
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Alidore "Al"

Marmande

Chairman

Mr. Scotty Dryden

Vice-Chairman

Mr. John Navy

Member

Ms. Arlanda Williams

Member

Mr. Gerald Michel

Member

Ms. Christa Duplantis-

Member

Prather

Member

Mr. Darrin W. Guidry,

Member

Sr.

Member

Mr. Dirk Guidry

Mr. Steve Trosclair



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

AGENDA

July 9, 2018
5:40 PM

Parish Council Meeting Room

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. **RESOLUTION:** Providing for the execution of Change Order No. 7 (Balancing) for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements and Extension Phase II, Lashbrook Pump Station to Bayou Neuf Pump Station, Terrebonne Parish, Louisiana.
2. **RESOLUTION:** Authorizing the execution of Change Order No. 7 for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase III, Boudreaux Canal to Lashbrook Pump Station, Terrebonne Parish, Louisiana.
3. **RESOLUTION:** Authorizing the execution of Change Order No. 3 (Balancing) for the Construction

Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements Marsh Creation Project, Terrebonne Parish, Louisiana.

4. RESOLUTION: Providing for the acceptance of work performed by Coastal Dredging Company, Inc., in accordance with the Certificate of Substantial Completion for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements and Extension Marsh Creation Project, Terrebonne Parish, Louisiana.
5. RESOLUTION: Authorizing the execution of Change Order No. 1 (Balancing) for the Construction Agreement for Parish Project No. 95-DRA-67, 2-1A Drainage Improvements Projects, Phase VI - Honeysuckle, Terrebonne Parish, Louisiana.
6. RESOLUTION: Authorizing the parish president to execute a contract with W.B. Company, Inc. for solid waste transportation services in Terrebonne Parish, and to provide for related matters.
7. Introducing an ordinance that will establish a "4-Way Stop" at the intersection of Central Avenue and Pear Street and calling a public hearing on July 25, 2018 at 6:30 p.m.
8. Adjourn

Category Number:
Item Number:



Monday, July 9, 2018

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, July 9, 2018

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, July 9, 2018

Item Title:

Change Order No. 7 (Balancing) for Ward 7 Levee Improvements Phase II

Item Summary:

RESOLUTION: Providing for the execution of Change Order No. 7 (Balancing) for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements and Extension Phase II, Lashbrook Pump Station to Bayou Neuf Pump Station, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/3/2018	Executive Summary
Resolution	7/3/2018	Resolution
Backup Material	7/3/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
10-CDBG-R-LEV-63	Ward 7 Levee Improvements & Extension Phase II – Lashbrook Pump Station to Bayou Neuf Pump Station

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a levee to elevation 10 from Lashbrook Pump Station to Bayou Neuf Pump Station.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This Change Order No. 7 (Balancing) is necessary to balance contract quantities with installed quantities on the project. This Change Order No. 7 (Balancing) will increase contract time by 14.5 days.

TOTAL EXPENDITURE		
Decrease of \$245,001.10		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$3,714,426.90

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

Jeanne Bray

7/3/2018

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 7 (Balancing) for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase II, Lashbrook Pump Station to Bayou Neuf Pump Station, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated May 7, 2014, with Ceres Environmental Services, Inc., for the Ward 7 Levee Improvements & Extension Phase II, Lashbrook Pump Station to Bayou Neuf Pump Station, Parish Project No. 10-CDBG-R-LEV-63, Terrebonne Parish, Louisiana, and

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

WHEREAS, this change order will decrease the Construction Cost by \$245,001.10, and

WHEREAS, this change order will increase Contract time by 14.5 days, and

WHEREAS, this change order has been approved by the Louisiana Office of Community Development (OCD), and

WHEREAS, this Change Order No. 7 (Balancing) has been recommended by the ENGINEER for this project, APTIM Coastal, Inc.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 7 (Balancing) to the construction agreement with Ceres Environmental Services, Inc., increases the construction time by Fourteen and One Half (14.5) calendar days with a decrease in Construction Cost of Two Hundred Forty-Five Thousand, One Dollars and Ten Cents (\$245,001.10), and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, APTIM Coastal, Inc.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2018.

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF _____, 2018.

VENITA CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



APTIM Coastal, Inc.
2503 Petroleum Drive
Houma, Louisiana 70363
Tel: +1 985 868 3434
www.APTIM.com

June 29, 2018

Terrebonne Parish Consolidated Government
Post Office Box 2768
Houma, Louisiana 70361

Attention: Ms. Jeanne Bray

Subject: Final and Balancing Change Order No. 7

**Reference: Terrebonne Parish Consolidated Government
Ward 7 Levee Improvements & Extension
Phase II: Stations 232+50 to 547+70
Lashbrook Pump Station to Bayou Neuf Pump Station
Parish Project No. 10-CDBG-R-LEV-63
APTIM Project No. 141235**

Dear Ms. Bray:

Attached for your review and approval are four (4) originals of the Final and Balancing Change Order No. 7 for the above referenced project.

If all meets with your approval, please sign all four (4) originals, retain one (1) original for your files, record one (1) with the Terrebonne Parish Court House and return the remaining two (2) originals to our office for further processing.

Should you have any questions, please call me at (985) 868-3434.

Sincerely,

APTIM Coastal, Inc. (Formerly CB&I Coastal, Inc.)

Laura L. Barnes, P.E.
Project Manager

LLB:cw

Email only: David Rome, TPCG
Joan Schexnayder P.E., TPCG
Madeleine Bodin E.I., TPCG

**Change Order No. 7
Final and Balancing**

PROJECT:

Ward 7 Levee Improvements & Extension
Phase II: Stations 282+50 to 547+70
Lashbrook Pump Station to Bayou Neuf Pump Station

OWNER:

Terrebonne Parish Consolidated Government
P.O. Box 6097
Houma, Louisiana 70361

DATE OF ISSUANCE:

June 22, 2018

OWNER'S PROJECT NO.

10-CDBG-R-LEV-63

CONTRACTOR:

Ceres Environmental Services, Inc.
7602 Innovation Park Dr.
Baton Rouge, LA 70820
1 800 218 4424

ENGINEER:

APTIM Coastal
2503 Petroleum Dr
Houma, Louisiana 70363

CONTRACT FOR:

Ward 7 Levee Improvements & Extension
Phase II: Stations 282+50 to 547+70
Lashbrook Pump Station to Bayou Neuf Pump Station

ENGINEER'S PROJECT NO.

141235

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

Description:

This change order is the final balancing change order to complete the project. Bid Items No. 3, 4, 5, 6, 9, 10, 11, 12, CO2-1, CO4-2, CO5-1, & CO 6-3 are completed and adjusted to the quantities actually installed.

Purpose of Change Order:

The purpose of this change order is to balance the FINAL work quantities.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time	
\$	3,959,428.00	270 Calendar Days	July 17, 2015
Previous Change Orders No. 1 to No. 6		Net Change from previous Change Orders	
\$	0.00	316.5 Days	
Contract Price Prior to this Change Order		Contract Time Prior to this Change Order	
\$	3,959,428.00	586.5 Calendar Days	May 28, 2016
Net Increase of this Change Order		Days Waived	Date
\$	(245,001.10)	44	July 11, 2016
Contract Price with all approved Change Orders		Increase of Change Order	
\$	3,714,426.90	14.5	
		Contract Time with all approved Change Orders	
		601 Calendar Days	July 26, 2016
RECOMMENDED:		APPROVED:	
By: <u>Laura L. Barnes, P.E.</u>		By: <u>TIA LAMIS, Ceres Env.</u>	
Date: <u>6/29/18</u>		Date: <u>6/27/18</u>	

Ward 7 Levee Improvements & Extension
Phase II: Stations 282+50 to 547+70
Lashbrook to Bayou Neuf
TPCG Project No. 10-CDBG-R-LEV-63
CBI Project No. 141235

Change Order No. 7
Final and Balancing Summary

Change Order No 7 will have a net change of \$ (245,001.10), resulting in a total contract amount of \$3,714,428.90

Item No.	Item	Unit	Unit Cost	Original Qty.	Original Bid \$ Amount	Net Change in Qty.	Net Change in \$ Amount	Bid Item Total Quantity	Bid Item Total \$ Amount
3	Temporary Silt Fencing	LF	\$5.85	26,520.00	\$155,142.00	158.67	\$928.20	26,678.67	\$156,070.20
4	Hauled-In earthen embankment - Including placing, grading and handling	CY	\$14.00	67,062.00	\$938,868.00	(13,450.80)	(\$188,311.20)	53,611.20	\$750,556.80
5	Dredged Material- Including Placing Grading and Handling	CY	\$6.00	205,000	\$1,230,000.00	(1,660.26)	(\$9,961.56)	203,339.74	\$1,220,038.44
6	Embankment-Levee section to Line and Grade	LF	\$0.80	26,520	\$21,216.00	(370.00)	(\$296.00)	26,150.00	\$20,920.00
9	Seeding (Type C, Kentucky 31 Fescue and Unhulled Bermuda), if Required	ACRE	\$800.00	90	\$72,000.00	(90.00)	(\$72,000.00)	0.00	\$0.00
10	Calcium Chloride for Dust Control	GAL	\$10.50	3,000	\$31,500.00	(1,000.00)	(\$10,500.00)	2,000.00	\$21,000.00
11	No. 610 Limestone - For access road maintenance, including material and labor	Ton	\$50.00	2,700	\$135,000.00	581.57	\$29,078.50	3,281.57	\$164,078.50
12	Rip Rap (55 lb. Class)- for Locations Specified by ENGINEER	Ton	\$68.00	300	\$19,800.00	(300.00)	(\$19,800.00)	0.00	\$0.00
CO2-1	Rip Rap 55lb class	Ton	\$72.00	6,281	\$452,232.00	728.47	\$52,449.84	7,009.47	\$504,681.84
CO4-2	Geotextile Fabric for under limestone, including labor and materials for installation	SY	\$3.75	5,833	\$21,873.75	(1,247.00)	(\$4,676.25)	4,586.00	\$17,197.50
CO5-1	3" Stone For Access Rd Maintenance, including labor and placement	Ton	\$54.00	600	\$32,400.00	(56.11)	(\$3,029.94)	543.89	\$29,370.06
CO6-3	Earthen Embankment (Hauled-In)	CY	\$37.81	2,300	\$86,963.00	(499.41)	(\$18,882.69)	1,800.59	\$68,080.31
Net Change in Contract Value							(\$245,001.10)		

Recommended:

By: Laura L. Barnes APPROVING

Date: 6/29/18

Date:

TPCG

By:

Tia L. Laine, Ceres Env.
CONTRACTOR
 Date: 6/27/18

Date:

Category Number:
Item Number: 2.



Monday, July 9, 2018

Item Title:

Change Order No. 7 for Ward 7 Levee Improvements Phase III

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 7 for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase III, Boudreaux Canal to Lashbrook Pump Station, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/3/2018	Executive Summary
Resolution	7/3/2018	Resolution
Backup Material	7/3/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
10-CDBG-R-LEV-63	Ward 7 Levee Improvements & Extension Phase III – Boudreaux Canal to Lashbrook Pump Station

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a levee to elevation 10 from Boudreaux Canal to Lashbrook Pump Station.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of Change Order No. 7 is to adjust contract quantities on certain bid items. This change order will not increase Contract Time.

TOTAL EXPENDITURE				
Decrease of \$47,652.44				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u>		ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$6,802,346.77

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

Jeanne Bray

06/19/2018

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 7 for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase III, Boudreaux Canal to Lashbrook Pump Station, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated January 26, 2016, with Phylway Construction, LLC, for the Ward 7 Levee Improvements & Extension Phase III, Boudreaux Canal to Lashbrook Pump Station, Parish Project No. 10-CDBG-R-LEV-63, Terrebonne Parish, Louisiana, and

WHEREAS, this change order is required to adjust contract quantities on selected Bid Items, and

WHEREAS, this change order will decrease the Construction Cost by \$47,652.44, and

WHEREAS, this change order will not increase Contract Time, and

WHEREAS, this change order has been approved by the Louisiana Office of Community Development (OCD), and

WHEREAS, this Change Order No. 7 has been recommended by the ENGINEER for this project, APTIM Coastal, Inc.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 7 to the construction agreement with Phylway Construction, LLC, decreasing the Construction cost by Forty-Seven Thousand, Six Hundred Fifty-Two Dollars and Forty-Four Cents (\$47,652.44) and with no increase Contract Time, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, APTIM Coastal, Inc.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2018.

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF _____, 2018.

VENITA CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



**PAN AMERICAN
ENGINEERS, LLC**

Consulting Professional
Engineers and Land Surveyors

June 24, 2018

Terrebonne Parish
P. O. Box 6097
Houma, Louisiana 70361

Attention: The Honorable Gordon E. Dove, President

Re: Terrebonne Parish
Non-Fed Levee – Ward 7
Phase III
Change Order No. 7
Phylway Construction, L.L.C. - Contractor
Project Number 55PARA3306
PAE Job No. 8470

Dear President Dove:

On behalf of OCD/DRU, we have reviewed the attached proposed Change Order No. 7 provided by Terrebonne Parish for the referenced project, and take no exception to the \$47,652.44 reduction in contract price, provided the reduction is mutually agreed upon by all contracting parties.

Change Order No. 7 provides a \$47,652.44 reduction to balance contract quantities for bid item nos. 4, 6, 12, 13, 16, 19, 20, and 21.

Once the Change Order is fully executed, please have CB&I Coastal, Inc. furnish us with a copy for our files.

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

(Continued)

June 24, 2018

Re: Terrebonne Parish
Non-Fed Levee – Ward 7
Phase III
Change Order No. 7
Phylway Construction, L.L.C. - Contractor
Project Number 55PARA3306
PAE Job No. 8470



**PAN AMERICAN
ENGINEERS, LLC**

Consulting Professional
Engineers and Land Surveyors

Page 2

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

Yours very truly,

PAN AMERICAN ENGINEERS, LLC

Thomas C. David, Jr.

TCDJr/jmg
Enclosure

cc: Mr. Jimmy Dunphy
OCD-DRU

Ms. Niayonda Picou-Bowens
Terrebonne Parish

Attachment: Change Order No. 7

**CDBG DISASTER RECOVERY
CHANGE ORDER REVIEW CHECKLIST**

Applicant: Terrebonne Parish

Project No.: 55PARA3306

Project Name: Non-Fed Levee – Ward 7 Phase III

Document Reviewed: Change Order No. 7

Change Order Prepared By: CB&I Coastal, Inc.

Contractor: Phylway Construction, L.L.C.

CHANGE ORDER PROPOSAL

Approved Grant Amount = \$ 15,910,523.89
Bid Amount = \$ 6,700,610.00
Change Order Proposal = \$ -47,652.44
Previous Change Orders = \$ 149,389.21
Revised Construction Cost = \$ 6,802,346.77
Revised CDBG Funded Amount = \$

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

**CDBG DISASTER RECOVERY
CHANGE ORDER REVIEW CHECKLIST**

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

Yes ☒ No ☐ N/A ☐

REASON FOR CHANGE ORDER

Balance contract quantities.



Reviewed by:
Thomas C. David, Jr.

Date: 6/24/2018

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

CHANGE ORDER NO. 7

PROJECT:

Ward 7 Levee Improvements & Extension
Phase III: Stations 10+37 to 281+20
Boudreaux Canal to Lashbrook Pump Station

DATE OF ISSUANCE:

June 12, 2018

OWNER:

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

OWNER'S PROJECT NO.

10-CDBG-R-LEV-63

CONTRACTOR:

Phylway Construction, L.L.C.
1074-A-Hwy. 1
Thibodaux, LA 70301

ENGINEER:

APTIM Coastal, Inc. (Formerly CB&I Coastal, Inc.)
2503 Petroleum Dr.
Houma, Louisiana 70364

CONTRACT FOR:

Ward 7 Levee Improvements & Extension
Phase III: Stations 10+37 to 281+20
Boudreaux Canal to Lashbrook Pump Station

ENGINEER'S PROJECT NO.

141235

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

Description:

This change order balances contract quantities for Bid Items No. 4, 6, 12, 13, 16, 19, 20, & 21.

Purpose of Change Order:

The purpose of this change order is to balance the current quantities to date.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 6,700,610.00

Previous Change Orders No. 1 to No. 6

\$ 149,389.21

Contract Price Prior to this Change Order

\$ 6,849,999.21

Net Increase of this Change Order

\$ (47,652.44)

Contract Price with all approved Change Orders

\$ 6,802,346.77

CHANGE IN CONTRACT TIME:

Original Contract Time

270 Calendar Days

November 20, 2016

Net Change from previous Change Orders

361 Days

Contract Time Prior to this Change Order

631 Calendar Days

November 16, 2017

Net Increase of this Change Order

0 Days

Contract Time with all approved Change Orders

631 Calendar Days

November 16, 2017

RECOMMENDED:

By:

James L. Barnes, P.E.
APTIM

Date:

6/12/18

APPROVED:

By:

TPCG

Date:

APPROVED:

By:

Gene P. Benoit
CONTRACTOR

Date:

6-13-18

**Ward 7 Levee Improvements & Extension
Phase III: Stations 10+37 to 281+20
Boudreaux Canal to Lashbrook Pump Station
TPCG Project No. 10-CDBG-12-LEV-63
CBI Project No. 141235**

Change Order No. 7 Summary

Change Order No. 7 will decrease the total Construction Cost from \$6,849,999.21 to \$6,802,346.77, which is a total decrease of **(\$47,652.44)**

Item No.	Item	Unit	Unit Cost	Original Qty.	Original Bid \$ Amount	Net Change in Qty.	Net Change in \$ Amount	Bid Item Total Quantity	Bid Item Total \$ Amount
4	Earthen Embankment (Hauled in), including placing, grading, and handling	CY	\$12.00	373,150	\$4,477,800.00	8,100	\$97,200.00	381,250	\$4,575,000.00
6	Geotextile Fabric Separator for under Lashbrook Pump Station area	SY	\$7.00	420	\$2,940.00	(323)	(\$2,261.00)	97	\$679.00
12	No. 610 Limestone for temporary access roadway & main access road maintenance, including material & labor	Ton	\$43.00	370	\$15,910.00	737.92	\$31,730.56	1,107.92	\$47,640.56
13	Calcium Chloride for Dust Control	Gal	\$8.00	1,000	\$8,000.00	(1,000.00)	(\$8,000.00)	0.00	\$0.00
16	Removal of existing, and installation of new, 36" CGMP Culvert at Station 158+50, including material & installation as shown on the plans.	LF	\$280.00	170	\$47,600.00	5	\$1,400.00	175	\$49,000.00
19	Degrading Levee & Reusing Material for Levee Construction	CY	\$2.00	47,630	\$95,260.00	2,904	\$5,808.00	50,534	\$101,068.00
20	Material Excavation for Installation of New Geotextile Fabric Reinforcement	CY	\$2.00	5,000	\$10,000.00	595	\$1,190.00	5,595	\$11,190.00
21	Portland Cement Concrete Pavement Repairs, including removal of damaged panels, reinforcement, geotextile fabric, and testing if required at Oleander St. and Victory St.	SY	\$ 84.00	2,400	\$201,600.00	(2,080)	(\$174,720.00)	320	\$26,880.00
Net Change in Contract Value							(\$47,652.44)		

Recommended:

By: Laurie P. Burns P.E.
AFTM
 Date: 6/14/18

Date:

TPCG

By:

Date:

Jerome P. Benoit
CONTRACTOR
6-13-18



Monday, July 9, 2018

Item Title:

Change Order No. 3 (Balancing) for Ward 7 Levee Improvements Marsh Creation Project

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 3 (Balancing) for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements Marsh Creation Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/3/2018	Executive Summary
Resolution	7/3/2018	Resolution
Backup Material	7/3/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
10-CDBG-R-LEV-63	Ward 7 Levee Improvements Marsh Creation Project

PROJECT SUMMARY (200 WORDS OR LESS)
Marsh creation construction as mitigation for the Lower Ward 7 Levee.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of Change Order No. 3 (Balancing) is to balance contract quantities with installed quantities. This Change Order No. 3 (Balancing) will decrease Construction Contract by \$63,488.00 with no increase in Contract Time.

TOTAL EXPENDITURE				
Decrease of \$63,488.00				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u>		ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$2,934,759.37

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

Jeanne Bray

7/3/2018

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 3 (Balancing) for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements Marsh Creation Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated October 29, 2015, with Coastal Dredging Company, Inc., for the Ward 7 Levee Improvements Marsh Creation Project, Parish Project No. 10-CDBG-R-LEV-63, Terrebonne Parish, Louisiana, and

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

WHEREAS, this change order will decrease the Construction Cost by \$63,488.00, and

WHEREAS, this change order will not increase Contract Time, and

WHEREAS, this change order has been approved by the Louisiana Office of Community Development (OCD), and

WHEREAS, this Change Order No. 3 (Balancing) has been recommended by the ENGINEER for this project, APTIM Coastal, Inc.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 3 (Balancing) to the construction agreement with Coastal Dredging Company, Inc., decreases the contract amount by Sixty-Three Thousand, Four Hundred Eighty-Eight Dollars and No Cents (\$63,488.00), with no increase the construction time and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, APTIM Coastal, Inc.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2018.

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF _____, 2018.

VENITA CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



APTIM Coastal, Inc. (Formerly CB&I Coastal, Inc.)
2503 Petroleum Drive
Houma, Louisiana 70363
Tel: +1 985 868 3434

June 29, 2018

Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Attention: Ms. Jeanne Bray

Subject: Final and Balancing Change Order No. 3

**Reference: Terrebonne Parish Consolidated Government
Ward 7 Levee Improvements & Extension
Marsh Creation Project
For the Mitigation of the Lower Ward 7 Levee
Parish Project No. 10-CDBG-R-LEV-63
APTIM Project No. 141235**

Dear Ms. Bray:

Attached for your review and approval are four (4) originals of Change Order No. 3 for the above referenced project.

If all meets with your approval, please sign all four (4) originals, retain one (1) original for your files, record one (1) with the Terrebonne Parish Court House and return the remaining two (2) originals to our office for further processing.

If you have any questions regarding this information, please contact me at 985-868-3434.

Sincerely,

APTIM Coastal, Inc. (Formerly CB&I Coastal, Inc.)

Laura L. Barnes, P.E.
Project Manager

LLB:cw

Attachment

Email only: Joan Schexnayder, P.E., Staff Engineer, TPCG
Madeleine Bodin, Engineering Intern, TPCG
David Rome, Director of Public Works, TPCG

**Change Order No. 3
Final and Balancing**

PROJECT:

Ward 7 Levee Improvements Marsh Creation Project
For the Mitigation of The Lower Ward 7 Levee

DATE OF ISSUANCE:

June 22, 2018

OWNER:

Terrebonne Parish Consolidated Government
P.O. Box 6097
Houma, Louisiana 70361

OWNER'S PROJECT NO.

10-CDBG-R-LEV-63

CONTRACTOR:

Coastal Dredging Company, Inc.
P.O. Box 3085
Hammond, LA 70404

ENGINEER:

Aptim Coastal, Inc.
2503 Petroleum Drive
Houma, Louisiana 70364

CONTRACT FOR:

Ward 7 Levee Improvements Marsh Creation Project
For the Mitigation of The Lower Ward 7 Levee

ENGINEER'S PROJECT NO.

141235

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

Description:

This change order is the final balancing change order to complete the project. Bid Items No. 4, 5, 7, 9, 10, 12, & 13 are completed and adjusted to the quantities actually installed.

Purpose of Change Order:

This change order is to balance the FINAL work quantities.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 2,179,000.00

Previous Change Orders No. 1 to No. 2

\$ 819,247.37

Contract Price Prior to this Change Order

\$ 2,998,247.37

Net Increase of this Change Order

\$ (63,488.00)

Contract Price with all approved Change Orders

\$ 2,934,759.37

CHANGE IN CONTRACT TIME:

Original Contract Time

270 Calendar Days

days

August 8, 2016

date

Net Change from previous Change Orders

387 Days

days

Contract Time Prior to this Change Order

657 Calendar Days

days

August 30, 2017

date

Days Waived

333

Date

July 29, 2018

Increase of Change Order

0

Contract Time with all approved Change Orders

657 Calendar Days

days

July 29, 2018

date

RECOMMENDED:

By:

Laurel E. Baines

Date:

6/29/18

APPROVED:

By:

TPCO

Date:

APPROVED:

By:

Laurel E. Baines

Date:

6-28-18

Ward 7 Levee Improvements Marsh Creation Project
For the Mitigation of The Lower Ward 7 Levee
TPCG Project No. 10-CDBG-12-LEV-63
Aptim Project No. 141235

Change Order No. 3 Final and Balancing Summary

Change Order No. 3 will have a net change of \$ (63,488.00), resulting in a total contract amount of \$2,934,759.37

Item No.	Item	Unit	Unit Cost	Original Qty.	Original Bid \$ Amount	Net Change in Qty.	Net Change in \$ Amount	Bid Item Total Quantity	Bid Item Total \$ Amount
4	PZ-22 Sheet Pile	SF	\$22.00	13,800	\$303,600.00	(1,144)	\$ (25,168.00)	12,656.00	\$278,432.00
5	CMI SG-950 Vinyl Sheet Pile	SF	\$ 18.00	2,800	\$50,400.00	(760)	\$ (13,680.00)	2,040.00	\$36,720.00
7	Gap Closure at Location #2	LF	\$ 230.00	45	\$10,350.00	(5)	\$ (1,150.00)	40.00	\$9,200.00
9	Rip Rap for Rock Dike (additional alignment)	Ton	\$ 55.00	6,500	\$357,500.00	2,928	\$ 161,012.50	9,427.50	\$518,512.50
10	Geotextile for Rock Dike (additional alignment)	SY	\$ 6.00	10,500	\$63,000.00	(2,375)	\$ (14,250.00)	8,125.00	\$48,750.00
12	Rip Rap for Rock Dike (Renourishment of Entire Alignment)	Ton	\$ 55.00	3,000	\$165,000.00	(1,096)	\$ (60,252.50)	1,904.50	\$104,747.50
13	Rip Rap for Rock Dike (Renourishment of Segment #1)	Ton	\$ 55.00	2,000	\$110,000.00	(2,000)	\$ (110,000.00)	0.00	\$0.00
Net Change in Contract Value							-63,488.00		

Recommended:

<p>By: <u><i>David L. Barnes, P.E.</i></u> By: _____</p> <p style="text-align: center; font-size: small;">APTIM TPCG</p> <p>Date: <u>6/29/18</u> Date: _____</p>	<p>By: <u><i>[Signature]</i></u> By: _____</p> <p style="text-align: center; font-size: small;">CONTRACTOR</p> <p>Date: <u>6-29-18</u> Date: _____</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------



Monday, July 9, 2018

Item Title:

Substantial Completion of Ward 7 Levee Improvements Marsh Creation Project

Item Summary:

RESOLUTION: Providing for the acceptance of work performed by Coastal Dredging Company, Inc., in accordance with the Certificate of Substantial Completion for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements and Extension Marsh Creation Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/3/2018	Executive Summary
Resolution	7/3/2018	Resolution
Backup Material	7/3/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 10-CDBG-R-LEV-63	Ward 7 Levee Improvements Marsh Creation Project

PROJECT SUMMARY (200 WORDS OR LESS)
Marsh creation construction as mitigation for the Lower Ward 7 Levee.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This certificate of Substantial Completion applies to all Work that has been inspected and that the work is substantially completed in accordance with the Contract Documents.

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$2,934,759.37

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

Jeanne P. Bray

7/3/2018

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the acceptance of work performed by Coastal Dredging Company, Inc., in accordance with the Certificate of Substantial Completion for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements and Extension Marsh Creation Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated October 27, 2015, with Coastal Dredging Company, Inc., for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements and Extension Marsh Creation Project, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1493023 of the records of Terrebonne Parish, and

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

WHEREAS, the Engineer for this project, APTIM Coastal, Inc, recommends the acceptance of the substantial completion,

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1493023 of the Records of Terrebonne Parish, Louisiana, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, APTIM Coastal, Inc, and

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The chairman declared the resolution adopted on this _____ day of _____, 2018.

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY _____, 2018.

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



APTIM Coastal, Inc. (Formerly CB&I Coastal, Inc.)
2503 Petroleum Drive
Houma, Louisiana 70363
Tel: +1 985 868 3434
www.APTIM.com

June 28, 2018

Coastal Dredging Company, Inc.
P. O. Box 3085
Hammond, LA 70404

Attention: Mr. Thomas P. Kilbride, President

Subject: Certificate of Substantial Completion

**Reference: Terrebonne Parish Consolidated Government
Ward 7 Levee Improvements and Extension
Marsh Creation Project
For the Mitigation of the Lower Ward 7 Levee
TPCG Project No. 10-CDBG-R-LEV-63
APTIM Project No. 141235**

Dear Mr. Kilbride:

APTIM Coastal, Inc. reviewed the work performed by Coastal Dredging Company, Inc. for the above referenced project. APTIM recommends that this project be considered "substantially complete" as of June 26, 2018 in accordance with the Contract Documents. APTIM has attached a Certificate of Substantial Completion that must be completed before the final payment and retainage are paid.

Please return this signed original document as soon as possible to our office for further processing.

Upon the end of the 45-day lien period, upon presentation of a Clear Lien Certificate, providing of required Guarantees and Warranties for all work and operating equipment, and completion of all "Punch List" items, Coastal Dredging Company, Inc. shall be due their retainage. Accordingly, APTIM shall provide final inspection and recommendation of final acceptance, at which time Guarantee and Warranty Period shall begin.

Sincerely,

APTIM Coastal, Inc. (Formerly CB&I Coastal, Inc.)

Laura L. Barnes, P.E.
Project Manager

LLB:cw

Email only: Jeanne Bray, Capital Projects Administrator – TPCG
David Rome, Director of Public Works – TPCG
Joan Schexnayder, P.E. – Staff Engineer - TPCG
Madeleine Bodin-Engineering Intern - TPCG

Project: **WARD 7 LEVEE IMPROVEMENTS & EXTENSION**
Marsh Creation Project for the Mitigation of the Lower Ward 7 Levee

OWNER Terrebonne Parish Consolidated Government

OWNER's Contract No. 10-CDBG-R-LEV-63 ENGINEER PROJECT NO. 141235

CONTRACTOR Coastal Dredging Company, Inc. ENGINEER Apitim Coastal, Inc.
(Formerly CB&I Coastal)

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

All work performed in accordance with contract plans and specifications

TO Terrebonne Parish Consolidated Government

OWNER

And To **Coastal Dredging Company, Inc.**

CONTRACTOR

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

June 26, 2018

DATE OF SUBSTANTIAL COMPLETION

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

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

RESPONSIBILITIES

OWNER: Operation and maintenance. Permanent insurance shall be obtained by the Owner
before final payment if required.

CONTRACTOR: Contractor shall maintain all insurance in accordance with the
specifications.

Insurance should be maintained until the date of final payment and completion.

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

➤ None

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 June 27, 2018

Aptim Coastal, Inc.
ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__

Coastal Dredging Company, Inc.
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 20__

Terrebonne Parish Consolidated Government
OWNER

By: _____
(Authorized Signature)



Monday, July 9, 2018

Item Title:

Change Order No. 1 (Balancing) - Honeysuckle

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 1 (Balancing) for the Construction Agreement for Parish Project No. 95-DRA-67, 2-1A Drainage Improvements Projects, Phase VI - Honeysuckle, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/5/2018	Executive Summary
Resolution	7/5/2018	Resolution
Backup Material	7/5/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

• PROJECT TITLE	
95-DRA-67	2-1A Drainage Improvements – Phase VI (Honeysuckle)

PROJECT SUMMARY (200 WORDS OR LESS)
Drainage improvements in the vicinity of Honeysuckle Drive

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This Change Order No. 1 (Balancing) has been recommended to adjust the estimated contract item quantities.

TOTAL EXPENDITURE		
N/A		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$3,029,770.00

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

Jeanne P. Bray

07/05/2018

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 1 (Balancing) for the Construction Agreement for Parish Project No. 95-DRA-67, 2-1A Drainage Improvements Projects, Phase VI - Honeysuckle, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government awarded the construction to Byron E. Talbot Contractor, Inc., for Parish Project No. 95-DRA-67, 2-1A Drainage Improvements Projects, Phase VI - Honeysuckle, Terrebonne Parish, Louisiana, and

WHEREAS, this change order has been recommended so as to adjust the estimated contract item quantities for the completion of the project described on the attached Change Order No. 1 (Balancing) for the above referenced project, and

WHEREAS, the construction of the 2-1A Drainage Improvements Project, Phase VI - Honeysuckle Drainage Project is complete, and

WHEREAS, this change order will decrease the overall contract price by Thirty-Six Thousand Seven Hundred and Thirty-Two Dollars and Seventy-Three Cents (\$36,732.73), and

WHEREAS, Change Order No. 1 (Balancing) had been recommended by the Engineer, Providence Engineering & Design, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 1 (Balancing) to the construction agreement with Byron E. Talbot Contractor, Inc. for Parish Project No. 95-DRA-67, 2-1A Drainage Improvements Projects, Phase VI - Honeysuckle, Terrebonne Parish, Louisiana, for a decrease in the overall contract price of Thirty-Six Thousand Seven Hundred and Thirty-Two Dollars and Seventy-Three Cents (\$36,732.73), and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2018.

* * * * *

I, Venita H. Chauvin, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2018.

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



Project No. 441-011-PED

June 29, 2018

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

Re: Parish Project No. 95-DRA-67
Schriever Drainage Improvements
Forced Drainage Project 2-1A
Phase VI - Honeysuckle
Terrebonne Parish, Louisiana

Dear Ms. Picou-Bowens:

Attached for your review and approval is the original and three copies of Change Order No. 1 (Balancing) executed by the Engineer and Contractor for the above referenced project. Upon approval, please sign and date all copies of the certificate in the space provided, keep an executed copy for your files, and return the remaining copies to me for further processing.

Should you have any questions or need further assistance, please do not hesitate to contact me at the office listed below.

Sincerely,

Providence Engineering and Design, LLC

Richard L. Lottinger

RLL/dbp
Attachments

ecc: Ms. Jeanne Bray, Capital Project Administrator - TPCG

CHANGE ORDER

Dated June 12, 2018

OWNER's Project No. 95-DRA-67

ENGINEER's Project No. 441-011-PED

**Schriever Drainage Improvements,
Forced Drainage Project 2-1A
Phase VI, Honeysuckle**

Project: Terrebonne Parish, Louisiana

CONTRACTOR Byron E. Talbot Contractor, Inc.

Contract For Drainage ImprovementsContract Date February 16, 2018

To: Byron E. Talbot Contractor, Inc.

CONTRACTOR

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

Terrebonne Parish Consolidated Government

OWNER

By _____
Gordon E. Dove, Parish President

Dated _____, 2018

Nature of the Changes:

- | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------|----|------|------------|-----------------|-------------------|
| 1. Adjustment of Estimated Contract Quantities. | | | | | -(\$ 39,122.73) |
| 2. Add Item X-1: 12" BCCSP (FCO #1) | 24 | Lft. | @ \$ 35.00 | Lft. = | \$ 840.00 |
| 3. Add Item X-2: Tie-Into 71" x 47" W12" CMP (FCO #1) | 2 | Ea. | @ \$400.00 | Ea. = | \$ 800.00 |
| 4. Add Item X-3: Yard Drain (including 10' of 12" A2000
Pipe, 90° Bend, Grate, and Tie-in to Catch Basin Sta. 67+45). | | | | Lump Sum = | <u>\$ 750.00</u> |
| | | | | Net Deduction = | -(\$ 36,732.73) |

Enclosures:

Balance Sheet, and Field Change No. 1.

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

Contract Price Prior to This Change Order	\$ 589,017.50
-------------------------------------------	---------------

Net (Increase) (Decrease) Resulting from this Change Order	\$ -36,732.73
------------------------------------------------------------	---------------

Current Contract Price Including This Change Order	\$	<u>552,284.77</u>
----------------------------------------------------	----	-------------------

Contract Time Prior to This Change Order.....120 Days July 9, 2018
(Days or Date)

Net (Increase) (Decrease) Resulting from This Change Order 0
(Days)

Current Contract Time Including This Change Order.....120 Days July 9, 2018
(Days or Date)

The Above Changes Are Approved:

Providence Engineering and Design, LLC
ENGINEER

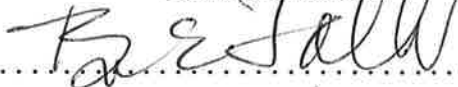
By 

Dated 6/12, 2018

Contractor acknowledges that the values set forth in this change order include any and all claims for additional compensation due to equitable adjustment resulting from any change in contract time as a result of this change order.

The Above Changes Are Accepted:

Byron E. Talbot Contractor Inc.
CONTRACTOR

By 

Dated 6/28, 2018



PROVIDENCE

FIELD CHANGE NO. 1

**Parish Project No. 95-DRA-67
Force Drainage Project 2-1A
Drainage Improvements Project Phase VI - Honeysuckle
Terrebonne Parish, Louisiana
Project No. 441-011-PED**

March 15, 2018

FIELD CHANGE:

Joyce Street Station 9+20 Rt. and Station 9+40 Rt.: Tie existing swale ditch to new drain pipe.

1. Add Item X-1: 12" BCCSP 24 Lft. at \$35.00 Lft. = \$840.00
2. Add Item X-2: Tie-in to 71" x 47" CMPA with 12" CMP 2 Each at \$400.00/Each = \$800.00

These two new items will be recommended for approval in the next processed change order.

Note: This field change will not require any additional contract time.

Byron E. Talbot Contractor, Inc.

Providence Engineering and Design, LLC

Terrebonne Parish Consolidated Government

Balancing Sheet

**Parish Project No. 95-DRA-67
Forced Drainage Project 2-1A
Drainage Improvements Project
Phase VI - Honeysuckle**

June 4, 2018

Item No.	Description	Contract Quantity		Final Quantity		Difference		Unit Price	Underrun	Overrun	Total Contract
202-01	Clearing and Grubbing	1	L.S.	1	L.S.	0	L.S.	\$14,000.00			\$ 14,000.00
202-01	Removal of Structures and Obstructions	1	L.S.	1	L.S.	0	L.S.	\$5,500.00			\$ 5,500.00
202-02-c	Removal of Cement Concrete Roadway	55	S.Y.	68	S.Y.	13	S.Y.	\$10.00		\$ 130.00	\$ 680.00
202-02-d	Removal of Concrete Driveways and Walks	100	S.Y.	171.4	S.Y.	71.4	S.Y.	\$10.00		\$ 714.00	\$ 1,714.00
202-02-g	Removal of Asphalt Surfacing and Stabilized Base Course	105	S.Y.	108	S.Y.	3	S.Y.	\$10.00		\$30.00	\$ 1,080.00
203-06-a	Excavation and Embankment	1	L.S.	1	L.S.	0	L.S.	\$22,500.00			\$ 22,500.00
302-02-a	Class II Base Course (8" Thick Limestone) (Including Geotextile Fabric)	160	S.Y.	127	S.Y.	(33)	S.Y.	\$28.00	\$ (924.00)		\$ 3,556.00
401-02	Aggregate Surface Course (Limestone) (AVM)	125	C.Y.	44.12	C.Y.	(80.88)	C.Y.	\$97.50	\$ (7,885.80)		\$ 4,301.70
402-01	Traffic Maintenance Aggregate (Limestone) (VM)	520	C.Y.	184.10	C.Y.	(335.90)	C.Y.	\$97.50	\$ (32,750.25)		\$ 17,949.75
501-03-a	2" Thick Asphaltic Concrete Wearing Course (Type 3)	120	S.Y.	100.77	S.Y.	(19.23)	S.Y.	\$23.00	\$ (442.29)		\$ 2,317.71
501-03-b	2" Thick Asphaltic Concrete Binder Course (Type 3)	105	S.Y.	100.77	S.Y.	(4.23)	S.Y.	\$26.00	\$ (109.98)		\$ 2,620.02
601-01-g	Portland Cement Concrete Pavement (8" Thick) (Including 6 x 6 x No. 6 Welded Wire Fabric) (Roadway)	55	S.Y.	68	S.Y.	13	S.Y.	\$72.00		\$936.00	\$ 4,896.00

Balancing Sheet

Parish Project No. 95-DRA-67
Forced Drainage Project 2-1A
Drainage Improvements Project
Phase VI - Honeysuckle

June 4, 2018

Item No.	Description	Contract Quantity		Final Quantity		Difference		Unit Price	Underrun	Overrun	Total Contract
701-03-a	Storm Drain Pipe (RCP) (18" Dia.)	24	Lft.	40	Lft.	16	Lft.	\$33.00		\$528.00	\$ 1,320.00
701-03-k	Storm Drain Pipe (RCP) (30" Dia.)	60	Lft.	60	Lft.	0	Lft.	\$65.00			\$ 3,900.00
701-03-o	Storm Drain Pipe (RCP) (48" Dia.)	136	Lft.	144	Lft.	8	Lft.	\$125.00		\$1,000.00	\$ 18,000.00
701-03-f	Storm Drain Pipe (BCCSP) (15" Dia.) (14 Gage)	20	Lft.	20	Lft.	0	Lft.	\$36.00			\$ 720.00
701-03-g	Storm Drain Pipe (BCCSP) (18" Dia.) (14 Gage)	58	Lft.	58	Lft.	0	Lft.	\$45.00			\$ 2,610.00
701-03-i	Storm Drain Pipe (BCCSP) (24" Dia.) (14 Gage)	51	Lft.	51	Lft.	0	Lft.	\$48.00			\$ 2,448.00
701-03-k	Storm Drain Pipe (PVC) (30" Dia.)	98	Lft.	64	Lft.	(34)	Lft.	\$52.00	\$ (1,768.00)		\$ 3,328.00
701-03-m	Storm Drain Pipe (PVC) (36" Dia.)	344	Lft.	344	Lft.	0	Lft.	\$65.00			\$ 22,360.00
701-03-n	Storm Drain Pipe (BCCSP) (42" Dia.) (14 Gage)	390	Lft.	390	Lft.	0	Lft.	\$88.00			\$ 34,320.00
701-04-d	Storm Drain Pipe Arch (RCP) (28" x 18")	144	Lft.	134	Lft.	(10)	Lft.	\$50.00	\$ (500.00)		\$ 6,700.00
701-04-g	Storm Drain Pipe Arch (BCCSPA) (49" x 33") (14 gage)	434	Lft.	434	Lft.	0	Lft.	\$137.00			\$ 59,458.00
701-04-j	Storm Drain Pipe Arch (BCCSPA) (71" x 47") (10 gage)	551	Lft.	551	Lft.	0	Lft.	\$176.00			\$ 96,976.00

Balancing Sheet

**Parish Project No. 95-DRA-67
Forced Drainage Project 2-1A
Drainage Improvements Project
Phase VI - Honeysuckle**

June 4, 2018

Item No.	Description	Contract Quantity		Final Quantity		Difference		Unit Price	Underrun	Overrun	Total Contract
702-02-a	Manholes (RCB-11 MOD)	2	Ea.	2	Lft.	0	Ea.	\$2,700.00			\$ 5,400.00
702-02-b	Manholes (Conflict Type)	1	Ea.	1	Ea.	0	Ea.	\$5,800.00			\$ 5,800.00
702-03-a	Catch Basin (CB-01)	3	Ea.	3	Ea.	0	Ea.	\$2,700.00			\$ 8,100.00
702-03-b	Catch Basin (CB-02)	10	Ea.	10	Ea.	0	Ea.	\$3,000.00			\$ 30,000.00
702-08	Side Drain Safety End (Type 2)	8	Ea.	8	Ea.	0	Ea.	\$4,000.00			\$ 32,000.00
706-02	Concrete Drive (6" Thick)	100	S.Y.	180	S.Y.	80	S.Y.	\$58.50		\$4,680.00	\$ 10,530.00
713-01	Temporary Signs and Barricades	1	L.S.	1	L.S.	0	L.S.	\$6,500.00			\$ 6,500.00
717-01	Seeding	30	Lbs.	30	Lbs.	0	Lbs.	\$60.00			\$ 1,800.00
718-01	Fertilizer	500	Lbs.	500	Lbs.	0	Lbs.	\$3.00			\$ 1,500.00
723-02	Granular Material (VM) (Drain Pipe Backfill Under Roads Only)	350	C.Y.	93.64	C.Y.	(256.36)	C.Y.	\$16.00	\$ (4,101.76)		\$ 1,498.24
726-01	Bedding Material (Limestone) (Net Section) (Including Geotextile Fabric) (Drain Pipe)	592	C.Y.	616.11	C.Y.	24.11	C.Y.	\$85.00		\$2,049.35	\$ 52,369.35
727-01	Mobilization and Demobilization	1	L.S.	1	L.S.	0	L.S.	\$22,000.00			\$ 22,000.00

Balancing Sheet

Parish Project No. 95-DRA-67
Forced Drainage Project 2-1A
Drainage Improvements Project
Phase VI - Honeysuckle

June 4, 2018

Item No.	Description	Contract Quantity		Final Quantity		Difference		Unit Price	Underrun	Overrun	Total Contract
740-01	Construction Layout	1	L.S.	1	L.S.	0	L.S.	\$5,500.00			\$ 5,500.00
S-001	Saw Cut	400	Lft.	407	Lft.	7	Lft.	\$6.00		\$42.00	\$ 2,442.00
S-002	Drilled Dowel Bars	50	Ea.	50	Ea.	0	Ea.	\$9.00			\$ 450.00
S-003	Fabricated 24" Dia. Pipe Riser with Grate Inlet (Complete)	5	Ea.	5	Ea.	0	Ea.	\$1,500.00			\$ 7,500.00
S-004	Concrete Revetment Mattress (8'x 20'x4.5")	8	Ea.	7	Ea.	(1)	Ea.	\$1,650.00	\$ (1,650.00)		\$ 11,550.00
S-005-a	Adjust Water Main (8" Dia. and Smaller)	2	Ea.	2	Ea.	0	Ea.	\$3,600.00			\$ 7,200.00
S-007	Tie-in Existing Sewer Effluent Lines (Complete)	6	Ea.	3	Ea.	(3)	Ea.	\$500.00	\$ (1,500.00)		\$ 1,500.00
S-008	Adjusting Existing Waterline Service	1	Ea.	5	Ea.	4	Ea.	\$600.00		\$2,400.00	\$ 3,000.00
X-1	12" BCCSP (FCO #1)	0	Lft.	24	Lft.	24	Lft.	\$35.00		\$840.00	\$ 840.00
X-2	Tie-In to 71" x 47" W12" CMP (FCO #1)	0	Ea.	2	Ea.	2	Ea.	\$400.00		\$800.00	\$ 800.00
X-3	Yard Drain (including 10' of 12" A2000 Pipe, 90 Degree Bend, Grate, and Tie-In to Catch Basin Sta. 67+45.)	0	L.S.	1	L.S.	1	L.S.	\$750.00		\$750.00	\$ 750.00
TOTAL BASE BID									\$ (51,632.08)	\$ 14,899.35	\$ 552,284.77
NET UNDERRUN									\$ (36,732.73)		



Monday, July 9, 2018

Item Title:

Solid Waste Transportation

Item Summary:

RESOLUTION: Authorizing the parish president to execute a contract with W.B. Company, Inc. for solid waste transportation services in Terrebonne Parish, and to provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Solid Waste Transportation	7/5/2018	Executive Summary
Solid Waste Transportation	7/5/2018	Resolution
Solid Waste Transportation	7/5/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

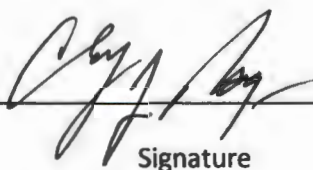
PROJECT TITLE
W.B. Company, Inc. Solid Waste Transportation Services

PROJECT SUMMARY (200 WORDS OR LESS)
Authorizing an agreement with W.B. Company, Inc. for Solid Waste Transportation to River Birch Landfill.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Provide Solid Waste transportation and related matters for three years.

TOTAL EXPENDITURE				
\$1,471,137.00 Annually				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES 2018	IF YES AMOUNT BUDGETED:	\$1,471,137.00

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


Signature

7-5-18
Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. 18-_____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A CONTRACT WITH W.B. COMPANY, INC. FOR SOLID WASTE TRANSPORTATION SERVICES IN TERREBONNE PARISH, AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, the Terrebonne Parish Consolidated Government has contracted with the W.B. Company, Inc. for over ten years, which serves the TPCG in transportation of solid waste from the Ashland Landfill to an out of town disposal facility; and

WHEREAS, the current agreement between the TPCG and the W.B. Company will expire July 31, 2018; and

WHEREAS, the W.B. Company has proposed a new contract offering the same services to begin August 1, 2018, and

WHEREAS, TPCG wishes to secure the services of the W.B. Company for the continued transportation of solid waste from Terrebonne Parish to another disposal site;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to sign and to execute all necessary documents to contract with the W.B. Company, Inc. for the described services, in such terms and at such rates not inconsistent with the attached agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the____ day of _____ 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 _____ Committee on _____, 2018 and subsequently ratified by the Assembled Council in Regular Session on _____, 2018 at which meeting a quorum was present.

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

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA

PARISH OF TERREBONNE

SOLID WASTE TRANSPORTATION SERVICES AGREEMENT
between
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
and
W. B. COMPANY, INC.

BE IT KNOWN that on the date(s) inscribed below, before the undersigned Notary(ies) Public, duly qualified and commissioned in their respective parishes, came and appeared:

Terrebonne Parish Consolidated Government (“TPCG” or “Owner”), a political subdivision of the state of Louisiana, with a mailing address of PO Box 2768, Houma LA 70361, represented herein by its authorized Parish President, Gordon E. Dove, as evidenced by Resolution Number 18- of the Terrebonne Parish Council; and

W. B. Company, Inc. (“WB” or “Contractor”), a Louisiana corporation, with a mailing address of 5955 Grand Caillou Road, Houma LA 70363, represented herein by its authorized President, Josephine Bonvillain, as evidenced by the attached corporate resolution dated;

who declared that they agree as follows:

PART I: GENERAL TERMS AND COMPENSATON

1: DEFINITIONS

Wherever used in this Agreement or in any other Contract Documents the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. Amendment: A document, which specifies changes to the Contract Documents, signed by Owner and Contractor, on or after the Effective Date of the Agreement.

1.2. Agreement: The principal Contract Document entitled “Solid Waste Transportation Services,” which specifies the understandings between Owner and the Contractor, covering the work to be performed, and all exhibits and attachments thereto. This Agreement makes up only part of the Contract Documents.

1.3. Application for Payment: The form accepted by Owner which is to be used by Contractor in requesting monthly payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4. Bonds: Performance bonds and payment bonds accepted at the sole discretion of the Owner and under the terms and conditions acceptable to the Owner. In the event that the parties agree to utilize a letter of credit in lieu of a bond, the term “letter of credit” shall be substituted for “bond” as appropriate.

1.5. Contract or Contract Documents: This Agreement, any attachments and exhibits to this Agreement, any Bonds and Insurance as required in this Agreement, and all Amendments, modifications and supplements to this Agreement.

1.6. Contract Price: The moneys payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

1.7. Contractor: The person, firm or corporation with whom Owner has entered into the Agreement.

1.8. Disposal Facility: River Birch Landfill, 2000 South Kenner Road, Avondale, LA or such alternate location as may be designated by Owner.

1.9. Laws and Regulations, Laws or Regulations: All applicable parish, state, and federal laws, rules, regulations, ordinances, codes and/or orders.

1.10. Owner: The Terrebonne Parish Consolidated Government.

1.11. Solid Waste: Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations and which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare, as defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Louisiana under the Louisiana Solid Waste Regulations § 115. Solid Waste does not include sewage, mining residues, slag, dissolved or suspended solids in industrial wastewater effluents, which are not acceptable for disposal in sanitary sewage treatment system.

1.12. Solid Waste Transportation: The conveying of Solid Waste from one place to another by means of a vehicle, rail car, water vessel, conveyor or other means approved by Owner.

1.13. Volume: an amount or quantity (i.e. tons with respect to volume of Solid Waste transported); otherwise generally, an amount of space expressed in cubic units.

1.14. Work: The entire completed service or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating equipment to the service all as required by the Contract Documents.

2: CONTRACT DOCUMENTS

2.1. Intent: The Contract Documents comprise the entire agreement between Owner and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning.

2.2. Amending and Supplementing Contract Documents: The Contract Documents may only be amended or supplemented to provide additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by written Amendment, signed by the duly authorized representatives of both parties.

2.3. Giving Notice: Whenever any provision of the Contract Documents require the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, or via overnight carrier with confirmation, to the recipient at the address first written above.

3: TERM OF THE CONTRACT

The initial term of the Contract shall be three (3) years commencing on August 1, 2018, and ending July 31, 2021. The contract may be renewed for two additional three (3) year periods by mutual agreement of Owner and Contractor reflected in an Amendment to the Agreement.

4: EFFECTIVE DATE

The effective date of this Contract shall be August 1, 2018.

5: EXCLUSIVITY

This Agreement shall not constitute a franchise. Additionally, this Agreement shall not constitute an exclusive right to transport Solid Waste on behalf of TPCG.

6: TRANSFERABILITY OF CONTRACT

No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor, and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner. In the event of any assignment, the assignee shall assume the liability with the Contractor who shall continue to remain liable for the faithful performance of the Contract.

7: PERFORMANCE AND PAYMENT BONDS

7.1. Contractor shall furnish Performance and Payment Bond or Irrevocable Letter of Credit, in an amount at least equal to \$200,000.00 as security for the faithful performance and payment of all Contractor's obligations under the Contract. This Performance and Payment Bond or Letter of Credit shall be maintained throughout the Contract period and remain in effect at least six months after the date of final payment, except as otherwise provided by Law or Regulation or the Contract Documents. The Contractor shall also furnish such other security when required by the Contract Documents. All security shall be in the forms prescribed by Law or Regulations or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds prescribed by the Contract Documents shall be written by a surety company currently possessing an A. M. Best's rating of no less than A- and currently licensed to do business in the State of Louisiana. In addition, all insurance prescribed by the Contract Documents shall be written by an insurance company currently possessing an A.M. Best's rating of no less than A:VI and currently licensed to do business in the State of Louisiana. If the Surety on any Bond, furnished by Contractor, is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Louisiana or it ceases to meet the requirements specified herein, Contractor shall, within five days thereafter, substitute another Bond and Surety, both of which shall be acceptable to Owner.

7.2. If an Irrevocable Letter of Credit is used, it shall be issued by a bank doing business in Terrebonne Parish, Louisiana. The Letter of Credit must be in a form acceptable to the Owner and must be submitted to the Owner for review and approval within thirty (30) days of the execution of this Agreement.

8: CONTRACTOR'S INSURANCE REQUIREMENTS

At its costs, Contractor shall procure and maintain for the duration of the Contract insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance or nonperformance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors in conformity with the terms, conditions, and requirements noted below.

8.1. Minimum Scope of Insurance

Coverages shall be at least as broad as:

Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability coverage ("occurrence form CG001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

Insurance Services Office form number CA0001 (Ed. 1/78) covering Automobile Liability and endorsement CA0025 or CA0001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Contract, and the vendor/Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

Worker's Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

8.2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code on the State of Louisiana and Employers Liability coverage. Exception: Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

8.3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, its officers, officials, employees and volunteers; or the Contractor shall procure a Bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8.4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

8.4.1. General Liability and Automobile Liability Coverages

8.4.1.1. TPCG, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of TPCG.

8.4.1.2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and Commissions or volunteers.

8.4.1.3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

8.4.2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for TPCG. TPCG and Contractor mutually agree that it is their intention to recognize TPCG as the statutory employer of the Contractor's employees (whether direct employees or statutory employees of the Contractor) when any of the Contractor's employees are doing work and/or providing services under this Agreement.

8.4.3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

8.5. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

8.6. Verification of Coverages

Contractor shall furnish TPCG with certificates of insurance affecting coverage required prior to the commencement of Work. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. TPCG reserves the right to require complete, certified copies of all required insurance policies at any time.

8.7. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for sub- contractors shall be subject to all of the requirements stated herein.

9: INDEMNIFICATION

9.1. The Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as

allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into. Including, and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

9.2. In the event of joint and concurrent negligence of both Contractor and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any government immunity available to TPCG under Louisiana law and without waiving any defenses of the parties hereto.

9.3. This indemnification shall not apply to any sole liability of the TPCG.

10: TAXES, PERMITS, LICENSES

10.1. Contractor shall pay all sales, consumer, use and other similar taxes required by applicable Laws and Regulations. Contractor shall obtain, maintain, and pay for all necessary permits and licenses.

10.2. Contractor shall maintain such status/standing as necessary to require that sales tax attributable to the purchase of motor vehicles and equipment used for Terrebonne will be allocated to Terrebonne pursuant to LA RS 47:301(18)(b).

11: LAW AND REGULATIONS / CHOICE OF LAW AND JURISDICTION

11.1. The Contractor shall give all notices and conduct operations under this Contract in compliance with all applicable Laws and Regulations; provided however, that the Agreement shall govern the obligation of the Contractor where there exist conflicting ordinances of Terrebonne Parish on the subject.

11.2. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations. If Contractor observes that the Agreement is at variance with any Laws or Regulations, Contractor shall give Owner prompt written notice thereof, and any necessary changes will be authorized by one of the methods provided herein. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws and Regulations, and without such notice to Owner, Contractor shall bear all costs arising therefrom.

11.3. The Contract Documents will be construed in accordance with the State of Louisiana Law and enforced in the 32nd Judicial District Court, Parish of Terrebonne.

12: BASIS AND METHOD OF PAYMENT

12.1. For services provided pursuant to the Contract in the initial year of service the Contractor shall be compensated a Base Unit Rate of \$8.73 per ton.

12.2. Owner will pay any expenses incurred by Contractor for disposal tipping up to \$.50 per ton.

12.3. Beginning on the first annual contract anniversary, August 1, 2019, the Base Unit Rate shall be adjusted annually upward or downward to reflect changes in the cost of operations from the previous year, as reflected by the U.S. Department of Labor, Bureau of Labor Statistics, "Consumer Price Index for All Urban Consumers (CPI-U)" publication for "All items less energy" in the "South" region, not to exceed three (3) percent, rounded to the nearest \$.01.

12.4. To account for the cost and changes in the cost of fuel, a monthly fuel adjustment will be paid on the basis of twenty-five (25) gallons per round-trip at a price per gallon equal to 95% of the US Energy Information Administration (EIA) index of Weekly Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Prices, rounded to the nearest \$.01, it being the intent of the parties that the annual weighted average index unit price will equal or exceed WB's actual annual weighted average unit cost.

12.5. Inasmuch as the loading and compaction of Solid Waste into transport trailers bears

directly on Contractor's income and is under the direct control of Owner, Owner will compensate Contractor for any additional volumes necessary to result in an average annual load per trip of 28 tons. Such additional volumes shall be compensated at the rate of the annual weighted average base and fuel rates for all volumes transported.

12.6. At times during the year the density and quantity of waste transported by Contractor may be materially increased or decreased by seasonal fluctuations, due to the amount of bulky or green waste, weather conditions, and increases in business activities. Resulting variations in loads or Volumes will not be considered justification for any additional monetary compensation or justification for the Contractor not to maintain adequate resources to perform the Work. Except as provided in 12.4 above, Owner makes no representation as to volumes and compensation shall be based on application of Contractor's unit prices to actual Volume transported.

12.7. Federal or State Declared Disaster Recovery

In case of a Federal or State declared disaster, where it is necessary for the Contractor to acquire additional equipment or to hire extra crews to maintain transportation services following the disaster, the Contractor may receive extra compensation above the contract agreement for additional costs, provided he has secured prior written authorization from the Owner before commencing such work. Total compensation for such service shall be based on rates and level of service jointly agreed to by the Owner and the Contractor. Contractor will be required to work with the Owner in all possible ways for an efficient and rapid recovery and transfer and disposal of the solid waste.

12.8. The Contractor and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to all operating costs and shall make such materials available at their respective offices at all reasonable times during the Contract period and for five (5) years from the date of final payment under this Contract, for inspection by the Owner, its duly authorized auditor, and/or Legislative Auditor and copies thereof shall be furnished if requested.

13: PAYMENTS TO CONTRACTOR

13.1. Payments for work performed will be based on the number of units of Work. The schedule of values established in the Contract Documents will serve as the basis for payment and will be incorporated into a form of Application for Payment acceptable to the Owner.

13.2. Contractor shall submit an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the application and not previously applied for, accompanied by such supporting documentation as is required by the Contract Documents.

13.3. Owner will pay Contractor all undisputed sums owed within thirty (30) calendar days after receipt of the Application for Payment.

14: SUSPENSION AND/OR TERMINATION OF WORK

14.1. Owner may suspend or terminate the work for cause upon the occurrence of any one or more of the following events:

14.1.1. If Contractor commences a voluntary case or if a petition is filed against Contractor under any chapter of the bankruptcy code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.1.2. If Contractor makes a general assignment for the benefit of creditors;

14.1.3. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

14.1.4. If, after the Owner has given the Contractor thirty (30) days to remedy the unsatisfactory performance, the Contractor persistently fails to perform the work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers, equipment, or service;

14.1.5. If Contractor disregards Laws and Regulations of any public body having jurisdiction Owner may after giving Contractor seven (7) days' written notice, terminate

the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, equipment and machinery and use the same to the full extent that could be used by Contractor (without liability to Contractor for trespass or conversion) and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment. If the cost of performing the Work exceeds the Contract Price, Contractor shall pay the difference to Owner. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14.2. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract not appropriated by the governing authority of the Owner in any fiscal year covered by this contract, this agreement may be terminated by the Owner giving notice to the Contractor of such facts and the Owner's intention to terminate its financial obligation.

14.3. Owner may terminate this Agreement at any time for convenience by giving Contractor not less than thirty (30) days written notice. Contractor shall be entitled to payment for all completed Work.

14.4. Any failure by the Owner or its successors and assigns to observe the terms and conditions of this Agreement (including, but not limited to payment obligations) shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the Contractor, constitute grounds for termination.

15: LIQUIDATED DAMAGES

15.1. Breach of Service

As a breach of the service provided by this Contract would cause serious and substantial damage to the Owner and its inhabitants, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that in case of breach of service, the Owner may assess and collect liquidated damages as specified below, such sums being agreed as the amount which the Owner will be damaged by the breach of such service. Such liquidated damages, limited in the daily aggregate amount to \$750 per day, shall be deducted from the monthly payments due the Contractor.

- 15.1.1.** Each day or part thereof that Contractor does not have available the required number of tractor trucks\$225.00
- 15.1.2.** Each day or part thereof that Contractor does not have available the required number of MSW transport trailers\$100.00
- 15.1.3.** Each hour or part thereof that Contractor does not have an MSW transport trailer available for loading at Owner's Ashland Pickup Station\$75.00

16: LEGAL REMEDIES

The imposition of liquidated damages shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach of service under this Contract.

17: MISCELLANEOUS

17.1. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be as a substitute waiver of the provisions of any applicable statute of limitations or repose. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Contract and all of the rights and remedies available to Owner thereunder, are in addition to, and are not to be construed in anyway as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each they apply. All representations, warranties and guarantees made in the documents will survive final payment and termination or completion of the Agreement.

17.2. Notwithstanding provisions of the above Article 17.1, Contractor acknowledges that as a

result of the nature of the Work and Owner's loading of Contractor's transport trailers, there will be substantial wear and tear on Contractor's equipment, the cost of the repair of which damage Contractor has provided for in the agreed upon compensation provided in Article 12, Basis and Method of Payment. Contractor may petition TPCG and TPCG may additionally compensate Contractor for extraordinary damage to Contractor's equipment occasioned by TPCG's loading operations, the eligibility and extent of which shall be in the sole judgment of TPCG.

18: FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

PART II: PERFORMANCE SPECIFICATIONS

1. SCOPE

Work done under this Contract shall include all the supervision, materials, equipment, labor, and all items necessary and incidental to performing the Work in accordance with the Contract Documents.

2. SERVICES

Services covered by this Contract are for Solid Waste Transportation from Owner's Ashland Pickup Station, located at 277 Ashland Landfill Road, Houma, LA to River Birch Landfill, 2000 South Kenner Road, Avondale, LA. Contractor shall provide the required equipment, materials, and personnel to assure a smooth and uninterrupted transfer of Solid Waste.

3. METHOD

3.1. All methods of hauling waste and types of equipment utilized shall comply with all applicable Laws and Regulations, including those administered by the Louisiana Department of Environmental Quality (LA DEQ) governing transporters of Solid Waste (see LA DEQ Environmental Regulatory Code Section 33: VII: §705 as amended).

3.2. Contractor shall cover, tie, contain, and enclose all solid waste in a manner that prevents rain from reaching waste, inhibits access by rodents and insects, prevents waste from falling or blowing from the vehicle, minimizes escape of odors, and does not create a nuisance.

3.3. Transportation routes shall be established by Contractor, subject to Owner's approval.

4. SUPERVISION AND SUPERINTENDENCE

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures and will employ and maintain an adequate staff of qualified and experienced supervisor(s), at least one who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's designated representative by the Owner's designated representative(s) shall be as binding as if given to the Contractor. Contractor shall be responsible to see that the Work complies accurately with the Contract Documents.

5. PERSONNEL

5.1. Generally - Contractor shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Work site, especially in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and as otherwise indicated in the Contract Documents.

5.2. Management Personnel - The Contractor shall assign a qualified person or persons to be in charge of the operations. Such person(s) shall have full authority to immediately respond to

complaints or problems and shall be able to maintain an adequate level of services as required herein. Contractor shall furnish the name(s) and information regarding the experience and qualifications of said person(s) to the Owner. The manager shall reside within Terrebonne Parish. Contractor shall have a management representative accessible by Owner at all times in the event of emergencies.

5.3. Employee Safety - The Contractor shall provide operating and safety training for all employees and shall comply with all OSHA regulations.

5.4. Nondiscrimination - The Contractor shall not discriminate against any person because of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any subcontracts associated with the performance of the Work.

5.5. Utilization of Local Personnel - The Contractor shall offer jobs to qualified Terrebonne Parish residents before attempting to hire through other means or from other sources.

5.6. Representation - The Contractor, employees, officers, agents, or anyone acting on behalf of the Contractor shall at not identify themselves or in any way present themselves as being employees, officers, or agents of the Owner.

5.7. Discharge of Employees – Any employee, subcontractor, or agent of the Contractor who TPCG may find to be quarrelsome, dishonest, incompetent, or inexperienced or who TPCG shall find does not work for the good of the job shall, upon written notice from TPCG, be removed from the Work by Contractor.

6. MATERIAL AND EQUIPMENT

6.1. Generally

6.1.1. The Contractor shall purchase and have on hand at all times such equipment and materials required to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair and appearance and in a sanitary condition at all times. Contractor shall regularly inspect all equipment and promptly address any required repairs.

6.1.2. All types of equipment utilized shall comply with all applicable Laws and Regulations, including those administered by the Louisiana Department of Environmental Quality (LA DEQ) governing transporters of Solid Waste (see LA DEQ Environmental Regulatory Code Section 33: VII: §705 as amended) and all applicable local ordinances governing weight and size limitations of the streets traveled.

6.1.3. All licenses and permits shall be the responsibility of the Contractor.

6.2. Tractor Trucks – Contractor shall maintain a fleet of no less than four (4) Class 8, 80,000 lb tractor trucks.

6.3. Transport Trailers

6.3.1. Transfer trailers shall be of the tipper design, sized to maximize the amount of waste being transported, and suitable for use in conjunction with Owners Ashland Pickup Station. The transfer trailers shall contain waste without allowing materials to fall or blow off, shall be leak-resistant so as to prevent emissions, and shall be washed down regularly ensure that odors generated by putrescible matter are minimized.

6.3.2. For the duration of the contract, WB shall maintain a fleet of no less than thirteen (13), one hundred twenty-five (125) cubic yard capacity MSW transport trailers;

6.4. Replacements – Contractor shall maintain an adequate number of spare trucks and trailers to be deployed to facilitate normal service or in the event of breakdown. Should it become necessary for the Contractor to replace any equipment, said equipment must be replaced, at a minimum, with equipment that is similar in age, model and condition of the unit replaced. Contractor shall advise Owner immediately of any necessary replacement and no equipment may be replaced without Owner's acknowledgement.

6.5. Storage, Staging, and Maintenance – Owner will designate areas at the Ashland Pickup Station facility for Contractor's storage, staging, and maintenance of equipment used in the performance of this Contract. On-site maintenance activities shall be limited to washing of transport trailers, tire replacements, and minor repairs. Contractor shall be responsible to clean and maintain all areas utilized in neat and orderly manner. Although security measures (perimeter fence and / or security guard) will be provided at the Ashland Pickup Station facility, the Owner offers no guarantee as to the safety of equipment stored. Storage of Contractor's equipment at a location other than the Ashland Pickup Station facility shall be subject to

Owner's approval.

6.6. Inspections

6.6.1. Vehicle Inspections – As required by Law or Regulation, Contractor shall maintain current vehicle inspections on all equipment utilized under the Contract, copies of which shall be provided to the Owner.

6.6.2. To insure compliance with the Agreement, the Owner reserves the right to inspect Contractor's equipment at any time to ascertain compliance with the Contract. The Owner reserves the right to order the Contractor to discontinue use of equipment that does not meet nominal standards for appearance and condition.

6.7. Markings

6.7.1. Each tractor truck shall have the Contractor's name and phone number and US Department of Transportation identification number clearly visible on each side of the vehicle.

6.7.2. No advertisement, political or otherwise, shall be permitted on vehicles without the expressed written consent of the Owner.

6.7.3. Owner shall be permitted to install identification markings on Contractor's equipment utilized to provide service under this Contract, such that Contractor's equipment may be easily identified.

6.8. Size - All Collection vehicles providing service shall have bodies no larger than 25 cubic yards. Chassis shall be tandem axle regardless of body size.

6.9. Hauling - All materials hauled by the Contractor shall be contained and/or enclosed so that leaking, spilling, blowing and littering are prevented. All methods of hauling waste and types of equipment utilized shall comply with all applicable Laws and Regulations.

6.10. Use of Local Suppliers - The Contractor is required to purchase supplies, parts, fuel, tires, etc. used in the performance of this Contract locally, where quality, price and availability are equal.

6.11. Sale / Transfer - The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse his title or right of possession in and to any real or personal property and/or equipment used in the performance of this Contract without the prior written consent of the Owner. Any attempt to do so without such permission shall constitute a material breach of Contract.

6.12. Miscellaneous – Owner shall be permitted to install and maintain GPS tracking devices on Contractor's equipment utilized to provide service under this Contract, such that real-time or near-real-time data is accessible by Owner.

7. SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons and organizations who may be affected thereby and all the work and materials and equipment to be incorporated therein, whether in storage on or off the site.

8. LITTER OR SPILLAGE

If any spillage or leakage occurs during the transportation of Solid Waste, the Contractor shall be responsible to have the spillage collected immediately and the area properly cleaned at no additional cost to Owner.

9. OFFICE

Contractor shall maintain an office within the Parish.

10. COMPLAINTS

Contractor shall direct all complaints to Owner. Owner shall maintain a record of all complaints received and shall provide Contractor written notice of each. The Contractor shall conduct an investigation and shall provide a written report or explanation to Owner within one working day following Owner's notice, which report shall minimally include what measures have been or will be taken to resolve the complaint. Contractor's failure to

respond will be cause for the complaint to be considered valid. Regardless, Owner will make the final determination on any contested complaint.

11. TRANSPORTATION ROUTES

Transportation routes shall be established by the Contractor, subject to the approval of the Owner. Contractor shall endeavor to optimize routes so as to provide for efficient and effective performance.

12. HOLIDAYS

New Year's Day, Mardi Gras Day, Thanksgiving Day, and Christmas Day holidays will be observed under the Agreement.

13. OWNERSHIP OF WASTE

Title to all Solid Waste transported under this Contract shall pass to the Contractor when placed in the transport trailer(s) regardless of the ownership of the trailer.

14. DISPOSAL LOCATION AND OPERATING SCHEDULE

14.1. Location - The primary Disposal Facility for Solid Waste transported under this contract shall be the River Birch Landfill, 2000 South Kenner Road, Avondale, LA. Should the Owner choose an alternate disposal site, Contractor will comply within thirty (30) days of written notice. Barring agreement between Owner and Contractor on a Unit Cost for transportation to an alternate site, travel time and distance compared to the primary site will bear equally on the compensation adjustment.

14.2. Hours of Operation – Owner's Ashland Pickup Station operates Monday through Friday, 7:00 AM. until 4:00 PM and 7:00 AM until 12:00 PM on Saturdays and TPCG Holidays not observed under the contract. Contractor is responsible for advice regarding the operating schedule of the Disposal Facility.

15. OTHER PROVISIONS

15.1. Financial Disclosure. Each recipient may be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

15.2. Audit. It is hereby agreed that the State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option of inspecting and auditing all data, records and accounts of the Contractor which relate to this Agreement, upon request, for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

15.3. Record Retention. Contractors and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment or as required by applicable State and Federal law.

15.4. Record Ownership. All records, reports, documents, or other material related to this Agreement or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Contractor to the TPCG, at Contractor's expense, at termination or expiration of this contract.

15.5. Access to Records. Contractor authorizes any recipient, US Funding Agency, the Comptroller General, or an of their dully authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

15.6. No Waiver. The failure of TPCG to enforce any or all of the terms or conditions of this Agreement or of any of the Contract Documents in particular instances shall not constitute a

waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement or any of the Contract Documents.

15.7. Acknowledgment of Exclusion of Workers' Compensation Coverage. The TPCG and the Contractor expressly agree that the Contractor is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the TPCG shall not be liable to the Contractor or to anyone employed by the Contractor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

15.8. Acknowledgment of Exclusion of Unemployment Compensation Coverage. The TPCG and the Contractor expressly declare and acknowledge that the Contractor is an independent contractor and, as such, is being engaged by the TPCG under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

15.8.1. Contractor has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;

15.8.2. The services to be rendered by the Contractor are outside the normal course and scope of the TPCG's usual business; and

15.8.3. The Contractor is customarily engaged in an independently established trade, occupation, profession, or business.

15.8.4. Consequently, neither the Contractor nor anyone employed or contracted by the Contractor shall be considered an employee of the TPCG for the purpose of unemployment compensation coverage.

15.9. Employment of TPCG Personnel. The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the TPCG.

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

15.11. Covenant against Contingent Fees. The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

15.13. Familiarity with Laws and Ordinances. Contractor shall familiarize themselves with and shall comply with all applicable State and Federal laws, municipal ordinances, resolutions and the rules and regulations of all authorities having jurisdiction over the project, which may directly or indirectly affect the work or its prosecution. These laws and/or ordinances will be

deemed to be included in the Agreement, the same as though herein written out in full. In case of conflict between the requirements of these specifications and any State and/or Federal Regulations or Laws, the State and/or Federal Regulations or Laws shall take precedence in all cases in which State and/or Federal Funding of the contract, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

15.14. Taxes. Contractor shall register with the Terrebonne Parish Sales and Use Tax Department for use tax purposes. It is acknowledged and understood that all applicable taxes are included in the Contract price.

PART III: SIGNATURES OF THE PARTIES

W. B. COMPANY, INC.

THUS done and signed on this ____ day of _____ 2018 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of _____, parish of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

CONTRACTOR:

X: _____
BY: JOSEPHINE BONVILLAIN
ITS: PRESIDENT

NOTARY PUBLIC

TPCG

THUS done and signed on this ____ day of _____ 2018 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT:

X: _____
BY: GORDON E. DOVE
ITS: PARISH PRESIDENT

NOTARY PUBLIC

Category Number:
Item Number: 7.



Monday, July 9, 2018

Item Title:

Ordinance - 4-Way Stop, Central & Pear

Item Summary:

Introducing an ordinance that will establish a "4-Way Stop" at the intersection of Central Avenue and Pear Street and calling a public hearing on July 25, 2018 at 6:30 p.m.

ATTACHMENTS:

Description

Ordinance

Upload Date

7/6/2018

Type

Ordinance

OFFERED BY: MS. C. DUPLANTIS-PRATHER
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE AMENDING THE PARISH CODE OF TERREBONNE PARISH, CHAPTER 18, MOTOR VEHICLES AND TRAFFIC, ARTICLE IV. OPERATION OF VEHICLES, DIVISION 2. PARISH, SECTION 18-87. FOUR-WAY STOP INTERSECTIONS, TO ESTABLISH A “4-WAY STOP” AT THE INTERSECTION OF CENTRAL AVENUE AND PEAR STREET, TO AUTHORIZE THE INSTALLATION OF THE REQUIRED SIGNS; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the parish Codes of Terrebonne Parish, Chapter 18. Motor Vehicles and Traffic, Article IV. Operation of Vehicles, Division 2. Parish, Section 18-87. Four-way stop intersections, so as to establish a “4 Way Stop” at the intersection of Central Avenue and Pear Street. as follows:

CHAPTER 18. MOTOR VEHICLES AND TRAFFIC
ARTICLE IV. OPERATION OF VEHICLES
DIVISION 2. PARISH
SECTION 18-87. FOUR-WAY STOP INTERSECTIONS

The intersection of Central Avenue and Pear Street shall hereby be established as a “4 Way Stop” and the appropriate “4 Way Stop” signs shall be erected and maintained at said location. Any vehicle traveling at the aforementioned location shall respect and adhere to the signs as posted.

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.

SECTION III

Any ordinance or part thereof in conflict herewith is hereby repealed.

SECTION IV

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

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