R QUEST FOR CONTRACT

DATE:

REQUESTING OFC/DIV: OCPR

CHIEF: Christopher P. Knotts, P.E. CK

DEPUTY: Jerome Zeringue JZ

ACCOUNTING REVIEW - Source & Availability of Funds: KN 3-8-10

TYPE OF CONTRACT:

Contract		X	Cooperative Agmt
Amendment			Interagency Agmt

1. Contracting Party: St. Charles Parish Government
   Address: P. O. Box 302
   Hahnville, LA 70057

   Contact Person:
   Telephone No.:
   Federal Tax ID#: 72-6001208

2. a) Amount: $1,844,530.00
   b) Funding Source: Trust Fund & COE
   c) Cost Center No.: 2512 ~~[illegible]~~ 2512-11-01
   d) Grant No./MIPR No.: N/A
   e) CRD Acct Prj. No.: 1BA1
   f) Cost Share No.: 25086-96-01
   g) CRD Plan Prj. No.: BA-01
   h) CWPPRA Purpose Code No.: 3

   A copy of DNR insurance requirements was provided to this proposed contractor.

3. Project Manager: Tom Bernard TB

4. Contract Term: 02/01/11 - 01/31/16 *Justify if more than 12 months:* This agreement will serve as the basic agreement for the lifetime, currently projected at 50 years, operation maintenance and monitoring of the Davis Pond Structure, Pump and Levee System.

5. Project Title: "Operation, Maintenance, Repair, Replacement and Rehabilitation of the Davis Pond Freshwater Diversion Project"
   Objective: To provide for the identification of specific actions and responsibilities to be performed by OCPR and St. Charles Parish Government in operating, maintaining and monitoring the Freshwater Diversion Structure, Pump and Levee System.

6. Payment: X Actual Costs Incurred; ____ Fee Schedule; ____ Hourly; ____ Other *(Explain,*
   In accordance with the attached rate schedule.

7. Documentation
   A. Scope of Services must include Deliverables, Budget and Reports *(type, frequency and no. of copies)*
   B. Resumes *(1 copy)*
   C. Contract Certification Form *(DNR-CD)*
   D. Contract Justification Form *(DNR-CJ)*
   E. Civil Service Justification Form *(DNR-CS)*
   F. Request for Sole Source Selection Form *(DNR-RS)*
   G. Cost Benefit Analysis Documentation Form (DNR-CB)

Amendments - Complete items 1, 4, 5, 8 (as applicable) and 9

8. Original Amt.: ____ Amount of Revision: ____ Total: ____
   Funding Source: ____ Grant No.: ____
   Contract No.: ____

9. Type of Amendment: ____ Time Extension Date Extended: ____
   ____ Budget Revision ____ Scope of Services

   Reasons for Amendment:

Federal Share	@ 75% =	$ 1,383,397.50
State Share	@ 25% =	$ 461,132.50
Total	=	$ 1,844,530.00

FOR CONTRACTS & GRANTS USE ONLY

ACCOUNTING FOR BA22: ____

SECRETARY APPROVAL: Steve Martin DATE: 3/10/10

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 10/2005)

Date: 4/13/2010 | Dept/Budget Unit/Program #: Executive Department/01-109/Program 2

Dept/Agency/Program Name: Office of Coastal Protection & Restoration | OCR/CFMS Contract #:

Agency/Program BA-22 # : 109/2/BA-22 #1 | Agency/Program Contract #: 109/2/2512-11-01

Fiscal Year for this BA-22: 2010-11 (yyyy-yy) | **BA-22 Start/End Dates:** 02/01/11 (Start Date) 01/31/16 (End Date)

Multi-year Contract (Yes/No): Yes | *If "Yes", provide contract dates:* 02/01/11 (Start Date) 01/31/16 (End Date)

St. Charles Parish Government (Contractor/Vendor Name) | 72-6001208 (Contractor/Vendor No.)

"Operation, Maintenance, Repair, Replacement and Rehabilitation of the Davis Pond Freshwater Diversion Project"
(Provide a statement of "Services Provided")
To provide for the identification of specific actions and responsibilities to be performed by OCPR and St. Charles Parish Government in operating, maintaining and monitoring the Freshwater Diversion Structure, Pump and Levee System.

Contract Amendment (Yes/No): No | **Amendment Start/End Dates:** (Start Date) (End Date)

Contract Cancellation (Yes/No): No | **Date of Cancellation:** N/A

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$0	0.0%	$0.00	0.0%
Interagency Transfers	$6,062,286.00	4.3%	$0.00	0.0%
Fees and Self Gen.	$20,000.00	0.0%	$0.00	0.0%
Statutory Dedication	$116,435,755.00	83.1%	$461,132.50	25.0%
Federal	$17,578,775.00	12.5%	$1,383,397.50	75.0%
TOTALS	$140,096,816.00	100.0%	$1,844,530.00	100.0%

Coastal Protection and Restoration Fund (Z12)
(Specify Source: i.e. grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? *(Yes/No)* Yes

If not, explain.

This information is to be provided at the Agency/Program Level

Name of Object Code/Category:	Other Charges
Object Code/Category Number:	3655/65
Amount Budgeted:	$110,522,840.00
Amount Previously Obligated:	$0.00
Amount this BA-22:	$1,844,530.00
Balance:	$108,678,310.00

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Kecia Neal
Name: Kecia Neal
Title: Accountant II
Phone: 225-342-1835

Reviewed/Approved By: Gwendolyn Thomas
Name: Gwendolyn Thomas
Title: Fiscal Officer
Phone: 225-342-4840

FOR AGENCY USE ONLY

AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT	REPT CAT	AMOUNT
109	200		2512	3655	1BA1	$1,844,530.00

CFMS # 690546
APPROVED UNDER OCPR/CPRA
SPECIAL DELEGATION PER OCR

LETTER DATED: R.S. 39:1482A.2
Julia Rainford 6/1/10

DNR COOPERATIVE AGREEMENT NO. 2512-11-01
COOPERATIVE AGREEMENT FORMAT NO. 11
OCR COOPERATIVE AGREEMENT NO.

COOPERATIVE AGREEMENT

BETWEEN

LOUISIANA
OFFICE OF COASTAL PROTECTION & RESTORATION
(Hereinafter referred to as "OCPR")

AND

St Charles Parish Government
P O Box 302
Hahnville, Louisiana 70057
(Hereinafter referred to as "Contracting Party")

WHEREAS, Article VII, Section 14(c) of the Louisiana Constitution provides that "for a public purpose the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual"; and,

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

1. PROJECT IDENTITY:

   This cooperative agreement shall be identified as "Continuation to Operation Maintenance Repair Replacement and Rehabilitation of the Davis Pond Freshwater Diversion Project" and by the Cooperative Agreement Number assigned as listed above. All invoices and other correspondence submitted to the OCPR in connection with this agreement shall be identified by this number.

2. CONTRACT TERM:

   The term for the fulfillment of services to be performed pursuant to this agreement shall be from February 1, 2011 through January 31, 2016.

3. SCOPE OF CONTRACT SERVICES:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A of this cooperative agreement which is hereby attached and made a part of this agreement.

4. OCPR FURNISHED ITEMS:

The OCPR shall provide the following to assist the Contracting Party in the performance of its duties:

a) Appropriate personnel for consultation as required; and

b) Access to relevant material required in the performance of the work.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of a copy of the contract, executed by the parties and bearing the approval of the Division of Administration. The Contracting Party is advised that implementation of the contract's requirements shall be dependent on the availability of funds.

6. COMPENSATION:

The OCPR shall pay to the Contracting Party a total sum not to exceed One Million, Eight Hundred Forty-Four Thousand, Five Hundred Thirty and 00/100 Dollars ($1,844,530.00) for services rendered under this agreement. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this agreement.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

In addition, it is understood and agreed by the Contracting Party that U.S. Army Corps of Engineers Cost Share Agreement No. 25086-96-01, is used by the OCPR to partially fund this agreement.

7. FISCAL YEAR FUNDING:

The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means as provided by law to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful

purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following reports shall be received by the OCPR Project Manager prior to issuance of incremental and final payments:

(1) A progress report shall be submitted by the Contracting Party with each invoice for payment including, as a minimum, the required information on Form DNR-PR (Appendix B).

(2) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix B) with the final invoice for payment.

b. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

In accordance with the attached scope and rate schedule in Appendix A.

Payments shall be made by the OCPR within approximately thirty days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed in Item a. above and which has been first approved for payment by the OCPR Project Manager.

9. BUY AMERICAN ACT REQUIREMENTS:

The Contracting Party agrees, in the case of any equipment and/or product authorized to be purchased under this contract, to comply with 41 U.S.C. 10a-10c.

10. ALLOWABLE COSTS:

Allowability of costs under this contract shall be determined in accordance with applicable state and federal laws.

11. DELIVERABLES:

The Contracting Party shall deliver to the OCPR deliverables as specified in Appendix A as products of the services rendered by the Contracting Party under the terms of this agreement.

12. INSURANCE:

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

2. Insurance Services Office form number CA 0001 (Ed.1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

4. Aircraft or Watercraft Liability (when applicable to project) - $2,000,000 for watercraft and $5,000,000 for aircraft.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the OCPR. At the option of the OCPR, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OCPR, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The OCPR, it officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the OCPR, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.

   b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the OCPR, its officers, officials, employees, Boards and Commissions or volunteers.

   c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the OCPR, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the OCPR.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OCPR.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-:V. This requirement will be waived for workers' compensation coverage only.

F. Verification of Coverage

The Contracting Party shall furnish the OCPR with certificates of insurance effecting coverage required by this article, and shall include the DNR Cooperative Agreement number on the certificates. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OCPR before work commences. The OCPR reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

13. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this agreement, all data collected by the Contracting Party and all documents, notes, equipment purchased, drawings, tracings and files collected or prepared in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the OCPR, and OCPR shall not be restricted in any way whatever in its use of such material. In addition, at any time during the agreement period, the OCPR shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this agreement within five (5) days of receipt of written notice issued by the OCPR.

The OCPR encourages the use of data collected under DNR contracts for the purpose of dissemination of information through presentations of technical/scientific papers in

symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

A. Written permission must be sought from the Office of Coastal Restoration and Management, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.

B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.

C. In all such papers/presentations, DNR (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

14. INDEMNIFICATION:

The Contracting Party will protect, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur and in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, and any and all costs, expenses and/or attorney fees incurred by the Contracting Party as a result of any such claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

15. REGISTRATION REQUIREMENTS:

The firm, engineers, or surveyors that will accomplish the work as described in the Scope of Services (Appendix A) shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (La. R. S. 37:681 through 37:703 as amended by Act 568 of 1980) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

16. SUBCONTRACTORS:

The Contracting Party agrees to obtain written OCPR approval prior to subcontracting any part of the services specified in Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the OCPR Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (OCPR) for all services performed under any such subcontract.

17. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the OCPR thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this agreement may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the OCPR.

18. COMPLIANCE WITH LAWS:

The Contracting Party and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances in carrying out the provisions of this agreement.

19. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be the Contracting Party's obligation and shall be identified under Tax Identification Number 72-6001208.

20. COST RECORDS:

The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and the Federal Government, through the US Army Corps of Engineers, the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contracting Party and any subcontractors which are reasonably related to this agreement.

Recipient shall comply with audit requirements of the U.S. Office of Management and Budget Circular A-133, as applicable to **"Subrecipients".** A copy of the audit report(s) shall be submitted to the Executive Director of the OCPR within thirty (30) days after completion of audit.

21. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the OCPR, the Contracting Party fails to fulfill in timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this agreement, the OCPR shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, and at the option of the OCPR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this agreement shall become the property of the OCPR, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The OCPR shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the OCPR for damages sustained by the OCPR by virtue of any breach of the Contract by the Contracting Party, and the OCPR may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the OCPR from the Contracting Party is determined.

22. TERMINATION FOR THE CONVENIENCE OF THE OCPR:

The OCPR may terminate this agreement at anytime by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, and at the option of the OCPR, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the agreement is terminated by the OCPR, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

23. REMEDIES

Any claim or controversy arising out of this agreement shall be resolved pursuant to the laws of the State of Louisiana.

24. DISADVANTAGED/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The Contracting Party agrees to ensure that disadvantaged/women business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contracting Party shall take all necessary and reasonable steps to ensure that disadvantaged/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract. ***(See Appendix D)***

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.

2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.

3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.

4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBEs.

5. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contracting Party shall submit to the OCPR Project Manager a quarterly procurement summary detailing purchases from MBE/WBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix C, and submitted within 15 days following the end of each calendar quarter for the duration of the contract.

25. CIVIL RIGHTS COMPLIANCE:

The Contracting Party 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 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contracting Party shall not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

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

26. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contracting Party agrees to immediately notify the OCPR if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

27. CERTIFICATION REGARDING LOBBYING:

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

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

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

3. The Contracting Party shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

28. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contracting Party certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the Federal Government, or in receipt of notice of proposed debarment or suspension.

The Contracting Party shall provide immediate notice to the OCPR in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

The Contracting Party agrees to secure from its subcontractors certification that such subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any Department or Agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

Upon receipt of notice of suspension, debarment, or declaration that the Contracting Party is ineligible to enter into contracts with and Department or Agency of the Federal Government, either prior to or after execution of this agreement, the OCPR reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract pursuant to the terms of the article in this agreement entitled TERMINATION OF CONTRACT FOR CAUSE, or take such other action it deems appropriate under this contract.

29. AMENDMENTS:

The Contracting Party may, with prior approval of the DNR Project Manager, revise the budget included in Appendix A, provided total budget revisions do not exceed ten percent (10%) per budget category and do not exceed the total contract amount. A copy of each budget revision will be retained in the OCPR contract file and a copy forwarded to the Division of Administration's Office of Contractual Review. No other amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

OCPR AND CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

This agreement entered into this 3rd day of June, 2010 at Baton Rouge, Louisiana.

WITNESSES:

STEVE MATHIES, EXECUTIVE DIRECTOR
Office of Coastal Protection & Restoration (OCPR)

St Charles Parish Government
V.J. St. Pierre, Jr.
Parish President

DAVIS POND FRESHWATER DIVERSION PROJECT

ESTIMATED FIVE YEAR OPERATION AND MAINTENANCE BUDGET
Term: February 1, 2011 through January 31, 2016

BUDGET CATEGORY	DESCRIPTION	AMOUNT
Supplies and Materials	Grass, weed and litter control, fuel	$ 250,000
Operations and Maintenance	Personnel (refer to attachments)	1,271,030
Equipment Acquisition	1 Tractor	85,000
	1 Lawnmower (72 inch cut)	15,000
	1 Bobcat brush cutter attachment for Bobcat Skidloade	6,500
	1 Grader for Bobcat attachment	11,000
	1 Single cab F-150 4 x 4 with 8 foot box	31,000
	Miscellaneous tools	15,000
	Telemetry upgrades	30,000
Sub-total Equipment Acquisition		193,500
Administrative	Telephones, copies, mail, fax, office supplies	30,000
Contingency	Repair and replacements to Pump Station	100,000
Total Estimated Five Year Budget		**$1,844,530**

DAVIS POND FRESHWATER DIVERSION PROJECT

ANNUALLY ESTIMATED EMPLOYEE COST BY POSITION

FYE 2012

2/1/2011 - 1/31/2012

TITLE	ESTIMATED HOURS	STRAIGHT TIME HOURLY RATE	TOTAL
ACCOUNT CLERK II	100	24.23	$ 2,423.00
ACCOUNTANT	24	38.47	923.28
AREA FOREMAN	120	38.63	4,635.60
ASSISTANT DIRECTOR	12	50.07	600.84
ASSISTANT SUPERINTENDENT	50	48.29	2,414.50
AUTOMATION CONTROL ELECTRICIAN	12	41.36	496.32
DAVIS DIVERSION FACILITY OPERATOR	2,080	32.19	66,955.20
DIRECTOR	12	83.51	1,002.12
ELECTRICIAN	60	40.24	2,414.40
EQUIPMENT OPERATOR I (2 FULL TIME)	4,160	17.82	74,131.20
EQUIPMENT OPERATOR II	30	22.60	678.00
EQUIPMENT OPERATOR III	30	27.01	810.30
EQUIPMENT OPERATOR IV	30	34.92	1,047.60
GRANTS OFFICER	12	51.54	618.48
LABORER	200	15.57	3,114.00
MECHANIC	200	33.85	6,770.00
PUMP MECHANIC HELPER	2,080	22.82	47,465.60
SENIOR AUTOMATION TECHNICIAN	40	43.32	1,732.80
SHOP FOREMAN	12	42.01	504.12
SHOP MECHANIC'S HELPER	12	23.84	286.08
TRAFFIC SIGN TECHNICIAN	20	15.57	311.40
WELDER	50	33.65	1,682.50
	9,246	2012 TOTAL	$ 221,017.34

OVERTIME RATES COMPUTED AT 1.5 TIMES THE ABOVE HOURLY RATE

DAVIS POND FRESHWATER DIVERSION PROJECT

ANNUALLY ESTIMATED EMPLOYEE COST BY POSITION

FYE 2013

2/1/2012 - 1/31/2013

TITLE	ESTIMATED HOURS	STRAIGHT TIME HOURLY RATE	TOTAL
ACCOUNT CLERK II	100	25.93	$ 2,593.00
ACCOUNTANT	24	41.16	987.84
AREA FOREMAN	120	41.33	4,959.60
ASSISTANT DIRECTOR	12	53.57	642.84
ASSISTANT SUPERINTENDENT	50	51.67	2,583.50
AUTOMATION CONTROL ELECTRICIAN	12	44.26	531.12
DAVIS DIVERSION FACILITY OPERATOR	2,080	34.44	71,635.20
DIRECTOR	12	89.36	1,072.32
ELECTRICIAN	60	43.06	2,583.60
EQUIPMENT OPERATOR I (2 FULL TIME)	4,160	19.07	79,331.20
EQUIPMENT OPERATOR II	30	24.18	725.40
EQUIPMENT OPERATOR III	30	28.90	867.00
EQUIPMENT OPERATOR IV	30	37.36	1,120.80
GRANTS OFFICER	12	55.15	661.80
LABORER	200	16.66	3,332.00
MECHANIC	200	36.22	7,244.00
PUMP MECHANIC HELPER	2,080	24.42	50,793.60
SENIOR AUTOMATION TECHNICIAN	40	46.35	1,854.00
SHOP FOREMAN	12	44.95	539.40
SHOP MECHANIC'S HELPER	12	25.51	306.12
TRAFFIC SIGN TECHNICIAN	20	16.66	333.20
WELDER	50	36.01	1,800.50
	9,246	2013 TOTAL	$ 236,498.04

2013 ESTIMATE WAS COMPUTED FROM 2012 RATES PLUS 7%

OVERTIME RATES COMPUTED AT 1.5 TIMES THE ABOVE HOURLY RATE

DAVIS POND FRESHWATER DIVERSION PROJECT

ANNUALLY ESTIMATED EMPLOYEE COST BY POSITION
FYE 2014
2/1/2013 - 1/31/2014

TITLE	ESTIMATED HOURS	STRAIGHT TIME HOURLY RATE	TOTAL
ACCOUNT CLERK II	100	27.75	$ 2,775.00
ACCOUNTANT	24	44.04	1,056.96
AREA FOREMAN	120	44.22	5,306.40
ASSISTANT DIRECTOR	12	57.32	687.84
ASSISTANT SUPERINTENDENT	50	55.29	2,764.50
AUTOMATION CONTROL ELECTRICIAN	12	47.36	568.32
DAVIS DIVERSION FACILITY OPERATOR	2,080	36.85	76,648.00
DIRECTOR	12	95.62	1,147.44
ELECTRICIAN	60	46.07	2,764.20
EQUIPMENT OPERATOR I (2 FULL TIME)	4,160	20.40	84,864.00
EQUIPMENT OPERATOR II	30	25.87	776.10
EQUIPMENT OPERATOR III	30	30.92	927.60
EQUIPMENT OPERATOR IV	30	39.98	1,199.40
GRANTS OFFICER	12	59.01	708.12
LABORER	200	17.83	3,566.00
MECHANIC	200	38.76	7,752.00
PUMP MECHANIC HELPER	2,080	26.13	54,350.40
SENIOR AUTOMATION TECHNICIAN	40	49.59	1,983.60
SHOP FOREMAN	12	48.10	577.20
SHOP MECHANIC'S HELPER	12	27.30	327.60
TRAFFIC SIGN TECHNICIAN	20	17.83	356.60
WELDER	50	38.53	1,926.50
	9,246	2014 TOTAL	$ 253,033.78

2014 ESTIMATE WAS COMPUTED FROM 2013 RATES PLUS 7%

OVERTIME RATES COMPUTED AT 1.5 TIMES THE ABOVE HOURLY RATE

DAVIS POND FRESHWATER DIVERSION PROJECT

ANNUALLY ESTIMATED EMPLOYEE COST BY POSITION

FYE 2015

2/1/2014 - 1/31/2015

TITLE	ESTIMATED HOURS	STRAIGHT TIME HOURLY RATE	TOTAL
ACCOUNT CLERK II	100	29.69	$ 2,969.00
ACCOUNTANT	24	47.12	1,130.88
AREA FOREMAN	120	47.32	5,678.40
ASSISTANT DIRECTOR	12	61.33	735.96
ASSISTANT SUPERINTENDENT	50	59.16	2,958.00
AUTOMATION CONTROL ELECTRICIAN	12	50.68	608.16
DAVIS DIVERSION FACILITY OPERATOR	2,080	39.43	82,014.40
DIRECTOR	12	102.31	1,227.72
ELECTRICIAN	60	49.29	2,957.40
EQUIPMENT OPERATOR I (2 FULL TIME)	4,160	21.83	90,812.80
EQUIPMENT OPERATOR II	30	27.68	830.40
EQUIPMENT OPERATOR III	30	33.08	992.40
EQUIPMENT OPERATOR IV	30	42.78	1,283.40
GRANTS OFFICER	12	63.14	757.68
LABORER	200	19.08	3,816.00
MECHANIC	200	41.47	8,294.00
PUMP MECHANIC HELPER	2,080	27.96	58,156.80
SENIOR AUTOMATION TECHNICIAN	40	53.06	2,122.40
SHOP FOREMAN	12	51.47	617.64
SHOP MECHANIC'S HELPER	12	29.21	350.52
TRAFFIC SIGN TECHNICIAN	20	19.08	381.60
WELDER	50	41.23	2,061.50
	9,246	2015 TOTAL	$ 270,757.06

2015 ESTIMATE WAS COMPUTED FROM 2014 RATES PLUS 7%

OVERTIME RATES COMPUTED AT 1.5 TIMES THE ABOVE HOURLY RATE

DAVIS POND FRESHWATER DIVERSION PROJECT

ANNUALLY ESTIMATED EMPLOYEE COST BY POSITION

FYE 2016

2/1/2015 - 1/31/2016

TITLE	ESTIMATED HOURS	STRAIGHT TIME HOURLY RATE	TOTAL
ACCOUNT CLERK II	100	31.77	$ 3,177.00
ACCOUNTANT	24	50.42	1,210.08
AREA FOREMAN	120	50.63	6,075.60
ASSISTANT DIRECTOR	12	65.62	787.44
ASSISTANT SUPERINTENDENT	50	63.30	3,165.00
AUTOMATION CONTROL ELECTRICIAN	12	54.23	650.76
DAVIS DIVERSION FACILITY OPERATOR	2,080	42.19	87,755.20
DIRECTOR	12	109.47	1,313.64
ELECTRICIAN	60	52.74	3,164.40
EQUIPMENT OPERATOR I (2 FULL TIME)	4,160	23.36	97,177.60
EQUIPMENT OPERATOR II	30	29.62	888.60
EQUIPMENT OPERATOR III	30	35.40	1,062.00
EQUIPMENT OPERATOR IV	30	45.77	1,373.10
GRANTS OFFICER	12	67.56	810.72
LABORER	200	20.42	4,084.00
MECHANIC	200	44.37	8,874.00
PUMP MECHANIC HELPER	2,080	29.92	62,233.60
SENIOR AUTOMATION TECHNICIAN	40	56.77	2,270.80
SHOP FOREMAN	12	55.07	660.84
SHOP MECHANIC'S HELPER	12	31.25	375.00
TRAFFIC SIGN TECHNICIAN	20	20.42	408.40
WELDER	50	44.12	2,206.00
	9,246	2016 TOTAL	$ 289,723.78

2016 ESTIMATE WAS COMPUTED FROM 2015 RATES PLUS 7%

OVERTIME RATES COMPUTED AT 1.5 TIMES THE ABOVE HOURLY RATE

Appendix B

MONITORING REPORT

Date: _____

Contracting Party: _____ DNR Contract No._____

Project Title: "_____"

Invoice No. _____ Invoice Amount:_____

Total Contract Amount: $_____ Balance: $_____

Total invoiced to date: $_____

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

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

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

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

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

1. Nature of problems encountered:

2. Remedial action taken or planned:

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

4. Likely impact upon achievement:

III. DELIVERABLES

IV. OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date_____

Approval _Tom Bernard_____ Date _____
DNR Project Manager

APPENDIX C
DBE PROCUREMENTS MADE DURING QUARTER

Procurement Made By		Business Enterprise		$ Value of Procurement	Date of Award MM/DD/YY	Type of Product or Service[1] (Enter Code)	Name/Address of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

[1]Type of product or service codes:

1 = Agriculture
2 = Mining
3 = Construction
4 = Manufacturing
5 = Transportation
6 = Wholesale Trade
7 = Retail Trade
8 = Finance, Insurance, Real Estate
9 = Services
a = Business Services
b = Professional Services
c = Repair Services
d = Personal Services
10 = Other

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DBE PROCUREMENTS MADE DURING QUARTER

Procurement Made By		Business Enterprise		$ Value of Procurement	Date of Award MM/DD/YY	Type of Product or Service[1] (Enter Code)	Name/Address of DBE Contractor or Vendor
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LOOKING FOR SMALL MINORITY/ WOMAN OWNED BUSINESSES?

EPA, www.epa.gov/osdbu
(Select Publications)

STATE PROCUREMENT OFFICES
- Arkansas, www.state.ar.us/dfa
- Louisiana, www.doa.state.la.us
- New Mexico, www.state.nm.us/spd
- Oklahoma, www.dcs.state.ok.us
- Texas, www.tbpc.state.tx.us

INFORMATION FOR WOMEN ENTERPRENEURS, www.onlinewbc.gov
GSA, GENERAL SERVICE ADMINISTRATION, www.gsa.gov
SBA, SMALL BUSINESS ADMINISTRATION, www.pro-net.sba.gov
SBA, HUBZONE EMPOWERMENT CONTRACTING PROGRAM, www.sba.gov/hubzone
MINORITY BUSINESS DEVELOPMENT AGENCY, www.mbda.gov

U.S. Environmental Protection Agency

Ms. Debora N. Bradford
Small and Disadvantaged Business Coordinator
Procurement & Grants Section (6MD-RP)
1445 Ross Avenue
Dallas, TX 75202-2733
Email: Bradford.Debora@epa.gov
Phone: (214) 665-7406

Small businesses - making a difference