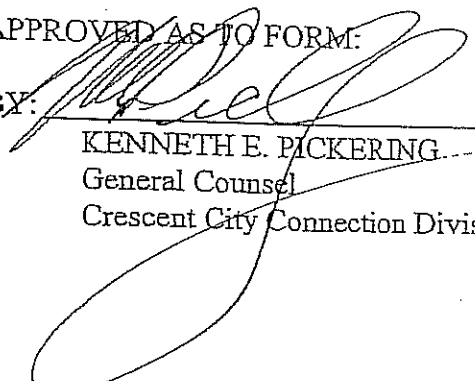
GORDON NELSON, P.E.
Assistant Secretary, Operations

RECOMMENDED BY:
CRESCENT CITY CONNECTION DIVISION

BY: 

ALAN LeYASSEUR, Executive Director

APPROVED AS TO FORM:

BY: 

KENNETH E. PICKERING
General Counsel
Crescent City Connection Division

SUPPLEMENTAL AND AMNEDED COOPERATIVE ENDEAVOR AGREEMENT NUMBER 5

between

THE STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

and the

PARISH OF JEFFERSON

For

Peters Road (On and Off Ramps)

Route US 90

State Project Number 700-26-0249

Parish of Jefferson

THIS SUPPLEMENTAL AND AMENDED COOPERATIVE ENDEAVOR AGREEMENT NUMBER 5, ("Agreement"), is made and entered into this 15th day of April 2010 in triplicate original, by and between the State of Louisiana ("State") through the Department of Transportation and Development ("DOTD") and the Parish of Jefferson, a political subdivision of the State ("Entity"), to serve the public as hereinafter provided, in accordance with Article IV, §14 of the Louisiana Constitution of 1974.

WHEREAS, effective June, 8, 2001, DOTD and Entity entered into a Cooperative Endeavor Agreement (Original CEA) to provide for the pre-construction engineering and design of two (2) new ramps, one of which was to serve as an off ramp from the Interstate 910/US 90 Business, (hereinafter referred to as the "Westbank Expressway") onto the frontage road that ties into Peters Road and the other was to serve as an on ramp from the frontage road onto the Westbank Expressway, for the purpose of alleviating traffic on Peters Road caused by the Greater New Orleans Mississippi Bridge and the Westbank Expressway in Jefferson Parish, Louisiana, hereinafter referred to as the "Project"; and

WHEREAS, the total estimated cost of the pre-construction and design was FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000.00) to be funded entirely with tolls collected by the Crescent City Connection Division of DOTD as authorized by LSA-R.S. 47:320.5(B); and

WHEREAS, effective December 5, 2001, DOTD and the Entity entered into Supplemental Agreement Number 1 to the Original CEA for the purpose of correcting a typographical error in the first sentence of Article 3 of the Original CEA that erroneously identified the Project location as "Barataria Boulevard" rather than correctly indentifying it as "Westbank Expressway (US 90 Business) (Peters On and Off Ramps)"; and

WHEREAS, after the engineering study revealed two new ramps were insufficient to achieve the desired result, and in response objections raised by the community and public officials, effective February 24, 2004, DOTD and the Entity entered into Supplemental Agreement Number 2 for the purpose of redefining the scope of the study to include four (4) new ramps [two (2) on and two (2) off], the demolition of two (2) ramps and to provide for additional funding for additional services rendered by Entity's consultant, including, among other things, a study of alternative routes, additional traffic studies and surveys, attendance and presentations at numerous public meetings and to meet Federal requirements after learning that the elevated Westbank Expressway (Interstate 910/US 90 Business) had been designated for inclusion in the federal interstate highway system; and

WHEREAS, Supplemental Agreement Number 2 increased funding an additional FIVE HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED SIXTY TWO AND 29/100 DOLLARS (\$521,262.29) thereby increasing the total amount for the engineering study to NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED SIXTY TWO DOLLARS AND 29/100 DOLLARS (\$996,262.29) to be funded entirely with tolls collected by the CCCD; and

WHEREAS, Supplemental Agreement Number 2 was further amended to require prior approval and review of DOTD and a fully executed supplemental agreement for any Project cost overruns "(including, but not limited to Engineering Addenda, Change Order, etc.)"; and

WHEREAS, after the engineering study was completed and the conceptual design of the Project had been accepted by DOTD and the Entity, effective November 7, 2005, DOTD and Entity entered into Supplemental Agreement Number 3 to add Article 11 to the Original CEA, for the purpose of authorizing the Entity to proceed with the preliminary engineering and design services for the demolition of two (2) ramps and the construction of four (4) new ramps at a cost not to exceed SEVENTYTHOUSAND AND 00/100 DOLLARS (\$70,000.00); and

WHEREAS, thereafter, DOTD and Entity determined that, because of the additional costs associated with the expansion of the Project, it was no longer feasible to construct the entire Project and limited further work to the construction of two (2) ramps and demolition of one (1) ramp on the westbound side of the Project, which was then identified as Phase I of the Project; and

WHEREAS, the construction and demolition of the eastbound portion of the Project was identified as Phase II of the Project, and was postponed to a later date; and

Intergovernmental Agreement
Jefferson Parish/DOTD
SP# 700-26-0249
Engineering/Westbank Expressway
Peters Rd./Frontage Rd. Ramps
Page 3 of 13

WHEREAS, effective February 22, 2006, DOTD and the Entity entered into Supplemental Agreement Number 3A for the purpose amending Article 11 of the Original CEA, as amended by Supplemental Amended Agreement Number 3, to reflect costs for Phase I of the preliminary design to be at an amount not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 DOLLARS (\$960,310.94); and

WHEREAS, Supplemental Amendment Number 3A also served to limit the remainder of the work to include only Phase I of the Project defined as the westbound entrance and exit ramps and the associated at-grade road improvements referred to as "MacArthur Boulevard Interchange Completion, Peters Road On and Off Ramps"; and

WHEREAS, Article 11 of Supplemental and Amended Agreement Number 3A erroneously identified the preliminary design for Phase I of the Project as "Phase I of the preliminary design" and it did not make clear that the NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 DOLLARS (\$960,310.94) cost was in addition to the costs of the Engineering Study for Phase I and Phase II of the Project in the amount of NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED SIXTY TWO DOLLARS AND 29/100 DOLLARS (\$996,262.29); and

WHEREAS, effective June 12, 2008, DOTD and the Entity entered into Supplemental Agreement Number 4 for the purpose of authorizing the Entity to proceed with the Preliminary Design for the project and to reflect additional State funding for the Project by appropriation pursuant to Act 28 of the 2007 Regular Session of the Louisiana Legislature in the following amounts:

Priority 2	\$ 300,000
Priority 3	\$5,800,000
Priority 5	<u>\$ 700,000</u>
TOTAL	\$6,800,000

and;

WHEREAS, Supplemental Agreement Number 4 further provides for the use of the Priority 2 cash line of credit in the amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) and the Priority 5 non-cash line of credit in the amount of SEVEN

Intergovernmental Agreement
Jefferson Parish/DOTD
SP# 700-26-0249
Engineering/Westbank Expressway
Peters Rd./Frontage Rd. Ramps
Page 4 of 13

HUNDRED THOUSAND AND 00/100 DOLLARS (\$700,000.00) appropriated by Act 28/2007 and authorized by the State Bond Commission at its September 20, 2007, Regular Meeting for Phase I of the Peter Road On and Off Ramps Project; and

WHEREAS, Act 20 of 2009 of the Regular Session of the Louisiana State Legislature contains a appropriation for a Priority 1 cash line of credit in the amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), (Priority 2 under Act 28/2008) which was approved by the State Bond Commission at its regular meeting on July 30, 2009, and an appropriation for SEVEN HUNDRED THROUSAND AND 00/100 DOLLARS (\$700,000.00) payable from the State General Fund (Direct) (Priority 5 under Act 28/2008); and

WHEREAS, the parties hereto desire to enter into Supplemental Agreement Number 5 to provide that DOTD will administer the Project as defined herein below, in lieu of the Crescent City Connection Division, to provide that all Project costs be submitted and processed for review and approval through DOTD at its headquarters office located at 1201 Capital Access Road, Baton Rouge, Louisiana, to implement a method to insure that all work performed by the Entity's consultant is in compliance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, as amended, to insure that all funding contained in this CEA, as amended, has been properly authorized for expenditure in accordance with all applicable laws, rules and regulations and to correct the above identified errors; and

WHEREAS, in addition to the above, this Agreement shall include additional provisions required of state contracts as contained in Articles 10 through 19 herein below; and

WHEREAS, the parties hereto further desire to incorporate into the Original CEA all text, as amended by Supplemental Amendment Numbers 1, 2, 3, 3A, and 4, into a single document entitled, Supplemental Amendment Number 5, for clarity and ease of reading.

NOW THEREFORE, DOTD and Entity hereby agree that the Original CEA, Supplemental Agreement Number 1, Supplemental Agreement Number 2, Supplemental Agreement Number 3, Supplemental Agreement Number 3A and Supplemental Agreement Number 4, be deleted in their entirety and replaced with the following:

ARTICLE 1

PROJECT DESCRIPTION

1.1 This Agreement shall cover various aspects of preconstruction engineering and design services for the construction of two eastbound on and off ramps and two westbound on and off ramps and the demolition of one eastbound off ramp and one westbound off ramp extending from the elevated Westbank Expressway (Interstate 910/US 90 Business) to the frontage road that ties into Peters Road, in Jefferson Parish, Louisiana, hereinafter referred to as the "Project".

1.2 The Project shall consist of two phases. Phase I shall include the demolition of the westbound ramp and the construction of the two (2) westbound ramps, and Phase II shall include the demolition of the eastbound ramp and the construction of the two (2) eastbound ramps. A diagram of Project is appended hereto and made a part hereof by reference as **Exhibit "A"**.

1.3 The services to be provided pursuant to this Agreement shall consist of an Engineering Study for Phase I and Phase II the Project, and preliminary plans, final plans and specifications and cost estimates for Phase I of the Project.

1.4 State Project Number 700-26-0249 has been assigned to this Project. All progress reports, invoices, correspondence and other such documents generated in connection with this Project shall be identified with this State Project Number.

ARTICLE II

FUNDING

2.1 The Engineering Study for Phase I and Phase II of the Project shall be funded entirely with toll funds collected by the Crescent City Connection Division of the DOTD as authorized LSA-R.S. 47:320.5(B). The Entity and DOTD hereby acknowledge and agree that the total amount of funds expended for Engineering Study and the Preliminary Plans for Phase I shall not exceed the amount of TWO MILLION TWENTY SIX THOUSAND FIVE HUNDRED SEVENTY THREE AND 23/100 DOLLARS (\$2,026,573.23).

2.2 The final plans and cost estimates for Phase I are currently estimated to be, TWO MILLION NINETY TWO THOUSAND TWO HUNDRED THRITY-TWO AND 36/100 DOLLARS (2,092,232.36) and shall be funded from the following sources in the corresponding amounts:

Tolls Collected by Crescent City Connection Division	\$ 687,109.64
Act 20/2009 Priority 1	\$ 300,000.00
Act 20/2009 General Fund (Direct)	\$ 700,000.00
Surplus	\$ 405,122.72
TOTAL	\$2,092,232.36

2.4 Any cost overruns shall be reviewed by, and shall have the prior written approval of DOTD. DOTD shall not be responsible for reimbursing any funds in excess of the estimated cost unless first approved, in writing, by DOTD.

2.4 The total estimated cost for the work to be performed pursuant to this Agreement is FOUR MILLION ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIVE AND 49/100 DOLLARS (\$4,118,805.49).

ARTICLE 3
PRE-CONSTRUCTION ENGINEERING

3.1 The Entity shall advertise and select a consulting engineer firm for the performance of all engineering work required pursuant to this Agreement. Specifically, the consulting engineer shall be responsible for performing an engineering study for Phase I and Phase II of the Project and shall be responsible for performing all services necessary for the preparation of complete plans, specifications and estimates for the proposed construction of Phase I of the Project.

3.2 The Entity agrees that DOTD must concur with the Entity's selection of the consulting engineering firm. Following the selection of the consulting engineer firm, and DOTD's concurrence, the Entity shall enter into a contract with the consulting engineering firm for the performance of all pre-construction engineering and design services.

3.3 The Engineering Study shall include, but not be limited to, a study of alternate routes, traffic studies and surveys, attendance and presentations at numerous public meetings and for compliance with applicable environmental State and Federal rules, regulations and laws.

3.4 The engineering firm chosen shall make all necessary surveys, prepare plans and 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 requirement:

1. The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards for Highways") and FAPG Part 625. 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 Drainage Manual".
2. Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirement 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.
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. 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.
5. The Entity will submit copies of letters from each utility company, prior to bid letting, stating that the arrangements have been made for all required relocations and/or adjustments.

6. After preliminary plans have been developed to show all information required for a plan-in-hand inspection, one complete set of plans shall be submitted to the DOTD for a complete plan-in-hand inspection with representatives of the Entity at a time and date mutually agreed to in advance by both parties.
7. Following the completion of preliminary plans, one (1) complete set of the basic plans, dated and stamped "Preliminary", and a preliminary cost estimate shall be submitted to the DOTD for review and comment.
8. Upon completion of its review of the preliminary plans, the DOTD will return one (1) set to the Entity with comments, if any, marked thereon and the plans will be corrected accordingly.

ARTICLE 4 **SUBCONTRACTING**

Any subcontracting performed under this Agreement by consulting engineers engaged by the Entity must have the prior written consent of the Entity and DOTD prior to performing any work. DOTD shall not be obligated to pay for any work performed by any subcontractor in which DOTD's and the Entity's prior written approval was not obtained.

ARTICLE 5 **COST REIMBURSEMENT**

5.1 The Entity shall submit certified invoices to DOTD Headquarters, itemizing the actual and authorized costs incurred by it pursuant to the performance of this Agreement. The DOTD shall pay the authorized costs from the appropriate funding source. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit personnel.

3.2 The Entity shall submit all final invoices for the pre-construction engineering and design services within ninety (90) days after completion of the engineering services. Failure to submit these invoices within the ninety (90) day period may result in the project being closed on previously invoiced amounts, with the Entity assuming responsibility for any un-invoiced costs.

3.3 The participation by the DOTD in the Project shall in no way be construed to make DOTD a party to the contract between the Entity and its engineering consultant.

ARTICLE 6
COST RECORDS

The Entity and its consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the Project, for inspection by the DOTD and/or Legislative Auditor, under State Regulations effective as of the date of June 8, 2001.

ARTICLE 7
CANCELLATION

This Agreement shall become effective on June 8, 2001, and shall remain in effect and shall be binding upon the parties hereto until all work has been performed and accepted by DOTD and all payments required to be made have been made, but this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the DOTD due to withdrawal or reduction of funding for the Project.
3. By DOTD, at any time, after providing the Entity with thirty (30) days written notice.

ARTICLE 8
PROJECT RESPONSIBILITY

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

ARTICLE 9
PUBLIC LIABILITY

The Entity shall indemnify and save harmless the DOTD against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Entity, its agents, servants, contractors, or employees while engaged upon or in connection with the services required or performed by the Entity under this Agreement.

ARTICLE 10
FUNDING CONTINGENCY

In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the DOTD as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the Entity, its successors or assigns.

ARTICLE 11
AMENDMENTS

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when reduced to writing and executed by all parties.

ARTICLE 12
ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE 13
CONTROLLING LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE 14
LEGAL COMPLIANCE

The DOTD and Entity shall comply with all federal, state, and local laws and regulation, including, specifically, the Louisiana Code of Governmental Ethics (LSA-R.S. 42:1101, et seq.) in carrying out the provision of this Agreement.

ARTICLE 15
RELATIONSHIP BETWEEN THE PARTIES

The relationship between Entity and DOTD is for the purposes set forth in this Agreement, and shall be, and only be, that of an independent contractor and the Entity shall not be construed to be an employee, agent, partner of, or in joint venture with the DOTD.

ARTICLE 16
FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE 17
EMPLOYMENT OF STATE PERSONNEL

The Entity certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.

ARTICLE 18

COVENANT AGAINST CONTINGENT FEES

The Entity warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Entity, any fee, commission percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the warranty, the DOTD shall have the right to annul this Agreement without liability or, in DOTD's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 19

DISCRIMINATION

The Entity agrees to abide by the requirements of the following as applicable; Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Entity agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Entity agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

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

WITNESSES:

Norma Limer
Witness for First Party

Ann H. Hudry
Witness for First Party

STATE OF LOUISIANA
JEFFERSON PARISH

BY: [Signature]
John F. Young, Jr.
Chairman, Jefferson Parish Council

Federal Tax Identification No. 72-6013920

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

[Signature]
Witness for Second Party

[Signature]
Witness for Second Party

BY: [Signature]
for Sherri H. LeBas, P.E.
Interim Secretary

APPROVED AS TO FORM
[Signature]
CONSULTANT CONTRACT
SERVICES

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 112975

A resolution authorizing the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, to execute Supplemental Agreement No. 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and the Louisiana Department of Transportation and Development, for pre-construction engineering and design services, for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB, and to execute Amendment No. 11, which amends the existing Engineering Agreement, dated May 22, 2002, with Design Engineering, Inc. for the previously referenced project, to reflect the provisions of Supplemental Agreement No. 5 for a Not-To-Exceed amount of \$2,092,233.36, which amount shall be funded one hundred percent (100%) with funds appropriated by the State of Louisiana and administered by the Louisiana Department of Transportation and Development, increasing the total cost of the Engineering Agreement from \$2,535,690.61 to \$4,627,922.97, and to extend the term of the agreement for a period of one (1) year. (Council District No. 2 & 3)

WHEREAS, by virtue of Resolution No. 93103, adopted on January 24, 2001, Jefferson Parish (hereinafter, PARISH) entered into a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Transportation and Development (hereinafter, DOTD), dated June 8, 2001, governing pre-construction engineering and design services, for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB (hereinafter, the PROJECT); and

WHEREAS, the estimated cost of pre-construction engineering and design services for the PROJECT detailed in the original CEA was \$475,000.00, with the cost of these services to be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD (hereinafter, CCC), with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD; and

WHEREAS, the original CEA, in the first sentence of Article 3: Pre-Construction Engineering, incorrectly identified the PROJECT as "Barataria Boulevard"; and

WHEREAS, by virtue of Resolution No. 94880, adopted on October 24, 2001, Jefferson Parish authorized Supplemental Agreement No. 1 to the CEA, which corrected the first sentence of Article 3: Pre-Construction Engineering as follows: "The Entity shall advertise and select a consulting engineering firm for the performance of all pre-construction engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed construction improvements to *the elevated Westbank Expressway (US 90 Business)*"; and

WHEREAS, by virtue of Resolution No. 94809, adopted on October 24, 2001, the Jefferson Parish Council selected the firm of Design Engineering, Inc. (hereinafter, ENGINEER) to provide pre-construction engineering and design services for the PROJECT; and

WHEREAS, the DOTD concurred with the selection of the ENGINEER by the PARISH to perform the pre-construction engineering and design services for the PROJECT; and

WHEREAS, there is an Engineering Agreement between the PARISH and the ENGINEER, dated May 22, 2002, authorized by Resolution No. 96007, dated April 24, 2002, to provide pre-construction engineering and design services for the PROJECT for a Not-to-Exceed fee of \$173,568.60; and

WHEREAS, Amendment No. 1 to the Engineering Agreement was executed on June 24, 2003, providing for performance of work necessary to satisfy the requirements of an increase to the original scope of the Evaluation Phase of the work for the PROJECT, as requested by the CCC, for the Not-to-Exceed fee of \$213,305.02, increasing the cost of the Engineering Agreement from \$173,568.60 to \$386,873.62; and

WHEREAS, Amendment No. 2 to the Engineering Agreement was executed on January 26, 2004, providing for performance of work necessary to satisfy the requirements of an additional increase to the scope of the Evaluation Phase of the work for the PROJECT, as previously amended by Amendment No. 1, as requested by the CCC, for the Not-to-Exceed fee of \$307,058.76, increasing the cost of the Engineering Agreement from \$386,873.62 to \$693,932.38; and

WHEREAS, after the execution of the original CEA, the Elevated West Bank Expressway (US 90 Business) was designated for inclusion in the Federal Interstate Highway System, thereby requiring design of the PROJECT to meet Federal and State Interstate Highway Standards, necessitating additional work beyond the amended scope of the PROJECT, as detailed in Amendments No. 1 and No. 2 to the Engineering Agreement; and

WHEREAS, Supplemental Agreement No. 2 to the CEA was executed on November 18, 2004, providing for a new authorized expenditure of State of Louisiana funds for the engineering and design services of \$996,262.29 (\$693,932.38 plus \$302,329.91), with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD, and with all services to be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the CCC; and

WHEREAS, Amendment No. 3 to the Engineering Agreement was executed on January 26, 2004, providing for performance of the work necessary to satisfy the requirements of the increase to the original scope of work for the PROJECT, as previously amended by Amendments No. 1 and No. 2, for the Not-to-Exceed fee of \$302,329.91, increasing the cost of the Engineering Agreement from \$693,932.38 to \$996,262.29; and

WHEREAS, Amendment No. 4, authorized by Resolution No. 103401, dated May 4, 2005, extended the Engineering Agreement for a period of thirty (30) days from May 22, 2005 until June 21, 2005, to enable the OWNER to thoroughly evaluate the existing agreement; and

WHEREAS, considering the ENGINEER'S familiarity with the scope of work and previous work performed, it was determined to be in the best interest of the OWNER to extend the Engineering Agreement for one (1) year to allow for completion of the PROJECT design and keep the PROJECT on schedule; and

WHEREAS, Amendment No. 5, authorized by Resolution No. 103547, dated May 25, 2005, extended the Engineering Agreement for a period of one (1) year from June 21, 2005 until June 21, 2006; and

WHEREAS, the DOTD, the CCC, and Jefferson Parish wished to continue moving the PROJECT forward by beginning Preliminary Design of the recommended construction alternative detailed in the Project Initiation Request, which is the only alternative which meets all the applicable design requirements of both the DOTD and the FHWA; and

WHEREAS, Supplemental Agreement No. 3 to the CEA was executed on November 7, 2005, authorizing Phase I Preliminary Design to begin; and

WHEREAS, Amendment No. 6 to the Engineering Agreement was executed on December 2, 2005, providing for performance of the work necessary to satisfy the requirements of the increase to the original scope of work for the PROJECT to perform Preliminary Design, for the Not-to-Exceed fee of \$1,539,428.32, increasing the cost of the Engineering Agreement from \$996,262.29 to \$2,535,690.61; and

WHEREAS, Supplemental Agreement No. 3A to the CEA was executed on April 7, 2006, authorizing expenditure of State of Louisiana funds for Phase I of Preliminary Design (Westbound Side of the Elevated West Bank Expressway) to begin at an additional cost not to exceed \$960,310.94, increasing the cost of authorized expenditures from \$996,262.29 to \$1,956,573.23, with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD, and with all services to be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the CCC; and

WHEREAS, Amendment No. 7, authorized by Resolution No. 105520, dated May 17, 2006, extended the Engineering Agreement for a period of one (1) year from June 21, 2006 until June 21, 2007 and Amendment No. 8, authorized by Resolution No. 107873, dated May 9, 2007, extended the Engineering Agreement for a period of one (1) year from June 21, 2007 until June 21, 2008 to continue work on preliminary plans for Phase I of the PROJECT; and

WHEREAS, the CCC has conscientiously and successfully pursued additional funding from the State Legislature to continue with design and construction of the PROJECT; and

WHEREAS, Act 28 of the 2007 Regular Session of the Louisiana Legislature appropriated \$6,800,000.00 in funding for design and construction of the PROJECT; and

WHEREAS, by virtue of Resolution No. 110233, adopted on May 7, 2008, the DOTD, the CCC, and the PARISH executed Supplemental Agreement No. 4 to the original CEA, as amended by Supplemental Agreements No. 1, No. 2, No. 3, and No. 3a, to utilize the funding appropriated by Act 28 of the 2007 Regular Session of the Louisiana Legislature for the PROJECT; and

WHEREAS, also by virtue of Resolution No. 110233, adopted on May 7, 2008, the PARISH authorized execution of Amendment No. 9 which extended the Engineering Agreement with Design Engineering for one (1) year from June 21, 2008 until June 21, 2009 and Amendment No. 10, authorized by Resolution No. 112072, dated August 4, 2009, extended the Engineering Agreement for a period of one (1) year from June 21, 2009 until June 21, 2010 to allow for continuation of Preliminary Design of the PROJECT; and

WHEREAS, the DOTD, the CCC, and Jefferson Parish wish to continue moving the PROJECT forward by beginning Final Design of Phase I (Westbound Side of the Elevated West Bank Expressway) of the recommended construction alternative detailed in the Project Initiation Request, which is the only alternative which meets all the applicable design requirements of both the DOTD and the FHWA; and

WHEREAS, the following fees were negotiated and mutually agreed upon by the DOTD, the CCC, and the Jefferson Parish Department of Engineering for the performance of Phase I Final Design Plans: (1) \$27,762.74 (Lump Sum) for one Public Hearing; (2) \$45,484.00 (Lump Sum) for Administration, including meetings and coordination; (3) \$651,752.00 (Lump Sum) for At-Grade Roadway Design; (4) \$1,318,086.00 (Lump Sum) for Bridge Plans; (5) \$19,637.02 (Not-To-Exceed) for Direct Expenses; (6) \$14,800.00 (Lump Sum) for Final Traffic Analysis; (7) \$11,846 (Lump Sum) for Final Survey; (8) \$2,864.60 (Not-To-Exceed) for sub-consultant coordination of the Final Traffic Analysis and Final Survey; and

WHEREAS, the DOTD, the CCC, and the PARISH now desire to supplement the original CEA, as amended by Supplemental Agreements No. 1, No. 2, No. 3, No. 3A, and No. 4, by authorizing the expenditure of an additional \$2,092,232.36 in State of Louisiana funds for Final Design of Phase 1 as provided by Supplemental Agreement No. 5, providing for a new authorized expenditure of State of Louisiana funds for engineering and design services of \$4,048,805.59 (\$1,956,573.23 plus \$2,092,232.36),

with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD; and

WHEREAS, all pre-construction engineering and design services, including these additional Final Design Services, shall be performed to both Jefferson Parish and DOTD requirements for the CCC which is a division of the DOTD; and

WHEREAS, the pre-construction engineering and design services for these additional Final Design Services, shall be funded one hundred percent (100%) with funding appropriated by the State of Louisiana; and

WHEREAS, considering the ENGINEER'S familiarity with the scope of work and previous work performed, it is in the best interest of the OWNER to extend the Engineering Agreement for one (1) additional year to allow for continuation of Preliminary and Final Design of the PROJECT, authorizing a new termination date of June 21, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the Chairman, or in his absence the Vice-Chairman, is authorized to execute Supplemental Agreement No. 5 to the Cooperative Endeavor Agreement between the Parish of Jefferson and the Louisiana Department of Transportation and Development, for pre-construction engineering and design services for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB.

SECTION 2. That Supplemental Agreement No. 5 to the Cooperative Endeavor Agreement shall authorize an additional expenditure of \$2,092,232.36 for Final Design of Phase I (Westbound Side of the Elevated West Bank Expressway) of the PROJECT.

SECTION 3. That the pre-construction engineering and design services for Phase I (Westbound Side of the Elevated West Bank Expressway) Final Design Services in the Not-To-Exceed amount of \$2,092,232.36 shall be funded one hundred percent (100%) with funding appropriated by the State of Louisiana and administered by the DOTD.

SECTION 4. That the Jefferson Parish Council does hereby authorize the execution of Amendment No. 11 which amends the existing Engineering Agreement with Design Engineering, Inc., dated May 22, 2002, authorized by Resolution No. 96007, dated April 24, 2002, to provide additional pre-construction engineering and design services for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business) for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 742-26-0249, Public Works Project No. 2001-004-RB, namely the performance of Phase I (Westbound Side of the Elevated West Bank Expressway) Final Design Plans, to reflect the provisions of Supplemental Agreement No. 5 to the Cooperative Endeavor Agreement, and to provide a one (1) year extension, from June 21, 2010 to June 21, 2011, to allow time for completion of Preliminary and Final Design of the PROJECT.

SECTION 5. That the cost for the additional services provided by Amendment No. 11 is a Not-To-Exceed fee of \$2,092,232.36, which increases the value of the Engineering Agreement from \$2,535,690.61 to \$4,627,922.97.

SECTION 6. That the total Not-To-Exceed fee of \$2,092,232.36 for the additional Pre-construction Engineering and Design Services provided by Amendment No. 11 is to be charged to Account No. 44560-4008-7451(45635.001), and the DOTD shall reimburse Jefferson Parish for all authorized costs incurred during the engineering phase of the project as per the Cooperative Endeavor Agreement.

SECTION 7. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 2nd day of September, 2009.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK

JEFFERSON PARISH 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



SHERRI H. LEBAS, P.E.
SECRETARY

November 30, 2012

Mr. Mark Drewes, P.E,
Jefferson Parish Department of Engineering
1221 Elmwood Park Blvd. Ste. 802
Jefferson, LA 70123

RE: **Supplemental Agreement No. 6**
State Project No. H. 002550
(Formerly Identified as Legacy State Project No. 700-26-0249)
Peters Road ON and Off Ramps
Route US 90
Jefferson Parish

Dear Mr. Drewes:

Attached is one fully executed copy of the document dated November 30, 2012.

All correspondence, invoice and other documents submitted to the Department must include the captioned project and shall be submitted to **Li Yang, P.E.** for further distribution.

If you have any questions or comments, please contact **Li Yang** at (225) 379-1456.

Sincerely,


Alan A. Dale, P.E.
Consultant Contract Services Administrator

AD: seh
Attachments

SUPPLEMENTAL AND AMENDED COOPERATIVE ENDEAVOR AGREEMENT NUMBER 6

between

THE STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

and the

PARISH OF JEFFERSON

For

Peters Road (On and Off Ramps)

Route US 90

State Project Number H.002550

(FORMERLY IDENTIFIED AS LEGACY STATE PROJECT NO. 700-26-0249)

Parish of Jefferson

THIS SUPPLEMENTAL AND AMENDED COOPERATIVE ENDEAVOR AGREEMENT NUMBER 6, ("Agreement"), is made and entered into this 30th, day of November, 2012 in triplicate original, by and between the State of Louisiana ("State") through the Department of Transportation and Development ("DOTD") and the Parish of Jefferson, a political subdivision of the State ("Entity"), to serve the public as hereinafter provided, in accordance with Article IV, §14 of the Louisiana Constitution of 1974.

WHEREAS, effective June, 8, 2001, DOTD and Entity entered into a Cooperative Endeavor Agreement (Original CEA) to provide for engineering work on the project to construct on and off ramps to Peters Road in Jefferson Parish in order to promote the orderly and safe flow of traffic from the Greater New Orleans Mississippi River Bridges and the Westbank Expressway; and

WHEREAS, effective December 5, 2001, DOTD and the Entity entered into Supplemental Agreement Number 1 to the Original CEA for the purpose of correcting a typographical error in the first sentence of Article 3 of the Original CEA that erroneously identified the Project location as "Barataria Boulevard" rather than correctly indentifying it as "Westbank Expressway (US 90 Business) (Peters On and Off Ramps)"; and

WHEREAS, effective February 24, 2004, DOTD and the Entity entered into Supplemental Agreement Number 2 for the purpose of redefining the scope of the study to include four (4) new ramps [two (2) on and two (2) off], the demolition of two (2) ramps and to provide for additional funding for additional services rendered by Entity's consultant; and

WHEREAS, effective November 7, 2005, DOTD and Entity entered into Supplemental Agreement Number 3 to add Article 11 to the Original CEA, for the purpose of authorizing the Entity to proceed with the preliminary engineering and design services for the demolition of two (2) ramps and the construction of four (4) new ramps at a cost not to exceed SEVENTYTHOUSAND AND 00/100 DOLLARS (\$70,000.00); and

WHEREAS, effective February 22, 2006, DOTD and the Entity entered into Supplemental Agreement Number 3A for the purpose of amending Article 11 of the Original CEA, as amended by Supplemental Amended Agreement Number 3, to reflect costs for Phase I of the preliminary design to be at an amount not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 DOLLARS (\$960,310.94); and

WHEREAS, effective June 12, 2008, DOTD and the Entity entered into Supplemental Agreement Number 4 for the purpose of authorizing the Entity to proceed with the Preliminary Design for the project and to reflect additional State funding for the Project by appropriation pursuant to Act 28 of the 2007 Regular Session of the Louisiana Legislature; and

WHEREAS, the parties hereto entered into Supplemental and Amended Cooperative Endeavor Agreement Number 5, dated April 15, 2010, to provide that DOTD will administer the Project as defined herein below, in lieu of the Crescent City Connection Division, to provide that all Project costs be submitted and processed for review and approval through DOTD at its headquarters office located at 1201 Capital Access Road, Baton Rouge, Louisiana, to implement a method to insure that all work performed by the Entity's consultant is in compliance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, as amended, to insure that all funding contained in this CEA, as amended, has been properly authorized for expenditure in accordance with all applicable laws, rules and regulations and to correct the above identified errors; and

WHEREAS, the parties hereto agreed to, and did in fact, incorporate the provisions of the Original CEA, as amended by Supplemental Amendment Numbers 1, 2, 3, 3A, and 4, into the single document entitled "Supplemental and Amended Cooperative Endeavor Agreement Number 5", dated April 15, 2010; and

WHEREAS, the parties hereto agree to supplement and amend the Agreement of April 15, 2010 to provide for additional funding for construction support and shop drawings.

NOW THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree to amend the April 15, 2010 Agreement as follows:

1.

Article I, Project Description, Section 1.3 is hereby amended to read as follows:

“1.3 The services to be provided pursuant to this Agreement shall consist of an Engineering Study for Phase I and Phase II of the Project, preliminary plans, final plans, specifications, cost estimates, construction support, and shop drawings for Phase I of the Project.”

2.

Article II, Funding, is hereby amended to add Section 2.1.1 to read as follows:

“2.1.1 The Entity and DOTD hereby acknowledge and agree that the total amount of funds expended for construction support and shop drawings shall not exceed the amount of ONE HUNDRED EIGHT THOUSAND, THIRTY-SEVEN AND 30/100 DOLLARS (\$108,037.30).”

3.

Article II, Funding, Section 2.4 is hereby amended to read as follows:

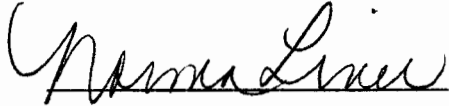
“2.4 The total estimated cost for the work to be performed pursuant to this Agreement is FOUR MILLION, TWO HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED FORTY-TWO AND 79/100 DOLLARS (\$4,226,842.79).

4.

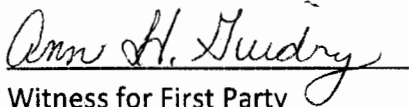
The DOTD and Entity agree that all provisions of the “Supplemental and Amended Cooperative Endeavor Agreement Number 5”, dated April 15, 2012, to the extent not inconsistent with this Supplemental and Amended Cooperative Endeavor Agreement Number 6, shall remain in full force and effect.

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

WITNESSES:



Witness for First Party



Witness for First Party

**STATE OF LOUISIANA
JEFFERSON PARISH**

BY: 

Elton M. Lagasse
Chairman, Jefferson Parish Council

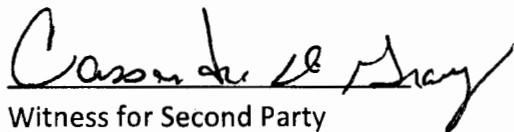
72-6013920

Federal Tax Identification Number

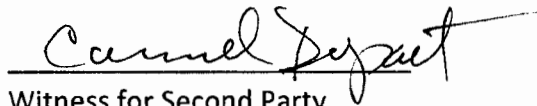
**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: 

for Secretary



Witness for Second Party



Witness for Second Party

RECOMMENDED FOR APPROVAL

BY: 

Division Head

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO.119708

A resolution authorizing the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, to ratify Supplemental and Amended Cooperative Endeavor Agreement No. 6 between the Parish of Jefferson and the State of Louisiana Department of Transportation and Development for Peters Road (On and Off Ramps), Route US 90, State Project No. H.002550 (Formerly Identified as Legacy State Project No. 700-26-0249), Public Works Project No. 2001-004-RB, and to execute Amendment No. 14, which amends the existing Engineering Agreement, dated May 22, 2002, with Design Engineering, Inc. for pre-construction engineering and design services, for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, formally named MacArthur Drive Interchange Completion, State Project No. H.002550 (Formerly Identified as Legacy State Project No. 700-26-0249), Public Works Project No. 2001-004-RB, Contract No. 55-00005419, to add Engineering Services for Construction Support related to Phase 1 of the referenced project, S.P. No. H.002550, for the Not-to-exceed amount of \$117,257.30 and to extend the term of the agreement for a period of one (1) year as requested by the Louisiana Department of Transportation and Development, (Council Districts No. 2 & No. 3)

WHEREAS, by virtue of Resolution No. 93103, adopted on January 24, 2001, Jefferson Parish (hereinafter, PARISH) entered into a Cooperative Endeavor Agreement (CEA) with the Louisiana Department of Transportation and Development (hereinafter, DOTD), dated June 8, 2001, governing pre-construction engineering and design services, for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business), for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. 700-26-0249, Public Works Project No. 2001-004-RB (hereinafter, the PROJECT); and

WHEREAS, the estimated cost of pre-construction engineering and design services for the PROJECT detailed in the original CEA was \$475,000.00, with the cost of these services to be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the Crescent City Connection Division of the DOTD (hereinafter, CCC), with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD; and

WHEREAS, the original CEA, in the first sentence of Article 3: Pre-Construction Engineering, incorrectly identified the PROJECT as "Barataria Boulevard"; and

WHEREAS, by virtue of Resolution No. 94880, adopted on October 24, 2001, Jefferson Parish authorized Supplemental Agreement No. 1 to the CEA, which corrected the first sentence of Article 3: Pre-Construction Engineering as follows: "The Entity shall advertise and select a consulting engineering firm for the performance of all pre-construction engineering services necessary for the preparation of complete plans, specifications and estimates for the proposed construction improvements to *'the elevated Westbank Expressway (US 90 Business)'*"; and

WHEREAS, by virtue of Resolution No. 94809, adopted on October 24, 2001, the Jefferson Parish Council selected the firm of Design Engineering, Inc. (hereinafter,

ENGINEER) to provide pre-construction engineering and design services for the PROJECT; and

WHEREAS, the DOTD concurred with the selection of the ENGINEER by the PARISH to perform the pre-construction engineering and design services for the PROJECT; and

WHEREAS, there is an Engineering Agreement between the PARISH and the ENGINEER, dated May 22, 2002, authorized by Resolution No. 96007, dated April 24, 2002, to provide pre-construction engineering and design services for the PROJECT for a Not-to-Exceed fee of \$173,568.60; and

WHEREAS, Amendment No. 1 to the Engineering Agreement was executed on June 24, 2003, providing for performance of work necessary to satisfy the requirements of an increase to the original scope of the Evaluation Phase of the work for the PROJECT, as requested by the CCC, for the Not-to-Exceed fee of \$213,305.02, increasing the cost of the Engineering Agreement from \$173,568.60 to \$386,873.62; and

WHEREAS, Amendment No. 2 to the Engineering Agreement was executed on January 26, 2004, providing for performance of work necessary to satisfy the requirements of an additional increase to the scope of the Evaluation Phase of the work for the PROJECT, as previously amended by Amendment No. 1, as requested by the CCC, for the Not-to-Exceed fee of \$307,058.76, increasing the cost of the Engineering Agreement from \$386,873.62 to \$693,932.38; and

WHEREAS, after the execution of the original CEA, the Elevated West Bank Expressway (US 90 Business) was designated for inclusion in the Federal Interstate Highway System, thereby requiring design of the PROJECT to meet Federal and State Interstate Highway Standards, necessitating additional work beyond the amended scope of the PROJECT, as detailed in Amendments No. 1 and No. 2 to the Engineering Agreement; and

WHEREAS, Supplemental Agreement No. 2 to the CEA was executed on November 18, 2004, providing for a new authorized expenditure of State of Louisiana funds for the engineering and design services of \$996,262.29 (\$693,932.38 plus \$302,329.91), with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD, and with all services to be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the CCC; and

WHEREAS, Amendment No. 3 to the Engineering Agreement was executed on January 26, 2004, providing for performance of the work necessary to satisfy the requirements of the increase to the original scope of work for the PROJECT, as previously amended by Amendments No. 1 and No. 2, for the Not-to-Exceed fee of \$302,329.91, increasing the cost of the Engineering Agreement from \$693,932.38 to \$996,262.29; and

WHEREAS, Amendment No. 4, authorized by Resolution No. 103401, dated May 4, 2005, extended the Engineering Agreement for a period of thirty (30) days from May 22, 2005 until June 21, 2005, to enable the OWNER to thoroughly evaluate the existing agreement; and

WHEREAS, considering the ENGINEER'S familiarity with the scope of work and previous work performed, it was determined to be in the best interest of the OWNER to extend the Engineering Agreement for one (1) year to allow for completion of the PROJECT design and keep the PROJECT on schedule; and

WHEREAS, Amendment No. 5, authorized by Resolution No. 103547, dated May 25, 2005, extended the Engineering Agreement for a period of one (1) year from June 21, 2005 until June 21, 2006; and

WHEREAS, the DOTD, the CCC, and Jefferson Parish wished to continue moving the PROJECT forward by beginning Preliminary Design of the recommended construction alternative detailed in the Project Initiation Request, which is the only alternative which meets all the applicable design requirements of both the DOTD and the FHWA; and

WHEREAS, Supplemental Agreement No. 3 to the CEA was executed on November 7, 2005, authorizing Phase I Preliminary Design to begin; and

WHEREAS, Amendment No. 6 to the Engineering Agreement was executed on December 2, 2005, providing for performance of the work necessary to satisfy the requirements of the increase to the original scope of work for the PROJECT to perform Preliminary Design, for the Not-to-Exceed fee of \$1,539,428.32, increasing the cost of the Engineering Agreement from \$996,262.29 to \$2,535,690.61; and

WHEREAS, Supplemental Agreement No. 3A to the CEA was executed on April 7, 2006, authorizing expenditure of State of Louisiana funds for Phase I of Preliminary Design (Westbound Side of the Elevated West Bank Expressway) to begin at an additional cost not to exceed \$960,310.94, increasing the cost of authorized expenditures from \$996,262.29 to \$1,956,573.23, with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD, and with all services to be funded one hundred percent (100%) with tolls collected from users of the Greater New Orleans Mississippi River Bridges and administered by the CCC; and

WHEREAS, Amendment No. 7, authorized by Resolution No. 105520, dated May 17, 2006, extended the Engineering Agreement for a period of one (1) year from June 21, 2006 until June 21, 2007 and Amendment No. 8, authorized by Resolution No. 107873, dated May 9, 2007, extended the Engineering Agreement for a period of one (1) year from June 21, 2007 until June 21, 2008 to continue work on preliminary plans for Phase I of the PROJECT; and

WHEREAS, the CCC has conscientiously and successfully pursued additional funding from the State Legislature to continue with design and construction of the PROJECT; and

WHEREAS, Act 28 of the 2007 Regular Session of the Louisiana Legislature appropriated \$6,800,000.00 in funding for design and construction of the PROJECT; and

WHEREAS, by virtue of Resolution No. 110233, adopted on May 7, 2008, the DOTD, the CCC, and the PARISH executed Supplemental Agreement No. 4 to the original CEA, as amended by Supplemental Agreements No. 1, No. 2, No. 3, and No. 3a, to utilize the funding appropriated by Act 28 of the 2007 Regular Session of the Louisiana Legislature for the PROJECT; and

WHEREAS, also by virtue of Resolution No. 110233, adopted on May 7, 2008, the PARISH authorized execution of Amendment No. 9 which extended the Engineering Agreement with Design Engineering for one (1) year from June 21, 2008 until June 21, 2009 and Amendment No. 10, authorized by Resolution No. 112072, dated August 4, 2009, extended the Engineering Agreement for a period of one (1) year from June 21, 2009 until June 21, 2010 to allow for continuation of Preliminary Design of the PROJECT; and

WHEREAS, by virtue of Resolution No. 112975, adopted on September 2, 2009, the DOTD, the CCC, and the PARISH executed Supplemental and Amended Cooperative Endeavor Agreement No. 5 to the original CEA, as amended by Supplemental Agreements No. 1, No. 2, No. 3, No. 3a, and No. 4, to authorize additional expenditures by the State of Louisiana in the amount of \$2,092,232.36 for Final Design of Phase I (Westbound Side of the Elevated West Bank Expressway) of the PROJECT, with any project cost overruns to be reviewed by, and have prior written approval of, the DOTD; and

WHEREAS, by virtue of Resolution No. 112975, adopted on September 2, 2009, the PARISH authorized execution of Amendment No. 11 which amended the existing Engineering Agreement between the PARISH and the ENGINEER to provide additional Engineering Services for Final Design of Phase I in the amount of \$2,092,232.36, as reflected in the provisions of Supplemental Agreement No. 5 and funded one hundred percent (100%) with funding appropriated by the State of Louisiana; and

WHEREAS, by virtue of Resolution No. 116879, adopted on May 25, 2011, the PARISH authorized execution of Amendment No. 12 which extended the Engineering Agreement with Design Engineering for one (1) year from June 21, 2011 until June 21, 2012 to allow for completion of Phase I Final Plans; and

WHEREAS, Final Design Plans for Phase I were submitted by the ENGINEER to the DOTD; and

WHEREAS, the DOTD decided that additional design modifications should be added to the Phase I plans to address repair work to the existing elevated West Bank Expressway bridge structure which would extend the life of the existing structure; and

WHEREAS, the DOTD decided that the Phase I plans should be separated into two construction bids, an at-grade roadway improvements package (Phase 1A) which could be bid in the Summer of 2012 and an elevated structure improvements package (Phase 1B) which could be bid in the Spring of 2013 following completion of the additional design modifications to the existing bridge structure; and

WHEREAS, by virtue of Resolution No. 119092, adopted on June 13, 2012, the PARISH authorized execution of Amendment No. 13 which extended the Engineering Agreement with Design Engineering for one (1) year from June 21, 2012 until June 21, 2013 to allow for completion of the additional design modifications to address repair work to the existing elevated West Bank Expressway bridge structure and to allow for completion of the separation of Phase I Final Plans into two construction bids; and

WHEREAS, the DOTD desires to retain the ENGINEER during construction of Phase 1A for Construction Support and to review Shop Drawings, which services will be paid for by the DOTD with the exception of work related to the required relocation of Parish-owned utilities; and

WHEREAS, a Not-to-exceed fee of \$117,257.30 was negotiated and mutually agreed upon by the DOTD and the Engineer with the concurrence of the Jefferson Parish Department of Engineering for Construction Support and to review Shop Drawings for Phase 1A, of which a Not-to-exceed amount of \$9,220.00 related to the required relocation of Parish-owned utilities will be paid for by Jefferson Parish and the remaining Not-to-exceed amount of \$108,037.30 will be paid for by the DOTD; and

WHEREAS, considering the ENGINEER'S familiarity with the scope of work and previous work performed and the desire of the DOTD to retain the ENGINEER during construction, it is in the best interest of the OWNER to extend the Engineering Agreement for one (1) additional year to allow for Construction Support and Shop Drawing review during construction of Phase 1A of the PROJECT, authorizing a new termination date of June 21, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council, the governing authority of said Parish:

SECTION 1. That the Chairman, or in his absence the Vice-Chairman, is authorized to execute Amendment No. 14 which ratifies Supplemental and Amended Cooperative Endeavor Agreement No. 6 between the Parish of Jefferson and the State of Louisiana Department of Transportation and Development for Peters Road (On and Off Ramps), Route US 90, State Project No. H.002550 (Formerly Identified as Legacy State Project No. 700-26-0249), Public Works Project No. 2001-004-RB.

SECTION 2. That Supplemental and Amended Cooperative Endeavor Agreement No. 6 shall authorize an additional expenditure of \$108,037.30 for construction support and shop drawings for Phase I (Westbound Side of the Elevated West Bank Expressway) of the PROJECT which shall be funded one hundred percent (100%) with funding appropriated by the State of Louisiana and administered by the DOTD.

SECTION 3. That the Jefferson Parish Council does hereby authorize the execution of Amendment No. 14 which amends the existing Engineering Agreement with Design Engineering, Inc., dated May 22, 2002, authorized by Resolution No. 96007, dated April 24, 2002, for pre-construction engineering and design services for an off-ramp from the elevated West Bank Expressway (westbound U.S. 90 Business) and an on-ramp to the elevated West Bank Expressway (eastbound U.S. 90 Business) for access to and from Peters Road and the Harvey Tunnel on the east side of the Harvey Canal, State Project No. H.002550 (Formerly Identified as Legacy State Project No. 700-26-0249), Public Works Project No. 2001-004-RB, , to provide additional Engineering Services for Construction Support and Shop drawings related to Phase 1A

of the referenced project, and to provide a one (1) year extension, from June 21, 2013 to June 21, 2014, to allow time for construction of Phase 1A.

SECTION 4. That the cost for the additional services provided by Amendment No. 14 is a Not-to-Exceed fee of \$117,257.30 which increases the value of the Engineering Agreement from \$4,627,922.97 to \$4,745,180.27.

SECTION 5. That the additional engineering and design service fees shall be funded as follows: \$108,037.30 with funding appropriated by the State of Louisiana and administered by the DOTD and \$9,220.00 with funding provided by Jefferson Parish.

SECTION 6. That the cost for engineering and design service fees shall be charged to Account No. 44560-4008-7451(45635.001), and the DOTD shall reimburse Jefferson Parish for all authorized costs incurred during the engineering phase of the project as per the Cooperative Endeavor Agreement.

SECTION 7. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

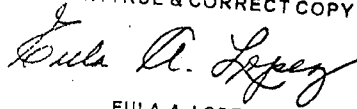
YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **10th day of October, 2012.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL



Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

REFERRED TO

- _____ REFERRED FOR ACTION
- _____ ANSWER FOR MY SIGNATURE
- _____ FOR FILE
- _____ FOR YOUR INFORMATION
- _____ FOR SIGNATURE
- _____ RETURN TO ME
- _____ PLEASE SEE ME
- _____ PLEASE TELEPHONE ME
- _____ FOR APPROVAL
- _____ PLEASE ADVISE ME

IN REPLY REFER TO
FILE NO.

BY _____ DATE _____
 BY _____ DATE _____
 BY _____ DATE _____

H.009933
STATE PROJECT NO. 283-09-0114 (CONST.)
STATE PROJECT NO. 700-26-0249 (ENGR.)
MACARTHUR INTERCHANGE COMPLETION – PHASE IB
ROUTE US 90B/I-910
JEFFERSON PARISH

Memorandum

To: Alan A. Dale, P.E.
Contract Services

From: Li Yang, P.E. *LY*
Project Management

Subject: Requesting Parish/City-State Supplemental Agreement No. 7

Date: July 10, 2013

Please prepare a Parish/City-State supplemental agreement between DOTD and Jefferson Parish for the captioned project. Provided for your use is the final scope and engineering estimate (Man-hours) for Construction Support and Shop Drawings. Also attached is a completed Parish/City-State Agreement request form and Supplemental Agreement No.6.

In addition, the negotiation between DOTD and DEI has been completed and both parties have agreed with the final scope of the tasks and man-hours' assessments for the task of the project. Furthermore, the independent reviews/calculations (structure and geotechnical) have been performed on the assessments.

Please provide billable rates for each consultant as well.

If there are any questions, please do not hesitate to contact me.

LY: ly
Attachments

Earl D. White *7/12/13*
 _____ DATE _____
 RECOMMENDED FOR APPROVAL

RECOMMENDED FOR APPROVAL DATE

RECOMMENDED FOR APPROVAL DATE

APPROVED DOTD0057 DATE



Office of Engineering

PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1234

Bobby Jindal, Governor
Sherri H. LeBas, P.E., Secretary

August 30, 2013

Mr. Aaron Broussard, Parish President
Jefferson Parish Council
1221 Elmwood Park Blvd.
Suite 1002
Jefferson, LA 70123

RE: Supplemental Cooperative Endeavor Agreement No. 7
State Project No.: H.002550 & H.009933
Legacy S.P. No.: 700-26-0249
Peters Road (On and Off Ramps)
Route US 90
Jefferson Parish

Dear Mr. Broussard:

Attached is one fully executed copy of the Supplemental Cooperative Endeavor Agreement No. 7 between the Department of Transportation and Development (DOTD), and the Parish of Jefferson (Entity) dated **August 30, 2013**.

If you have any questions or comments, please contact **Jeffrey Rogers** at (225) 379-1831 or jeffrey.rogers@la.gov.

Sincerely,

Alan A. Dale, P.E.
Consultant Contract Services Administrator

AD: jr

Attachments

pc: Mr. Li Yang
Mr. Elton Lagasse
Mr. Mark Drewes
Mr. Michael Stack (District 02)
District 02 Assistant District Administrator of Engineering
District 02 Assistant District Administrator of Operations
District 02 Area Engineer
Financial Services Section
Ms. Diane Chastain
Ms. Terri Campo
Ms. Olga Corominas

SUPPLEMENTAL AND AMENDED COOPERATIVE ENDEAVOR AGREEMENT NUMBER 7

between

THE STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

and the

PARISH OF JEFFERSON

For

Peters Road (On and Off Ramps)

Route US 90

State Project Numbers H.002550 & H.009933

(FORMERLY IDENTIFIED AS LEGACY STATE PROJECT NO. 700-26-0249)

Parish of Jefferson

THIS SUPPLEMENTAL AND AMENDED COOPERATIVE ENDEAVOR AGREEMENT NUMBER 7, ("Agreement"), is made and entered into this 30th day of August, 2013 in triplicate original, by and between the State of Louisiana ("State") through the Department of Transportation and Development ("DOTD") and the Parish of Jefferson, a political subdivision of the State ("Entity"), to serve the public as hereinafter provided, in accordance with Article IV, §14 of the Louisiana Constitution of 1974.

WHEREAS, effective June, 8, 2001, DOTD and Entity entered into a Cooperative Endeavor Agreement (Original CEA) to provide for engineering work on the project to construct on and off ramps to Peters Road in Jefferson Parish in order to promote the orderly and safe flow of traffic from the Greater New Orleans Mississippi River Bridges and the Westbank Expressway; and

WHEREAS, effective December 5, 2001, DOTD and the Entity entered into Supplemental Agreement Number 1 to the Original CEA for the purpose of correcting a typographical error in the first sentence of Article 3 of the Original CEA that erroneously identified the Project location as "Barataria Boulevard" rather than correctly identifying it as "Westbank Expressway (US 90 Business) (Peters On and Off Ramps)"; and

WHEREAS, effective February 24, 2004, DOTD and the Entity entered into Supplemental Agreement Number 2 for the purpose of redefining the scope of the study to include four (4) new ramps [two (2) on and two (2) off], the demolition of two (2) ramps and to provide for additional funding for additional services rendered by Entity's consultant; and

WHEREAS, effective November 7, 2005, DOTD and Entity entered into Supplemental Agreement Number 3 to add Article 11 to the Original CEA, for the purpose of authorizing the Entity to proceed with the preliminary engineering and design services for the demolition of two (2) ramps and the construction of four (4) new ramps at a cost not to exceed SEVENTYTHOUSAND AND 00/100 DOLLARS (\$70,000.00); and

WHEREAS, effective February 22, 2006, DOTD and the Entity entered into Supplemental Agreement Number 3A for the purpose of amending Article 11 of the Original CEA, as amended by Supplemental Amended Agreement Number 3, to reflect costs for Phase I of the preliminary design to be at an amount not to exceed NINE HUNDRED SIXTY THOUSAND THREE HUNDRED TEN AND 94/100 DOLLARS (\$960,310.94); and

WHEREAS, effective June 12, 2008, DOTD and the Entity entered into Supplemental Agreement Number 4 for the purpose of authorizing the Entity to proceed with the Preliminary Design for the project and to reflect additional State funding for the Project by appropriation pursuant to Act 28 of the 2007 Regular Session of the Louisiana Legislature; and

WHEREAS, the parties hereto entered into Supplemental and Amended Cooperative Endeavor Agreement Number 5, dated April 15, 2010, to provide that DOTD will administer the Project as defined herein below, in lieu of the Crescent City Connection Division, to provide that all Project costs be submitted and processed for review and approval through DOTD at its headquarters office located at 1201 Capital Access Road, Baton Rouge, Louisiana, to implement a method to insure that all work performed by the Entity's consultant is in compliance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, as amended, to insure that all funding contained in this CEA, as amended, has been properly authorized for expenditure in accordance with all applicable laws, rules and regulations and to correct the above identified errors; and

WHEREAS, the parties hereto agreed to, and did in fact, incorporate the provisions of the Original CEA, as amended by Supplemental Amendment Numbers 1, 2, 3, 3A, and 4, into the single document entitled "Supplemental and Amended Cooperative Endeavor Agreement Number 5", dated April 15, 2010; and

WHEREAS, the parties hereto supplemented and amended the Agreement by execution of "Supplemental and Amended Cooperative Endeavor Agreement Number 6" dated November 30, 2012; and did

WHEREAS, the parties hereto agree to supplement and amend the Agreement of November 30, 2012 and "Supplemental and Amended Cooperative Endeavor Agreement Number 6" to provide for additional funding for construction support and shop drawings.

NOW THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree to amend the November 30, 2012 Agreement as follows:

1.

Article II, Funding, is hereby amended to add Section 2.1.1 to read as follows:

"2.1.1 The Entity and DOTD hereby acknowledge and agree that the total amount of funds expended for construction support and shop drawings shall not exceed the amount of SEVEN HUNDRED EIGHT THOUSAND, THIRTY-SEVEN AND 30/100 DOLLARS (\$708,037.30)."

2.

Article II, Funding, Section 2.4 is hereby amended to read as follows:

"2.4 The total estimated cost for the work to be performed pursuant to this Agreement is FOUR MILLION, EIGHT HUNDRED TWENTY-SIX THOUSAND, EIGHT HUNDRED FORTY-TWO AND 79/100 DOLLARS (\$4,826,842.79).

3.

The DOTD and Entity agree that all provisions of the "Supplemental and Amended Cooperative Endeavor Agreement Number 6", dated November 30, 2012, to the extent not inconsistent with this Supplemental and Amended Cooperative Endeavor Agreement Number 7, shall remain in full force and effect.

Intergovernmental CEA SA 7
Jefferson Parish/DOTD
H.002550 & H.009933 (SPN 700-26-0249)
Engineering/Westbank Expressway
Peters Rd./Frontage Rd. Ramps
Page 4 of 4

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

WITNESSES:

Norma Lincee

Witness for First Party

Ann H. Hudry

Witness for First Party

STATE OF LOUISIANA
JEFFERSON PARISH

BY: *[Signature]*

Christopher L. Roberts
Chairman, Jefferson Parish Council

72-6013920

Federal Tax Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: *[Signature]*

for Secretary

Cassandra De Gray

Witness for Second Party

Patrice Little

Witness for Second Party

RECOMMENDED FOR APPROVAL

BY: *[Signature]*

for Division Head

APPROVED AS TO FORM

[Signature]
CONSULTANT CONTRACT
SERVICES