
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Alidore "Al"	
Marmande	Chairman
Mr. Gerald Michel	Vice-Chairman
Mr. John Navy	Member
Ms. Arlanda Williams	Member
Mr. Scotty Dryden	Member
Ms. Christa Duplantis-	Member
Prather	Member
Mr. Darrin W. Guidry,	Member
Sr.	Member
Mr. Dirk Guidry	
Mr. Steve Trosclair	



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Venita H. Chauvin, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

February 6, 2017
5:50 PM

Parish Council Meeting Room

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. Introducing an ordinance that will revoke the right-of-way for approximately 130 linear feet of Parish Road 63, otherwise known as Mayfield Rd., and calling a public hearing on February 22, 2017 at 6:30 p.m.
 2. Introducing an ordinance that will revoke the right-of-way for approximately 1600 linear feet of Point Barre Road and calling a public hearing on February 22, 2017 at 6:30 p.m.
- RESOLUTION:** Authorizing the execution of Change Order No. 6 (Balancing) for the Construction Agreement

3. for Parish Project No. 08-CR-29; Falgout Canal Freshwater Enhancement Project (CIAP), Terrebonne Parish, Louisiana.
4. RESOLUTION: Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. **16-LOCK-61, Petit Caillou Lock Structure Project**, Terrebonne Parish, Louisiana.
5. RESOLUTION: Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for Parish Project No. 17-SEW-06; STP Levee Rehabilitation at Cells 2 and 3.
6. RESOLUTION: Authorizing the execution of Change Order No. 2 to Parish Project No. 14-SEW-21, North Wastewater Treatment Plant Electrical Improvements for an additional 50 contract days for lead time for equipment fabrication.
7. RESOLUTION: Certificate of Substantial Completion for Parish Project No. 10-SEW-96, Ashland Wetland Assimilation Discharge System, as constructed by Cycle Construction Co., Inc.
8. RESOLUTION: Authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the DOTD and Terrebonne Parish Consolidated Government for the replacement of sewer gravity lines along Lafayette Street.
9. **RESOLUTION: Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Coastal Design & Engineering to provide engineering services for the Falgout Canal Road Repaving Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.**
10. Adjourn

Category Number:
Item Number:



Monday, February 6, 2017

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, February 6, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, February 6, 2017

Item Title:

Mayfield Road partial revocation

Item Summary:

Introducing an ordinance that will revoke the right-of-way for approximately 130 linear feet of Parish Road 63, otherwise known as Mayfield Rd., and calling a public hearing on February 22, 2017 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/31/2017	Executive Summary
Ordinance	1/31/2017	Ordinance
Backup Material	1/31/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Mayfield Road partial Revocation

PROJECT SUMMARY (200 WORDS OR LESS)

An Ordinance to revoke the Right-of-Way for approximately 130 linear feet at the end of Mayfield Road.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG has determined that the right of way at the end of Mayfield Road as depicted on the attached map is no longer needed for vehicle traffic purposes.

TOTAL EXPENDITURE

None

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

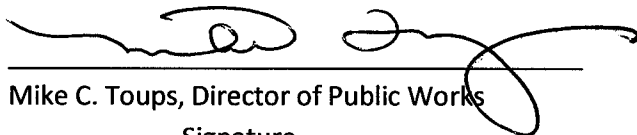
5

6

7

8

9


Mike C. Toups, Director of Public Works
Signature

January 31, 2017

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO REVOKE THE RIGHT-OF-WAY FOR APPROXIMATELY 130 LINEAR FEET OF PARISH ROAD 63 OTHERWISE KNOWN AS MAYFIELD RD.

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, in regular session convened, acting pursuant to the Home Rule Charter for a Consolidated Government, does hereby revoke the dedication of Right-of-Way for approximately 130 linear feet of Parish Road 63 otherwise known as Mayfield Road as more fully shown on the plat entitled "Proposed Public Right-of-Way Revocation Along Mayfield Road From End of Pavement to the Houma Navigation Canal", and attached as Exhibit "A".

SECTION II

BE IT FURTHER ORDAINED that this revocation is conditioned upon this section of road in question does not serve a public purpose and does not further the interests of the Parish and Parish Road System.

SECTION III

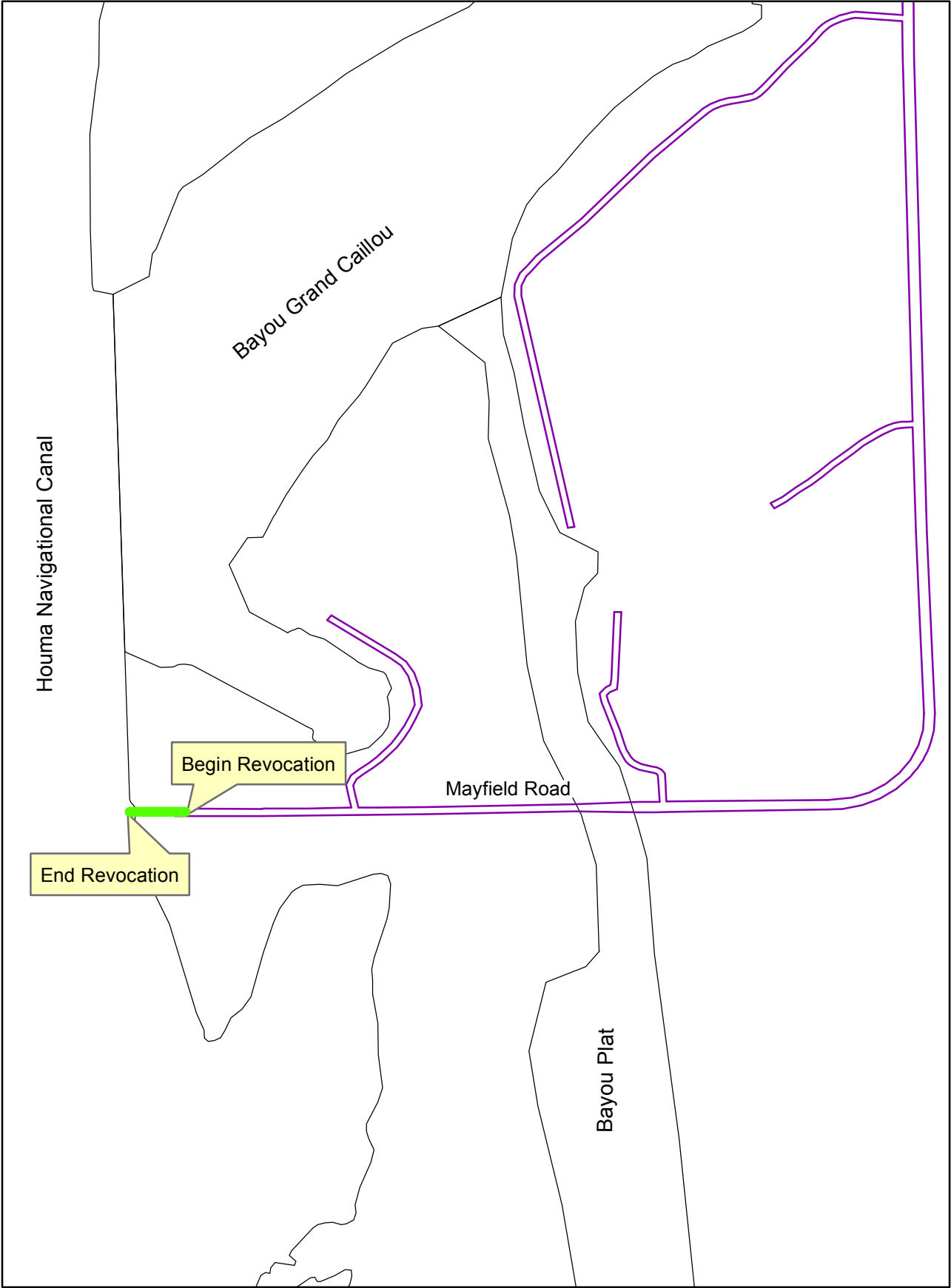
If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

Proposed Public Right-of-Way Revocation
Along Mayfield Road From End of Pavement
to the Houma Navigation Canal



Proposed Public Right-of-Way Revocation
Along Mayfield Road From End of Pavement
to the Houma Navigation Canal





Monday, February 6, 2017

Item Title:

Point Barre Road partial revocation

Item Summary:

Introducing an ordinance that will revoke the right-of-way for approximately 1600 linear feet of Point Barre Road and calling a public hearing on February 22, 2017 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/31/2017	Executive Summary
Ordinance	1/31/2017	Ordinance
Backup Material	1/31/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Point Barre Road partial Revocation

PROJECT SUMMARY (200 WORDS OR LESS)

An Ordinance to revoke the Right-of-Way for approximately 1600 linear feet at the end of Point Barre Road

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG has determined that the right of way at the end of Point Barre Road as depicted on the attached map is no longer needed for vehicle traffic purposes.

TOTAL EXPENDITURE

None

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9


Mike C. Toups, Director of Public Works
Signature

January 31, 2017

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO REVOKE THE RIGHT-OF-WAY FOR APPROXIMATELY 1600 LINEAR FEET OF POINT BARRE ROAD.

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, in regular session convened, acting pursuant to the Home Rule Charter for a Consolidated Government, does hereby revoke the dedication of Right-of-Way for approximately 1600 linear feet of Point Barre Road as more fully shown on the plan entitled "Proposed Public Right-of-Way Revocation of Portion of Point Barre Road", and attached as Exhibit "A".

SECTION II

BE IT FURTHER ORDAINED that the approximate 1600 linear feet of roadway and right-of-way depicted on said plan does not serve a public purpose and does not further the interests of the Parish and Parish Road System.

SECTION III

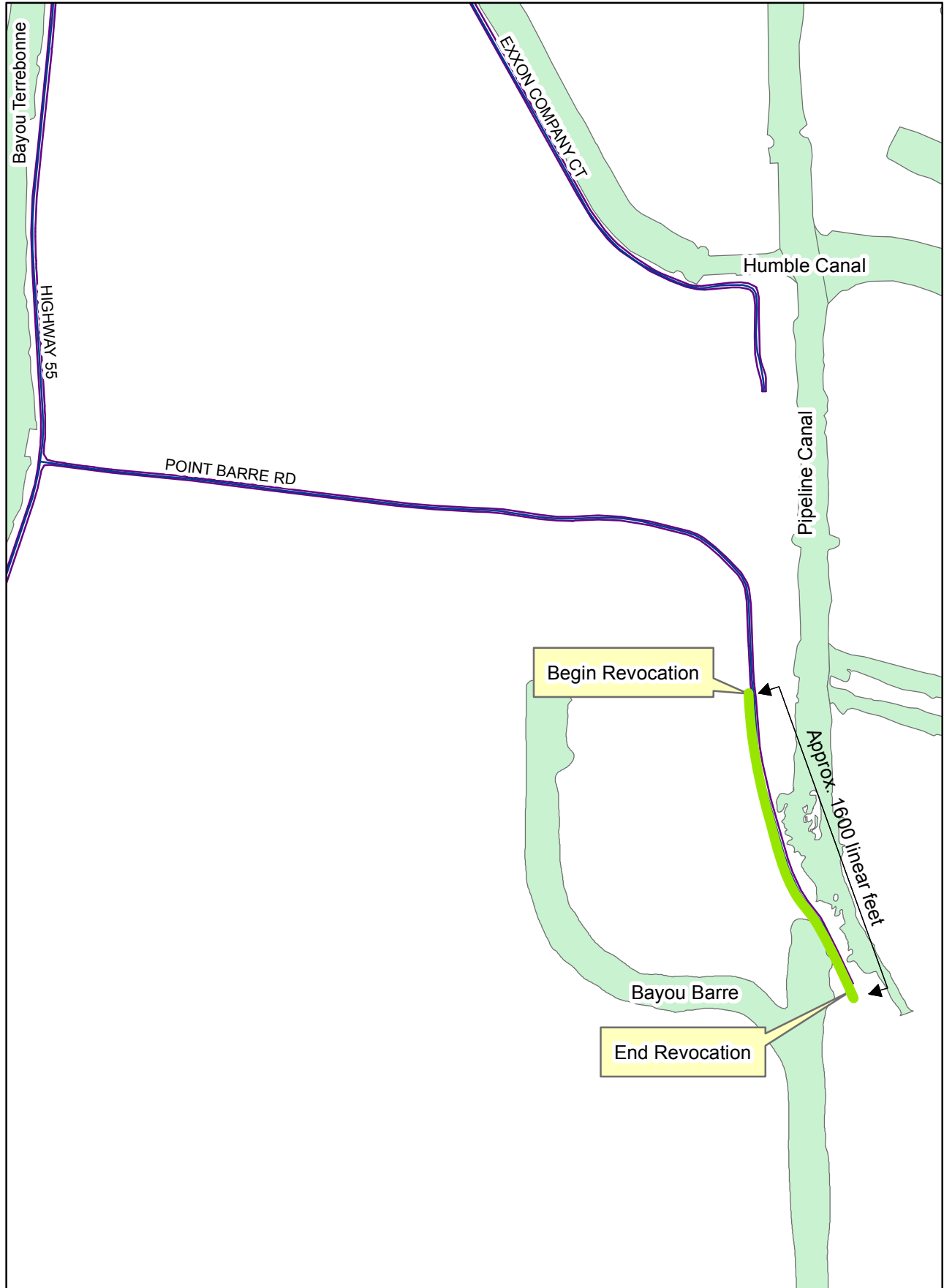
If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

Proposed Public Right-of-Way Revocation of Portion of Point Barre Road



Proposed Public Right-of-Way Revocation of Portion of Point Barre Road





Monday, February 6, 2017

Item Title:

Change Order No. 6 (Balancing) for Falgout Canal Freshwater Enhancement Project (CIAP)

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 6 (Balancing) for the Construction Agreement for Parish Project No. 08-CR-29; Falgout Canal Freshwater Enhancement Project (CIAP), Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/31/2017	Executive Summary
Resolution	1/31/2017	Resolution
Backup Material	1/31/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 08-CR-29	Falgout Canal Freshwater Enhancement Project (CIAP)

PROJECT SUMMARY (200 WORDS OR LESS)
This project provides improvements to the Falgout Canal Wetlands and various freshwater introduction structures under Falgout Canal Road.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is to increase the Construction Contract from \$2,496,386.07 to \$2,510,878.17 (an increase of \$14,492.10) in order to balance contract quantities with installed quantities on the project. This Change Order No. 6 (Balancing) has no increase in contract time.

TOTAL EXPENDITURE		
Increase of \$14,492.10		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$2,510,878.17

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)										
PARISHWIDE	1	2	3	4	5	6	<u>7</u>	8	9	

Jeanne P. Bray

02/1/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 6 (Balancing) for the Construction Agreement for Parish Project No. 08-CR-29; Falgout Canal Freshwater Enhancement Project (CIAP), Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated March 14, 2016, with Hemphill Construction Company, Inc., for the Falgout Canal Freshwater Enhancement Project (CIAP), Parish Project No. 08-CR-29, Terrebonne Parish, Louisiana, and

WHEREAS, this change order is required to balance contract quantities with installed quantities on the project, and

WHEREAS, this change order will increase the contract by \$14,492.10 with no change in contract time, and

WHEREAS, this Change Order No. 6 (Balancing) has been recommended by the ENGINEER for this project, T. Baker Smith, LLC, Inc.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 6 (Balancing) to the construction agreement with Hemphill Construction Company, Inc., for an increase of Fourteen Thousand, Four Hundred Ninety-Two Dollars and Ten Cents (\$14,492.10) with no increase in contract time, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, T. Baker Smith, LLC, Inc.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF _____, 2017.

VENITA CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



**CHANGE ORDER
NO. SIX (6)**

PROJECT: Falgout Canal Wetlands
Freshwater Enhancement Project
Funded Through Coastal Impact Assistance Program (CIAP)
Terrebonne Parish, Louisiana
TPCG Project No. 08-CR-29

DATE OF ISSUANCE: December 31, 2016 **EFFECTIVE DATE:** _____

OWNER Terrebonne Parish Consolidated Government

OWNER'S Contract No. File No. 1502328, Book No. 2814, Pg. No. 413

CONTRACTOR: Hemphill Construction Company, Inc. **ENGINEER:** T. Baker Smith, LLC

You are directed to make the following changes in the Contract Documents.

Description:

Change Order No. Six (6) is necessary balance contract quantities with installed quantities on the project.

Increase the contract quantity of Pay Item No. S-003, Spray Dredge Excavation from 96,382.62 CY to 99,472.45 CY for an increase in item value of \$13,595.25.

Increase the contract quantity of Pay Item No. S-003A, Spray Dredge Excavation from Station 92+00 to 150+00 with Additional Screening from 34,656 CY to 34,752 CY for an increase in item value of \$896.85.

Plan Change No. Six (6) increases the overall contract value by \$14,492.10.

Zero (0) additional contract days are added to contract time.

Reason for Change Order: Balance Contract Quantities

Change In Contract Price:	Change In Contract Time:
Original Contract Price:	Original Contract Times:
<u>\$2,297,815.00</u>	Substantial Completion <u>195 Days</u>
	Ready for final Payment: <u>15 Days</u>
	<u>days or date</u>
Net Changes from previous Change Order	Net Changes from previous Change Orders
<u>\$198,571.07</u>	<u>17</u>
	<u>days</u>
Contract Price prior to this Change Order No. 6	Contract Time prior to this Change Order
<u>\$2,496,386.07</u>	Substantial Completion <u>212 Days</u>
	Ready for final Payment: <u>15 Days</u>
	<u>days or date</u>
Net Increase (decrease) of this Change Order No. 6	Net Increase (decrease) of this Change Order
<u>\$14,492.10</u>	<u>0</u>
	<u>days</u>
Contract Price with all approved Change Orders	Contract Time with approved Change Orders
<u>\$2,510,878.17</u>	Substantial Completion <u>212 Days</u>
	Ready for final Payment: <u>15 Days</u>
	<u>days or date</u>

RECOMMENDED:

By: [Signature]
 Engineer (Kevin P. Rizzo, P.E.)

Date: 12/31/16

APPROVED:

By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
 Contractor (Authorized Signature)

Date: 12/31/2016

Plan Change No. Six (6)
Date: December 31, 2016



Engineer T. Baker Smith, LLC

RE: Falgout Canal Wetlands
Freshwater Enhancement Project
Funded Through Coastal Impact Assistance Program (CIAP)
Terrebonne Parish, Louisiana
TPCG Project No. 08-CR-29

Description:

- 1) Increase the contract quantity of Pay Item No. S-003, Spray Dredge Excavation from 96,382.62 CY to 99,472.45 CY for an increase in item value of \$13,595.25.
- 2) Increase the contract quantity of Pay Item No. S-003A, Spray Dredge Excavation from Station 92+00 to 150+00 with Additional Screening from 34,656.59 CY to 34,752 CY for an increase in item value of \$896.85.
- 3) Plan Change No. Six (6) increases the overall contract value by \$14,492.10.
- 4) Zero (0) additional contract time is added.

Reason for Plan Change:

Plan Change No. Six (6) is necessary to balance contract quantities with installed quantities. Zero (0) additional days are added to the contract time.

Item No.	Item	Unit	Contract Quantity	ORIGINAL		Revised Quantity	REVISED	
				Unit Price	Amount		Unit Price	Amount
S-003	Spray Dredge Excavation	CY	96,382.62	\$ 4.40	\$ 424,083.53	99,472.45	\$ 4.40	\$ 437,678.78
S-003A	Spray Dredge Excavation from Station 92+00 to 150+00 with additional screening	CY	34,656.59	\$ 9.40	\$ 325,771.95	34,752.00	\$ 9.40	\$ 326,668.80
								\$ -
					\$ -			\$ -
					\$ -			\$ -
TOTALS					\$ 749,855.47			\$ 764,347.68

Additional Contract Days Requested	0	Revised	AMOUNT OF OVER RUN	\$ 14,492.10
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It is mutually agreed to perform the above revisions in accordance with original contract and applicable specifications at the above prices.

REQUESTED BY: Hemphill Construction Company, Inc. <i>[Signature]</i> /S/ _____ Authorized Signature	APPROVED BY: Terrebonne Parish Consolidated Government /S/ _____ Gordon Dove, Parish President
RECOMMENDED: T. Baker Smith, LLC <i>[Signature]</i> /S/ _____ Kevin P. Rizzo, P.E.	Date: _____



Monday, February 6, 2017

Item Title:

Amend 01 - Petit Caillou Lock Structure Project

Item Summary:

RESOLUTION: Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. **16-LOCK-61, Petit Caillou Lock Structure Project**, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/1/2017	Executive Summary
Resolution	2/1/2017	Resolution
Backup material	2/1/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
16-LOCK-61	Petit Caillou Lock Structure Project

PROJECT SUMMARY (200 WORDS OR LESS)
To provide engineering services for the Petit Caillou Drainage Project.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to continue engineering services for the design of the Petit Caillou Lock Structure Project

TOTAL EXPENDITURE				
\$425,000.00				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

Jeanne P. Bray

02/01/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. **16-LOCK-61, Petit Caillou Lock Structure Project**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with All South Consulting Engineers, L.L.C. dated October 14, 2016, recordation number 1518736, for the Petit Caillou Lock Structure Project identified as Parish Project 16-LOCK-61, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the Study and Report Phase was approved in the original engineering agreement, and

WHEREAS, TPCG is desirous of continuing with the design of the Petit Caillou Lock Structure Project, and

WHEREAS, GIS requested an amendment to their existing contract to provide services to continue with the design of the project, and

WHEREAS, the Engineer must receive written authorization from TPCG before beginning the design of any phase of work, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, this above work will increase the basic services section of the contract by \$302,200.00 and the additional services section by \$123,632.75.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for an increase of \$302,200.00 in Basic Services and \$123,632.75 in additional services, and authorizes Parish President Gordon E. Dove to execute this Amendment No. 1 to the Engineering Agreement for the Petit Caillou Lock Structure Project Parish Project No. 16-LOCK-61, with GIS Engineering, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, GIS Engineering, LLC.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2017;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Gordon E. Dove (hereafter sometimes referred to as "OWNER"), and

GIS ENGINEERING, LLC, represented herein by Dustin Malbrough, duly authorized Principal (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated May 31, 2016, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated October 14, 2016, to the entitled **Petit Caillou Lock Structure Project**, identified as **Parish Project No. 16-LOCK-61**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the Study and Report Phase was approved in the original engineering agreement, and

WHEREAS, TPCG is desirous of continuing with the design of the Petit Caillou Lock Structure Project, and

WHEREAS, GIS requested an amendment to their existing contract to provide services to continue with the design of the project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract for an increase in the upset limit for these services, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Amend Section 5, Paragraph 5.1.1, to read as follows:

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") as follows:

Study and Report - \$168,250.00
Basic Services (Preliminary Phase) - \$302,200.00

Amend Section 5, Paragraph 5.1.2.1, to read as follows:

5.1.2.1 General. For Additional Services and Reimbursable Expenses rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (Except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", "Current Rate Schedule - 2016". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

<u>Description</u>	<u>Current Limit</u>	<u>Increase/Decrease</u>	<u>New Limit</u>
Existing Conditions	\$25,025.00	\$0.00	\$25,025.00
Survey Coordination	\$2,570.00	\$0.00	\$2,570.00
Geotechnical Coordination	\$3,290.00	\$0.00	\$3,290.00
Permitting Application& Coordination	\$0.00	\$35,770.00	\$35,770.00
QA/AC Surveys	\$0.00	\$9,700.00	\$9,700.00
Testing Lab Coordination	\$0.00	\$3,670.00	\$3,670.00
Dive Inspection Coordination	<u>\$0.00</u>	<u>\$2,472.75</u>	<u>\$2,472.75</u>
Total	\$30,885.00	\$41,912.75	\$82,497.75

Amend Section 5, Paragraph 5.1.2.2, to reads as follows:

5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ENGINEER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit "D". Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by ENGINEER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **Surveying \$12,132.50; Geotechnical \$133,635.75; Sediment Analysis \$11,500.00; Testing Lab \$14,375.00; Dive Inspection \$8,625.00**

Section 5, Paragraph 5.1.2, reads as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under Paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$0.00**

Amend Section 5, Paragraph 5.1.3, to read as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **\$41,360.00**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$304,126.00**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 2017.

OWNER:
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

ENGINEER
GIS ENGINEERING, LLC

BY: _____
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated
Government

BY: _____
Dustin Malbrough, P.E.
Vice President

WITNESSES:

WITNESSES:



Coastal Design & Infrastructure

2503 Petroleum Drive | Suite 110
Houma, LA 70363
P: (985) 219-1000 | F: (985) 475-7014
www.gisyeng.com

January 31, 2017

Terrebonne Parish Consolidated Government
Engineering Department
2000 St. Louis Canal Road Road
Houma, Louisiana 70363

Attention: Ms. Jeanne Bray, Capital Projects Administrator
Subject: Amendment No. 1 Proposal
Reference: Petit Caillou Lock Structure Project
Parish Project No.: 16-LOCK-61

Ms. Bray:

As per TPCG's request, GIS Engineering, LLC (GIS) is pleased to submit this Amendment No. 1 proposal to continue providing Professional Engineering Services to the Terrebonne Parish Consolidated Government (TPCG) for services to be completed on the above referenced project.

PROPOSED COST

GIS proposes to provide the remaining Basic Services on a Lump Sum basis and the remaining Additional Services on a Time & Material as outlined below and in Attachment 1. *(LS fees were calculated using the standard curve formula and based upon the most recent opinion of probable construction cost estimate presented in the Study & Report phase submittal)*

	<u>Orig. Contract</u>	<u>Amend. No. 1</u>	<u>Total Thru Construction</u>
BASIC SERVICES			
Study & Report Phase (10%)	\$ 168,250.00		\$ 168,250.00
Preliminary Design Phase (35%)		\$ 302,200.00**	\$ 302,200.00
Final Design Phase (35%)		\$ 302,200.00	\$ 302,200.00
Bidding & Negotiations Phase (5%)		\$ 43,000.00	\$ 43,000.00
Construction Admin Phase (15%)		\$ 129,500.00	\$ 129,500.00
ADDITIONAL SERVICES			
Existing Conditions	\$ 25,025.00		\$ 25,025.00
Survey Coordination	\$ 2,570.00		\$ 2,570.00
Survey Subcontractor	\$ 12,132.50		\$ 12,132.50
Geotechnical Coordination	\$ 3,290.00		\$ 3,290.00
Geotechnical Subcontractor	\$ 133,635.75		\$ 133,635.75
Permitting Application & Coordination		\$ 35,770.00**	\$ 35,770.00
Sediment Analysis Subcontractor		\$ 11,500.00**	\$ 11,500.00
QA/QC Surveys During Construction		\$ 9,700.00	\$ 9,700.00
Testing Lab Coordination		\$ 3,670.00	\$ 3,670.00
Testing Lab Subcontractor		\$ 14,375.00	\$ 14,375.00
Dive Inspection Coordination		\$ 3,670.00	\$ 3,670.00
Dive Inspection Subcontractor		\$ 8,625.00	\$ 8,625.00
Resident Project Representation*		\$ 315,000.00	\$ 315,000.00
Other Direct & Reimbursable Expenses:	\$ 3,840.00	\$ 37,520.00	\$ 41,360.00
TOTAL ENGINEERING SERVICES	\$ 348,743.25	\$ 1,216,730.00	\$ 1,565,473.25

*Based on 300 Working Days for Construction
*Based on 1 Full Time Owner Project Rep @ 10hrs/day, 6 days per week
**Tasks to be performed during Preliminary Design Phase

CONTRACT AND TERMS

By submitting this proposal, GIS affirms that we are willing to continue performing our professional engineering services in accordance with the terms and conditions of our existing contract with TPCG, dated October 17, 2016.

We appreciate the opportunity to continue working with you on these important drainage projects. If you have any questions or require any additional information, please contact me at 985-219-1000.

Sincerely,



Dustin M. Malbrough, P.E.
Vice President
GIS Engineering, LLC

DMM:jkf
Attachment



Monday, February 6, 2017

Item Title:

Ratification of the appointment by Parish President Gordon E. Dove of the firm GIS Engineering, LLC to provide engineering services for Parish Project No. 17-SEW-06; STP Levee Rehabilitation at Cells 2 & 3.

Item Summary:

RESOLUTION: Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for Parish Project No. 17-SEW-06; STP Levee Rehabilitation at Cells 2 and 3.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/1/2017	Resolution
Executive Summary	2/1/2017	Executive Summary

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for Parish Project No. 17-SEW-06, STP Levee Rehabilitation at Cells 2 & 3, and also authorizing the Parish President to execute the appropriate engineering contract documents for this project.

WHEREAS, Terrebonne Parish is desirous to Rehabilitate the South Wastewater Treatment Plant interior levee between Cells 2 and 3, and

WHEREAS, the Terrebonne Parish Consolidated Government would like to proceed with the design of this project for the STP Levee Rehabilitation at Cells 2 & 3, and

WHEREAS, Parish President Gordon E. Dove has recommended that the firm of GIS Engineering, LLC, be retained to provide the necessary professional services for this project, and

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish President Gordon E. Dove, be ratified and that the engineering firm of GIS Engineering, LLC be retained to provide the necessary professional services for Parish Project No. 17-SEW-06, STP Levee Rehabilitation at Cells 2 & 3 and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2017 and subsequently ratified by the Assembled Council in Regular Session on _____, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)



Monday, February 6, 2017

Item Title:

Change Order No. 2 to the Construction Agreement for Parish Project no. 14-SEW-21, North Wastewater Treatment Plant Electrical Improvements

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 2 to Parish Project No. 14-SEW-21, North Wastewater Treatment Plant Electrical Improvements for an additional 50 contract days for lead time for equipment fabrication.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/1/2017	Resolution
Change Order No. 2	2/1/2017	Backup Material
CO#2 Exec Summary	2/1/2017	Executive Summary

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing the execution of Change Order No. 2 to the Construction Agreement for Parish Project No. 14-SEW-21, North Wastewater Treatment Plant Electrical Improvements, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a construction agreement April 15, 2016, with E-3 Electrical, Inc., Recordation Number 1505280, for Parish Project No. 14-SEW-21, North Wastewater Treatment Plant Electrical Improvements, Terrebonne Parish, Louisiana, and

WHEREAS, TPCG is desirous to add an additional 50 contract days for additional lead time for submittal process for equipment fabrication, and

WHEREAS, this change order will increase the calendar days by 50 contract days for additional lead time for equipment fabrication, and

WHEREAS, this Change Order No. 2 has been recommended by the Engineer, Providence Engineering and Design, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 2 to the construction agreement with E-3 Electrical, Inc., for Parish Project No. 14-SEW-21, North Wastewater Treatment Plant Electrical Improvements, Terrebonne Parish, Louisiana for an increase of 50 calendar days, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, Providence Engineering and Design, LLC.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:

The Chairwoman declared the resolution adopted this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on the _____ day of _____, 2017, and subsequently ratified by the Assembled Council in Regular Session on the _____ day of _____, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE this _____ day of _____, 2017.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



GSE Project No. 441-088-GSE

December 14, 2016

Mr. Greg Bush
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, Louisiana 70361



Re: Parish Project 14-SEW-21
North Wastewater Treatment Plant
Electrical Improvements
Terrebonne Parish, Louisiana

Dear Mr. Bush:

Attached for your review and approval is the original and three (3) copies of Change Order No. 2 executed by the Contractor and the Engineer for the referenced project. Upon approval, please sign and date all copies of the change order in the space provided, keep an executed copy for your files, and return the remaining executed copies back to me.

Should you have any questions or require additional information, please do not hesitate to contact me at the office listed below.

Sincerely,

Providence Engineering and Design, LLC

Richard L. Lottinger

RLL/dbp

Attachments

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

DEC 27 2016

POLLUTION CONTROL

CHANGE ORDER

Dated December 2, 2016

OWNER's Project No. 14-SEW-21

ENGINEER's Project No. 441-088-GSE

North Wastewater Treatment Plant
Electrical Improvements
Project: Terrebonne Parish, Louisiana

CONTRACTOR E-3 Electrical, Inc.

Contract For Electrical Improvements

Contract Date April 15, 2016

To: E-3 Electrical, Inc.

CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

Terrebonne Parish Consolidated Government
OWNER

By
Gordon E. Dove, Parish President

Dated , 2016

Nature of the Changes:

- 1) Additional 50 contract days for additional lead time for submittal process for equipment fabrication.

Enclosures:

E-3 Electrical, Inc. letter and cost breakdown dated December 2, 2016.

These changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$ 985,238.00
Net (Increase) (Decrease) Resulting from this Change Order	\$ 0.00
Current Contract Price Including This Change Order	\$ 985,238.00

Contract Time Prior to This Change Order 224 Days December 25, 2016
(Days or Date)

Net (Increase) (~~Decrease~~) Resulting from This Change Order 50 days
(Days)

Current Contract Time Including This Change Order 274 Days February 13, 2017
(Days or Date)

The Above Changes Are Approved:

..... Providence Engineering and Design, LLC
ENGINEER

By Burt Rediet

Dated 12/14, 2016

Contractor acknowledges that the values set forth in this change order include any and all claims for additional compensation due to equitable adjustment resulting from any addition, deletion or revision in the Work, or changes in contract time.

The Above Changes Are Accepted:

..... E-3 Electrical, Inc.
CONTRACTOR

By [Signature]

Dated ... 12/10, 2016



E3 ELECTRICAL, INC.

1001 LAFAYETTE STREET
HOUMA, LA 70360
985.223.0778

December 2, 2016

Providence/GSE Associates, LLC
Attn: Mr. Brett Ledet
991 Grand Caillou Rd
Houma, LA 70363

RE: REQUEST FOR TIME EXTENSION

PARISH PROJECT NO. 14-SEW-21

North Wastewater Treatment Plant
Electrical Improvements
Terrebonne Parish, LA

Dear Mr. Ledet,

As you are aware, our current contract deadline states that we must have the project completed by December 25th, 2016.

Due to unexpected delays with the submittal process and delivery of the equipment, we are requesting an additional 50 days be added to the project. I have attached an updated schedule for the project based on the projected deliveries of the equipment and subsequent planned installation of that equipment.

I appreciate your consideration of this request. Should you have any questions or require any additional information, please contact me at the address listed above, by phone at 985-223-0778, or by email at mbourgeois@e3-electrical.com.

Sincerely,

Matthew D. Bourgeois

Vice-President



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Parish Project No. 14-SEW-21 North Wastewater Treatment Plant (WWTP) Electrical Improvements

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution authorizing the execution of Change Order No. 2 to add 50 additional calendar days for additional lead time for submittal process for equipment fabrication.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Replace outdated equipment for safety, reliability and protection of equipment and replace 28-year old wiring.
--

TOTAL EXPENDITURE

-0-		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL	ESTIMATED	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	IF YES AMOUNT BUDGETED:
	<input checked="" type="radio"/> YES	\$1,200,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Bernard E. Dail

Signature

2/1/17

Date



Monday, February 6, 2017

Item Title:

Substantial Completion for Parish Project No. 10-SEW-96; Ashland Wetland Assimilation Discharge System

Item Summary:

RESOLUTION: Certificate of Substantial Completion for Parish Project No. 10-SEW-96, Ashland Wetland Assimilation Discharge System, as constructed by Cycle Construction Co., Inc.

ATTACHMENTS:

Description	Upload Date	Type
Resolution of Acceptance	2/1/2017	Resolution
Certificate of Substantial Completion	2/1/2017	Backup Material
Executive Summary - Certificate of Substantial Completion	2/1/2017	Executive Summary

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution providing for the acceptance of work performed by Cycle Construction Co., Inc., in accordance with the Certificate of Substantial Completion for Parish Project No. 10-SEW-96, CWSRF Contract No. 221492-01, Ashland Wetland Assimilation Discharge System, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated August 18, 2015, with Cycle Construction Co., Inc., Recordation Number 1487666, for Parish Project No. 10-SEW-96, Ashland Wetland Assimilation Discharge System, Terrebonne Parish, Louisiana, and

WHEREAS, the work performed has been inspected by authorized representative of the Owner, Engineer and Contractor found to be substantially complete, and

WHEREAS, the Engineer for this project, Providence Engineering and Design, LLC, recommends the acceptance of the substantial completion, and

WHEREAS, this substantial completion is contingent upon approval from the Louisiana Department of Environmental Quality, and

NOW THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1487666 of the Records of Terrebonne Parish, Louisiana, and

BE IT FURTHER RESOLVED, that a certified copy of the resolution be forwarded to the Engineer, Providence Engineering and Design, LLC, and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

BE IT FURTHER RESOLVED, that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

THERE WAS RECORDED:
YEAS:
NAYS:
NOT VOTING:
ABSENT:

The Chairwoman declared this resolution adopted this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2017 and subsequently ratified by the Assembled Council in Regular Session on _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Project No. 441-044-GSE

January 31, 2017

Ms. Nia Picou-Bowens, E.I.
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, Louisiana 70361

Re: Parish Project No. 10-SEW-96
Ashland Wetland Assimilation
CWSRF Contract No. 221492-01
Terrebonne Parish, Louisiana

Dear Ms. Picou-Bowens:

Attached for your review and approval are four (4) copies of the Certificate of Substantial Completion executed by the Contractor and Engineer for the above referenced project. Upon approval, please sign and date all copies of the certificate in the space provided and return two recorded copies to me.

Should you have any questions or require additional information, please contact me at the office listed below.

Sincerely,

Providence Engineering and Design, LLC

Melanie B. Caillouet, P.E.

MBC/dbp

Attachments

ecc: Mr. Greg Bush, Pollution Control - TPCG
Mr. Mike C. Toups, Public Works Director - TPCG

CERTIFICATE OF SUBSTANTIAL COMPLETION

Parish Project No. 10-SEW-96
Ashland Wetland Assimilation Discharge System
CWSRF Contract No. 221492-01

PROJECT Terrebonne Parish, Louisiana

DATE OF ISSUANCE January 9, 2017

OWNER Terrebonne Parish Consolidated Government

OWNER's Contract No. 10-SEW-96

ENGINEER's Project No. 441-044-PED

CONTRACTOR Cycle Construction Co., Inc.

ENGINEER Providence Engineering and Design, LLC

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

All work performed in accordance with contract plans and specifications.

To Terrebonne Parish Consolidated Government
OWNER

And To Cycle Construction Co., Inc.
CONTRACTOR

The work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

January 9, 2017
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Security, operation, maintenance, heat and utilities. Permanent insurance shall be obtained by the Owner before final payment if required.

CONTRACTOR: Safety and insurance until date of final payment and completion. Contractor shall maintain all insurance in accordance with the specifications.

The following documents are attached to and made a part of this Certificate:

- 1) Resolution of Acceptance.
- 2) List of items to be completed (see attached).

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on Jan 11, 2017

Providence Engineering and Design, LLC
ENGINEER

By: Melanie B. Cailloux
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on JAN 27, 2017

Cycle Construction Co., Inc.
CONTRACTOR

By: [Signature]
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 2017

Terrebonne Parish Consolidated Government
OWNER

By: _____
Gordon E. Dove, Parish President



PUNCH LIST

**Parish Project No. 10-SEW-96
Ashland Wetland Assimilation
CWSRF Contract No. 221492-01
Terrebonne Parish, Louisiana
Project No. 441-044-PED**

January 10, 2017

Items to be completed are as follows:

1. Add dirt near Discharge Header No. 4 upon approval of Change Order No. 4.	\$ 5,000.00
2. Repair / replace the culvert on construction access road.	\$ 15,000.00
3. As-built drawings and O & M for flow meter.	\$ 500.00
4. Construction Discharge Header No. 4 support structure upon Approval of Change Order No. 4.	\$ 10,000.00
5. Clean up grade access road and head land.	\$ 5,000.00
6. Provide the three feet (3') of cover over exposed pipe on part of header system.	\$ 5,000.00
7. New weir box leaking at seams and possible leak at existing junction box. Grade area to drain.	\$ 10,000.00
8. Adjust calibration of controls for flow meter in weir box.	<u>\$ 1,500.00</u>
Total	\$ 52,000.00

RECEIVED

JAN 30 2017

Providence Engineering
and Design, LLC





EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Parish Project No. 10-SEW-96 Ashland Wetland Assimilation Discharge System

PROJECT SUMMARY (200 WORDS OR LESS)
Certificate of Substantial Completion of Parish Project No. 10-SEW-96; Ashland Wetland Assimilation Discharge System, as constructed by Cycle Construction Co., Inc., contingent upon the approval of the Louisiana Department of Environmental Quality (LDEQ).

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This project has rerouted the sewer discharge from the Houma Navigation Canal via header system to the wetlands, under the Clean Water State Revolving Fund (CWSRF) Contract No. 221492-01.

TOTAL EXPENDITURE
N/A
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)
PARISHWIDE 1 2 3 4 5 6 7 8 9

Douglass & Bush / DR

Signature

2-1-17

Date



Monday, February 6, 2017

Item Title:

Execution of Cooperative Endeavor Agreement for Lafayette Street Sewers

Item Summary:

RESOLUTION: Authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the DOTD and Terrebonne Parish Consolidated Government for the replacement of sewer gravity lines along Lafayette Street.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/2/2017	Resolution
Backup - Agreement	2/2/2017	Backup Material
Executive Summary - CEA Agreement	2/2/2017	Executive Summary

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A Resolution authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Department of Transportation and Development and the Terrebonne Parish Consolidated Government, for the replacement of sewer gravity lines along Lafayette, Street, Terrebonne Parish, Louisiana.

WHEREAS, Article VII, § 14 (C) of the Louisiana Constitution of 1974 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, DOTD intends to overlay Lafayette Street (LA Highway 312) from LA Highway 311 to West Park Avenue (LA Highway 24) identified by State Project Number H.009660, hereinafter referred to as “the Project”;

WHEREAS, Terrebonne Parish currently owns and operates a gravity sewer line located within the Project limits; and

WHEREAS, Terrebonne Parish has expressed a desire to construct and install a replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as rerouted waterlines around two additional manholes, as will be more fully shown on the final plans, a copy of which will be appended hereto by reference as Exhibit “A”; and

WHEREAS, DOTD desires to cooperate with the Terrebonne Parish in its efforts to construct and install a replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as rerouted waterlines around two additional manholes,

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute a Cooperative Endeavor Agreement with the DOTD containing substantially the same terms as those contained within the attached agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on the _____ day of _____, 2017, and subsequently ratified by the Assembled Council in Regular Session on the _____ day of _____, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE this _____ day of _____, 2017.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT

**between the
STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and the
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
State Project Number H.009660
F.A.P. NO. H.009660
LA 182 – LA 24**

**Routes: LA 311 & LA 312
Parish of TERREBONNE**

THIS COOPERATIVE ENDEAVOR AGREEMENT (“CEA”) is made and entered into this _____ day of _____, 20____, by and between the State of Louisiana through the Department of Transportation and Development (“DOTD”), and the Terrebonne Parish Consolidated Government, Louisiana (“Entity”) for the public purposes hereinafter provided.

WHEREAS, Article VII, § 14 (C) of the Louisiana Constitution of 1974 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, DOTD intends to overlay Lafayette Street (LA Highway 312) from LA Highway 311 to West Park Avenue (LA Highway 24) identified by State Project Number H.009660, hereinafter referred to as “the Project”;

WHEREAS, the Entity currently owns and operates a gravity sewer line located within the Project limits; and

WHEREAS, the Entity has expressed a desire to construct and install a replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as rerouted waterlines around two additional manholes, as will be more fully shown on the final plans, a copy of which will be appended hereto by reference as Exhibit “A”; and

WHEREAS, DOTD desires to cooperate with the Entity in its efforts to construct and install a replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as rerouted waterlines around two additional manholes under the terms and conditions set forth herein below.

NOW THEREFORE, the DOTD and the Entity agree as follows:

ARTICLE I SCOPE OF WORK

1.1 The Entity shall bear all responsibility for the development of plans for the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes including, but not limited to, pre-engineering, engineering and design work necessary for the construction of the gravity sewer line. These plans shall meet all applicable state and federal requirements and are subject to the review and approval of the DOTD. Once approved by DOTD, said plans will be appended hereto and made a part hereof by reference as **Exhibit "A"**.

1.2 The Entity shall employ and assign an Engineer who shall be responsible for work on affected drawings, specifications, and proposals and who shall attend pre-bid, pre-construction and partnering meetings.

1.3 All work associated with the construction and installation of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes will be added to the DOTD construction contract for LA 311 / 312: La 182 - La 24, State Project Number H.009660, and paid for by the Entity at the contract unit price under, at a minimum, the following pay items:

Estimated Quantity Table

Gravity Sewer Line

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	SUBTOTAL
202-01	Removal of Structures and Obstructions	Lump Sum	\$2,200.00	\$2,200.00
202-02-C	Removal of Portland Cement Concrete Pavement	1,468.1 SY	\$5.00	\$7,340.50
202-02-D	Removal of Concrete Driveways and Walks	91.2 SY	\$25.00	\$2,280.00
202-02-E	Removal of Concrete Curbs	865 SY	\$9.00	\$7,785.00
202-02-G	Removal of Asphalt Surfacing and Stabilized Base Course	1,468.1 SY	\$5.00	\$7,340.50
203-A-06	Excavation and Embankment	Lump Sum	\$15,000.00	\$15,000.00
302-02	Class II Base Course (8" Thick) (Limestone)	1,468.1 SY	\$36.00	\$52,851.60
510-01-B	Asphaltic Concrete Pavement Patching (12" Thick)	1,464.4 SY	\$100.00	\$146,440.00
706-01	Concrete Walk 6" Thick	40.2 SY	\$150.00	\$6,030.00

706-02	Concrete Drive 6" Thick	81.5 SY	\$150.00	\$12,225.00
707-01	Concrete Curb	871.8 LF	\$30.00	\$26,154.00
713-01	Temporary Signs and Barricades	Lump Sum	\$30,000.00	\$30,000.00
723-02	Granular Material Vehicular Measurement	789.8 CY	\$18.00	\$14,216.40
727-01	Mobilization and Demobilization	Lump Sum	\$45,000.00	\$45,000.00
740-01	Construction Layout	Lump Sum	\$20,000.00	\$20,000.00
S-001	Concrete Saw Cut	685 LF	\$10.00	\$6,850.00
S-1B	8" PVC Gravity Sewer 6-8' Cut	34 LF	\$100.00	\$3,400.00
S-1I	15" PVC Gravity Sewer 6-8' Cut	905 LF	\$100.00	\$90,500.00
S-2B	6" Service Pipe	460 LF	\$100.00	\$46,000.00
S-4C	15" x 6" Gravity Tee	19 Each	\$380.00	\$7,220.00
S-5	6" Service Pipe Fittings	38 Each	\$25.00	\$950.00
S-6	Transfer of Sewer Service	19 Each	\$30.00	\$570.00
S-31A	Precast Reinforced Concrete Manhole (0-6' Depth) (4' Diameter)	6 Each	\$6,000.00	\$36,000.00
S-32A	Added Depth Manhole (6' Plus) (4' Diameter)	5.2 VF	\$350.00	\$1,820.00
S-35A	6" Sewer Cleanout	19 Each	\$500.00	\$9,500.00
S-36	Connection to Existing Manhole	4 Each	\$1,650.00	\$6,600.00
S-62	Concrete 2,500 PSI Foundation	26 CY	\$450.00	\$11,700.00
S-63A	Pipe Foundation 8-10" Pipe	34 LF	\$1.00	\$34.00
S-63B	Pipe Foundation 12" or Larger Pipe	905 LF	\$1.00	\$905.00
S-65	Foundation Lumber	2.7 MBM	\$1,200.00	\$3,240.00
S-84	Conflict Box	1 Each	\$15,000.00	\$15,000.00
W-1	10" Dia. C-900 Water Pipe	40 LF	\$340.00	\$13,600.00
W-2	Ductile Iron Fittings	3,390 Lb	\$7.00	\$23,730.00
W-3	Tie-In to Existing 10" Dia. Waterline	6 Each	\$1,300.00	\$7,800.00
W-14	Removal of Existing 10" Dia. Waterline	38.4 LF	\$130.00	\$4,992.00
NS100-01	Fernco Couplings to Connect to Existing Pipe	16 Each	\$650.00	\$10,400.00
NS701-03-010	Storm Drain Pipe (15" RCP/PP)	360 LF	\$84.00	\$30,240.00
NS701-05-010	Side Drain Pipe (12" RCP/PP/CMP)	80 LF	\$300.00	\$24,000.00
NS701-09-001	Fabricating Pipe Fittings	12 Each	\$400.00	\$4,800.00
NS702-03-001	Catch Basins (CB-01)	1 Each	\$3,400.00	\$3,400.00
NSC702(53)(M)	No. 1 Standard Catch Basin	5 Each	\$4,000.00	\$20,000.00

- 1.4** The Entity shall attend the following Project events as scheduled by DOTD:
- Shop drawings and RFI reviews, and
 - Complete installation and inspection of the sewer and waterlines.

1.5 DOTD will include the approved Entity's plans into DOTD's plans for construction of the LA 311 / 312: La 182 - La 24, State Project Number H.009660, hereinafter sometime referred to as the "Project".

1.6 DOTD will submit a copy of the completed plans for the Project to the Entity for its review and for any recommendations for changes the Entity may desire as it relates to the Project plans. The Entity shall have seven (7) days to review the plans and to submit any recommended changes to the DOTD. DOTD will consider any such recommendations, however, DOTD shall have the final authority to either reject or accept the Entity's recommendations for changes.

ARTICLE II PERMIT

2.1 The Entity shall obtain the necessary and required permit, new, amending and/or supplementing any current permit and/or permit application to accurately reflect the configurations and requirements for the gravity sewer line. The Entity shall be responsible for compliance with all of the terms and conditions contained in the Permit. The new, amended and/or supplemental Permit must be obtained within a reasonable amount of time after the plan review process and must be obtained prior to the letting of the Project for construction.

ARTICLE III COSTS/PAYMENT

3.1 The Entity shall be responsible for payment of Entity's proportionate share of all costs associated with the design, construction and installation of the gravity sewer line, as set forth herein below, and shall be responsible for any additional costs incurred by DOTD for the construction of the Project as it relates to the incorporation of the gravity sewer line into the Project.

The estimated cost to be borne by the parties hereto is as follows:

State (DOTD) Liability	=	<u>0</u>	% = \$	<u>0.00</u>
Entity Liability	=	<u>100</u>	% = \$	<u>778,114.00</u>
Betterment* (Entity's Liability)	=	<u>0</u>	% = \$	<u>0.00</u>
Total Cost	=		100 % = \$	<u>778,114.00</u>

*The Entity reserves the right to incorporate and pay for any additional items of work into the construction contract not eligible for Federal-Aid or State participation if it so desires, and at its own costs.

3.2 The preliminary total estimated costs for gravity sewer line and necessary relocation and for the incorporation of same into the Project is Seven Hundred Seventy-Eight Thousand, One Hundred Fourteen Dollars and Zero Cents (\$778,114.00). This preliminary cost estimate will be adjusted for the actual cost after bids have been received and prior to the award of the contract. The Entity shall pay to DOTD funds equal to 100% of its share as set forth in section 3.1 of the preliminary total estimated costs, \$778,114.00, prior to DOTD's advertisement of the Project for bid, and the Entity shall pay the balance, if any, of its share as set forth in section 3.1 of the actual costs as bid within thirty (30) days of the letting of the Project.

3.3 If during Project construction, additional cost for utilities and construction plan changes directly associated with the plan changes contemplated by this agreement are determined to be necessary, the Entity shall provide its share as set forth in section 3.1 of these additional funds at the time the additional costs are determined to be necessary.

3.4 The Entity and DOTD agree that the \$778,114.00 in Project costs is an estimate and that cost under-runs and over-runs may occur. Prior to obligating the Entity's funds through change orders, DOTD will consult with the Entity for their input and recommendations. However, all final decisions shall rest solely at the discretion of the DOTD.

3.5 It is understood and agreed that failure of the Entity to transfer funds to DOTD as set forth in section 3.2 herein above shall be cause for termination of this Agreement.

3.6 After completion and final acceptance of the Project and expiration of the forty-five (45) day lien period, final costs shall be determined. If the final calculation of costs determines that there is an over-run, then the Entity shall pay its share as set forth in section 3.1 of the full amount of the over-run to DOTD within thirty (30) days of receipt of an invoice. If, however, the final calculation of costs determines that the Entity over-paid DOTD its share as set forth in section 3.1 hereof, then DOTD shall refund to the Entity the amount of the over-payment not later than thirty (30) days after completion of the final calculation and registration by the Entity as a LaGov/ERP Vendor. The Entity shall supply the DOTD Project Manager with their LaGov/ERP Vendor Number, or upon execution of this agreement and within thirty (30) days thereof, Entity shall register with LaGov/ERP as a vendor and supply the DOTD Project Manager with their LaGov/ERP Vendor Number.

ARTICLE IV BID PROCESS

4.1 DOTD shall be responsible for letting the Project, including but not limited to, the construction and installation of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes, and shall award the contract to the lowest responsible bidder.

ARTICLE V

CONSTRUCTION AND CONSTRUCTION INSPECTION

5.1 DOTD will be responsible for construction and construction inspection for the Project, including but not limited to, the construction, installation and inspection of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes. DOTD shall have exclusive control over the contractor and the contractor's work. However, and in addition, the Entity shall conduct inspection of construction and installation of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes, but shall coordinate its inspection with the DOTD Project Engineer, and the Entity shall not interfere with the work of the contractor or DOTD.

5.2 Any concerns or problems the Entity has with said construction of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes shall be submitted to the DOTD Project Engineer for consideration. DOTD will consider and attempt to resolve any such problems. If DOTD and the contractor and the Entity are unable to reach a resolution, the matter will be submitted to the DOTD Chief Engineer for final determination.

ARTICLE VI OWNERSHIP AND MAINTENANCE

6.1 After final acceptance of the Project by the DOTD Chief Engineer, the Entity shall have full ownership of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes and shall be responsible for all maintenance and repairs thereof. The Entity shall, upon receipt of written approval from DOTD, have the authority to enter upon the Project for the purposes of performing routine inspections and routine maintenance and repairs of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes.

6.2 Further, the Entity shall be responsible for all emergency, unexpected, and/or unforeseen repairs of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes. The Entity shall immediately notify DOTD whenever an emergency or unexpected event may require the Entity to enter upon the Project and the Entity shall notify DOTD of the expected duration of Entity's presence on the Project right-of-way.

6.3 All inspections, maintenance, and repairs, whether foreseen or unforeseen and whether routine, unexpected, or an emergency, must be coordinated with DOTD in advance to allow sufficient time for DOTD to manage traffic.

6.4 The DOTD shall not be responsible for the costs of any repairs or maintenance to the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes, structural or otherwise, and shall be reimbursed by the Entity for any costs incurred by DOTD, including but not limited to, traffic management costs, associated with work performed on the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes or caused by same.

6.5 DOTD shall have full ownership of the Project and the right-of-way for the Project, exclusive of the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes, and shall be responsible for maintenance and repair of the Project and right-of-way. The Entity shall be responsible for the costs of any damages or losses caused to the Project by the Entity, its officers, employees, agents, independent contractors, and assigns. DOTD reserves the right to make any such repairs to the Project without the concurrence or approval of the Entity.

6.6 If for any reason, the Project is damaged or in need of repair, and it becomes necessary for DOTD to make repairs that may affect the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes, the Entity shall be responsible for all costs associated with the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes resulting from the repairs to the Project by DOTD and for coordinating the work on the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes with DOTD. Such work may include, but is not limited to, relocating the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes during repairs to the Project.

6.7 All records, reports, documents and other material delivered or transmitted to the Entity by the DOTD shall remain the property of the DOTD, and shall be returned by the Entity to the DOTD at the termination or expiration of this CEA.

ARTICLE VII

CONTINGENCIES

7.1 The continuation of this CEA is contingent upon the appropriations of funds to fulfill the requirements of the CEA by the State Legislature or the Federal Highway Administration ("FHWA"). If the State Legislature or the FHWA fail to appropriate sufficient monies to provide for the continuation of the CEA, or if such appropriation is reduced by any lawful means and the effect of such reduction is to provide insufficient monies for the continuation of the CEA, the CEA shall terminate on the date that all appropriated funds have been expended.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

8.1 The Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include DOTD's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Each party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

8.2 DOTD shall indemnify and save harmless the Entity against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of DOTD, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the Parish's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Each party shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

8.3 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by DOTD or the Entity herein or to authorize any third person to have any action against DOTD or the Entity arising out of this Agreement.

ARTICLE IX ASSIGNMENTS

9.1 Neither party may assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

ARTICLE X TERM

10.1 This CEA shall become effective upon the signature of all parties and shall remain in effect so long as the Project LA 311 / 312: La 182 - La 24 remains in the State Highway System, until the replacement sewer line along with the necessary manholes on Lafayette Street (LA Highway 312) between Bond Street (LA Highway 3040) and High Street, as well as the rerouted waterlines around two additional manholes have been removed from the Project right-of-way, or until the Permit has been rescinded or revoked, whichever of the aforesaid occurs first.

ARTICLE XI TERMINATION

11.1 The DOTD may terminate this CEA for cause based upon the failure of the Entity to comply with the terms and/or conditions of the CEA provided that the DOTD shall give the Entity written notice specifying the Entity's failure. If within thirty (30) days after receipt of such notice, the Entity shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Entity in default and the CEA shall terminate on the date specified in such notice. The Entity may exercise any right available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this CEA; provided that the Entity shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

11.2 The DOTD may terminate the CEA at any time by giving thirty (30) days written notice to the Entity. The Entity shall be entitled to reimbursement to the extent work has not been performed.

ARTICLE XII RECORD KEEPING, REPORTING AND AUDITS

12.1 DOTD and the Entity shall maintain all documents, papers, file books, accounting records, appropriate financial records and other evidence related to costs incurred relative to this Project for a period of five (5) years following final payment.

12.2 It is hereby agreed that the DOTD auditors, 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 Parish and DOTD that relate to this Agreement.

ARTICLE XIII DISCRIMINATION

13.1 The parties agree to abide by the requirements of the following as applicable: Titles 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; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

13.2 The parties agree not to discriminate in employment practices, and shall render services under this contract without regard to race, color, age, religion, gender, national origin, veteran status, genetic information, political affiliation, or disabilities.

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

ARTICLE XIV ENTIRE AGREEMENT AND MODIFICATIONS

14.1 This CEA, including any attachments that are expressly referred to in this CEA, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties as it relates to the subject matter of this CEA. No representations were made or relied upon by either party, other than those that are expressly set forth. This CEA 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 XV CONTROLLING LAW AND LEGAL COMPLIANCE

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

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

**ARTICLE XVI
SEVERABILITY**

16.1 If any term, covenant, condition, or provision of this CEA 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 CEA, 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 CEA shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, 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:

**TERREBONNE PARISH CONSOLIDATED
GOVERNMENT**

By: _____
Parish President, Gordon Dove

WITNESSES:

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

By: _____
Secretary

RECOMMENDED FOR APPROVAL

BY: _____
Division Head



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Lafayette Street Sewer Line Construction and Replacement, Between Bond Street and High Street

PROJECT SUMMARY (200 WORDS OR LESS)

A Resolution authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Department of Transportation and Development and the Terrebonne Parish Consolidated Government. State Project No. H.009660.

PROJECT PURPOSE & BENEFITS (450 WORDS OR LESS)

This project will allow for the replacement of several sewer gravity mains to be replaced on Lafayette Street, due to the integrity of the existing sewer mains not being repairable.

TOTAL EXPENDITURE	
\$778,114.00	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	IF YES AMOUNT BUDGETED: \$2,500,000.

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

Gregory E. Bush / DC

2-2-2017

Signature

Date



Monday, February 6, 2017

Item Title:

Falgout Canal Road Repaving

Item Summary:

RESOLUTION: Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Coastal Design & Engineering to provide engineering services for the Falgout Canal Road Repaving Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

ATTACHMENTS:

Description	Upload Date	Type
Resolution and backup	2/3/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Falgout Canal Road Repaving

PROJECT SUMMARY (200 WORDS OR LESS)

To appoint GIS Coastal Design & Engineering to provide engineering services for the Falgout Canal Road Repaving Project

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this appointment is to provide engineering services for the repaving of Falgout Canal Road.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Jeanne P. Bray

02/04/2016

Signature

Date

Venita Chauvin

From: Niayonda Picou
Sent: Friday, February 3, 2017 2:03 PM
To: Venita Chauvin
Cc: Jeanne Bray
Subject: Falgout Canal Road Repaving Engineer Appointment
Attachments: ProjectExecutiveSummary Appt.doc; Appt RES.doc

Venita,

Please find attached the Engineer Appointment for the Falgout Canal Road Repaving Project. Please place this appointment on Monday Night's Public Services Committee Meeting Agenda.

Thanks

Nia

Niayonda Picou-Bowens, EI
Engineer In Training
Terrebonne Parish Consolidated Government
Engineering Division
npicou@tpcg.org
(985) 850-4682 Direct Line
(985) 873-6720 Office

Go Green. Please consider the environment before printing this email.

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Coastal Design & Engineering to provide engineering services for the Falgout Canal Road Repaving Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

WHEREAS, Falgout Canal Road is in dire need of being repaved due to the construction of the Falgout Canal Road Levee Project, and

WHEREAS, Terrebonne Parish wishes to repave Falgout Canal Road, and

WHEREAS, Parish President Gordon E. Dove has recommended that the firm of GIS Coastal Design & Engineering be retained to provide the necessary professional services for this project, and

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President Gordon E. Dove be ratified and that the engineering firm of GIS Coastal Design & Engineering be retained to provide the necessary professional services for Falgout Canal Road Repaving Project, and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2016, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL

B. All procedural matters pertaining to the necessity, purposes, or reasons for the holding of executive or closed meetings under the provisions of this Section shall be in accordance with such rules as are adopted by each of the houses of the legislature for the purpose.

C. The provisions of R.S. 42:12 through R.S. 42:27 shall not apply to chance meetings, social gatherings, or other gatherings at which only presentations are made to members of the legislature or members of either house thereof or of any committee or subcommittee if no vote or other action, including formal or informal polling of members, is taken.

La. R.S. 42:19 **Notice of meetings**

A. (1)(a) All public bodies, except the legislature and its committees and subcommittees, shall give written public notice of their regular meetings, if established by law, resolution, or ordinance, at the beginning of each calendar year. Such notice shall include the dates, times, and places of such meetings.

(b)(i) All public bodies, except the legislature and its committees and subcommittees, shall give written public notice of any regular, special, or rescheduled meeting no later than twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, before the meeting.

(ii)(aa) Such notice shall include the agenda, date, time, and place of the meeting. The agenda shall not be changed less than twenty-four hours, exclusive of Saturdays, Sundays, and legal holidays, prior to the scheduled time of the meeting.

(bb) Each item on the agenda shall be listed separately and described with reasonable specificity. Before the public body may take any action on an item, the presiding officer or his designee shall read aloud the description of the item except as otherwise provided in Subitem (dd) of this item.

(cc) Upon unanimous approval of the members present at a meeting of a public body, the public body may take up a matter not on the agenda. Any such matter shall be identified in the motion to take up the matter not on the agenda with reasonable specificity, including the purpose for the addition to the agenda, and entered into the minutes of the meeting. Prior to any vote on the motion to take up a matter not on the agenda by the public body, there shall be an opportunity for public comment on any such motion in accordance with R.S. 42:14 or 15. The public body shall not use its authority to take up a matter not on the agenda as a subterfuge to defeat the purposes of R.S. 42:12 through 23.

(dd) If an agenda of a meeting of a governing authority of a parish with a population of two hundred thousand or more according to the latest federal decennial census or municipality with a population of one hundred thousand or more according to the latest federal decennial census contains more than fifty items, the governing authority may take action on items listed on a consent agenda without reading the description of each item aloud. However, before any action is taken on items listed on a consent agenda, the governing authority shall allow for a public comment period. Any item listed on a

Sec. 2-07. - Council meetings and rules.

- (a) The council shall meet regularly at least twice a month at intervals of at least two (2) weeks at such times and places as the council may prescribe. Special meetings may be held on the call of the presiding officer of the council or a majority of the authorized membership of the council with such notice as may be required by state law. To meet a public emergency affecting life, health, property or public safety, the council may meet upon call of the president, the presiding officer of the council or a majority of the authorized membership of the council at whatever notice it shall be convenient to give. The call convening a special or emergency meeting of the council shall state the objects of the meeting. The power of the council to act at a special or emergency meeting shall be limited, under penalty of nullity, to the objects specifically enumerated in the call.
- (b) All meetings of the council and its committees shall be open to the public in accordance with the provisions of general state law.
- (c) The council shall determine by resolution its own rules and order of business and shall provide for keeping a journal of its minutes and proceedings. This journal shall be a public record. All official actions of the council shall be made available to the public in accordance with state law.
- (d) At all regular meetings of the council, the council shall operate from an agenda which shall be made available to the public in accordance with state law at least two (2) days prior to the meeting. The agenda for special or emergency meetings shall be made available to the public as soon as practical prior to the meeting.
- (e) The council shall provide by resolution a procedure whereby interested persons shall be given an opportunity to be heard at council meetings on any matter relating to parish government.
- (f) At the first regular meeting of a newly elected council and annually thereafter, a chairman and vice-chairman shall be elected by the council from among the council members. The chairman shall preside at meetings of the council, and in the absence or disqualification of the chairman, the vice-chairman shall preside. In the absence or disqualification of both the chairman and vice-chairman, the council shall designate one (1) of its other members as temporary presiding officer. The chairman, vice-chairman and temporary presiding officer shall be voting members of the council.
- (g) All voting shall be by roll call, and the ayes and nays shall be recorded in the minutes of the council by the individual vote of each council member. Not less than a majority of the authorized membership of the council shall constitute a quorum to transact business, but if a