PARISH COUNCIL

PARISH OF TERREBONNE

Steve Trosclair
CHAIRMAN

Arlanda J. Williams
VICE-CHAIRWOMAN
DISTRICT 1
John Navy
DISTRICT 2
Arlanda J Williams
DISTRICT 3
Gerald Michel
DISTRICT 4
Scotty Dryden

2nd Floor, Council Meeting Room
Government Tower, 8026 Main Street
Houma, Louisiana

AGENDA

Wednesday, February 7, 2018
6:00 PM

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.

Venita H. Chauvin,
COUNCIL CLERK
DISTRICT 5
Christa Duplantis-Prather
DISTRICT 6
Darrin Guidry
DISTRICT 7
Al Marmande
DISTRICT 8
Dirk Guidry
DISTRICT 9
Steve Trosclair

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

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON JANUARY 10, 2018

APPROVE MINUTES OF THE SPECIAL COUNCIL SESSION MEETING, CONDEMNATION HEARINGS, HELD ON JANUARY 22, 2018

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON JANUARY 23, 2018

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 1/29/2018 & 2/5/2018

1. GENERAL BUSINESS:

A. Proclaiming February 2018 as "Black History Month" in Houma-Terrebonne.

B. Operational and financial overview of FY 2013 Investment in the LEPA Unit #1 Morgan City Power Plant.

2. PUBLIC WISHING TO ADDRESS THE COUNCIL:

A. As per speaker cards submitted prior to the beginning of the meeting.

6:30 O'CLOCK P.M. - PUBLIC HEARINGS RELATIVE TO:

A. An ordinance to amend the 2018 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

I. Safe Room East, $234,168
II. EOC Safe Room, $95,284

1) Consider adoption of ordinance.

B. An ordinance to amend the 2018 Adopted Operating Budget and the 5-year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

I. General Fund-Downtown Development, $500
II. Courthouse Elevator Repair, $65,000
III. Government Tower Chillers, $121,000
IV. Houma Police Department, $500
V. Animal Shelter, Petsmart-$40,000
VI. Customer Service, $18,000
VII. Prospect Blvd. Sidewalks, $41,437
VIII. LA 24 Sidewalk, $91,748
IX. Civic Center Sidewalk, $46,083
X. Falgout Canal Freshwater Enhancement, ($3,300,000)
XI. Terrebonne Parish Port Commission Generator, ($62,360)

1) Consider adoption of ordinance.

C. An ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; energize and accept the street lights; and the incorporation of the street(s) for Parkwood Place Subdivision into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses. **(Continued from 1/23/18)**

1. Consider adoption of ordinance.

3. COMMITTEE REPORTS:

A. Budget & Finance Committee, 2/5/18*

B. Policy, Procedure & Legal, 2/5/18

C. Public Services Committee, 2/5/18

D. Community Development & Planning Committee, 2/5/18
***(Ratification of minutes calls public hearings on 2/21/18 at 6:30 p.m.)**

4. STREET LIGHTS:

A. Light installations, removals, and/or activations.

5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

A. **Recreation District No. 1 Board:** One vacancy due to a resignation. Mr. Anthony Bruce Rainey, Sr. submits application.

B. **Recreation District No. 3 Board:** One vacancy to fill an unexpired term.

C. **Recreation District No. 5:** One expiring term. Mr. Brock Verdin submits an application for consideration.

D. **Recreation District No. 6 Board:** One vacancy due to resignation.

E. **Recreation District No. 8 Board:** One expiring term. Mr. Johnny Marks would like to be considered for re-appointment.

F. **Fire Protection District No. 10:** One expired term. Mr. Samual Small, Jr. submits application

G. **Houma-Terrebonne Public Trust Finance:** One expiring term.

H. **Houma Area Convention & Visitors' Bureau:** One expired term. Mr. Billy Gaston submits application and resume'.

I. **Terrebonne Parish Youth Advisory Council** : Two representatives from each of the following High Schools: Covenant Christian, H. L. Bourgeois, Houma Christian, South Terrebonne, Terrebonne, and Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal.

J. **Terrebonne Parish Tree Board:** Two expiring terms and one vacancy due to resignation. Ms.Sandy Wright Ostheimer and Ms. Melissa Hutchinson would like to be considered for re-appointment. Mr. Michael Niette submits application.

6. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

A. **Upcoming Vacancies:**
Houma Board of Zoning Adjustments: One vacancy for Alternate Position.
Terrebonne Parish Library Board of Control: One expiring term.
Village East Fire Protection District Board One expired term to replace a member who was re-appointed, but did not want to be.

7. COUNCIL MEMBERS REQUEST DISCUSSION OF:

A. Councilman John Navy:
Discussion and possible action relative to a request to assist the Houma-Terrebonne Housing Authority in repaying a debt to the Federal Government.

8. ANNOUNCEMENTS:

A. **Council Members**

B. **Parish President**

9. MONTHLY ENGINEERING REPORTS:

A. Milford & Associates, Inc.

B. T. Baker Smith

C. GIS Engineering, LLC

10. ADJOURN

Category Number:
Item Number:

Wednesday, February 7, 2018

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:

Wednesday, February 7, 2018

Item Title:
PLEDGE OF ALLEGIANCE

Item Summary:
PLEDGE OF ALLEGIANCE

Category Number:
Item Number:

Wednesday, February 7, 2018

Item Title:
REGULAR SESSION MINUTES, APPROVE

Item Summary:
APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON JANUARY 10, 2018

Category Number:
Item Number:

Wednesday, February 7, 2018

Item Title:
Special Session, Condemnation Hearings, 1-22-18

Item Summary:
APPROVE MINUTES OF THE SPECIAL COUNCIL SESSION MEETING, CONDEMNATION HEARINGS, HELD ON JANUARY 22, 2018

Category Number:
Item Number:

Wednesday, February 7, 2018

Item Title:
REGULAR SESSION MINUTES, DISTRIBUTE

Item Summary:
DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON JANUARY 23, 2018

Category Number:
Item Number:

Wednesday, February 7, 2018

Item Title:
Accounts Payable Bill Lists for 1/29/2018 & 2/5/2018

Item Summary:
APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 1/29/2018 & 2/5/2018

ATTACHMENTS:

Description	Upload Date	Type
Accounts Payable Bill Lists for 1/29/2018 & 2/5/2018	2/1/2018	Executive Summary

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 1/29/2018 & 2/5/2018

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

_____s/Kandace M. Mauldin, CFO_____ February 1, 2018

Signature Date

Category Number: 1.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Proclamation - Black History Month

Item Summary:
Proclaiming February 2018 as "Black History Month" in Houma-Terrebonne.

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	2/1/2018	Backup Material

CITY OF HOUMA, LOUISIANA

PARISH OF TERREBONNE

PROCLAMATION

WHEREAS, *the purpose of "African-American"/"Black History" is to celebrate and acknowledge the history and legacy of "African-Americans" in the United States of America and their integral part in the formation of this country; and*

WHEREAS, *there are many unknown contributors to this rich legacy that it is befitting to note their contributions during the month of February; and*

WHEREAS, *education has been the bridge to wisdom, it is with honor that the contributions of:*

GRANVILLE T. WOODS (AUTO CUT-OFF SWITCH 1839)
ALEXANDER MILES (ELEVATOR 1867)
THOMAS MARSHALL (FIRE EXTINGUISHER 1872)
OSBOURN DORSEY (DOOR KNOB 1878)
LEWIS HOWARD LATIMER (LIGHT BULB FILAMENT 1882)
DANIEL HALE WILLIAMS (OPEN HEART SURGEON; 1ST SUCCESSFUL SURGERY IN 1891)
LYDIA O. NEWMAN (HAIR BRUSH 1898)
NATHANIEL ALEXANDER (FOLDING CHAIR 1911)
ALICE H. PARKER (GAS HEATING FURNACE 1919)
GARRETT MORGAN (TRAFFIC LIGHT 1923)
GEORGE T. SAMPSON (CLOTHES DRYER 1971); *and*

WHEREAS, *generations of inventions, contributions, and discoveries have yet to be mentioned, "African-American"/"Black History" Month has provided enlightenment on these notable Americans.*

NOW, THEREFORE BE IT PROCLAIMED BY THE TERREBONNE PARISH COUNCIL, *on the behalf of Parish President Gordon E. Dove and the entire Terrebonne Parish Consolidated Government, that February 2018 be hereby declared*

BLACK HISTORY MONTH IN HOUMA-TERREBONNE

GORDON E. DOVE
PARISH PRESIDENT

STEVE TROSCLAIR
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY — *DISTRICT 1*
ARLANDA WILLIAMS — *DISTRICT 2*
GERALD MICHEL — *DISTRICT 3*
SCOTTY DRYDEN — *DISTRICT 4*
CHRISTA DUPLANTIS-PRATHER — *DISTRICT 5*
DARRIN W. GUIDRY, SR. — *DISTRICT 6*
AL MARMANDE — *DISTRICT 7*
DIRK J. GUIDRY — *DISTRICT 8*
STEVE TROSCLAIR — *DISTRICT 9*

Category Number: 1.
Item Number: B.

Wednesday, February 7, 2018

Item Title:
LEPA Unit 1 Overview

Item Summary:
Operational and financial overview of FY 2013 Investment in the LEPA Unit #1 Morgan City Power Plant.

Category Number: 2.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Public to address Council

Item Summary:
As per speaker cards submitted prior to the beginning of the meeting.

Category Number:
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Budget Amendment Safe Rooms

Item Summary:
An ordinance to amend the 2018 Adopted Operating Budget and the 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

I. Safe Room East, $234,168
II. EOC Safe Room, $95,284

1) Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Exec Sum Budget Amendment	1/9/2018	Executive Summary
Ordin Budget Amendment	1/9/2018	Ordinance
Budget Amendment Backup	1/9/2018	Backup Material

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS. I. Safe Room East, $234,168 II. EOC Safe Room, $95,285

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See above

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

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

_____/s/ Kayla Dupre_____ _____January 9, 2018

Signature Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

I. Safe Room East, $234,168
II. EOC Safe Room, $95,285

SECTION I

WHEREAS, the Terrebonne Parish Consolidated Government (TPCG) has been awarded an additional $234,168 ($175,626 75% federal share, $58,542 25% non-federal) from Hazard Mitigation Grant Program (HMGP) for Terrebonne Parish – Safe Room East/Training Center (HMGP #1786-109-007, FEMA-1786-DR-LA, Project #170), and

WHEREAS, the project will enable 56 essential personnel to remain on the east side of the Parish serving the population whether the bridges are intact or not, and

WHEREAS, the Program requires a 25% ($58,542) non-federal share, and

WHEREAS, the funding source for the non-federal share is from the Public Safety Fund.

NOW, THERFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and the 5-Year Capital Outlay be amended for the Safe Room East. (Attachment A)

SECTION II

WHEREAS, the Terrebonne Parish Consolidated Government (TPCG) has been awarded additional funding $95,285 (69,669 federal share, $25,616 non-federal) from Hazard Mitigation Grant Program (HMGP) Multi-Agency EOC Safe Room Project (HMGP #1792-109-0004, FEMA-1792-DR-LA, Project #10), and

WHEREAS, the project provide shelter for 200 first responders north of Hwy 90, and

WHEREAS, the Program requires a non-federal share for $25,616, and

WHEREAS, the funding source for the non-federal share is from the Sales Tax Revenue Fund.

NOW, THERFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and the 5-Year Capital Outlay be amended for the Multi-Agency EOC Safe Room. (Attachment B)

Prepared By: Finance Department
PC File: 2018-Various Items - A
Date Prepared: 1/8/18 BA #2

ATTACHMENT A - Safe Room East

	2018		
	Adopted	Change	Amended
East Side Safe Room	1,136,814	234,168	1,370,982
HMGP 1786-109-07 Safe Room East	(743,097)	(175,626)	(918,723)
transfer from Public Safety Fund	-	(58,542)	(58,542)
Fire Engines/Trucks	257,245	(58,542)	198,703
transfer to Capital Projects Control	-	58,542	58,542
1786-06 SRL/RL Elevation Project	8,064,996	(238,608)	7,826,388
1786-0006 FEMA	(6,923,005)	175,626	(6,747,379)
1786-0006 non-federal	(2,370,121)	62,982	(2,307,139)

ATTACHMENT B - EOC Safe Room

	2018		
	Adopted	Change	Amended
Safe Room-EOC	2,332,023	95,285	2,427,308
Safe Room-EOC	(1,795,045)	(69,669)	(1,864,714)
transfer from Sales Tax Fund	(836,542)	(25,616)	(862,158)
transfer to Capital Projects Control	836,542	25,616	862,158
Fund Balance (decrease)	n/a	(25,616)	n/a

Section I

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 9, 2017

James Waskom, Director
Governor's Office of Homeland Security
and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

Attn: Jeffrey Giering, State Hazard Mitigation Officer

Re: 1786-0170-LA
Terrebonne Parish –Safe Room East Project
Scope of Work Modification
CFDA 97.039 Hazard Mitigation Grant Program (HMGP)

Dear Mr. Waskom:

This letter provides official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) approves your request dated October 16, 2017, for a budget revision for the Terrebonne Parish –Safe Room East Project. FEMA agrees with the additional analysis and information submitted by the recipient demonstrating that additional funding is needed due to the lowest bid coming in over the previously approved budget.

The revised budget results in an increase in the federal share for the project referenced above. FEMA obligated federal funds in the amount of $175,626.00, the chart below reflects the updated funding summary.

Summary of Funding	Federal	Non-Federal	Total
Original	$743,097.00	$247,699.00	$990,796.00
Amendment	$175,626.00	$58,542.00	$234,168.00
Total	$918,723.00	$306,241.00	$1,224,964.00

RECEIVED
NOV 28 2017
TPCG FINANCE DEPT.

see attachment for accts

If you have any questions regarding the information, please contact Myra Leonard, HMA Specialist at (940) 383-7268, myra.leonard@fema.dhs.gov.

Sincerely,

H. Camille Crain

H. Camille Crain
HMA Branch Chief

ENCLOSURES: Obligation Report
REC

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1786	170 - R	2	248	3	253	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1786-109-0007 -Terrebonne Parish - Safe Room/Training Center

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$918,723	$918,723	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$175,626	$0	$0	$175,626	11/09/2017	Accept	2018

Comments

Date: 11/09/2017 User Id: MLEONAR1

Comment: APPROVED PER GOHSEP REQUEST

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/09/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/09/2017

Record of Environmental Consideration

See FEMA Directive 108-1 and FEMA Instruction 108-1-1.

Project Name/Number: HMGP-DR-1786-LA Project #170 Terrebonne Parish Dual-Use Hurricane Safe Room Project

Project Location: 2104 Morris Street (Latitude: 29.59290; Longitude: -90.69856), Houma, Terrebonne Parish, Louisiana

Project Description: The proposed HMGP project involves the construction of a dual-use safe room at 2104 Morris Street, Houma, Louisiana 70363 (Latitude: 29.59290; Longitude: -90.69856). The proposed safe room will be have a gross area of approximately 1,714 square feet and a usable space of approximately 1,128 square feet. The safe room will provide near-absolute life safety protection for an estimated 56 critical/essential services personnel during a hurricane. When not in use as a safe room, the facility would serve as the City of Houma's Fire Training Center. The project also includes installing a generator and utilities at the safe room site, which will link into existing systems. A parking lot, funded by another source, will also be installed at the safe room site. The safe room will be built in accordance with FEMA P-361, Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms, Third Edition.

National Environmental Policy Act (NEPA) Determination

- ☐ Statutorily excluded from NEPA review. **(Review Concluded)**
- ☐ Categorical Exclusion - Category ()
  - ☐ No Extraordinary Circumstances exist.
    Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
  - ☐ Extraordinary Circumstances exist (See Section IV).
    - ☐ Extraordinary Circumstances mitigated. (See Section IV comments)
      Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Environmental Assessment
- ☒ Supplemental Environmental Assessment (Reference EA or PEA in comments)
- ☐ Environmental Impact Statement

Comments: In accordance with FEMA Instruction 108-1-1, an Environmental Assessment (EA) has been prepared pursuant to Section 102 of the National Environmental Policy Act (NEPA) of 1969, as implemented by the regulations promulgated by the President's Council on Environmental Quality (CEQ; 40 CFR Parts 1500-1508). A tiered Site-Specific Environmental Assessment (SEA) was prepared in accordance with and tiered from the Programmatic Environmental Assessment (PEA) for Hazard Mitigation Safe Room Construction because the floodplain impacts required additional analysis and were beyond the scope of the PEA. A Finding of No Significant Impact (FONSI), with conditions, was issued for the PEA on June 2, 2011 and for the SEA on October 13, 2016. The project activities are consistent with the scope of activities outlined in the PEA for Alternative 5: New Stand-Alone Construction in Previously Undisturbed Areas.

Reviewer and Approvals

☐ Project is Non-Compliant (See attached documentation justifying selection).

FEMA Environmental Reviewer.
Name: Dorothy Cook, Environmental Specialist

Signature _____ Date 10/13/2016

FEMA Regional Environmental Officer or delegated approving official.
Name: Kevin Jaynes, Regional Environmental Officer

Signature _____ Date 10/13/2016

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

☐ Not type of activity with potential to affect historic properties. **(Review Concluded)**
☐ Applicable executed Programmatic Agreement Otherwise, conduct standard Section 106 review.
☐ Activity meets Programmatic Allowance #
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

☒ No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
☐ Building or structure listed or 45/50 years or older in project area and activity not exempt from review.
☐ Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
☐ Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
☐ No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

☐ Project affects only previously disturbed ground. **(Review Concluded)**
☒ Project affects undisturbed ground.
☒ Project area has no potential for presence of archeological resources
☒ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
☐ Project area has potential for presence of archeological resources
☐ Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
Are project conditions required ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Determination of historic properties affected
☐ NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).
Are project conditions required ☐Yes (see section V) ☐ No **(Review Concluded)**
☐ NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
☐ No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
☐ Resolution of Adverse Effect completed. (MOA on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**

Comments: FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated September 29, 2015. Consultation with the Alabama-Coushatta Tribe of Texas, Coushatta Tribe of Louisiana, Chitimacha Tribe of Louisiana, Jena Band of Choctaw Indians, Mississippi Band of Choctaw Indians, and Tunica-Biloxi Tribe of Louisiana was conducted per 36 CFR §800.2(c)(2)(i)(B), dated September 9, 2015. No tribes provided comments within 30 days. FEMA has determined that proposed project will not adversely affect traditional, religious, or culturally significant sites.
Correspondence/Consultation/References:

B. Endangered Species Act

☐ No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**
☒ Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.
☒ No effect to species or designated critical habitat.
Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**

☐ May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Likely to adversely affect species or designated critical habitat
☐ Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

C. Coastal Barrier Resources Act

☒ Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.
☐ Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)
☐ Proposed action an exception under Section 3505.a.6 **(Review Concluded)**
☐ Proposed action not excepted under Section 3505.a.6.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

D. Clean Water Act

☒ Project would not affect any water of the U.S. **(Review Concluded)**
☐ Project would affect waters, including wetlands, of the U.S.
☐ Project exempted as in kind replacement or other exemption. **(Review Concluded)**
☐ Project may require Section 404/401/or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

E. Coastal Zone Management Act

☒ Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**
☐ Project is located in a coastal zone area and/or affects the coastal zone
☐ State administering agency does not require consistency review. **(Review Concluded)**.
☐ State administering agency requires consistency review.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

F. Fish and Wildlife Coordination Act

☒ Not applicable for financial assistance. **(Review Concluded)**

G. Clean Air Act

☒ Project will not result in permanent air emissions. **(Review Concluded)**
☐ Project is located in an attainment area. **(Review Concluded)**
☐ Project is located in a non-attainment area.
☐ Coordination required with applicable state administering agency.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

H. Farmland Protection Policy Act

☒ Project does not affect designated prime or unique farmland. **(Review Concluded)**
☐ Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
☐ Coordination with Natural Resource Conservation Commission required.
☐ Farmland Conversion Impact Rating, Form AD-1006, completed.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

I. Migratory Bird Treaty Act

☐ Project not located within a flyway zone. **(Review Concluded)**
☒ Project located within a flyway zone.
☒ Project does not have potential to take migratory birds.
Are project conditions required? ☐ Yes (see section V) ☒ No **(Review Concluded)**
☐ Project has potential to take migratory birds.
☐ Contact made with USFWS
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

J. Magnuson-Stevens Fishery Conservation and Management Act

☒ Project not located in or near Essential Fish Habitat. **(Review Concluded)**
☐ Project located in or near Essential Fish Habitat.
☐ Project does not adversely affect Essential Fish Habitat.
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
☐ NOAA Fisheries provided no recommendation(s)
Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
☐ NOAA Fisheries provided recommendation(s)
☐ Written reply to NOAA Fisheries recommendations completed.
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

K. Wild and Scenic Rivers Act

☒ Project is not along and does not affect Wild or Scenic River (WSR) - **(Review Concluded)**
☐ Project is along or affects WSR
☐ Project adversely affects WSR as determined by NPS/USFS. **FEMA cannot fund the action**. (NPS/USFS/USFWS/BLM consultation on file) **(Review Concluded)**
☐ Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

L. Other Relevant Laws and Environmental Regulations

Resource Conservation and Recovery Act (RCRA): Excavated soil and waste materials will be managed and disposed of in accordance with applicable local, state, and federal regulations. If contaminated materials are discovered during construction activities, the work will cease until the appropriate procedures and permits are implemented.

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

☐ No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**
☒ Located in Floodplain or Effects on Floodplains/Flood levels
- ☐ No adverse effect on floodplain and not adversely affected by the floodplain.
  Are project conditions required? ☐ Yes (see section V) ☐ No **(Review Concluded)**
- ☐ Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded).**
- ☒ Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
  - ☒ 8 Step Process Complete - documentation on file
    Are project conditions required? ☒ YES (see section V) ☐ NO **(Review Concluded)**

Comments: The project is located within an "AE" zone, area of 100-yr flooding, per Preliminary Flood Insurance Rate Map (FIRM) panel 22109C0255E, dated 07/30/2008. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist completed as part of the Site-Specific Environmental Assessment (SEA).
Correspondence/Consultation/References:

B. E.O. 11990 - Wetlands

☒ No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**
☐ Located in Wetland or effects Wetland(s)
- ☐ Beneficial Effect on Wetland - **(Review Concluded)**
- ☐ Possible adverse effect associated with constructing in or near wetland
  - ☐ Review completed as part of floodplain review
  - ☐ 8 Step Process Complete - documentation on file
    Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: A review of the National Wetland Inventory (NWI) online mapper, accessed on August 25, 2016, for the site indicates that the area is not located within nor does it affect a designated wetland.
Correspondence/Consultation/References:

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

☐ No Low income or minority population in, near or affected by the project - **(Review Concluded)**
☒ Low income or minority population in or near project area
- ☒ No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**
- ☐ Disproportionately high or adverse effects on low income or minority population
  Are project conditions required? ☐ YES (see section V) ☐ NO **(Review Concluded)**

Comments: None.
Correspondence/Consultation/References:

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:
Correspondence/Consultation/References:

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA). If the circumstance can be mitigated, please explain in comments. If no, leave blank.

Yes

- ☐ (i) A potentially significant effect on public health or safety.
- ☐ (ii) A potentially significant effect on species or habitats protected by the ESA, Marine Mammal Protection Act, Migratory Bird Treaty Act, Magnuson-Stevens Fishery Conservation and Management Act, or other law protecting a species or habitat.
- ☐ (iii) A potentially significant effect on historic properties (e.g., districts, sites, buildings, structures, or objects) that are listed in or eligible for listing in the National Register of Historic Places, affects traditional cultural properties or sacred sites, or leads to the loss or destruction of a significant scientific, cultural, or historical resource.
- ☐ (iv) A potentially significant effect on an environmentally sensitive area.
- ☐ (v) A potential or threatened violation of a Federal, State, or local law or requirement imposed to protect the environment. Some examples of other requirements to consider are: a local noise control ordinance; the requirement to conform to an applicable State Implementation Plan for air quality standards; Federal, Tribal, State, or local requirements to control hazardous or toxic substances; and environmental permits.
- ☐ (vi) An effect on the quality of the human environment that is likely to be highly controversial in terms of scientific validity, likely to be highly uncertain, or likely to involve unique or unknown environmental risks. This also includes effects that may result from the use of new technology or unproven technology. Controversy over, including public opposition to, a proposed action absent any demonstrable potential for significant environmental impacts does not itself constitute an extraordinary circumstance.
- ☐ (vii) Extent to which a precedent is established for future actions with significant effects.
- ☐ (viii) Significantly greater scope or size than normally experienced for this particular category of action.
- ☐ (ix) Potential for significant degradation of already existing poor environmental conditions. Also, initiation of a potentially significant environmental degrading influence, activity, or effect in areas not already significantly modified from their natural condition.
- ☐ (x) Whether the action is related to other actions with individually insignificant, but cumulatively significant impacts.

Comments: None

V. Environmental Review Project Conditions

General comments: None

Actions under this PEA and FONSI must meet the following conditions. Failure to comply with these conditions would make the FONSI determination inapplicable for the project and could jeopardize the receipt of FEMA funding.

1. Excavated soil and waste materials will be managed and disposed of in accordance with applicable local, state, and federal regulations. If contaminated materials are discovered during construction activities, the work will cease until the appropriate procedures and permits are implemented.

2. The grantee and sub grantee will follow applicable mitigation measures as identified in Section 7 of the PEA to the maximum extent possible.

3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

4. Terrebonne Parish must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panel 22109C0255E, dated 07/30/2008, whichever is more restrictive per Executive Order 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

5. Terrebonne Parish must elevate the safe room at or above the 500-year floodplain elevation of 13.5 feet.

6. For actions located in the floodplain and/or wetlands, Terrebonne Parish must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work.

7. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

8. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

9. Terrebonne Parish must comply with the conditions stated in the PEA FONSI, dated June 2, 2011, for the Proposed Action Alternative.

Monitoring Requirements: None

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1786	170-R	2	248	3	253	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1786-109-0007 -Terrebonne Parish - Safe Room/Training Center

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$918,723	$918,723	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$175,626	$0	$0	$175,626	11/09/2017	Accept	2018

Comments

Date: 11/09/2017 User Id: MLEONAR1

Comment: APPROVED PER GOHSEP REQUEST

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/09/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/09/2017

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 11/28/17
OCTOBER 31, 2017 - MONTH LAST CLOSED

ACCT: 231-418-8353-02
HMGP - GUSTAV (1786)
HMGP 1786-06
1786-06 SRL/RL ELEVATION PROJ

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	9,406,062	1,183,451.18	0	8,222,611
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	10,018,060	.00	N/A	10,018,060
2016	10,018,060	611,997.75	N/A	9,406,062

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 14, 2017

James Waskom, Director
Governor's Office of Homeland Security
and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

RECEIVED
NOV 28 2017
TPCG FINANCE DEPT

Attn: Jeffrey Giering, State Hazard Mitigation Officer

Re: 1786-0164-LA
Terrebonne Parish –SRL/SL Elevation Project
Scope of Work Modification
CFDA 97.039 Hazard Mitigation Grant Program (HMGP)

Dear Mr. Waskom:

This letter provides official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) approves your request dated October 20, 2017, for a budget revision for the Terrebonne Parish –SRL/SL Elevation Project. FEMA agrees with the additional analysis and information submitted by the recipient demonstrating that the withdrawal and de-obligation of funds for one property and the de-obligation of funds due to a decrease in costs for two additional properties is justified.

Property Address	Amendment Request	Amount
1425 Highway 55, Montegut, LA 70377	Withdraw/De-obligation	($143,330.00)
5482 Shrimpers Row, Houma, LA 70363	De-obligation	($ 1,362.00)
609 Westview Drive, Houma, LA 70364	De-obligation	($ 30,934.00)

The revised scope of work results in a decrease in the federal share for the project referenced above. FEMA de-obligated federal funds in the amount of $175,626, the chart below reflects the updated funding summary.

Summary of Funding	Federal	Non-Federal	Total
Original	$7,373,435.00	$2,644,625.00	$10,018,060.00
Amendment	($175,626.00)	($ 62,982.00)	($ 238,618.00)
Total	$7,197,809.00	$2,581,633.00	$ 9,779,442.00

231-418-8353-02 <175,626.00>

If you have any questions regarding the information, please contact Myra Leonard, HMA Specialist at (940) 383-7268, myra.leonard@fema.dhs.gov.

Sincerely,

H. Camille Crain
HMA Branch Chief

ENCLOSURES: Obligation Report
REC

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1786	164 - R	0	240	2	255	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1786-109-0006 TERREBONNE PARISH SRL/RL ELEVATIONS

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$7,197,809	$7,197,809	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$-175,626	$0	$0	$-175,626	11/15/2017	Accept	2013

Comments

Date: 11/14/2017 User Id: MLEONAR1

Comment: DE-OBLIGATION APPROVED PER GOHSEP REQUEST

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/14/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/14/2017

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-194-8912-14
EAST SAFE ROOM/TRAINING CENTER
HMGP#1786-109-0007
R: 659-000-6318-17

TOTAL FUNDING	**$**	**1,450,581**
EXPENDITURES THRU 12/31/16		**(50,928)**
PROJECT BALANCE	**$**	**1,399,653**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Feb-17	ORD 8828	FEMA/HMGP#1786-109-0007		743,097					
Feb-17	ORD 8828	DHAP FUND 224		131,408					
Feb-17	ORD 8828	DHAP FUND 232		116,291					
Jun-17	ORD 8851	FROM 655-351-8929-26 FD 151		170,000					
Oct-17	ORD 8894	FROM 204-222-8912-05		55,617					
Jan-18	PENDING BA	FROM 231-418-8353-02 FEMA			175,626				
Jan-18	PENDING BA	FROM 204-222-8912-02			58,542				
	LESS PRIOR YEARS EXPENDITURES		(50,928)						
		FUNDS AVAILABLE	$ (50,928)	$ 1,216,413	$ 234,168	$ -	$ -	$ -	$ -

ENGINEER/ARCHITECT: HOUSTON J. LIRETTE, JR.

DESCRIPTION: TERREBONNE PARISH SAFE ROOM FOR FIRST RESPONDERS PROJECT.

231-000-6318-07	1786-006 FEMA	$175,626
231-000-6375-06	1786-006 nonfed	$62,982
231-418-8353-02	1786-06 SRL Elevat	(238,608)
659-000-6318-17	FEMA	(175,626)
659-000-7102-~~31~~ 04	transfer from PSF	(58,~~6224~~ 542)
659-194-8912-14	East Side Site	$234,~~250~~ 168
204-999-9106-59	transfer to CPF	58,542
204-222-8914-02		(58,542)

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/08/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-194-8912-14
CAPITAL PROJECTS CONTRL
GOVERNMENT BUILDINGS
E.SIDE SAFE ROOM HMGP-1786-07

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	1,165,485	28,671.48	0	1,136,814
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	0	50,928.15	N/A	50,928-

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/09/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-000-6318-17
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
HMGP 1786-109-07 SAFE RM EAST

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	743,097	.00	0	743,097-
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/09/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 204-222-8914-02
PUBLIC SAFETY FUND
FIRE - URBAN
FIRE ENGINES/TRUCKS

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	257,245	.00	0	257,245
2018	0	.00	0	0
CLOSED:				
2011	272,679	.00	N/A	272,679
2012	372,679	.00	N/A	372,679
2013	472,679	.00	N/A	472,679
2014	572,679	426,544.28	N/A	146,135
2015	346,135	88,890.00	N/A	257,245
2016	257,245	.00	N/A	257,245

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/09/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 231-418-8353-02
HMGP - GUSTAV (1786)
HMGP 1786-06
1786-06 SRL/RL ELEVATION PROJ

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	9,406,062	1,341,066.08	0	8,064,996
2018	0	.00	11,705	11,705-
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	10,018,060	.00	N/A	10,018,060
2016	10,018,060	611,997.75	N/A	9,406,062

ACCOUNT EXCEEDS BUDGET AMOUNT

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/09/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 231-000-6318-07
HMGP - GUSTAV (1786)
NO DEPARTMENT NAME
1786-0006 FEMA

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	6,923,005	.00	0	6,923,005-
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	7,373,435	.00	N/A	7,373,435-
2016	7,373,435	450,430.12-	N/A	6,923,005-

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/09/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 231-000-6375-06
HMGP - GUSTAV (1786)
NO DEPARTMENT NAME
1786-0006 NON-FEDERAL

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	2,483,058	112,937.00-	0	2,370,121-
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	2,644,625	.00	N/A	2,644,625-
2016	2,644,625	161,567.33-	N/A	2,483,058-

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section II

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 17, 2017

James Waskom, Director
Governor's Office of Homeland Security
and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

Attn: Jeffrey Giering, State Hazard Mitigation Officer

Re: 1792-0010-LA
Terrebonne Parish –Multi Agency Safe Room Project
Scope of Work Modification
CFDA 97.039 Hazard Mitigation Grant Program (HMGP)

Dear Mr. Waskom:

This letter provides official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) approves your request dated October 30, 2017, for a budget revision for the Terrebonne Parish Multi Agency Safe Room Project. FEMA agrees with the additional analysis and information submitted by the recipient demonstrating that additional funding is needed due to an increase in Phase II construction costs.

The revised scope of work results in an increase in the federal share for the project referenced above. FEMA obligated federal funds in the amount of $188,951.00, the chart below reflects the updated funding summary.

Summary of Funding	Federal	Non-Federal	Total
Original	$ 216,943.00	$ 72,314.00	$ 289,257.00
Phase II	$1,534,673.00	$511,557.00	$2,046,230.00
Amendment	$ 188,951.00 *	$ 62,984.00 *	$ 251,935.00
Total	$1,940,567.00	$646,855.00	$2,587,422.00

2,335,487

659-194-6912-12 95,285
659-000-6318-11 69,1669
255- fund bal. 25,616.

If you have any questions regarding the information, please contact Myra Leonard, HMA Specialist at (940) 383-7268, myra.leonard@fema.dhs.gov.

Sincerely,

H. Camille Crain

H. Camille Crain
HMA Branch Chief

ENCLOSURES: Obligation Report
REC

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1792	10-R	2	2	3	31	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1792-109-0004 Terrebonne Parish New Multi-Agency Safe Room and EOC Retrofit

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$1,940,566	$1,940,566	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$188,951	$0	$0	$188,951	11/17/2017	Accept	2018

Comments

Date: 11/16/2017 User Id: MLEONAR1

Comment: Approved per GOHSEP request.

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/16/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/16/2017

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1792	10 - R	2	2	3	31	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1792-109-0004 Terrebonne Parish New Multi-Agency Safe Room and EOC Retrofit

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$1,940,566	$1,940,566	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$188,951	$0	$0	$188,951	11/17/2017	Accept	2018

Comments

Date: 11/16/2017 User Id: MLEONAR1

Comment: Approved per GOHSEP request.

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/16/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/16/2017

Kayla Dupre

From:	Niayonda Picou
Sent:	Tuesday, November 28, 2017 10:18 AM
To:	Kayla Dupre
Cc:	Jeanne Bray; Earl Eues
Subject:	Multi-Agency Safe Room Project
Attachments:	FEMA Approval Letter - 1792-10 - Amendment 2.pdf; FEMA OBLIGATION RPT - 1792-10-2.pdf

Kayla,

Please find attached the award letter for an additional $251,935.00 (FEMA Share $188,951.00; TPCG $62,984.00) to the Multi-Agency Safe Room Project. Please submit a budget amendment reflecting the additional funding to this project. I am also needing an additional $60,000.00 for possible change orders and other items that are ineligible to the grant. If we have any change orders on this project, FEMA will reimburse up to 75% for each change order. TPCG will need to budget for change orders because FEMA does not allow funding for change orders upfront. If you have any questions, please let me know.

Thanks
Nia

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

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

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

November 17, 2017

James Waskom, Director
Governor's Office of Homeland Security
and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

Attn: Jeffrey Giering, State Hazard Mitigation Officer

Re: 1792-0010-LA
Terrebonne Parish –Multi Agency Safe Room Project
Scope of Work Modification
CFDA 97.039 Hazard Mitigation Grant Program (HMGP)

Dear Mr. Waskom:

This letter provides official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) approves your request dated October 30, 2017, for a budget revision for the Terrebonne Parish Multi Agency Safe Room Project. FEMA agrees with the additional analysis and information submitted by the recipient demonstrating that additional funding is needed due to an increase in Phase II construction costs.

The revised scope of work results in an increase in the federal share for the project referenced above. FEMA obligated federal funds in the amount of $188,951.00, the chart below reflects the updated funding summary.

Summary of Funding	Federal	Non-Federal	Total
Original	$ 216,943.00	$ 72,314.00	$ 289,257.00
Phase II	$1,534,673.00	$511,557.00	$2,046,230.00
Amendment	$ 188,951.00	$ 62,984.00	$ 251,935.00
Total	$1,940,567.00	$646,855.00	$2,587,422.00

If you have any questions regarding the information, please contact Myra Leonard, HMA Specialist at (940) 383-7268, myra.leonard@fema.dhs.gov.

Sincerely,

H. Camille Crain

H. Camille Crain
HMA Branch Chief

ENCLOSURES: Obligation Report
REC

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1792	10-R	2	2	3	31	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1792-109-0004 Terrebonne Parish New Multi-Agency Safe Room and EOC Retrofit

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$1,940,566	$1,940,566	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$188,951	$0	$0	$188,951	11/17/2017	Accept	2018

Comments

Date: 11/16/2017 User Id: MLEONAR1

Comment: Approved per GOHSEP request.

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/16/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/16/2017

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
1792	10-R	2	2	3	31	LA	Statewide

Sub-Recipient: Terrebonne (Parish)
Sub-Recipient FIPS Code: 109-99109

Project Title : 1792-109-0004 Terrebonne Parish New Multi-Agency Safe Room and EOC Retrofit

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$1,940,566	$1,940,566	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$188,951	$0	$0	$188,951	11/17/2017	Accept	2018

Comments

Date: 11/16/2017 User Id: MLEONAR1

Comment: Approved per GOHSEP request.

Authorization

Preparer Name: MYRA LEONARD

Preparation Date: 11/16/2017

HMO Authorization Name: PEGGY JOHNSON

HMO Authorization Date: 11/16/2017

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-194-8912-12
SAFE ROOM EOC/ MULTI- AGENCY SAFE ROOM
PROJECT # 14-SAFE-02
HMGP 1792-109-004
R: 659-000-6318-11

TOTAL FUNDING	**$**	**2,587,422**
EXPENDITURES THRU 12/31/16		**(161,434)**
PROJECT BALANCE	**$**	**2,425,988**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Feb-14	ORD 8398	FEMA/HMGP 1792-109-0004	119,282						
Feb-14	ORD 8398	FROM 659-194-8912-08 GENERAL FD	39,760						
Jan-17		carryover adjustment		(2,392)					
Feb-17	ORD 8828	FEMA/HMGP 1792-109-0004		1,751,615					
Feb-17	ORD 8828	DHAP-FUND 232		583,872					
Jan-18	PENDING BA	FEMA/HMGP 1792-109-0004			(119,282)				
Jan-18	PENDING BA	FEMA/HMGP 1792-109-0004			188,951				
Jan-18	PENDING BA	FROM FD 255 1/4% CAPITAL SALES TX FD			25,616				
	LESS PRIOR YEARS EXPENDITURES		(161,434)						
		FUNDS AVAILABLE	$ (2,392)	$ 2,333,095	$ 95,285	$ -	$ -	$ -	$ -

ENGINEER/ARCHITECT: HOUSTON J. LIRETTE, JR.

DESCRIPTION: TERREBONNE PARISH SAFE ROOM FOR FIRST RESPONDERS PROJECT.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/08/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-194-8912-12
CAPITAL PROJECTS CONTRL
GOVERNMENT BUILDINGS
SAFE ROOM-EOC/MULTI AGENCY

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	2,333,095	1,071.62	0	2,332,023
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	159,042	154,462.31	N/A	4,580
2015	4,580	1,869.97	N/A	2,710
2016	2,710	5,101.51	N/A	2,392-

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/08/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-000-6318-11
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
HMGP 1792-109-04 SAFEHOUSE OEP

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	1,795,045	.00	0	1,795,045-
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	119,282	.00	N/A	119,282-
2015	119,282	75,851.70-	N/A	43,430-
2016	43,430	.00	N/A	43,430-

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/08/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-000-7102-55
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
SALES TAX REVENUE FUND

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	0	.00	0	0
2018	836,542	.00	0	836,542-
CLOSED:				
2011	180,000	180,000.00-	N/A	0
2012	0	.00	N/A	0
2013	1,263,685	1,263,685.00-	N/A	0
2014	7,000	7,000.00-	N/A	0
2015	2,075,000	2,075,000.00-	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Category Number:
Item Number: B.

Wednesday, February 7, 2018

Item Title:
2018 Various Items for Budget Amendment

Item Summary:
An ordinance to amend the 2018 Adopted Operating Budget and the 5-year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

I. General Fund-Downtown Development, $500
II. Courthouse Elevator Repair, $65,000
III. Government Tower Chillers, $121,000
IV. Houma Police Department, $500
V. Animal Shelter, Petsmart-$40,000
VI. Customer Service, $18,000
VII. Prospect Blvd. Sidewalks, $41,437
VIII. LA 24 Sidewalk, $91,748
IX. Civic Center Sidewalk, $46,083
X. Falgout Canal Freshwater Enhancement, ($3,300,000)
XI. Terrebonne Parish Port Commission Generator, ($62,360)

1) Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2018 Various Items for Budget Amendment	1/18/2018	Executive Summary
2018 Various Items for Budget Amendment	1/18/2018	Budget Amendment
2018 Various Items for Budget Amendment	1/18/2018	Backup Material

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS. I. General Fund-Downtown Development, $500 II. Courthouse Elevator Repair, $65,000 III. Government Tower Chillers, $121,000 IV. Houma Police Department, $500 V. Animal Shelter, Petsmart-$40,000 VI. Customer Service, $18,000 VII. Prospect Blvd. Sidewalks, $41,437 VIII. LA 24 Sidewalk, $91,748 IX. Civic Center Sidewalk, $46,083 X. Falgout Canal Freshwater Enhancement, ($3,300,000) XI. Terrebonne Parish Port Commission Generator, ($62,360)

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See above

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

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

_____/s/ Kayla Dupre_____ _____January 18, 2018

Signature Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET AND THE 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

I. General Fund-Downtown Development, $500
II. Courthouse Elevator Repair, $65,000
III. Government Tower Chillers, $121,000
IV. Houma Police Department, $500
V. Animal Shelter, Petsmart-$40,000
VI. Customer Service, $18,000
VII. Prospect Blvd. Sidewalks, $41,437
VIII. LA 24 Sidewalk, $91,748
IX. Civic Center Sidewalk, $46,083
X. Falgout Canal Freshwater Enhancement, ($3,300,000)
XI. Terrebonne Parish Port Commission Generator, ($62,360)

SECTION I

WHEREAS, a donation has been made to the Houma Downtown Development Corporation to purchase items for the wood carving class, and

WHEREAS, the donation is for $500 and will be put into the Operating-donations account.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended to recognize the donation for the Economic Development Department. (Attachment A)

SECTION II

WHEREAS, funding is needed for the Courthouse Elevator Repairs Project, and

WHEREAS, the funding source is from the General Fund-Government Buildings Major Repair account for $65,000.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Courthouse Elevator Repairs. (Attachment B)

SECTION III

WHEREAS, funding is needed for the Government Tower Chillers Project, and

WHEREAS, the funding source is from the General Fund-Government Buildings Major Repair account for $121,000.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended to recognize the funding of the Government Tower Chillers. (Attachment C)

SECTION IV

WHEREAS, a donation has been made to the Houma Police Department from Shell Pipeline to purchase a taser, and

WHEREAS, the donation is for $500 and will be put into the Machinery and Equipment account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended to recognize the donation for the Houma Police Department. (Attachment D)

SECTION V

WHEREAS, the Animal Shelter has received a $38,000 grant from the Petsmart Charities Grant, and

WHEREAS, the grant funds will be used for the Terrebonne Parish cat spay/neuter program in the Other Fees account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended for the Animal Shelter. (Attachment E)

SECTION VI

WHEREAS, the Customer Service Department has acquired the services of Brinks to pick up deposits and forward to JP Morgan Chase Bank for $18,000 annually, and

WHEREAS, the funding source is from the General Fund fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget be amended for the Customer Service Division. (Attachment F)

SECTION VII

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) desires to provide protection to the people of this Parish, and

WHEREAS, TPCG would like to construct a sidewalk from LA 24 to Woodside Drive along Prospect Boulevard, and

WHEREAS, the funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the engineering for the Prospect Boulevard Sidewalk Project, which will cost $41,437, will be funded on a cost disbursement basis with 80% ($33,150) of the project costs provided by the Louisiana Department of Transportation and Development and the TPCG provided 20% ($8,287) of the remaining costs, and

WHEREAS, the TPCG 20% ($8,287) cost will be funded by the General Fund-Engineering Division.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating and 5-Year Capital Outlay Budget be amended for the Prospect Boulevard Sidewalks. (Attachment G)

SECTION VIII

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) desires to provide protection to the people of this Parish, and

WHEREAS, TPCG would like to rehabilitate the sidewalk along LA 24 in downtown Houma, and

WHEREAS, the funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the engineering for the LA 24 Sidewalk Project, which will cost $91,748, will be funded on a cost disbursement basis with 80% ($73,398) of the project costs provided by the Louisiana Department of Transportation and Development and the TPCG provided 20% ($18,350) of the remaining costs, and

WHEREAS, the TPCG 20% ($18,350) cost will be funded by the General Fund-Engineering Division.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating and 5-Year Capital Outlay Budget be amended for the LA 24 Sidewalk Project. (Attachment H)

SECTION IX

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) desires to provide protection to the people of this Parish, and

WHEREAS, TPCG would like to construct a sidewalk from LA 311 to LA 182 along Civic Center Boulevard, and

WHEREAS, the funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the engineering for the Civic Center Sidewalk Project, which will cost $46,083, will be funded on a cost disbursement basis with 80% ($36,866) of the project costs provided by the Louisiana Department of Transportation and Development and the TPCG provided 20% ($9,217) of the remaining costs, and

WHEREAS, the TPCG 20% ($9,217) cost will be funded by the General Fund-Engineering Division.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating and 5-Year Capital Outlay Budget be amended for the Civic Center Sidewalk Project. (Attachment I)

SECTION X

WHEREAS, the Falgout Canal Freshwater Enhancement Project is funded from the Coastal Protection and Restoration Authority (CPRA) through the State Coastal Impact Assistance Program funds (CIAP), and

WHEREAS, CIAP decreased their funding by $3,300,000 for the Falgout Canal Freshwater Enhancement Project.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Falgout Canal Freshwater Enhancement Project. (Attachment J)

SECTION XI

WHEREAS, the Terrebonne Port Commission Generator Project is funded from the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) under the Hazard Mitigation Grant Program 1786-022-0002, Project #128 funded by the Federal Emergency Management Agency (FEMA), and

WHEREAS, the Terrebonne Port Commission has chosen to not implement the generator due to FEMA's strict guidelines, and

WHEREAS, the project cost of $62,360 will be reduced from the Capital Projects Control budget, and $15,590 reimbursement will be given to the Terrebonne Port Commission for their 25% portion of the project.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Terrebonne Parish Port Commission Generator Project. (Attachment K)

Prepared By: Finance Department
PC File: 2018-Various Items - B
Date Prepared: 1/16/18 BA #3

ATTACHMENT A - Downtown Development

	2018		
	Adopted	Change	Amended
Donations-Downtown Development	-	(500)	(500)
Supplies-Donations	-	500	500

ATTACHMENT B - Courthouse Elevator

	2018		
	Adopted	Change	Amended
Building-Major Repair	186,000	(65,000)	121,000
transfer to Capital Projects Control	-	65,000	65,000
Courthouse Elevator Repair	(836,542)	(25,616)	(862,158)
transfer from General Fund	-	(65,000)	(65,000)

ATTACHMENT C - Government Tower Chillers

	2018		
	Adopted	Change	Amended
Building-Major Repair	121,000	(121,000)	-
transfer to Capital Projects Control	65,000	121,000	186,000
Courthouse Elevator Repair	267	121,000	121,267
transfer from General Fund	(65,000)	(121,000)	(186,000)

ATTACHMENT D - Houma Police Department

	2018		
	Adopted	Change	Amended
Machinery & Equipment	25,895	(500)	25,395
Fund Balance (decrease)	n/a	500	n/a

ATTACHMENT E - Animal Shelter

	2018		
	Adopted	Change	Amended
Donations-Animal Shelter	-	(38,000)	(38,000)
Other Fees	-	38,000	38,000

ATTACHMENT F - Customer Service

	2018		
	Adopted	Change	Amended
Other Contracts & Rentals	17,544	18,000	35,544
Fund Balance (decrease)	n/a	(18,000)	n/a

ATTACHMENT G - Prospect Blvd Sidewalks

	2018		
	Adopted	Change	Amended
Prospect Blvd Sidewalks		41,437	41,437
DOTD-Prospect Blvd Sidewalks		(33,150)	(33,150)
Transfer from General Fund	(186,000)	(8,287)	(194,287)
Transfer to Capital Projects Control	186,000	8,287	194,287
Engineering Fees	145,841	(8,287)	137,554

ATTACHMENT H - LA 24 Sidewalk

	2018		
	Adopted	Change	Amended
LA 24 Sidewalk Rehab-DOTD		91,748	91,748
DOTD-LA 24 Sidewalk Rehab		(73,398)	(73,398)
Transfer from General Fund	(194,287)	(18,350)	(212,637)
Transfer to Capital Projects Control	194,287	18,350	212,637
Engineering Fees	137,554	(18,350)	119,204

ATTACHMENT I - Civic Center Sidewalk

	2018		
	Adopted	Change	Amended
Civic Center Sidewalk-DOTC		46,083	46,083
DOTD-Civic Center Sidewalk		(36,866)	(36,866)
Transfer from General Fund	(212,637)	(9,217)	(221,854)
Transfer to Capital Projects Control	212,637	9,217	221,854
Engineering Fees	119,204	(9,217)	109,987

ATTACHMENT J - Falgout Canal Freshwater Enhancement

	2018		
	Adopted	Change	Amended
Falgout Canal Freshwater Enhancement	3,318,970	(3,300,000)	18,970
DNR-Falgout Canal CPRA	(3,300,000)	3,300,000	-

ATTACHMENT K - Port Commission Generator

	2018		
	Adopted	Change	Amended
GOHSEP Statewide Generator 1786	62,360	(62,360)	-
GOHSEP Statewide Generator 1786	(774,860)	(62,360)	(837,220)

Section I

P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050

P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Date: December 27, 2017

To: Jill Becnel, Finance Department

From: Anne Picou, Main Street Manager AMP

Re: $500 donation to Culture Center for Wood Carving Class

Once the Apache Corporation check has been deposited to the Folklife Culture Center account, please issue a receipt to Apache, P.O. Box 206, Houma, La. 70361 in the amount of $500.

I will send a personal thank you letter to Tim Allen. Mr. Gene will use these funds to purchase additional material for the Wood carving class.

If you have any questions, please give me a call at 985-873-6408.

151-000-6744-02
151-652-8225-08

APACHE LOUISIANA MINERALS LLC
(985) 879-3528 TEL · (985) 876-5267 FAX

Mailing Address:
Post Office Box 206, Houma, LA 70361-0206

Deliveries Only:
1913 LaTerre Court, Houma, LA 70363-7525

December 13, 2017

Ms. Anne Picou
Terrebonne Folklife Culture Center
317 Goode Street
Houma, LA 70360

Dear Ms. Picou:

On behalf of Apache Corporation, please accept this contribution to the Terrebonne Folklife Culture Center, to be used for the purchase of much needed art supplies for your cultural classes, especially the decoy carving class. Enclosed please find our check in the amount of $500.

We are pleased to help you in your efforts to bring cultural awareness to our community.

Keep up the good work!

Sincerely,
APACHE LOUISIANA MINERALS LLC

Timothy J. Allen
General Manager

tja:rbt
enclosure

12-2017 Terrebonne Folklife Culture Center.doc

CK: 4832918.

Donation to:
~~EVENT NAME:~~ FolkLife Culture Center.

~~DATE OF EVENT:~~

~~PERSON RENTING:~~

~~Contract is completed and signed:~~ Apache. For Wood Carving Class.

~~Total Amount Due:~~

Receipt #	Date Collected	Amount Collected	Balance Due	Initial
	12-27-17	$500-	-0-	AMP

P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050

P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

December 27, 2017

Mr. Tim Allen
Apache
P.O. Box 206
Houma, La. 70361

Dear Tim:

On behalf of The Houma Downtown Development Corporation and Mr. Gene Hebert, Instructor for the Wood Carving Class at the Culture Center, we thank you and Apache for your donation to help assist with our local Cultural Classes and in doing so, helps to keep our local Culture Alive! The $500 donation will help to purchase more useable materials for the classes.

We appreciate Apache being a good partner to the Culture Center and believing in what we do to keep our local culture and Folk-art continuing in the community.

Sincerely,

Anne Picou, Main Street Manager

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-000-6741-02
GENERAL FUND
NO DEPARTMENT NAME
DONATIONS-DOWNTOWN DEVELOPMENT

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	1,500	1,500.00-	0	0
2018	0	500.00-	0	500
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	60,000	60,000.00-	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL
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FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-652-8225-08
GENERAL FUND
ECONOMIC DEVEL. - OTHER
SUPPLIES-DONATIONS

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	1,500	500.00	0	1,000
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section II

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, January 16, 2018 7:45 AM
To: Kayla Dupre
Subject: Budget Amendment

We need to do a budget amendment moving the $186,000 in 151-194-8932-01 to the following:

- 659-194-8912-10 - $121,000
- 662-194-8912-04 - $65,000

We should have initially done these in capital projects but didn't.

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457

Louisiana's Bayou Country
TERREBONNE PARISH

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-194-8932-01
GENERAL FUND
GOVERNMENT BUILDINGS
BUILDING - MAJOR REPAIR

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	233,862	208,674.00	0	25,188
2018	186,000	.00	0	186,000
CLOSED:				
2011	19,230	.00	N/A	19,230
2012	19,230	5,100.00	N/A	14,130
2013	14,130	.00	N/A	14,130
2014	14,130	.00	N/A	14,130
2015	32,130	11,268.00	N/A	20,862
2016	233,862	.00	N/A	233,862

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/16/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 662-194-8912-04
CIVIC CTR./ADMIN. BLDG.
GOVERNMENT BUILDINGS
COURTHOUSE ELEVATOR REPAIR

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	147,427	139,131.37	0	8,296
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section III

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, January 16, 2018 7:45 AM
To: Kayla Dupre
Subject: Budget Amendment

We need to do a budget amendment moving the $186,000 in 151-194-8932-01 to the following:

- 659-194-8912-10 - $121,000
- 662-194-8912-04 - $65,000

We should have initially done these in capital projects but didn't.

Kandace M. Mauldin, CPA
Chief Financial Officer
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361
Office: 985-873-6459
FAX: 985-873-6457

Louisiana's

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/16/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-194-8932-01
GENERAL FUND
GOVERNMENT BUILDINGS
BUILDING - MAJOR REPAIR

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	233,862	208,674.00	0	25,188
2018	186,000	.00	0	186,000
CLOSED:				
2011	19,230	.00	N/A	19,230
2012	19,230	5,100.00	N/A	14,130
2013	14,130	.00	N/A	14,130
2014	14,130	.00	N/A	14,130
2015	32,130	11,268.00	N/A	20,862
2016	233,862	.00	N/A	233,862

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/16/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-194-8912-10
CAPITAL PROJECTS CONTRL
GOVERNMENT BUILDINGS
GOVT TOWER CHILLERS

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	267	.00	0	267
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	90,500	.00	N/A	90,500
2014	90,500	.00	N/A	90,500
2015	90,500	.00	N/A	90,500
2016	90,500	90,233.19	N/A	267

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

Section IV

ACCT: 204-211-8915-06
PUBLIC SAFETY FUND
POLICE
MACHINERY & EQUIPMENT

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	43,976	28,081.49	0	15,895
2018	10,000	.00	0	10,000
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	20,000	11,063.76	N/A	8,936
2016	51,720	17,243.57	N/A	34,476

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section V

Kayla Dupre

From: Valerie Robinson
Sent: Friday, December 22, 2017 4:03 PM
To: Jill Becnel; Kayla Dupre
Cc: Ernest Brown
Subject: FW: PetSmart Charities Grant paid - -
Attachments: terrebonne parish sot 12.20.17.pdf

Once deposited, these grant funds will need to be transferred to an expense account so that we can use them for our spay/neuter program. 151-442-8349-01

Please let me know when we receive the funds via EFT deposit.

Valerie Robinson
Animal Shelter Manager
Terrebonne Parish Animal Shelter
(985) 873-6709 ext. 201
(985) 580-8150 (fax)
www.tpas.petfinder.com

From: awestfield@petsmart.com [awestfield@petsmart.com]
Sent: Thursday, December 21, 2017 6:18 PM
To: Valerie Robinson
Cc: KBalthazor@petsmartcharities.org
Subject: PetSmart Charities Grant paid - -

December 21, 2017

RE: Spay / Neuter 2017 -- Fix the Felines!

Dear Valerie:

PetSmart Charities is pleased to inform you that an Electronic Funds Transfer (EFT) has been initiated in the amount of $40,000.00 to your organization's bank account for your recent grant award.

Attached is a copy of your fully executed grant documents. Your acceptance of this grant on behalf of your organization, signified by this EFT transaction, is subject to the conditions on the PetSmart Charities' grant documents that was executed by an officer of your organization and an officer of PetSmart Charities.

Here is a link to the Spay/Neuter grant PR/marketing templates and resources from PetSmart Charities of Canada.
https://www.petsmartcharities.ca/sites/default/files/PCC%20SN%20Kit.zip

If you have any questions about this grant, please reach out to Kelly Balthazor, Relationship Manager, at KBalthazor@petsmartcharities.org.

Congratulations and thank you for your dedication to the improvement of the welfare of animals.

Sincerely,

PetSmart Charities

Attachments

CG/JMAIL/115739345

Kayla Dupre

From: Valerie Robinson
Sent: Monday, December 18, 2017 9:27 PM
To: awestfield@petsmart.com
Cc: Jason Serrano; Rachel Brunet; Kayla Dupre; Jill Becnel; Ernest Brown
Subject: RE: Grant Approved--LA
Attachments: PetSmart_Charities.pdf

Hello!

Attached is our signed Grant Agreement for the $40,000 spay/neuter funds. We are so thrilled and appreciative of your generosity! Our community can and will really benefit from these funds. We can't wait to see the impact it will have on our community and shelter intake!

Should you have questions or require additional information, please don't hesitate to contact me. Thanks again!

Valerie Robinson
Animal Shelter Manager
Terrebonne Parish Animal Shelter
(985) 873-6709 ext. 201
(985) 580-8150 (fax)
www.tpas.petfinder.com

From: awestfield@petsmart.com [awestfield@petsmart.com]
Sent: Tuesday, December 12, 2017 1:13 PM
To: Valerie Robinson
Subject: Grant Approved--LA

December 12, 2017 Dear Valerie: PetSmart Charities has reviewed your online grant application and we are happy to offer your organization a grant of $40,000.00. Attached is a copy of your grant documents that must be signed by an authorized representative and returned to PetSmart Charities. Once signed, please return to our Grant Administrator at awestfield@petsmartcharities.org. Typically within 7-10 business days of receiving signature from a PetSmart Charities Director, an Electronic Funds Transfer payment will be transmitted to your organization's bank account. **If your organization's banking information has changed, please let us know so we can update your banking information on file.** If you have any questions about this grant, please reach out to Kelly Balthazor, Relationship Manager, at KBalthazor@petsmartcharities.org. Thank you! Sincerely, PetSmart Charities Attachment CG/JMAIL/114896475

PETSMART Charities

MASTER SUPPORT AGREEMENT
STATEMENT OF TERMS

THIS STATEMENT OF TERMS is entered into and forms a part of that certain Master Support Agreement (the "Agreement"), dated as of April 1, 2015, by and between Charities and Organization. Capitalized terms not otherwise defined herein shall have the meanings

TERREBONNE PARISH CO

J.P.Morgan

** All values are subject to verification and adjustments. **

Transaction Details

Transaction Information

Acct. Number	**Bank ID**	**Status**
8008795527	06540013	Completed - Rev Rule 13
Acct. Name	**Bank Name**	
GENERAL FUND	JPMorgan Chase Bank, N.A. (LA)	
Credit/Debit	**Value Date**	**BAI Code**
CR	12/21/2017	165
Amount	**Transaction Date**	**Description**
40,000.00 USD	12/21/2017	EFT CREDIT
Immediate Available	**Transaction Type**	
40,000.00 USD	ACH	
1 Day Available	**Customer Reference**	
0.00 USD	0000469004	
2 Day Available	**Bank Reference**	
0.00 USD	3557068629TC	
3+ Day Available		
0.00 USD		

Remarks / Additional Transaction Information

ORIG CO NAME=PETSMART CHARITI

ORIG ID=3943024326

DESC DATE=171221

ENTRY DESCR=EDI PYMNTS

ENTRY CLASS=CTX

TRACE NO=091000017068629

ENTRY DATE=171221

IND ID NO=0000469004

IND NAME=0009TERREBONNE PARIS

COMPANY DATA=EDI

ORIG BANK=NORWEST BANK, NORTHWESTERN

TERREBONNE PARISH CO Notes

0 Notes

Notes	Created By	Created On	Updated On

There are no Notes associated with this transaction.

	Should Organization request an extension and/or a reallocation of funds, a request must be submitted in writing to PetSmart Charities for approval a minimum of 30 days prior to grant deadline. The request must outline progress to date including funds expended, funds remaining and a rationale for the requested grant amendment. The grantee acknowledges that future operational funding for this organization and its programs is not guaranteed beyond the date of the grant terms.
Grant Period	Start: Upon execution End: 12/31/2018
Sponsorships	
Amount of Cash Grant Funds	$
Amount of In-Kind Grant Funds (Fair Market Value)	$ (FMV)
Total Amount of Grant Funds (cash and/or in-kind)	$
Distribution Schedule of Sponsored Amount	
Name and Date of Event or Conference	
Benefits Provided by Organization (if any)	
Adoption	
Location (address and/or PetSmart store number)	
Is the Adoption Center an "Everyday Adoption Center"?	Yes No
Start Date	
Licenses	
Charities' License of Organization's Marks as Identified Below	Yes x No
Organization's License of Charities' Marks as Identified Below	Yes No
License Purpose and Duration (if different from the Term)	Recognition of PetSmart Charities Inc. support of Organization; Promotion of Organization's participation in PetSmart Charities, Inc. programming (ie. In-Store adoption programming, grants programming).
Identification of Marks	
Organization's Marks	
(a)	
(b)	
Charities' Marks	
(a) PetSmart Charities®	
(b) PETSMART Charities®	

Other Requirements	
Reporting Requirements	The organization agrees to provide the following reports to PetSmart Charities relating to this grant, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how of how reports are provided. Impact reporting requirements will include: 1) Use of grant funds and expenditures by categories of subsided amount for surgeries, wellness and vaccinations, equipment and supplies and other. 2) Number of surgeries performed. 3) Surgery breakdown by animal type. 4) Number of animals that were sourced outside the zip code of your address. 5) Description of impact of grant. 6) Additional comments, photos, stories or documentation demonstrating the impact of this grant Unless otherwise specified, submit all reports via www.cybergrants.com/petsmartcharities/reports/app. The Impact Report templates are available at https://www.petsmartcharities.org/pro/resources/. The interim Impact Report will be available on 7/01/2018 and due on 8/01/2018 and the Final Report will be available on 1/1/2019 and due by 2/1/2019. Failure to timely submit reports as required of this grant may impact your organization's future grant eligibility. Please note that failure to submit reports may lead to additional review of grant activities and expenditures by PetSmart Charities.
Additional Requirements (if any)	• PetSmart Charities will be recognized in the Organization's publications and media commensurate with other donors' level of aggregate annual funding as applicable throughout the fiscal year of the organization. • Organization will acknowledge to each recipient of subsidized service through this grant the contribution of PetSmart Charities. An example could be "Spay and Neuter surgery provided by a grant from PetSmart Charities" on each receipt or follow up instructions. • Organization will create and distribute press release with an approved quote from PetSmart Charities representative announcing PetSmart Charities grant to local media outlets within 60 days of execution. Please e-mail PublicRelations@petsmartcharities.org for approvals a minimum of 10 days prior to publishing. • Organization will post press release on organization's web site. • Organization will add a PetSmart Charities digital badge to organization's donor page, linking back to www.petsmartcharities.org. • Organization will include the PetSmart Charities logo on any collateral promoting the PetSmart Charities-funded event, project, initiative or program (All logo use must be approved by PetSmart Charities). • Organization will share the news on Social Media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channel. • Upon execution of the grant, PetSmart Charities will provide a link to the templated materials – including a press release, digital badge, and Social Media templates – mentioned above. • Any marketing materials created by the Organization shall be submitted to PetSmart Charities Marketing Manager at petsmartcharitiesmarketing@petsmartcharities.org for review prior to use, including any and all promotional or advertising materials, written communication

	and/or social media posts in which PetSmart Charities' name, trademarked material or copyrighted material is used, at least 10 business days in advance of advertising and print deadlines. • Organization is encouraged to share photos showing the impact of the grant with the marketing and PR teams at PetSmart Charities at PublicRelations@petsmartcharities.org. PetSmart Charities supports established best practices for transport such as those guidelines included in the Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters. Organization must operate transport vehicles within the Association of Shelter Veterinarians recommended transport guidelines.

"CHARITIES"
PETSMART CHARITIES, INC.

Signature: _____

Name: Lindsay Del Chiaro

Title: Program Director

Date: 12/20/17

"ORGANIZATION"
Terrebonne Parish

Signature: _____

Name: GORDON E. DOVE

Title: TPCG PRESIDENT

Date: 12-13-17

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-442-8349-01
GENERAL FUND
ANIMAL CONTROL
OTHER FEES

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	38,000	27,516.20	0	10,484
2018	0	.00	0	0
CLOSED:				
2011	65,900	54,228.08	N/A	11,672
2012	13,300	12,308.41	N/A	992
2013	0	26.50	N/A	27-
2014	0	26.50	N/A	27-
2015	0	76.50	N/A	77-
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-000-6741-01
GENERAL FUND
NO DEPARTMENT NAME
DONATIONS-ANIMAL SHELTER

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	38,000	88,756.70-	0	50,757
2018	0	.00	0	0
CLOSED:				
2011	15,900	8,423.49-	N/A	7,477-
2012	20,450	27,706.08-	N/A	7,256
2013	1,000	24,603.69-	N/A	23,604
2014	36,374	100,519.40-	N/A	64,145
2015	33,040	48,565.97-	N/A	15,526
2016	34,500	65,041.65-	N/A	30,542

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-152-8325-01
GENERAL FUND
CUSTOMER SERVICE
OTHER CONTRACTS & RENTALS

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	16,000	13,070.77	3,200	271-
2018	17,544	.00	32,852	15,308-
CLOSED:				
2011	17,000	14,802.14	N/A	2,198
2012	17,000	20,239.86	N/A	3,240-
2013	21,000	16,507.98	N/A	4,492
2014	22,000	16,241.87	N/A	5,758
2015	22,000	13,860.20	N/A	8,140
2016	16,000	18,494.86	N/A	2,495-

ACCOUNT EXCEEDS BUDGET AMOUNT

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section VII

Kayla Dupre

From: Kandace Mauldin
Sent: Wednesday, January 10, 2018 7:31 AM
To: Kayla Dupre
Subject: RE: Brinks

We will need to do a budget amendment to take care of this in this account. Unfortunately it seems like the only place we can go with it right now is fund balance

---

From: Kayla Dupre
Sent: Monday, January 08, 2018 3:07 PM
To: Kandace Mauldin
Subject: Brinks

Brinks will cost $1,500 a month, $18,000 annually to pick up the deposits. I told Ed to use account 151-152-8325-01 (other contracts & rentals). This amount wasn't budgeted. Where do you want to get the funds to cover the costs?

Thanks,

Kayla Dupre
Comptroller
Terrebonne Parish Consolidated Government
8026 Main St., Suite 300, Houma, LA 70360
phone: (985) 873-6452 fax: (985) 873-6457
kdupre@tpcg.org

Section VII

P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050

P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Department of Public Works

November 30, 2017

Memo To: Joan Schexnayder
Staff Engineer

From: Barbara Eschete-Firmature
Executive Secretary – Public Works BEF

RE: City / State Agreement
State Project No. H.012337
Federal Aid Project No. H012337
Prospect Blvd Sidewalks

Enclosed please find a fully executed copy of the above referenced project.

The document was recorded with the Terrebonne Parish Clerk of Court under Entry No. 1547418 on November 29, 2017.

If you have any questions and/or need additional information, please don't hesitate to call me at 985-873-6735.

/bef

Enclosures

cc: Felicia Aubert, Finance (e-mail)
Engineering Division (e-mail)
Council Reading File w/o enclosures (erf)
Public Works File

6,287. Coming from 151-302-8342-01
33,150. DOTD

41,437. X
20. %
8,287.40 *

RECEIVED
NOV 30 2017
TPCG FINANCE DEPT.

151-302-8342-01 6,287.
659-310-8912-22 41,437
659-000-6315-22 33,150

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ORIGINAL ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.012337
FEDERAL AID PROJECT NO. H012337
PROSPECT BLVD SIDEWALKS
PROSPECT BLVD
Terrebonne Parish

THIS AGREEMENT, is made and executed in three original copies on this 17 day of February, 2017, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and the **South Central Planning and Development Commission**, acting in its capacity as the Metropolitan Planning Organization, hereinafter referred to as "MPO."

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual

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

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to improve pedestrian access along Prospect Blvd. This project will construct ADA compliant sidewalks on the eastern side of Prospect Blvd. from LA 24 (East Main St.) to Woodside Dr., in Houma, Terrebonne Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.012337 and Federal Project No. H012337** All correspondence and other documents pertaining to this project shall be identified with these project numbers.

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Responsibility Table[1] Roadway Control Section 000-55			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way	Yes	No	
Services	Yes	No	
Acquisition and Relocation	Yes	No	
Permits	Yes	No	
Utility (Clearance/Permits)[5]	Yes	No	
Construction	Yes	No[3]	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-roadway enhancements	No	No	

Funding Table[2] **Roadway Control Section 000-55**			
Method of Payment	Disbursement		
	Percentage Funded By Entity[3]	Percentage Funded By DOTD[4]	Percentage Funded By FHWA[4]
Environmental	0%	100%	0%
Pre-Construction Engineering	20%	0%	80%
Rights-of-Way	100%	0%	0%
Services	100%	0%	0%
Acquisition and Relocation	100%	0%	0%
Compensable Utility Relocation[5]	100%	0%	0%
Construction Engineering and Inspection	20%	0%	80%
Construction	20%	0%	80%
Non-roadway enhancements	0%	0%	0%

[1]*This table defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.*
[2]*Percentages are to be applied to the actual cost of the Project. A Funding Commitment Letter (FCL) outlining the project funding levels and limits has been sent with this Agreement and is to be approved and signed by the Entity. During the life of the Project, any approved funding changes will be made to the Funding Commitment Letter by the DOTD Project Manager and sent to the LPA Responsible Charge for processing. Where funding is limited to fixed amounts, the Funding Commitment Letter will identify the fixed amount of available funds.*
[3]*If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.*
[4]*When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.*
[5]*Includes railroads*

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

If DOTD manages the contract for an off-system (locally owned) route for the entity, the entity will in advance of DOTD entering into a contract for each Stage/Phase, be required

to pay for the DOTD services (the current DOTD Indirect Cost (IDC) percentage applied to the cost of the Stage/Phase) to be performed in connection with the deliverables for that contract, in addition to the required matching funds. For construction contracts the entity will be required to pay an additional 1.2 times this amount for the construction contract to be held in reserve for change orders and claims {(matching funds + DOTD services) X 1.2}. The entity will be required to send the funds for the designated Stage/Phase (preconstruction, construction, construction inspection) prior to the initiation of the Stage/Phase. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate and/or the amount held in reserve, as applicable, DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Beginning with the second invoice, the Entity shall also include with each invoice a copy of cancelled check from the previous invoice evidencing payment of that previous invoice.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and

end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part

37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)
The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing, financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS." The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the

Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available.

DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the

Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.

2. All construction inspection personnel utilized by the Entity and/or the Entity's

consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for inspecting compliance with accessibility codes and regulations to avoid future complaints and/or litigation.

3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.

4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.

5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. Shop drawing review is the responsibility of the design engineer.

9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under $2 million and 60 day for projects over $2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(a) Including qualified DBE on solicitation lists.

(b) Assuring that DBE are solicited whenever they are potential sources.

(c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.

(e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration

of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Entity should it desire to cancel the Project prior to the receipt of bids,

provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.

4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

   (1) *Project for acquisition of rights-of-way.* In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

   (2) *Preliminary engineering project.* In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended;

and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final

inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's

District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.
The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

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

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Leilani N. Hardee

Deborah W. Ortego

STATE OF LOUISIANA
Terrebonne Parish
Consolidated Government

BY: _____

Gordon E. Dove
Typed or Printed Name

Parish President
Title

72-6001390
Taxpayer Identification Number

07-507-7511
DUNS Number

20.205
CFDA Number

WITNESSES:

South Central Planning and Development Commission

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

OFFERED BY: MR. D. J. GUIDRY
SECONDED BY: MR. J. NAVY

RESOLUTION NO. 16-563

Authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **Prospect Boulevard Sidewalks.**

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

WHEREAS, the Parish would like to construct a sidewalk from LA 24 to Woodside Drive along Prospect Boulevard, and

WHEREAS, the funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the Prospect Boulevard Sidewalk project will be funded on a cost disbursement basis with 80% of project costs provided by the Louisiana Department of Transportation and Development and the Terrebonne Parish Consolidated Government providing 20% of the remaining costs, and

NOW, THEREFORE BE IT FURTHER RESOLVED, 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: C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, G. Michel, S. Dryden.
NAYS: None.
ABSTAINING: None.
ABSENT: None.
The Chairwoman declared the resolution adopted on this the 5th day of December 2016.

****

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on December 5, 2016 and subsequently ratified by the Assembled Council in Regular Session on December 7, 2016 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 8TH DAY OF DECEMBER 2016.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1025 Fax: 225-379-1857

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

TERREBONNE PARISH GOVERNMENT
MAR 03 2017
ADMINISTRATION

February 17, 2017

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

Re: **Original Agreement**
State Project No. H.012337
Federal Aid Project No. H012337
Prospect Blvd Sidewalks
Terrebonne Parish

Dear Mr. Dove:

Attached is one fully executed copy of the referenced document between the Department of Transportation and Development (DOTD) Terrebonne Parish Consolidated Government and South Central Planning and Development Commission dated February 17, 2017.

If you have any questions or comments, please contact **Tonyic L Robertson** at (225) 379-1953 or email at **tonyic.robertson@la.gov.**

Sincerely,

Darhlene Major

Darhlene Major
Consultant Contract Services Administrator

DM: tr
Attachments
pc: Ms. Tanya Bankston
Mr. Kevin Belanger (South Central Planning & Development Commission)
Mr. Chris Morvant [District 02 Administrator]
Mr. Ennis Johnson (District 02 ADA Engineering)
District 02 ADA Operations
M. Gary Gisclair District 02 Area Engineer)
Ms. Elaine Rougeau
Financial Services Section
Ms. Terri Campo

STATE OF LOUISIANA
URBAN SYSTEM
CONTRACT FOR ENGINEERING AND RELATED SERVICES
CONTRACT NO. 4400010389
STATE PROJECT NO. H.012337.5
FEDERAL AID PROJECT NO. H012337
PROSPECT BLVD SIDEWALKS
TERREBONNE PARISH

THIS CONTRACT is made and entered into this _____ day of _____, 20___, by and between the Terrebonne Parish Consolidated Government, a political subdivision of the State of Louisiana, hereinafter referred to as the Entity, and GOTECH, Inc., Baton Rouge, Louisiana, hereinafter referred to as "Consultant".

The Entity with assistance from the Department of Transportation and Development (DOTD) and the Federal Highway Administration (FHWA) proposes to design ADA compliant sidewalks on the eastern side of Prospect Blvd. from LA 24 (East Main St.) to Woodside Dr., in Terrebonne Parish, Louisiana.

The Entity, under authorization granted by Title 48 of Louisiana Revised Statutes, has elected to engage the Consultant for the purpose of expediting the engineering and related services; and the Consultant agrees to perform the services described in the (Scope of Project) under the terms and conditions, and for the compensation as stated in this Contract.

ENTIRE AGREEMENT

This Contract, together with Advertisement of March 10, 2017, Addendum No. 1, and the DOTD's Form 24-102 (24-102) submitted in response to the Advertisement, and any attachments and exhibits, to the foregoing are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in the event of a conflict between the terms of this Contract and the referenced documents, this Contract governs.

CONTRACT IDENTIFICATION

Contract No. 4400010389, State Project No. H.012337.5, Federal Aid Project No. H012337, have been assigned to this Contract to identify engineering costs. All invoices, progress reports, correspondence, etc., required in connection with this Contract shall be identified with the DOTD's Project Title, Project Contract No., and Purchase Order Number, as well as those of the Entity. The Professional Engineer or Professional Land Surveyor registrant of the State of Louisiana, who is responsible for the project, shall sign (using his registered name), date, and seal all project documentation. Refer to Louisiana Revised Statute (LRS) 37:681 through 37:703 and Title 46: Part LXI relating to Professional Engineering and Professional Surveying requirements.

CONSTRUCTION IDENTIFICATION

State Project No. H.012337.6 and Federal Aid Project No. H012337 have been assigned to identify the construction project and the plans shall be identified accordingly.

SCOPE OF PROJECT

The various Tasks to be performed by the Consultant for this Project are described more specifically as follows:

The services to be rendered for this Project shall consist of the following Stage and Parts:

Stage 3: Design
- Part I: Surveying Services
  - (a) Topographic Survey
- Part III: Preliminary Plans
- Part IV: Final Plans

The Consultant shall perform Stage 3, Parts I (a), III and IV, in accordance with the terms of this Contract under the direct supervision of the Entity when the work is authorized.

The Stage and Parts to be performed by the Consultant under this Contract are described more specifically as follows:

STAGE 3: DESIGN

Part I: Surveying Services

Part I (a) Topographic Survey- A complete Topographic Survey is required along the proposed corridor of the proposed sidewalk. The survey in the corridor shall include, but is not limited to all utilities, drainage structures, edge of existing roadway/pavement, overhead structures, trees, billboards/signs, driveways, ground and .dtm elevations, turning lanes, or any other visible feature that would impact the project located within the proposed sidewalk corridor.

The project along the corridor shall be completed as per the Location and Survey Manual and Location and Survey Automation Procedures. The survey shall be certified by the Surveyor of Record and the Designer shall also certify the survey is complete and acceptable to continue with the design.

Part III: Preliminary Plans

Preliminary Plans- Preliminary plans shall consist of all engineering services required for the completion of preliminary plans and initial cost estimates for the project. Schedule for completion shall conform to the contract time specified herein. The schedule for all deliverables shall be set by the Entity's Responsible Charge. All submittals are subject to review by the Entity and DOTD.

The services to be performed under this part consist of the following:

1) Assembly and study of existing data, As-Built plans, improvement studies, boring information, traffic data, and field reconnaissance.
2) Design and preparation of preliminary plans in accordance with the requirements outlined in the latest AASHTO Standard Specifications for Highways and Bridges and in accordance with the DOTD Project Manager.
3) Preparation of specifications for the project in accordance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, and with the current practices of the DOTD.
4) Preparation of Road Design 100% Preliminary Plans QA/QC Checklist, and other pertinent documents.
5) Preparation of initial cost estimates based on the preliminary plans.
6) Preparation of all special specifications, specialty item descriptions, and details for the project.
7) The design standards for the improvements shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character.
8) Design of preliminary plans shall be done in English units of measurement.

Part IV: FINAL PLANS

Final Plans- Final plans shall consist of all services required for the completion of final plans, specifications and cost estimates for the projects. The final plan phase shall be initiated upon issuance of a separate Notice to Proceed from the Entity. The schedule for all deliverables shall be set by the Entity's Responsible Charge. All submittals are subject to review by the Entity and DOTD.

The services to be performed under this part consist of the following:

1) Design and preparation of completed detailed final plans in accordance with requirements as listed in Part III. The final plans are to include detailed final drawings for specialty items, layouts, utility locations, if applicable, or any other special details.
2) Preparation and submittal of construction cost estimates based on the final plans.
3) Written justification of estimated costs following the construction bid if estimate is not in conformance with actual bid costs.
4) Submittal of the completed Constructability/Biddability Review document and Road Design Final Plans QA/QC Checklist.
5) Submittal of stamped, signed final plans. The plans are to be accompanied by a CD containing PDF's of the plan sheets and CAD files in .dgn format. The CD shall be properly indexed, neatly arranged and contain a copy of all design computations used in developing the pay quantities and the drainage design data for culverts and storm sewers, as applicable. The submittal shall be accompanied by a written certification from the Consultant that a detailed check of such computations by qualified personnel has been made prior to submission. At any stage of the plan development process, plan delivery by other methods may be required including, but not limited to, upload to the DOTD ProjectWise repository. More information may be found on the website

http://www.dotd.louisiana.gov/highways/project_devel/design/electronic_standards_disclaimer.asp.

6) Plan sheets shall be letter size, 8 ½" x 11". Top, bottom, and right hand margins shall be at least ¼ inch, and left-hand margin shall be at least ¾ inch. The compensation value is predicated upon the development of preliminary and final plans for a letter size (8.5" x 11") plan set.
7) All plans submitted by the Consultant shall conform to the quality standards adopted by the DOTD and the DOTD's Chief Engineer may reject any plans not conforming to these standards.

The Consultant shall provide letter size preliminary and final roadway plans in English units of measurement and corresponding required documents for the project, including, but not limited to the following:

- Title Sheet and Layout Map
- General Notes Sheets
- Typical Section and Detail Sheets
- Summary of Estimated Quantities Sheets
- Tabulated Quantities Sheets
- Cost Estimate
- Plan Constructability/Biddability Review
- Road Design 100% Preliminary Plans QA/QC Checklist
- Road Design Final Plans QA/QC Checklist
- Preparation of any Non Standard Pay Items and Specifications
- Design Report
- Stormwater Prevention Pollution Plan

ELECTRONIC DELIVERABLES

The Consultant hereby agrees to produce electronic deliverables in conformance with the DOTD's Software and Deliverable Standards for Electronic Plans document in effect as of the effective date of the most recent contract action or modification. The Consultant is also responsible for ensuring that Sub-Consultants submit their electronic deliverables in conformance with the same standards. The DOTD's Software and Deliverable Standards for Electronic Plans document and DOTD's CAD Standards Downloads are available via links on the DOTD's web site.

The Consultant shall apply patches to CAD Standard Resources and install incremental updates of software as needed or required. The Consultant hereby agrees to install major updates to software versions and CAD Standard Resources in a timely manner. Major updates of CAD standards and software versions shall be applied per directive or approval of the DOTD's Design Automation Manager. Such updates shall not have a significant impact on the plan development time or project delivery date, nor shall they require the Consultant to purchase additional software. Prior to proceeding with plan development, the

Consultant shall contact the Project Manager for any special instructions regarding project-specific requirements.

In the event that any electronic standard conflicts with written documentation, including DOTD's plan-development manuals, the electronic standard typically governs. The Consultant is responsible for contacting the Project Manager should questions arise.

The Consultant shall upload (or check in) electronic deliverables directly into the DOTD's ProjectWise repository at each plan delivery milestone. Consultants are responsible for performing certain operations at each milestone including, but not limited to, the following:

- Upload (or check in) CAD plan deliverables to the discipline "Plans" folder
- Apply and maintain indexing attributes to CAD plans (and other deliverables as needed)
- Publish PDF format plan submittals in ProjectWise using automated publishing tools
- Digitally sign PDF format plan submittals in ProjectWise according to DOTD's standards and procedures (Final Plans, Revisions and Change Orders). Signatures shall be applied in signature blocks provided with electronic seals and Title Sheets.

Additionally, after reviewing deliverables for each submittal milestone, the Project Manager shall notify the Consultant regarding the availability of two automatically-generated informational reports in ProjectWise. These reports document the completion status and other information regarding indexing attributes and CAD standards. Consultants shall take these reports into account and make any necessary adjustments to plans before the next submittal milestone; or sooner, if directed by the Project Manager.

QUALITY CONTROL/QUALITY ASSURANCE

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program or adopt DOTD's program in order to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. The Consultant must ensure quality and adhere to established design policies, procedures, standards and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Consultant. The Consultant's plans shall meet or exceed DOTD's Construction Plans Quality Control / Quality Assurance Manual and EDSM No. I. 1.1.24 on Plan Quality. The Consultant shall transmit plans with a DOTD's Quality Control/Quality Assurance Checklist, and a certification that the plans meet the DOTD's quality standards.

ITEMS TO BE PROVIDED BY DOTD

1. Environmental Clearance
2. Existing DOTD Special Details and DOTD Standard Plans (through ProjectWise)

COMPENSATION

The Entity shall pay and the Consultant agrees to accept, as full compensation for the services to be performed under this Contract, a non- negotiated lump sum compensation of **$41,437,** which is subdivided as follows:

Stage 3: Part I (a) – Topographic Survey	$18,518
Stage 3: Parts III and IV – Preliminary and Final Plans	$22,919

DIRECT EXPENSES

All direct expense items which are not paid for in the firm's overhead which are needed and shall be consumed during the life of the contract must be identified by the Consultant during contract development. Standard equipment to be used in the provision of services rendered for this contract shall not be considered for payment under direct expenses. Failure to provide the above information shall deem items as non-qualifying for direct expenses.

The Consultant shall provide a minimum of three rate quotes for any specialty vehicle or equipment. Any and all items for which said quotes are not submitted shall be deemed as non-qualifying for payment as direct expenses.

PAYMENT FOR LUMP SUM

Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Stages with estimated percentages for each Stage, and c) be of a form and with a division of items as approved by the DOTD and or the Entity. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31.

The invoice, reflecting the amount and value of work accomplished to the date of such submission, shall be submitted each month directly to the Entity's Project Manager. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice. **All invoices submitted for payment shall include the assigned Purchase Order Number.**

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Entity's Project Manager.

Upon receipt of each invoice, the Entity shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed,

ADDITIONAL SERVICES

The scope of services, compensation and contract time for future engineering services may be established by Supplemental Agreement(s). All additional sub-consultants required to perform these services are subject to approval per RD 48:290.D prior to execution of the Supplemental Agreement(s).

CONTRACT TIME AND NOTICE TO PROCEED

The overall contract time to complete this project is estimated to be **180 calendar days**. The Consultant shall proceed with the services upon issuance of the Notice to Proceed from the **Entity**.

The delivery schedule is as follows, however may be changed by the DOTD Project Manager:

Stage 3: Part I (a) - Topographic Survey, shall be completed within **14 calendar days**, including DOTD review, from the Notice to Proceed.

Stage 3: Part III- Preliminary Plans, shall be completed within **60 calendar days**, including DOTD review, from the Notice to Proceed.

Stage 3: Part IV, Final Plans, including Traffic Signal Modification Plans is estimated to be completed within **60 calendar days**, including DOTD review, from the Notice to Proceed from the Entity.

GENERAL REQUIREMENTS

It is the intent of this Contract that with the exception of the items specifically listed to be furnished by the DOTD and/or the Entity, the Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required Scope of Contract Services of the Project. All items required to accomplish these results, whether or not specifically mentioned in this Contract are to be furnished at a cost not to exceed the maximum amount established by this Contract. If an error or omission is detected by the Consultant in data provide to the Consultant by DOTD and/or the Entity, the Consultant shall notify DOTD and/or the Entity and may request a suspension of contract time. In the event that contract time is not suspended, the Consultant shall perform work only on those portions of the work unaffected by the error or omission.

Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Entity's Project Manager a proposed progress schedule or bar chart, which shall show in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this schedule or bar chart shall be arranged so the actual progress can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required. One (1) original and two (2) copies of this schedule shall be submitted.

the Entity shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

RETAINAGE

Retainage in the amount of five (5%) percent of invoiced amounts other than amounts to be reimbursed for direct expenses may be held, at the sole discretion of DOTD, if any of the following conditions are met:

1) Failure of the Consultant to submit invoices timely in accordance with this Contract; or

2) The Consultant has received a rating of "Marginal Performance" or lower in any rating category.

AUDIT

Annually, the Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited overhead rates for itself and any sub-consultants. These audited overhead rates shall be developed in accordance with generally accepted accounting principles, using the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the selected Consultant shall allow the DOTD Audit Section to perform an overhead audit of its books, at the DOTD's sole discretion, and shall require the same of any sub-consultants. The performance or non-performance of such an audit by the DOTD Audit Section shall not relieve the Consultant of its responsibilities under this paragraph.

Consultants are also required to submit labor rate information twice a year, or more frequently upon request from DOTD, to the DOTD's Audit Section. Newly selected firms must have audited salaries and overhead rates on file with the DOTD's Audit Section before starting any additional stage/phase of their contracts.

If the Consultant is entitled to be reimbursed for direct and/or indirect costs of the Consultant and/or any sub-consultants pursuant to this Contract, the Consultant/sub-consultant must maintain an approved Project Cost System and segregate direct from indirect cost in its General Ledger. Pre-award and post audits, as well as interim audits, may be required.

ADDITIONAL WORK

Minor revisions in the described work shall be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If the Entity and the DOTD require more substantial revisions or additional work which the Consultant believes warrants additional compensation, the Consultant shall notify the Entity and the DOTD in writing within thirty (30) days of being instructed to perform such work.

The Consultant shall not commence any work for which the Consultant intends to seek additional compensation unless and until written authority to proceed has been given by the Entity and DOTD.

If the DOTD and the Entity agree that the required work is necessary and warrants additional compensation, the Contract shall be changed by a **Supplemental Agreement.**

The Consultant shall not commence any additional work until the situation described above has been mutually agreed to by the DOTD and the Entity, executed, and written authority to proceed has been given by the Entity.

The Entity shall not authorize any additional services or execute Supplemental Agreements to this Contract, without obtaining the written approval of the DOTD's Consultant Contract Services Administrator. For services eligible for reimbursement, no Notice-to-Proceed shall be issued and no compensable costs may be incurred prior to formal notification from the DOTD that FHWA Authorization has been received. **Any costs incurred prior to such DOTD approval and FHWA authorization shall not be compensable.**

If the DOTD and the Entity disagree that additional compensation is due for the required work, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

CONTRACT MANAGEMENT DOCUMENTS

As an aid in managing this Contract, the Entity may issue Time Extension Letters, and Time Suspension Letters (collectively, "Contract Management Documents"). Any Contract Management Documents must be issued in writing and must comply with the provisions of this Contract.

Wherein DOTD agrees that required work is necessary and warrants additional compensation, the parties shall execute a Supplemental Agreement.

A Time Extension Letter may be issued by the Entity in cases when circumstances outside the control of either the Consultant or DOTD result in delays to the project. The Time Extension Letter must state the exact duration of the time extension to be granted, and the reasons therefor.

A Time Suspension Letter may be issued by the Entity in cases when circumstances outside the control of either the Consultant or DOTD make it impossible to proceed with the work required under this Contract, and DOTD wishes to suspend performance of this Contract. The Time Suspension Letter must give the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, within thirty (30) days from the date of the Time Suspension Letter, stop all work on the Project. Work shall resume no later than thirty (30) days after the DOTD provides the Consultant with a written notice of intent to resume work.

OWNERSHIP OF DOCUMENTS

All data collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall

become, and be the property of the Entity. The Entity shall not be restricted in any way whatever in its use of such material.

No public news releases, technical papers or presentations concerning this Project may be made without the prior written approval of the Entity.

DELAYS AND EXTENSIONS

Upon written request to the Entity, the Consultant may be given an extension of time for delays occasioned by events or circumstances beyond the Consultant's control or, delays caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD and/or the Entity.

It may be cause for review of contract compensation if the accumulated approved extensions of contract time caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD and/or Entity or its agents equals or exceeds twelve (12) months. If, in the opinion of the DOTD's Chief Engineer and/or Entity, circumstances indicate a need for additional compensation, the compensation stipulated herein for work accomplished, for the delayed individual Stage/Part, shall be addressed by Supplemental Agreement. If the Consultant believes contract delays warrant an adjustment in contract compensation, then the Consultant shall notify the DOTD and/or the Entity in writing of its request within thirty (30) days of being instructed to perform the work. **No compensation adjustment shall be made for work performed prior to such written request.**

If, in the opinion of the DOTD's Chief Engineer and/or Entity, circumstances do not indicate a need for additional compensation, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

PROSECUTION OF WORK

The Consultant shall provide sufficient resources to insure completion of the Project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, the Consultant shall take immediate steps to restore satisfactory progress.

The progress of the work shall be determined monthly, with the submission of an invoice and progress schedule to the Entity's Project Manager. For any work, the Project shall be considered **on schedule** if the percentage of the total work completed is equal to or greater than the percentage of contract time elapsed.

The overall project schedule includes the combined time allotted for all Stages and Parts of a Contract, subject to any overlaps of concurrent activities. For the purposes of evaluating work progress, the elapsed time for any Stage or Part begins in accordance with the original project schedule, even though work on a Stage or Part may not commence on schedule. Should any Stage or Part of the work fail to commence in accordance with the original schedule because of delinquencies in a previous Stage or Part, the elapsed time in the above ratio shall be measured from the time the Stage would have begun had the previous Stage or Part been completed on schedule. Should any delays in progress be necessitated by circumstances

outside of the Consultant's control, it shall be the responsibility of the Consultant to request an appropriate adjustment in contract time. If the ratio of percentage of work completed to percentage of time elapsed falls below 0.75, the Consultant shall be subject to Disqualification.

DISQUALIFICATION

The Consultant shall be subject to Disqualification in the event that the Consultant fails to comply with the terms of this Contract with respect to:

1) Prosecution of work;

2) Audits, including but not limited to providing access to documentation deemed necessary by DOTD to conduct audits of direct expenses and/or overhead rates, if applicable;

3) Repayment of any overpayments after receipt of an invoice from DOTD.

During the period of disqualification, the Consultant shall not be considered for contracts nor shall he be considered or approved as a sub-consultant on contracts or proposals. The Consultant shall be allowed to proceed with any work under any preexisting contract or written sub-consultant agreement. The period of disqualification shall continue until the Consultant comes into compliance with the relevant terms of this Contract.

The disqualified Consultant may submit a written appeal to the DOTD Chief Engineer for review by the Disqualification Review Board (DRB). The Disqualification Review Board shall be composed of the DOTD Chief Engineer or his designee, the Consultant Contract Services Administrator, and the Project Development Director. The written appeal shall be submitted within 7 days, excluding weekends and holidays, after issuance of written notice of disqualification and may either request a meeting with the DRB or that the DRB consider a written appeal only. A meeting of the DRB shall be scheduled within 10 days, excluding weekends and holidays, after receipt of the appeal. After all the information has been considered, the Chief Engineer shall notify the Consultant of the decision of the DRB in writing within 10 days, excluding weekends and holidays. The decision of the DRB shall not operate as a waiver by the DOTD of any of its rights under this Contract or for any damages, including, but not limited to, untimely completion.

PROGRESS INSPECTIONS

During the progress of the work, representatives of the Entity, the DOTD and other interested parties when so named herein shall have the right to examine the work and may confer with the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work to the Entity and the DOTD for inspection. The Consultant shall confer with the Entity, the DOTD and such other parties, and from time to time may submit sketches illustrating significant features of the work for interim approval.

TERMINATION OR SUSPENSION

This Contract shall become effective from the date of execution (the date all parties have signed) and shall be binding upon the parties until all work is completed by the Consultant in accordance with the terms of this Contract and accepted by the Entity, the DOTD, and the FHWA and all payments and conditions have been met. Further, this Contract shall remain in effect until the Entity and the DOTD has issued final acceptance of the services provided for herein. However, this Contract may be terminated earlier under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity as a consequence of failure of the Consultant to comply with the terms, progress or quality of work in a satisfactorily manner, proper allowance being made for circumstances beyond the control of the Consultant.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the Entity due to the departure for whatever reason of any principal member or members of the Consultant's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By Entity giving thirty calendar days' notice to the Consultant in writing and paying compensation due for completed work.

Upon termination of this Contract, the Consultant shall deliver to the Entity all plans and records of the work compiled to the date of termination. The Entity shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

If for any reason, the Entity wishes to suspend this Contract, it may do so by giving the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, at expiration of the thirty (30) days from the date of the notice of intent to suspend, stop all work on the Project. Work shall resume no later than thirty (30) days after the Entity provides the Consultant with a written notice of intent to resume work.

The Consultant shall not have the authority to suspend work on this Contract.

CLAIMS AND DISPUTES

Consultant's failure to provide the required written notification pursuant to the provisions of the Contract Changes and/or the Delays and Extensions sections of this Contract shall be deemed a waiver of any and all claims for additional compensation.

When the Consultant has timely filed notice pursuant to the provisions of the Contract Changes and/or the Delays and Extensions sections of this Contract, the Consultant shall submit the entire claim and supporting documentation to the DOTD's Consultant Contract Services Administrator and the Entity's Project Manager within thirty (30) days of the notice. The Consultant Contract Services Administrator shall submit the claim to the DOTD's Consultant Contracts Claims Committee (hereinafter, "the Committee") for review.

The Consultant shall be notified in writing of the Committee's recommendation, and, if accepted by the Consultant and approved by the Chief Engineer, the Entity's Project Manager and FHWA, if applicable, the parties hereto shall execute a Supplemental Agreement based upon said recommendation. If the Committee's recommendation is not accepted by the Consultant, the Consultant may file a written appeal to the Chief Engineer and the Entity's Project Manager. Review and determination of the matter by the Chief Engineer shall constitute the final determination by the Department. If the Chief Engineer's decision is not acceptable to the Consultant, then Consultant may pursue any remedies available to it at law.

INSURANCE REQUIREMENTS

During the term of this Agreement, the Consultant shall carry professional liability insurance in the amount of $1,000,000. This insurance shall be written on a "claims-made" basis. The Consultant shall provide or cause to be provided a Certificate of Insurance to the DOTD showing evidence of such professional liability insurance.

INDEMNITY

The Consultant shall indemnify and save harmless the Entity, the DOTD, and the FHWA against any and all claims, demands suits, and judgments of sums of money (including attorney's compensation and cost for defense) to any party for loss of life or injury or damage to persons or properties arising out of, resulting from, or by reason of, any negligent act, or omissions by the Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

ERRORS AND OMISSIONS

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of the Consultant under Contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of the Entity, the FHWA, and the DOTD. The Entity's, the FHWA's, and the DOTD's review, approval, acceptance of, or payment for the services required under this Contract shall <u>not</u> be construed to operate as a waiver of any of the Entity, FHWA, and the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Consultant. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction and payments withheld until the delivery of an acceptable product. The Consultant shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD and the Entity in its designs, plans, drawings, specifications or other services. If the project schedule requires that the DOTD's and/or the Entity's staff make corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for the costs incurred by the DOTD and/or the Entity to make the corrections. The costs to be recovered shall include, but not be limited to, the costs associated with moving the letting date, issuing addenda to the plans/proposal, payroll costs for making corrections plus applicable

overhead costs not to exceed the allowable overhead for the Consultant's firm, costs to correct design errors during construction, and the processing of any necessary Change Orders.

CLAIM FOR LIENS

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

COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State, and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract. Specific reference is made to Act No. 568 of 1980 of the State of Louisiana, an act to regulate the practice of engineering and land surveying.

COMPLIANCE WITH CIVIL RIGHTS ACT

The Consultant agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The Consultant agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

ANTI-SOLICITATION AND ANTI-LOBBYING COVENANT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. The Consultant further warrants that it has executed a certification and disclosure form as required under 49 CFR 20, and that all information on the form is true and correct. For breach or violation of these warranties the DOTD and/or the Entity shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee paid in violation of the warranties made in the Article.

No legislator or person who has been certified by the Secretary of the State as elected to the legislature or member of any board or commission, members of their families or legal entities in which the legislator, person or board or commission member has an interest, may derive any benefit from this Contract or share in any part of the Contract in violation of the Louisiana Code of Governmental Ethics (LSA-R.S. 42:1101, et seq.).

CODE OF GOVERNMENTAL ETHICS

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

DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal has been assigned, the Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the Prime Consultant shall provide to DOTD a copy of the contract between the Prime Consultant and the DBE sub-consultant. The Prime Consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the Prime Consultant, DOTD shall release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the Prime Consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this Contract. After proper notification by the DOTD and/or the Entity, immediate remedial action shall be taken by the Consultant as deemed appropriate by DOTD and/or the Entity or the Contract shall be terminated. The option shall rest with the DOTD.

The above requirements shall be physically included in all subcontracts entered into by the Consultant.

SUBLETTING, ASSIGNMENT OR TRANSFER

This Contract, or any portion thereof, shall not be transferred, assigned or sublet without the prior written consent of the Entity and the DOTD. In the event the Consultant does elect to sublet any of the services required under this Contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified DBE on solicitation lists.
2. Assuring that DBE are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
4. Where the requirement permits, establishing delivery schedules which shall encourage participation by DBE.
5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

COST RECORDS

The Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this Project. Costs shall be in accordance with 48 CFR 31 of the (FARS), as modified by the DOTD's audit guidelines, and which are incorporated herein by reference as if copied in extenso. The FARS is available for inspection through www.transportation.org. Records shall be retained until such time as an audit is made by the DOTD or the Consultant is released in writing by the DOTD's Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by the Entity, DOTD and/or Legislative Auditor and the FHWA or General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Contract and copies thereof shall be furnished if requested.

ENDORSEMENT OF PLANS

The Consultant shall endorse all plans prepared by it in the manner required by the Entity and the DOTD.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

TAX RESPONSIBILITY

The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Contract shall be Consultant's obligation.

JOINT EFFORT

This Contract shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Contract.

SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

GOTECH, Inc.

_____
Witness for First Party

BY: _____

_____
Witness for First Party

Rhaoul A. Guillaume, Sr.
Typed or Printed Name

TITLE: President

72-0912426
Federal Identification Number

STATE OF LOUISIANA
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

_____
Witness for Second Party

BY: _____
Gordon E. Dove
Parish President

_____
Witness for Second Party

07-507-7511
DUNS Number

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-310-8912-22
PROSPECT BLVD SIDEWALKS
STATE PROJECT # H.012337
FEDERAL AID # H012337
R: 659-000-6315-22

TOTAL FUNDING	**$**	**41,437**
EXPENDITURES THRU 12/31/16		
PROJECT BALANCE	**$**	**41,437**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Feb-18	PENDING BA	DOTD			33,150				
Feb-18	PENDING BA	FROM 151-302-8342-01			8,287				
	LESS PRIOR YEARS EXPENDITURES								
		FUNDS AVAILABLE	$ -	$ -	$ 41,437	$ -	$ -	$ -	$ -

ENGINEER/ARCHITECT: DUPLANTIS DESIGN GROUP

DESCRIPTION: CONSTRUCT ADA SIDEWALK ALONG THE EASTERN SIDE OF PROSPECT BLVD FROM LA 24 (EAST MAIN ST) TO WOODSIDE DRIVE.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-302-8342-01
GENERAL FUND
ENGINEERING
ENGINEERING FEES

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	111,000	16,269.22	0	94,731
2018	145,841	.00	0	145,841
CLOSED:				
2011	250,000	48,769.51	N/A	201,230
2012	250,000	64,224.77	N/A	185,775
2013	200,000	19,128.90	N/A	180,871
2014	225,000	19,053.59	N/A	205,946
2015	225,000	24,655.23	N/A	200,345
2016	169,500	43,889.30	N/A	125,611

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section VIII

659-310-8912-21 - 91748
659-000-6315-21 (73,398)
151-302-8342-01 (18,350)

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ORIGINAL ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.012339
FEDERAL AID PROJECT NO. H012339
LA 24 SIDEWALK REHAB
LA 24 & LA 182
Terrebonne Parish

THIS AGREEMENT, is made and executed in three original copies on this 21 day of September, 2017, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and the **South Central Planning and Development Commission,** acting in its capacity as the Metropolitan Planning Organization, hereinafter referred to as "MPO."

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual

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

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct ADA compliant sidewalks on both sides of LA 24 from Barataria Ave. to New Orleans Blvd, in Houma , Terrebonne Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.012339 and Federal Project No. H012339** All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table **Roadway Control Section 005-05**			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way	No	Yes	
Services	No	Yes	
Acquisition and Relocation	No	Yes	
Permits	No	Yes	
Utility (Clearance/Permits/Relocation)	No	Yes	
Construction	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

Responsibility Table Roadway Control Section 065-04			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way	No	Yes	
Services	No	Yes	
Acquisition and Relocation	No	Yes	
Permits	No	Yes	
Utility (Clearance/Permits/Relocation)	No	Yes	
Construction	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table[1] **Roadway Control Section 005-05**			
Method of Payment	Disbursement		
	Percentage Funded By Entity[2]	Percentage Funded By DOTD[3]	Percentage Funded By FHWA[3]
Environmental Process	0%	100%	0%
Pre-Construction Engineering	20%	0%	80%
Rights-of-Way	100%	0%	0%
Services	100%	0%	0%
Acquisition and Relocation	100%	0%	0%
Utility (Clearance/Permits/Relocation)[4]	100%	0%	0%
Construction	20%	0%	80%
Construction Engineering and Inspection	0%	100%	0%
Construction Engineering Testing	0%	100%	0%
Non-Infrastructure Enhancements	100%	0%	0%

[1]*Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.*
[2]*If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.*
[3]*When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.*
[4]*Includes railroads*

Funding Table[1] **Roadway Control Section 065-04**			
Method of Payment	Disbursement		
	Percentage Funded By Entity[2]	Percentage Funded By DOTD[3]	Percentage Funded By FHWA[3]
Environmental Process	0%	100%	0%
Pre-Construction Engineering	20%	0%	80%
Rights-of-Way	100%	0%	0%
Services	100%	0%	0%
Acquisition and Relocation	100%	0%	0%
Utility (Clearance/Permits/Relocation)[4]	100%	0%	0%
Construction	20%	0%	80%
Construction Engineering and Inspection	0%	100%	0%
Construction Engineering Testing	0%	100%	0%
Non-Infrastructure Enhancements	100%	0%	0%

[1]*Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.*
[2]*If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.*
[3]*When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.*
[4]*Includes railroads*

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

If DOTD manages the contract for an off-system (locally owned) route for the entity, the entity will in advance of DOTD entering into a contract for each Stage/Phase, be required to pay for the DOTD services (the current DOTD Indirect Cost (IDC) percentage applied

to the cost of the Stage/Phase) to be performed in connection with the deliverables for that contract, in addition to the required matching funds. For construction contracts the entity will be required to pay 1.2 times this amount for the construction contract to be held in reserve for change orders and claims {(matching funds + DOTD services) X 1.2}. The entity will be required to send the funds for the designated Stage/Phase (preconstruction, construction, construction inspection) prior to the initiation of the Stage/Phase. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate and/or the amount held in reserve, as applicable, DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of

performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity

employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing, financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS." The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.

2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.

3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.

4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.

5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. Shop drawing review is the responsibility of the design engineer.

9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under $2 million and 60 day for projects over $2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(a) Including qualified DBE on solicitation lists.

(b) Assuring that DBE are solicited whenever they are potential sources.

(c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.

(e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification

by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.
Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal

funding for the Project.

4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

   (1) *Project for acquisition of rights-of-way.* In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

   (2) *Preliminary engineering project.* In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation,

gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the

Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of

filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.
The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

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

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Leilani H. Adams

Deborah W. Ortego

STATE OF LOUISIANA
Terrebonne Parish
Consolidated Government

BY: _____

Gordon E. Dove
Typed or Printed Name

Parish President
Title

72-6001390
Taxpayer Identification Number

07-507-7511
DUNS Number

20.205
CFDA Number

WITNESSES:

_____

_____

South Central Planning and Development Commission

WITNESSES:

_____

_____

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

OFFERED BY: MS. A. WILLIAMS
SECONDED BY: MS. C. DUPLANTIS-PRATHER

RESOLUTION NO. 17-270

A resolution authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **LA 24 Sidewalk Rehab.**

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

WHEREAS, the Parish would like to rehabilitate the sidewalk along LA 24 in downtown Houma, and

WHEREAS, the funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the LA 24 Sidewalk project will be funded on a cost disbursement basis with 80% of project costs provided by the Louisiana Department of Transportation and Development and the Terrebonne Parish Consolidated Government providing 20% of the remaining costs, and

NOW, THEREFORE BE IT FURTHER RESOLVED, 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: G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, and A. Williams.
NAYS: None.
ABSTAINING: None.
ABSENT: None.
The Chairwoman declared the resolution adopted on this the 7th 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 Public Services Committee on August 7, 2017 and subsequently ratified by the Assembled Council in Regular Session on August 9, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 10TH DAY OF AUGUST 2017.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA
URBAN SYSTEM
CONTRACT FOR ENGINEERING AND RELATED SERVICES
CONTRACT NO. 4400011191
STATE PROJECT NO. H.012339.5
FEDERAL AID PROJECT NO. H012339
LA 24 SIDWALK REHAB
TERREBONNE PARISH

THIS CONTRACT is made and entered into this _____ day of _____, 20__, by and between the Terrebonne Parish Consolidated Government, a political subdivision of the State of Louisiana, hereinafter referred to as the Entity, and GIS Engineering, LLC, Houma, Louisiana, hereinafter referred to as "Consultant".

The Entity with assistance from the Department of Transportation and Development (DOTD) and the Federal Highway Administration (FHWA) proposes to design ADA compliant sidewalks on both sides of LA 24 from Barataria Avenue to New Orleans Boulevard in Houma to improve pedestrian access along the corridor, in Terrebonne Parish, Louisiana.

The Entity, under authorization granted by Title 48 of Louisiana Revised Statutes, has elected to engage the Consultant for the purpose of expediting the Engineering and Related Services; and the Consultant agrees to perform the services described in the (Scope of Project) under the terms and conditions, and for the compensation as stated in this Contract.

ENTIRE AGREEMENT

This Contract, together with Advertisement of June 28, 2017, and Addenda No. 1 through 3, the DOTD's Form 24-102 (24-102) submitted in response to the Advertisement, and any attachments and exhibits, to the foregoing are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in the event of a conflict between the terms of this Contract and the referenced documents, this Contract governs.

CONTRACT IDENTIFICATION

Contract No. 4400011191, State Project No. H.012339.5, Federal Aid Project No. H012339, have been assigned to this Contract to identify Engineering and Related Service costs. All invoices, progress reports, correspondence, etc., required in connection with this Contract shall be identified with the DOTD's Project Title, Project Contract No., and Purchase Order Number, as well as those of the Entity. The Professional Engineer registrant of the State of Louisiana, who is responsible for the project, shall sign (using his registered name), date, and seal all project documentation. Refer to Louisiana Revised Statute (LRS) 37:681 through 37:703 and Title 46: Part LXI relating to Professional Engineering and Professional Surveying requirements.

CONSTRUCTION IDENTIFICATION

State Project No. H.012339.6 and Federal Aid Project No. H012339 have been assigned to identify the construction project and the plans shall be identified accordingly.

SCOPE OF SERVICES

The various Tasks to be performed by the Consultant for this Project are described more specifically as follows:

The services to be rendered for this Project shall consist of the following Stage and Parts:

Stage 3: Design
- Part I: Surveying Services
  - (a) Topographic Survey
- Part III: Preliminary Plans
- Part VI: Final Plans

The Consultant shall perform Stage 3, Parts I (a), III and VI, in accordance with the terms of this Contract under the direct supervision of the Entity Project Manager who shall be identified when the work is authorized.

The Stage and Parts to be performed by the Consultant under this Contract is described more specifically as follows:

STAGE 3: DESIGN

Part I: Surveying Services

Part I (a) Topographic Survey - shall consist of all services required along the proposed corridor of the proposed sidewalk. The survey in the corridor shall include, but is not limited to all utilities, drainage structures, edge of existing roadway/pavement, overhead structures, trees, billboards/signs, driveways, ground and .dtm elevations, turning lanes, or any other visible feature that would impact the project located within the proposed sidewalk corridor.

The project along the corridor shall be completed as per the Location and Survey Manual and Location and Survey Automation Procedures. The survey shall be certified by the Surveyor of Record and the Designers shall also certify the survey is complete and acceptable to continue with the design.

Part III: Preliminary Plans

Preliminary Plans - shall consist of all Engineering Services required for the completion of Preliminary Plans and initial cost estimates for the project. Schedule for completion shall conform to the contract time specified herein. The schedule for all deliverables will be set by the Entity's Responsible Charge. All submittals are subject to review by the Entity and DOTD.

The services to be performed under this part consist of the following:

1) Assembly and study of existing data, As-Built plans, improvement studies, boring information, traffic data, and field reconnaissance.
2) Design and preparation of preliminary plans in accordance with the requirements outlined in the latest AASHTO Standard Specifications for Highways and Bridges and in accordance with the Urban System Project Manager.
3) Preparation of specifications for the project in accordance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, and with the current practices of the DOTD.
4) Preparation of Road Design 100% Preliminary Plans QA/QC Checklist, and other pertinent documents.
5) Preparation of initial cost estimates based on the Preliminary Plans.
6) Preparation of all special specifications, specialty item descriptions, and details for the project.
7) The design standards for the improvements shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character.
8) Design of Preliminary Plans shall be done in English units of measurement. Part IV: Final Plans

Part VI: Final Plans

Final Plans - shall consist of all services required for the completion of Final Plans, specifications and cost estimates for the projects. The Final Plan phase shall be initiated upon issuance of a separate Notice to Proceed from the Entity. The schedule for all deliverables shall be set by the Entity's Responsible Charge. All submittals are subject to review by the Entity and DOTD.

The services to be performed under this part consist of the following:

1) Design and preparation of completed detailed Final Plans in accordance with requirements as listed in Part III. The Final Plans are to include detailed final drawings for specialty items, layouts, utility locations, if applicable, or any other special details.
2) Preparation and submittal of construction cost estimates based on the Final Plans.
3) Written justification of estimated costs following the construction bid if estimate is not in conformance with actual bid costs.
4) Submittal of the completed Plan Constructability Review Form and Road Design Final Plans QA/QC Checklist.
5) Submittal of stamped, signed Final Plans. The plans are to be accompanied by a CD containing PDF's of the plan sheets and CAD files in .dgn format. The CD shall be properly indexed, neatly arranged and contain a copy of all design computations used in developing the pay quantities and the drainage design data for culverts and storm

sewers, as applicable. The submittal shall be accompanied by a written certification from the Consultant that a detailed check of such computations by qualified personnel has been made prior to submission. At any stage of the plan development process, plan delivery by other methods may be required including, but not limited to, upload to the DOTD ProjectWise repository. More information may be found on the website: http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Electronic_Plans_Delivery/Pages/default.aspx

6) Plan sheets shall be letter size, 8 ½" x 11". Top, bottom, and right hand margin shall be at least ¼ inch, and left-hand margin shall be at least ¾ inch. The compensation value is predicated upon the development of Preliminary and Final Plans for a letter size (8.5" x 11") plan set.
7) All plans submitted by the Consultant shall conform to the quality standards adopted by the DOTD and the DOTD's Chief Engineer may reject any plans not conforming to these standards.

The Consultant shall provide letter size Preliminary and Final Roadway Plans in English units of measurement and corresponding required documents for the project, including, but not limited to the following:

- Title Sheet and Layout Map
- General Notes Sheets
- Typical Section and Detail Sheets
- Summary of Estimated Quantities Sheets
- Tabulated Quantities Sheets
- Cost Estimate
- Plan Constructability Review Form
- Road Design 100% Preliminary Plans QA/QC Checklist
- Road Design Final Plans QA/QC Checklist
- Preparation of any Non Standard Pay Items and Specifications
- Design Report
- Stormwater Prevention Pollution Plan

ELECTRONIC DELIVERABLES

The Consultant hereby agrees to produce electronic deliverables in conformance with the DOTD Software and Deliverable Standards for Electronic Plans document. The Consultant is also responsible for ensuring that Sub-Consultants submit their electronic deliverables in conformance with the same standards. The DOTD Software and Deliverable Standards for Electronic Plans document and DOTD CAD Standards Downloads are available via links on the DOTD web site.

The Consultant shall apply patches to CAD Standard Resources and install incremental updates of software as needed or required. The Consultant hereby agrees to install major updates to software versions and CAD Standard Resources in a timely manner. Major updates of CAD standards and software versions shall be applied per directive or approval of the DOTD Design Automation Manager. Such updates will not have a significant impact on the plan development time or project delivery date, nor will they require the Consultant to purchase additional software. Prior to proceeding with plan development, the Consultant shall contact the Project Manager for any special instructions regarding project-specific requirements.

In the event that any electronic standard conflicts with written documentation, including DOTD plan-development Manuals, the electronic standard typically governs. The Consultant is responsible for contacting the Project Manager should questions arise.

The Consultant shall upload (or check in) electronic deliverables directly into the DOTD ProjectWise repository at each plan delivery milestone. Consultants are responsible for performing certain operations at each milestone including, but not limited to, the following:

- Upload (or check in) CAD plan deliverables to the discipline "Plans" folder
- Apply and maintain indexing attributes to CAD plans (and other deliverables as needed)
- Publish PDF format plan submittals in ProjectWise using automated publishing tools
- Digitally sign PDF format plan submittals in ProjectWise according to DOTD standards and procedures (Final Plans, Revisions and Change Orders). Signatures shall be applied in signature blocks provided with electronic seals and Title Sheets.

Additionally, after reviewing deliverables for each submittal milestone, the Project Manager shall notify the Consultant regarding the availability of two automatically-generated informational reports in ProjectWise. These reports document the completion status and other information regarding indexing attributes and CAD standards. Consultants shall take these reports into account and make any necessary adjustments to plans before the next submittal milestone; or sooner, if directed by the Project Manager.

QUALITY CONTROL/QUALITY ASSURANCE

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program or adopt DOTD's program; in order to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. Consultant's must ensure quality and adhere to established design policies, procedures, standards and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Consultant. The Consultant's plans shall meet or exceed DOTD's Construction Plans Quality Control / Quality Assurance Manual and EDSM No. Volume I. 1.1.24 on Plan Quality. The

Consultant shall transmit plans with a DOTD Quality Control/Quality Assurance Checklist, and a certification that the plans meet the DOTD's quality standards.

ITEMS TO BE PROVIDED BY THE DOTD

- Environmental Clearance
- Existing DOTD Special Details and DOTD Standard Plans (through ProjectWise)

CONTRACT TIME AND NOTICE TO PROCEED

The Consultant shall proceed with the services specified herein after the execution of this Contract and upon written Notice to Proceed (NTP) from the Entity and shall be completed within **180 calendar days**, which includes review time. The delivery schedule for all project deliverables will be established by the Entity.

GENERAL REQUIREMENTS

It is the intent of this Contract that with the exception of the items specifically listed to be furnished by the DOTD and/or the Entity, the Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required Scope of Contract Services of the Project. All items required to accomplish these results, whether or not specifically mentioned in this Contract are to be furnished at a cost not to exceed the maximum amount established by this Contract. If an error or omission is detected by the Consultant in data provide to the consultant by DOTD and/or the Entity, the Consultant shall notify DOTD and/or the Entity and may request a suspension of contract time. In the event that contract time is not suspended, the Consultant shall perform work only on those portions of the work unaffected by the error or omission.

Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Entity's Project Manager a proposed progress schedule or bar chart, which shall show in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this schedule or bar chart shall be arranged so the actual progress can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required. One (1) original and two (2) copies of this schedule shall be submitted.

COMPENSATION

The Entity shall pay and the Consultant agrees to accept, as full compensation for the services to be performed under this Contract, a non-negotiated lump sum compensation of **$91,748**.

All travel related expenses will be compensated under direct expenses, and will be in accordance with Louisiana Office of State Travel regulations found at:

http://www.doa.la.gov/Pages/osp/Travel/TravelPolicy.aspx Vehicle rental rates will require prior approval from the DOTD Project Manager.

DIRECT EXPENSES

All direct expense items which are not paid for in the firm's indirect cost which are needed and will be consumed during the life of the contract must be identified by the consultant during contract development. Standard equipment to be used in the provision of services rendered for this contract will not be considered for payment under direct expenses. Failure to provide the above information will deem items as non-qualifying for direct expenses.

The Consultant shall provide a minimum of three rate quotes for any specialty vehicle or equipment. Any and all items for which said quotes are not submitted shall be deemed as non-qualifying for payment as direct expenses.

PAYMENT FOR LUMP SUM

Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Stages with estimated percentages for each Stage, and c) be of a form and with a division of items as approved by the DOTD and or the Entity. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31.

The invoice, reflecting the amount and value of work accomplished to the date of such submission, shall be submitted each month directly to the Entity's Project Manager. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice. **All invoices submitted for payment shall include the assigned Purchase Order Number.**

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Entity's Project Manager.

Upon receipt of each invoice, the Entity shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, the Entity shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

RETAINAGE

Retainage in the amount of five (5%) percent of invoiced amounts other than amounts to be reimbursed for direct expenses may be held, at the sole discretion of DOTD, if any of the following conditions are met:

1) Failure of the Consultant to submit invoices timely in accordance with this Contract; or

2) The Consultant has received a rating of "Marginal Performance" or lower in any rating category.

AUDIT

Annually, the Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited indirect cost rates for itself and any sub-consultants. These audited indirect cost rates shall be developed in accordance with generally accepted accounting principles, using the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the selected Consultant will allow the DOTD Audit Section to perform an indirect cost audit of its books, at the DOTD's sole discretion, and shall require the same of any sub-consultants. The performance or non-performance of such an audit by the DOTD Audit Section shall not relieve the Consultant of its responsibilities under this paragraph.

Consultants are also required to submit labor rate information twice a year, or more frequently upon request from DOTD, to the DOTD's Audit Section. Newly selected firms must have audited salaries and indirect cost rates on file with the DOTD's Audit Section before starting any additional stage/phase of their contracts.

If the Consultant is to entitled be reimbursed for direct and/or indirect costs of the Consultant and/or any sub-consultants pursuant to this Contract, the Consultant/sub-consultant must maintain an approved Project Cost System and segregate direct from indirect cost in its General Ledger. Pre-award and post audits, as well as interim audits, may be required.

ADDITIONAL WORK

Minor revisions in the described work shall be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If the Entity and the DOTD require more substantial revisions or additional work which the Consultant believes warrants additional compensation, the Consultant shall notify the Entity and the DOTD in writing within thirty (30) days of being instructed to perform such work.

The Consultant shall not commence any work for which the Consultant intends to seek additional compensation unless and until written authority to proceed has been given by the Entity and DOTD.

If the DOTD and the Entity agree that the required work is necessary and warrants additional compensation, the Contract shall be changed by a **Supplemental Agreement.**

The Consultant shall not commence any additional work until the situation described above has been mutually agreed to by the DOTD and the Entity, executed, and written authority to proceed has been given by the Entity.

The Entity shall not authorize any additional services or execute Supplemental Agreements to this Contract, without obtaining the written approval of the DOTD's Consultant Contract Services Administrator. For services eligible for reimbursement, no Notice-to-Proceed shall be issued and no compensable costs may be incurred prior to formal notification from the DOTD that FHWA Authorization has been received. **Any costs incurred prior to such DOTD approval and FHWA authorization shall not be compensable.**

If the DOTD and the Entity disagree that additional compensation is due for the required work, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

CONTRACT MANAGEMENT DOCUMENTS

As an aid in managing this Contract, the Entity may issue Time Extension Letters, and Time Suspension Letters (collectively, "Contract Management Documents"). Any Contract Management Documents must be issued in writing and must comply with the provisions of this Contract.

Wherein DOTD agrees that required work is necessary and warrants additional compensation, the parties will execute a Supplemental Agreement.

A Time Extension Letter may be issued by the Entity in cases when circumstances outside the control of either the Consultant or DOTD result in delays to the project. The Time Extension Letter must state the exact duration of the time extension to be granted, and the reasons therefor.

A Time Suspension Letter may be issued by the Entity in cases when circumstances outside the control of either the Consultant or DOTD make it impossible to proceed with the work required under this Contract, and DOTD wishes to suspend performance of this Contract. The Time Suspension Letter must give the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, within thirty (30) days from the date of the Time Suspension Letter, stop all work on the Project. Work shall resume no later than thirty (30) days after the DOTD provides the Consultant with a written notice of intent to resume work.

OWNERSHIP OF DOCUMENTS

All data collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become, and be the property of the Entity. The Entity shall not be restricted in any way whatever in its use of such material.
No public news releases, technical papers or presentations concerning this Project may be made without the prior written approval of the Entity.

DELAYS AND EXTENSIONS

Upon written request to the Entity, the Consultant may be given an extension of time for delays occasioned by events or circumstances beyond the Consultant's control or, delays caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD and/or the Entity.

It may be cause for review of contract compensation if the accumulated approved extensions of contract time caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD and/or Entity or its agents equals or exceeds twelve (12) months. If, in the opinion of the DOTD's Chief Engineer and/or Entity, circumstances indicate a need for additional compensation, the compensation stipulated herein for work accomplished, for the delayed individual Stage/Part, shall be addressed by Supplemental Agreement. If the Consultant believes contract delays warrant an adjustment in contract compensation, then the Consultant shall notify the DOTD and/or the Entity in writing of its request within thirty (30) days of being instructed to perform the work. **No compensation adjustment shall be made for work performed prior to such written request.**

If, in the opinion of the DOTD's Chief Engineer and/or Entity, circumstances do not indicate a need for additional compensation, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

PROSECUTION OF WORK

The Consultant shall provide sufficient resources to insure completion of the Project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, the Consultant shall take immediate steps to restore satisfactory progress.

The progress of the work shall be determined monthly, with the submission of an invoice and progress schedule to the Entity's Project Manager. For any work, the Project shall be considered **on schedule** if the percentage of the total work completed is equal to or greater than the percentage of contract time elapsed.

The overall project schedule includes the combined time allotted for all Stages and Parts of a Contract, subject to any overlaps of concurrent activities. For the purposes of evaluating work

progress, the elapsed time for any Stage or Part begins in accordance with the original project schedule, even though work on a Stage or Part may not commence on schedule. Should any Stage or Part of the work fail to commence in accordance with the original schedule because of delinquencies in a previous Stage or Part, the elapsed time in the above ratio shall be measured from the time the Stage would have begun had the previous Stage or Part been completed on schedule. Should any delays in progress be necessitated by circumstances outside of the Consultant's control, it shall be the responsibility of the Consultant to request an appropriate adjustment in contract time. If the ratio of percentage of work completed to percentage of time elapsed falls below 0.75, the Consultant shall be subject to Disqualification.

DISQUALIFICATION

The Consultant will be subject to Disqualification in the event that the Consultant fails to comply with the terms of this Contract with respect to:

1) Prosecution of work;

2) Audits, including but not limited to providing access to documentation deemed necessary by DOTD to conduct audits of direct expenses and/or indirect cost rates, if applicable;

3) Repayment of any overpayments after receipt of an invoice from DOTD.

During the period of disqualification, the Consultant shall not be considered for contracts nor shall he be considered or approved as a sub-consultant on contracts or proposals. The Consultant shall be allowed to proceed with any work under any preexisting contract or written sub-consultant agreement. The period of disqualification shall continue until the Consultant comes into compliance with the relevant terms of this Contract.

The disqualified Consultant may submit a written appeal to the DOTD Chief Engineer for review by the Disqualification Review Board (DRB). The Disqualification Review Board shall be composed of the DOTD Chief Engineer or his designee, the Consultant Contract Services Administrator, and the Project Development Director. The written appeal shall be submitted within 7 days, excluding weekends and holidays, after issuance of written notice of disqualification and may either request a meeting with the DRB or that the DRB consider a written appeal only. A meeting of the DRB shall be scheduled within 10 days, excluding weekends and holidays, after receipt of the appeal. After all the information has been considered, the Chief Engineer shall notify the Consultant of the decision of the DRB in writing within 10 days, excluding weekends and holidays. The decision of the DRB shall not operate as a waiver by the DOTD of any of its rights under this Contract or for any damages, including, but not limited to, untimely completion.

PROGRESS INSPECTIONS

During the progress of the work, representatives of the Entity, the DOTD and other interested parties when so named herein shall have the right to examine the work and may confer with the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work to the Entity and the DOTD for inspection. The Consultant shall confer with the Entity, the DOTD and such other parties, and from time to time may submit sketches illustrating significant features of the work for interim approval.

TERMINATION OR SUSPENSION

This Contract shall become effective from the date of execution (the date all parties have signed) and shall be binding upon the parties until all work is completed by the Consultant in accordance with the terms of this Contract and accepted by the Entity, the DOTD, and the FHWA and all payments and conditions have been met. Further, this Contract shall remain in effect until the Entity and the DOTD has issued final acceptance of the services provided for herein. However, this Contract may be terminated earlier under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity as a consequence of failure of the Consultant to comply with the terms, progress or quality of work in a satisfactorily manner, proper allowance being made for circumstances beyond the control of the Consultant.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the Entity due to the departure for whatever reason of any principal member or members of the Consultant's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By Entity giving thirty calendar days notice to the Consultant in writing and paying compensation due for completed work.

Upon termination of this Contract, the Consultant shall deliver to the Entity all plans and records of the work compiled to the date of termination. The Entity shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.
If for any reason, the Entity wishes to suspend this Contract, it may do so by giving the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, at expiration of the thirty (30) days from the date of the notice of intent to suspend, stop all work on the Project. Work shall resume no later than thirty (30) days after the Entity provides the Consultant with a written notice of intent to resume work.

The Consultant shall not have the authority to suspend work on this Contract.

CLAIMS AND DISPUTES

Consultant's failure to provide the required written notification pursuant to the provisions of the Contract Changes and/or the Delays and Extensions sections of this Contract shall be deemed a waiver of any and all claims for additional compensation.

When the Consultant has timely filed notice pursuant to the provisions of the Contract Changes and/or the Delays and Extensions sections of this Contract, the Consultant shall submit the entire claim and supporting documentation to the DOTD's Consultant Contract Services Administrator and the Entity's Project Manager within thirty (30) days of the notice. The Consultant Contract Services Administrator shall submit the claim to the DOTD's Consultant Contracts Claims Committee (hereinafter, "the Committee") for review.

The Consultant shall be notified in writing of the Committee's recommendation, and, if accepted by the Consultant and approved by the Chief Engineer, the Entity's Project Manager and FHWA, if applicable, the parties hereto shall execute a Supplemental Agreement based upon said recommendation. If the Committee's recommendation is not accepted by the Consultant, the Consultant may file a written appeal to the Chief Engineer and the Entity's Project Manager. Review and determination of the matter by the Chief Engineer shall constitute the final determination by the Department. If the Chief Engineer's decision is not acceptable to the Consultant, then Consultant may pursue any remedies available to it at law.

INSURANCE REQUIREMENTS

During the term of this Agreement, the Consultant shall carry professional liability insurance in the amount of $1,000,000. This insurance shall be written on a "claims-made" basis. The Consultant shall provide or cause to be provided a Certificate of Insurance to the DOTD showing evidence of such professional liability insurance.

INDEMNITY

The Consultant shall indemnify and save harmless the Entity, the DOTD, and the FHWA against any and all claims, demands suits, and judgments of sums of money (including attorney's compensation and cost for defense) to any party for loss of life or injury or damage to persons or properties arising out of, resulting from, or by reason of, any negligent act, or omissions by the Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

ERRORS AND OMISSIONS

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of the Consultant under Contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of the Entity, the FHWA, and the DOTD. The Entity's, the FHWA's, and the DOTD's review, approval, acceptance of, or payment for the services required under this Contract shall <u>not</u> be construed to

operate as a waiver of any of the Entity, FHWA, and the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Consultant. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction and payments withheld until the delivery of an acceptable product. The Consultant shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD and the Entity in its designs, plans, drawings, specifications or other services. If the project schedule requires that the DOTD's and/or the Entity's staff make corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for the costs incurred by the DOTD and/or the Entity to make the corrections. The costs to be recovered shall include, but not be limited to, the costs associated with moving the letting date, issuing addenda to the plans/proposal, payroll costs for making corrections plus applicable indirect costs not to exceed the allowable indirect cost for the Consultant's firm, costs to correct design errors during construction, and the processing of any necessary Change Orders.

CLAIM FOR LIENS

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

COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State, and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract. Specific reference is made to Act No. 568 of 1980 of the State of Louisiana, an act to regulate the practice of engineering and land surveying.

COMPLIANCE WITH CIVIL RIGHTS ACT

The Consultant agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The Consultant agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

ANTI-SOLICITATION AND ANTI-LOBBYING COVENANT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. The Consultant further warrants that it has executed a certification and disclosure form as required under 49 CFR 20, and that all information on the form is true and correct. For breach or violation of these warranties the DOTD and/or the Entity shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee paid in violation of the warranties made in the Article.

No legislator or person who has been certified by the Secretary of the State as elected to the legislature or member of any board or commission, members of their families or legal entities in which the legislator, person or board or commission member has an interest, may derive any benefit from this Contract or share in any part of the Contract in violation of the Louisiana Code of Governmental Ethics (LSA-R.S. 42:1101, et seq.).

CODE OF GOVERNMENTAL ETHICS

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

DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal has been assigned, the Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the prime consultant shall provide to DOTD a copy of the contract between the prime consultant and the DBE sub-consultant. The prime consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the prime consultant, DOTD will release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the prime consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this Contract. After proper notification by the DOTD and/or the Entity, immediate remedial action shall be taken by the Consultant as deemed appropriate by DOTD and/or the Entity or the Contract shall be terminated. The option shall rest with the DOTD.

The above requirements shall be physically included in all subcontracts entered into by the Consultant.

SUBLETTING, ASSIGNMENT OR TRANSFER

This Contract, or any portion thereof, shall not be transferred, assigned or sublet without the prior written consent of the Entity and the DOTD. In the event the Consultant does elect to sublet any of the services required under this Contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified DBE on solicitation lists.
2. Assuring that DBE are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
4. Where the requirement permits, establishing delivery schedules which shall encourage participation by DBE.
5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

COST RECORDS

The Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this Project. Costs shall be in accordance with 48 CFR 31 of the (FARS), as modified by the DOTD's audit guidelines, and which are incorporated herein by reference as if copied in extenso. The FARS is available for inspection through www.transportation.org. Records shall be retained until such time as an audit is made by the DOTD or the Consultant is released in writing by the DOTD's Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by the Entity, DOTD and/or Legislative Auditor and the FHWA or General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Contract and copies thereof shall be furnished if requested.

ENDORSEMENT OF PLANS

The Consultant shall endorse all plans prepared by it in the manner required by the Entity and the DOTD.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

TAX RESPONSIBILITY

The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Contract shall be Consultant's obligation.

JOINT EFFORT

This Contract shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Contract.

SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not

be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Witness for First Party

Witness for First Party

GIS Engineering, LLC

BY: _____

Dustin M. Malbrough
Typed or Printed Name

TITLE: Vice President

81-0966624
Federal Identification Number

STATE OF LOUISIANA
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Gordon E. Dove
President

Witness for Second Party

Witness for Second Party

07-507-7511
DUNS Number

FHWA Authorization Date: November 8, 2017

OFFERED BY: MS. A. WILLIAMS
SECONDED BY: MR. D. W. GUIDRY, SR.

RESOLUTION NO. 17-400

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

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

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

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

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

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

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

THERE WAS RECORDED:
YEAS: A. Williams, G. Michel, S. Dryden, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, and J. Navy.
NAYS: None.
ABSTAINING: None.
ABSENT: C. Duplantis-Prather.
The Chairwoman declared the resolution adopted on this the 11th day of December 2017.

* * * * * * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on December 11, 2017 and subsequently ratified by the Assembled Council in Regular Session on December 13, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14TH DAY OF NOVEMBER 2017.

Venita H. Chauvin
VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-310-8912-21
LA 24 SIDEWALK REHAB
STATE PROJECT H.012339
FEDERAL AID # H012339
R: 659-000-6315-21

TOTAL FUNDING	**$**	**91,748**
EXPENDITURES THRU 12/31/16		**-**
PROJECT BALANCE	**$**	**91,748**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Feb-18	PENDING BA	DOTD			73,398				
Feb-18	PENDING BA	FROM 151-302-8342-01			18,350				
	LESS PRIOR YEARS EXPENDITURES								
		FUNDS AVAILABLE	$ -	$ -	$ 91,748	$ -	$ -	$ -	$ -

ENGINEER/ARCHITECT: GIS ENGINEERING

DESCRIPTION: CONSTRUCT ADA SIDEWALK ALONG LA 24 FROM BARATARIA AVE TO NEW ORLEANS BLVD.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-302-8342-01
GENERAL FUND
ENGINEERING
ENGINEERING FEES

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	111,000	16,269.22	0	94,731
2018	145,841	.00	0	145,841
CLOSED:				
2011	250,000	48,769.51	N/A	201,230
2012	250,000	64,224.77	N/A	185,775
2013	200,000	19,128.90	N/A	180,871
2014	225,000	19,053.59	N/A	205,946
2015	225,000	24,655.23	N/A	200,345
2016	169,500	43,889.30	N/A	125,611

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section IX

STATE OF LOUISIANA
URBAN SYSTEM
CONTRACT FOR ENGINEERING AND RELATED SERVICES
CONTRACT NO. 4400010400
STATE PROJECT NO. H.012338.5
FEDERAL AID PROJECT NO. H012338
CIVIC CENTER SIDEWALKS
TERREBONNE PARISH

THIS CONTRACT is made and entered into this _____ day of _____, 20___, by and between the Terrebonne Parish Consolidated Government, a political subdivision of the State of Louisiana, hereinafter referred to as the Entity, and Aucoin & Associates, Inc., Eunice, Louisiana, hereinafter referred to as "Consultant".

The Entity with assistance from the Department of Transportation and Development (DOTD) and the Federal Highway Administration (FHWA) proposes to design ADA compliant sidewalks on both sides of Civic Center Blvd. from LA 311 (Little Black Bayou Dr.) to LA 182 (Barrow St.), in Terrebonne Parish, Louisiana.

The Entity, under authorization granted by Title 48 of Louisiana Revised Statutes, has elected to engage the Consultant for the purpose of expediting the engineering and related services; and the Consultant agrees to perform the services described in the (Scope of Project) under the terms and conditions, and for the compensation as stated in this Contract.

ENTIRE AGREEMENT

This Contract, together with Advertisement of March 10, 2017, Addendum No. 1 and the DOTD's Form 24-102 (24-102) submitted in response to the Advertisement, and any attachments and exhibits, to the foregoing are specifically incorporated herein by reference and constitute the entire agreement between the parties with respect to the subject matter. However, in the event of a conflict between the terms of this Contract and the referenced documents, this Contract governs.

CONTRACT IDENTIFICATION

Contract No. 4400010400, State Project No. H.012338.5, Federal Aid Project No. H012338 have been assigned to this Contract to identify engineering costs. All invoices, progress reports, correspondence, etc., required in connection with this Contract shall be identified with the DOTD's Project Title, Project Contract No., and Purchase Order Number, as well as those of the Entity. The Professional Engineer or Professional Land Surveyor registrant of the State of Louisiana, who is responsible for the project, shall sign (using his registered name), date, and seal all project documentation. Refer to Louisiana Revised Statute (LRS) 37:681 through 37:703 and Title 46: Part LXI relating to Professional Engineering and Professional Surveying requirements.

CONSTRUCTION IDENTIFICATION

State Project No. H.012338.6, Federal Aid Project No. H012338, have been assigned to identify the construction project and the plans shall be identified accordingly.

659-310-8912-17 46083
✓-000-6315-17-136866
151-302-8242-01 L9217

SCOPE OF PROJECT

The various Tasks to be performed by the Consultant for this Project are described more specifically as follows:

The services to be rendered for this project shall consist of the following Stage and Parts:

Stage 3: Design
- Part I: Surveying Services
  - (a) Topographic Survey
- Part III: Preliminary Plans
- Part IV: Final Plans

The Consultant shall perform Stage 3, Parts I (a), III & IV, in accordance with the terms of this Contract under the direct supervision of the Entity when the work is authorized.

The Stage and Parts to be performed by the Consultant under this Contract are described more specifically as follows:

STAGE 3: DESIGN

Part I: Surveying Services

Part I (a) Topographic Survey- A complete Topographic Survey is required along the proposed corridor of the proposed sidewalk. The survey in the corridor shall include, but is not limited to all utilities, drainage structures, edge of existing roadway/pavement, overhead structures, trees, billboards/signs, driveways, ground and .dtm elevations, turning lanes, or any other visible feature that would impact the project located within the proposed sidewalk corridor.

The project along the corridor shall be completed as per the Location and Survey Manual and Location and Survey Automation Procedures. The survey shall be certified by the Surveyor of Record and the Designer shall also certify the survey is complete and acceptable to continue with the design.

Part III: Preliminary Plans

Preliminary Plans- Preliminary plans shall consist of all engineering services required for the completion of preliminary plans and initial cost estimates for the project. Schedule for completion shall conform to the contract time specified herein. The schedule for all deliverables shall be set by the Entity's Responsible Charge. All submittals are subject to review by the Entity and DOTD.

The services to be performed under this part consist of the following:

1) Assembly and study of existing data, As-Built plans, improvement studies, boring information, traffic data, and field reconnaissance.

2) Design and preparation of preliminary plans in accordance with the requirements outlined in the latest AASHTO Standard Specifications for Highways and Bridges and in accordance with the DOTD Project Manager.
3) Preparation of specifications for the project in accordance with the latest edition of the Louisiana Standard Specifications for Roads and Bridges, and with the current practices of the DOTD.
4) Preparation of Road Design 100% Preliminary Plans QA/QC Checklist, and other pertinent documents.
5) Preparation of initial cost estimates based on the preliminary plans.
6) Preparation of all special specifications, specialty item descriptions, and details for the project.
7) The design standards for the improvements shall comply with the criteria prescribed in 23 CFR 625, Design Standards for Highways. The format of the plans shall conform to the standards used by the DOTD in the preparation of its contract plans for items of work of similar character.
8) Design of preliminary plans shall be done in English units of measurement.

Part IV: FINAL PLANS

Final Plans- Final plans shall consist of all services required for the completion of final plans, specifications and cost estimates for the projects. The final plan phase shall be initiated upon issuance of a separate Notice to Proceed from the Entity. The schedule for all deliverables shall be set by the Entity's Responsible Charge. All submittals are subject to review by the Entity and DOTD.

The services to be performed under this part consist of the following:

1) Design and preparation of completed detailed final plans in accordance with requirements as listed in Part III. The final plans are to include detailed final drawings for specialty items, layouts, utility locations, if applicable, or any other special details.
2) Preparation and submittal of construction cost estimates based on the final plans.
3) Written justification of estimated costs following the construction bid if estimate is not in conformance with actual bid costs.
4) Submittal of the completed Constructability/Biddability Review document and Road Design Final Plans QA/QC Checklist.
5) Submittal of stamped, signed final plans. The plans are to be accompanied by a CD containing PDF's of the plan sheets and CAD files in .dgn format. The CD shall be properly indexed, neatly arranged and contain a copy of all design computations used in developing the pay quantities and the drainage design data for culverts and storm sewers, as applicable. The submittal shall be accompanied by a written certification from the consultant that a detailed check of such computations by qualified personnel has been made prior to submission. At any stage of the plan development process, plan delivery by other methods may be required including, but not limited to, upload to the DOTD ProjectWise repository. More information may be found on the website http://www.dotd.louisiana.gov/highways/project_devel/design/electronic_standards_disclaimer.asp

6) Plan sheets shall be letter size, 8 ½" x 11". Top, bottom, and right hand margins shall be at least ¼ inch, and left-hand margin shall be at least ¾ inch. The compensation value is predicated upon the development of preliminary and final plans for a letter size (8.5" x 11") plan set.
7) All plans submitted by the Consultant shall conform to the quality standards adopted by the DOTD and the DOTD's Chief Engineer may reject any plans not conforming to these standards.

The Consultant shall provide letter size preliminary and final roadway plans in English units of measurement and corresponding required documents for the project, including, but not limited to the following:

- Title Sheet and Layout Map
- General Notes Sheets
- Typical Section and Detail Sheets
- Summary of Estimated Quantities Sheets
- Tabulated Quantities Sheets
- Cost Estimate
- Plan Constructability/Biddability Review
- Road Design 100% Preliminary Plans QA/QC Checklist
- Road Design Final Plans QA/QC Checklist
- Preparation of any Non Standard Pay Items and Specifications
- Design Report
- Stormwater Prevention Pollution Plan

ELECTRONIC DELIVERABLES

The Consultant hereby agrees to produce electronic deliverables in conformance with the DOTD's Software and Deliverable Standards for Electronic Plans document in effect as of the effective date of the most recent contract action or modification. The Consultant is also responsible for ensuring that Sub-Consultants submit their electronic deliverables in conformance with the same standards. The DOTD's Software and Deliverable Standards for Electronic Plans document and DOTD's CAD Standards Downloads are available via links on the DOTD's web site.

The Consultant shall apply patches to CAD Standard Resources and install incremental updates of software as needed or required. The Consultant hereby agrees to install major updates to software versions and CAD Standard Resources in a timely manner. Major updates of CAD standards and software versions shall be applied per directive or approval of the DOTD's Design Automation Manager. Such updates shall not have a significant impact on the plan development time or project delivery date, nor shall they require the Consultant to purchase additional software. Prior to proceeding with plan development, the Consultant shall contact the Project Manager for any special instructions regarding project-specific requirements.

In the event that any electronic standard conflicts with written documentation, including DOTD's plan-development manuals, the electronic standard typically governs. The Consultant is responsible for contacting the Project Manager should questions arise.

The Consultant shall upload (or check in) electronic deliverables directly into the DOTD's ProjectWise repository at each plan delivery milestone. Consultants are responsible for performing certain operations at each milestone including, but not limited to, the following:

- Upload (or check in) CAD plan deliverables to the discipline "Plans" folder
- Apply and maintain indexing attributes to CAD plans (and other deliverables as needed)
- Publish PDF format plan submittals in ProjectWise using automated publishing tools
- Digitally sign PDF format plan submittals in ProjectWise according to DOTD's standards and procedures (Final Plans, Revisions and Change Orders). Signatures shall be applied in signature blocks provided with electronic seals and Title Sheets.

Additionally, after reviewing deliverables for each submittal milestone, the Project Manager shall notify the Consultant regarding the availability of two automatically-generated informational reports in ProjectWise. These reports document the completion status and other information regarding indexing attributes and CAD standards. Consultants shall take these reports into account and make any necessary adjustments to plans before the next submittal milestone; or sooner, if directed by the Project Manager.

QUALITY CONTROL/QUALITY ASSURANCE

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program or adopt DOTD's program in order to provide a mechanism by which all construction plans can be subject to a systematic and consistent review. The Consultant must ensure quality and adhere to established design policies, procedures, standards and guidelines in the preparation and review of all design products. The DOTD shall provide limited input and technical assistance to the Consultant. The Consultant's plans shall meet or exceed DOTD's Construction Plans Quality Control / Quality Assurance Manual and EDSM No. I. 1.1.24 on Plan Quality. The Consultant shall transmit plans with a DOTD's Quality Control/Quality Assurance Checklist, and a certification that the plans meet the DOTD's quality standards.

ITEMS TO BE PROVIDED BY DOTD

1. Environmental Clearance
2. Existing DOTD Special Details and DOTD Standard Plans (through ProjectWise)

ADDITIONAL SERVICES

The scope of services, compensation and contract time for future engineering services may be established by Supplemental Agreement(s). All additional sub-consultants required to perform these services are subject to approval per RD 48:290.D prior to execution of the Supplemental Agreement(s).

CONTRACT TIME AND NOTICE TO PROCEED

The overall contract time to complete this project is estimated to be **180 calendar days**. The Consultant shall proceed with the services upon issuance of the Notice to Proceed from the Entity.

The delivery schedule is as follows, however may be changed by the DOTD Project Manager:

Stage 3: Part I (a)- Topographic Survey, shall be completed within **14 calendar days**, including DOTD review, from the Notice to Proceed.

Stage 3: Part III – Preliminary Plans, shall be completed within **60 calendar days**, including DOTD review, from the Notice to Proceed.

Stage 3: Part IV, Final Plans, including Traffic Signal Modification Plans is estimated to be completed within **60 calendar days**, including DOTD review, from the Notice to Proceed from the Entity.

GENERAL REQUIREMENTS

It is the intent of this Contract that with the exception of the items specifically listed to be furnished by the DOTD and/or the Entity, the Consultant shall, for the agreed compensation, obtain all data and furnish all services and materials required to fully develop and complete the required Scope of Contract Services of the Project. All items required to accomplish these results, whether or not specifically mentioned in this Contract are to be furnished at a cost not to exceed the maximum amount established by this Contract. If an error or omission is detected by the Consultant in data provide to the consultant by DOTD and/or the Entity, the Consultant shall notify DOTD and/or the Entity and may request a suspension of contract time. In the event that contract time is not suspended, the Consultant shall perform work only on those portions of the work unaffected by the error or omission.

Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Entity's Project Manager a proposed progress schedule or bar chart, which shall show in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this schedule or bar chart shall be arranged so the actual progress can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required. One (1) original and two (2) copies of this schedule shall be submitted.

COMPENSATION

The Entity shall pay and the Consultant agrees to accept, as full compensation for the services to be performed under this Contract, a non- negotiated lump sum compensation of **$46,083,** which is subdivided as follows:

Stage 3: Part I (a) – Topographic Survey	$21,156
Stage 3: Parts III and IV – Preliminary and Final Plans	$24,927

DIRECT EXPENSES

All direct expense items which are not paid for in the firm's overhead which are needed and shall be consumed during the life of the contract must be identified by the Consultant during contract development. Standard equipment to be used in the provision of services rendered for this contract shall not be considered for payment under direct expenses. Failure to provide the above information shall deem items as non-qualifying for direct expenses.

The Consultant shall provide a minimum of three rate quotes for any specialty vehicle or equipment. Any and all items for which said quotes are not submitted shall be deemed as non-qualifying for payment as direct expenses.

PAYMENT FOR LUMP SUM

Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Stages with estimated percentages for each Stage, and c) be of a form and with a division of items as approved by the DOTD and or the Entity. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31.

The invoice, reflecting the amount and value of work accomplished to the date of such submission, shall be submitted each month directly to the Entity's Project Manager. The invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current invoice. **All invoices submitted for payment shall include the assigned Purchase Order Number.**

A principal member of the Prime Consulting Firm to whom the contract is issued must sign, date, and certify the invoice for correctness. The original and three copies of each invoice shall be submitted to the Entity's Project Manager.

Upon receipt of each invoice, the Entity shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, the Entity shall pay the amount shown to be due and payable within 30 calendar days, in accordance with Louisiana R.S. 48: 251.5.

RETAINAGE

Retainage in the amount of five (5%) percent of invoiced amounts other than amounts to be reimbursed for direct expenses may be held, at the sole discretion of DOTD, if any of the following conditions are met:

1) Failure of the Consultant to submit invoices timely in accordance with this Contract; or

2) The Consultant has received a rating of "Marginal Performance" or lower in any rating category.

AUDIT

Annually, the Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited overhead rates for itself and any sub-consultants. These audited overhead rates shall be developed in accordance with generally accepted accounting principles, using the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the selected Consultant shall allow the DOTD Audit Section to perform an overhead audit of its books, at the DOTD's sole discretion, and shall require the same of any sub-consultants. The performance or non-performance of such an audit by the DOTD Audit Section shall not relieve the Consultant of its responsibilities under this paragraph.

Consultants are also required to submit labor rate information twice a year, or more frequently upon request from DOTD, to the DOTD's Audit Section. Newly selected firms must have audited salaries and overhead rates on file with the DOTD's Audit Section before starting any additional stage/phase of their contracts.

If the Consultant is entitled to be reimbursed for direct and/or indirect costs of the Consultant and/or any sub-consultants pursuant to this Contract, the Consultant/sub-consultant must maintain an approved Project Cost System and segregate direct from indirect cost in its General Ledger. Pre-award and post audits, as well as interim audits, may be required.

ADDITIONAL WORK

Minor revisions in the described work shall be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If the Entity and the DOTD require more substantial revisions or additional work which the Consultant believes warrants additional compensation, the Consultant shall notify the Entity and the DOTD in writing within thirty (30) days of being instructed to perform such work.

The Consultant shall not commence any work for which the Consultant intends to seek additional compensation unless and until written authority to proceed has been given by the Entity and DOTD.

If the DOTD and the Entity agree that the required work is necessary and warrants additional compensation, the Contract shall be changed by a **Supplemental Agreement**.

The Consultant shall not commence any additional work until the situation described above has been mutually agreed to by the DOTD and the Entity, executed, and written authority to proceed has been given by the Entity.

The Entity shall not authorize any additional services or execute Supplemental Agreements to this Contract, without obtaining the written approval of the DOTD's Consultant Contract Services Administrator. For services eligible for reimbursement, no Notice-to-Proceed shall be issued and no compensable costs may be incurred prior to formal notification from the DOTD that FHWA Authorization has been received. **Any costs incurred prior to such DOTD approval and FHWA authorization shall not be compensable.**

If the DOTD and the Entity disagree that additional compensation is due for the required work, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

CONTRACT MANAGEMENT DOCUMENTS

As an aid in managing this Contract, the Entity may issue Time Extension Letters, and Time Suspension Letters (collectively, "Contract Management Documents"). Any Contract Management Documents must be issued in writing and must comply with the provisions of this Contract.

Wherein DOTD agrees that required work is necessary and warrants additional compensation, the parties shall execute a Supplemental Agreement.

A Time Extension Letter may be issued by the Entity in cases when circumstances outside the control of either the Consultant or DOTD result in delays to the project. The Time Extension Letter must state the exact duration of the time extension to be granted, and the reasons therefor.

A Time Suspension Letter may be issued by the Entity in cases when circumstances outside the control of either the Consultant or DOTD make it impossible to proceed with the work required under this Contract, and DOTD wishes to suspend performance of this Contract. The Time Suspension Letter must give the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, within thirty (30) days from the date of the Time Suspension Letter, stop all work on the Project. Work shall resume no later than thirty (30) days after the DOTD provides the Consultant with a written notice of intent to resume work.

OWNERSHIP OF DOCUMENTS

All data collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become, and be the property of the Entity. The Entity shall not be restricted in any way whatever in its use of such material.

No public news releases, technical papers or presentations concerning this Project may be made without the prior written approval of the Entity.

DELAYS AND EXTENSIONS

Upon written request to the Entity, the Consultant may be given an extension of time for delays occasioned by events or circumstances beyond the Consultant's control or, delays caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD and/or the Entity.

It may be cause for review of contract compensation if the accumulated approved extensions of contract time caused by tardy approvals of work in progress by various official agencies involved in the project other than DOTD and/or Entity or its agents equals or exceeds twelve (12) months. If, in the opinion of the DOTD's Chief Engineer and/or Entity, circumstances indicate a need for additional compensation, the compensation stipulated herein for work accomplished, for the delayed individual Stage/Part, shall be addressed by Supplemental Agreement. If the Consultant believes contract delays warrant an adjustment in contract compensation, then the Consultant shall notify the DOTD and/or the Entity in writing of its request within thirty (30) days of being instructed to perform the work. **No compensation adjustment shall be made for work performed prior to such written request.**

If, in the opinion of the DOTD's Chief Engineer and/or Entity, circumstances do not indicate a need for additional compensation, it shall be the Consultant's responsibility to perform the work and adhere to the procedures as set forth in the Claims and Disputes provisions of this Contract.

PROSECUTION OF WORK

The Consultant shall provide sufficient resources to insure completion of the Project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, the Consultant shall take immediate steps to restore satisfactory progress.

The progress of the work shall be determined monthly, with the submission of an invoice and progress schedule to the Entity's Project Manager. For any work, the Project shall be considered **on schedule** if the percentage of the total work completed is equal to or greater than the percentage of contract time elapsed.

The overall project schedule includes the combined time allotted for all Stages and Parts of a Contract, subject to any overlaps of concurrent activities. For the purposes of evaluating work progress, the elapsed time for any Stage or Part begins in accordance with the original project schedule, even though work on a Stage or Part may not commence on schedule. Should any Stage or Part of the work fail to commence in accordance with the original schedule because of delinquencies in a previous Stage or Part, the elapsed time in the above ratio shall be measured from the time the Stage would have begun had the previous Stage or Part been completed on schedule. Should any delays in progress be necessitated by circumstances outside of the

Consultant's control, it shall be the responsibility of the Consultant to request an appropriate adjustment in contract time. If the ratio of percentage of work completed to percentage of time elapsed falls below 0.75, the Consultant shall be subject to Disqualification.

DISQUALIFICATION

The Consultant shall be subject to Disqualification in the event that the Consultant fails to comply with the terms of this Contract with respect to:

1) Prosecution of work;

2) Audits, including but not limited to providing access to documentation deemed necessary by DOTD to conduct audits of direct expenses and/or overhead rates, if applicable;

3) Repayment of any overpayments after receipt of an invoice from DOTD.

During the period of disqualification, the Consultant shall not be considered for contracts nor shall he be considered or approved as a sub-consultant on contracts or proposals. The Consultant shall be allowed to proceed with any work under any preexisting contract or written sub-consultant agreement. The period of disqualification shall continue until the Consultant comes into compliance with the relevant terms of this Contract.

The disqualified Consultant may submit a written appeal to the DOTD Chief Engineer for review by the Disqualification Review Board (DRB). The Disqualification Review Board shall be composed of the DOTD Chief Engineer or his designee, the Consultant Contract Services Administrator, and the Project Development Director. The written appeal shall be submitted within 7 days, excluding weekends and holidays, after issuance of written notice of disqualification and may either request a meeting with the DRB or that the DRB consider a written appeal only. A meeting of the DRB shall be scheduled within 10 days, excluding weekends and holidays, after receipt of the appeal. After all the information has been considered, the Chief Engineer shall notify the Consultant of the decision of the DRB in writing within 10 days, excluding weekends and holidays. The decision of the DRB shall not operate as a waiver by the DOTD of any of its rights under this Contract or for any damages, including, but not limited to, untimely completion.

PROGRESS INSPECTIONS

During the progress of the work, representatives of the Entity, the DOTD and other interested parties when so named herein shall have the right to examine the work and may confer with the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work to the Entity and the DOTD for inspection. The Consultant shall confer with the Entity, the DOTD and such other parties, and from time to time may submit sketches illustrating significant features of the work for interim approval.

TERMINATION OR SUSPENSION

This Contract shall become effective from the date of execution (the date all parties have signed) and shall be binding upon the parties until all work is completed by the Consultant in accordance with the terms of this Contract and accepted by the Entity, the DOTD, and the FHWA and all payments and conditions have been met. Further, this Contract shall remain in effect until the Entity and the DOTD has issued final acceptance of the services provided for herein. However, this Contract may be terminated earlier under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity as a consequence of failure of the Consultant to comply with the terms, progress or quality of work in a satisfactorily manner, proper allowance being made for circumstances beyond the control of the Consultant.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the Entity due to the departure for whatever reason of any principal member or members of the Consultant's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By Entity giving thirty calendar days notice to the Consultant in writing and paying compensation due for completed work.

Upon termination of this Contract, the Consultant shall deliver to the Entity all plans and records of the work compiled to the date of termination. The Entity shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

If for any reason, the Entity wishes to suspend this Contract, it may do so by giving the Consultant thirty (30) days written notice of intent to suspend. The Consultant shall, at expiration of the thirty (30) days from the date of the notice of intent to suspend, stop all work on the Project. Work shall resume no later than thirty (30) days after the Entity provides the Consultant with a written notice of intent to resume work.

The Consultant shall not have the authority to suspend work on this Contract.

CLAIMS AND DISPUTES

Consultant's failure to provide the required written notification pursuant to the provisions of the Contract Changes and/or the Delays and Extensions sections of this Contract shall be deemed a waiver of any and all claims for additional compensation.

When the Consultant has timely filed notice pursuant to the provisions of the Contract Changes and/or the Delays and Extensions sections of this Contract, the Consultant shall submit the entire claim and supporting documentation to the DOTD's Consultant Contract Services Administrator and the Entity's Project Manager within thirty (30) days of the notice. The Consultant Contract Services Administrator shall submit the claim to the DOTD's Consultant Contracts Claims Committee (hereinafter, "the Committee") for review.

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The Consultant shall be notified in writing of the Committee's recommendation, and, if accepted by the Consultant and approved by the Chief Engineer, the Entity's Project Manager and FHWA, if applicable, the parties hereto shall execute a Supplemental Agreement based upon said recommendation. If the Committee's recommendation is not accepted by the Consultant, the Consultant may file a written appeal to the Chief Engineer and the Entity's Project Manager. Review and determination of the matter by the Chief Engineer shall constitute the final determination by the Department. If the Chief Engineer's decision is not acceptable to the Consultant, then Consultant may pursue any remedies available to it at law.

INSURANCE REQUIREMENTS

During the term of this Agreement, the Consultant shall carry professional liability insurance in the amount of $1,000,000. This insurance shall be written on a "claims-made" basis. The Consultant shall provide or cause to be provided a Certificate of Insurance to the DOTD showing evidence of such professional liability insurance.

INDEMNITY

The Consultant shall indemnify and save harmless the Entity, the DOTD, and the FHWA against any and all claims, demands suits, and judgments of sums of money (including attorney's compensation and cost for defense) to any party for loss of life or injury or damage to persons or properties arising out of, resulting from, or by reason of, any negligent act, or omissions by the Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

ERRORS AND OMISSIONS

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of the Consultant under Contract shall meet the standard requirements as to general format and content, and shall be performed to the satisfaction and approval of the Entity, the FHWA, and the DOTD. The Entity's, the FHWA's, and the DOTD's review, approval, acceptance of, or payment for the services required under this Contract shall <u>not</u> be construed to operate as a waiver of any of the Entity, FHWA, and the DOTD's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Consultant. If errors or substandard work is revealed during normal work reviews, the work should be returned for correction and payments withheld until the delivery of an acceptable product. The Consultant shall, without additional compensation, correct or revise any deficiencies discovered subsequent to final acceptance by the DOTD and the Entity in its designs, plans, drawings, specifications or other services. If the project schedule requires that the DOTD's and/or the Entity's staff make corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for the costs incurred by the DOTD and/or the Entity to make the corrections. The costs to be recovered shall include, but not be limited to, the costs associated with moving the letting date, issuing addenda to the plans/proposal, payroll costs for making corrections plus

applicable overhead costs not to exceed the allowable overhead for the Consultant's firm, costs to correct design errors during construction, and the processing of any necessary Change Orders.

CLAIM FOR LIENS

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

COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State, and Local laws and ordinances, as shall all others employed by it in carrying out the provisions of this Contract. Specific reference is made to Act No. 568 of 1980 of the State of Louisiana, an act to regulate the practice of engineering and land surveying.

COMPLIANCE WITH CIVIL RIGHTS ACT

The Consultant agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The Consultant agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

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

ANTI-SOLICITATION AND ANTI-LOBBYING COVENANT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. The Consultant further warrants that it has executed a certification and disclosure form as required under 49 CFR 20, and that all information on the form is true and correct. For breach or violation of these warranties the DOTD and/or the Entity shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee paid in violation of the warranties made in the Article.

No legislator or person who has been certified by the Secretary of the State as elected to the legislature or member of any board or commission, members of their families or legal entities in which the legislator, person or board or commission member has an interest, may derive any benefit from this Contract or share in any part of the Contract in violation of the Louisiana Code of Governmental Ethics (LSA-R.S. 42:1101, et seq.).

CODE OF GOVERNMENTAL ETHICS

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

DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal has been assigned, the Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the prime consultant shall provide to DOTD a copy of the contract between the prime consultant and the DBE sub-consultant. The prime consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the prime consultant, DOTD shall release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the prime consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this Contract. After proper notification by the DOTD and/or the Entity, immediate remedial action shall be taken by the Consultant as deemed appropriate by DOTD and/or the Entity or the Contract shall be terminated. The option shall rest with the DOTD.

The above requirements shall be physically included in all subcontracts entered into by the Consultant.

SUBLETTING, ASSIGNMENT OR TRANSFER

This Contract, or any portion thereof, shall not be transferred, assigned or sublet without the prior written consent of the Entity and the DOTD. In the event the Consultant does elect to sublet any of the services required under this Contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

1. Including qualified DBE on solicitation lists.
2. Assuring that DBE are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
4. Where the requirement permits, establishing delivery schedules which shall encourage participation by DBE.
5. Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

COST RECORDS

The Consultant and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this Project. Costs shall be in accordance with 48 CFR 31 of the (FARS), as modified by the DOTD's audit guidelines, and which are incorporated herein by reference as if copied in extenso. The FARS is available for inspection through www.transportation.org. Records shall be retained until such time as an audit is made by the DOTD or the Consultant is released in writing by the DOTD's Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by the Entity, DOTD and/or Legislative Auditor and the FHWA or General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Contract and copies thereof shall be furnished if requested.

ENDORSEMENT OF PLANS

The Consultant shall endorse all plans prepared by it in the manner required by the Entity and the DOTD.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

TAX RESPONSIBILITY

The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Contract shall be Consultant's obligation.

JOINT EFFORT

This Contract shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Contract.

SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Witness for First Party

Witness for First Party

Aucoin & Associates, Inc.

BY: _____

Karl J. Aucoin
Typed or Printed Name

TITLE: President

72-0784381
Federal Identification Number

STATE OF LOUISIANA
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

Witness for Second Party

Witness for Second Party

BY: _____
Gordon E. Dove
Parish President

07-507-7511
DUNS Number

FHWA Authorization Date: 11/13/2017

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

RESOLUTION NO. 17-399

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

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

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

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

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

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

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

THERE WAS RECORDED:
YEAS: A. Williams, G. Michel, S. Dryden, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, and J. Navy.
NAYS: None.
ABSTAINING: None.
ABSENT: C. Duplantis-Prather.
The Chairwoman declared the resolution adopted on this the 11th day of December 2017.

* * * * * * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on December 11, 2017 and subsequently ratified by the Assembled Council in Regular Session on December 13, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14TH DAY OF NOVEMBER 2017.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

659-310-8917-17
659-000-6315-17

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ORIGINAL ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.012338
FEDERAL AID PROJECT NO. H012338
CIVIC CENTER SIDEWALKS
CIVIC CENTER BLVD.
Terrebonne Parish

THIS AGREEMENT, is made and executed in three original copies on this 6 day of April, 2017, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and the **South Central Planning and Development Commission**, acting in its capacity as the Metropolitan Planning Organization, hereinafter referred to as "MPO."

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, the Project is part of a Transportation Improvements Program (TIP), if applicable, serving to implement the area wide transportation plan held currently valid by appropriate local officials; and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual

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

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct ADA compliant sidewalks on both sides of Civic Center Blvd. from LA 311 (Little Bayou Black Drive) to LA 182 (Barrow Street), in Houma, Terrebonne Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.012338 and Federal Project No. H012338.** All correspondence and other documents pertaining to this project shall be identified with these project numbers.

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Responsibility Table[1] **Roadway Control Section 000-55**			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way	Yes	No	
Services	Yes	No	
Acquisition and Relocation	Yes	No	
Permits	Yes	No	
Utility (Clearance/Permits)[5]	Yes	No	
Construction	Yes	No[3]	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	

Funding Table[2] **Roadway Control Section 000-55**			
Method of Payment	Disbursement		
	Percentage Funded By Entity[3]	Percentage Funded By DOTD[4]	Percentage Funded By FHWA[4]
Environmental	0%	100%	0%
Pre-Construction Engineering	20%	0%	80%
Rights-of-Way	100%	0%	0%
Services	100%	0%	0%
Acquisition and Relocation	100%	0%	0%
Compensable Utility Relocation[5]	100%	0%	0%
Construction Engineering and Inspection	20%	0%	80%
Construction	20%	0%	80%

[1]*This table defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.*
[2]*Percentages are to be applied to the actual cost of the Project. Where funding is limited to fixed amounts, a Funding Commitment Letter will identify the amount of available funds.*
[3]*If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.*
[4]*When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.*
[5]*Includes railroads*

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

If DOTD manages the contract for an off-system (locally owned) route for the entity, the entity will in advance of DOTD entering into a contract for each Stage/Phase, be required to pay for the DOTD services (the current DOTD Indirect Cost (IDC) percentage applied to the cost of the Stage/Phase) to be performed in connection with the deliverables for that contract, in addition to the required matching funds. For construction contracts the entity will be required to pay an additional 1.2 times this amount for the construction contract to be held in reserve for change orders and claims {(matching funds + DOTD services) X

1.2}. The entity will be required to send the funds for the designated Stage/Phase (preconstruction, construction, construction inspection) prior to the initiation of the Stage/Phase. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate and/or the amount held in reserve, as applicable, DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Beginning with the second invoice, the Entity shall also include with each invoice a copy of cancelled check from the previous invoice evidencing payment of that previous invoice.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled

cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project, DOTD shall advertise and select a consulting firm for the performance of the services

necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act

(NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)
The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing,

financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS." The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity, in full ownership, to DOTD upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to

utilities or railroads on Entity owned routes.
The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS/CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available.

DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to

complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.

2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for inspecting compliance with accessibility codes and regulations to avoid future complaints and/or litigation.

3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.

4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.

5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. Shop drawing review is the responsibility of the design engineer.

9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under $2 million and 60 day for projects over $2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(a) Including qualified DBE on solicitation lists.

(b) Assuring that DBE are solicited whenever they are potential sources.

(c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.

(e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the

certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.
Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or

Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.

2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.

4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such

correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

   (1) *Project for acquisition of rights-of-way.* In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

   (2) *Preliminary engineering project.* In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practiees, and shall render services under this Contract without regard to race, color, age religion, sex, national origin, veteran status, genetic information, political affiliation or disabilities.

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims,

losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project,

the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.
The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

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

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Gilbert H. Adams

Deborah W. Ortego

STATE OF LOUISIANA
Terrebonne Parish
Consolidated Government

BY: _____

Gordon E. Dove
Typed or Printed Name

Parish President
Title

APPROVED AS TO FORM
_____
CONSULTANT CONTRACT SERVICES

72-6001390
Taxpayer Identification Number

07-507-7511
DUNS Number

WITNESSES:

20.205
CFDA Number

_____
South Central Planning and Development Commission

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

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

RESOLUTION NO. 17-082

Authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **Civic Center Sidewalks.**

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

WHEREAS, the Parish would like to construct a sidewalk from LA 311 to LA 182 along Civic Center Boulevard, and

WHEREAS, the funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the Civic Center Sidewalk project will be funded on a cost disbursement basis with 80% of project costs provided by the Louisiana Department of Transportation and Development and the Terrebonne Parish Consolidated Government providing 20% of the remaining costs, and

NOW, THEREFORE BE IT FURTHER RESOLVED, 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: A. Williams, G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, S. Trosclair, and J. Navy.
NAYS: None.
ABSTAINING: D. J. Guidry.
ABSENT: None.
The Chairwoman declared the resolution adopted on this the 6th day of March 2017.

* * * * * * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on March 6, 2017 and subsequently ratified by the Assembled Council in Regular Session on March 8, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS MARCH 9TH DAY OF MARCH 2017.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-310-8912-12
CIVIC CENTER SIDEWALKS
CONTRACT # 4400010400
STATE PROJECT # H.012338.5
FEDERAL AID PROJECT # H012338
R: 659-000-6315-12

TOTAL FUNDING	$	46,083
-		-
PROJECT BALANCE	$	46,083

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Feb-18	PENDING BA	FROM 151-302-8342-01			9,217				
Feb-18	PENDING BA	DOTD			36,866				
	LESS PRIOR YEARS EXPENDITURES								
		FUNDS AVAILABLE	$ -	$ -	$ 46,083	$ -	$ -	$ -	$ -

DESCRIPTION: DOTD AND (FWHA) PURPOSES TO DESIGN ADA COMPLIANT SIDEWALKS ON BOTH SIDES OF CIVIC CENTER BLVD. FROM LA 311 (LITTLE BAYOU BLACK) TO LA 182 (BARROW ST.) IN TERREBBONE PARISH

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 151-302-8342-01
GENERAL FUND
ENGINEERING
ENGINEERING FEES

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	111,000	16,269.22	0	94,731
2018	145,841	.00	0	145,841
CLOSED:				
2011	250,000	48,769.51	N/A	201,230
2012	250,000	64,224.77	N/A	185,775
2013	200,000	19,128.90	N/A	180,871
2014	225,000	19,053.59	N/A	205,946
2015	225,000	24,655.23	N/A	200,345
2016	169,500	43,889.30	N/A	125,611

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section X

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Washington, D.C. 20240

January 5, 2018

In Reply Refer To:
FWS/WSFR/CIAP/

659-301-8941-03 <3,300,000
659-000-6343-15 3,300,000

Mr. Al Levron
Parish Manager
Terrebonne Parish
P.O. Box 2768
Houma, Louisiana 70361-2768

Dear Mr. Levron:

As you know, the Coastal Impact Assistance Program (CIAP) was brought to a close on September 30, 2017. We would like to thank you for the efforts your agency put forth to implement this successful program. Your work helped to improve and protect America's coastal lands and resources for future generations.

After reviewing our files, we have determined that the following regulatory requirements apply:

a. Grantees must maintain complete records of grant-funded projects for three years following grant closeout, unless any of the previous requirements apply and cause additional requirements [43 CFR 12.82].

Please review the attached spreadsheet which lists the applicable ongoing regulatory requirements for specific awards. Please contact J. Max Carithers, Grants Management Specialist, at 703-358-2550, or me at 703-358-1783, with any questions you may have. While it is hard to believe that the program has ended, we can take pride in the accomplishments our productive partnership achieved to serve the interests of the CIAP conservation goals while meeting State and coastal community needs. Best wishes in your future endeavors to conserve, protect and preserve our coastal areas.

Sincerely,

Penny L. Bartnicki Digitally signed by Penny L. Bartnicki
Date: 2018.01.05 09:24:18 -05'00'

Penny L. Bartnicki
Chief, Coastal Impact Assistance Program Branch
Wildlife and Sport Fish Restoration Program

cc: Mart Black, Terrebonne Parish
Tom Calnan, CIAP

FWS#	BOEMRE #	Recipient	Grant Title	Equipment	Disposed?	Cap. Expend.	Useful Life End Date	Land Acq.	Disposed?	Closeout Date	Final SF425 Date
[redacted]	Awarded after BOEMRE	Terrebonne Parish	West Caminada Headland/Dune Restoration and Marsh Creation	No	NA	No	NA	No	NA	9/23/2015	5/5/2015
	M07AF12821	Terrebonne Parish	Falgout Canal Freshwater Enhancement	No	NA	No	NA	No	NA	2/18/2014	1/21/2014
	Awarded after BOEMRE	Terrebonne Parish	Falgout Canal Freshwater Enhancement	No	NA	No	NA	No	NA	5/26/2017	4/3/2017

Felicia Aubert

From: Mart Black
Sent: Friday, January 05, 2018 11:15 AM
To: Mike C. Toups
Cc: Felicia Aubert; Kandace Mauldin
Subject: FW: CIAP Program Closeout Letter
Attachments: L 01-05-2018 LA TE.pdf; Terrebonne Parish Record Requirements.xlsx

Mike: This is regarding the CIAP program which has been closed out and is FYI. It was sent to Al Levron. Mart

From: Carithers, James [mailto:james_carithers@fws.gov]
Sent: Friday, January 05, 2018 10:11 AM
To: Al Levron <allevron@tpcg.org>
Cc: Mart Black <mblack@tpcg.org>; Calnan, Thomas R <thomas_r_calnan@fws.gov>
Subject: CIAP Program Closeout Letter

Good Afternoon Mr. Levron,
Please see the attached letter regarding the closure of the Coastal Impact Assistance Program. Please feel free to contact us with any questions or concerns.

Thanks,

J. Max Carithers

Grants Specialist
Coastal Impact Assistance Program (CIAP)
Wildlife and Sport Fish Restoration Program
U.S. Fish and Wildlife Service
5275 Leesburg Pike, MS: WSFR
Falls Church, Virginia 22041-3803
(703) 358 - 2550 (phone)
james_carithers@fws.gov

Felicia Aubert

From: Mart Black
Sent: Tuesday, December 12, 2017 11:17 AM
To: Felicia Aubert
Subject: FW: Pending Issues (agreements) between TLCD and TPCG

Felicia: I have requested a copy of the cancellation letter from Reggie. He says he received it (see the yellow highlighted portion of his email below). When that was cancelled, TPCG executed a CEA with the Levee District (see bullet point 3 below) for the $5.4M in CDBG funds which was passed through TPCG from the state to the Levee District. This CEA was authorized at the beginning of this year and executed shortly thereafter. I will forward the cancellation letter as soon as I received it from Reggie. Thanks... Mart

---

From: Debbie Ortego
Sent: Tuesday, December 12, 2017 10:25 AM
To: Mart Black <mblack@tpcg.org>
Subject: FW: Pending Issues (agreements) between TLCD and TPCG

FYI

Debbie Ortego
Assistant to Gordon Dove
Terrebonne Parish Consolidated Government
E-mail: dortego@tpcg.org
Office: 985-873-6401
Fax: 985-873-6409
8026 Main Street, 7th Floor
PO Box 2768
Houma, LA 70361

From: R. Dupre [mailto:rdupre@tlcd.org]
Sent: Saturday, January 07, 2017 9:51 AM
To: Mart Black <mblack@tpcg.org>
Cc: Gordon Dove (gdove5@yahoo.com) <gdove5@yahoo.com>; Debbie Ortego <dortego@tpcg.org>; Al Levron <allevron@tpcg.org>; Jeanne Bray <jbray@tpcg.org>; Niayonda Picou <npicou@tpcg.org>; Jacob Dagate (jacobdagate@gmail.com) <jacobdagate@gmail.com>; Angela Rains <arains@tlcd.org>; Mitch Marmande - Delta Coast Consultants (mitchm@deltacoastllc.com) <mitchm@deltacoastllc.com>; Jason Lanclos (jason.lancos@la.gov) <jason.lancos@la.gov>; Jack Moore (jmoore@tpsd.org) <jmoore@tpsd.org>; David Peterson - CPRA Legal (David.Peterson@LA.GOV) <David.Peterson@LA.GOV>; James McMenis (James.McMenis@LA.GOV) <James.McMenis@LA.GOV>; Vicki Rouse <vrouse@tlcd.org>; R. Dupre <rdupre@tlcd.org>; Tony@ASLRLLC.com; service@alfordstaples.com
Subject: Pending Issues (agreements) between TLCD and TPCG

Mart,

There are several issues pending as follows:

1. **CDBG Sub Recipient agreement for the $16.8 million for the Falgout Canal Floodgate.** I spoke to Al a couple of days ago and he stated that this Sub Recipient agreement should be ready to execute. I have not yet seen this and don't know who at the parish has it. TLCD wants to begin advertising this floodgate in about 3-4 weeks immediately after the Parish receives the "Release of Funds" letter and we have the ERR and Land rights. I would like to execute this agreement in the next week or so.
2. **Letter agreement from TLCD to TPCG for Levee Dist. commitment to help the parish build a scaled down version of the Upper Dularge East Levee in lieu of the transfer of $16.8 million of CDBG funds (no. 1 above).** A draft of this letter is attached that was prepared by Mitch Marmande. I will get this to the Parish next week.
3. **CDBG Sub-Sub Recipient agreement (IGA) for $5.4 million of additional State CDBG funding for the Falgout Canal Road Levee Projects (AKA Morganza Reach E, Segments 1 & 2).** I think this agreement is ready to be executed between TPCG and TLCD, but I have not yet received it. This is the agreement that Nia received a call from CPRA & OCD. David Peterson, CPRA attorney, prepared this agreement and sent it to the Parish. He made this agreement retroactive to July 1, 2016 at my request. We will be using this funding for Seg. 2 of Reach E and need this executed ASAP for our cash flow.

4. **CIAP agreements for the CIAP Reach E Water Control Structures (WCS).** Originally, TLCD has two CIAP grants for this project:
    - $3.5 million Parish CIAP grant which was later amended to $2.5 million. This amendment also allowed for this $2.5 million to be applied to both of the WCS's after CPRA approached us on swapping the $3.3 million of CIAP (below) for the $5.4 million of State CDBD funding (no. 3 above). This was done to comply with the Dec. 31, 2016 deadline for CIAP funding. My administrative staff submitted for reimbursement of this $2.5 million in December and we received the entire amount earlier this week.
    - $3.3 million of State CIAP funding. I did receive the Cancellation letter from Parish President Dove as discussed above. Thus, with TLCD getting its entire allowable CIAP Parish funding, the two CIAP agreements can be closed.

In summary, I owe the parish the letter agreement (no 2 above). Vicki, first thing Mon. morning please print the attached letter on TLCD letterhead dated Jan. 9, 2017 for BOTH my and Tony's signature. I need it by 8:30am Mon. so I can hand deliver it at my 9am meeting at the Parish that will also be attended by Tony.

The Parish owes TLCD the two CDBG agreements (no. 1 and 3 above). As stated I will be at the Parish Gov't Mon morning. I do not think that Jacob Dagate, TLCD Attorney, has yet received a draft of these two agreements. I need him to make a quick review of these two agreements before I execute them. If he does not have them, please send him drafts ASAP.

I hope this message helps us stay on track for these issues. I have copied the relevant people on this message. We should discuss all of this Monday.

Thanks,

Reggie Dupre, Jr.

Executive Director,
Terrebonne Levee & Conservation District
Cell (985) 790-9902
Office (985) 868-8523

From: Mart Black [mailto:mblack@tpcg.org]
Sent: Friday, January 6, 2017 12:39 PM
To: R. Dupre
Subject: FW: TPCG Falgout Canal CDBG Funds IGA - Draft - 12052016 - TLCD.docx

Reggie: Please see below. What is the status of this? Have you received a letter from the Parish President terminating the original agreement yet? Too much money to lose.

Mart J. Black, AICP, Director
Coastal Restoration & Preservation
Terrebonne Parish Consolidated Government
985-873-6889 (Office)
985-637-8017 (Cell)
985-580-7279 (fax)
mblack@tpcg.org

Louisiana's Bayou Country
TERREBONNE PARISH

From: Niayonda Picou
Sent: Friday, January 06, 2017 10:14 AM
To: Mart Black
Cc: Al Levron; Jeanne Bray
Subject: RE: TPCG Falgout Canal CDBG Funds IGA - Draft - 12052016 - TLCD.docx

Mart,

Do you know the status regarding the IGA for the Falgout Canal Levee Project? I received a call from CPRA/OCD concerning the agreement. When should they expect the agreement to be sent back to them? I am assuming that we would need to present this agreement to the Council. Please advise.

Thanks

Nia

From: Mart Black
Sent: Tuesday, December 06, 2016 11:37 AM
To: Al Levron; Niayonda Picou
Subject: RE: TPCG Falgout Canal CDBG Funds IGA - Draft - 12052016 - TLCD.docx

Al: I am ok with your edits. You did make one marginal comment about whether "TLCD" should be substituted for "Parish." I went back in forth with that one, but I think TLCD is correct. Nia, do you have any comments before this goes to Legal?

Mart J. Black, AICP, Director
Coastal Restoration & Preservation
Terrebonne Parish Consolidated Government
985-873-6889 (Office)
985-637-8017 (Cell)
985-580-7279 (fax)
mblack@tpcg.org

Louisiana's Bayou Country
TERREBONNE PARISH
Go Green Please consider the environment before printing this email.

From: Al Levron
Sent: Tuesday, December 06, 2016 10:36 AM
To: Mart Black; Niayonda Picou
Subject: TPCG Falgout Canal CDBG Funds IGA - Draft - 12052016 - TLCD.docx

MY comments to Mart's draft.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 12/11/17
OCTOBER 31, 2017 - MONTH LAST CLOSED

ACCT: 659-000-6343-15
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
DNR - FALGOUT CANAL CPRA

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	3,300,000	.00	0	3,300,000-
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	3,300,000	.00	N/A	3,300,000-

ENTER = CONTINUE
CF01 = EXIT CF02 = INPUT SCR CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

659-301-8941-03 $3,318,970. -7 18,970.

BA 8671

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-301-8941-03
FALGOUT CANAL FRESHWATER ENHANCEMENT
PROJECT # 08-CR-29
R: 659-000-6343-15

TOTAL FUNDING	**$**	**6,051,471**
EXPENDITURES THRU 12/31/16		**(6,028,076)**
PROJECT BALANCE	**$**	**23,395**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Aug-08	ORD 7502	U.S. DEPT OF INTERIOR (CIAP)	264,896						
Dec-09	C/O ADJ	CARRY OVER ADJUSTMENT	397						
Mar-11	ORD 7965	U.S. DEPT OF INTERIOR (CIAP)	404,168						
Jun-13	ORD 8300	U.S. DEPT OF INTERIOR (CIAP)	5,382,010						
Jan-16	ORD 8671	DNR-CPRA	3,300,000						
Jan-18	PENDING BA	DEOB-DNR-CPRA			(3,300,000)				
	LESS PRIOR YEARS EXPENDITURES		(6,028,076)						
		FUNDS AVAILABLE	$ 3,323,395	$ -	$ (3,300,000)	$ -	$ -	$ -	$ -

ENGINEER/ARCHITECT: **T. BAKER SMITH, LLC**
CONTRACTOR: **HEMPHILL CONSTRUCTION**

DESCRIPTION: INTRODUCE FRESHWATER INTO THE MARSHES ADJACENT TO THE HOUMA NAVIGATIONAL CANAL BETWEEN HNC AND BAYOU DULARGE.

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18

NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-301-8941-03
CAPITAL PROJECTS CONTRL
COASTAL RESTORE/PRESERV
FALGOUT CANAL FRESHWTR ENHNCMT

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	3,323,395	4,424.55	0	3,318,970
2018	0	.00	0	0
CLOSED:				
2011	404,168	172,303.00	N/A	231,865
2012	231,865	171,162.97	N/A	60,702
2013	5,442,712	24,487.50	N/A	5,418,225
2014	5,418,224	21,562.60	N/A	5,396,661
2015	5,396,661	101,105.07	N/A	5,295,556
2016	8,595,556	5,272,161.15	N/A	3,323,395

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-000-6343-15
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
DNR - FALGOUT CANAL CPRA

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	3,300,000	.00	0	3,300,000-
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	3,300,000	.00	N/A	3,300,000-

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Section XI

Felicia Aubert

From: Sonja Labat [sonjal@terrebonneport.com]
Sent: Thursday, November 16, 2017 10:48 AM
To: Felicia Aubert
Subject: RE: FEMA Generator

Thanks!!

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

From: Felicia Aubert [mailto:faubert@tpcg.org]
Sent: Thursday, November 16, 2017 9:43 AM
To: Sonja Labat <sonjal@terrebonneport.com>
Subject: RE: FEMA Generator

Attached is the backup requested.

From: Sonja Labat [mailto:sonjal@terrebonneport.com]
Sent: Thursday, November 16, 2017 8:13 AM
To: Felicia Aubert
Subject: FW: FEMA Generator

Good Morning,

Can you send me the details of the $1,445.89?

Thanks,

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

From: David Rabalais
Sent: Thursday, November 16, 2017 7:47 AM
To: Sonja Labat <sonjal@terrebonneport.com>
Subject: RE: FEMA Generator

Tell her I want an itemized bill.

David Rabalais
Executive Director
Terrebonne Port Commission
985-873-6428 office
985-873-6795 fax
davidr@terrebonneport.com

From: Sonja Labat
Sent: Wednesday, November 15, 2017 2:49 PM
To: David Rabalais <davidr@terrebonneport.com>
Subject: FW: FEMA Generator

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

659-580-6915-10 $62,360
659-000-6318-19 $62,360

From: Felicia Aubert [mailto:faubert@tpcg.org]
Sent: Wednesday, November 15, 2017 2:41 PM

To: Sonja Labat <sonjal@terrebonneport.com>
Subject: RE: FEMA Generator

There were $1,445.89 in expenses thus far and they are for Legal and a filing fee with the Clerk of Court. I will deduct these charges from the $15.590, and issue you guys a check a check for the difference.

Thanks,

Felicia M. Aubert
Contracts Coordinator, Finance Department
Terrebonne Parish Consolidated Government
Post Office Box 2768
8026 Main Street, Suite 300
Houma, LA 70360
Phone: (985) 873-6733 Ext: 1315
Fax: (985) 873-6457
faubert@tpcg.org

From: Sonja Labat [mailto:sonjal@terrebonneport.com]
Sent: Wednesday, November 15, 2017 2:03 PM
To: Felicia Aubert
Subject: FW: FEMA Generator

Hey girl,

We will need to get the Port's match funds back from the Parish for this project. Let me know if you need anything else from me.

Thanks,

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

From: Jennifer Gerbasi [mailto:jgerbasi@tpcg.org]
Sent: Wednesday, November 15, 2017 11:38 AM
To: David Rabalais <davidr@terrebonneport.com>
Cc: Sonja Labat <sonjal@terrebonneport.com>; Niayonda Picou <npicou@tpcg.org>
Subject: RE: FEMA Generator

I understand. To this moment I have no response from FEMA on the elevation height. If we have some higher value project to assist with, we are a willing partner. Regarding the shed, that was your plan, and not mine or FEMA's, for future reference. It was only in the scope of work because it was part of your longterm plan, and even GOHSEP said that it would be separated from the generator project.
If I do get an answer from FEMA that is reasonable, I will send it to you for future use should you find yourself working with a less amenable FEMA person for whatever reason.
Have a good day.
Cheers,
Jennifer

Jennifer C. Gerbasi
8026 Main Street, Second Floor
Houma, Louisiana 70360
Phone: 985-873-6565 Fax: 985-580-8179

From: David Rabalais [mailto:davidr@terrebonneport.com]
Sent: Wednesday, November 15, 2017 11:19 AM
To: Jennifer Gerbasi
Cc: Sonja Labat
Subject: FEMA Generator

Jennifer,

Please allow this email to serve as an official request to withdraw from the FEMA grant that would partially fund the purchase and installation of a stand by diesel generator for the port's drainage pump. Because the cost and installation of this generator will be less than $100K, it doesn't make financial sense for the port to participate in the FEMA program due to the strict guidelines. Installing a generator at an elevation of +13 feet will be costly and could cause safety issues for maintenance. Also, the requirement to build a shed over a generator that is designed to be placed in the open is another cost that is unnecessary. These requirements combined with the amount of the grant will cost the port the same as if the port purchased and installed the generator without FEMA. Please thank FEMA on behalf of the Port Commission and thank you for all your hard work also.

If you need any additional information please advise.

Thanks

David Rabalais
Executive Director
Terrebonne Port Commission
985-873-6428 office
985-873-6795 fax
davidr@terrebonneport.com

Felicia Aubert

From: Sonja Labat [sonjal@terrebonneport.com]
Sent: Thursday, November 16, 2017 3:42 PM
To: Felicia Aubert
Subject: RE: FEMA Generator

Go ahead and issue us a check for the match less the expenses.

Thanks,

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

From: Felicia Aubert [mailto:faubert@tpcg.org]
Sent: Thursday, November 16, 2017 9:43 AM
To: Sonja Labat <sonjal@terrebonneport.com>
Subject: RE: FEMA Generator

Attached is the backup requested.

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To: Felicia Aubert
Subject: FW: FEMA Generator

Good Morning,

Can you send me the details of the $1,445.89?

Thanks,

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

From: David Rabalais
Sent: Thursday, November 16, 2017 7:47 AM
To: Sonja Labat <sonjal@terrebonneport.com>
Subject: RE: FEMA Generator

Tell her I want an itemized bill.

David Rabalais
Executive Director
Terrebonne Port Commission
985-873-6428 office
985-873-6795 fax
davidr@terrebonneport.com

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Subject: FW: FEMA Generator

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Finance Manager
Terrebonne Port Commission
985-873-6428

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Thanks,

Felicia M. Aubert
Contracts Coordinator, Finance Department
Terrebonne Parish Consolidated Government
Post Office Box 2768
8026 Main Street, Suite 300
Houma, LA 70360
Phone: (985) 873-6733 Ext: 1315
Fax: (985) 873-6457
faubert@tpcg.org

From: Sonja Labat [mailto:sonjal@terrebonneport.com]
Sent: Wednesday, November 15, 2017 2:03 PM
To: Felicia Aubert
Subject: FW: FEMA Generator

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Thanks,

Sonja Labat
Finance Manager
Terrebonne Port Commission
985-873-6428

From: Jennifer Gerbasi [mailto:jgerbasi@tpcg.org]
Sent: Wednesday, November 15, 2017 11:38 AM
To: David Rabalais <davidr@terrebonneport.com>
Cc: Sonja Labat <sonjal@terrebonneport.com>; Niayonda Picou <npicou@tpcg.org>
Subject: RE: FEMA Generator

I understand. To this moment I have no response from FEMA on the elevation height. If we have some higher value project to assist with, we are a willing partner. Regarding the shed, that was your plan, and not mine or FEMA's, for future reference. It was only in the scope of work because it was part of your longterm plan, and even GOHSEP said that it would be separated from the generator project.
If I do get an answer from FEMA that is reasonable, I will send it to you for future use should you find yourself working with a less amenable FEMA person for whatever reason.
Have a good day.
Cheers,
Jennifer

Jennifer C. Gerbasi
8026 Main Street, Second Floor
Houma, Louisiana 70360
Phone: 985-873-6565 Fax: 985-580-8179

From: David Rabalais [mailto:davidr@terrebonneport.com]
Sent: Wednesday, November 15, 2017 11:19 AM
To: Jennifer Gerbasi

Cc: Sonja Labat
Subject: FEMA Generator

Jennifer,

Please allow this email to serve as an official request to withdraw from the FEMA grant that would partially fund the purchase and installation of a stand by diesel generator for the port's drainage pump. Because the cost and installation of this generator will be less than $100K, it doesn't make financial sense for the port to participate in the FEMA program due to the strict guidelines. Installing a generator at an elevation of +13 feet will be costly and could cause safety issues for maintenance. Also, the requirement to build a shed over a generator that is designed to be placed in the open is another cost that is unnecessary. These requirements combined with the amount of the grant will cost the port the same as if the port purchased and installed the generator without FEMA. Please thank FEMA on behalf of the Port Commission and thank you for all your hard work also.

If you need any additional information please advise.

Thanks

David Rabalais
Executive Director
Terrebonne Port Commission
985-873-6428 office
985-873-6795 fax
davidr@terrebonneport.com

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL

659-580-8915-10
PORT COMMISSION STWIDE GENERATOR PRJ.
GOHSEP STATEWIDE GENERATOR PROGRAM
HMGP 1786-022-002 FEMA 1786-DR-LA PROJECT #0128
659-000-6318-19

TOTAL FUNDING	$	-
EXPENDITURES THRU 12/31/16		-
PROJECT BALANCE	$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Jun-17	ORD 8851	HMGP 1786		46,770					
Jun-17	ORD 8851	TERREBONNE PORT COMMISSION		15,590					
Jan-17	PENDING BA	HMGP 1786			(46,770)				
Jan-17	PENDING BA	TERREBONNE PORT COMMISSION			(15,590)				
	LESS PRIOR YEARS EXPENDITURES								
		FUNDS AVAILABLE	$ -	$ 62,360	$ (62,360)	$ -	$ -	$ -	$ -

DESCRIPTION: TO PROVIDE GENERATORS FOR THE STRATEGIC LOCATIONS IN THE PARISH .

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-580-8915-10
CAPITAL PROJECTS CONTRL
PORT ADMINISTRATION
GOHSEP STWIDE GENERATOR 1786

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	62,360	.00	0	62,360
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG GENERAL LEDGER/BUDGET ACCOUNT INQUIRY 1/18/18
NOVEMBER 30, 2017 - MONTH LAST CLOSED

ACCT: 659-000-6318-19
CAPITAL PROJECTS CONTRL
NO DEPARTMENT NAME
GOHSEP STWIDE GENER 1786-22-02

	BUDGET	ACTUAL	ENCUMBERED	VARIANCE
OPEN:				
2017	774,860	.00	0	774,860-
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	0	.00	N/A	0
2013	0	.00	N/A	0
2014	0	.00	N/A	0
2015	0	.00	N/A	0
2016	0	.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Category Number:
Item Number: C.

Wednesday, February 7, 2018

Item Title:
Parkwood Place Subdivision

Item Summary:
An ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; energize and accept the street lights; and the incorporation of the street(s) for Parkwood Place Subdivision into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses. **(Continued from 1/23/18)**
1. Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance and backup	2/2/2018	Resolution

P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050

P.O. BOX 2768
HOUMA, LOUISIANA 70361

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

February 2, 2018

MEMO TO: **Venita Chauvin**
Council Clerk

FROM: **Christopher Pulaski, Director**
Planning & Zoning Department

SUBJECT: **Parkwood Place Subdivision Dedication and Acceptance – List of items for backup materials**

Attached are the following items as backup for the proposed dedication and acceptance of Parkwood Place Subdivision:

1. Item A – Proposed Ordinance
2. Item B – Proposed Resolution 18-015 introducing ordinance and calling for public hearing
3. Item C - Final Plat as approved by HTRPC on 8/17/17
4. Item D – transmittal memo and transmittal email of backup materials for dedication and acceptance
5. Item E – Transmittal, Performance Bond ($2.2M), Payment Bond ($2.2M), and associated Power of Attorney
6. Item F – Certificate of Substantial Completion signed by Project Engineer, David Waitz, and recorded TP Clerk of Court
7. Item G – Certified Resolution of the Board of Directors of Westgate Development, Inc.
8. Item H – TPCG Parkwood Place Infrastructure Warranty document signed by Westgate Development, Inc., and transmittal email
9. Item I – Notice of Public Hearings

A

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE DEDICATING AND ACCEPTING THE MAINTENANCE/OPERATION OF THE STREET(S), DRAINAGE SERVITUDES, UTILITIES, GAS, SEWER, AND RIGHTS-OF-WAY FOR "PARKWOOD PLACE SUBDIVISION;" ENERGIZE AND ACCEPT THE STREET LIGHTS; AND TO INCORPORATE "BREES DRIVE," "FLEUR DE LIS DRIVE," "SAINTS CIRCLE," AND "SUPER BOWL DRIVE" INTO THE ENHANCED 911 EMERGENCY RESPONSE SYSTEM FOR THE PURPOSE OF PROVIDING A BETTER MEANS OF LOCATING ADDRESSES; AND TO SET FORTH AN EFFECTIVE DATE FOR THE INCORPORATION OF STREET NAME(S), TO INFORM THE PROPER AGENCIES OF THE STREET NAME(S), AND TO AUTHORIZE THE INSTALLATION OF THE APPROPRIATE STREET SIGN(S), AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, dedicates and accepts the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; and energize and accept the street lights as depicted as depicted on a plat, prepared on January 2, 2012, revised July 17, 2017, by David A. Waitz Engineering & Surveying, Inc. titled "Parkwood Place Subdivision", a copy of which is attached hereto and made a part hereof;

BE IT FURTHER ORDAINED effective on the _____ day of _____, 2018, that "Brees Drive," "Fleur De Lis Drive," "Saints Circle," and "Super Bowl Drive" be incorporated into the Enhanced 911 Emergency Response System;

BE IT FURTHER ORDAINED that a copy of this ordinance be submitted to the Terrebonne Parish Communications Board, local U.S. Postal Services, fire districts, Acadian Ambulance, Terrebonne Parish Sheriff's Office, and any other appropriate agency; and

BE IT FURTHER ORDAINED that the Parish Forces be directed to install the proper street sign on the appropriate street, and that any other actions relative thereto be addressed.

SECTION II

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

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

THERE WAS RECORDED:
YEAS:_____

_____

NAYS:_____

_____

6:30 B

STEVE TROSCLAIR, CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
CHRISTA M. DUPLANTIS-PRATHER, RN
DISTRICT 7
ALIDORE "AL" MARMANDE
DISTRICT 9
STEVE TROSCLAIR

CITY OF HOUMA TERREBONNE PARISH COUNCIL CONSOLIDATED GOVERNMENT

B

ARLANDA WILLIAMS, VICE-CHAIR

DISTRICT 2
ARLANDA J. WILLIAMS
DISTRICT 4
SCOTTY DRYDEN
DISTRICT 6
DARRIN W.GUIDRY, Sr.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
VENITA H. CHAUVIN

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
vchauvin@tpcg.org www.tpcg.org

January 16, 2017

MEMO TO: Chris Pulaski
Planning & Zoning Director

FROM: Venita H. Chauvin
Council Clerk

RE: Parkwood Place Subdivision

Please allow this memo to confirm that the Council ratified the attached resolution that introduces an ordinance to accept the maintenance/operation of Parkwood Place Subdivision and calls a public hearing on January 23, 2018 at 6:30 p.m.

By copy of this memo, the appropriate staff members and individuals are being advised of this action.

Feel free to contact me if you have any questions on this matter.

Attachment:
cc: Parish President's Secretary Leilani Hardee-Adams
Planning Commission Minute Clerk Becky Becnel
Councilman John Navy, Dist. 1
1/23/18 Council Agenda File

/vhc

B

OFFERED BY: MR. J. NAVY
SECONDED BY: MS. A. WILLIAMS

RESOLUTION NO. 18-015

A Resolution giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for "Parkwood Place Subdivision;" energize and accept the street lights and to incorporate "Brees Drive," "Fleur De Lis Drive," "Saints Circle," and "Super Bowl Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for "Parkwood Place Subdivision;" energize and accept the street lights; and to incorporate "Brees Drive," "Fleur De Lis Drive," "Saints Circle," and "Super Bowl Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, January 23, 2018 at 6:30 p.m.

THERE WAS RECORDED:
YEAS: S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, J. Navy, A. Williams, and G. Michel.
NAYS: None.
ABSTAINING: None.
ABSENT: None.
The Chairwoman declared the resolution adopted on this the 8th day of January 2018.

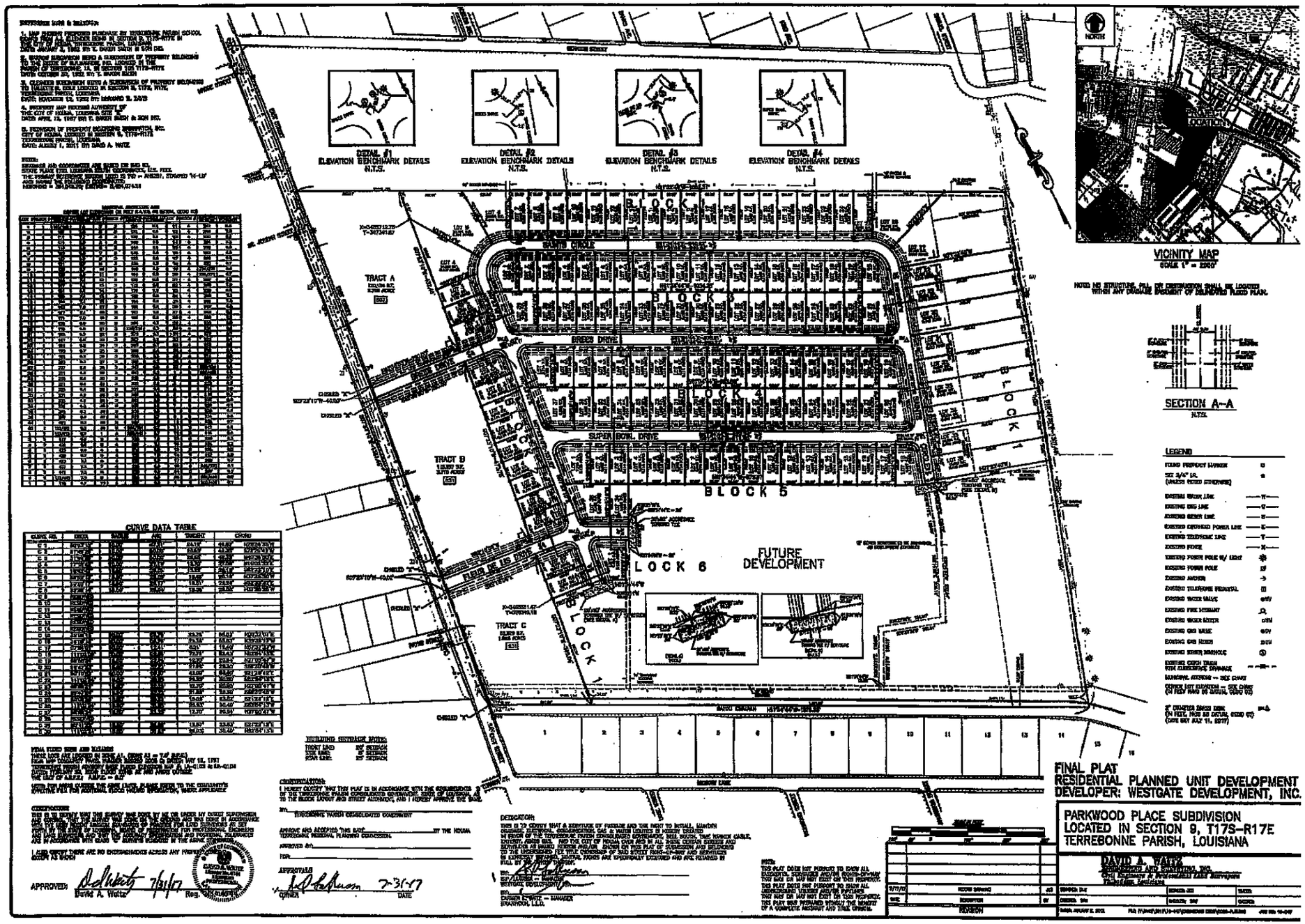
* * * * * * * * *

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 Community Development & Planning Committee on January 8, 2018 and subsequently ratified by the Assembled Council in Regular Session on January 10, 2018 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 11TH DAY OF JANUARY 2018.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL


DETAIL #1
ELEVATION BENCHMARK DETAILS
N.T.S.
DETAIL #2
ELEVATION BENCHMARK DETAILS
N.T.S.
DETAIL #3
ELEVATION BENCHMARK DETAILS
N.T.S.
DETAIL #4
ELEVATION BENCHMARK DETAILS
N.T.S.
NORTH
VICINITY MAP
SCALE 1" = 2000'
NOTED NO STRUCTURE, FILL OR CONSTRUCTION SHALL BE LOCATED WITHIN ANY DESIGNATED DRAINAGE OF BENCHMARK FLOOD PLAIN.
SECTION A-A
N.T.S.
LEGEND
FOUND PROPERTY MARKER
SET 3/4" I.R. (UNLESS NOTED OTHERWISE)
EXISTING WATER LINE
EXISTING GAS LINE
EXISTING SEWER LINE
EXISTING OVERHEAD POWER LINE
EXISTING TELEPHONE LINE
EXISTING FENCE
EXISTING POWER POLE W/ LIGHT
EXISTING POWER POLE
EXISTING ANCHOR
EXISTING TELEPHONE PEDESTAL
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING WATER METER
EXISTING GAS VALVE
EXISTING GAS METER
EXISTING SEWER MANHOLE
EXISTING CATCH BASIN WITH SUBSURFACE DRAINAGE
BENCHMARK ELEVATION -- SEE CHART
CATCH PIT ELEVATION -- SEE CHART (IN FEET NAVD 88 DATUM, GEOID 03)
5" DIAMETER BRASS DISK (IN FEET, NGVD 88 DATUM, GEOID 03) (NOTE NOT JULY 11, 2017)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
TRACT A
TRACT B
TRACT C
FUTURE DEVELOPMENT
SAINT CIRCLE
BIRDS DRIVE
SUPER BOWL DRIVE
FLEUR DE LIS DRIVE
NOTRE DAME DRIVE
ALEXANDER
MAIN CHANNEL
CURVE DATA TABLE
BUILDING SETBACK NOTES
FINAL PLAT
RESIDENTIAL PLANNED UNIT DEVELOPMENT
DEVELOPER: WESTGATE DEVELOPMENT, INC.
PARKWOOD PLACE SUBDIVISION
LOCATED IN SECTION 9, T17S-R17E
TERREBONNE PARISH, LOUISIANA
DAVID A. WALTZ
APPROVED: 7/11/17
REVISION

P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050

P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Department of Planning & Zoning
Houma-Terrebonne Regional Planning Commission

January 5, 2018

MEMO TO: **Mike Toups, Parish Manager**
TPCG Administration

FROM: **Becky M. Becnel, Minute Clerk**
Houma-Terrebonne Regional Planning Commission

THRU: **Christopher M. Pulaski, PLA, Director**
TPCG Planning & Zoning Department

SUBJECT: **Parkwood Place Subdivision**
Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; energize and accept the street lights; and the incorporation of the street(s); David A. Waitz Engineering & Surveying, Inc., Engineer

---

Please be advised that the attached Resolution and Ordinance are being sent to the Parish Council for their review for approval or denial for the above referenced subdivision.

Should you have any questions or require more information, please advise.

/bmb

Attachments

cc: Councilman Dirk Guidry, *Council Chairman*
Councilman John Navy, *Councilman, District 1*
Venita Chauvin, *Council Clerk*
Council Reading File
Correspondence File

Venita Chauvin

From: Christopher Pulaski
Sent: Friday, January 5, 2018 4:18 PM
To: Venita Chauvin
Cc: Becky Becnel
Subject: FW: Parkwood performance bond
Attachments: DeVere Performance Bond.pdf

D

Venita,

Attached is the warranty performance bond for Parkwood as backup for Monday's CD&P item. I will forward additional backup items as they become available.

Christopher M. Pulaski, PLA
Terrebonne Parish Planning & Zoning
(985) 873-6569
cpulaski@tpcg.org
"Saltwater Fishing Capital of the World"

From: Christopher Pulaski
Sent: Friday, January 05, 2018 3:55 PM
To: Becky Becnel
Subject: FW: Parkwood performance bond

This is the warranty bond for Parkwood.

Christopher M. Pulaski, PLA
Terrebonne Parish Planning & Zoning
(985) 873-6569
cpulaski@tpcg.org
"Saltwater Fishing Capital of the World"

From: Courtney Alcock [mailto:calcock@alcocklaw.net]
Sent: Friday, September 08, 2017 4:50 PM
To: Christopher Pulaski
Cc: Al Levron
Subject: Parkwood performance bond

Attached 2.2 Million Dollar Performance Bond that will along with a pledge by Westgate be used as the warranty bond for Parkwood.
Westgate will supplement this with additional documentation.

Courtney E. Alcock
Law Office of Courtney E. Alcock
209 Goode Street, Suite 301
P.O. Box 1905 (70361)
Houma LA 70360
(985) 655-6104 phone
(985) 655-6106 fax

DeVere Construction Company, Inc.

TRANSMITTAL

E

PROJECT: Parkwood Place

DATE: September 20, 2013

TO: Charles Giglio
120 Progressive Blvd.
Houma, LA 70360

WE ARE SENDING:	SUBMITTED FOR:	SENT VIA:
☐ CHANGE ORDER	☐ SIGNATURE	☐ UPS
☐ EXECUTED CHANGE ORDER	☐ YOUR USE	☒ OVERNIGHT
☐ CERTIFIED PAYROLL	☐ AS REQUESTED	☐ U.S. MAIL
☐ EXECUTED SUBCONTRACT / PO	☐ FOR REVIEW	☐ EMAIL
☐ FULL CONDITIONAL WAIVER	ACTION TAKEN:	☐ FACSIMILE
☐ CREDIT APPLICATION	☐ DUE DATE:	OTHER:
☐ PLANS AND SPECIFICATIONS		☐
☒ Performance and Payment Bonds		

COMMENTS:

See three original performance and payment bonds attached.

CORPORATE OFFICE
1030 DeVere Drive ■ Alpena, MI 49707 ■ phone 989-356-4411 ■ fax 989-356-1198 ■ www.deverecc.us
AN EQUAL OPPORTUNITY EMPLOYER

E

PERFORMANCE BOND

Bond #013125877

KNOW ALL MEN BY THESE PRESENTS: that DeVere Construction Company, Inc. (Name of Contractor)

1030 DeVere Drive, Alpena, MI 49707 (Address of Contractor)

a Michigan (Corporation, Partnership, or Individual),

hereinafter called Principal, and Liberty Mutual Insurance Company (Name of Surety)

5600 New King Street, Suite 360, Troy, MI 48098 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto Westgate Development, Inc., (Name of Owner) c/o 120 Progressive Blvd., Houma, Louisiana 70360 (Address of Owner) hereinafter called Owner, in the penal sum of Two Million, Two Hundred Thousand & no/100 Dollars, $(2,200,000.00)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27th day of December, 20 12,

a copy of which is hereto attached and made a part hereof for the construction of:

Parkwood Place Subdivision

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

E

IN WITNESS WHEREOF, this instrument is executed in 3 (Number) counterparts, each one of which shall be deemed an original, this the 19th day of September, 2013.

ATTEST:

(Principal) Secretary Cynthia Gabara

(Seal)

Witness as to Principal

DeVere Construction Company, Inc
Principal (Bidder)

By
Authorized Officer/~~Owner/Partner~~
Cheryl Lumsden

1030 DeVere Drive

Alpena, MI 49707
Address

ATTEST:

Witness as to Surety Michelle Buechel

Liberty Mutual Insurance Company
Surety

By (Seal)
Attorney-In-Fact

Holly Nichols, Attorney-in-fact
Typed or Printed Name

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By N/A

Typed or Printed Name

Agent License Number

N/A
Name of Agency

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

E

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cynthia Gabara, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Cheryl Lumsden who signed the said bond on behalf of the Principal was then Treasurer of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature: Cynthia Gabara

Title: Secretary

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, Holly Nichols, certify that I am the Attorney-in-fact (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: Holly Nichols

Title: Attorney-in-fact

Power of Attorney for person signing for surety company must be attached to bond.

E

PAYMENT BOND

Bond #013125877

KNOW ALL MEN BY THESE PRESENTS: that _____ _____

DeVere Construction Company, Inc. (Name of Contractor)

1030 DeVere Drive, Alpena MI 49707 (Address of Contractor)

a Michigan (Corporation, Partnership, or Individual),

hereinafter called Principal, and Liberty Mutual Insurance Company (Name of Surety)

5600 New King Street, Suite 360, Troy, MI 48098 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto Westgate Development, Inc., (Name of Owner)

c/o 120 Progressive Blvd., Houma, Louisiana 70360 (Address of Owner) hereinafter called Owner, in the

penal sum of Two Million, Two Hundred Thousand and no/100

Dollars, $(2,200,000.00)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27th day of December, 20 12,

a copy of which is hereto attached and made a part hereof for the construction of:

Parkwood Place Subdivision

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (Number) counterparts, each one of

E

which shall be deemed an original, this the 19th day of September, 2013.

ATTEST: Cynthia Gabara

(Principal) Secretary Cynthia Gabara

(Seal)

Witness as to Principal

ATTEST:

Witness as to Surety Michelle Buechel

DeVere Construction Company, Inc.

Principal (Bidder)

By Cheryl Lumsden

Authorized Officer/Owner/Partner

Cheryl Lumsden

1030 DeVere Drive

Alpena, MI 49707

Address

Liberty Mutual Insurance Company

Surety

By Holly Nichols (Seal)

Attorney-In-Fact

Holly Nichols

Typed or Printed Name

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By N/A

Typed or Printed Name

Agent License Number

N/A

Name of Agency

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

E

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cynthia Gabara, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Cheryl Lumsden who signed the said bond on behalf of the Principal was then Treasurer of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature: Cynthia Gabara

Title: Secretary

(Corporate Seal)

CERTIFICATE AS TO SURETY

I, Holly Nichols, certify that I am the Attorney-in-fact (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: Holly Nichols

Title: Attorney-in-fact

Power of Attorney for person signing for surety company must be attached to bond.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6044204

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

E

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Linda L. Austin; Margaret M. Kohloff; Michael D. Lechner; Michelle Buechel; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer; T. R. Guy

all of the city of Troy, state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of March, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 20th day of March, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of Sept., 2013.

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

F

Received From :
WAITZ, DAVID A ENGINEERING & SURVEYING
P. O. BOX 1203
THIBODAUX, LA 70302

First MORTGAGOR
WESTGATE DEVELOPMENT INC

First MORTGAGEE
DEVERE CONSTRUCTION CO INC

Index Type : MORTGAGES

File # : 1543284

Type of Document : ACCEPTANCE

Book : 2947 **Page :** 669

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 09/22/2017

At (Recorded Time) : 3:08:10PM

Doc ID - 014030400004

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached document that was filed for registry and
Recorded 09/22/2017 at 3:08:10
Recorded in Book 2947 Page 669
File Number 1543284

Monica L Bruyere
Deputy Clerk

Return To : WAITZ, DAVID A ENGINEERING & SURVEYING
P. O. BOX 1203
THIBODAUX, LA 70302

Do not Detach this Recording Page from Original Document

F

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No. PK PLACE 001 ENGINEER's Project No. 2010-047

Project PARKWOOD PLACE SUBDIVISION

This Certificate of Substantial Completion applies to THE IMMEDIATE WORK as detailed in paragraph I.A. of the Settlement Agreement by and between the Terrebonne Parish Consolidated Government and Westgate Development, Inc., et al dated September 26, 2016.

To WESTGATE DEVELOPMENT, INC.
OWNER

And To DEVERE CONSTRUCTION COMPANY, INC. -AND- BLADE CONSTRUCTION, L.L.C.
CONTRACTOR

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

JULY 20, 2017
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within THIRTY (30) days of the above date of Substantial Completion.

EJDC No. 1910-8-D (1983 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

F

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: PERFORM ROUTINE MAINTENANCE

CONTRACTOR: REPAIR WARRANTY ITEMS

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

THERE ARE NO PUNCH LIST ITEMS.

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

Executed by ENGINEER on 9/21, 2017

DAVID A. WAITZ ENGINEERING AND SURVEYING, INC.
ENGINEER

BY: _____
DAVID A. WAITZ, P.E., P.L.S.

CONTRACTOR accepts this Certificate of Substantial Completion on 9/11, 2017

DEVERE CONSTRUCTION COMPANY, INC.
CONTRACTOR

BY: _____
BROCK JOHNSON, VICE PRESIDENT

CONTRACTOR accepts this Certificate of Substantial Completion on 9/20, 2017

BLADE CONSTRUCTION, L.L.C.
CONTRACTOR

BY: _____
COLIN UTER, MANAGER

EJDC No. 1910-8-D (1983 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

OWNER accepts this Certificate of Substantial Completion on 9/21, 2017

WESTGATE DEVELOPMENT, INC.
OWNER

BY: [signature]
S.P. LARUSSA, PRESIDENT

F

EJDC No. 1910-8-D (1983 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of American

CERTIFIED RESOLUTION
OF THE BOARD OF DIRECTORS
OF WESTGATE DEVELOPMENT, INC.

At a special meeting of the Board of Directors of Westgate Development, Inc., a Louisiana corporation (the "Corporation") duly called and held at its office at Houma, Louisiana on January 8, 2018, the following resolution was adopted:

> RESOLVED, that S. P. LaRussa, President of the Corporation, be and he is hereby authorized, empowered and instructed, for and in the name and on behalf of this Corporation to settle the litigation in which the Corporation is involved, entitled "Terrebonne Parish Consolidated Government v. Westgate Development, Inc., et al.," on the docket of the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana and in connection therewith to enter into and execute the Parkwood Place Infrastructure Warranty with the Terrebonne Parish Consolidated Government in accordance with the Settlement Agreement on such terms and conditions as agreed to at the special meeting by the Board of Directors of the Corporation, and further, to take whatever action said officer deems necessary and appropriate in order to carry out the purposes of this resolution.

CERTIFICATE OF SECRETARY

I, Charles Giglio, Secretary of Westgate Development, Inc., do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of this Corporation on the date first above written; and has been filed with the minutes of the meetings of said Board of Directors; and that said Resolution has not been amended, modified nor rescinded and that said Resolution is in full force and effect.

Houma, Louisiana this 8 day of January, 2018.

Charles Giglio
Secretary, Westgate Development, Inc.

ATTEST:

S. P. LaRussa
President

H

Terrebonne Parish Consolidated Government
Parkwood Place Infrastructure Warranty

A. For a period of three hundred sixty-five (365) days from the acceptance date by ordinance of the Terrebonne Parish Council; developer/subdivider, Westgate Development Inc. (Westgate), or its successors assigns, warrants that all improvements including all public streets and all dedicated infrastructure shall remain free of defective materials; workmanship and shall remain completed in accordance with the plans and specifications of the Project; and Parkwood Place shall comply with all federal, state and local laws.

B. If within three hundred sixty-five (365) days after the date of Council acceptance any work is found to be defective or not in compliance as set out above, Westgate shall within 30 days of notification, without cost to Parish, and in accordance with Parish's written instructions make all required repairs or corrections.

If placed on notice by TPCG pursuant to this part, the parish engineering department will re-inspect for warranty release only after receiving certification from the developer's engineer that the work has been accomplished.

C. The defects not cured to the satisfaction of TPCG within thirty (30) days of notification shall be cured as follows:

4. TPCG may undertake the cure of the defect and seek reimbursement of all costs incurred by TPCG by claim on the letter of credit or Performance Bond per amendment and required by the Settlement Agreement.
5. TPCG may seek specific performance or TPCG may seek injunctive relief.
6. TPCG may seek any other relief provided by law.

D. Westgate's obligations under this warranty are in addition to any other obligation or warranty. The provisions of this warranty shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or any other relief provided by law.

PARKWOOD PLACE
Name of Subdivision

Date of Council Acceptance

Developer Signature

Exhibit C

Venita Chauvin

From: Christopher Pulaski
Sent: Monday, January 8, 2018 3:04 PM
To: Venita Chauvin
Cc: Becky Becnel
Subject: Parkwood Place - Additional Balcup Material
Attachments: CERTIFICATE OF SUBSTANTIAL COMPLETION - PARKWOOD PLACE SUBD..pdf; Parkwood Place Subd - Infrastructure Warranty_010818.pdf; Final Punch List_072017.pdf

H

Venita,

Attached is additional backup information pertaining to the Parkwood Place Subd dedication and acceptance on CD&P agenda calling for the public hearing on Jan 23.

Infrastructure Warranty Document
Engineer's Certification and associated cost estimate

You already have the final plat and the warranty bond information.

Let me know if you have any questions.

Thanks,

Christopher M. Pulaski, PLA
Director

Louisiana's Bayou Country
TERREBONNE PARISH

Terrebonne Parish Consolidated Government
Planning & Zoning Department

Government Tower Building
8026 Main Street, Suite 401
Houma, LA 70361
T/ (985) 873-6569
F/ (985) 580-8141
C/ (985) 217-4625
cpulaski@tpcg.org
www.tpcg.org

"Saltwater Fishing Capital of the World"

NOTICE OF PUBLIC HEARINGS

The Terrebonne Parish Council has scheduled public hearings on **Wednesday, January 10, 2018 at 6:30 p.m. and Tuesday, January 23, 2018 at 6:30 p.m.** in in the Council Meeting Room on the second floor of the Government Tower, 8026 Main Street. The purpose of these public hearings is to obtain public input on proposed documents that are being published by titles below:

JANUARY 23, 2018

A PROPOSED ORDINANCE THAT WILL AMEND ORDINANCE NO. 8896 THAT ESTABLISHED THE FEES FOR THE TERREBONNE PARISH TENNIS COMPLEX LOCATED AT 106 SOUTHDOWN WEST BOULEVARD, HOUMA, LA. (FORMER RENAISSANCE HEALTH AND RACQUET CLUB)

A PROPOSED ORDINANCE THAT WILL AUTHORIZE THE ACQUISITION OR LEASE FROM MARFO, INC. OF CERTAIN IMMOVABLE PROPERTY ADJACENT TO MAIN STREET SITUATED BETWEEN THE GOVERNMENT TOWER AND BARROW STREET IN HOUMA, TO FACILITATE THE PRESERVATION OF PUBLIC PARKING IN THE DOWNTOWN AREA

A PROPOSED ORDINANCE THAT WILL DEDICATE AND ACCEPT THE MAINTENANCE/OPERATION OF THE STREET(S), DRAINAGE SERVITUDES, UTILITIES, GAS, SEWER, AND RIGHTS-OF-WAY; ENERGIZE & ACCEPT THE STREET LIGHTS; AND THE INCOPORATION OF THE STREET(S) FOR PARKWOOD PLACE SUBDIVISION INTO THE ENHANCED 911 EMERGENCY RESPONSE SYSTEM

For a copy of the proposed documents, contact the Council Office during regular business hours (8:00 a.m. – 4:30 p.m., 873-6519). For additional information, you may also view the Parish Web Page at tpcg.org.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL
* * * * * * * * *

Category Number: 3.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Budget & Finance Committee

Item Summary:
Budget & Finance Committee, 2/5/18*

Category Number: 3.
Item Number: B.

Wednesday, February 7, 2018

Item Title:
Policy, Procedure & Legal

Item Summary:
Policy, Procedure & Legal, 2/5/18

Category Number: 3.
Item Number: C.

Wednesday, February 7, 2018

Item Title:
Public Services Committee

Item Summary:
Public Services Committee, 2/5/18

Category Number: 3.
Item Number: D.

Wednesday, February 7, 2018

Item Title:
Community Development & Planning

Item Summary:
Community Development & Planning Committee, 2/5/18
***(Ratification of minutes calls public hearings on 2/21/18 at 6:30 p.m.)**

Category Number: 4.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Street Lights

Item Summary:
Light installations, removals, and/or activations.

ATTACHMENTS:

Description	Upload Date	Type
List	2/2/2018	Backup Material
Forms	2/2/2018	Backup Material

STREET LIGHT LIST
2-7-18

INCREASE THE WATTAGE OF THE EXISTING STREET LIGHT 421 DAUPHINE STREET TO 250 WATT HPS; ENTERGY; RLD # 3-A; **AND AUTHORIZE TPCG TO INSTALL A VANDAL GUARD ON SAID LIGHT FIXTURE;** DIRK GUIDRY; DISTRICT 8

UPGRADE EXISTING STREET LIGHT TO A 250W HPS AT 149 GLENHIL DR. (CORNER OF GLENHILL AND WOODWAY); ENTERGY; RLD #3A; STEVE TROSCLAIR; DISTRICT 9

UPGRADE EXISTING STREET LIGHT TO A 250W HPS AT 181 WATRPLANT RD.; ENTERGY; RLD1; SCOTTY DRYDEN; DISTRICT 4

4

Entergy

ENTERGY LOUISIANA, INC. STREET LIGHTS
builder@entergy.com
Install/Removal/Upgrade Request
FAX NUMBER 1-800-898-3143

Date: 2/7/18 Phone Number: (985) 873-6519

Account Name: TPCG RLD #3A Confirmation Fax Number: (985) 873-6521

Account Number: 22718550 Name (PRINT) DIRK GUIDRY

Authorized Signature: _____

**** Is this a State Highway? _____Yes __XX__No If YES, please provide DOTD Permit# _____**

Company Owned Streetlights **(ENTERGY)**

INSTALL	REMOVAL			
____	____	100w HPS streetlight(s)*	rate code	LA_CHSV_2A
____	____	150w HPS streetlight(s)*	rate code	LA_CHSV_2B
__1__	____	250w HPS streetlight(s)*	rate code	LA_CHSV_2C
____	____	400w HPS streetlight(s)*	rate code	LA_CHSV_2D
____	____	1000w HPS streetlight(s)*	rate code	LA_CHSV_2E

* Lights will have a facility maintenance charge applied to them.

Customer Owned Streetlights **(MUNICIPALITY)**

INSTALL	REMOVAL			
____	____	100w HPS streetlight(s)	rate code	LA_HPSV_1A
____	____	150w HPS streetlight(s)	rate code	LA_HPSV_1B
____	____	250w HPS streetlight(s)	rate code	LA_HPSV_1C
____	____	400w HPS streetlight(s)	rate code	LA_HPSV_1D
____	____	1000w HPS streetlight(s)	rate code	LA_HPSV_1E

******Mercury Vapor no longer available for install, REMOVE ONLY *******

Company Owned Streetlights **(ENTERGY)**

____	175w MV open bottom streetlight(s), 30" bracket	rate code	LA_CMV_1E
____	175w MV open bottom streetlight(s)	rate code	LA_CMV_1D
____	250w MV open bottom streetlight(s)	rate code	LA_CMV_1C
____	250w MV enclosed streetlight(s)	rate code	LA_CMV_1B
____	400w MV enclosed streetlight(s)	rate code	LA_CMV_1A

Customer Owned Streetlights **(MUNICIPALITY)**

____	175w MV open bottom streetlight(s)	rate code	LA_MV_2E
____	250w MV enclosed streetlight(s)	rate code	LA_MV_2D
____	400w MV enclosed streetlight(s)	rate code	LA_MV_2C
____	1000w MV enclosed streetlight(s)	rate code	LA_MV_2A

LOCATION OF LIGHT(s): **421 DAUPHINE STREET, HOUMA, LA**

If light is to be installed, will requested light be installed on an existing pole with available facilities (Transformers, Secondary wires) to serve the light?
____ Yes __X__ No _____ Not Sure _____

Company Use Only
Order Generated: YES___
Sent To: Construction _____ Engineering ____
Estimated completion date: ____/____/____
Name: _____
Date: ____/____/____

Flo Dumas
Lighting Coordinator
985-479-2011 Office
985-479-2018 fax
225-206-7646 Cell
fdumas@entergy.com

Venita Chauvin

From: Suzette Thomas
Sent: Thursday, February 1, 2018 8:18 AM
To: Tommy LeCompte
Cc: Dirk Guidry; Venita Chauvin; Ernest Brown
Subject: RE: Dauphine Ave.

Good Morning Tommy,

The matter has been placed on the Council agenda of February 7th. From the last communication, a 250-watt light will be installed with the vandal shield that already in stock at the Warehouse.

Margaret will coordinate with Entergy so that the light and shield can be installed at the same time.

Great. I hadn't heard from Bobbie. Thanks for following up on that aspect.

Thank you,
Suzette

From: Tommy LeCompte
Sent: Thursday, February 1, 2018 8:10 AM
To: Suzette Thomas
Cc: Dirk Guidry; Venita Chauvin; Ernest Brown
Subject: RE: Dauphine Ave.

Good Morning Ms. Suzette,

Did we get approval to install the 250 with a vandal shield or should we order a more robust globe for the type of light currently installed. Those globes still have an open bottom and only offer additional protection from vandalism from the sides. Also I spoke with HPD yesterday and Lt. Obrien is open to installing a camera at this location.

Please advise.

Best Regards,

Tommy J. LeCompte
Superintendent of Electric Distribution
TPCG Utilities/Electric Distribution
Phone: 985.873.6762
Fax: 985.873.6770

From: Suzette Thomas
Sent: Wednesday, January 24, 2018 8:50 AM
To: Tommy LeCompte <toml@tpcg.org>
Cc: Dirk Guidry <djguidry@tpcg.org>; Venita Chauvin <vchauvin@tpcg.org>
Subject: RE: Dauphine Ave.
Importance: High

Tommy,

I didn't see this before calling for you this morning. Councilman Dirk Guidry responded last night. His request is to place a vandal shield on the light fixture. I don't believe he saw your notation in the e-mail dated January 8, 2018 regarding the unavailability of the vandal guard due to the type of lighting fixture.

I will speak with him to inform him that the vandal guard is not available for that particular type of fixture. I left a message with Margaret for you this morning. In the message, I inquired about three scenarios:

1. If the wattage were reduced to 100 or 150 watt and a different fixture, would that allow for the installation of the vandal guard?
2. Is there another type of fixture that could be used for the 250 watt light so that a guard can be installed?
3. Lastly, I will consult with Lt. Bobbie O'Bryan to see if we can put a temporary camera (if available) on the light fixture to catch the individual shooting out the lights. Or even a broken camera to deter the vandal.

In addition, I will speak with Councilman Guidry regarding law enforcement action.

Thanks,
Suzette

From: Tommy LeCompte
Sent: Tuesday, January 23, 2018 7:42 PM
To: Margaret Mcmeel
Cc: Suzette Thomas
Subject: Re: Dauphine Ave.

I believe that councilman Guidry was going to visit this site and determine if he wanted to continue to support this light.

Tommy J. LeCompte
Electric Distribution Superintendent
985.873.6762

Sent from my iPhone

On Jan 23, 2018, at 11:09 AM, "Margaret Mcmeel" <mmcmeel@tpcg.org> wrote:

> Morning:
>
> Mr. Allen LeCompte at 417 Dauphine would like to know the status of the issue concerning the street lights.

I have created a work order for Bobby to repair the one in front of 417. He is mainly questioning the one that continually gets shot out.

His phone number is 985-879-1056. If you could give him a call that would be great.

Thank you,

Margaret McMeel
TPCG Administrative Coordinator I
Utilities Administration – Electric and Gas Distribution
mmcmeel@tpcg.org
985-873-6759
985-873-6770 fax

Entergy

ENTERGY LOUISIANA, INC. STREET LIGHTS

builder@entergy.com

Install/Removal/Upgrade Request

FAX NUMBER 1-800-898-3143

Date: 1/31/18
Account Name: TPCG RLD #3A
Account Number: 22718550
Authorized Signature: _____

Phone Number: (985) 873-6519
Confirmation Fax Number: (985) 873-6521
Name (PRINT) STEVE TROSCLAIR

**** Is this a State Highway? _____Yes __XX__No If YES, please provide DOTD Permit# _____**

Company Owned Streetlights **(ENTERGY)**

INSTALL	REMOVAL			
_____	_____	100w HPS streetlight(s)*	rate code	LA_CHSV_2A
_____	__1__	175 ~~150w~~ HPS streetlight(s)*	rate code	LA_CHSV_2B
__1__	_____	250w HPS streetlight(s)*	rate code	LA_CHSV_2C
_____	_____	400w HPS streetlight(s)*	rate code	LA_CHSV_2D **(OFF ROAD LIGHT NOT HPS)**
_____	_____	1000w HPS streetlight(s)*	rate code	LA_CHSV_2E

* Lights will have a facility maintenance charge applied to them.

Customer Owned Streetlights **(MUNICIPALITY)**

INSTALL	REMOVAL			
_____	_____	100w HPS streetlight(s)	rate code	LA_HPSV_1A
_____	_____	150w HPS streetlight(s)	rate code	LA_HPSV_1B
_____	_____	250w HPS streetlight(s)	rate code	LA_HPSV_1C
_____	_____	400w HPS streetlight(s)	rate code	LA_HPSV_1D
_____	_____	1000w HPS streetlight(s)	rate code	LA_HPSV_1E

******Mercury Vapor no longer available for install, REMOVE ONLY *******

Company Owned Streetlights **(ENTERGY)**

_____	175w MV open bottom streetlight(s), 30" bracket	rate code	LA_CMV_1E
_____	175w MV open bottom streetlight(s)	rate code	LA_CMV_1D
_____	250w MV open bottom streetlight(s)	rate code	LA_CMV_1C
_____	250w MV enclosed streetlight(s)	rate code	LA_CMV_1B
_____	400w MV enclosed streetlight(s)	rate code	LA_CMV_1A

Customer Owned Streetlights **(MUNICIPALITY)**

_____	175w MV open bottom streetlight(s)	rate code	LA_MV_2E
_____	250w MV enclosed streetlight(s)	rate code	LA_MV_2D
_____	400w MV enclosed streetlight(s)	rate code	LA_MV_2C
_____	1000w MV enclosed streetlight(s)	rate code	LA_MV_2A

LOCATION OF LIGHT(s): Increase wattage of street light near 149 Glenhill Dr. (Corner of Glenhill and Woodway) to 250 W HPS

If light is to be installed, will requested light be installed on an existing pole with available facilities (Transformers, Secondary wires) to serve the light?

__X__ Yes _____ No _____ Not Sure

Company Use Only
Order Generated: YES___
Sent To: Construction _____ Engineering ____
Estimated completion date: _____/____/_____
Name: _____
Date: _____/_____/_____

Flo Dumas
Lighting Coordinator
985-479-2011 Office
985-479-2018 fax
225-206-7646 Cell
fdumas@entergy.com

Venita Chauvin

From: Steve Trosclair
Sent: Thursday, February 1, 2018 8:53 AM
To: Margaret Mcmeel
Cc: Venita Chauvin; Suzette Thomas
Subject: Re: ENTERGY - 149 Glenhill Dr. - Steve.docx

Ok with me

Sent from my iPhone

On Feb 1, 2018, at 7:09 AM, Margaret Mcmeel <mmcmeel@tpcg.org> wrote:

Good Morning, All:

Please see attached map Miki sent. It looks to be a 175-watt, so I suggest upgrading to a 250-watt to start.

Please let me know if you need anything further.

Thank you,

Margaret McMeel
TPCG Administrative Coordinator I
Utilities Administration – Electric and Gas Distribution
mmcmeel@tpcg.org
985-873-6759
985-873-6770 fax

From: Venita Chauvin
Sent: Wednesday, January 31, 2018 2:33 PM
To: Margaret Mcmeel <mmcmeel@tpcg.org>; Steve Trosclair <strosclair@tpcg.org>
Cc: Suzette Thomas <suthomas@tpcg.org>
Subject: ENTERGY - 149 Glenhill Dr. - Steve.docx

Margaret:

Do you know what wattage is there now?

Steve: What wattage do you want to increase to?

Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
vchauvin@tpcg.org
(985) 873-6519
<image001.jpg>

RLD #3A
Entergy

Venita Chauvin

From: Venita Chauvin
Sent: Tuesday, January 30, 2018 3:33 PM
To: Margaret Mcmeel; Steve Trosclair
Cc: Suzette Thomas
Subject: RE: Additional Street Lights

From: Margaret Mcmeel
Sent: Tuesday, January 30, 2018 2:55 PM
To: Venita Chauvin
Cc: Suzette Thomas
Subject: Additional Street Lights

Good Afternoon:

Mr. Randy Luke
149 Glenhill Dr.
Houma, LA 70363
985-226-3827

He would like to meet with his councilperson to see about either getting higher wattage or installing additional lighting on corner of Glenhill and Woodway.
Steve Trosclair, District 9

Thank you,

Margaret McMeel
TPCG Administrative Coordinator I
Utilities Administration – Electric and Gas Distribution
mmcmeel@tpcg.org
985-873-6759
985-873-6770 fax

A MESSAGE FOR: Venita

FROM Steve Trosclair DATE 01-31-18
OF TIME 9:35 A.M. P.M.
PHONE AREA CODE NUMBER EXT. ☐ URGENT
☒ TELEPHONED ☐ CAME TO SEE YOU ☐ RETURNED YOUR CALL

MESSAGE: ☐ PLEASE CALL ☐ WANTS TO SEE YOU ☐ WILL CALL AGAIN
Call about the street light e-mail you sent to him and he said to increase the wattage in the Lafayette Wood Sub SIGNED TG

Entergy

ENTERGY LOUISIANA, INC. STREET LIGHTS
builder@entergy.com
Install/Removal/Upgrade Request
FAX NUMBER 1-800-898-3143

Date: 2/7/18 Phone Number: (985) 873-6519
Account Name: TPCG RLD #1 Confirmation Fax Number: (985) 873-6521
Account Number: 27717917 Name (PRINT) SCOTTY DRYDEN

Authorized Signature: _____

**** Is this a State Highway? _____Yes XX No If YES, please provide DOTD Permit# _____**

Company Owned Streetlights **(ENTERGY)**

INSTALL	REMOVAL			
____	____	100w HPS streetlight(s)*	rate code	LA_CHSV_2A
____	____	150w HPS streetlight(s)*	rate code	LA_CHSV_2B
1	____	250w HPS streetlight(s)*	rate code	LA_CHSV_2C
____	____	400w HPS streetlight(s)*	rate code	LA_CHSV_2D
____	____	1000w HPS streetlight(s)*	rate code	LA_CHSV_2E

* Lights will have a facility maintenance charge applied to them.

Customer Owned Streetlights (**MUNICIPALITY**)

INSTALL	REMOVAL			
____	____	100w HPS streetlight(s)	rate code	LA_HPSV_1A
____	____	150w HPS streetlight(s)	rate code	LA_HPSV_1B
____	____	250w HPS streetlight(s)	rate code	LA_HPSV_1C
____	____	400w HPS streetlight(s)	rate code	LA_HPSV_1D
____	____	1000w HPS streetlight(s)	rate code	LA_HPSV_1E

******Mercury Vapor no longer available for install, REMOVE ONLY *******

Company Owned Streetlights **(ENTERGY)**

____	175w MV open bottom streetlight(s), 30" bracket	rate code	LA_CMV_1E
____	175w MV open bottom streetlight(s)	rate code	LA_CMV_1D
____	250w MV open bottom streetlight(s)	rate code	LA_CMV_1C
____	250w MV enclosed streetlight(s)	rate code	LA_CMV_1B
____	400w MV enclosed streetlight(s)	rate code	LA_CMV_1A

Customer Owned Streetlights (**MUNICIPALITY**)

____	175w MV open bottom streetlight(s)	rate code	LA_MV_2E
____	250w MV enclosed streetlight(s)	rate code	LA_MV_2D
____	400w MV enclosed streetlight(s)	rate code	LA_MV_2C
____	1000w MV enclosed streetlight(s)	rate code	LA_MV_2A

LOCATION OF LIGHT(s): **181 Waterplant Road**

If light is to be installed, will requested light be installed on an existing pole with available facilities (Transformers, Secondary wires) to serve the light?
____ Yes X No _____ Not Sure _____

Company Use Only
Order Generated: YES___
Sent To: Construction _____ Engineering ____
Estimated completion date: ____/____/____
Name: _____
Date: ____/____/____

Flo Dumas
Lighting Coordinator
985-479-2011 Office
985-479-2018 fax
225-206-7646 Cell
fdumas@entergy.com

Venita Chauvin

RLD #1

From: Margaret Mcmeel
Sent: Thursday, February 1, 2018 2:31 PM
To: Venita Chauvin
Cc: Suzette Thomas; Scotty Dryden
Subject: FW: 181 WaterPlant Rd. - street light shot out 3rd time

Good Afternoon, Venita:

Could you please put this street light on council agenda to upgrade to 250-watt HPS?

Please call me with any questions.

Thank you,

Margaret McMeel
TPCG Administrative Coordinator I
Utilities Administration – Electric and Gas Distribution
mmcmeel@tpcg.org
985-873-6759
985-873-6770 fax

From: LAMARTINA, MIKI [mailto:MLAMART@entergy.com]
Sent: Thursday, January 25, 2018 7:28 AM
To: Margaret Mcmeel <mmcmeel@tpcg.org>
Subject: RE: 181 WaterPlant Rd. - street light shot out 3rd time

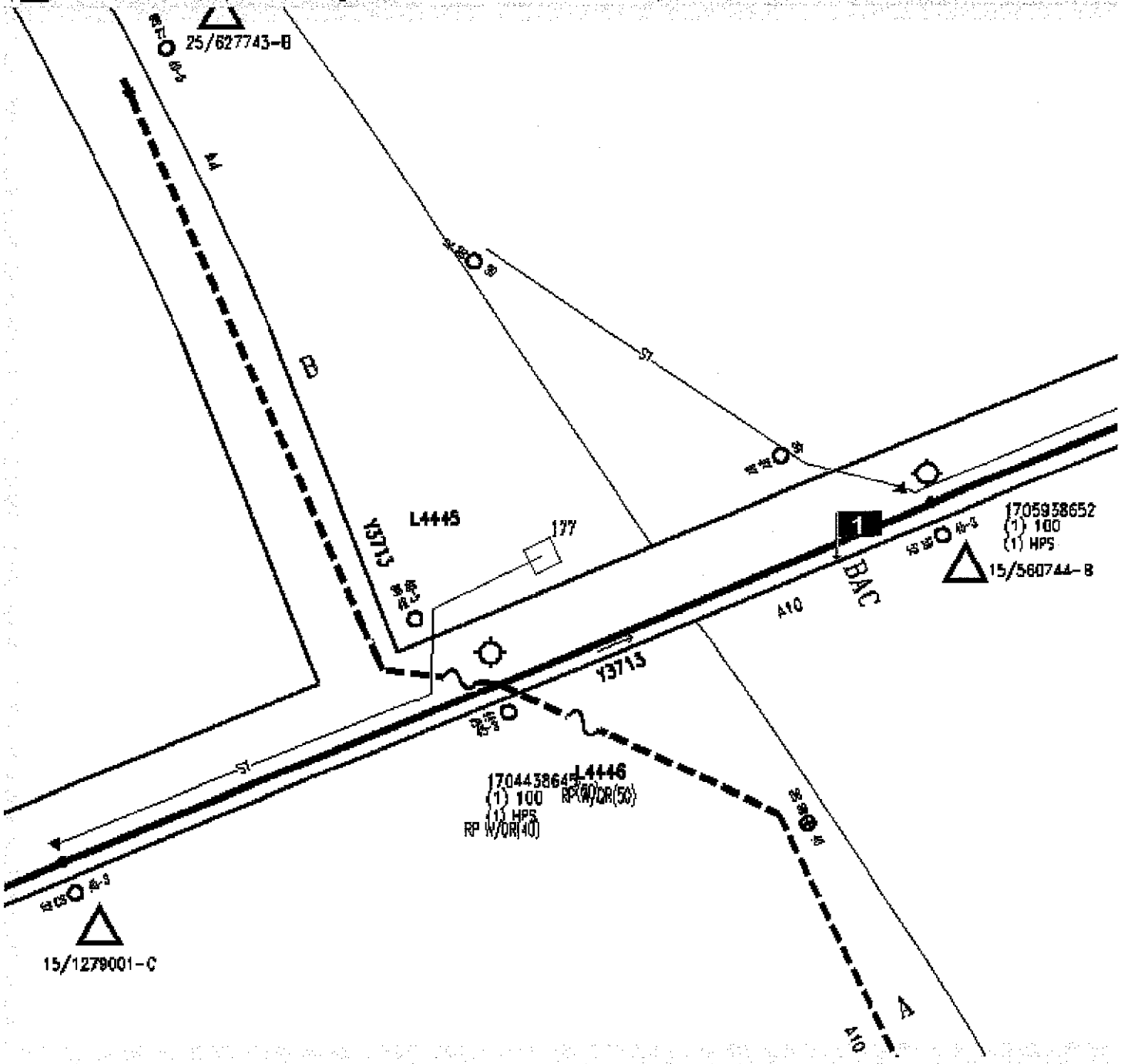
That's a 100 w hps, guess everyone got BB guns for Christmas.

SIAS Explorer: http://amfmomla1p.prod.entergy.com:8080/SIAS-DM/index.jsp?action=gotoMap&cmd=DL(

<< Back | Forward >> | Stop | Print

File View Tools Help

1:849 | 501-1000 | Select View



No objects selected or no data available

-----Original Message-----
From: Margaret Mcmeel [mailto:mmcmeel@tpcg.org]
Sent: Thursday, January 25, 2018 7:25 AM
To: LAMARTINA, MIKI
Subject: RE: 181 WaterPlant Rd. - street light shot out 3rd time

EXTERNAL SENDER. DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password.

The vandal globes we carry are for 250-HPS and above, what is the wattage of this light?

Thank you,

Margaret McMeel
TPCG Administrative Coordinator I
Utilities Administration - Electric and Gas Distribution mmcmeel@tpcg.org
985-873-6759
985-873-6770 fax

-----Original Message-----
From: LAMARTINA, MIKI [mailto:MLAMART@entergy.com]
Sent: Thursday, January 25, 2018 6:53 AM
To: DUMAS, FLORENCE J <FDUMAS@entergy.com>; Margaret Mcmeel <mmcmeel@tpcg.org>
Subject: FW: 181 WaterPlant Rd. - street light shot out 3rd time

Flo / Margaret
I got another one this street light has been shot out 3 times. Please advise what you would like for us to do?

Thank You,
Miki

-----Original Message-----
From: mlamart@entergy.com [mailto:mlamart@entergy.com]
Sent: Thursday, January 25, 2018 6:43 AM
To: LAMARTINA, MIKI
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Sent by: mlamart [mlamart@entergy.com]
Number of Images: 3
Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Terrebonne Office/2121 East Tunnel Blvd//1/
Device Name: TER01X7835

Category Number: 5.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Recreation District No. 1

Item Summary:
Recreation District No. 1 Board: One vacancy due to a resignation. Mr. Anthony Bruce Rainey, Sr. submits application.

ATTACHMENTS:

Description	Upload Date	Type
Notice to Public	1/30/2018	Backup Material
Application	1/30/2018	Application

NOTICE TO THE PUBLIC

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. *At at upcoming meeting of the Parish Council, individuals are scheduled to be appointed to each of the following entities:

Recreation District No. 1 Board: One vacancy due to resignation. *(2/7/18)

Recreation District No. 3A Board: One vacancy to fill unexpired term. *(2/7/18)

Recreation District No. 5 Board: One expired term. *(2/7/18)

Recreation District No. 6 Board. One vacancy to fill unexpired term. *(2/7/18) (Interested individuals must be a resident of the recreation district and be willing to attend regularly-scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities.)

Recreation District No. 8 Board: One expiring term. *(2/7/18)

Fire District No. 10 Board: One expired term. *(2/7/18)

(Interested individuals applying for Fire District Boards must be resident property taxpayers of the Fire Districts they are applying for and interested in the administration of fire protection services in the area**.)**

Houma Area Convention & Visitors' Bureau: One expiring term. Individuals must be nominated by a private, nonprofit group that has an interest in one or more aspects of the tourist industry. *(2/7/18)

Houma-Terrebonne Public Trust Finance: One expiring term. Interested citizens should be a resident of the parish and interested in overseeing a financial program for the parish.*(2/7/18)

Houma Board of Zoning Adjustments: One vacancy for alternate position. Interested individuals must be landowners and qualified voters of the urban planning district of the Parish. *(2/7/18)

Terrebonne Parish Youth Advisory Council: 2 representatives from each of the following High Schools: Covenant Christian, H. L. Bourgeois, Houma Christian, South Terrebonne, Terrebonne, and Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal. *(2/7/18)

Terrebonne Parish Tree Board: Two expiring terms and one vacancy due to resignation. The Board's responsibility is to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, within public rights-of-way along streets and in other public areas. *(2/7/18)

Terrebonne Parish Library Board of Control: One expiring term. Interested individuals must be citizens of Terrebonne Parish and must be willing to perform all duties and powers with respect to the parish public library system as enumerated by state law. *(2/21/18)

Anyone interested in serving or nominating an individual to serve on these boards should contact the Council Clerk's Office (985-873-6519) or vchauvin@tpcg.org. A board application may be downloaded from the Parish's webpage at http://www.tpcg.org under the Boards, Committees, and Commissions tab. The completed form should be returned to the Council Clerk's Office no later than 4:00 p.m. on the Monday immediately prior to the Council Meetings indicated above. A brief résumé and/or letter of interest in serving should also be prepared and submitted.
VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * * * * *

RETURN TO: **DATE:** 12-30-2017

Mrs. Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: vchauvin@tpcg.org
FAX: 985-873-6521

The application of Anthony Bruce Rainey Sr.,
(Name)

of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

P.O. Box 1391 / 3593 Hwy 316 Gray La 70359-1391

arainey2v@icloud.com 985-381-7617

Applicant wishes to qualify for appointment as a member of Recreation District (Name of No. 1 in this Parish, and states the following:
Board/Commission)

A. Applicant has maintained their primary residence in the Parish of Terrebonne at 3593 Hwy 316 Gray La 70359
(current address)
for 7 yrs.
(number of consecutive years)

B. Applicant resides in and is a registered voter of council district number 2.

C. Applicant, applying for membership to the Fire Protection District Board, is a resident property taxpayer in his/her respective district.

D. Applicant has not been convicted of a felony.

E. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on Recreation District no. 1.
(Name of Board/Commission)

F. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on Recreation District no. 1.
(Name of Board/Commission)

G. Applicant is aware of the meeting requirements of Recreation District no. 1
(Name of Board/Commission)

H. Applicant shall be a Terrebonne Parish registered voter.

*A copy of your resume shall be attached for our consideration

Anthony B. Rainey Sr.
(Signature of applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1."personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.
2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.
3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.
01/05/11

Category Number: 5.
Item Number: B.

Wednesday, February 7, 2018

Item Title:
Recreation District No. 3 Board

Item Summary:
Recreation District No. 3 Board: One vacancy to fill an unexpired term.

ATTACHMENTS:

Description	Upload Date	Type
Notice to Public	1/30/2018	Cover Memo

NOTICE TO THE PUBLIC

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. *At at upcoming meeting of the Parish Council, individuals are scheduled to be appointed to each of the following entities:

Recreation District No. 1 Board: One vacancy due to resignation. *(2/7/18)

Recreation District No. 3A Board: One vacancy to fill unexpired term. *(2/7/18)

Recreation District No. 5 Board: One expired term. *(2/7/18)

Recreation District No. 6 Board. One vacancy to fill unexpired term. *(2/7/18) (Interested individuals must be a resident of the recreation district and be willing to attend regularly-scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities.)

Recreation District No. 8 Board: One expiring term. *(2/7/18)

Fire District No. 10 Board: One expired term. *(2/7/18)

(Interested individuals applying for Fire District Boards must be resident property taxpayers of the Fire Districts they are applying for and interested in the administration of fire protection services in the area**.)**

Houma Area Convention & Visitors' Bureau: One expiring term. Individuals must be nominated by a private, nonprofit group that has an interest in one or more aspects of the tourist industry. *(2/7/18)

Houma-Terrebonne Public Trust Finance: One expiring term. Interested citizens should be a resident of the parish and interested in overseeing a financial program for the parish.*(2/7/18)

Houma Board of Zoning Adjustments: One vacancy for alternate position. Interested individuals must be landowners and qualified voters of the urban planning district of the Parish. *(2/7/18)

Terrebonne Parish Youth Advisory Council: 2 representatives from each of the following High Schools: Covenant Christian, H. L. Bourgeois, Houma Christian, South Terrebonne, Terrebonne, and Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal. *(2/7/18)

Terrebonne Parish Tree Board: Two expiring terms and one vacancy due to resignation. The Board's responsibility is to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, within public rights-of-way along streets and in other public areas. *(2/7/18)

Terrebonne Parish Library Board of Control: One expiring term. Interested individuals must be citizens of Terrebonne Parish and must be willing to perform all duties and powers with respect to the parish public library system as enumerated by state law. *(2/21/18)

Anyone interested in serving or nominating an individual to serve on these boards should contact the Council Clerk's Office (985-873-6519) or vchauvin@tpcg.org. A board application may be downloaded from the Parish's webpage at http://www.tpcg.org under the Boards, Committees, and Commissions tab. The completed form should be returned to the Council Clerk's Office no later than 4:00 p.m. on the Monday immediately prior to the Council Meetings indicated above. A brief résumé and/or letter of interest in serving should also be prepared and submitted.
VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * * * * *

Category Number: 5.
Item Number: C.

Wednesday, February 7, 2018

Item Title:
Recreation District 5

Item Summary:
Recreation District No. 5: One expiring term. Mr. Brock Verdin submits an application for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Board Application	1/30/2018	Report

RETURN TO: **DATE:** 1/10/18

Mrs. Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: vchauvin@tpcg.org
FAX: 985-873-6521

The application of Brock Verdin
(Name)

of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

147 Casey Drive
Bourg, LA. 70343

Applicant wishes to qualify for appointment as a member of Recreation District 5 (Name of Board/Commission) in this Parish, and states the following:

A. Applicant has maintained their primary residence in the Parish of Terrebonne at 147 Casey Drive, Bourg, LA. 70343 (current address) for 1 (number of consecutive years).

B. Applicant resides in and is a registered voter of council district number 9.

C. Applicant, applying for membership to the Fire Protection District Board, is a resident property taxpayer in his/her respective district.

D. Applicant has not been convicted of a felony.

E. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on Recreation District 5. (Name of Board/Commission)

F. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on Recreation District 5. (Name of Board/Commission)

G. Applicant is aware of the meeting requirements of Recreation District 5 (Name of Board/Commission)

H. Applicant shall be a Terrebonne Parish registered voter.

*A copy of your resume shall be attached for our consideration

Brock Verdin
(Signature of applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1."personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.
2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.
3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.
01/05/11

5C

Venita Chauvin

From: Brock Verdin [brockverdin@att.net]
Sent: Wednesday, January 10, 2018 1:30 PM
To: Venita Chauvin
Subject: Application for Recreation District 5
Attachments: Application for Rec Board.pdf

Please see attached

Brock Verdin
Senior Quality Assurance Consultant

T: +1 281-847-4300
E: Brock.Verdin@att.net
M: 985-232-6985

NDE Technical Services Inc.
19500 State Hwy 249, Suite 560
Houston, Texas 77070
USA
www.edifgroup.com

Category Number: 5.
Item Number: D.

Wednesday, February 7, 2018

Item Title:
Recreation District No. 6 Board

Item Summary:
Recreation District No. 6 Board: One vacancy due to resignation.

ATTACHMENTS:

Description	Upload Date	Type
Notice to Public	1/30/2018	Backup Material

NOTICE TO THE PUBLIC

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. *At at upcoming meeting of the Parish Council, individuals are scheduled to be appointed to each of the following entities:

Recreation District No. 1 Board: One vacancy due to resignation. *(2/7/18)

Recreation District No. 3A Board: One vacancy to fill unexpired term. *(2/7/18)

Recreation District No. 5 Board: One expired term. *(2/7/18)

Recreation District No. 6 Board. One vacancy to fill unexpired term. *(2/7/18) (Interested individuals must be a resident of the recreation district and be willing to attend regularly-scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities.)

Recreation District No. 8 Board: One expiring term. *(2/7/18)

Fire District No. 10 Board: One expired term. *(2/7/18)

(Interested individuals applying for Fire District Boards must be resident property taxpayers of the Fire Districts they are applying for and interested in the administration of fire protection services in the area**.)**

Houma Area Convention & Visitors' Bureau: One expiring term. Individuals must be nominated by a private, nonprofit group that has an interest in one or more aspects of the tourist industry. *(2/7/18)

Houma-Terrebonne Public Trust Finance: One expiring term. Interested citizens should be a resident of the parish and interested in overseeing a financial program for the parish.*(2/7/18)

Houma Board of Zoning Adjustments: One vacancy for alternate position. Interested individuals must be landowners and qualified voters of the urban planning district of the Parish. *(2/7/18)

Terrebonne Parish Youth Advisory Council: 2 representatives from each of the following High Schools: Covenant Christian, H. L. Bourgeois, Houma Christian, South Terrebonne, Terrebonne, and Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal. *(2/7/18)

Terrebonne Parish Tree Board: Two expiring terms and one vacancy due to resignation. The Board's responsibility is to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, within public rights-of-way along streets and in other public areas. *(2/7/18)

Terrebonne Parish Library Board of Control: One expiring term. Interested individuals must be citizens of Terrebonne Parish and must be willing to perform all duties and powers with respect to the parish public library system as enumerated by state law. *(2/21/18)

Anyone interested in serving or nominating an individual to serve on these boards should contact the Council Clerk's Office (985-873-6519) or vchauvin@tpcg.org. A board application may be downloaded from the Parish's webpage at http://www.tpcg.org under the Boards, Committees, and Commissions tab. The completed form should be returned to the Council Clerk's Office no later than 4:00 p.m. on the Monday immediately prior to the Council Meetings indicated above. A brief résumé and/or letter of interest in serving should also be prepared and submitted.
VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * * * * *

Category Number: 5.
Item Number: E.

Wednesday, February 7, 2018

Item Title:
Recreation District No. 8 Board

Item Summary:
Recreation District No. 8 Board: One expiring term. Mr. Johnny Marks would like to be considered for re-appointment.

ATTACHMENTS:

Description	Upload Date	Type
Reappointment request	1/30/2018	Backup Material

Venita Chauvin

From: Johnny Marks [johnnymarks@scl.edu]
Sent: Tuesday, January 23, 2018 7:27 AM
To: Venita Chauvin
Subject: Venita H. Chauvin good morning . I Johnny L. Marks wish to be reappointmented to said position Recreation District No.8 prior to the term expiration date.

Category Number: 5.
Item Number: F.

Wednesday, February 7, 2018

Item Title:
Fire District No. 10

Item Summary:
Fire Protection District No. 10: One expired term. Mr. Samual Small, Jr. submits application

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ATTACHMENTS:

Description	Upload Date	Type
Board Application	1/30/2018	Application

RETURN TO: **DATE:** 1-18-17

Mrs. Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: vchauvin@tpcg.org
FAX: 985-873-6521

The application of Samuel Small Jr,
(Name)

of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

1603 Dr. Beatrous Rd, Theriot, La.
985-346-4313

Applicant wishes to qualify for appointment as a member of Bayou Dularge (Name of Fire Department in this Parish, and states the following:
Board/Commission)

A. Applicant has maintained their primary residence in the Parish of Terrebonne at 1603 Dr. Beatrous Rd Theriot La 70397
(current address)
for over 30 years.
(number of consecutive years)

B. Applicant resides in and is a registered voter of council district number 7.

C. Applicant, applying for membership to the Fire Protection District Board, is a resident property taxpayer in his/her respective district.

D. Applicant has not been convicted of a felony.

E. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on Bayou Dularge Fire Board
(Name of Board/Commission)

F. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on Bayou Dularge Fire Board.
(Name of Board/Commission)

G. Applicant is aware of the meeting requirements of TID.
(Name of Board/Commission)

H. Applicant shall be a Terrebonne Parish registered voter.

*A copy of your resume shall be attached for our consideration

Samuel Small Jr
(Signature of applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1."personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.
2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.
3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.
01/05/11

Category Number: 5.
Item Number: G.

Wednesday, February 7, 2018

Item Title:
Public Trust Finance

Item Summary:
Houma-Terrebonne Public Trust Finance: One expiring term.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	1/5/2018	Resolution

NOTICE TO THE PUBLIC

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. *At at upcoming meeting of the Parish Council, individuals are scheduled to be appointed to each of the following entities:

Recreation District No. 3A Board: One vacancy to fill unexpired term. *(1/10/18)

Recreation District No. 5 Board: One expiring term. *(1/10/18)

Recreation District No. 6 Board. One vacancy to fill unexpired term. *(1/10/18)

Recreation District No. 8 Board: One expiring term. *(2/7/18)

(Interested individuals must be a resident of the recreation district and be willing to attend regularly-scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities.)

Bayou Cane Fire District Board: One expiring term. *(1/10/18)

Village East Fire Board: Two expiring terms. *(1/10/18)

Fire District No. 5: Four expiring terms. *(1/10/18)

Fire District No. 6 Board: Two expiring terms. *(1/10/18)

Fire District No. 7 Board: Three expiring terms. *(1/10/18)

Fire District No. 8 Board: One expiring term. *(1/10/18)

Fire District No. 10 Board: One expiring term. *(1/10/18)
(Interested individuals applying for Fire District Boards must be resident property taxpayers of the Fire Districts they are applying for and interested in the administration of fire protection services in the area**.)**

Houma Area Convention & Visitors' Bureau: One expiring term. Individuals must be nominated by a private, nonprofit group that has an interest in one or more aspects of the tourist industry. *(1/10/18)

Houma-Terrebonne Public Trust Finance: One expiring term. Interested citizens should be a resident of the parish and interested in overseeing a financial program for the parish.*(1/10/18)

Terrebonne Parish Tree Board: Three expiring terms. The Board's responsibility is to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, within public rights-of-way along streets and in other public areas. *(2/7/18)

Anyone interested in serving or nominating an individual to serve on these boards should contact the Council Clerk's Office (985-873-6519) or vchauvin@tpcg.org. A board application may be downloaded from the Parish's webpage at http://www.tpcg.org under the Boards, Committees, and Commissions tab. The completed form should be returned to the Council Clerk's Office no later than 4:00 p.m. on the Monday immediately prior to the Council Meetings indicated above. A brief résumé and/or letter of interest in serving should also be prepared and submitted.
VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
* * * * * * * * *

Category Number: 5.
Item Number: H.

Wednesday, February 7, 2018

Item Title:
Houma Area Convention & Visitors' Bureau

Item Summary:
Houma Area Convention & Visitors' Bureau: One expired term. Mr. Billy Gaston submits application and resume'.

ATTACHMENTS:

Description	Upload Date	Type
Term Expiration	10/5/2017	Backup Material
Appliccation and resume	2/5/2018	Application

DIRK J. GUIDRY, CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
CHRISTA M. DUPLANTIS-PRATHER, RN
DISTRICT 7
ALIDORE "AL" MARMANDE
DISTRICT 9
STEVE TROSCLAIR

STEVE TROSCLAIR, VICE CHAIRMAN

DISTRICT 2
ARLANDA J. WILLIAMS
DISTRICT 4
SCOTTY DRYDEN
DISTRICT 6
DARRIN W.GUIDRY, Sr.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
VENITA H. CHAUVIN

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
vchauvin@tpcg.org www.tpcg.org

October 3, 2017

MEMO TO: Venita H. Chauvin
Council Clerk

FROM: Tammy Triggs TET
Senior Minute Clerk

RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of November 2017:

Downtown Development Corp.	Carmen E. Waitz (President)	11-01-17
	Mary Jane Peters	11-01-17
	Dale Norred (Historical Society)	11-01-17
	Ronald Lirette	11-01-17
Planning Commission	Wayne Thibodeaux	11-30-17*
Houma Terrebonne Convention Bureau	Mary Wayne	12-31-17
	Anne Picou	12-31-17

By copy of this memo, individuals are being requested to ***contact Council Clerk Venita H. Chauvin*** at **(985) 873-6520** or ***vchauvin@tpcg.org*** to express their wishes with regards to (re)appointment to said positions ***prior to the term expiration date***.

/tet
cc: Council Agenda File
Organizations/Individuals

Venita Chauvin

From: BILLY GASTON [da_cajunman1@yahoo.com]
Sent: Monday, February 5, 2018 11:11 AM
To: Venita Chauvin
Subject: Application for Houma C V B Board seat
Attachments: APP. FOR CVB BOARD MEMBER.jpeg; BILLY J. GASTON RESUME' FOR 2018 C.V.B. BOARD.docx

Please send me a confirmation email stating that you have received this email and you were able to open the (2) attached files for my #1. Resume' and my #2. application for the Houma Area Convention and Visitors Bureau board seat.

Thank you,
Billy J. Gaston

2-7-18

AGENDA

5H

RETURN TO: **DATE:** 1-30-18

Mrs. Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: vchauvin@tpcg.org
FAX: 985-873-6521

The application of Billy John Gaston.
(Name)

of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

506 PARIS LN. Houma, LA. 70363
DA_CAJUNMAN1@yahoo.com / 985-868-4625 / 985-855-3771

Applicant wishes to qualify for appointment as a member of Houma Area Convention & Visitors Bureau (Name of Board/Commission) in this Parish, and states the following:

A. Applicant has maintained their primary residence in the Parish of Terrebonne at 506 PARIS LN. Houma, LA. 70363 (current address) for 32 (number of consecutive years).

B. Applicant resides in and is a registered voter of council district number 00/44.

C. Applicant, applying for membership to the Fire Protection District Board, is a resident property taxpayer in his/her respective district.

D. Applicant has not been convicted of a felony.

E. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on Houma CVB. (Name of Board/Commission)

F. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on Houma CVB. (Name of Board/Commission)

G. Applicant is aware of the meeting requirements of Houma CVB. (Name of Board/Commission)

H. Applicant shall be a Terrebonne Parish registered voter.

*A copy of your resume shall be attached for our consideration

Billy J. Gaston
(Signature of applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1."personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.
2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.
3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.
01/05/11

RESUME'

BILLY J. GASTON

506 PARIS LN. HOUMA LA. 70363

Business Cell Ph. # 985-868-4625 / Personal Cell ph. # 985-855-3771

Da_cajunman1@yahoo.com

HISTORY AND EXPERIENCE

A Skilled professional working in the oil and gas industry for over 38 years. Owned and Operated Pride Welding Service, LLC in Houma, LA. For over 18 years. Worked mostly on drilling rigs and specialized in Well Installations. I was also a maintenance Welder and Fabricator and was in charge of over 26 offshore platforms for Chevron, Moble oil and gas and Freeport McMoran.

After the B.P. oil spill, I decided to change my profession and went into the Tourism Industry. I love bringing visitors from all over the world into our beautiful Bayou Country and showing them the most beautiful bayous and swamps Louisiana has to offer. I was born and raised on the bayou and I Love our Cajun Heritage, so I bought Cajun Man's Swamp Tours in Gibson, LA. From Mr. Black Guidry three years ago, this is the best thing I have ever done in my life. Showing the world what I love and educating them about our way of life, the Eco system, Birds of all sorts, Eagles, Alligators, Wildlife and more. Also pointing out the different types of trees, plants and flora that grow here in south Louisiana. I would love to have the opportunity to do more in the Tourist industry, working closely with the Houma C.V.B. and our Lt. Governor to bring more Tourist into our parish so all Businesses in our area can benefit from tourism.

PERSONAL INFORMATION: Married to Tammy for 38 years, we have 3 Daughters and 7 Grandchildren. I was Born and raised in Houma, LA. Lived at 506 Paris Ln. Houma, LA. For over 32 years. My Great, Great Grandfather was one of the first Cajun Settlers here in South Louisiana; he was given a Spanish Land Grant from Spain in the mid 1700's and settled on the coast of Terrebonne Parish. (Last Island) his name is in our History books, Mr. Jean Voisin, he was a Hunting and Fishing Guide, Wine Maker, Oyster farmer, Shrimper, Crabber, Trapper, Farmer and Carpenter.(Jack of all Trades)

SKILLS

- Project Management
- Drafting / Estimating Projects
- Safety and Spearheading Operations
- Supervising and Consulting
- Certified on all Welding Codes and Procedures
- Fabrication / Construction Skills
- Executive Team Leadership
- Budgeting and Finance
- Computer Skills
- Bookkeeping
- Strategic Planning
- Booking Tours and Events
- Coordinating and Hosting Events
- Tour Guide
- Sales
- Advertising
- 100 - ton Coast Guard Licensed Boat Captain
- Entertainment and Story Telling
- Knowledge of Cajun History and our Heritage
- Knowledge of our Eco - System and the Environment
- Problem Solving
- Creative Ideas and Skills
- Avid Hunter, Fisherman, Alligator Hunter, Shrimper, Trapper, Craw fisherman, Etc.

RELIGIOUS POSITIONS AND EXPERIENCE

* Commissioned in 2012 as a Lay Evangelist for the Diocese of Houma / Thibodaux

* Coordinator for a Men and Women's Prayer Group

* Eucharistic Homebound Minister

* Minister for my Homeless Ministry in Terrebonne Parish

* Member of Haiti Missions Inc.

* Member of Manresa

* Member of Cursillo

* Member of the Catholic Charismatic Renewal

* Music Ministry

* Parishioner of Annunziata Church

EDUCATION AND CERTIFICATIONS

Attended Houma Elementary, Southdown Middle School, Houma Junior High, and Terrebonne High School from 1966 - 1978.

Welding School at Delta 1978

Certified Welder on Plate & Pipe on all codes / procedures and on all angles from 1979 – 2015 with all major oil companies and others.

H 2 S Gas Certifications

Certified in Safety, C.P.R. & Fire Fighting

Certified in M.M.S. Safety and Operations

Heavy Equipment Operator

Hydraulic Crane Operator

Diesel Hammer Operator

Certified 100 – ton Coast Guard Boat Captain

Certified Vessel safety

Certified First Aid & C.P.R.

Certified Fire Safety

Certified Safe Environment

Computer Courses

Thank you for your consideration for me to serve on the board of the Houma Convention and Visitors Bureau, so we can work together to make Terrebonne Parish the No. # 1 Tourist destination when travelers come to Louisiana.

Category Number: 5.
Item Number: I.

Wednesday, February 7, 2018

Item Title:
Youth Advisory Council

Item Summary:
Terrebonne Parish Youth Advisory Council: Two representatives from each of the following High Schools: Covenant Christian, H. L. Bourgeois, Houma Christian, South Terrebonne, Terrebonne, and Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal.

ATTACHMENTS:

Description	Upload Date	Type
YAC Established	1/5/2018	Backup Material

NOT VOTING: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman recognized Miss Alina Merlos, Executive Director for the United Way for South Louisiana, who explained the importance of establishing a Youth Council and adult volunteerism. She continued that questionnaires will be submitted to students attending high schools in Terrebonne Parish to determine and assess the needs of the youths. After the questionnaires are reviewed, members of the community and local businesses will be asked to assist in the needs of the youths.

Mr. R. Boudreaux moved, seconded unanimously, "THAT, the Policy, Procedure, & Legal Committee recommend to the Assembled Council to establish a twenty-one (21) member Youth Advisory Council." **(MOTION AMENDED AFTER DISCUSSION)

The Chairman recognized Mr. R. Boudreaux who requested that adult supervision be provided and the Council open nominations for the Youth Council.

12/3/97

Discussion ensued relative to the age limit for members of the Youth Council.

Mr. R. Boudreaux offered an amendment, seconded unanimously, "THAT, the Policy, Procedure, & Legal Committee recommend to the Assembled Council to establish a twenty-one (21) member Youth Advisory Council consisting of teenagers ages 13 to 18 with adults supervisors Miss Alina Merlos, Executive Director of the United Way for South Louisiana, Ms. Dale Norred, Human Resources Director, and Mr. W. Thibodeaux, open nominations, and send written communication to the various schools informing them of the Council's action and request nominees to serve on the Council."

The Chairman called for the vote on the amendment offered by Mr. R. Boudreaux.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: R. Boudreaux, J. B. Breaux, C. Chauvin, C. Duplantis, P. Gabriel, D. Henry, H. Lapeyre, C. Rogers and W. Thibodeaux.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Henry moved, seconded by Mr. R. Boudreaux, "THAT, the Policy, Procedure, & Legal Committee deviate from the written to discuss additional members of the Ad Hoc Committee for the appointment of the Houma-Terrebonne Regional Planning Commission."

The Chairman called for the vote on the motion offered by Mr. D. Henry.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: R. Boudreaux, J. B. Breaux, C. Chauvin, C. Duplantis, P. Gabriel, D. Henry, H. Lapeyre, C. Rogers and W. Thibodeaux.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman appointed Mr. P. Gabriel as a member of the Ad Hoc Committee for the appointment of Houma-Terrebonne Regional Planning Commission members at this time.

Mr. R. Boudreaux moved, seconded unanimously, "THAT, there being no further business to come before the Policy, Procedure, & Legal Committee, the meeting be adjourned."

The Chairman called for the vote on the motion offered by Mr. R. Boudreaux.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: R. Boudreaux, J.B. Breaux, C. Chauvin, C. Duplantis, P. Gabriel, D. Henry, H. Lapeyre, C. Rogers and W. Thibodeaux.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. R. Boudreaux moved, seconded by Mr. W. Thibodeaux, "THAT, the Council hold nominations open until 2/25/98 for the vacant position on the Houma Civil Service Board with the resignation of Reverend James Allen."

The Chairman called for vote on the motion offered by Mr. R. Boudreaux.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: H. Lapeyre, C. Rogers, C. Chauvin, D. Henry, P. Gabriel, W. Thibodeaux, R. Boudreaux, C. Duplantis and J. B. Breaux.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mrs. C. Rogers moved, seconded by Mrs. R. Boudreaux, "THAT, the Council hold nominations open until 2/25/98 for the expired terms of Mr. Keith Poiencot and Mr. Al Voisin on the Fire Protection District No. 10 Board."

The Chairman called for a vote on the motion offered by Mrs. C. Rogers.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: H. Lapeyre, C. Rogers, C. Chauvin, D. Henry, P. Gabriel, W. Thibodeaux, R. Boudreaux, C. Duplantis and J. B. Breaux.

NAYS: None.

ABSTAINING: None.

ABSENT: None.

2/11/98

The Chairman declared the motion adopted.

Chairman D. Henry stated that a voice vote of the Council would be taken to allow Council Members and the Parish President to appoint two members to the newly established Youth Advisory Council from the nominations submitted. He also stated that the Council Member from District 7 would appoint three members because before the meeting, numbers 1 through 9 were placed in a cup with one number being pulled to determine which Council Member would be allowed to appoint three members to the twenty-one member committee and District 7 was pulled.

The Chairman called for a voice vote of the Council and Parish President to determine the appointees to the newly established Youth Advisory Committee, whereupon the following was recorded:

H. LAPEYRE	**C. ROGERS**
Angelle Smith (Vandebilt) Kathryn Belanger (Vandebilt)	Sheri Poche' (Terrebonne) Michelle Elaine Grisham (Terrebonne) James Champagne (Dularge Middle)
C. CHAUVIN	**D. HENRY**
Shawna Lynn Fairchild (Ellender) Jessica Bergeron (Ellender)	Amanda Meche (Montegut Middle) Dustin Lambert (South Terrebonne)
P. GABRIEL	**W. THIBODEAUX**
held appointments over to 2/25/98	Justin Ballard (H. L. Bourgeois) & held 2nd appointment over to 2/25/98
R. BOUDREAUX	**C. DUPLANTIS**
Annette Louise Kimball (Terrebonne) Krystal Ann LeBoeuf (Evergreen)	Shelly McCaskill (Evergreen) Michele Stone (Evergreen)
J. B. BREAUX	**B. BONVILLAIN**
Tammy Breaux (Terrebonne) Chantel Billiot (Ellender)	Absent, so appointments held over to 2/25/98

Mr. R. Boudreaux moved, seconded by Mr. H. Lapeyre, "THAT, the Council open nominations for the vacancy on the Houma Public Trust Financing Authority, that Mr. Bobbie L. Howard and Mr. Robert Picou be nominated, that nominations be

Category Number: 5.
Item Number: J.

Wednesday, February 7, 2018

Item Title:
Terrebonne Parish Tree Board

Item Summary:
Terrebonne Parish Tree Board: Two expiring terms and one vacancy due to resignation. Ms.Sandy Wright Ostheimer and Ms. Melissa Hutchinson would like to be considered for re-appointment. Mr. Michael Niette submits application.

ATTACHMENTS:

Description	Upload Date	Type
Request to be considereed	1/30/2018	Backup Material
Application	1/30/2018	Application
Application	1/30/2018	Application
Request for reappointment	2/2/2018	Backup Material

Venita Chauvin

From: sandy ostheimer [sandyost@yahoo.com]
Sent: Wednesday, January 24, 2018 3:05 PM
To: Venita Chauvin
Cc: Trudy Hebert; Linda Henderson
Subject: Reappointment to Terrebonne Parish Tree Board

Please add my name to be reappointed to the Tree Board for another term. Current term expires 02-23-18.
Thank you,
Sandy Wright Ostheimer

RETURN TO: **DATE:** 1-16-2018

2/7/18 Agenda

Mrs. Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: vchauvin@tpcg.org
FAX: 985-873-6521

The application of Michael Niette.
(Name)

of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

mgniette@gmail.com
(985) 226-6115

Applicant wishes to qualify for appointment as a member of Terrebonne Parish Tree Bd. in this Parish, and states the following:
(Name of Board/Commission)

A. Applicant has maintained their primary residence in the Parish of Terrebonne at 238 Gabasse St. (current address) for 3 (number of consecutive years).

B. Applicant resides in and is a registered voter of council district number C.

C. Applicant, applying for membership to the Fire Protection District Board, is a resident property taxpayer in his/her respective district.

D. Applicant has not been convicted of a felony.

E. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on Tree Bd. (Name of Board/Commission).

F. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on Tree Bd. (Name of Board/Commission).

G. Applicant is aware of the meeting requirements of Tree Bd. (Name of Board/Commission).

H. Applicant shall be a Terrebonne Parish registered voter.

*A copy of your resume shall be attached for our consideration

Michael G. Niette
(Signature of applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1."personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.
2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.
3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.
01/05/11

2/7/18 Agenda

Venita Chauvin

From: Missy Hutchinson [mhutchinson@banksynergy.com]
Sent: Friday, January 12, 2018 9:23 AM
To: Venita Chauvin
Subject: tree board
Attachments: mzhtree.pdf

Venita,
See attached the application for my appointment to the Tree Board. Please let me know if you need anything else.

Melissa

Melissa Z Hutchinson
Commercial Loan Administrator, Banking Officer
NMLS ID: 450027
Synergy Center Office
Houma, LA
Phone: 985-851-3341
Fax: 985-872-3606
www.banksynergy.com

RETURN TO: **DATE:** January 11, 2018

Mrs. Venita H. Chauvin, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361
E-Mail: vchauvin@tpcg.org
FAX: 985-873-6521

The application of Melissa Z. Hutchinson,
(Name)

of the full age of majority, whose primary residence and permanent mailing address, email address, and phone # is :

206 Swan Ave., Houma, LA 70363

home: 985-872-2371; cell: 985-804-7616; work: 985-851-3341

Applicant wishes to qualify for appointment as a member of TPCG Tree Board (Name of Board/Commission) in this Parish, and states the following:

A. Applicant has maintained their primary residence in the Parish of Terrebonne at 206 Swan Ave. Houma, LA 70363 (current address) for 18 + years. (number of consecutive years)

B. Applicant resides in and is a registered voter of council district number _____.

C. Applicant, applying for membership to the Fire Protection District Board, is a resident property taxpayer in his/her respective district.

D. Applicant has not been convicted of a felony.

E. To the best of his/her knowledge, Applicant will receive no personal economic benefit by serving on TPCG Tree Board. (Name of Board/Commission)

F. To the best of his/her knowledge, no member of applicant's immediate family will receive any personal economic benefit from applicant's service on TPCG Tree Board. (Name of Board/Commission)

G. Applicant is aware of the meeting requirements of TPCG Tree Board. (Name of Board/Commission)

H. Applicant shall be a Terrebonne Parish registered voter.

*A copy of your resume shall be attached for our consideration.

Melissa Z. Hutchinson
(Signature of applicant)

Providing false information on this application is grounds for immediate removal from any board or commission.

1."personal economic benefit" for purposes of this application, means that no applicant or his immediate family will receive any economic benefit from the applicant's service on said Board or Commission. Simply put, the applicant's actions/transactions while serving on the Board/Commission may result in profits for himself or his immediate family. A per diem received by applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of provision E.
2. "immediate family" for purposes of this application means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.
3. If any applicant is not aware of the meeting requirements of the particular Board/Commission to which he/she is applying for membership, he/she should determine this information by contacting a Board/Commission member or by contacting the office of the Council Clerk.
01/05/11

Venita Chauvin

From: Missy Hutchinson [mhutchinson@banksynergy.com]
Sent: Thursday, January 11, 2018 12:23 PM
To: Venita Chauvin
Subject: Tree Board
Attachments: mzh-tree.pdf

Venita,
I received a letter from you regarding my expiring term on the Tree Board. I'm not sure what I am supposed to do, other than let you know that I am still interested in being on the board. I have also attached my certificate for Ethics Training. Is this the reason I am receiving termination notice?

Please let me know if there is something else I need to do.

Thank you,
Melissa

Melissa Z Hutchinson
Commercial Loan Administrator, Banking Officer
NMLS ID: 450027
Synergy Center Office
Houma, LA
Phone: 985-851-3341
Fax: 985-872-3606
www.banksynergy.com

Category Number: 6.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Upcoming Vacancies

Item Summary:
Upcoming Vacancies:
Houma Board of Zoning Adjustments: One vacancy for Alternate Position.
Terrebonne Parish Library Board of Control: One expiring term.
Village East Fire Protection District Board One expired term to replace a member who was re-appointed, but did not want to be.

ATTACHMENTS:

Description	Upload Date	Type
Term expirations and Notice to Public	1/30/2018	Cover Memo

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
vchauvin@tpcg.org www.tpcg.org

January 29, 2018

MEMO TO: Venita H. Chauvin
Council Clerk

FROM: Tammy Triggs
Senior Minute Clerk

RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of March 2018:

Library Board	Gwen Talbot	03-11-18

By copy of this memo, individuals are being requested to ***contact Council Clerk Venita H. Chauvin*** at **(985) 873-6520** or ***vchauvin@tpcg.org*** to express their wishes with regards to (re)appointment to said positions ***prior to the term expiration date.***

/tet
cc: Council Agenda File
Organizations/Individuals

NOTICE TO THE PUBLIC

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. *At at upcoming meeting of the Parish Council, individuals are scheduled to be appointed to each of the following entities:

Recreation District No. 1 Board: One vacancy due to resignation. *(2/7/18)

Recreation District No. 3A Board: One vacancy to fill unexpired term. *(2/7/18)

Recreation District No. 5 Board: One expired term. *(2/7/18)

Recreation District No. 6 Board. One vacancy to fill unexpired term. *(2/7/18) (Interested individuals must be a resident of the recreation district and be willing to attend regularly-scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities.)

Recreation District No. 8 Board: One expiring term. *(2/7/18)

Fire District No. 10 Board: One expired term. *(2/7/18)

(Interested individuals applying for Fire District Boards must be resident property taxpayers of the Fire Districts they are applying for and interested in the administration of fire protection services in the area.)

Houma Area Convention & Visitors' Bureau: One expiring term. Individuals must be nominated by a private, nonprofit group that has an interest in one or more aspects of the tourist industry. *(2/7/18)

Houma-Terrebonne Public Trust Finance: One expiring term. Interested citizens should be a resident of the parish and interested in overseeing a financial program for the parish.*(2/7/18)

Houma Board of Zoning Adjustments: One vacancy for alternate position. Interested individuals must be landowners and qualified voters of the urban planning district of the Parish. *(2/7/18)

Terrebonne Parish Youth Advisory Council: 2 representatives from each of the following High Schools: Covenant Christian, H. L. Bourgeois, Houma Christian, South Terrebonne, Terrebonne, and Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal. *(2/7/18)

Terrebonne Parish Tree Board: Two expiring terms and one vacancy due to resignation. The Board's responsibility is to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, within public rights-of-way along streets and in other public areas. *(2/7/18)

Anyone interested in serving or nominating an individual to serve on these boards should contact the Council Clerk's Office (985-873-6519) or vchauvin@tpcg.org. A board application may be downloaded from the Parish's webpage at http://www.tpcg.org under the Boards, Committees, and Commissions tab. The completed form should be returned to the Council Clerk's Office no later than 4:00 p.m. on the Monday immediately prior to the Council Meetings indicated above. A brief résumé and/or letter of interest in serving should also be prepared and submitted.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
* * * * * * * * *

Category Number: 7.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Housing Authority

Item Summary:
Councilman John Navy:
Discussion and possible action relative to a request to assist the Houma-Terrebonne Housing Authority in repaying a debt to the Federal Government.

ATTACHMENTS:

Description	Upload Date	Type
Housing Authority det	2/1/2018	Backup Material

MEETING DATE:	02/07/17
COUNCIL MEMBER:	Councilman John Navy
SECTION OF AGENDA:	**MEMORIALS____** **GENERAL BUSINESS_ __** **PUBLIC HEARINGS_____** **PUBLIC TO ADDRESS THE COUNCIL_____** **COMMITTEE REPORTS_____** **STREET LIGHTS_____** **NOTICE OF MEETINGS_____** **LIQUOR PERMITS_____** **APPOINTMENTS/VACANCIES_____** **COUNCIL MEMBERS' DISCUSSION__X_ __** **ANNOUNCEMENTS_____** **STAFF REPORTS_____** **PETITION SUBMISSIONS_____** **ENGINEERS' REPORTS_____** **OTHER (SPECIFY)_____**
TOPIC:	Discussion and possible action relative to a request to assist the Houma-Terrebonne Housing Authority with repaying a debt to the Federal Government.

BACKUP INFORMATION:

ATTACHED:	**FORTHCOMING:**	**NOT NEEDED: XX**

TO BE PREPARED BY:	N/A
PERSON COMPLETING FORM:	Suzette Thomas
DATE:	02/01/18

Category Number: 8.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Council Members

Item Summary:
Council Members

Category Number: 8.
Item Number: B.

Wednesday, February 7, 2018

Item Title:
Parish President

Item Summary:
Parish President

Category Number: 9.
Item Number: A.

Wednesday, February 7, 2018

Item Title:
Milford & Associates, Inc.

Item Summary:
Milford & Associates, Inc.

ATTACHMENTS:

Description	Upload Date	Type
Milford and Associates, Inc. - February 2018	1/25/2018	Backup Material

PROJECT STATUS REPORT (VIA EMAIL vchauvin@tpcg.org)

February 14, 2018

1. PROJECT: COUNCIL DISTRICT 5

a. Parish Project No.:	15-BRG-12
b. Title:	MAYFIELD BRIDGE #1

2. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	30-MARCH-15
b. Type (Hourly, Lump Sum, %)	CURVE "A"
c. Total Fees (Basic Services)	$47,000.00

3. PLAN AND PREPARATION STATUS:

a. Right-of-Way & Permits (%)	100%
b. Soil Survey (%)	100%
c. Field Survey (%) (TOPO)	100%
d. Preliminary Plans (%)	100%
e. Final Plans (%)	100%
f. Estimated Bid Date	14-MARCH-17
g. Estimated Cost of Construction	$750,000.00

4. CONSTRUCTION STATUS:

a. Actual Bid Date	28-MARCH -17
b. Contractor	COASTAL BRIDGE CO., LLC
c. Contract Amount	$569,338.80
d. Work Order Issued	14-JUNE-17
e. Total Contract Time (Working Days)	120
f. Scheduled Completion Date	20-NOV-17
g. Time Elapse Days (%)	156 (130%)
h. Project Complete (%)	25%
i. Estimates Paid to Date ($)	$168,149.50
j. Date of Substantial Completion	

5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.

6. REMARKS: EASTERN HALF OF BRIDGE (PILES, CAPS AND DECKING) APPROXIMATELY 75% COMPLETE.

F.E. Milford III, P.E.

Category Number: 9.
Item Number: B.

Wednesday, February 7, 2018

Item Title:
T. Baker Smith

Item Summary:
T. Baker Smith

ATTACHMENTS:

Description	Upload Date	Type
T. Baker Smith - February 2018	2/2/2018	Backup Material

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MONTHLY STATUS REPORT

PREPARED BY:

AMBER L. PLESSALA, P.E.

KEVAN D. KEISER, P.E.

PHILIP CHAUVIN, JR., CONSTRUCTION GROUP MANAGER

KEVIN P. RIZZO, P.E.
ENGINEERING DISCIPLINE LEADER

FEBRUARY, 2018

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

   a. Parish Project No. 01-DRA-40
   b. TBS Project No 2010.0107
   c. Title Modeling & Improvements of 1-1B Drainage System Channels (Phase 1C, St. Louis Bayou, Country Estates to US 90)-District 5

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	$306,400.00
2. Current Budgeted Level	$111,147.00
3. Remaining to be earned at current budgeted level	$14,608.00
4. Earned to date	$96,539.00

4. PLAN PREPARATION STATUS:

a. Right-of-way	8% (3 of 24)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	$1,270,050.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TPCG will send us a Notice to Proceed with rights-of-way once they are ready to move forward with this project.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

   a. Parish Project No. 01-DRA-40
   b. TBS Project No 2010.0100
   c. Title 1-1B F.D. System Channel Improvements (Phase 1D) St. Louis Bayou, US 90 to LA 316 (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	$318,250.00
2. Current Budgeted Level	$126,664.00
3. Remaining to be earned at current budgeted level	$17,088.00
4. Earned to date	$109,576.00

4. PLAN PREPARATION STATUS:

a. Right-of-way	35% (9 of 26)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	$1,236,250.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TPCG will send us a Notice to Proceed with rights-of-way once they are ready to move forward with this project.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

a.	Parish Project No.	10-CDBG-WTR-70
b.	TBS Project No	2011.0086
c.	Title	Cedar Grove to Ashland Landfill Levee and Water Control Structure (CDBG) Project

3. PROFESSIONAL AGREEMENT:

a.	Date of Original Agreement	February 26, 2011
b.	Type (Hourly, Lump Sum, %)	% Construction
c.	Fees	
	1. Total Estimated (Basic & Additional)	$760,820.00
	2. Current Budgeted Level	$596,570.00
	3. Remaining to be earned at current budgeted level	$204,631.06
	4. Earned to date	$391,938.94

4. PLAN PREPARATION STATUS:

a.	Right-of-way	70%
b.	Permits	98%
c.	Soil Survey	50%
d.	Field Survey	100%
e.	Preliminary Plans	100%
f.	Final Plans	95%
g.	Estimated Bid Date	Not yet established
h.	Estimated Cost of Construction	$2,586,100.00

5. CONSTRUCTION STATUS:

a.	Actual Bid Date	N/A
b.	Contractor	N/A
c.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date ($)	N/A
j.	Date of Substantial Completion	N/A

6. REMARKS:

Ninety-five percent plans were submitted to the TPCG staff on 4/6/16. No comments have been received. Mitigation requirements were provided to Staff. Upon notice to proceed by staff, TBS shall begin landowner appropriation process.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

   a. Parish Project No. 02-DRA-28
   b. TBS Project No 2016.0217
   c. Title Phase 4, 1-1A FD Improvements-Pump Station

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 29, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum
c. Fees	
5. Total Estimated (Basic & Additional)	$436,123
6. Current Budgeted Level	$419,400
7. Remaining to be earned at current budgeted level	$226,335
8. Earned to date	$193,065

4. PLAN PREPARATION STATUS:

a. Right-of-way	75%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	60%
g. Estimated Bid Date	June, 2018
h. Estimated Cost of Construction	$3,325,675

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS submitted preliminary plans to TPCG and DOTD in Dec. 2016.
TBS continues to prepare final design drawings. TBS is monitoring State Lands permit as necessary.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

   a. Parish Project No. 01-DRA-44
   b. TBS Project No 2001.0086
   c. Title Mount Pilgrim Forced Drainage Area 6-3-Humphries (District 2)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 26,2001
b. Type (Hourly, Lump Sum, %)	Lump Sum
c. Fees	
1. Total Estimated (Basic & Additional)	$813,700.00
2. Current Budgeted Level	$402,166
3. Remaining to be earned at current budgeted level	$132,598
4. Earned to date	$269,568

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	88%
c. Soil Survey	0%
d. Field Survey	40%
e. Preliminary Plans	50%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	$3,647,500

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS submitted a project permit to agencies on July 27, 2016.
TBS received Public Notice from LDNR on April 24, 2017.
TBS continues to monitor permit as necessary.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

   a. Parish Project No. 09-DRA-06
   b. TBS Project No 2009.0656
   c. Title Drainage Areas near Lake Boudreaux Freshwater Introduction (District 7)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	October 6, 2009
b. Type (Hourly, Lump Sum, %)	
c. Fees	
1. Total Estimated (Basic & Additional)	$894,248
2. Current Budgeted Level	$642,633
3. Remaining to be earned at current budgeted level	$133,262
4. Earned to date	$509,371

4. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	50%
c. Soil Survey	100%
d. Field Survey	90%
e. Preliminary Plans	100%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	$6,057,580

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS received Amendment No. 2 on May 2, 2017 and completed field surveys on May 31, 2017. TBS submitted 30% preliminary plans and specifications on July 6, 2017. TBS is awaiting approval of preliminary plans to submit revised permit plats.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

February 7, 2018

1. PROJECT COORDINATOR Amber Plessala, P.E.

2. PROJECT:

   a. Parish Project No. 01-DRA-40
   b. TBS Project No 2010.0115
   c. Title Modeling Improvements of 1-1B F.D. System Channels (Phase 3A, Reach 3) C.C.C. Ditch Widening (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction (est.)
c. Fees	
1. Total Estimated (Basic & Additional)	$320,050
2. Current Budgeted Level	$648,087
3. Remaining to be earned at current budgeted level	$146,245
4. Earned to date	$501,842

4. PLAN PREPERATION STATUS:

a. Right-of-way	95%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	95%
e. Preliminary Plans	100%
f. Final Plans	98%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	$1,407,250

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

Final plans are 98% complete. Servitudes plats for tracts between Darlene Street and Northpark S/D have been delivered to Engineering for appraisals. TBS is waiting for all servitudes by TPCG administration to be acquired to complete final plans.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
February 7, 2018

1. PROJECT COORDINATOR Kevan Keiser, P.E.

2. PROJECT:

   a. Parish Project No. 13-HMGP-16 Bonanza PS
   b. TBS Project No 2013.0612
   c. Title Bonanza Pump Station Improvements

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	July 5, 2013
b. Type (Hourly, Lump Sum, %)	% Complete
c. Fees	
1. Total Estimated (Basic & Additional)	$162,493.09
2. Current Budgeted Level	$159,275.00
3. Remaining to be earned at current budgeted level	$30,756.29
4. Earned to date	$128,518.71

4. PLAN PREPARATION STATUS:

a. Right-of-way	50%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	100%
g. Estimated Bid Date	Early 2018
h. Estimated Cost of Construction	$584,845.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS delivered 95% design plans on Sept. 26, 2017. TBS has addressed informal comments on the bulkhead design & is awaiting official design review comments. TBS sent a temporary right-of-way agreement to MAC Properties. MAC Properties sent TBS a copy of Parish letter regarding a fine due to the poor condition of Shady Oak Court & will not grant temporary access due to fine. TBS forwarded this letter to TPCG Engr. Dept. on Dec. 20, 2017 at TPCG request.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
February 7, 2018

1. PROJECT COORDINATOR Amber L. Plessala, P.E .

2. PROJECT:
   a. Parish Project No. 15-SEW-47
   b. TBS Project No 2016.0029
   c. Title Carriage Cove Lift Station Renovation & Helena Lift Station Replacement

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	November 24, 2015
b. Type (Hourly, Lump Sum, %)	Lump Sum/T&M
c. Fees	
1. Total Estimated (Basic & Additional)	$151,219
2. Current Budgeted Level	$151,019
3. Remaining to be earned at current budgeted level	$74,989.83
4. Earned to date	$76,029.27

4. PLAN PREPARATION STATUS:

a. Right-of-way	100%
b. Permits	100%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	100%
g. Estimated Bid Date	Early 2018
h. Estimated Cost of Construction	$475,241.80

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

All servitude agreements have been executed and recorded.

TBS has addressed all comments from TPCG staff on plans and specifications. Bid documents were delivered to TPCG on December 5, 2017. TBS is awaiting notice from TPCG to begin advertisement.

Category Number: 9.
Item Number: C.

Wednesday, February 7, 2018

Item Title:
GIS Engineering, LLC

Item Summary:
GIS Engineering, LLC

ATTACHMENTS:

Description	Upload Date	Type
Engineering Report	2/2/2018	Report

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Brian Hazlip, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 16-SEW-13
   b. GIS Project No. 39130-1012/1013
   c. Title Renovations of Afton, Ardoyne, and Naquin Sewer Lift Stations

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	May 23, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$156,691.00
	ii. Current Budgeted Level	$156,691.00
	ii. Remaining to be Earned at Current Budgeted Level	$94,046.82
	iv. Earned to Date	$62,644.18

5. PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Soil Survey	N/A
c.	Field Survey	Completed
d.	Preliminary Plans	Completed
e.	Final Plans	Afton & Ardoyne: 100%; Naquin: In-Progress
f.	Estimated Bid Date	TBD
g.	Estimated Cost of Construction	
	Afton & Ardoyne	$263,580.00
	Naquin	TBD

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

Afton & Ardoyne Stations

- Revised Issued for Bid set was submitted to TPCG on October 20, 2017. GIS currently awaiting for Bidding dates from TPCG.
- GIS received comments from TPCG on Sep. 22 which have been incorporated into the Issued for Bid set.
- Comments received from TPCG on July 18 were incorporated into the drawings.
- Issued for Bid set was submitted to TPCG for review.
- Meeting with TPCG took place on March 30, 2017 to discuss final design set.

Naquin Station

- Awaiting parcel acquisition.
- Topographic survey has been completed and processed.
- Layout of the new station and gravity piping is under design.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Christopher Jeanice, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 16-SEW-12
   b. GIS Project No. 39130-1014/1015
   c. Title South Wastewater Treatment Levee Plant
   Levee Rehabilitation Project
   Sta. 73+15 thru 111+21

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	May 23, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c.	Fees	
i.	Total Estimated (Basic & Additional)	$81,795.00
ii.	Current Budgeted Level	$81,795.00
ii.	Remaining to be Earned at Current Budgeted Level	$828.30
iv.	Earned to Date	$80,966.70

5. PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Permits	Completed
b.	Soil Survey	N/A
c.	Field Survey	Completed
d.	Preliminary Plans	Completed
e.	Final Plans	Completed
f.	Estimated Bid Date	January 2017
g.	Estimated Cost of Construction	$430,000.00

6. CONSTRUCTION STATUS

a.	Actual Bid Date	March 15, 2017
b.	Contractor	Lil Man Construction, LLC
c.	Contract Amount	$406,169.00
d.	Date Work Order Issued	May 20, 2017
e.	Total Contract Time (Days)	165
f.	Scheduled Completion Date	November 1, 2017
g.	Time Elapsed (Days)	165
h.	Project Complete (%)	100%
i.	Estimates Paid to Date ($)	$224,818.00

7. Remarks

- Substantial Completion Recommendation including final inspection report, as-built survey and punch list to be submitted to TPCG.
- Pay App No. 6 in the amount of $22,094.37 was submitted to TPCG on January 25 for processing.
- Balancing Change Order No. 3 with a reduction of $124,665.74 and an addition of 7 weather days, was signed by the Contractor on January 23 and submitted to TPCG for approval on January 24, 2018.
- GIS substantial completion walk-thru of the project was held on Dec. 14 with Lil Man Construction, GIS and TPCG present.
- Hauling operations, levee fill placement, fabric and riprap installation, and seeding activities have been completed.
- Change Orders No. 1 and 2 added 45 weather days to the Contract.
- Contractor mobilized equipment to the site on June 6, 2017.
- Pre-Construction Meeting was held on May 11, 2017.
- Project was officially awarded to Lil Man Construction on April 17, 2017.
- Bid Opening was held on March 15, 2017.
- Pre-Bid Conference took place on February 22, 2017.
- Final Design Phase Deliverable was submitted on September 30, 2016.
- Study and Report Phase Deliverable was submitted on July 6, 2016.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Christopher Jeanice, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   - a. Parish Project No. 16-SEW-14
   - b. GIS Project No. 39130-1016/1017
   - c. Title East Coteau/Bayou Blue Sewer Holding Basin Dredging Project

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	May 23, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$52,320.00
	ii. Current Budgeted Level	$52,320.00
	ii. Remaining to be Earned at Current Budgeted Level	$3,508.81
	iv. Earned to Date	$48,811.19

5. PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Permits	Completed
c.	Soil Survey	N/A
d.	Field Survey	Completed
e.	Preliminary Plans	Completed
f.	Final Plans	Completed
g.	Estimated Bid Date	December 20, 2016
h.	Estimated Cost of Construction	$230,000.00

6. CONSTRUCTION STATUS

a.	Actual Bid Date	December 20, 2016
b.	Contractor	Synagro South, LLC
c.	Contract Amount	$215,099.85
d.	Date Work Order Issued	March 24, 2017
e.	Total Contract Time (Days)	120 Days
f.	Scheduled Completion Date	July 22, 2017
g.	Time Elapsed Days	120 Days
h.	Project Complete (%)	100%
i.	Estimates Paid to Date ($)	$193,589.86

7. Remarks

- Official Completion Report to be submitted to TPCG on the following days.
- Final Pay App. No. 2 for the retainage was submitted to TPCG on December 18, 2017.
- Clear Lien Certificate was received from Synagro on December 15, 2017.
- Executed Change Order No. 1 was received on July 24, 2017.
- Executed Substantial Completion certificate was received on June 20, 2017.
- Payment for Pay Application No. 1 was sent to Contractor on June 26, 2017.
- Balancing Change Order No. 1 was submitted to TPCG for review and approval on May 17, 2017.
- Recommendation for Substantial Completion was submitted to TPCG for review and approval on May 16, 2017.
- Contractor demobilized equipment from site on May 8, 2017.
- Total Amount of Sludge Dredged: 198.73 Dry Tons (Official).
- Contractor started dredging activities on April 1, 2017 and finished on April 28, 2017.
- NTP was issued on March 23, 2017, with project start date effective March 24, 2017 thru July 22, 2017.
- Pre-Construction Meeting was held on March 15, 2017.
- Synagro South, LLC was found to be the lowest responsive bidder based on GIS evaluation.
- Bid Opening was held on December 20, 2016.
- Final Design Phase Deliverable was submitted on September 30, 2016.
- Study and Report Phase Deliverable was submitted on July 6, 2016.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

ENGINEERING STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Christopher Jeanice, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 16-LOCK-61
   b. GIS Project No. 39130-1032/1033
   c. Title Petit Caillou Lock Structure Project
   Final Design Phase

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	October 14, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$1,000,413.25
	ii. Current Budgeted Level	$1,000,413.25
	ii. Remaining to be earned at current budgeted level	$101,468.49
	iv. Earned to date	$898,944.76

5. PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Permits	In-Progress
c.	Soil Survey	Completed
d.	Field Survey	Completed
e.	Preliminary Report	Completed
f.	Preliminary Design Report	Completed
g.	Final Design Report	Completed
h.	Estimated Bid Date	TBD
i.	Estimated Cost of Construction	$9.03M

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- 95% Final Design Report was submitted to TPCG on January 4, 2018.
- Review meeting was held on December 12 with GIS, TPCG and TLCD to review draft of 95% Design Drawings.
- Comments received by the agencies present at the review meeting have been incorporated into the final design set.
- NTP for Final Design was received on October 27, 2017.
- Eustis Geotechnical report hard copy was submitted to TPCG on August 14, 2017.
- GIS submitted preliminary design package to TPCG on July 25, 2017.
- GIS has completed preliminary design package for the selected Miter Gate Alternative.
- GIS met with TPCG on July 14, 2017 to present design of proposed structure and discuss design components.
- Ongoing coordination/correspondence with Geotechnical engineer on preliminary geotechnical data.
- Preliminary pile capacity data received from geotechnical engineer on March 20, 2017.
- TPCG executed amendment for Preliminary Design Phase was received on March 7, 2017.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Seneca Toussant, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 16-DRA-26
   b. GIS Project No. 39130-1020/1021
   c. Title Chacahoula/Gibson Drainage Project
   Final Design Phase

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	May 23, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$912,535.00
	ii. Current Budgeted Level	$912,535.00
	ii. Remaining to be Earned at Current Budgeted Level	$337,688.62
	iv. Earned to Date	$574,846.38

5. PLAN PREPARATION STATUS

a.	Right-of-way	TBD
b.	Permits	In-Progress
c.	Soil Survey	Completed
d.	Field Survey	Completed
e.	Preliminary Report	Completed
f.	Preliminary Design Report	Completed
g.	Final Design Report	In-Progress
h.	Estimated Bid Date	TBD
i.	Estimated Cost of Construction	TBD

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- GIS currently finalizing Final Design Plans and Specs. Estimated Completion Date: March 1, 2018.
- GIS has been instructed to remove project phasing and combine design into a single phase.
- Boundary Survey and establishment of property boundaries is ongoing.
- Electrical Service is now available from SLECA to the project site for 900 HP pumps.
- As of August 21, 2017, GIS to design motor starter panels and Parish to design automation control panels.
- GIS met with TPCG on May 9, 2017 to discuss 30% design set.
- Geotechnical Exploration has been completed.
- Topographical Survey has been completed.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Seneca Toussant, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 16-DRA-25
   b. GIS Project No. 39130-1022
   c. Title Petit Caillou Drainage Project
   Final Design Phase

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	May 31, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$747,739.43
	ii. Current Budgeted Level	$450,000.00
	ii. Remaining to be earned at current budgeted level	$86,846.23
	iv. Earned to date	$363,153.77

5. PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Permits	In-Progress
c.	Soil Survey	TBD
d.	Field Survey	Completed
e.	Preliminary Plans	Completed
f.	Preliminary Design Plans	Completed
g.	Final Plans	In-Progress
h.	Estimated Bid Date	TBD
i.	Estimated Cost of Construction	$5,662,300.00

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- GIS currently working on Final Design.
- Ongoing coordination with TPCG in regards to parcel acquisitions.
- Authorization was given to Geotech to begin field work.
- Final MPH Plats on proposed land to be acquired were submitted on Dec. 21 to TPCG along with GIS comments.
- Final Stamped Grant Application H&H Report was submitted to TPCG on October 23, 2017.
- Grant Application H&H Report was submitted to TPCG on September 25, 2017.
- Preliminary Design page turn meeting held with TPCG on May 9, 2017.
- GIS met with TPCG on May 9 to discuss the Preliminary Design Set; comments received were incorporated to the design.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Christopher Jeanice, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   - a. Parish Project No. 14-SEW-14
   - b. GIS Project No. 39130-1018/1019
   - c. Title Whiskey Island Sand Retention & Protection Project

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	May 23, 2016
b.	Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$250,000.00
	ii. Current Budgeted Level	$250,000.00
	ii. Remaining to be Earned at Current Budgeted Level	$40,595.72
	iv. Earned to Date	$209,404.28

5. REPORT/PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Permits	N/A
b.	Soil Survey	N/A
c.	Field Survey	N/A
d.	Study and Report Phase	Completed
e.	Preliminary Plans	TBD
f.	Final Plans	TBD
g.	Estimated Bid Date	TBD
h.	Estimated Cost of Construction	$25,000,000.00

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- Project is at a stand still. Plan of action going forward is to be determined.
- Latest CPRA comments were received on December 20, 2016; GIS discussed received comments with TPCG.
- Study and Report Phase deliverable was submitted on October 10, 2016.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Mohan Menon
2. CONSTRUCTION MANAGER:

3. PROJECT:
   - a. Parish Project No. TBD
   - b. GIS Project No. 39130-1044
   - c. Title CPRA 2017 Coastal Master Plan

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	1/13/2017
b. Type (Hourly, Lump Sum, %)	T&M
c. Fees	
i. Total Estimated (Basic & Additional)	$25,000.00
ii. Current Budgeted Level	$10,000.00
ii. Remaining to be Earned at Current Budgeted Level	$5,590.00
iv. Earned to Date	$4,410.00

5. PLAN PREPARATION STATUS

a. Right-of-way	N/A
b. Permits	N/A
b. Soil Survey	N/A
c. Field Survey	N/A
d. Preliminary Plans	N/A
e. Final Plans	N/A
f. Estimated Bid Date	N/A
g. Estimated Cost of Construction	N/A

6. CONSTRUCTION STATUS

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date ($)	N/A

7. Remarks

- GIS reviewed the Master Plan (2017) in its entirety, specifically the master plan projects for Terrebonne Parish.
- Oneil Malbrough met with parish officials to discuss the priorities and the strategies.
- GIS provided TPCG draft comments for the Parish President.
- GIS personnel attended public meeting on the Master Plan in Houma.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Seneca Toussant, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 17-PAV-01
   b. GIS Project No. 39130-1041/1042
   c. Title Falgout Canal Road Repaving Project
   Construction Admin Phase

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	April 3, 2017
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$465,470.00
	ii. Current Budgeted Level	$465,470.00
	ii. Remaining to be earned at current budgeted level	$130,425.91
	iv. Earned to date	$335,044.09

5. PLAN PREPARATION STATUS

a.	Right-of-way	TBD
b.	Permits	Not Within Contracted Scope
c.	Soil Survey	100%
d.	Field Survey	100%
e.	Preliminary Report	100%
f.	Preliminary Design Report	100%
g.	Final Design Report	100%
h.	Estimated Bid Date	November 14, 2017
i.	Estimated Cost of Construction	$3,900,000.00

6. CONSTRUCTION STATUS

a.	Actual Bid Date	November 21, 2017
b.	Contractor	Huey P. Stockstill, LLC
c.	Contract Amount	$2,688,356.97
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	120 Calendar Days
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- Notice to Proceed to be issued in the following days.
- Pre-Construction Meeting was held on January 31, 2018 with the Contractor and TPCG representatives.
- Executed Contract was received from TPCG.
- Notice of Award was issued to Huey P. Stockstill on December 12.
- TPCG Council approved resolution on Nov. 27 for Huey P. Stockstill for the contract base and bid additive.
- Bid Opening was held on November 21, 2017.
- Addenda No. 1 thru No. 4 were issued on the following dates respectively: Nov. 3, Nov. 8, Nov. 13, and Nov. 16.
- Pre-Bid Meeting took place on October 31, 2017 at the GIS Engineering Houma office.
- Project advertised for Bids on October 19, 2017.
- Revised Plans and Specs including comments received were submitted to TPCG on August 31, 2017.
- Final Plans and Specs were submitted to the Parish on August 19, 2017 for review.
- Final Geotechnical recommendations were received and have been incorporated into the Final set of drawings and specs.
- Alternative Analysis Report Deliverable was submitted to TPCG on April 25, 2017.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Christopher Jeanice, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:

a. Parish Project No.	17-SEW-06
b. GIS Project No.	39130-1046/1047
c. Title	South Wastewater Treatment
	Levee Rehabilitation at Cells 2 & 3
	Construction Admin Phase

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	April 24, 2017
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	$109,975.00
ii. Current Budgeted Level	$109,975.00
ii. Remaining to be Earned at Current Budgeted Level	$44,345.00
iv. Earned to Date	$65,630.00

5. PLAN PREPARATION STATUS

a. Right-of-way	N/A
b. Permits	N/A
b. Soil Survey	Completed
c. Field Survey	Completed
d. Preliminary Plans	Completed
e. Final Plans	Completed
f. Estimated Bid Date	October 31, 2017
g. Estimated Cost of Construction	$621,000.00

6. CONSTRUCTION STATUS

a. Actual Bid Date	October 31, 2017
b. Contractor	Circle, LLC
c. Contract Amount	$648,030.00
d. Date Work Order Issued	February 9, 2018
e. Total Contract Time (Days)	120 Calendar Days
f. Scheduled Completion Date	June 9, 2018
g. Time Elapsed Days (%)	0.00
h. Project Complete (%)	0.00
i. Estimates Paid to Date ($)	$0.00

7. Remarks

- Notice to Proceed was issued to Contractor on January 31, 2018 with effective date of February 9, 2018.
- Pre-Construction Meeting was held with TPCG and Contractor on January 30, 2018 at the GIS Houma office.
- Executed Contract was received from TPCG on January 19, 2018.
- Notice of award was issued to Circle, LLC on Dec. 14.
- TPCG Council approved the award of base bid and bid additive to Circle, LLC on Dec. 13.
- Bid Opening was held on Oct. 31.
- Addendum No. 1 was issued on October 24, 2017.
- Pre-Bid meeting took place on October 17, 2017.
- Project was advertised on the following dates: October 4th, 11th, and 17th.
- Issued for Bid set was submitted to TPCG on September 1, 2017 for review.
- Preliminary Design Phase deliverables including report and other attachments were submitted to TPCG for review on June 29.
- Eustis Engineering Geotechnical report was submitted to GIS on June 15; analyses and results were incorporated into report.
- Preliminary Drawings and Opinion of Probable Construction Cost were submitted to TPCG on May 25 for FEMA purposes.
- Topographical and Hydro Surveys performed by GIS on March 31, 2017.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Leah Selcer, E.I.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. TBD
   b. GIS Project No. 39130-1070
   c. Title Ellendale Flood Protection and Drainage Assessment

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	June 28, 2017
b.	Type (Hourly, Lump Sum, %)	T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$30,000.00
	ii. Current Budgeted Level	$30,000.00
	ii. Remaining to be Earned at Current Budgeted Level	$20,662.50
	iv. Earned to Date	$9,337.50

5. PLAN PREPARATION STATUS

a.	Right-of-way	N/A
b.	Soil Survey	N/A
c.	Field Survey	N/A
d.	Preliminary Plans	In Progress
e.	Final Plans	TBD
f.	Estimated Bid Date	TBD
g.	Estimated Cost of Construction	TBD

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- Report is nearing completion. ITR is ongoing and final report to be submitted to TPCG once internal review is complete.
- GIS is currently evaluating all incoming drainage to the project area.
- Data compilation for Pump Station A at segment A and Pump Station B at Segment B has been completed.
- FEMA flood insurance maps (FIRM) have been collected for the base flood elevations for Pump Stations A and B.
- Earthwork volumes and estimated cost for Segment C have been completed.
- Research and compilation on existing documentation for this private levee system has begun and will continue through the duration of the project.
- Existing documentation and data have been incorporated into report/assessment to evaluate 3 alternatives.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

PROJECT STATUS REPORT

GIS Engineering, LLC

January 31, 2018

1. PROJECT COORDINATOR: Kyle Galloway, P.E.
2. CONSTRUCTION MANAGER:

3. PROJECT:
   a. Parish Project No. 17-DRA-42
   b. GIS Project No. 39130-1071/1072
   c. Title Bayou Terrebonne Drainage Project
   Study and Report Phase

4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	November 1, 2017
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	$448,241.00
	ii. Current Budgeted Level	$448,241.00
	ii. Remaining to be Earned at Current Budgeted Level	$415,471.89
	iv. Earned to Date	$32,769.11

5. PLAN PREPARATION STATUS

a.	Right-of-way	TBD
b.	Soil Survey	TBD
c.	Field Survey	TBD
d.	Preliminary Plans	In Progress
e.	Final Plans	TBD
f.	Estimated Bid Date	TBD
g.	Estimated Cost of Construction	TBD

6. CONSTRUCTION STATUS

a.	Actual Bid Date	TBD
b.	Contractor	TBD
c.	Contract Amount	TBD
d.	Date Work Order Issued	TBD
e.	Total Contract Time (Days)	TBD
f.	Scheduled Completion Date	TBD
g.	Time Elapsed Days (%)	TBD
h.	Project Complete (%)	TBD
i.	Estimates Paid to Date ($)	TBD

7. Remarks

- Site assessment along Bayou Terrebonne is substantially complete. Several Site visits were conducted with TPCG. TPCG provided the drainage permits for locations identified during the Site visit, and GIS is using them to better define the area that gravity drains to the bayou. GIS is also researching other data sources, particularly FEMA.

- GIS and FTN discussed the modeling effort via conference call on January 2, 2018 to determine FTN's data needs. This meeting helped refine the survey scope of work.

- GIS surveyed 19 cross-sections in Bayou Terrebonne and the Bonanza intake and discharge. GIS also surveyed spot elevations and measured culverts at points of interest. GIS provided this data and the permits to FTN for use in modeling existing conditions.

- GIS is in the process of ordering monitoring equipment from Xylem/YSI.

- Terrebonne Parish Council accepted Amendment No. 1 on January 10, 2018.