
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-Prather | Member |
| Mr. Darrin W. Guidry, Sr. | Member |
| Mr. Dirk Guidry | Member |
| 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

August 21, 2017
5:30 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:** That the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, indicates its intent to serve as the local co-sponsor along with the Terrebonne Parish Port Commission, and the Louisiana Department of Transportation and Development; and its intent to enter into a Project Cooperation Agreement with the U.S. Army Corps of Engineers for the Houma Navigation Canal Deepening Project, upon recommendation of the U.S. Army Corps of Engineers Chief of Engineers that the HNC Deepening project is in the overall public interest and a justified expenditure of federal funds.
2. **RESOLUTION:** Authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **West Park Ave:Royce St-Marietta Pl Sidewalk**.

3. RESOLUTION: Authorizing awarding two contracts – one to a primary contractor and another to a secondary contractor – for disaster recovery debris management and removal services in terrebonne parish, authorizing the parish president to execute the two contracts, and to provide for related matters.
4. RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement with U.S. Senator John Kennedy for office space in the Government Tower building.
5. RESOLUTION: Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16 -SEW-12, South Wastewater Treatment Levee Rehabilitation Project, Terrebonne Parish, Louisiana.
6. RESOLUTION: Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16 -SEW-05, Bobtown Sewer Package Plant Replacement Project, Terrebonne Parish, Louisiana.
7. RESOLUTION: Awarding and authorizing the signing of the construction Contract for Parish Project No. 14-HMGP-26, Critical Facilities Hardening – Courthouse Annex (HMGP), Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.
8. Adjourn

Category Number:
Item Number:



Monday, August 21, 2017

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, August 21, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, August 21, 2017

Item Title:

RESOLUTION: Providing for the local non-federal co-sponsorship of the Houma Navigation Canal Deepening Project

Item Summary:

RESOLUTION: That the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, indicates its intent to serve as the local co-sponsor along with the Terrebonne Parish Port Commission, and the Louisiana Department of Transportation and Development; and its intent to enter into a Project Cooperation Agreement with the U.S. Army Corps of Engineers for the Houma Navigation Canal Deepening Project, upon recommendation of the U.S. Army Corps of Engineers Chief of Engineers that the HNC Deepening project is in the overall public interest and a justified expenditure of federal funds.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| RESOLUTION | 8/14/2017 | Cover Memo |

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution providing for the local non-federal co-sponsorship of the Houma Navigation Canal Deepening Project

WHEREAS, Terrebonne Parish constructed the 36.6 mile Houma Navigation Canal (HNC) in 1962 to provide direct access to the nearby resources of the Gulf of Mexico, and

WHEREAS, in 1973 authority was granted to increase the HNC project dimensions to elevation -18 feet Mean Low Gulf by 300 feet bottom width between mile 0 and the Gulf of Mexico, which enlargement was completed in July 1974, and

WHEREAS, the US Army Corps of Engineers has undertaken a Feasibility Study in conjunction with the State of Louisiana to determine the most economically feasible and environmentally acceptable depth of the Houma Navigation Canal, and

WHEREAS, the desire to keep the Houma Navigation Canal Lock and Flood Gate Phases of hurricane protection separate and precedent to the deepening project has been widely supported by several local organizations, including the members of the Terrebonne Parish Council, and

WHEREAS, in order to capitalize on the economic opportunities that are available as a result of oil and gas development in the Outer Continental Shelf Region (OSC), larger vessels are required to provide supplies and transport the higher payload structures required for OCS exploration and development, and

WHEREAS, the Parish Council believes that increasing the depth is of vital importance to the safety, health, and welfare, and the economic stability for Terrebonne Parish, and

WHEREAS, the Terrebonne Parish Council believes that entering into a Project Cooperation Agreement with the U.S. Army Corps of Engineers for the HNC Deepening Project in pursuit of economic development for the parish and region will serve a public purpose and have a public benefit commensurate with the costs.

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, believes that serving as the non-federal local co-sponsor in conjunction with the Terrebonne Parish Port Commission, and the Louisiana Department of Transportation and Development is warranted, upon recommendation of the U.S. Army Corps of Engineers Chief of Engineers that the HNC Deepening project is in the overall public interest and a justified expenditure of federal funds, and

WHEREAS, the local co-sponsors are required to enter into a Project Cooperation Agreement with the U.S. Army Corps of Engineers, and provide up to 25% non-federal share of project costs,

NOW, THEREFORE BE IT RESOLVED, in consideration of the above stated recitals, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, indicates its intent to serve as the local co-sponsor along with the Terrebonne Parish Port Commission, and the Louisiana Department of Transportation and Development; and its intent to enter into a Project Cooperation Agreement with the U.S. Army Corps of Engineers for the Houma Navigation Canal Deepening Project, upon recommendation of the U.S. Army Corps of Engineers Chief of Engineers that the HNC Deepening project is in the overall public interest and a justified expenditure of federal funds.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the 21st day of August, 2017.

* * * * *

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 Public Services Committee on August 21, 2017 and subsequently ratified by the Assembled Council in Regular Session on August 23, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 24TH DAY OF AUGUST, 2017.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, August 21, 2017

Item Title:

West Park Sidewalks

Item Summary:

RESOLUTION: Authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **West Park Ave:Royce St-Marietta Pl Sidewalk.**

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------------|
| Executive Summary | 8/15/2017 | Executive Summary |
| Resolution | 8/15/2017 | Resolution |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE |
|--|
| W Park Ave: Royce St to Marietta Pl Sidewalk |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|--|
| To authorize execution of a Entity/State agreement with LaDOTD for the construction. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS) |
|--|
| Construction of sidewalks along LA 24 (Royce to Marietta). |

| TOTAL EXPENDITURE | | | |
|--|----|-----------|----------------------------|
| N/A | | | |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE) | | | |
| ACTUAL | | ESTIMATED | |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) | | | |
| <u>N/A</u> | NO | YES | IF YES AMOUNT BUDGETED: |

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

Joan E. Schexnayder

8/15/2017

Signature

Date

OFFERED BY: .
SECONDED BY: .

RESOLUTION NO.

A resolution authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **W Park Ave:Royce St-Marietta Pl Sidewalk.**

WHEREAS, the Terrebonne Parish Consolidated Government desires to provide protection to the people of this Parish, whenever possible, and

WHEREAS, the Council would like to construct sidewalks from Royce Street to Marietta Place along State Highway 24, and

WHEREAS, the Louisiana Department of Transportation and Development's Transportation Enhancement Program provides funds for improvements to the pedestrian system, and

WHEREAS, the Royce Street to Marietta Place Sidewalk project will be funded on a cost reimbursement basis with 95% of project construction costs provided by the Louisiana Department of Transportation and Development and the Terrebonne Parish Consolidated Government providing 5% of the remaining construction costs, and

WHEREAS, the Terrebonne Parish Consolidated Government will fund 100% costs for engineering, construction management, testing, and ineligible items, and

WHEREAS, the Terrebonne Parish Consolidated Government certifies the following:

1. The Parish assumes/certifies full responsibility for the required local match for managing and maintaining the project, and
2. Assumes full responsibility for any legal liability incurred as a result of the project.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the President of Terrebonne Parish Consolidated Government, be authorized and empowered to sign subsequent agreements and documentation necessary with the Louisiana Department of Transportation and Development for said project.

THERE WAS RECORDED:

YEAS:

NAYS: .

ABSTAINING:

ABSENT:

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

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, 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, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, August 21, 2017

Item Title:

Disaster Recovery Debris Management and Removal Services

Item Summary:

RESOLUTION: Authorizing awarding two contracts – one to a primary contractor and another to a secondary contractor – for disaster recovery debris management and removal services in terrebonne parish, authorizing the parish president to execute the two contracts, and to provide for related matters.

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------------|
| Disaster Recovery Debris Management and Removal Services | 8/16/2017 | Executive Summary |
| Disaster Recovery Debris Management and Removal Services | 8/16/2017 | Resolution |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Disaster Recovery Debris Management and Removal Services Amendment

PROJECT SUMMARY (200 WORDS OR LESS)

A Resolution authorizing awarding two contracts – one to a primary contractor and another to a secondary contractor – for disaster recovery debris management and removal services in Terrebonne parish, authorizing the parish president to execute the two contracts, and to provide for related matters.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Primary contract to DRC and secondary contract to Ceres for Disaster Debris Management and Removal Services for one year.

TOTAL EXPENDITURE

\$0.00*

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$0.00*

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

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5

6

7

8

9

Signature

8-16-17

Date

*This is an emergency standby contract. No cost are anticipated to be incurred unless activated in connection with a defined "Event" such as a hurricane.

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 17-_____

A RESOLUTION AUTHORIZING AWARDING TWO CONTRACTS – ONE TO A PRIMARY CONTRACTOR AND ANOTHER TO A SECONDARY CONTRACTOR – FOR DISASTER RECOVERY DEBRIS MANAGEMENT AND REMOVAL SERVICES IN TERREBONNE PARISH, AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THE TWO CONTRACTS, AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, the Terrebonne Parish Consolidated Government received proposals for TPCG Request for Proposals No. 17–EMGSW–26, Disaster Recovery Debris Management and Removal Services; and

WHEREAS, the intent of the Request for Proposals was to award contracts to two contractors, a Primary Contractor and a Secondary Contractor, with the Secondary Contractor to be mobilized following an emergency or disaster event should the Primary Contractor fail to mobilize or if TPCG determines the Primary Contractor is unable to handle the response alone; and

WHEREAS, the evaluating committee has evaluated all proposals and has determined that the proposal most advantageous to the Terrebonne Parish Consolidated Government was submitted by DRC Emergency Service, LLC with a score of 96.89 points; and

WHEREAS, the evaluating committee has further determined that the proposal next most advantageous to the Terrebonne Parish Consolidated Government was submitted by Ceres Environmental Services, Inc. with a score of 96.76 points; and

WHEREAS, The evaluating committee has recommended that the award of the Primary Contract for Disaster Recovery Debris Management and Removal Services be made to DRC Emergency Service, LLC; and

WHEREAS, The evaluating committee has recommended that the award of the Secondary Contract for Disaster Recovery Debris Management and Removal Services be made to Ceres Environmental Service, Inc.; and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, that DRC Emergency Services, LLC be and is hereby awarded the Primary Contract for Disaster Recovery Debris Management and Removal Services and that the Parish President is hereby authorized to sign and to execute all documents necessary to contract with DRC Emergency Service, LLC, in accordance with the evaluating committee recommendations, substantially similar to the attached agreement; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, that Ceres Environmental Service, Inc. be and is hereby awarded the Secondary Contract for Disaster Recovery Debris Management and Removal Services and that the Parish President is hereby authorized to sign and to execute all documents necessary to contract with Ceres Environmental Services, Inc., in accordance with the evaluating committee recommendations, substantially similar to the attached agreement; and

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

* * * * *

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

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

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, August 21, 2017

Item Title:

Lease Agreement -Office Space Sen. John Kennedy

Item Summary:

RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement with U.S. Senator John Kennedy for office space in the Government Tower building.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-----------------|
| Executive Summary | 8/16/2017 | Backup Material |
| Resolution | 8/16/2017 | Resolution |
| Agreement | 8/16/2017 | Backup Material |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE |
|---|
| US Senator John Kennedy Lease Agreement |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|---|
| A resolution authorizing the Parish President to execute a cooperative endeavor agreement between TPCG and US Senator John Kennedy. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS) |
|---|
| To allow Senator John Kennedy to rent office space necessary to provide factual information and to facilitate public access to his staff. |

| TOTAL EXPENDITURE | | | |
|---|-----------|-----|-------------------------|
| \$0 | | | |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE) | | | |
| (ACTUAL) | ESTIMATED | | |
| IS PROJECT ALREADY BUDGETED: (CIRCLE ONE) | | | |
| N/A | NO | YES | IF YES AMOUNT BUDGETED: |

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

Al J. Lamm 8/15/17

Signature Date

OFFERED BY:
SECONDED:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND UNITED STATES SENATOR JOHN KENNEDY

WHEREAS, Article VII, Section 14© of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivision... may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual...,” and

WHEREAS, “TPCG is authorized to lease or rent office space in the Terrebonne Parish Government Tower not currently needed for a public purpose and

WHEREAS, Senator Kennedy is presently seeking adequate office space necessary to provide factual information and to facilitate public access to his staff; and

WHEREAS, in the spirit of providing Terrebonne Parish residents access to information and their Senator, TPCG has determined that there is sufficient space located on the seventh floor of the Government Tower, 8026 East Main Street, Houma, Louisiana to provide office space for the State’s Senator subject to the terms set out herein; and

WHEREAS, the above parties believe that this agreement serves a public purpose whose costs are not gratuitous given the benefits of public access to government officials.

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, is hereby submitted to execute a Cooperative Endeavor Agreement between Terrebonne Parish Consolidated Government and United States Senator John Kennedy containing substantially the same terms as those set out in the attached agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the 23rd day of August 2017.

* * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on August 23, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY
OF AUGUST 2017.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

United States Senate

Home State Office Lease Agreement
Washington, DC 20510

1. **THIS LEASE AGREEMENT** ("Lease") is made by and between **TERREBONNE CONSOLIDATED GOVERNMENT** ("Landlord") and the **HONORABLE JOHN KENNEDY**, ("Tenant") in his official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. §6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

2. **BASIC LEASE TERMS and DEFINITIONS:**

- a. **PREMISES:** 185 usable square feet located in the Building as shown on the location plan attached as Exhibit A.
- b. **BUILDING:** Terrebonne Government Tower is a seven story parish government building.
- c. **BUILDING ADDRESS:** 8026 Main Street, Houma, LA 70361
- d. **TERM:** Sixty-four (64) full calendar months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- e. **COMMENCEMENT DATE:** September 1, 2017
- f. **EXPIRATION DATE:** January 3, 2023
- g. **RENT:** Payable in level monthly installments as follows –
MONTHS: 64
INSTALLMENTS: \$312.00
ANNUAL RENT: \$3,744.40 (\$20.24 per usable square foot)
Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of Minimum Annual Rent for such period based on a thirty day (30) day basis and the amount of the monthly installment specified above.
- h. **NO SEPARATE CHARGES:** No separate charges for any operating expense, cost of living increase, pro rata expense, escalation, taxes, permits, fees or any other adjustment(s) during the term of this lease.
- i. **USE OF PREMISES:** General office use and related activities.
- j. **PARKING:** Tenant, Tenant's employees and guests may park at no additional charge in the parking garage adjacent to the Building on a non-exclusive and non-reserved basis. The Landlord affirms that the current fair market value of this space is \$0.00 per month. The Landlord agrees to notify the Tenant and the U.S. Senate Sergeant at Arms of any change in parking space assignment(s) and/or fair market value of the space(s).
- k. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Senate Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate

Sergeant at Arms upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or materially interferes with Tenant's use of the Premises for the intended purpose.

Month-to-month at the same per month rate during the term of Lease. Terminable by Landlord or Tenant with Sixty (60) days written notice.

See Rider 1 for definitions of capitalized terms

I. HOLDOVER:

**m. ADDITIONAL
DEFINED
TERMS:**

**n. ADDRESSES
FOR NOTICE:**

LANDLORD

Terrebonne Consolidated
Government
8026 Main Street, 7th Floor
Houma, LA 70361
ATTN: Gordon Dove

TENANT

On or after commencement date:

Honorable John Kennedy
8026 Main Street, Suite 741
Houma, LA 70361

COPY TO:

Office of the Sergeant at Arms of
the U.S. Senate
Room S-151

United States Capitol
Washington, DC 20510

stateofficelaisan@saa.senate.gov

FOR PAYMENT OF RENT:

Terrebonne Consolidated
Government
8026 Main Street, 7th Floor
Houma, LA 70361

ATTN: Kandace Mauldin

**SUBMISSION OF MONTHLY RENT
INVOICES:**

U.S. Senate Sergeant at Arms
Accounts Payable Department
Washington, DC 20510-7205

**E-MAIL SUBMISSION OF MONTHLY
RENT INVOICES:**

stateofficelaisan@saa.senate.gov

o. CONTENTS:

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

Rider 1 – Additional Definitions

Exhibit A – Plan Showing Premises
Exhibit B – Building Plan
Exhibit E – Work Letter
Exhibit G – Rent Payment Invoice

- 3. PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord **185** usable square feet of office space located at **8026 Main Street, Suite 741, Houma, LA 70361**. Before the commencement date, Landlord (at Landlord's expense) shall construct improvements, or "initial alterations," to the premises, at its sole expense, in "substantial conformity" with the specifications of the plan, as approved by the Tenant, to be prepared according to the "work letter" attached as **Exhibit E**. Tenant shall be allowed to access the premises thirty (30) days prior to the anticipated commencement date (pre-occupancy access) to permit the Tenant to perform any pre-occupancy work, including without limitation, the installation of telephone, transmission lines, computer cabling, furniture, fixtures (if any) or other communications equipment as required. Prior to the commencement date, the parties shall inspect the premises, have all

building systems demonstrated and prepare a "punch list". The punch list shall list incomplete, minor or insubstantial details of construction, necessary mechanical adjustments and needed finishing touches. During the term of this lease, the Landlord shall correct any latent defects. Premises shall be considered in substantial completion or conformity only if the premises may be used for its intended purpose and the completion of any remaining work will not materially interfere with Tenant's enjoyment of the premises. Landlord warrants that, on the commencement date, the premises, the building and the property will comply with all applicable laws, including those relating to disability access and hazardous materials, that Building Systems serving the Premises are in good working order, and that the Building is properly zoned for the intended use of the Premises. A certificate of occupancy for the Premises must be issued and delivered to the Tenant. **The total amount of amortized space improvements included in the rent is \$0.00 per month.**

4. **TERM OF LEASE:** Tenant shall have and hold the leased premises for the period beginning (commencement date) **September 1, 2017** and ending (expiration date) **January 2, 2023**. This lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to his Senate seat after the expiration of his term of office, which he was serving upon the execution of this agreement, the Tenant may holdover in the leased premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either party by providing sixty (60) days advance written notice to the other party. This lease may be terminated by the Tenant or the U.S. Senate Sergeant at Arms in the event of the Tenant's resignation, expulsion, or death by providing sixty (60) days' advance written notice to the Landlord of intention to terminate. In the event of fire, flood, natural disaster, condemnation, contamination or any other occurrence resulting in the loss of the building or otherwise rendering the premises untenable or unfit for the intended use, the Tenant may terminate this lease by providing sixty (60) days advance written notice to the Landlord.

5. **RENT:** The monthly rent for the entire term, including any holdover period, shall be paid in arrears, in monthly installments of **\$312.00**, based on **185** usable square feet for an annual rent of **\$3,744.40**. The annual rent shall include all applicable Federal, State and local taxes and duties, all occupancy and user permits and fees, and all costs for parking as provided in Section 2(f). Rent shall be due on or about the last day of each month and Landlord shall submit an original invoice in a form approved by the U.S. Senate Sergeant at Arms (Exhibit G). Invoices shall be sent electronically via e-mail to stateofficelaiso@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city, state and zip code of the premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: U.S. Sergeant at Arms, Accounts Payable Department, Washington DC 20510-7205. Upon direction from the Tenant and the U.S. Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis. Any month-to-month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expirations of this Agreement. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, 2 U.S.C. §6317 limits the maximum annual rate that may be paid to the Landlord for rental of the leased premises and any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.

6. **REQUIRED FORMS:** Landlord agrees to provide the United States Senate Disbursing Office a current Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification", as revised December 2014. The form shall be sent electronically via e-mail to vendor_requests@disbursing.senate.gov with the subject line containing Landlord's name as identified in Section 1 and "Form W-9". If the form cannot be sent electronically, the original form may be mailed to the

following address: United States Senate, Disbursing Office, Hart Senate Office Building, Room 127, Washington, DC 20510-7104 or faxed to (202) 228-3447.

7. **TENANT RELOCATION:** Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by agreement of the Tenant to the proposed move requested by the Landlord. In the event the Tenant chooses to accept Landlord's offer to relocate to a different Premises, Landlord shall not increase the monthly rent if the offered Premises is larger or greater in value in terms of square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in Premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media and the acquisition of new stationary
8. **QUIET ENJOYMENT:** Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premise.
9. **SECURITY DEPOSIT:** No security deposit shall be required of the Tenant for this lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, and/or other electronic security system passes required for entry into the premises and/or building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.
10. **UTILITIES AND SERVICES:** Landlord shall provide the following utilities and services for the normal use and occupancy of the premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the premises); Water; Janitorial Services (to include all cleaning and lavatory/washroom supplies, vacuuming, dusting, trash removal including recycling and the provisioning of all required recycling containers on a daily basis; Elevator(s); The following services shall be provided on an annual basis: Extermination and Pest Control; Deep Professional Carpet Cleaning; and Window Washing; Availability of Telephone, Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.
11. **CABLE TELEVISION:** Intentionally Omitted.
12. **MAINTENANCE AND REPAIRS:** The Landlord shall maintain the Property including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Landlord under this Lease, in good repair and tenable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. Landlord shall keep the building and leased premises in compliance with all applicable state and local building, safety and fire codes. For the purpose of so maintaining the premises, the Landlord may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any

damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.

13. **BUSINESS HOURS:** Normal business hours for Tenant shall be Monday through Friday, 8:00 o'clock AM to 5:00 o'clock PM, unless otherwise agreed to by Landlord and Tenant.

14. **24 x 7 ACCESS TO PREMISES:** Tenant requires access to the premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hour's usage of Premises.

15. **LANDLORD'S RIGHT TO ENTER PREMISES:** Landlord and its agents, servants and employees may enter the Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety and good order of part or all of the Premises or building, provide trash removal and janitorial services required by this Lease, comply with applicable laws under Section 17, show the Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to prospective tenants, accompanied by a Tenant representative, if so requested by the Tenant, and remove any alterations made by the Tenant in violation of Section 20. Notwithstanding the above, entry is conditioned upon Landlord's: Giving the Tenant at least 24 hours advance notice, except in emergency, promptly finishing any work for which Landlord entered and causing the least practicable interference to the Tenant's operations.

16. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant; or may be terminated by Tenant upon sixty (60) days written notice should the Building or Premises be destroyed by fire, natural disaster, condemnation or other event that renders the Premises (or the common areas providing access to the Premises) untenable, unsafe or unusable for the intended purpose.

17. **INSURANCE AND INDEMNIFICATION:** The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, under which recovery may be sought through the United States Senate Sergeant at Arms for any injury or loss arising under this lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant, the United States Sergeant at Arms, and their agents, employees or invitees, shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and all of its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord, its agents, employees or invitees, and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

18. **COMPLIANCE:** During the term, Landlord shall comply with all applicable laws regarding the building and the property, including without limitation Environmental Laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto ("ADA"), and Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title III of the ADA and the Tenant's obligations as a public entity pursuant to Title II of the ADA for the premises and all common areas that service the premises. Landlord certifies that the Property (including the premises) are or will be free of asbestos or

non-contained asbestos on the commencement date and remain so throughout the term of the lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Tenant ten (10) days prior to the commencement date. Landlord shall certify that the building or premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Premises or pose a risk to personal safety.

19. **SIGNS:** The Landlord shall provide and pay for suitable building and suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all building directories throughout the building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable Laws and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to notice of the provisions of 18 U.S.C. §930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.

20. **SECURITY:** The Landlord shall provide and pay for security in accordance with building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for the Tenant to provide and install security enhancements to the leased premises at Tenant's sole cost and expense. Tenant shall not be required to return the leased premises to their original condition upon the termination of this lease. Any alarm system and monitoring which is currently provided, shall continue to be provided by the Landlord until such time as the U.S. Senate Sergeant at Arms provides the security enhancements mentioned herein. Upon the installation of the new U.S. Senate Sergeant at Arms-provided enhancements, the Landlord shall have the old security system removed at Landlord's expense.

21. **CAPITAL IMPROVEMENTS:** Capital improvements to the leased premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense, which may be recouped in the monthly rent subject to and upon the prior approval of the Sergeant at Arms. All improvements shall be made in good workmanlike manner and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990. All work performed at the request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms.

22. **TENANT COOPERATION WITH "GREEN INITIATIVES":** Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives" such as LEED certification, which cooperation shall include providing electric consumption data or other relevant and non-sensitive data (as determined by the Tenant and Sergeant at Arms Liaison Office) in proper format for reporting to the U.S. Green Building Council (or similar or successor authority selected by Landlord). Tenant's cooperation is conditioned upon said certification(s) not resulting in changes to the Lease or the Cleaning Schedule at Exhibit D.

23. **ASSIGNMENT:** Landlord shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to the Tenant, and agrees that any such assignment without such notice shall be void for purposes of this Lease. Landlord shall file copies of any such notice with the Tenant and the U.S. Senate Sergeant at

Arms at the notification addresses provided in Section 2 of the Lease. Tenant agrees not to assign or sublet the Premises during the course of the Lease.

24. **SALE OR TRANSFER OF LEASED PREMISES:** Landlord shall provide thirty (30) days' prior written notice to Tenant and the U.S. Senate Sergeant at Arms in the event of any sale to a third party of any part of the leased Premises, or Landlord transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and U.S. Senate Sergeant at Arms at the addresses in Section 2(n) of the Lease.

25. **BANKRUPTCY AND FORECLOSURE:** In the event that Landlord is placed in bankruptcy proceedings (whether voluntarily or involuntary), the leased Premises is foreclosed upon, or any similar occurrence, the Landlord agrees to promptly notify Tenant and the U.S. Senate Sergeant at Arms in writing at the addresses provided in Section 2 of this Lease.

26. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:** Landlord warrants that it holds such title to or other interest in the premises and other property as is necessary to the Tenant's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Tenant agrees, however, within twenty (20) business days next following the Tenant and the U.S. Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this lease so long as the Tenant is not in default under this lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the U.S. Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United States Government entity.

27. **ESTOPPEL CERTIFICATE(S):** Landlord should request an estoppel certificate thirty (30) days prior to the date needed and send a properly completed request form to the Tenant with a copy to the U.S. Senate

Sergeant at Arms at the addresses provided for notice in Section 2 of the Lease. The Landlord shall provide a copy of the signed estoppel certificate to the Sergeant at Arms' State Office Liaison promptly upon receipt of the certificate from the Tenant.

28. **TENANT'S PERFORMANCE:** The Tenant enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this lease are made solely on behalf of the Senator (Tenant) in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for default of payment or otherwise, and such Senator, in his official capacity, assumes all liability for performance of this lease agreement. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this agreement. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notification from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Tenant's default or otherwise.

29. **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract). Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Landlord and Tenant certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

30. **INCORPORATION:** This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.

31. **MODIFICATIONS:** Any changes, additions, modifications or amendments to the lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the U.S. Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the U.S. Senate Sergeant at Arms at the notice address in Section 2 of this Lease. Any changes, additions, modifications or amendments to the Lease inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C. §6317 (Home State office space for Senators; lease of office space), 28 U.S.C. §§ 2671-80 (Federal Tort Claims Act) and 31 U.S.C. §§ 1341, 1517(a) (Antideficiency Act), shall be null and void.

32. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

33. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises.

34. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

35. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

36. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

Gordon E. Dove
Parish President
Terrebonne Consolidated Govt

Honorable John Kennedy
United States Senator

Date

Date

Rider 1 ADDITIONAL DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.

"Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be, including, without limitation, the Tenant Work.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit B as they may be amended by Landlord from time to time with notice of the amendments provided to the Tenant and the U.S. Senate Sergeant at Arms.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Latent Defect" means a defect in the property premises found after the Tenant takes possession, discovered through the normal use of the premises and not typically found through normal inspection/investigation techniques. The defect can be in either the materials and/or workmanship used in the property/premises.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair and, at Landlord's election, in compliance with any current or future accreditation of the Building for any so-called "green initiatives".

"Monthly Rent" means the monthly installment of Minimum Annual Rent payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Normal Business Hours" means 8:00 a.m. to 5:00 p.m., Monday through Friday.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Rent" means the Minimum Annual Rent and any other amounts payable by Tenant to Landlord under this Lease.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant

"Substantial Completion or Conformity" means the premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant's enjoyment of the premises. On the Commencement Date, the Property, Building and Premises must be in compliance with all applicable laws, regulations and local ordinances be properly zoned according to the intended use, and Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by local authorities.

EXHIBIT E

WORK LETTER

This Work Letter (this "Work Letter") is attached to and made a part of that certain Lease (the "Lease"), between **TERREBONNE CONSOLIDATED GOVERNMENT** ("Landlord"), and the **HONORABLE JOHN KENNEDY** ("Tenant"). The terms used in this Work Letter that are defined in the Lease shall have the same meanings as provided in the Lease.

1. General.

1.1 Purpose. This Agreement sets forth the terms and conditions governing the design, permitting and construction of the tenant improvements ("Tenant Work") to be installed in the Premises.

1.2 Tenant's Representative. Tenant acknowledges that Tenant has appointed Michael Wong as its authorized representative ("Tenant's Representative") with full power and authority to bind Tenant for all actions taken with regard to the Tenant Work. Tenant hereby ratifies all actions and decisions with regard to the Tenant Work that the Tenant's Representative may have taken or made prior to the execution of this Work Letter. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order or approval or other matter relating to the Tenant Work until it has been executed by Tenant's Representative or a senior officer of Tenant. Neither Tenant nor Tenant's Representative shall be authorized to direct Landlord's general contractor with respect to the Tenant Work, unless otherwise agreed to in writing by Landlord. In the event that Landlord's general contractor performs any such work under the direction of Tenant or Tenant's Representative, then Landlord shall have no liability for the cost of such work, the cost of corrective work required as a result of such work, any delay that may result from such work, or any other problem in connection with such work.

2. Tenant Work. Subject to the provisions of this Work Letter, Landlord shall construct the Tenant Work in the Premises using Building standard materials substantially in compliance with the plans which are attached hereto and made a part hereof as Exhibit E-1 (the "Plans").

3. Responsibility and Payment.

3.1 Payments by Landlord. Landlord shall be responsible for the cost of preparing the Plans and for the cost of performing the Tenant Work as shown on the Plans, except those items which are Tenant's responsibility pursuant to Section 4, below, up to a maximum cost of \$49,722.67 (the "Cost Cap"). In no event shall Landlord's total obligations pursuant to this Work Letter exceed the Cost Cap.

3.2 Submission of Receipts. Landlord shall submit documentation to the Office of the Sergeant at Arms of the U.S. Senate, per the Notice clause in Section 2 (n), in the form of receipts to substantiate the actual costs of performing the Tenant Work as shown on the Plans, except those items which are Tenant's responsibility pursuant to Section 4 below.

4. Construction.

4.1 Responsibility for Construction. Landlord shall administer the construction of the Tenant Work in accordance with the Plans and any change orders approved pursuant to this Work Letter. All Tenant Work shall be constructed by Landlord's general contractor with the exception of those items constructed by Tenant's contractor or vendor which shall be limited to telephone equipment and specialized office equipment wiring, which shall be performed at Tenant's sole cost and expense, in good workmanlike manner in compliance with all Laws and pursuant to the Tenant Plans, and, shall, at Landlord's option, be performed under the supervision of Landlord or its contractor (or subcontractor).

4.2 Change Orders. If Tenant requests any change or addition to the work or materials to be provided by Landlord pursuant to this Work Letter, Landlord shall respond to Tenant's request for consent as soon as practicable, using commercially reasonable efforts to respond within five (5) business days after the request being made. If Landlord approves such request, Landlord shall as soon as practicable after such approval notify Tenant of the increase in amounts due as a result of such change order, including but not limited to any plan preparation and revisions, permitting and/or re-permitting and any work, materials and other services, and

the delay in substantial completion of the Premises, if any, due to the change order. The increase in amounts due as a result of any proposed change order shall include all amounts due that were included in the original budget as provided in this Work Letter.

5. Substantial Completion.

5.1 General. Landlord shall substantially complete (as defined below) the Tenant Work in accordance with the Plans, but neither the validity of this Lease nor the obligations of Tenant under this Lease shall be affected by a failure to Substantially Complete the Premises by a certain date, and Tenant shall have no claim against Landlord because of Landlord's failure to Substantially Complete the Premises on a certain date.

5.2 Substantial Completion. "Substantial Completion" or compliance shall be conclusively deemed to have occurred only when Tenant Work to be installed by Landlord pursuant to this Work Letter has been constructed in accordance with the Plans and approved change orders and when the premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant's enjoyment of the premises. Landlord warrants that, on the commencement date, the premises, the building and the property will comply with all applicable laws and the Building properly zoned for the intended use of the Premises. Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by state or local regulations. Notwithstanding the above, the Premises shall be considered Substantially Complete and ready to be utilized for their intended purpose even though (a) there remain to be completed in the Premises punch list items that will not materially interfere with Tenant's permitted use of the Premises, and/or (b) there is a delay in the Substantial Completion of the Premises due to a "Tenant Delay" as defined below.

5.3 Tenant Delays. A Tenant's Delay shall mean a delay caused directly or indirectly by any of the following: (a) Tenant's failure to comply with any of the deadlines specified in this Work Letter; (b) Tenant's request for changes or additions to the Tenant Work; (c); (d) Tenant's request for materials, finishes or installations which are not available as needed to meet the general contractor's schedule for Substantial Completion; (e) Tenant's or Tenant's agent, including Tenant's contractors, vendors, and Representative's interference with the general contractor's schedule; (f) the performance or completion of any work, labor or services by a party employed by Tenant; or (g) any other Tenant-caused delay. In the event of a Tenant's Delay, the commencement of the Term of the Lease and notwithstanding anything to the contrary stated in the Lease, the Term shall commence on the date the Premises would have been delivered to Tenant but for Tenant's Delay.

5.4 Punch List. Landlord and Tenant shall prepare and agree on a "punch list" which shall specify the items of work that require correction, repair or replacement. Landlord agrees to correct and complete any such items outlined in the punch list as soon as practicable, using commercially reasonable efforts to have all such items completed within thirty (30) days after Tenant's occupancy of the Premises.

5.5 Possession. Tenant, by taking possession of the Premises, agrees that Landlord has satisfactorily performed all work to be performed by it as hereinabove set forth, subject to the punch list items as may be agreed to by Landlord and Tenant.



Monday, August 21, 2017

Item Title:

Change Order 1 for STP Levee Rehab

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16 -SEW-12, South Wastewater Treatment Levee Rehabilitation Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------------|
| Executive Summary | 8/16/2017 | Executive Summary |
| Resolution | 8/16/2017 | Resolution |
| Backup Material | 8/16/2017 | Backup Material |



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)


| | |
|------------------------------|---|
| PROJECT TITLE | |
| Parish Project No. 16-SEW-12 | South Wastewater Treatment Plant Levee Rehabilitation Project |

| |
|---|
| PROJECT SUMMARY (200 WORDS OR LESS) |
| Rehabilitation of the South Wastewater Treatment Plant Levee. |


| |
|--|
| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS) |
| This change order will increase the contract time by 28 calendar days. |

| | | | | |
|--|----|-----|-------------------------|--------------|
| TOTAL EXPENDITURE | | | | |
| \$0 | | | | |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE) | | | | |
| ACTUAL | | | | |
| ESTIMATED | | | | |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) | | | | |
| N/A | NO | YES | IF YES AMOUNT BUDGETED: | \$406,169.00 |

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



Signature



Date

OFFERED BY:
SECONDED BY:

R E S O L U T I O N

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16 -SEW-12, South Wastewater Treatment Levee Rehabilitation Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated May 17, 2017 with Lil Man Construction , LLC., Recordation Number 1534170, for Parish Project No. 16-SEW-12, South Wastewater Treatment Plant Levee Rehabilitation Project, Terrebonne Parish, Louisiana, and

WHEREAS, this change order has been recommended to increase the contract time by 28 days due to adverse weather, and

WHEREAS, this change order will increase the contract time 28 calendar days, and

WHEREAS, this Change Order No. 1 has been recommended by the Engineer, GIS Engineering, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 1 to the construction agreement with Lil Man Construction, LLC. for Parish Project No. 16-SEW-12, South Wastewater Treatment Plant Levee Rehabilitation Project, Terrebonne Parish, Louisiana, for an increase of twenty-eight (28) calendar days to the contract, and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

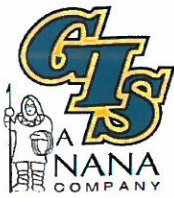
* * * * *

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



ENGINEERING LLC

Coastal Design & Infrastructure

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

August 9, 2017

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

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

Subject: Change Order No. 1

Reference: South Wastewater Treatment Plant Levee Rehabilitation Project
Sta. 76+00 thru Sta. 111+21
Parish Project No. 16-SEW-12
GIS Project No. 39130-1014/1015

Mr. Bush,

Enclosed please find four (4) Originals of Change Order No. 1 for the above referenced project. The purpose of this Change Order is add to the Contract weather days accumulated thru July 31, 2017.

Upon review and approval of the Terrebonne Parish Council, please execute and retain one (1) copy for your records, record one (1) copy with the Terrebonne Parish Clerk of Court office, and return the remaining copies to GIS. Upon receipt of the fully executed Change Order we will distribute a copy to the Contractor.

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

Christopher J. Jeanice, P.E.
Project Manager
Coastal Design & Infrastructure
GIS Engineering, LLC

Enclosures

Cc: Ashley Callahan – TPCG
Dustin Malbrough – GIS
Joseph Chauvin - GIS
Brian Brunet – GIS
Mariann Alvarez – GIS



ENGINEERING LLC

South Wastewater Treatment Plant
Levee Rehabilitation Project
Sta. 76+00 thru Sta. 111+21

Project No.16-SEW-12
Change Order No.1

OWNER:

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

DATE OF ISSUANCE:

August 1, 2017

ENGINEER:

GIS Engineering, LLC
2503 Petroleum Drive, Suite 110
Houma, Louisiana 70363

ENGINEER'S PROJECT NO.

39130-1014/1015

CONTRACTOR:

Lil Man Construction, LLC
P.O. Box 1492
Hammond, LA 70404

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

Purpose of Change Order:

The purpose of Change Order No. 1 is to add to the Contract weather days accumulated thru July 31, 2017.

Description:

This Change Order will add Twenty-Eight (28) weather days accumulated thru July 31, 2017 to the original Contract time of One Hundred Twenty (120) days, for a total Contract time of One Hundred Forty-Eight (148) days.

CHANGE IN CONTRACT PRICE:

| | |
|--|------------|
| Original Contract Price | |
| \$ | 406,169.00 |
| Previous Change Orders No. ___ to No. ___ | |
| \$ | 0.00 |
| Contract Price Prior to this Change Order | |
| \$ | 406,169.00 |
| Net Increase of this Change Order | |
| \$ | 0.00 |
| Contract Price with all approved Change Orders | |
| \$ | 406,169.00 |

CHANGE IN CONTRACT TIME:

| | |
|---|--|
| Original Contract Time | |
| 120 Calendar Days | |
| Days or Date | |
| Net Change from previous Change Orders | |
| 0 Days | |
| Days | |
| Contract Time Prior to this Change Order | |
| 120 Calendar Days | |
| Days or Date | |
| Net Increase of this Change Order | |
| 28 Days | |
| Date | |
| Contract Time with all approved Change Orders | |
| 148 Calendar Days | |
| Days or Date | |

RECOMMENDED:

By: 
Date: 8/9/17
GIS ENGINEERING, LLC

APPROVED:

By: _____
Date: _____
TPCG

APPROVED:

By: 
Date: 8/8/17
LIL MAN CONSTRUCTION, LLC



ENGINEERING LLC

South Wastewater Treatment Plant
Levee Rehabilitation Project
Sta. 76+00 thru 111+21

Project No.16-SEW-12

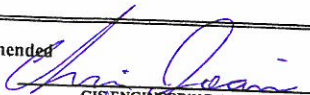
Change Order No. 1

Summary

| Bid Item No. | Item | Unit | Unit Cost | Original Qty | Original Bid \$ Amount | Net Change in Qty | Net Change in \$ Amount | Item New Total Qty | Item New Total \$ Amount |
|------------------------------|------|------|-----------|--------------|------------------------|-------------------|-------------------------|--------------------|--------------------------|
| | | | | | | | | | |
| Net Change in Contract Value | | | | | | | \$0.00 | | |

Recommended

By:


GSE ENGINEERING, LLC

Date:

8/9/17

Approved:

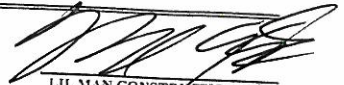
By:

TPCG

Date:

Approved:

By:



LIL MAN CONSTRUCTION, LLC

Date:

8/8/17

Category Number:
Item Number: 6.



Monday, August 21, 2017

Item Title:

Change Order 1 for Bobtown Package Plant Replacement

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16 -SEW-05, Bobtown Sewer Package Plant Replacement Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------------|
| Executive Summary | 8/16/2017 | Executive Summary |
| Resolution | 8/16/2017 | Resolution |
| Backup Material | 8/16/2017 | Backup Material |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Parish Project No. 16-SEW-05 Bobtown Sewer Package Plant Replacement

PROJECT SUMMARY (200 WORDS OR LESS)

This project is to replace the Bobtown package plant.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This change order will increase the contract time by 14 calendar days.

TOTAL EXPENDITURE

\$0

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$269,500.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Signature

Laurey E. Bond

Date

8/16/17

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16 -SEW-05, Bobtown Sewer Package Plant Replacement Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated October 17, 2016 with Volute, Inc., Recordation Number 1519549, for Parish Project No. 16-SEW-05, Bobtown Sewer Package Plant Replacement Project, Terrebonne Parish, Louisiana, and

WHEREAS, this change order has been recommended to increase the contract time by 14 days due to the delay in fabrication of the plant, and

WHEREAS, this change order will increase the contract time 14 calendar days, and

WHEREAS, this Change Order No. 1 has been recommended by the Engineer, All South Consulting Engineers, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 1 to the construction agreement with Volute, Inc. for Parish Project No. 16-SEW-05, Bobtown Sewer Package Plant Project, Terrebonne Parish, Louisiana, for an increase of fourteen (14) calendar days to the contract, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, All South Consulting Engineers, LLC.

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

August 3, 2017

Ms. Ashley Callahan
Engineering Analyst
Terrebonne Parish Pollution Control
2000 St. Louis Canal Rd.
Houma, LA 70364

**Re: Project No. 16-SEW-05 – Bobtown Sewer Package Plant Replacement
Change Order No. 1**

Ashley,

Please find the following attached for your approval:

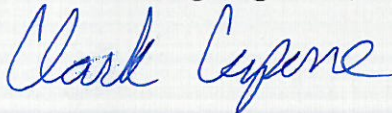
1. One (1) Original Balancing Change Order No. 1 signed by the Contractor and Engineer, and
2. One (1) copy of backup to the Contractor's request for additional contract days.

Please note that we have approved 14 additional contract days for delay in fabrication of the plant if approved by the Council.

Thank you and please let me know if you have any questions or require additional information.

Sincerely,

All South Consulting Engineers, LLC



Clark Capone, E.I.
Project Manager

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

AUG 03 2017

POLLUTION CONTROL

Metairie

652 Papworth Avenue
Metairie, LA 70005
Tel 504-322-2783

Belle Chasse

305A Main Street
Belle Chasse, LA 70037
Tel 504-394-4424

Houma

302 School Street
Houma, LA 70360
Tel 985-537-8893

Raceland

3744 Highway 1
Raceland, LA 70394
Tel 985-537-8893

Baton Rouge

8000 GSRI Avenue
Baton Rouge, LA 70820
Tel 225-532-1406

CHANGE ORDER
(BALANCING CHANGE ORDER)

Dated _____

OWNER's Project No. 16-SEW-05

ENGINEER's Project No. 032-011-01

Project: Bobtown Sewer Package Plant Replacement

CONTRACTOR Volute, Inc.

Contract For Base Bid

Contract Date October 17, 2016

To: Volute, Inc.

CONTRACTOR

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

OWNER

By _____

Dated _____, 2017

Nature of the Changes: Adjustment to contract time.

Enclosures: Request for Change Order and Letter from plant manufacturer documenting delay in receiving the new plant at the project site.

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

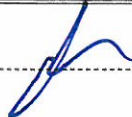
Contract Price Prior to This Change Order \$ 269,500.00

Net (Increase) (Decrease) Resulting from this Change Order \$ 0.00

Current Contract Price Including This Change Order \$ 269,500.00

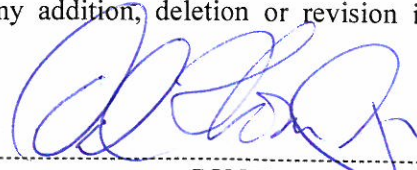
Contract Time Prior to This Change Order 125 Calendar Days
(Days or Date)
Net (Increase) (~~Decrease~~) Resulting from This Change Order 14 Calendar Days
(Days)
Current Contract Time Including This Change Order 139 Calendar Days
(Days or Date)

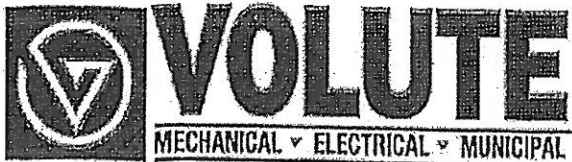
The Above Changes Are Approved:


.....
ENGINEER
By Jens T. Nielsen
Dated 8/2, 2017

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

The Above Changes Are Accepted:


.....
CONTRACTOR
By Dale C. Thompson Jr.
Dated 7/26, 2017



VOLUTE, INC.
313 VENTURE BLVD.
HOUMA, LA 70360

PHONE: (985) 876-8187
FAX: (985) 876-8251

April 27, 2017

Mr. Clark Capone
All South Consulting Engineers
302 School Street
Houma, LA 70360

Re: 16-SEW-05 Bobtown Sewer Package Plant Replacement
Request for Start-Up & Initiation of Operations of Sewer Treatment Plant

Dear Mr. Capone:

We are requesting a Change Order on the above referenced project due to circumstances beyond our control. Please see the attached explanation we requested from our supplier of the treatment plant. We would appreciate any consideration you would give this request.

You can contact me at the office if you have any questions.

Thank you,

Jelpi Picou
Project Manager

Bobtown STP Replacement



Request for Change Order No. 02

Date: April 27, 2017

Re: Days for Late Delivery of Plant

Materials:

| <u>Quan.</u> | <u>Description</u> | <u>Units</u> | <u>Totals</u> |
|--------------|------------------------|----------------|---------------|
| | | | \$0.00 |
| | | Material Costs | \$0.00 |
| | Sales Tax | N/A | |
| | Total Materials | | \$0.00 |

Labor:

| <u>Men</u> | <u>Hours Each</u> | <u>Manhours</u> | |
|-------------------------------|--------------------|-----------------|---------------|
| | | 0.00 | |
| | | 0.00 | |
| | | 0.00 | |
| | | 0.00 | |
| | | Totals | |
| (See Manhour breakdown above) | 0.00 | \$27.00 | \$0.00 |
| | Payroll Burden | 45% | \$0.00 |
| | Travel & Lodging | 30% | \$0.00 |
| | Total Labor | | \$0.00 |

Subcontractors/Misc:

Delay from Enviornmental Const. Corp.
Please see attached letter from ECC

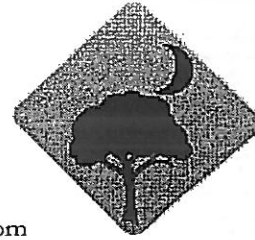
| | |
|--------------------|---------------|
| Total | \$0.00 |
| Total Volute Costs | \$0.00 |
| Volute O & P 15% | \$0.00 |
| Total Sub Costs | \$0.00 |
| Volute O&P 10% | \$0.00 |
| Total Add | \$0.00 |

Volute, Inc. - J Picou

Days Requested 21

Environmental Construction Corp.

P.O. BOX 396 • 6404 VIDALIA ROAD • PASS CHRISTIAN, MS 39571
OFFICE: 228-255-5353 • FAX: 228-255-6095 • EMAIL: EnvironmentalConstCo@gmail.com



April 27, 2017

Volute
Attn: Jelpi Picou
313 Venture Blvd.
Houma, LA 70360

Re: Fabrication Delays for Bobtown Sewer Package Treatment Plant

Dear Mr. Picou,

We do apologize that the delayed delivery of our plant to your jobsite did not allow you to complete your project by your deadline. Hopefully you can request an extension of time from the Owner and we would like to assist you in any way possible. With that in mind, we ask that the following be forwarded to the Project Engineer and Owner for consideration.

We do not normally begin fabrication of our plants until we receive a written release from the Purchaser and we received that release on November 22, 2016 once the submittals were approved. At that point we put the Bobtown plant in the queue for fabrication. Unfortunately, we had recently started the fabrication on another plant when we received that release so we could not start immediately. This alone added approximately 5-6 weeks lead time for your plant.

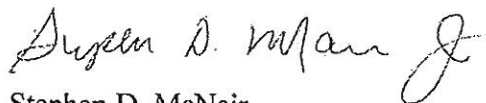
In addition to the lead time, we also went through two holiday evolutions that either cut our work weeks short or halted fabrication all together. The first was the Thanksgiving Holiday where we lost 2 days of production. The second was the Christmas/New Year's holidays where allow most of our labor force to take those two weeks off if they choose; most do and we are effectively shut down.

Lastly, the sandblasting and painting operations are always subject to weather conditions and we do normally try to account for that but we did experience several days of rain, fog, and higher humidity that slowed down production on both your plant and the one prior.

Again, we do apologize for any delays or inconvenience but we do ask that these items be considered and forwarded as needed in an attempt to request an extension of time.

Please feel free to contact our office with any concerns you may have.

Regards,

A handwritten signature in cursive script, appearing to read "Stephen D. McNair".

Stephen D. McNair
Environmental Construction Corp.

Cc:File

Attach:



Monday, August 21, 2017

Item Title:

Construction Award - Critical Facilities Hardening - Courthouse Annex

Item Summary:

RESOLUTION: Awarding and authorizing the signing of the construction Contract for Parish Project No. 14-HMGP-26, Critical Facilities Hardening – Courthouse Annex (HMGP), Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------------|
| Executive Summary | 8/17/2017 | Executive Summary |
| Resolution | 8/17/2017 | Resolution |
| Backup Material | 8/17/2017 | Backup Material |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE | |
|---------------|--|
| 14-HMGP-26 | Critical Facilities Hardening – Courthouse Annex |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|-------------------------------------|
| Hardening of the Courthouse Annex |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS) |
|---|
| This resolution allows for the awarding of the construction contract to BET Construction, Inc. contingent upon budget amendment |

| TOTAL EXPENDITURE | | | | |
|--|----|------------|-------------------------|--------------|
| \$673,970.00 | | | | |
| 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: | \$496,683.00 |

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

Jeanne P. Bray

08/16/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution awarding and authorizing the signing of the construction Contract for Parish Project No. 14-HMGP-26, Critical Facilities Hardening – Courthouse Annex (HMGP), 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-HMGP-26, Critical Facilities Hardening – Courthouse Annex (HMGP), Terrebonne Parish, Louisiana, and,

WHEREAS, the lowest base bid was submitted by BET Construction, Inc. in the amount of \$673,970.00, and

WHEREAS, the Parish is desirous of moving forward with the construction of the Critical Facilities Hardening – Courthouse Annex 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 BET Construction, Inc., in the base bid amount of \$673,970.00, 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 BET 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



Project No. 441-051-PED

August 1, 2017

Ms. Nia Picou-Bowens, EI
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Re: Proposed Engineering Amendment
Wind Hardening of Terrebonne Parish Critical
Facilities, Courthouse and Courthouse Annex
Terrebonne Parish, Louisiana

Dear Ms. Bowens:

We have reviewed the bids received by Terrebonne Parish Consolidated Government on July 25, 2017 for the above referenced project. The results of the bids submitted are shown on the enclosed bid tabulation.

Based on our evaluation, we recommend that the contract be awarded to BET Construction, Inc., of Thibodaux, Louisiana, who submitted the lowest and most responsive base bid of \$673,970.00 contingent upon necessary budget amendment.

It is recommended that the award be made subject to the Contractor's fulfillment of all applicable requirements set forth in the contract specifications. If you concur with this recommendation, please have this placed on the agenda for the next Council meeting.

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

Sincerely,

Providence Engineering and Design, LLC

Clay Breaud
Company Manager

CB/dbp
Enclosure

cc: Ms. Jeanne Bray, PE, Capital Projects Administrator - TPCG
Mr. Bryan Breaud, PE - Providence Engineering and Design, LLC



BID TABULATION

**PARISH PROJECT NO. 14-HMGP-26
WIND HARDENING AND FLOODPROOFING
TERREBONNE PARISH COURTHOUSE ANNEX
TERREBONNE PARISH, LOUISIANA**

Tuesday, July 25, 2017

| BIDDER | BASE BID |
|---|---------------------|
| ENGINEERS' ESTIMATE | \$510,000.00 |
| BET Construction, Inc. Thibodaux, Louisiana License No. 27797 | \$673,970.00 |
| Phoenix Architectural Products Smyrna, Georgia License No. 50229 | \$675,000.00 |
| Thomassie Construction, Inc. Thibodaux, Louisiana License No. 24904 | \$677,700.00 |
| Acadiane Renovations, Ltd. Franklin, Louisiana License No. 16992 | \$745,000.00 |
| LA Contracting Enterprise, LLC Thibodaux, Louisiana License No. 34263 | \$806,997.47 |