
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

December 11, 2017
5:35 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. **RESOLUTION:** Authorizing the Parish President to enter into a contract for engineering services with Aucoin & Associates, Inc., for the Prospect Blvd. Sidewalks, State Project No. H.012338.5.
2. **RESOLUTION:** Authorizing the Parish President to enter into a contract for engineering services with GIS Engineering, LLC, for LA 24 Sidewalk Rehab, State Project No. H.012339.5.
3. **RESOLUTION:** Authorizing a contract with Delta Chemical Corporation, for water treatment chemical services and supplies in accordance with the State Contract Commodity Catalog, contract number 4400006002.

4. RESOLUTION: Awarding and authorizing the signing of the construction Contract for Parish Project No. 14-SAFE-02, Multi-Agency Safe Room, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.
5. Introducing an ordinance that will establish a "3-Way Stop" at the intersection of Riverview Street and Ravensaide Drive and calling a public hearing on Wednesday, January 10, 2018 at 6:30 p.m.
6. RESOLUTION: Awarding and authorizing the signing of the construction contract for Parish Project No. 17-SEW-06, South Wastewater Treatment Levee Rehabilitation at Cells 2&3 Project, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.
7. RESOLUTION: AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AN AMENDMENT TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN BUDGET TO THE STATE OF LOUISIANA AND HUD TO COMPLY WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.
8. RESOLUTION: Providing approval of Amendment No. 3 to the Engineering Agreement for Parish Project No. 13-DRA-22, Upper Little Caillou Pump Station (HMGP), Terrebonne Parish, Louisiana.
9. RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for Parish Project No. 15-LEV-27, Six Foot Ditch Levee Improvements, Terrebonne Parish, Louisiana.
10. RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for Parish Project No. 14-DRA-44, Ellendale Levee Rehabilitation Project, Terrebonne Parish, Louisiana.
11. RESOLUTION: Authorizing the execution of Change Order No. 5 (Final) for the Construction Agreement for Parish Project No. 12-PW-CDBG-64, DPW Administrative Building, Terrebonne Parish, Louisiana.
12. RESOLUTION: Authorizing the signing of a contract for electric utility locating services in Terrebonne Parish, and to provide for related matters.
13. Adjourn

Category Number:
Item Number:



Monday, December 11, 2017

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, December 11, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, December 11, 2017

Item Title:

Civic Center Sidewalks Engineering Agreement

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into a contract for engineering services with Aucoin & Associates, Inc., for the Prospect Blvd. Sidewalks, State Project No. H.012338.5.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/28/2017	Executive Summary
Civic Center Sidewalks	12/11/2017	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Civic Center Sidewalks

PROJECT SUMMARY (200 WORDS OR LESS)
ADA compliant sidewalks on both sides of Civic Center Boulevard from LA 311 to LA 182.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This agreement hires Aucoin & Associates, Inc. to perform the design services for the sidewalks along Civic Center Blvd.

TOTAL EXPENDITURE		
\$46,083.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<div>YES</div> <div>IF YES AMOUNT BUDGETED:</div> <div>\$46,083.00</div>

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

Joan E. Schexnayder

11/28/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the Parish President to enter into a contract for engineering services with Aucoin & Associates, Inc., for the Civic Center Sidewalks, State Project No. H.012338.5.

WHEREAS, the Administration and the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, are desirous of constructing ADA compliant sidewalks on both sides of Civic Center Boulevard from LA 311 to LA 182, and

WHEREAS, the sidewalks will improve safety of pedestrians along Civic Center Boulevard, and

WHEREAS, funds have been appropriated out of the Surface Transportation Program for the financing for the improvements for the project under the direct administration of the Louisiana Department of Transportation and Development, and

WHEREAS, the Terrebonne Parish Consolidated Government has entered into a City-State agreement with the Louisiana Department of Transportation and requiring specific work to be performed relative to this project, and

WHEREAS, the Terrebonne Parish Consolidated Government has agreed to the 20% local match for both engineering and construction of this project.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to enter into a contract between Aucoin & Associates, Inc. and the Terrebonne Parish Consolidated Government for Civic Center Blvd Sidewalks, State Project No. H.012338.5.

Category Number:
Item Number: 2.



Monday, December 11, 2017

Item Title:

LA 24 Sidewalk Rehab Engineering Agreement

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into a contract for engineering services with GIS Engineering, LLC, for LA 24 Sidewalk Rehab, State Project No. H.012339.5.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/28/2017	Executive Summary
Resolution	11/28/2017	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
LA 24 Sidewalk Rehab

PROJECT SUMMARY (200 WORDS OR LESS)
ADA compliant sidewalks on both sides of LA 24 from Barataria Avenue to New Orleans Boulevard.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This agreement hires GIS Engineering, LLC to perform the design services for the sidewalks along LA 24.

TOTAL EXPENDITURE		
\$91,748.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<div><u>YES</u></div> <div>IF YES AMOUNT BUDGETED:</div> <div>\$91,748.00</div>

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

Joan E. Schexnayder

11/28/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the Parish President to enter into a contract for engineering services with GIS Engineering, LLC, for LA 24 Sidewalk Rehab, State Project No. H.012339.5.

WHEREAS, the Administration and the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, are desirous of rehabilitating the sidewalks along LA 24 for compliance with ADA, and

WHEREAS, the sidewalks will improve safety of pedestrians along LA 24 from Barataria Avenue to New Orleans Boulevard, and

WHEREAS, funds have been appropriated out of the Surface Transportation Program for the financing for the improvements for the project under the direct administration of the Louisiana Department of Transportation and Development, and

WHEREAS, the Terrebonne Parish Consolidated Government has entered into a City-State agreement with the Louisiana Department of Transportation and requiring specific work to be performed relative to this project, and

WHEREAS, the Terrebonne Parish Consolidated Government has agreed to the 20% local match for both engineering and construction of this project.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to enter into a contract between GIS Engineering, LLC and the Terrebonne Parish Consolidated Government for LA 24 Sidewalk Rehab, State Project No. H.012339.5.

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

Category Number:
Item Number: 3.



Monday, December 11, 2017

Item Title:

2018 Electric Generation Division Water Treatment Chemical Purchase

Item Summary:

RESOLUTION: Authorizing a contract with Delta Chemical Corporation, for water treatment chemical services and supplies in accordance with the State Contract Commodity Catalog, contract number 4400006002.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/29/2017	Executive Summary
Resolution	11/29/2017	Resolution
Backup Material	11/29/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2018 Electric Generation Division Water Treatment Chemical Purchase

PROJECT SUMMARY (200 WORDS OR LESS)

Authorize Delta Chemical Corporation as the Electric Generation Division water treatment provider and authorize state contract number 4400006002 for chemical purchases.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Corrosion inhibitor products, Delta Chemical Corporation provides chemical for the treatment of condensate, boiler feedwater, and cooling tower treatment. Delta Chemical Corporation offers state contract discounts, contract number 4400006002.

TOTAL EXPENDITURE

\$75,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

☒ ACTUAL

☐ ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

☒ YES

IF YES AMOUNT
BUDGETED:

\$75,000.00

301-802-8235-01

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

☒ PARISHWIDE

1 2 3 4 5 6 7 8 9

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing a contract with Delta Chemical Corporation, for water treatment chemical services and supplies in accordance with the State Contract Commodity Catalog, contract number 4400006002.

WHEREAS, the Terrebonne Parish Consolidated Government, Department of Utilities, Electric Generation Division (the Department/Division purchases chemicals from the Louisiana State Purchase Contract Commodity Catalog contract number 4400006002 for boiler feedwater, condensate and cooling water, and,

WHEREAS, Terrebonne Parish Consolidated Government, Department of Utilities, Electric Generation Division has budgeted funds available for chemical purchase, and

WHEREAS, the Department of Utilities, Electric Generation Division estimates total charges of \$75,000.00, and

WHEREAS, the Department and Parish Administration concur with this recommendation, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government that the Parish President, Gordon Dove, is hereby authorized to execute any and all contract documents associated therewith.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of _____ 20____.

I, VENITA CHAUVIN, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 20__ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 20__.

VENITA CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



STATE OF LOUISIANA

Competitive Contract

Vendor: 310014121
Company
DELTA CHEMICAL CORP
757 CENTRAL AVENUE
JEFFERSON LA 70121
Phone : 5047330630
Fax : 5047330634

T Number: 92112
Version: 10
LAPS Contract: No
Fiscal Year: 2015
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400006002
Description: DELTA B/N WATER TREATMENT CHEMICALS

Buyer Information
Name: DARYL MOORE
Tel Number: 225-342-5533
Email: daryl.moore@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
03/01/2015 - 02/28/2018

Supplier Text: Brand Name Janitorial Chemicals Contract

Notice to Vendor:

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		WATER TREATMENT & SUPPLY EQUIPMENT	47101500		0.00000	

Recommending Approval: _____

Approved by: _____

Contract number: 4400006002 T Number: 92112	Vendor: 310014121 Distributor Contract: NO	Page 2 of 3
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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING

Contract number: 4400006002 T Number: 92112	Vendor: 310014121 Distributor Contract: NO	Page 3 of 3
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NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

Category Number:
Item Number: 4.



Monday, December 11, 2017

Item Title:

Construction Award - Multi-Agency Safe Room

Item Summary:

RESOLUTION: Awarding and authorizing the signing of the construction Contract for Parish Project No. 14-SAFE-02, Multi-Agency Safe Room, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/30/2017	Executive Summary
Resolution	11/30/2017	Resolution
Backup Material	11/30/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
14-SAFE-02	Multi-Agency Safe Room for First Responders Project (HMGP)

PROJECT SUMMARY (200 WORDS OR LESS)
To construct a new Multi-Agency Safe Room for First Responders Project

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This resolution allow for the awarding of the bid to Thomassie Construction, Inc.

TOTAL EXPENDITURE		
Base Bid - \$2,328,500.00		
Alternate No. 1 - \$3,900.00		
Total - \$2,332,400.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL		ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$2,587,422.00

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

Jeanne P. Bray

11/29/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution awarding and authorizing the signing of the construction Contract for Parish Project No. 14-SAFE-02, Multi-Agency Safe Room, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

WHEREAS, the Terrebonne Parish Consolidated Government did receive construction bids on Parish Project No. 14-SAFE-02, Multi-Agency Safe Room, Terrebonne Parish, Louisiana, and,

WHEREAS, the lowest bid was that submitted by Thomassie Construction, Inc. in the amount of \$2,328,500.00 Base Bid, \$3,900.00 Alternate No. 1, for a total cost of \$2,332,400.00, and

WHEREAS, the Parish is desirous of moving forward with the construction of the Multi-Agency Safe Room Project, and

WHEREAS, the construction award is contingent upon a budget amendment, and

NOW, THEREFORE, BE IT RESOLVED that the Terrebonne Parish Consolidated Government award the construction contract to Thomassie Construction, Inc., in the overall amount of \$2,332,400.00, and

BE IT FURTHER RESOLVED, that the President of Terrebonne Parish Consolidated Government, be and he is hereby authorized and empowered to sign a construction contract for and on behalf of the Terrebonne Parish Consolidated Government with Thomassie Construction, Inc., upon receipt of the performance bond in the amount of the contract price and contingent upon a budget amendment, and

BE IT FURTHER RESOLVED, that upon receipt of required certificates of insurance evidencing coverage as provided in the project specifications and upon execution and recordation of all contract documents, that the Engineer is hereby authorized to issue the Notice to Proceed to the Contractor to commence construction of the project, and

WHEREUPON the motion was put to a vote and the vote thereon was as follows:

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



Houston J. Lirette, Jr.
A Professional Architectural Corporation

NCARB Certified

American Institute of Architects

November 29, 2017

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Attention: Nia Picou-Bowens, E.I.

Re: Multi Agency Safe Room

Terrebonne Parish Consolidated Government
Project No. 14-SAFE-02
Recommendation for Acceptance

Dear Nia;

Please accept this letter as recommendation for the acceptance of the Base bid, including Alternate #1 from Thomassie Construction, Inc., LLC, Louisiana License #24904, on the above referenced project in the amount of \$2,332,400.00, contingent upon Parish Council budget amendment.

All requirements of the request for bids appear to be included in their proposal.

Should you have any questions concerning the above, please feel free to call.

Sincerely,

Houston J. Lirette, Jr., AIA, NCARB

Cc: file



Monday, December 11, 2017

Item Title:

Introduce ordinance - 3-Way Stop Riverview St. & Ravensaide Dr.

Item Summary:

Introducing an ordinance that will establish a "3-Way Stop" at the intersection of Riverview Street and Ravensaide Drive and calling a public hearing on Wednesday, January 10, 2018 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	12/6/2017	Budget Amendment
Request	12/6/2017	Backup Material

OFFERED BY: MR. D. W. GUIDRY, SR.
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE AMENDING THE PARISH CODE OF TERREBONNE PARISH, CHAPTER 18, ARTICLE IV. OPERATION OF VEHICLES, DIVISION 2. PARISH, SECTION 18-88 TO ESTABLISH A “3-WAY STOP” AT THE INTERSECTION OF RIVERVIEW STREET AND RAVENSAIDE DRIVE AND TO AUTHORIZE THE INSTALLATION OF THE APPROPRIATE SIGNS; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the Parish Code of Terrebonne Parish, Chapter 18, Article IV, Section 18-88 to create a “3 Way Stop” at the intersection of Riverview Street and Ravensaide Drive, as follows:

CHAPTER 18, Motor Vehicles and Traffic
ARTICLE IV, Operation of Vehicles
DIVISION 2. Parish
SECTION 18-88. Three-way stop intersections

(ADD TO LIST) Riverview Street and Ravensaide Drive

The intersection of Riverview Street and Ravensaide Drive shall be declared as a “3 Way Stop” intersection, and appropriate “3 Way Stop” signs shall be erected and maintained along said roadways. Any vehicle traveling on North Moss Drive and Coral Drive shall adhere to the provisions of this ordinance.

Venita Chauvin

From: Darrin W. Guidry
Sent: Thursday, November 30, 2017 3:28 PM
To: Venita Chauvin
Subject: Agenda Item

Please add the follow to the agenda:

An ordinance creating a three-way stop at the intersection of Riverview St and Ravensaide Dr.

Darrin Guidry
Councilman
Terrebonne Parish Council District 6
PO Box 2768
Houma, LA 70361
985-873-6412 (office)
985-873-6521 (fax)
985-688-6632 (cell)





Monday, December 11, 2017

Item Title:

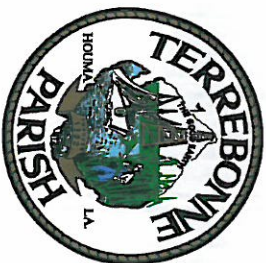
Awarding the Construction Contract for STP Levee Rehab at Cells 2&3

Item Summary:

RESOLUTION: Awarding and authorizing the signing of the construction contract for Parish Project No. 17-SEW-06, South Wastewater Treatment Levee Rehabilitation at Cells 2&3 Project, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/6/2017	Executive Summary
Resolution	12/6/2017	Resolution
Backup Material	12/6/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

17-SEW-06 South Wastewater Treatment Levee Rehabilitation at Cells 2&3 Project

PROJECT SUMMARY (200 WORDS OR LESS)

Rehabilitation of the South Wastewater Treatment Plant Levee.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This resolution allows for the awarding of the bid to Circle, LLC

TOTAL EXPENDITURE

\$648,030.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$750,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Signature

Benjamin E. Ruel

Date

12/5/17

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution awarding and authorizing the signing of the construction contract for Parish Project No. 17-SEW-06, South Wastewater Treatment Levee Rehabilitation at Cells 2&3 Project, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

WHEREAS, the Terrebonne Parish Consolidated Government did receive construction bids on Parish Project No. 17-SEW-06, South Wastewater Treatment Levee Rehabilitation at Cells 2&3 Project, Terrebonne Parish, Louisiana, and,

WHEREAS, the responsive low bid was that submitted by Circle, LLC, in the amount of \$608,880.00 for the Base Bid and \$39,150.00 for Alternate No. 1 for a total bid amount of \$648,030.00, and

NOW, THEREFORE, BE IT RESOLVED that the Terrebonne Parish Consolidated Government award the construction contract to Circle, LLC, in the amount of \$648,030.00, and

BE IT FURTHER RESOLVED, that the President of Terrebonne Parish Consolidated Government, be and he is hereby authorized and empowered to sign a construction contract for and on behalf of the Terrebonne Parish Consolidated Government with Circle, LLC, upon receipt of the performance bond in the amount of the contract price, and

BE IT FURTHER RESOLVED, that upon receipt of required certificates of insurance evidencing coverage as provided in the project specifications and upon execution and recordation of all contract documents, that the Engineer is hereby authorized to issue the Notice to Proceed to the Contractor to commence construction of the project, and

WHEREUPON the motion was put to a vote and the vote thereon was as follows:

YEAS:
NAYS:
NOT VOTING:
ABSENT

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

* * * * *

I, VENTIA 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



December 4, 2017

Terrebonne Parish Consolidated Government
Pollution Control
2000 St. Louis Canal Rd.
Houma, Louisiana 70360

Attention: Mr. Gregory E. Bush, Lt. Col, USA, Retired - Pollution Control Administrator

Subject: Bid Evaluation & Award Recommendation

**Reference: South Wastewater Treatment Levee Rehabilitation Project
Cells 2 & 3
Parish Project No. 17-SEW-06
GIS Project No. 39130-1046/1047**

Mr. Bush:

GIS Engineering, LLC has reviewed the bids received on October 31, 2017 for the above referenced project. This letter addresses our findings and recommendations. The bid results are listed below:

	Contractor Name	Base Bid	Alternate No. 1
1	Lemoine Industrial Group	\$541,495.00	\$39,420.00
2	Circle, LLC	\$608,880.00	\$39,150.00
3	Lil Man Construction, LLC	\$723,755.00	\$28,991.25
4	SEMS, Inc.	\$868,200.00	\$37,125.00

Enclosed herewith is the "Bid Evaluation Summary" containing the evaluation results of the bids received and the "Bid Tabulation Summary" outlining each of the dollar amounts of the received bids.

EVALUATION

Lemoine Industrial Group was the apparent low bidder at the time of the bid in the amount of \$541,495.00 for the base bid and \$39,420.00 for Bid Alternate No. 1. After evaluation of the bid the following was found:

- Contractor failed to include written evidence of authority of the person signing the bid for public works, as stated in Section B, Paragraph 10.3.2 in accordance with LA R.S. 38:2212 (B)(5). Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

Based on the discrepancy stated above, the bid has been deemed as "non-responsive." The next apparent low bidder was Circle, LLC with a base bid of \$608,880.00 and \$39,150.00 for Bid Alternate No. 1. All bid documents were submitted as required and in compliance with the Contract Documents and bid law.

RECOMMENDATION:

Based on our evaluation and contingent upon concurrence by the Terrebonne Parish Consolidated Government and its legal counsel, GIS Engineering, LLC recommends award of the Base Bid and Alternate No. 1 for the South Wastewater Treatment Levee Rehabilitation Project at Cells 2 & 3 Contract to the responsive low bidder, **Circle, LLC**, in the amount of **SIX HUNDRED FORTY-EIGHT THOUSAND, THIRTY DOLLARS AND ZERO CENTS (\$648,030.00)**.

If you have any questions or require any additional information, please contact me at (985) 219-1000.

Sincerely,



Christopher J. Jeanice, P.E.

Project Manager
GIS Engineering, LLC

Enclosures

Cc: Mr. Oneil Malbrough – GIS
Dustin Malbrough – GIS
Mariann Alvarez – GIS
Ashley Callahan – TPCG



Terrebonne Parish Consolidated Government
South Wastewater Treatment Plant Levee Rehabilitation Project
at Cells 2 & 3
TPCG Project No. 17-SEW-06
GIS Project No. 39130-1046/1047

Bid Opening Summary
Tuesday, October 31, 2017
2:00 PM

			Bid Amount (As Read at Bid Opening)	
	Company Name	License No.	Base Bid	Alternate No. 1
1	<i>Lemoine Industrial Group</i>	50190	\$ 541,495.00	\$ 39,420.00
2	<i>Circle, LLC</i>	2074	\$ 608,880.00	\$ 39,150.00
3	<i>Lil Man Construction, LLC</i>	57730	\$ 723,755.00	\$ 28,991.25
4	<i>SEMS, Inc.</i>	27770	\$ 868,200.00	\$ 37,125.00



Terrebonne Parish Consolidated Government
South Wastewater Treatment Plant Levee Rehabilitation Project
at Cells 2 3
TPCG Project No. 17-SEW-06
GIS Project No. 39130-1046/1047



Bid Tabulation

Ref No.	Description	Qty.	UOM	Engineer's Estimate		Lemoine Industrial Group		Circle,LLC		Lil Man Construction, LLC		SEMS, Inc	
				Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.	Unit Price	Unit Price Ext.
1	Mobilization & Demobilization	1	LS	\$ 53,314.00	\$ 53,314.00	\$ 49,227.00	\$ 49,227.00	\$ 40,000.00	\$ 40,000.00	\$ 105,625.00	\$ 105,625.00	\$ 125,000.00	\$ 125,000.00
2	Clearing & Grubbing	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 12,400.00	\$ 12,400.00	\$ 26,000.00	\$ 26,000.00	\$ 6,090.00	\$ 6,090.00	\$ 25,000.00	\$ 25,000.00
3	Embankment (including hauling, placing to lines and grades, and compacting)	10,000	Cubic Yards	\$ 17.25	\$ 172,500.00	\$ 31.21	\$ 312,100.00	\$ 30.00	\$ 300,000.00	\$ 37.00	\$ 370,000.00	\$ 40.00	\$ 400,000.00
4	Erosion Control Mats	43,200	Sq Ft	\$ 8.05	\$ 347,760.00	\$ 3.74	\$ 161,568.00	\$ 5.40	\$ 233,280.00	\$ 5.45	\$ 235,440.00	\$ 7.25	\$ 313,200.00
5	Seeding	2	Acres	\$ 690.00	\$ 1,380.00	\$ 3,100.00	\$ 6,200.00	\$ 4,800.00	\$ 9,600.00	\$ 3,300.00	\$ 6,600.00	\$ 2,500.00	\$ 5,000.00
Total Base Bid:				\$	586,454.00	\$	541,495.00	\$	608,880.00	\$	723,755.00	\$	868,200.00
6	6" Thick No. 610 Limestone for Levee Crown	675	Tons	\$ 51.75	\$ 34,931.25	\$ 58.40	\$ 39,420.00	\$ 58.00	\$ 39,150.00	\$ 42.95	\$ 28,991.25	\$ 55.00	\$ 37,125.00
Total Alternate No 1:				\$	34,931.25	\$	39,420.00	\$	39,150.00	\$	28,991.25	\$	37,125.00



Terrebonne Parish Consolidated Government
South Wastewater Treatment Plant Levee Rehabilitation Project
at Cells 2 & 3
TPCG Project No. 17-SEW-06
GIS Project No. 39130-1046/1047
Bid Evaluation



		Contractor Name:	Lemoine Industrial Group	Circle, LLC	Lil Man Construction, LLC	SEMS, Inc.
		Base Bid:	\$ 541,495.00	\$ 608,880.00	\$ 723,755.00	\$ 868,200.00
		Alternate No. 1	\$ 39,420.00	\$ 39,150.00	\$ 28,991.25	\$ 37,125.00
Misc.	Delivered prior to 2:00 p.m.		Y	Y	Y	Y
	Proposal Sealed in an envelope including Name and Address of Bidder		N/A - Submitted Online	N/A - Submitted Online	Y	N/A - Submitted Online
	Envelope States:					
	South Wastewater Treatment Plant Levee Rehabilitation Project at Cells 2 & 3 TPCG Project No. 17-SEW-06		N/A - Submitted Online	N/A - Submitted Online	Y	N/A - Submitted Online
License Verification	Licensed Contractor in the State of Louisiana		Y	Y	Y	Y
	Work Classification: Highway, Street, and Bridge Construction and/or Heavy Construction		Y	Y	Y	Y
	Shows License Number on the outside of the Sealed Envelope Containing Bid		N/A - Submitted Online	N/A - Submitted Online	Y	N/A - Submitted Online
Bid Form	Submitted on Proposal Forms provided In the Contract Documents		Y	Y	Y	Y
	All blank spaces on Bid Forms shall be filled in ink, or typed, in both words and figures (if word and figure disagree the word shall be binding)		Y	Y	Y	Y
	If any corrections are made, the alteration must be crossed out, the correct number written, and the change should be initialed		No Corrections Made	No Corrections Made	No Corrections Made	No Corrections Made
	Written evidence of authority of the person signing the bid for public works submitted at the time of bidding in accordance with LA R.S. 38:2212 (B) (5)		N	Y	N	Y
	Contractor's State License Number is Typed/Printed below the firm name and signature on the Bid Form		Y	Y	Y	Y
	Includes verification of receipt of Addenda (the numbers of which filled in on the Proposal Document Form - 1 total		Number Only	Y	Number Only	Y
	Includes the address to which communications regarding the Bid are to be directed		Y	Y	Y	Y
	Bid Guaranty in amount of 5% of Proposal Made payable to "Terrebonne Parish Consolidated		Y	Y	Y	Y
Bid Bond	Bid Bond signed by an authorized officer, owner or partner of the bidding firm, or an agent or attorney-in-fact		Y	Y	Y	Y
	Bid Bond signed by the surety's agent or attorney-in-fact		Y	Y	Y	Y
	Bid Bond shall be accompanied by a notarized document granting general power of attorney to the surety's signer		Y	Y	Y	Y
	Bid Bond shall be written by a surety or insurance company currently on the US Dept. of the Treasury Financial Management Service's list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least a A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide		Y	Y	Y	Y
	Bids by corporations shall state the full legal corporate name thereof, and the corporate address and the state of incorporation		N, does not include LLC	Y	Y	Y
Corporation Partnerships	Bid by partnerships must indicate the legal name of the partnership, with the official address of the partnership and state of formation of partnership		N/A	N/A	N/A	N/A
	Evidence of Corporate or Partnership Authority Included in the bid Documents		N	Y	N	Y
Specification Compliance	Contractor in compliance with all requirements of Special Provisions and Technical Specifications		Y	Y	Y	Y



Monday, December 11, 2017

Item Title:

Proposed Amendment to Gustav/Ike Disaster Recovery Plan

Item Summary:

RESOLUTION: AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AN AMENDMENT TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN BUDGET TO THE STATE OF LOUISIANA AND HUD TO COMPLY WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/7/2017	Executive Summary
Resolution	12/7/2017	Resolution
Backup Material	12/7/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Proposed Amendment to Gustav/Ike Disaster Recovery Plan

PROJECT SUMMARY (200 WORDS OR LESS)
Proposed changes to the Gustav/Ike Disaster Recovery Plan regarding specific infrastructure and housing projects throughout the Parish.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Adopt changes to the Gustav/Ike Disaster Recovery Plan (CDBG) budget to reflect reallocation of funds among various projects completed and in process.

TOTAL EXPENDITURE				
N/A				
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)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

Jeanne P. Bray

11/02/2017

Signature

Date

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AN AMENDMENT TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN BUDGET TO THE STATE OF LOUISIANA AND HUD TO COMPLY WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.

WHEREAS, the Terrebonne Parish Consolidated Government has been awarded Community Development Block Grant (CDBG) funding as a result of the damage caused by Hurricanes Gustav and Ike; and

WHEREAS, DPW Administration Building Project is in need of additional funds for installation of fuel lines to supply generator power to the classroom, drainage, administration, and wash rack buildings, and other associated work; and

WHEREAS, the construction contracts for Gray Sewerage and Ward 7 Levee Projects were awarded under budget; and

WHEREAS, funds from Gray Sewers and Ward 7 Levee Projects will be transferred to cover the shortfall for the DPW Administration Building Project; and

WHEREAS, this resolution will rescind Resolution No. 17-358 that would have transferred funds from the Gray Sewerage Project to the DPW Administration Building Project; and

WHEREAS, through the proper public approval process the funds can be reallocated from one project to another as reflected in Attachment A; and

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that that the Parish President, Gordon E. Dove, is authorized to sign, submit and implement the recommended amendment to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan regarding the projects in Attachment A.

ATTACHMENT A

Terrebonne Parish Consolidated Government

CDBG Disaster Recovery Program

Gustav/Ike Disaster Recovery Plan

Proposed Plan Amendment _ Specific Infrastructure and Housing Projects

Project Number	Title	Category	Status	Original Funding	Increase/ Reduction	Resulting Status	Total Committed
55PARAM2102	Ward 7 Levee	Infrastructure	Priority	\$ 21,365,524.89	\$ (155,000.00)	Priority	\$ 21,210,524.89
55PARAM2302	Gray Facility	Infrastructure	Priority	\$ 2,205,420.48	\$ (4.48)	Completed	\$ 2,205,416.00
55PARAM3308	DPW Administration Building	Infrastructure	Priority	\$ 5,990,340.66	\$ 155,004.48	Priority	\$ 6,145,345.14
				\$29,561,286.03	\$ -		\$29,561,286.03



Monday, December 11, 2017

Item Title:

Amendment No. 3 Upper Little Caillou Drainage Pump Station

Item Summary:

RESOLUTION: Providing approval of Amendment No. 3 to the Engineering Agreement for Parish Project No. 13-DRA-22, Upper Little Caillou Pump Station (HMGP), Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/7/2017	Executive Summary
Resolution	12/7/2017	Resolution
Backup Material	12/7/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
13-DRA-22	Upper Little Caillou Pump Station (HMGP)

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a new pump station

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Amendment No. 3 consists of an increase of \$4,850.00 in Basic Services due to additional work requested by TPCG and compliance of permit code requirements.

TOTAL EXPENDITURE	
\$4,850.00	
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:
	\$5,879,485.00

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

Jeanne P. Bray

12/05/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 3 to the Engineering Agreement for Parish Project No. **13-DRA-22, Upper Little Caillou Pump Station (HMGP)**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Providence Engineering & Design, LLC dated June 17, 2013, recordation number 1429434, for the Upper Little Caillou Pump Station Project identified as Parish Project 13-DRA-22, and

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

WHEREAS, modifications to the pump station sump were made to accommodate a future larger pump, and

WHEREAS, due to the need to increase submergence, Providence redesigned the sump lowering it to an elevation of 13.0', and

WHEREAS, the pump station building was redesign to comply with the permit requirements of a Category III, 164 mph wind load, and

WHEREAS, 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 task in the engineering agreement by \$4,850.00, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve Amendment No. 3 to the Engineering Agreement for an increase of \$4,850.00 in Basic Services and authorizes Parish President Gordon E. Dove to execute Amendment No. 3 to the Engineering Agreement for the Upper Little Caillou Drainage Improvements Project Parish Project No. 13-DRA-22, with Providence Engineering & Design, LLC; and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, Providence Engineering & Design, 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. 3
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 3, 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

PROVIDENCE ENGINEERING & DESIGN, LLC, represented herein by Clay Breaud, duly authorized Company Manager (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 June 17, 2013, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated June 17, 2013, to the entitled **Upper Little Caillou Drainage Pump Station (HMGP)**, identified as **Parish Project No. 13-DRA-22**, and

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

WHEREAS, modifications to the pump station sump were made to accommodate a future larger pump, and

WHEREAS, due to the need to increase submergence, Providence redesigned the sump lowering it to an elevation of 13.0', and

WHEREAS, the pump station building was redesign to comply with the permit requirements of a Category III, 164 mph wind load, and

WHEREAS, 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 task in the engineering agreement by \$4,850.00, 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:

Phase I (Preliminary) - \$141,000.00 Lump Sum

Phase II (Final) - \$217,150.00 Lump Sum

Authorization from OWNER must be obtain
Before beginning any phase of the project.

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 - 2013". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

Phase 1

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDATION INCREASE</u>	<u>NEW LIMIT</u>
2.1.2.	Topographic & Elevation Survey and Equipment	\$ 69,500.00		\$ 69,500.00
2.1.17.	Hydrologic & Hydraulic Modeling	\$ 23,400.00		\$ 23,400.00
2.1.17	Structure Cost/Damage Evaluation Useful Life	\$ 18,700.00		\$ 18,700.00
2.1.17.	Utility Coordination	\$ 4,000.00		\$ 4,000.00
2.1.17	Permit Approvals	\$ 8,500.00		\$ 8,500.00
2.1.17	Wetland Delineation	\$ 6,000.00		\$ 6,000.00
2.1.17	Assist in FEMA Application & Environmental Record Review	\$ 11,000.00 \$ 14,000.00		\$ 11,000.00 \$ 14,000.00
2.1.2.	Geotechnical Investigation	\$ 28,000.00		\$ 28,000.00
2.1.17.	SCADA & Telemetry Specialization Design	\$ 10,000.00		\$ 10,000.00
2.1.17	Total	\$193,100.00		\$193,100.00

Phase 2

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDATION INCREASE</u>	<u>NEW LIMIT</u>
2.1.17	Davis Bacon Compliance	\$ 12,000.00	\$ 0.00	\$ 12,000.00
2.1.17	O&M Manuals & Start-Up	\$ 5,400.00	\$ 0.00	\$ 5,400.00
2.1.17	Record Drawing	\$ 4,000.00	\$ 0.00	\$ 4,000.00
	Total	\$ 21,400.00	\$ 0.00	\$ 21,400.00

Section 5, Paragraph 5.1.2.2, 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 OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: None at this time

Section 5, Paragraph 5.1.5, 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 **Phase II: \$90,500.00**

Amend Section 5, Paragraph 5.1.5, 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 **Phase II: \$14,500.00**

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 **Phase I: \$193,100.00; Phase II: 126,400.00** 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

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

ENGINEER
PROVIDENCE ENGINEERING
& DESIGN, LLC

BY: _____
Clay Breaud
Company Manager

WITNESSES:

WITNESSES:



Project No. 441-069-PED

November 30, 2017

Ms. Jeanne Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Re: Amendment No. 3
Parish Project No. 13-DRA-22
Upper Little Caillou Drainage Pump Station
(HMGP)
Terrebonne Parish, Louisiana

Dear Ms. Bray:

As you are aware, modifications to the pump station sump were made to accommodate a future larger pump. Due to the need to increase submergence, Providence re-designed the sump lowering it to elevation -13.0'. Also, as you are aware, the pump station building was redesigned to comply with the permit requirements of a Category III, 164 mph wind load.

Providence is requesting, for your consideration, an amendment to the engineering agreement for an increase of \$4,850.00 for Basic Services.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Providence Engineering and Design, LLC

Bryan Breaud, PE

BB/md



Monday, December 11, 2017

Item Title:

Amendment 02 - Six Foot Ditch Levee Improvements

Item Summary:

RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for Parish Project No. 15-LEV-27, Six Foot Ditch Levee Improvements, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/7/2017	Executive Summary
Resolution	12/7/2017	Resolution
Backup Material	12/7/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
15-LEV-27	Six Foot Ditch Levee

PROJECT SUMMARY (200 WORDS OR LESS)
Levee improvements to Six Foot Ditch

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Amendment No. 1 consists of an increase of \$5,615.00 to Geotechnical Analysis and Coordination due to additional analysis required in order to construct the levee within the existing servitude.

TOTAL EXPENDITURE				
\$5,615.00				
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:	N/A

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

Jeanne P. Bray

12/05/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 2 to the Engineering Agreement for Parish Project No. **15-LEV-27, Six Foot Ditch Levee Improvements**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Providence Engineering and Design, LLC dated September 30, 2015, recordation number 1491014, for the Six Foot Ditch Levee Improvements, identified as Parish Project 15-LEV-27, and

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

WHEREAS, the levee improvements to the Six Foot Ditch Levee Improvements was awarded, and

WHEREAS, additional analysis was required in order to construct the levee within the existing servitude, and

WHEREAS, the above work will increase the additional services section by \$5,615.00, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 2 to the Engineering Agreement for an increase of \$5,615.00 in Additional Services and authorizes Parish President Gordon E. Dove to execute this Amendment No. 2 to the Engineering Agreement for the Six Foot Ditch Levee Improvements, Parish Project No. 15-LEV-27, with Providence Engineering and Design, LLC, 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:
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. 2
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 2, 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, herein represented by its duly authorized President, Gordon E. Dove (hereafter sometimes referred to as “OWNER”), and

PROVIDENCE ENGINEERING AND DESIGN, LLC, represented herein by Clay Breaud, duly authorized Company Manager (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 December 5, 2014, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated September 30, 2015, to the entitled **Six Foot Ditch Levee Improvements Project**, identified as **Parish Project No. 15-LEV-27**, and

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

WHEREAS, the levee improvements to the Six Foot Ditch Levee was awarded, and

WHEREAS, additional analysis was required in order to construct the levee within the existing servitude, and

WHEREAS, the above work will increase the additional services section by \$5,615.00, and

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

Section 5, Paragraph 5.1.2.1, reads 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:

Lump Sum of \$66,600.00

Amend Section 5, Paragraph 5.1.2, to read as follows:

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services 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 - 2015"**. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOM. INCREASE</u>	<u>NEW LIMIT</u>
2.1.1	Topography Survey & Elevation Survey	\$30,000.00		\$30,000.00
2.1.12	Permitting	\$10,000.00		\$10,000.00
2.1.12	Geotechnical Investigation & Coordination	\$9,000.00	\$5,615.00	\$14,615.00
2.1.12	Record Drawings	\$4,000.00		\$4,000.00
2.1.12	Wetland Determination	\$13,000.00		\$13,000.00
2.1.12	Servitude Plat & Coordination	\$23,000.00		\$23,000.00
		<u>\$89,000.00</u>		<u>\$94,615.00</u>

Amend Section 5, Paragraph 5.1.2.2, to read 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 OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **Not at this time**

Section 5, Paragraph 5.1.2.4, 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 **\$30,000.00**

Section 5, Paragraph 5.1.3, reads 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: **\$6,500.00**

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 **\$131,115.00**, 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

BY: _____

Gordon E. Dove
Parish President

ENGINEER:

PROVIDENCE ENGINEERING
AND DESIGN, LLC

BY: _____

Clay Breaud
Company Manager

WITNESSES:

WITNESSES:



Project No. 441-099-PED

November 30, 2017

Ms. Jeanne Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Re: Amendment No. 1
Parish Project No. 15-LEV-27
Six Foot Ditch Levee Improvements
Terrebonne Parish, Louisiana

Dear Ms. Bray:

As you are aware, the levee project is about to begin construction for the referenced project. In the original contract, Providence estimated \$9,000.00 for Geotechnical Analysis and Coordination. Additional analysis was required in order to construct the levee within the existing servitude. The total cost for geotechnical analysis was \$14,615.00.

Providence is requesting, for your consideration, an amendment to the engineering agreement for an increase of \$5,615.00 for Geotechnical Analysis and Coordination.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Providence Engineering and Design, LLC

Bryan Breaud, PE

BB/md



Monday, December 11, 2017

Item Title:

Amendment No. 2 - Ellendale Levee Improvements

Item Summary:

RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for Parish Project No. 14-DRA-44, Ellendale Levee Rehabilitation Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/7/2017	Executive Summary
Resolution	12/7/2017	Resolution
Backup Material	12/7/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
14-DRA-44	Ellendale Levee Rehab

PROJECT SUMMARY (200 WORDS OR LESS)
The rehabilitation of the Ellendale Levee system

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Amendment No. 2 consists of an increase of \$4,250.00 for Basic Services and \$4,500.00 for Project Rep due to additional work requested by TPCG.

TOTAL EXPENDITURE				
\$8,750.00				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	N/A

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

Jeanne P. Bray

12/5/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 2 to the Engineering Agreement for Parish Project No. **14-DRA-44, Ellendale Levee Rehabilitation Project**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Providence Engineering and Design, LLC dated December 5, 2014, recordation number 1469264, for the Ellendale Levee Rehabilitation Project, identified as Parish Project 14-DRA-44, and

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

WHEREAS the construction of Ellendale Levee Project is near complete, and

WHEREAS, TPCG requested the installation of a sheetpile wall, additional ditch sweeping, and pavement replacement to the project, and

WHEREAS, additional funds were requested for additional project representative services to oversee the additional work and the design and construction administration of the additional work requested, and

WHEREAS, an additional 60 days was added due to the extra work requested, and

WHEREAS, the above work will increase the basic services section by \$4,250 and additional services section by \$4,500.00, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 2 to the Engineering Agreement for an increase of \$4,250.00 in Basic Services and \$4,500.00 in Additional Services and authorizes Parish President Gordon E. Dove to execute this Amendment No. 2 to the Engineering Agreement for the Ellendale Levee Rehabilitation Project Parish Project No. 14-LEV-44, with Providence Engineering and Design, LLC, 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:

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. 2
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 2, 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, herein represented by its duly authorized President, Gordon E. Dove (hereafter sometimes referred to as "OWNER"), and

PROVIDENCE ENGINEERING AND DESIGN, LLC, represented herein by Clay Breaud, duly authorized Company Manager (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 December 5, 2014, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated August 17, 2010, to the entitled **Ellendale Levee Rehabilitation Project**, identified as **Parish Project No. 14-DRA-44**, and

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

WHEREAS, the construction of Ellendale Levee Project is near complete, and

WHEREAS, TPCG requested the installation of a sheetpile wall, additional ditch sweeping, and pavement replacement to the project, and

WHEREAS, additional funds were requested for additional project representative services to oversee the additional work and the design and construction administration of the additional work requested, and

WHEREAS, an additional 60 days was added due to the extra work requested, and

WHEREAS, the above work will increase the basic services section by \$4,250 and additional services section by \$4,500.00, and

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

Amend Section 5, Paragraph 5.1.2.1, 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:

Lump Sum of \$67,550.00

Amend Section 5, Paragraph 5.1.2, to read as follows:

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services 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 - 2014"**. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOM. INCREASE</u>	<u>NEW LIMIT</u>
2.1.9	Topographic & Elevation Survey	\$42,200.00		\$42,200.00
2.1.9	Permitting	\$10,000.00		\$10,000.00
2.1.17	Geotechnical Analysis & Coord.	\$25,000.00		\$25,000.00
2.1.12	Record Drawings	\$5,000.00		\$5,000.00
2.1.1	Wetland Determination	\$15,000.00		\$15,000.00
2.1.17	Servitude Acquisition & Coord.	<u>\$25,000.00</u>		<u>\$25,000.00</u>
		\$122,200.00		\$122,200.00

Section 5, Paragraph 5.1.2.2, 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 OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **Not at this time**

Amend Section 5, Paragraph 5.1.2.4, to read 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 **\$49,500.00**

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: **\$10,300.00**

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 **\$182,000.00**, 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

BY: _____

Gordon E. Dove
Parish President

ENGINEER:

PROVIDENCE ENGINEERING
AND DESIGN, LLC

BY: _____

Clay Breaud
Company Manager

WITNESSES:

WITNESSES:



Project No. 441-096-PED

November 30, 2017

Ms. Jeanne Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Re: Amendment No. 2
Parish Project No. 14-DRA-44
Ellendale Levee Rehabilitation
Terrebonne Parish, Louisiana

Dear Ms. Bray:

As you are aware, the levee project is coming to an end. In addition to the original scope of work, a 45' sheetpile wall was added, additional ditch sweeping, and pavement replacement was also added. An additional 60-days was also added due to the extra work.

Providence is requesting, for your consideration, an amendment to the engineering agreement for an increase of \$4,250.00 for Basic Services and an increase of \$4,500.00 for Additional Services.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Providence Engineering and Design, LLC

Bryan Breaud, PE

BB/md

Category Number:
Item Number: 11.



Monday, December 11, 2017

Item Title:

Change Order No. 5 - DPW Administration Building

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 5 (Final) for the Construction Agreement for Parish Project No. 12-PW-CDBG-64, DPW Administrative Building, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/7/2017	Executive Summary
Resolution	12/7/2017	Resolution
Backup Material	12/7/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
12-PW-CDBG-64	DPW Administrative Building

PROJECT SUMMARY (200 WORDS OR LESS)
To construct a new DPW Administrative Building that will be the headquarters for Public Works Department and contain the Public Works Administration, Road & Bridge Division, Drainage Division, Vegetation Division, Sign Shop, and Fleet Maintenance Facility. The proposed location will reside in the Northern part of Terrebonne Parish with proximity to Highway 24/90 corridor, therefore having a higher flood elevation.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 5 (Final) consists of a credit for the unused portion of the Relocation of Infrastructure allowance.

TOTAL EXPENDITURE		
Credit of \$44,105.93		
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:		\$5,540,341.00

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

Jeanne P. Bray

11/21/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 5 (Final) for the Construction Agreement for Parish Project No. 12-PW-CDBG-64, DPW Administrative Building, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated July 25, 2014 with B.E.T. Construction, Inc., Recordation Number 1459258, for Parish Project No. 12-PW-CDBG-64, DPW Administrative Building, Terrebonne Parish, Louisiana, and

WHEREAS, the construction of the DPW Administrative Building Project is completed, and

WHEREAS, the construction contract included an allowance for relocation of infrastructure which allows the processing of change orders, and

WHEREAS, all change orders have been approved and incorporated into the project and funded through the Relocation of Infrastructure allowance leaving a surplus of Forty-Four Thousand, One Hundred and Five Dollars and Ninety-Three Cents (\$44,105.93), and

WHEREAS, this change order will decrease the overall contract price by Forty-Four Thousand, One Hundred and Five Dollars and Ninety-Three Cents (\$44,105.93), and

WHEREAS, Change Order No. 5 (Final) has been reviewed and approved by OCD, and

WHEREAS, this Change Order No. 5 (Final) has been recommended by the Engineer, Duplantis Design Group, PC, 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. 5 (Final) to the construction agreement with B.E.T. Construction, Inc. for Parish Project No. 12-PW-CDBG-64, DPW Administrative Building, Terrebonne Parish, Louisiana, for an decrease of Forty-Four Thousand, One Hundred and Five Dollars and Ninety-Three Cents (\$44,105.93) to the contract, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, Duplantis Design Group, PC.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Terrebonne Parish DPW Administrative Building Government Street Gray, LA	CONTRACT INFORMATION: Contract For: General Construction Date: July 25, 2014	CHANGE ORDER INFORMATION: Change Order Number: 005 Date: November 8, 2017
OWNER: <i>(Name and address)</i> Terrebonne Parish Consolidated Government P.O. Box 2768 Houma, LA 70361	ARCHITECT: <i>(Name and address)</i> Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301	CONTRACTOR: <i>(Name and address)</i> B.E.T. Construction, Inc. P.O. Box 5658 Thibodaux, LA 70302

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This shall be the final, balancing Change Order to credit the remaining unused portion of the Relocation of Infrastructure Allowance back to the Owner. Accounting of the Relocation of Infrastructure Allowance has been provided in previous Change Orders #1 through #4.

The original Contract Sum was	\$ 5,069,300.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 5,069,300.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 44,105.93
The new Contract Sum including this Change Order will be	\$ 5,025,194.07
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be January 11, 2016.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Duplantis Design Group, PC	B.E.T. Construction, Inc.	Terrebonne Parish Consolidated Government
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Lloyd A. Positerry, II, Vice President of Architectural Services	Emile Raynal, President	Michel H. Claudet, Parish President
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11/8/17	11/13/17	
DATE	DATE	DATE



**PAN AMERICAN
ENGINEERS, LLC**

Consulting Professional
Engineers and Land Surveyors

December 5, 2017

Terrebonne Parish
P. O. Box 2768
Houma, Louisiana 70361

Attention: The Honorable Gordon E. Dove, President

Re: Terrebonne Parish
DPW Administrative Building
Change Order No. 5
B.E.T. Construction, Inc. - Contractor
Project Number 55PARA3203
PAE Job No. 8470

Dear President Dove:

On behalf of OCD/DRU, we have reviewed the attached proposed Change Order No. 5 provided by Terrebonne Parish for the referenced project, and take no exception to the \$44,105.93 reduction in contract price, provided the reduction is mutually agreed upon by all contracting parties.

Change Order No. 5 provides a \$44,105.93 reduction to credit the remaining unused portion of the Relocation of Infrastructure Allowance back to the Owner.

Once the Change Order is fully executed, please have Duplantis Design Group, PC furnish us with a copy for our files.

Please note that this review is only to verify general conformance with project scope and cost in the grant application/amended applications and to determine reasonableness. Our review does not include a review against the Environmental Review Record (ERR), which shall be performed by the applicant or their representative to determine if changes or additional environmental clearances are needed. In addition, the review is non-technical in nature and does not include review of design, constructability, or compliance with codes, regulations, and public bid law.

(Continued)

December 5, 2017

Re: Terrebonne Parish
DPW Administrative Building
Change Order No. 5
B.E.T. Construction, Inc. - Contractor
Project Number 55PARA3203
PAE Job No. 8470



Page 2

If you have any questions or require additional information, please do not hesitate to contact our office for assistance.

Yours very truly,

PAN AMERICAN ENGINEERS, LLC

Thomas C. David, Jr.

TCDJr/jmg
Enclosure

cc: Ms. Lisa Samuels
OCD-DRU

Ms. Nia Picou-Bowens
Terrebonne Parish

Attachment: Change Order No. 5

**CDBG DISASTER RECOVERY
CHANGE ORDER REVIEW CHECKLIST**

Applicant: Terrebonne Parish

Project No.: 55PARA3203

Project Name: DPW Administrative Building

Document Reviewed: Change Order No. 5

Change Order Prepared By: Duplantis Design Group

Contractor: B.E.T. Construction, Inc.

CHANGE ORDER PROPOSAL

Approved Grant Amount = \$ 5,540,340.66

Bid Amount = \$ 5,069,300.00

Change Order Proposal = \$ -44,105.93

Previous Change Orders = \$

Revised Construction Cost = \$ 5,025,194.07

Revised CDBG Funded Amount = \$

1. Is the Change Order recommended by the Engineer or Architect of Record? Yes ☒ No ☐
 2. Has the Change Order been approved by the Applicant?
Pending approval of this review. Yes ☐ No ☒
 3. Does the intent of the Change Order match the following from the Grant Application:
 - a. Project Description Yes ☒ No ☐
 - b. Project Maps with Existing Conditions and proposed improvements. Yes ☒ No ☐
 4. Is the revised Project Scope the same as the original Application? Yes ☒ No ☐ N/A ☐
 5. Is the Change Order amount within the amount funded by the Application? Yes ☒ No ☐ N/A ☐
 6. Is the Change Order amount reasonable? Yes ☒ No ☐ N/A ☐
-

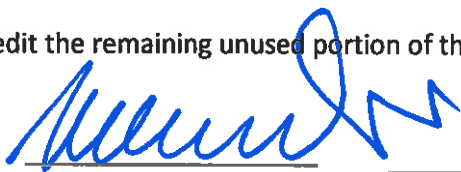
**CDBG DISASTER RECOVERY
CHANGE ORDER REVIEW CHECKLIST**

7. Is the Change Order documented in accordance with R.S. 38:2212.M.(5) related to labor, materials, equipment, overhead and profit?

Yes ☒ No ☐ N/A ☐

REASON FOR CHANGE ORDER

Credit the remaining unused portion of the Relocation of Infrastructure Allowance back to the Owner.



Reviewed by:
Thomas C. David, Jr.

Date: 12/5/2017

This review is only to verify general conformance with project scope and cost in the Grant Application and to determine if the Change Order costs are reasonable. The review is non-technical in nature and does not include review of design, constructability, or compliance with codes, regulations and public bid law.

SECTION 01215 - RELOCATION OF INFRASTRUCTURE

PART 1 - GENERAL

1.1 SCOPE

- A. Include in the Contract Sum the below specified amount for the "Relocation of Infrastructure" to be utilized as directed by the Owner for infrastructure improvements along North Campus Road.
- B. This amount shall be a line item on the Schedule of Values in the amount designated with adjustments listed separately as might be approved throughout the contract period.

1.2 RELOCATION OF INFRASTRUCTURE ALLOWANCE

- A. Include in the Contract Base Bid Amount a stipulated sum of **One Hundred Seventy-five Thousand Dollars (\$175,000.00)** as a "Relocation of Infrastructure" allowance on the project, a sum that is not allocated to specific work required of the Contract Documents, and will be utilized to fund Infrastructure project changes as the Owner deems necessary.
- B. Cost of changes applicable for the funding of this section shall be as outlined in Section I, General Conditions.
- C. "Relocation of Infrastructure" funds may only be utilized for changes approved in writing and based upon successfully negotiated lump sum amounts as per Section I, General Conditions. Written authorization on the part of the Owner shall require signature of the Owner's Representative, along with the Architect and Contractor's signatures, agreeing to any approved funded changes. All approved funded "Relocation of Infrastructure" changes shall be reconciled prior to Substantial Completion being granted on the project. Any approved funds for "Relocation of Infrastructure" un-used at the closeout of the project shall be credited to the Owner by the reconciling Change Order.

PART 2 – PRODUCTS *(not used)*

PART 3 – EXECUTION *(not used)*

END OF SECTION 01 2100



Monday, December 11, 2017

Item Title:

Electric Utility Locating Services

Item Summary:

RESOLUTION: Authorizing the signing of a contract for electric utility locating services in Terrebonne Parish, and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	12/7/2017	Cover Memo
Resolution	12/7/2017	Cover Memo
Contract - DRAFT	12/7/2017	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Electric Utility Locating Services	

PROJECT SUMMARY (200 WORDS OR LESS)

Perform underground facility/utility locating and marking services for TPCG Utilities Department, Electric Distribution Division's underground facilities/utilities in the service territory.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To assist the Electric Distribution Division in its commitment to providing underground service locates with the highest quality and safety. This service will greatly benefit local companies as well as our customers, as well as reducing our current budget expense.

TOTAL EXPENDITURE

\$35,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

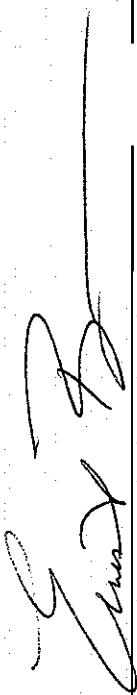
ACTUAL	ESTIMATED
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IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$50,000.00
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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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 _____ 12/7/17 _____

Signature

Date

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SIGNING OF A CONTRACT
FOR ELECTRIC UTILITY LOCATING SERVICES IN TERREBONNE
PARISH, AND TO PROVIDE FOR RELATED MATTERS**

WHEREAS, the Terrebonne Parish Consolidated Government did receive proposals for Electric Utility Locating Services in Terrebonne Parish, Louisiana; and

WHEREAS, Terrebonne Parish Utilities has evaluated all proposals and has determined that the proposal most advantageous to the Terrebonne Parish Consolidated Government was submitted by Consolidated Infrastructure Group; and

WHEREAS, Terrebonne Parish Utilities has recommended that the award of the contract be made to Consolidated Infrastructure Group subject to contract review and approval by the Terrebonne Parish Attorney; and

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on the behalf of the Terrebonne Parish Consolidated Government, hereby awards the said non-exclusive Electric Utility Locating Services contract to Consolidated Infrastructure Group with an estimated annual price of thirty-five thousand, zero dollars, and zero cents (\$35,000.00);

BE IT FURTHER RESOLVED, the President of Terrebonne Parish Consolidated Government be authorized and empowered to sign the said contract, as a non-exclusive time contract beginning on January 1, 2018 and ending on December 31, 2018, for and on behalf of the Terrebonne Parish Consolidated Government with Consolidated Infrastructure Group, with terms and conditions of the attached contract, subject to the review, revision, and final approval by the Terrebonne Parish Attorney.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSENT: _____

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2017.

CHAIR

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

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

SERVICES AGREEMENT/CONTRACT

FOR DAMAGE PREVENTION SERVICES RELATED TO UNDERGROUND FACILITIES AND UTILITIES

THIS AGREEMENT/CONTRACT is made as of January 1, 2018 by and between **Consolidated Infrastructure Group, Inc.**, a Delaware corporation (hereinafter collectively referred to as "CIG"), with a corporate office address of 11620 Arbor Street, Suite 101, Omaha, Nebraska 68144 and **Terrebonne Parish Consolidated Government**, a Louisiana governmental agency (hereinafter referred to as the "Customer") with a main office address of 301 Plant Road, Houma, Louisiana 70363.

It is hereby agreed by and between the parties as follows:

Section 1 – Retention of Contractor

- 1.1 The Customer retains CIG to perform, and CIG agrees to perform underground facility/utility locating and marking services for the Customer's underground facilities/utilities in the service territory identified in Exhibit A and made a part of this Agreement/Contract, and any other territories that the two parties may agree to in writing.
- 1.2 CIG shall provide services to locate underground facilities/utilities for the Customer. The location services shall be provided in the geographic areas listed in Exhibit A, and shall be subject to the terms as specified in this Agreement/Contract and the exhibits attached. The services shall consist of those services listed below, as defined in this Agreement/Contract:
 - 1.2.1 Normal Notice and Emergency Locate Requests/Regular Hours and Emergency Locate Requests/After Hours.
 - 1.2.2 Extended Locates, Projects, Extraordinary Projects, Route Patrol, and Site Surveillance/Stand By/Watch and Protect Services.
 - 1.2.3 Damage Investigations and Testimonial Support
- 1.3 CIG shall be the Customer's primary supplier of locate services in the service area as covered in this Agreement/Contract and notwithstanding the foregoing, the Customer may perform any number of locates, using the Customer staff, without such constituting a breach of this Agreement/Contract.
- 1.4 CIG shall receive all locate requests in the form of Tickets directly from the Customer, the applicable 811/State One-Call Center/System(s) and/or a Ticket Screening/Processing Program that the Customer may decide to use.
- 1.5 CIG shall be responsible only for Tickets received with a due date and time expiring prior to the scheduled termination of this Agreement/Contract.
- 1.6 The Customer shall specify in Exhibit A for each Locate Request, the type of facility/utility (electric, natural gas, telecommunications, CATV, fiber-optics, water, sewer, etc.) to be located by CIG, and whether the Locate shall terminate at the meter and/or demarcation point or extend beyond the meter and/or demarcation point.

Section 2 – Scope of Services

- 2.1 CIG agrees to receive all excavation notices, (Locate Requests) directed to the Customer through the 811/State One-Call Center(s). CIG will receive Ticket transmittals directly from the respective 811/State One-Call Center(s) for the Agreement/Contract service area at no additional cost to the Customer.
- 2.2 CIG shall furnish all labor, materials and equipment necessary to perform locate services for the Customer within the Agreement/Contract service area, except for the facility/utility maps and records to be provided by the Customer.
- 2.3 CIG shall respond to and complete all locate requests in accordance with applicable State laws. CIG shall, for each locate request, review the Customer's underground facility/utility maps, determine any conflict between the proposed excavation and the Customer's facilities/utilities, and where conflict exists, locate and mark such facilities/utilities within applicable the 811/State One-Call Center(s) requirements.
- 2.4 CIG shall use APWA uniform color code guidelines paint, flags, or other marking materials as necessary to identify the location of the Customer's facilities/utilities. Such markings shall be spaced at approximately ten (10) feet intervals and all turns and deviations in the route shall be marked at each change in direction.
- 2.5 CIG shall maintain records of all requests for a period of seven (7) years, from the date of receipt.
- 2.6 All of the services shall be performed in a good and workman-like manner and in accordance with all applicable laws, regulations and ordinances, and shall comply with the locating procedures as from time to time adopted and approved by the National Utility Locating Contractor's Association (NULCA).
- 2.7 CIG shall designate a single point of contact between CIG and the Customer to serve as liaison for receipt and distribution of the Customer's underground facility/utility maps, and other operational and administrative issues.
- 2.8 In the event CIG encounters any Customer underground facilities/utilities that are "Identifiable, but Un-Locatable", CIG shall notify the Customer after having exhausted reasonable efforts to locate such facility/utility. The Customer will either assist CIG or complete said locates at no cost to CIG.
- 2.9 CIG shall not be responsible for un-locatable facilities/utilities and shall not be held liable for damages to said facilities/utilities. Upon discovery, CIG will turn over un-locatable facilities/utilities to the Customer.
- 2.10 Locating services will be performed in accordance with the standards and procedures of the American Public Works Association (APWA) and the Underground Utility Location and Coordination Council (ULCC) of the APWA, and the Best Practices of the Common Ground Alliance (CGA).

Section 3 – Definitions

- 3.1 As used in this Agreement/Contract, the following terms and phrases shall have the meanings set forth below:
- 3.2 811/State One-Call Center/System(s) means the centralized agency that operates and provides the service of receiving excavation notices, and transmits these messages, in the form of Tickets, to utility owners/operators and/or members, as to prevent damage to underground facilities/utilities.
- 3.3 After Hours/Emergency Locate means a Locate occurring outside of Standard Working Hours. After Hours/Emergency Locates will be performed at the fees listed under Exhibit A.
- 3.4 APWA means the American Public Works Association and its Underground Utility Location and Coordination Council.
- 3.5 At Fault Damages means a damage to the Customer's facilities/utilities caused by an excavator that occurs with respect to locatable facilities/utilities where CIG did not perform the locate request with reasonable accuracy.
- 3.6 CPI % Increase or Decrease is defined as the average increase in the US Bureau of Labor Statistics National Consumer Price Index (CPI), for the twelve (12) month period ending two (2) months prior to the anniversary date of this Agreement/Contract.
- 3.7 Customer's Facilities/Utilities means any underground facilities/utilities owned and operated by the Customer.
- 3.8 Damage to the Customer's Facilities/Utilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 3.9 Emergency Locate Request means a locate request for any condition constituting an imminent danger to life, health, or property, or a utility service outage, and which requires immediate repair and/or action. An Emergency Locate performed during Standard Working Hours will be performed at the fees listed in Exhibit A.
- 3.10 Excavator means any person or entity which engages directly in the business of excavation.
- 3.11 Extended Locate means a Locate exceeding one-half (½) Hour, but no more than eight (8) hours.
- 3.12 Extraordinary Project means "the same work, for the same excavator, in the same general locate area", after an Extended Locate exceeds eight (8) hours or which requires CIG to add any personnel or the addition of any capital expense. In the event that CIG is confronted with an Extraordinary Project, CIG retains the right to perform the work at the Project rate, until CIG either declines the work without penalty or negotiates a new fee.

- 3.13 High Profile Facilities/Utilities consist of, but are not limited to fiber-optic cables, 900 pair or greater copper cables, switchgear and sub-station cables, and 6" or greater natural gas mains. High Profile criteria may be changed and/or modified depending on the special identification as provided by the Customer.
- 3.14 Hourly Rate is defined as the amount invoiced for any services delivered on a time and materials basis. If not further defined in Exhibit A, the rate will be invoiced in one (1) hour increments, for each hour or any portion thereof.
- 3.15 Identifiable, but Un-Locatable Facility/Utility is defined as a facility/utility whose presence is known, but which cannot be located with reasonable accuracy using electronic devices designed to respond to the presence of such underground facilities/utilities.
- 3.16 Interruption of Service means an interruption in the services provided by the Customer to its customers and subscribers arising from a damage to the Customer's facilities/utilities.
- 3.17 Locate, the basic billing unit, means the process of locating, marking and/or designating all Customer owned and operated utilities/facilities.
- 3.18 Locatable Facilities/Utilities means the Customer's facilities/utilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of the Customer's facilities/utilities, together with records and facility/utility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Un-Locatable Facilities.
- 3.19 Locate Price is determined by the type of service and the number of underground facilities/utilities located by CIG, within the locate area, and is based on the fees listed in Exhibit A.
- 3.20 Locate Service means the process of determining the presence or absence of the Customer's facilities/utilities, their conflict with proposed excavations, and the marking of the proper places or routes of the Customer's facilities/utilities within reasonable accuracy limits as required.
- 3.21 Marking means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the APWA to show the approximate field location of underground facilities/utilities accurately.
- 3.22 Normal Notice Locate means a Locate that is defined as a Normal Notice locate request by the 811/State One-Call Center/System(s) that originates the Ticket and is typically responded to within forty-eight (48) hours or seventy-two (72) hours, and/or before the stated work start due date and time.
- 3.23 Package Price means a flat annual price divided into twelve (12) equal monthly payments.
- 3.24 Project is defined as "the same work, for the same excavator, in the same general locate area" that exceeds eight (8) hours in any given day.

- 3.25 Reasonable Accuracy means the placement of appropriate markings within the respective 811/State One-Call Center(s) tolerance zone, of the outside dimensions of both sides of an underground facility/utility.
- 3.26 Restoration Costs means the actual costs incurred by the Customer to repair damage to the Customer's facilities/utilities arising from At-Fault damages, but shall specifically exclude any Third-Party Claims. Restoration Costs is equal to only the actual labor, equipment and material costs incurred by the Customer to repair the damage to Customer's facilities/utilities.
- 3.27 Screening is defined as the secure receipt, access, review and transmittal of Tickets received directly from the Customer through the 811/State One Call- Center/System(s).
- 3.28 Site Surveillance/Stand By/Watch and Protect means the physical supervision of excavation activity, at an excavation site, at the Customer's request.
- 3.29 Site Visit means to visit the site of the locate request, but there are no locatable facilities/utilities to be marked.
- 3.30 Standard Working Hours means Monday through Friday from 8:00 AM to 5:00 PM local time, except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other mutually agreed upon holiday.
- 3.31 Third Party Claims is defined as any claims for losses, fines, penalties, damages or expenses made by a person not a party to this Agreement/Contract arising from damages to the Customer's facilities/utilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) interruption of service.
- 3.32 Ticket means a request for one (1) or more locates, of underground facilities/utilities, as defined by the 811/State One Call Center/System(s).
- 3.33 Tolerance Zone is defined as the approximate location of underground facilities/utilities defined as a strip of land at three (3) feet wide, but not wider than the width of the underground facility/utility, plus eighteen (18) or twenty-four (24) inches on either side of such facility/utility, based upon the markings made by the owner and/or operator of the facility/utility. Excavation within the tolerance zone requires extra care and precaution.
- 3.34 Underground Facilities/Utilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substance including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- 3.35 Unidentifiable Facilities/Utilities means the Customer's facilities/utilities that are neither apparent on the records or facility/utility prints, drawings or maps provided by the Customer or from a visual examination.

- 3.36 Un-Locatable Facilities/Utilities means the Customer's facilities/utilities whose presence is known either from records provided by Customer or a visual site examination, but which cannot be field located marked with reasonable accuracy using standard procedures.

Section 4 – Term and Termination

- 4.1 This Agreement/Contract shall commence on the date set forth above and shall continue in effect thereafter for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration/anniversary date, unless sooner terminated by either party.
- 4.2 Either CIG or the Customer may terminate this Agreement/Contract at any time, with or without cause or reason, by providing not less than thirty (30) days prior written notice to the other party, or by either party after ten (10) days prior written notice in the event of the bankruptcy or insolvency of a party, or in the event of the appointment of a receiver for the assets of a party.
- 4.3 Upon such termination, the only liability will be that of the Customer for any services performed by CIG prior to the effective date of termination of the Agreement/Contract.
- 4.4 In the event either party defaults or commits a material breach under any of the terms and conditions of this Agreement/Contract, or in the event of the bankruptcy or insolvency of a party, the other party may give ten (10) days written notice of such event, during which time the defaulting party may cure the event or condition. If the defaulting party fails to cure the breach within said ten (10) days period, then the non-defaulting party may terminate this Agreement/Contract immediately.

Section 5 – Compensation for Services

- 5.1 The Customer shall compensate CIG for the services rendered by based on the fees as set forth in Exhibit A.
- 5.2 CIG shall also have the right to charge the Customer a reasonable fee for any extraordinary services required by or incurred for the Customer including, but not limited to, specialized reporting or billing requirements or technology costs in the form of hardware or software not presently owned by CIG and necessary to meet particularized requirements of the Customer, provided that the Customer receives reasonable notice and explanation thereof and agrees in writing, to such additional fees.
- 5.3 Any increase to the fees listed in Exhibit A, will be determined by the annual Locate Request volume received by the respective 811/State One-Call Center/System(s) and these changes, if any, will occur only at Agreement/Contract renewal. Adjustments to stated Schedule shall be made once per year on the anniversary date of this Agreement/Contract. Such adjustments shall be equal to any increase in the National Consumer Price Index (CPI) for the twelve (12) month period ending two (2) months prior to the anniversary of this Agreement/Contract.

Section 6 – Billing and Payment Terms

- 6.1 CIG shall deliver an invoice for amounts owed by the Customer on a monthly basis. The Customer shall pay CIG, without offset, the total amount due within thirty (30) days from the invoice received date, with interest accruing on amounts not paid within sixty (60) days, thereafter at the lesser of eighteen (18) % per annum or the maximum interest rate allowed by law, whichever is less.

Section 7 – Independent Contractor Status

- 7.1 CIG hereby represents and agrees that it is engaged in an independent business; that it will perform services under this Agreement/Contract as an independent contractor and none of its workers, agents or employees shall under any circumstance be construed as an employee of the Customer; that it has and hereby retains the right and responsibility to exercise control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts and for the acts of its employees, agents, and subcontractors while performing services under this Agreement/Contract.

- 7.4 Nothing contained in this Agreement/Contract shall create or be construed as creating the relationship of employer and employee, or partnership or joint venture, between the Customer and CIG, or between the Customer and any person or persons employed or engaged by CIG.

Section 8 – Assignment

- 8.1 Neither party shall assign, transfer or subcontract any of its responsibilities or obligations under this Agreement/Contract, without the prior written consent of the other party. Prior written consent is not required for a corporate name change or transfer made in connection with a change of a majority ownership interest in or public offering of stock by either party.

Section 9 Section – Materials Provided by CIG

- 9.1 CIG shall provide equipment compatible and necessary to receive data in the form of Tickets or Locate Requests from the respective 811/State One-Call Center/System(s), indirectly from the Customer or from a Ticket Screening/Processing Program.
- 9.2 CIG shall also provide all equipment and material to mark the location of the Customer's underground facilities/utilities that may include, but not be limited to specialized locating instruments, personal computers, paint, chalk, flags, or any other material deemed appropriate by CIG in its sole discretion.
- 9.3 During the term of this Agreement/Contract, CIG agrees to provide sufficient qualified staff and personnel, office and field equipment, transportation and supplies as are necessary to fulfill its obligations under this Agreement/Contract, and shall furnish and maintain any and all State, county and municipal licenses or permits which apply to the services to be performed by CIG.

- 9.4 CIG employees have CIG photo identification badges, which shall be carried with them at all times. CIG shall ensure that its employees maintain an appearance consistent with generating a positive public image.
- 9.5 CIG shall cultivate and pursue good relations with the 811/State One-Call Center/System(s). This shall include prompt callbacks, attendance at informational meetings, participation in the 811/State One-Call Center/System(s) damage prevention meetings, and other related events.

Section 10 – Materials Provided by the Customer

- 10.2 During the term of this Agreement/Contract, the Customer agrees to furnish CIG with adequate copies of the Customer's underground facility/utility maps and records. This shall include all available maps, measurements, charts, technical information and updates, which are necessary to locate the Customer's underground facilities/utilities.
- 10.2 All such materials furnished or disclosed to CIG by the Customer in the performance of this Agreement/Contract shall remain the property of the Customer.
- 10.3 All copies of such information shall be returned to the Customer upon the termination of this Agreement/Contract.
- 10.4 Unless such materials were previously known to CIG free of any obligation to keep them confidential, or subsequently made public by the Customer, such materials shall be kept confidential by CIG, shall be used only in the performance of services under this Agreement/Contract and may not be used for any other purpose except as may be agreed upon in writing by the Customer.
- 10.5 This obligation of confidentiality shall survive the termination of this Agreement/Contract.

Section 11 – CIG Use and Updates of Customer Materials

- 11.1 To the extent available, the Customer shall provide accurate records (prints, records, engineering drawings, as-builts, etc.) that shall be used as a reference to determine if an underground facility/utility exists in the locate area and proposed area of excavation, as identified on the Ticket.
- 11.2 CIG shall base its screening decisions, if applicable, on an evaluation of these records.
- 11.3 The Customer shall promptly supply CIG with all updates to the Customer records as new or replaced facilities/utilities are added to its system.
- 11.4 CIG shall treat all these records as confidential.
- 11.5 Except, as otherwise provided in this Agreement/Contract, the records furnished to CIG are the property of the Customer, and shall either be returned to the Customer or destroyed by CIG upon termination of this Agreement/Contract

Section 12 – CIG Training and Safety

- 12.1 All CIG employees performing work under this Agreement/Contract shall be independently trained, tested and certified in the type of work being performed, and certification by CIG will meet or exceed NULCA (National Underground Locating Contractors Association) standards.
- 12.2 CIG shall insure compliance with all federal, state, or local applicable safety rules, laws, and regulations relating to the services provided by CIG under this Agreement/Contract.
- 12.3 The Customer will also comply with all applicable safety rules, laws and regulations and, to the extent possible, will provide CIG employees with free and safe access to its facilities/utilities.

Section 13 – Responsibilities of the Customer

- 13.1 The Customer agrees to provide CIG with the necessary maps and records to permit CIG to provide the locate services. The Customer acknowledges that it is their sole responsibility to keep all applicable maps, records, prints up to date with accurate information. CIG bears no liability for the Customer's failure to provide accurate maps, records, and prints, or any damage which results from inaccurate maps, records, and prints.
- 13.2 The Customer agrees to notify CIG of all Member/Station/Call Directing Codes (CDC) changes prior to implementation with the 811/State One-Call Center(s). CIG will not be responsible for late tickets or damages which occur as a result of late/no notification.
- 13.3 The Customer agrees that it will reasonably cooperate with CIG so that CIG enjoys the same protection under the laws applicable to the Customer regarding Third Party Claims as the Customer would enjoy if it were performing the services.
- 13.4 The Customer will pay CIG for the locate services in accordance with the charges set forth in Exhibit A. CIG shall bill for all tickets received from the 811/State One-Call Center(s), on behalf of the Customer. CIG will not be responsible for the accuracy, updates to or the completeness of the definition of the Customer's service area that the Customer has provided to the 811/State One-Call Center(s).

Section 14 – Insurance

- 14.1 CIG shall each maintain, in full force and effect during the term of this Agreement/Contract, liability insurance with limits of not less than two (2) million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence and in the aggregate. Said insurance may be provided through self-insurance, commercial liability insurance or a combination thereof.
- 14.2 CIG shall maintain throughout the term of this Agreement/Contract, the following insurance coverage, and upon request shall provide to Customer certificates or policies evidencing the following coverage and the coverage required by the Customer.

- 14.3 Commercial general liability insurance with the following minimum limits of liability:
 - 14.3.1 \$1,000,000 Each occurrence
 - 14.3.2 \$2,000,000 General aggregate
 - 14.3.3 \$2,000,000 Products aggregate
 - 14.3.4 \$1,000,000 Personal and advertising injury
 - 14.3.5 Contractual liability insurance with minimum limits of \$1,000,000.
 - 14.3.6 Comprehensive automobile liability insurance with the minimum limits of liability at \$1,000,000 combined single limit.
- 14.4 CIG agrees to name the Customer, its officers and employees as additional insured's, as their interest may appear, on coverages noted above except Workers Compensation in so far as they pertain to the work undertaken by CIG. Above coverage except Workers Compensation are primary and non-contributory.
- 14.5 Each policy shall provide that it will not be canceled or amended except after ten (10) days advance written notice to the Customer, mailed to the address indicated in this Agreement/Contract.

Section 15 – Damages, Investigations and Indemnification

- 15.1 In the event of damages to the Customer's underground facilities/utilities at any site where such facilities/utilities were located or requested to be located by CIG, the Customer must notify CIG of such alleged damages, or when the Customer becomes aware of such alleged damages, within forty-eight (48) hours, excluding weekends and observed holidays, of the occurrence and/or discovery of such alleged damages.
- 15.2 If the Customer does not notify CIG within forty-eight (48) hours, excluding weekends and Customer observed holidays, of the discovery of any alleged damages, or when the Customer becomes aware of such alleged damages, CIG shall have no liability relating to such claims.
- 15.3 In the event of damages to the Customer's underground facilities/utilities at any site where underground facilities/utilities have been located or requested to be located by CIG, either CIG or the Customer upon notification of such damages shall report to the other party:
 - 15.3.1 The actual time damages were caused if known.
 - 15.3.2 The actual time damages were reported and/or discovered.
 - 15.3.3 The location of the reported damages.
 - 15.3.4 The nature and extent of damages when fully known.
 - 15.3.5 Any known circumstances surrounding the damages.
 - 15.3.6 Any personal injuries sustained as a result of the incident.
 - 15.3.7 The name of firm/individual reporting the damages.
 - 15.3.8 The name of firm/individual causing the damages if known.
 - 15.3.9 Estimated time of arrival at the sight to proceed with investigation.

- 15.4 Upon notification of damage, CIG will conduct an investigation of the damage and shall upon request, submit a report summarizing the findings within ten (10) business days to the Customer. CIG shall, upon request, give testimonial support in lawsuits or administrative proceedings where deemed necessary by the Customer.
- 15.5 The service fees for damage investigations, support and any testimonial, will be invoiced at the hourly rate as specified in Exhibit A of this Agreement/Contract, in addition to any necessary travel expenses, if applicable. If the damage is a result of CIG failure to locate locatable underground facilities/utilities within reasonable accuracy, CIG shall not submit and be reimbursed for these service fees.
- 15.6 The Customer must issue an invoice for any and all alleged claims for damages to CIG within a reasonable time period of discovery of such damages. CIG shall try in good faith to resolve any and all claims for such damages within thirty (30) days after the receipt of an invoice from the Customer.
- 15.7 Each party shall indemnify, defend and hold the other harmless from and against any and all claims and actions, and all costs and expenses, including reasonable attorney's fees, to the extent proximately and proportionately caused by the negligence, willful misconduct or other breach of the provisions of this Agreement/Contract whether caused by the indemnifying party or anyone acting under that party's direction, control or on its behalf. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall give prompt notice of claims and shall participate in the defending against any claim. In no event shall either party be liable for any incidental or consequential damages of any kind including, without limitation, any loss of use, loss of business or profits or revenues, or commodity losses. The indemnifying party shall have the right to select defense counsel and to direct the defense or settlement of such claim or suit. Notwithstanding the foregoing, however, in the event that a settlement would result in an admission of liability on behalf of one of the parties, the indemnifying party must obtain written consent to settle from the affected party. If the affected party withholds its consent, then the indemnifying party will be relieved from any further obligation to defend and indemnify the affected party. The affected party must assume its own defense and further costs incident to same, even if the settlement would result in an admission of liability.
- 15.8 CIG shall make every attempt to electronically locate the Customer's facilities/utilities. The Customer shall hold and indemnify CIG from and against any and all claims, causes of action, damages, losses, expenses, third party claims, or liability for damages caused to facilities/utilities by locating by any other means than electronically.

Section 16 – Shared Damage Risk

- 16.1 In the event of any damage to Customer's underground facility/utility, should the investigation reveal that the damage resulted directly from an error or omission of CIG, or because CIG failed to properly mark the location of such facility/utility within reasonable accuracy, CIG shall reimburse the Customer for repair and restoration costs (not to exceed \$1,000.00 per occurrence), to repair or replace the damaged underground facility/utility, to reach a similar condition prior to the damage.

- 16.2 In any calendar during the term of this Agreement/Contract, CIG's total shared damage risk and liability cost shall be limited to ten (10) percent of the annual revenues generated under this Agreement/Contract. CIG shall not be responsible for down time/delays due to any facility/utility damage.
- 16.3 If the Customer chooses to upgrade the facility/utility during the repair effort, all costs beyond those, to return the facility/utility to a pre-damaged similar condition, is the responsibility of the Customer.

Section 17 – Indemnification by CIG

- 17.1 Notwithstanding the provisions of herein, CIG shall indemnify, defend and hold harmless the Customer and its officers, directors, affiliates, agents, and employees from and against all claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from a breach of this Agreement/Contract or the performance of the services performed under this Agreement/Contract, provided that such claim, action, damage, loss or expense is caused in whole or in part by any act or omission of CIG, or any subcontractor of CIG, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 18 – Indemnification by the Customer

- 18.1 The Customer shall indemnify, defend and hold harmless CIG and its officers, directors, affiliates, agents, and employees from and against any and all claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from a breach of this Agreement/Contract or from the Customer furnishing incorrect records to CIG for the purpose of locating the Customer's underground facilities/utilities, provided that such claim, action, damage, loss or expense is caused in whole or in part by any act or omission of the Customer, or any subcontractor of the Customer or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 19 – Third Party Claims

- 19.1 Promptly after the receipt by a party to this Agreement/Contract of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement/Contract (collectively, an "Action") which is subject to indemnification, such party (the "Indemnified Party") shall give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party").
- 19.2 The Indemnified Party's failure to so notify the Indemnifying Party of any such matter shall not release the Indemnifying Party, in whole or in part, from its obligations to indemnify under this Agreement/Contract, except to the extent the Indemnified Party's failure to so notify actually prejudices the Indemnifying Party's ability to defend against such Action.

- 19.3 The Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, shall:
- 19.3.1 Admit in writing to the Indemnified Party, the Indemnifying Party's liability to the Indemnified Party for such Action under the terms of this Agreement/Contract;
 - 19.3.2 Notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense, and;
 - 19.3.3 Retain legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action.
- 19.4 The Indemnified Party and the Indemnifying Party shall cooperate with the party assuming the defense, compromise or settlement of any such Action in any manner that such party reasonably may request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement, but the fees and expenses of such counsel shall be the expense of the Indemnified Party unless:
- 19.4.1 The Indemnifying Party has agreed to pay such fees and expenses, and;
 - 19.4.2 Any relief other than the payment of money damages is sought against the Indemnified party, or;
 - 19.4.3 The Indemnified Party shall have been advised by its counsel that there may be one or more legal defenses available to it, which are different from or additional to those available to the Indemnifying Party, and in any such case the fees and expenses of such separate counsel shall be borne by the Indemnifying Party.
- 19.5 No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed, after reasonable notice, to undertake control of such Action in the manner provided above in this section. No Indemnifying Party shall, without the written consent of the Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any such Action in which any relief other than the payment of money damages is sought against any Indemnified Party unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant, petitioner or plaintiff, as applicable, to such Indemnified Party of a release from all liability with respect to such Action

Section 20 – Confidentiality

- 20.1 CIG and the Customer expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other like information or products of the other party or of third parties, including but not limited to the other party's vendors, consultants, suppliers or customers, hereinafter referred to as the "Information". Anything in this Agreement/Contract to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such Information.

- 20.2 CIG and the Customer agree that, for the purpose of this Agreement/Contract, third party independent contractors whose duties for the Customer, or as a subcontractor for CIG in performing CIG's duties under this Agreement/Contract, require access to the Information provided under this Agreement/Contract, shall have access to the Information as required by such duties, provided that: (i) Such third parties have agreed in writing with either the Customer or CIG, in terms no less protective than the confidentiality obligations of this Agreement/Contract, to keep confidential the Information, (ii) Such third parties have agreed in writing with either the Customer or CIG not to use the Information for their own benefit or the benefit of any such person or entity besides the Customer, and (iii) The Customer, when allowing such third parties access to CIG's Information, will not exceed the license or use restrictions in this Agreement/Contract.
- 20.3 CIG agrees not to use a third party's Information for its own benefit or the benefit of any person besides the Customer.
- 20.4 For the purposes of this Section, the term "Disclosing Party" shall refer to the party to the Agreement/Contract providing Information to the other party, and the term "Receiving Party" shall refer to the party receiving the Information in the course of its performance under this Agreement/Contract. The term "Information" shall not include products or information that: (i) Are in the public domain or in the possession of the Receiving Party without restriction at the time of receipt under this Agreement/Contract, (ii) Are used or released with the prior written approval of the Disclosing Party, (iii) Are independently developed by the Receiving Party, or (iv) Are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Receiving Party producing the Information, agrees to notify the Disclosing Party immediately and cooperate with the Disclosing Party in asserting a confidential or protected status for the Information.

Section 21 – Force Majeure

- 21.1 If performance of this Agreement/Contract is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, shortage, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected including, without limitation, a material change in law, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed immediately with the performance of their obligation under this Agreement/Contract whenever such causes are removed or cease.
- 21.2 If a party's inability to perform its responsibilities under this Agreement/Contract continues for (10) ten days, either party may elect to terminate this Agreement/Contract and shall immediately give notice thereof in writing.

Section 22 – Notice or Demand

22.1 Any notice or demand given under the terms of this Agreement/Contract or pursuant to law, shall be in writing and sent by facsimile or by certified or registered mail, return receipt requested, proper postage paid to the parties as follow:

22.1.1 Customer at:

Terrebonne Parish Consolidated Government
Attn: Tommy LeCompte
Electric Distribution Superintendent
Houma Service Complex
301 Plant Road
Houma, LA 70363
(985) 873-6770 Fax
(985) 873-6762 Telephone

22.1.2 CIG at:

Consolidated Infrastructure Group, Inc.
Attn: President/CEO
11620 Arbor Street, Suite 101
Omaha, NE 68144
(402) 403-6068 Fax
(402) 403-6062 Telephone

22.2 Such notice or demand shall be deemed to have been given or made when received or seventy-two (72) hours after being sent, whichever occurs first. The above designations may be changed at any time by giving notice in writing of the change not less than five (5) days prior to the effective date thereof.

Section 23 – Miscellaneous

23.1 Failure of either party to object to any breach of this Agreement/Contract in any respect or to enforce any of their rights hereunder shall not be deemed a waiver of said requirements nor an ongoing waiver of the specific breach, and the parties shall be entitled to take any action at any time to pursue any of their available remedies.

23.2 Both parties hereto shall maintain and shall take all reasonable actions necessary to prevent inadvertent or accidental disclosure of this Agreement/Contracts terms and prices or the other party's confidential information, including but not limited to, specifications, drawings, maps, sketches, models, samples, tools, computer programs, technical information, and any and all other records provided by either party to the other directly related to this Agreement/Contract.

23.3 The confidentiality requirements in this Agreement/Contract shall not apply to any such confidential information, which is a matter of public record or generally accessible by the public, or previously known by the Customer or CIG. The obligations of the parties not to disclose and hold confidential any information or provision under this Agreement/Contract shall continue after and survive any termination of this Agreement/Contract.

- 23.4 If a court of competent jurisdiction deems any provision of this Agreement/Contract invalid or unenforceable, the remaining terms and conditions of this Agreement/Contract shall remain in full force and effect.
- 23.5 In any action between the parties to enforce any material provision of this Agreement/Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith from the non-prevailing party in addition to whatever other relief a court may award.
- 23.6 This Agreement/Contract, Attachment(s) and/or Amendment(s) consists of the total and entire understanding and agreement by and between the parties and each party hereto acknowledges that no representations or warranties outside of this Agreement/Contract have been made by either party.
- 23.7 This Agreement/Contract shall not be effective, deemed approved or executed until signed by a duly authorized representative of both the Customer and CIG.
- 23.8 This Agreement/Contract is intended only to benefit the parties to it. They have no intentions to create any interests for any other party. Specifically, they have no intentions for persons who may be customers or beneficiaries of the services, or information contemplated under this Agreement/Contract, or for any relatives, heirs, executors, administrators or personal representatives of such persons.
- 23.9 The captions and headings used in this document are for convenience of reference only, and are not part of this Agreement/Contract.
- 23.10 This Agreement/Contract shall be binding upon the successors and permitted assigns of all parties hereto and may only be changed, modified or amended through a written instrument by the two (2) parties to it expressly referencing this Agreement/Contract.

Customer:

Terrebonne Parish Consolidated Government

CIG:

Consolidated Infrastructure Group, Inc.

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

SCHEDULE OF PRICING AND BILLING UNITS

Normal Notice Locate Request Regular Hours	\$7.95 Per 500' Foot increment of locating all Customer owned and operated facilities/utilities
Emergency Locate Request Regular Hours	\$7.95 Per 500' Foot increment of locating all Customer owned and operated facilities/utilities
Emergency Locate Request After Hours	\$25.00 Per Ticket of locating all Customer owned and operated facilities/utilities
Project, Extended Locate and/or Extraordinary Project <i>(If requested and approved by Customer)</i>	\$38.00 Per Hour of locating all Customer owned and operated facilities/utilities
Damage Investigation Testimonial Support <i>(If requested and approved by Customer)</i>	\$38.00 Per Hour
Site Surveillance/Stand By/ Watch and Protect Services <i>(If requested and approved by Customer)</i>	\$38.00 Per Hour
Hourly Rate (Time and Material) <i>(Includes all personnel, vehicle, and associated equipment)</i>	\$38.00 Per Hour

Customer: _____

CIG: _____

EXHIBIT B

SCHEDULE OF SERVICE AREA AND SPECIAL NOTES

Service area(s) covered by this Services Agreement/Contract –

(List of geographic area(s) with applicable estimated annual locate request volumes)

- Estimated annual locate request volume – 4,000
- This Services Agreement/Contract shall cover the geographical area specified, determined and registered by Customer with LA811, the Louisiana State One Call Center/System.

Special Services Agreement/Contract Notes –

- A Locate Unit (the basic billing unit), means each locate request received from LA811 (Louisiana State One Call Center/System), delivered to CIG, and shall be invoiced in increments of 500' of locating, marking and/or designating all Customer owned facilities/utilities.
- Hourly Rate is defined as the amount invoiced for any services delivered and performed on a time and material basis, and the rate will be invoiced in one (1) hour increments.
- CIG will receive 100% of the locate requests directly from LA811, the Louisiana State One Call Center/System.
- Dedicated and local CIG field personnel to perform the work function.
- 24/7/365 coverage to handle and address all locate requests.
- CIG will not subcontract any of the work functions performed.
- All materials and equipment to perform the work (personnel, vehicle, locating instruments, communications devices, paint, flags, etc.), to be provided by CIG.
- Customer access to CIG's Keystone (Ticket Management System) for review and status of all Customer specific locate requests and associated on-site photographs.
- Detailed performance metrics and reports as agreed upon CIG and Customer.
- Customer to provide electronic mapping version (initial and all future updates), of all underground facilities/utilities.

Facilities/Utilities included in this Services Agreement/Contract –

- Electric

Customer: _____

CIG: _____