

**LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

**REQUEST FOR PROPOSALS  
TO ENGAGE IN A  
COOPERATIVE ENDEAVOR FOR  
PRIVATE FERRY OPERATIONS**

**(Lower Algiers-to-Chalmette, Canal Street-to-Algiers Point,  
and Gretna-to-Canal Street Ferry Service Lines  
in Orleans, Jefferson, and St. Bernard Parishes)**

**RFx # 30000001294**

**APPENDIX B - EXAMPLE FERRY  
COOPERATIVE ENDEAVOR  
AGREEMENT**



**COOPERATIVE ENDEAVOR AGREEMENT**  
**between the**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
**STATE OF LOUISIANA**

**and**

**[INSERT NAME OF THE SELECTED FERRY OPERATOR]**  
**[INSERT ADDRESS OF THE SELECTED FERRY OPERATOR]**

This **COOPERATIVE ENDEAVOR AGREEMENT** (“Agreement”), for the public purposes hereinafter declared, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between:

- a) **The Department of Transportation and Development, State of Louisiana**, represented herein by its **Secretary, Sherri LeBas, P.E.**; and
- b) **[INSERT NAME OF THE SELECTED FERRY OPERATOR]**, represented herein by its duly authorized representative, **[INSERT NAME OF THE SELECTED FERRY OPERATOR'S AUTHORIZED REPRESENTATIVE]**.

**WITNESSETH:**

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana, 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.”;

**WHEREAS**, as of January 1, 2013, the Crescent City Connection Division (CCCD) will no longer exist as a separate division of the DOTD, and operations currently conducted by the CCCD, including operation of Ferry Service, will be folded into the DOTD's day-to-day operations;

**WHEREAS**, the DOTD is obligated to operate some of the ferry lines that constitutes the Ferry Service operated by the CCCD;

**WHEREAS**, the Project constitutes a public purpose within the meaning of Article VII, Section 14(C) of the Constitution of the State of Louisiana;

**WHEREAS**, in the 2012 Regular Legislative Session of the Louisiana State Legislature, a law was enacted permitting the DOTD to privatize the operations of one or more ferry lines operated by the CCCD;

**WHEREAS**, the Ferry Operator will provide operation of the ferry lines at Chalmette-to-Lower Algiers and Canal Street-to-Algiers Point **[INSERT THE NAMES OF OTHER**

**FERRY LINES, AS APPROPRIATE, THAT WILL BE INCLUDED UNDER THE TERMS OF THE CEA]; and**

**WHEREAS**, the parties hereto wish to cooperate for the purposes of: a) the efficient operation, management, and administration of the designated ferry lines; and b) maintaining access to the designated ferry lines in accordance with the terms and conditions set forth in this Agreement, including any exhibits thereto:

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

**ARTICLE I**  
**DEFINITIONS AND SCOPE**

**1.1** For purposes of the recitals set forth above and the several provisions of this Agreement:

- a.** “Agreement” means this Cooperative Endeavor Agreement between the DOTD and the Ferry Operator setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the scope of services. The Agreement includes the exhibits to this Agreement, Cooperative Endeavor Agreement Documents (CEA Documents); the Ferry Operator's Proposal; the Notice to Proceed (NTP); and any amendments that are required to complete the performance of the Agreement in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument;
- b.** “DOTD” means the Department of Transportation and Development, State of Louisiana;
- c.** “Ferry Operator” means the party engaged by the DOTD to operate Ferry Service; and
- d.** “Ferry Service” means the three ferry service lines currently operated by the DOTD's CCCD - the Chalmette-to-Lower Algiers ferry line, the Canal Street-to-Algiers Point ferry line, and the Gretna-to-Canal Street ferry line. **[THIS DEFINITION FOR "FERRY SERVICES" WILL BE UPDATED AFTER SELECTION OF THE FERRY OPERATOR TO APPROPRIATELY REFLECT WHICH FERRY LINES WILL BE OPERATED UNDER THE TERMS OF THE CEA.]**

**1.2** The parties agree to execute any documents necessary to effect the covenants set forth in this Agreement.

**1.3** For purposes of identification and record keeping, **RFx # 30000001294** has been assigned to this Agreement.

All correspondence, invoices, progress reports, and other such documents submitted to DOTD in connection with this Agreement shall be identified with this RFx number.

**ARTICLE II**  
**PUBLIC FUNDING, RATE SETTING, AND PAYMENT**

**[TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]**

**2.1** The Ferry Operator is authorized to establish ferry tolls on the use of the individual ferry lines subject to all state and federal regulations being met.

**ARTICLE III**  
**RESPONSIBILITIES OF THE PARTIES - CHALMETTE-TO-LOWER ALGIERS SERVICE PLAN**

**[TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]**

**3.1** The Ferry Operator shall implement service on the Chalmette-to-Lower Algiers ferry line for the term of this Agreement that meets or exceeds the minimum requirements as outlined in this Article III. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE PARTIES - CANAL STREET-TO-ALGIERS POINT SERVICE PLAN**

**[TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]**

**4.1** The Ferry Operator shall implement service on the Canal Street-to-Algiers Point ferry line for the term of this Agreement that meets or exceeds the minimum requirements as outlined in this Article IV. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

## ARTICLE V

### RESPONSIBILITIES OF THE PARTIES - [INSERT THE NAMES OF OTHER FERRY LINES TO BE OPERATED UNDER THE TERMS OF THIS CEA] SERVICE PLAN [TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]

5.1 The Ferry Operator shall implement service on the [INSERT THE NAMES OF OTHER FERRY LINES TO BE OPERATED UNDER THE TERMS OF THIS CEA] ferry line for the term of this Agreement that meets or exceeds the minimum requirements as outlined in this Article V. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

## ARTICLE VI

### RESPONSIBILITIES OF THE PARTIES - MOBILIZATION AND TRANSITION PLAN [TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]

6.1 The Ferry Operator shall implement a Mobilization and Transition Plan under this Agreement that meets or exceeds the minimum requirements as outlined in this Article VI. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

6.2 The Ferry Operator shall plan and implement the Mobilization and Transition Plan in accordance with the requirements of the following standards. Standards specifically cited in this Article VI establish requirements that have precedence over all others. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum standards.

- a. United States Coast Guard (USCG) Operations Requirements, per 46 CFR Subchapter H (Part 71);
- b. United States Coast Guard Maritime Security Requirements: Vessels, per 33 CFR Subchapter H (Part 103);
- c. Environmental Protection Agency (EPA) Vessel General Permit (VGP) Requirements, which can be viewed at <http://cfpub.epa.gov/npdes/vessels/vgpermit.cfm>; and
- d. United States Coast Guard Non Tank Vessel Response Plan (NTVRP), per 33 USC 1321(j)(5).

**ARTICLE VII**  
**RESPONSIBILITIES OF THE PARTIES - CUSTOMER SERVICE PLAN**

**[TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]**

7.1 The Ferry Operator shall implement a Customer Service Plan under this Agreement that meets or exceeds the minimum requirements as outlined in this Article VII. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

7.2 The Ferry Operator shall coordinate with the New Orleans Regional Planning Commission (RPC), which is an advisor to the Ferry Operator in accordance with Act No. 866, which was enacted during the 2012 Regular Session of the Louisiana State Legislature.

**ARTICLE VIII**  
**RESPONSIBILITIES OF THE PARTIES - MAINTENANCE PLAN**

**[TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]**

8.1 The Ferry Operator shall implement a Maintenance Plan under this Agreement that meets or exceeds the minimum requirements as outlined in this Article VIII. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

8.2 The Ferry Operator shall plan and implement the Maintenance Plan in accordance with the requirements of the following standards. Standards specifically cited in this Article VIII establish requirements that have precedence over all others. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum standards.

- a. United States Coast Guard Inspection & Certification Requirements, per 46 CFR Subchapter H (Part 78).

**ARTICLE IX**  
**RESPONSIBILITIES OF THE PARTIES - TERMINAL AND LANDING USE PLAN**

**[TO BE COMPLETED AFTER REVIEW OF THE SELECTED FERRY OPERATOR'S PROPOSAL]**

9.1 The Ferry Operator shall implement a Terminal and Landing Use Plan under this Agreement that meets or exceeds the minimum requirements as outlined in this Article IX. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum requirements.

**9.2** The Ferry Operator shall plan and implement the Terminal and Landing Use Plan in accordance with the requirements of the following standards. Standards specifically cited in this Article IX establish requirements that have precedence over all others. It is the Ferry Operator's responsibility to obtain clarification of or resolve any ambiguity of the minimum standards.

- a. United States Coast Guard Maritime Security Requirements: Facilities, per 33 CFR Subchapter H (Part 104); and
- b. The Federal Transit Administration's "Notice of Final Agency Guidance on the Eligibility of Joint Development Improvements Under Federal Transit Law," 72 Fed. Reg. 5788, which can be viewed at <http://www.gpo.gov/fdsys/pkg/FR-2007-02-07/pdf/E7-1977.pdf>.

## **ARTICLE X** **TERM AND TERMINATION**

**10.1** This Agreement shall commence on the date first written above and shall remain in effect until all the obligations and conditions herein have been satisfied and for a term not to exceed five years from the date of effectiveness unless renewed.

At the expiration of the initial five-year term, the Agreement may be renewed for an additional three-year term at the mutual agreement of the parties.

At the expiration of the additional three-year renewal term, if exercised by the parties, the Agreement may be renewed for an additional two-year term at the mutual agreement of the parties.

The exercise of either the three-year or two-year option is dependent upon the continued and successful satisfactory operation of the designated ferry lines by the Ferry Operator, as solely determined by the DOTD, and such other terms and conditions as mutually agreed upon by the parties.

**10.2** The terms and provisions of this Agreement shall be binding upon the parties and shall remain in effect until all work has been completed and accepted, all payments required to be made have been made, and all obligations and conditions contained herein have been satisfied.

**10.3** DOTD may terminate this Agreement for cause based upon the failure of the Ferry Operator to comply with the terms and conditions of the Agreement; provided that DOTD shall provide the Ferry Operator with written notice specifying the Ferry Operator's failure. If within 90 days after receipt of such notice, the Ferry Operator shall not have either corrected such failure or, in the case it cannot be corrected within 90 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD may, at its option, place the Ferry Operator in default and the Agreement shall terminate on the date specified in such notice. The DOTD may exercise any rights availed to it under Louisiana law to

terminate for cause upon the failure of the Ferry Operator to comply with the terms and conditions of this Agreement; provided that the DOTD shall give the Ferry Operator written notice specifying the Ferry Operator's failure and reasonable opportunity for the Ferry Operator to cure the defect.

**10.4** The DOTD may terminate this Agreement at any time by giving 90 days written notice to the Ferry Operator.

**10.5** Upon receipt of the termination notice, the Ferry Operator shall, unless the notice directs otherwise, immediately discontinue the work and placing orders for materials, facilities, services, and supplies in connection with the performance of this Agreement.

### **ARTICLE XI** **ASSIGNMENTS**

The Ferry Operator may not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the DOTD.

### **ARTICLE XII** **AUDITS/RECORDS RETENTION**

**12.1** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the Ferry Operator and DOTD that relate to this Agreement.

**12.2** The Ferry Operator shall maintain all books and records, reports, and documentation pertaining to this Agreement for a period of five years after the date of termination or expiration of this Agreement. These records shall be made available in connection with any audit as described in Section 12.1 above and only to the extent necessary to satisfy the requirements of any such audit. Nothing in this Agreement shall be construed as a waiver by the Ferry Operator of any privilege or defense to the production of or admissibility in any judicial proceeding of any document, statement, record, or communication unless such waiver is stated in express and unequivocal terms.

### **ARTICLE XIII** **FISCAL FUNDING AND APPROVAL CONTINGENCIES**

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

**13.2** This Agreement is contingent on the approval of the Division of Administration, Office of Contractual Review (DOA/OCR). No transfers may be made or monies paid until such time as the Agreement has been reviewed and approved by the DOA/OCR.

**ARTICLE XIV**  
**INDEMNIFICATION/INSURANCE**

Indemnification and insurance is addressed in Exhibit A - Indemnification/Insurance, which is attached and incorporated to this Agreement.

**ARTICLE XV**  
**DISCRIMINATION CLAUSE**

**15.1** The parties hereto agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

**15.2** The parties hereto agree not to discriminate in employment practices, and shall render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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

**15.4** Notwithstanding anything to the contrary contained herein, in the event of any conflict between any federal requirements and the other requirements of the Agreement, the federal requirements will prevail, take precedence, and be in force over and against any such conflicting provisions. The Federal Transit Administration's required contract clauses are attached and incorporated to this Agreement at Exhibit B – Federal Transit Administration's Required Contract Clauses.

**ARTICLE XVI**  
**SEVERABILITY**

If any term, covenant, condition, or provisions of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

**ARTICLE XVII**  
**ENTIRE AGREEMENT/MODIFICATIONS**

This Agreement, including any exhibits 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 herein. Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing, executed by both parties and approved by the DOA/OCR.

**ARTICLE XVIII**  
**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 XIX**  
**LEGAL COMPLIANCE**

The parties hereto shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

**ARTICLE XX**  
**RELATIONSHIP BETWEEN THE PARTIES**

The Ferry Operator is engaged with the DOTD for the purposes set forth in this Agreement. The relationship between the Ferry Operator and the DOTD shall not be construed to be an employee, agent, partner of, or in joint venture with the DOTD.

**ARTICLE XXI**  
**OWNERSHIP AND CONDITION OF THE ASSETS**

**21.1** After the termination or expiration of the Agreement, all improvements shall become the property of the DOTD.

**21.2** All records, reports, documents, and other material delivered to the Ferry Operator by the DOTD shall remain the property of the DOTD, and shall be returned by the Ferry Operator to the DOTD, at the Ferry Operator's expense, at termination or expiration of this Agreement. All records, reports, documents, exhibits, or other material related to this Agreement and/or obtained or prepared by the Ferry Operator in connection with the performance of the services contracted for herein shall become the property of the DOTD, and shall, upon request, be returned by the Ferry Operator to the DOTD, at the Ferry Operator's expense, at the termination or expiration of this Agreement.

**21.3** The Ferry Operator accepts the assets in such condition as presented by the DOTD and agrees to keep them in the condition and repair necessary for the satisfactory operation of the Ferry Service, in the sole determination of the DOTD, during the term of the Agreement at the Ferry Operator's expense.

The Ferry Operator warrants that the vessels; pontoons; barges; terminal, landing, and maintenance facility premises; and all other assets shall be in good condition at the time of expiration or termination of this Agreement, except as otherwise stipulated herein, and shall return the assets to the DOTD in the same condition at the expiration or termination of the Agreement, normal decay, wear, and tear excepted.

**21.4** The Ferry Operator will allow the DOTD and parties authorized by the DOTD to visit the premises for inspection of the assets to ensure they are in the condition set forth in Section 21.3 and to determine any work to be performed and completed by the Ferry Operator necessary to ensure the assets will be in the condition set forth in Section 21.3 prior to reversion of the assets to the DOTD, in the DOTD's sole discretion. Such inspection shall occur no earlier than 90 days prior to the expiration or termination of this Agreement, between the hours of 8:00 a.m. to 8:00 p.m.

**21.5** No later than 90 days prior to the expiration or termination of the Agreement, the Ferry Operator shall deliver to the DOTD a letter of credit in the amount of \$2.5 million exclusively available for any work identified pursuant to an inspection under Section 21.4 that is not completed by the Ferry Operator prior to the expiration or termination of this Agreement.

## **ARTICLE XXII** **CLAIMS FOR LIENS**

The Ferry Operator shall hold the DOTD harmless from any and all claims for liens for labor, services, or material furnished to the Ferry Operator in connection with its performance of its obligations under this Agreement.

## **ARTICLE XXIII** **COMPLIANCE WITH LAW**

The Ferry Operator shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances, as shall all others employed it in carrying out the provisions of this Agreement.

## **ARTICLE XXIV** **ORDER OF PRECEDENCE**

Every provision of the documents listed below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence.

- a. This Agreement;
- b. Exhibit A - Indemnification/Insurance;
- c. Exhibit B - Federal Transit Administration Required Contract Clauses;
- d. Exhibit C - Required Contract Provisions for DBE Participation in Federal Aid Ferry CEA;
- e. Exhibit D - Davis-Bacon Wage Rates; and
- f. The Ferry Operator's Proposal.

However, where the Ferry Operator's Proposal presents services or products of a higher quality than that shown elsewhere in the Agreement, including the exhibits, the Ferry Operator's Proposal will take precedence for that specific higher quality service and product, as applicable.

In case of any ambiguity in the Agreement (consisting of this Agreement, including all exhibits and amendments thereto), the matter must be immediately submitted to the DOTD authorized representative, in writing, who will adjust the same, in his sole discretion, and his decision in relation thereto will be final and conclusive upon the parties.

If at any time the DOTD's authorized representative determines that an inconsistency or conflict exists in the Agreement, the DOTD's authorized representative will determine the controlling Agreement requirements and instruct the Ferry Operator in writing to comply with such requirements. Promptly following receipt of such instructions, the Ferry Operator shall submit its plan for compliance to the DOTD's authorized representative.

## **ARTICLE XXV** **AUTHORIZED REPRESENTATIVES**

Any notice or demand to be given by one party to the other will be given in writing by personal service, FedEx, DHL, United Parcel Services (UPS), the United States Postal Service (USPS), or any other similar form of courier or delivery service addressed to such party as follows:

If to the DOTD:

Louisiana Department of Transportation and Development  
ATTN: Rhett Desselle, P.E.  
Assistant Secretary Operations  
1201 Capitol Access Road  
Room 302-W  
Baton Rouge, LA 70802-4438.

If to the Ferry Operator: [This address is to be filled in after the selection of the Ferry Operator.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Either party may change the authorized representative to whom and/or address at which such party desires to receive written notice by delivery of written notice of such change to the party as set forth herein. Any notice given under this Article XXV will be deemed to have been given, and will be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated will not defeat or delay the giving of a notice.

**ARTICLE XXVI**  
**WAIVER**

The failure of the DOTD to insist upon the performance of any of the options, covenants, agreements, or conditions herein in any one or more instances shall not be a waiver of the right thereafter to exercise said options or to insist upon full and complete performance of same or any other covenant.

**ARTICLE XXVII**  
**DISADVANTAGED BUSINESS ENTERPRISE**

This Agreement is a Disadvantaged Business Enterprise (DBE) goal Agreement. In accordance with the Required Contract Provisions for DBE Participation in Federal Aid Ferry CEA contained in Exhibit C, which is attached and incorporated to this Agreement, the DBE goal for approved subcontracting work under this Agreement is no goal. The Ferry Operator shall submit DOTD Form OMF-1A (Ferry CEA) (Request to Sublet) and have it approved by the DOTD before any subcontract work is done under the Agreement. Only those businesses certified by the DOTD as DBEs may be utilized in fulfillment of the DBE goal requirement. Such businesses are those certified by the Louisiana Unified Certification Program on the basis of ownership and control by persons found to be socially and economically disadvantaged in accordance with Section 8(a) of the Small Business Act, as amended, and Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).

**ARTICLE XXVIII**  
**PREVAILING WAGES**

The Ferry Operator shall pay or cause to be paid to all applicable workers employed by it or its subcontractors to perform construction work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act, and as provided in Exhibit D - Davis-Bacon Wage Rates, which is attached and

incorporated hereto. The Ferry Operator shall comply and cause its subcontractors to comply with all laws pertaining to prevailing wages.

It is the Ferry Operator's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Agreement is in effect, the Ferry Operator shall bear the cost of such changes and shall have no claim against the DOTD on account of such changes. Without limiting the foregoing, no claim will be allowed which is based upon the Ferry Operator's lack of knowledge or a misunderstanding of any such requirements.

The Ferry Operator shall comply and cause its subcontractors to comply with all laws regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements, and of prevailing wage rates.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day, month and year first written above.

**WITNESSES:**

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

\_\_\_\_\_  
  
\_\_\_\_\_

by: \_\_\_\_\_  
**Secretary**

**WITNESSES:**

**[THE SELECTED FERRY OPERATOR]**

\_\_\_\_\_  
  
\_\_\_\_\_

by: \_\_\_\_\_