
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Dirk Guidry	Chairman
Mr. John Amedee	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. Gerald Michel	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Daniel Babin	Member
Mr. Steve Trosclair	Member



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

AGENDA

October 24, 2022
5:45 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located **on the table near the entrance into the building** 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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for Valhi Blvd. Shared-Use Path, State Project No. H.013714.
- 2. RESOLUTION:** Authorizing the Parish President's Execution of an Agreement with Keystone Partners, LLC d/b/a Keystone Nutrition for Food Services for the Juvenile Justice Center.
- 3. RESOLUTION:** ~~Providing for the acceptance of work performed by Legacy Restoration & Referral, LLC, in accordance with the Certificate of Substantial Completion for Parish Project 15-BLDG-13, FP&C No. 50-J55-14-06, South Louisiana Wetlands Discovery Center Phase 1 Wetlands Exhibit & Ancillary Structures, Terrebonne Parish, Louisiana.~~ **(ITEM PULLED PRIOR TO MEETING PER PARISH**

ADMINISTRATION REQUEST)

4. **RESOLUTION:** Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.
5. Adjourn

Category Number:
Item Number:



Monday, October 24, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, October 24, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, October 24, 2022

Item Title:

Valhi Shared Use Path Entity/State Agreement

Item Summary:

RESOLUTION: Authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for Valhi Blvd. Shared-Use Path, State Project No. H.013714.

ATTACHMENTS:

Description

Executive Summary

Resolution

Upload Date

10/19/2022

10/19/2022

Type

Executive Summary

Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Valhi Blvd. Shared-Use Path

PROJECT SUMMARY (200 WORDS OR LESS)
To authorize execution of an Entity/State agreement with LaDOTD for the design and construction.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Construction of shared-use path along Valhi Boulevard (Bayou Country Sports Park to Ravensaide Drive).

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

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

Joan E. Schexnayder

10/19/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing the signing of the Entity/State agreement with Louisiana Department of Transportation and Development for **Valhi Blvd. Shared-Use Path, State Project No. H.013714.**

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

WHEREAS, the Parish would like to construct a shared-use path from the Bayou Country Sports Park to the Ravensaide Drive along Valhi Boulevard, and

WHEREAS, the funds have been appropriated as part of the Transportation Improvements Program to finance improvement projects under the direct administration of DOTD, and

WHEREAS, the construction of the Valhi Blvd. Shared-Use Path project will be funded by the Louisiana Department of Transportation and Development and the Terrebonne Parish Consolidated Government providing the required match, and

NOW, THEREFORE BE IT FURTHER RESOLVED, the President of Terrebonne Parish Consolidated Government, or an authorized representative, be authorized and empowered to sign subsequent agreements and documentation necessary with the Louisiana Department of Transportation and Development for Valhi Blvd. Shared-Use Path, State Project No. H.013714.

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

The Chairman declared the resolution adopted on this _____day of _____, 2022.

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on ,2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS
DAY OF _____,2022.

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 2.



Monday, October 24, 2022

Item Title:

Keystone Nutrition for Food Services for the Juvenile Justice Center

Item Summary:

RESOLUTION: Authorizing the Parish President's Execution of an Agreement with Keystone Partners, LLC d/b/a Keystone Nutrition for Food Services for the Juvenile Justice Center.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/19/2022	Executive Summary
Resolution	10/19/2022	Resolution
Agreement	10/19/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
RESOLUTION: Authorizing the Parish President's Execution of an Agreement with Keystone Partners, LLC d/b/a Keystone Nutrition for Food Services for the Juvenile Justice Center

PROJECT SUMMARY (200 WORDS OR LESS)
Keystone shall review JJC menus and ensure compliance with Department of Children and Family Services recommended food allowances. Keystone shall review JJC's system of dietary allowances in accordance with DCFS nutritional requirements and daily schedule guidelines. Keystone shall prepare accurate, timely, and appropriate records for the services performed hereunder in accordance with TPCG policy, practice, and expectations.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Keystone will provide services to TPCG in connection with food services for the JJC.

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

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


Mike Toups, Parish Manager

10/19/22
Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT’S EXECUTION
OF AN AGREEMENT WITH KEYSTONE PARTNERS, LLC D/B/A
KEYSTONE NUTRITION FOR FOOD SERVICES FOR THE JUVENILE
JUSTICE CENTER

WHEREAS, TPCG wishes to contract with Keystone Partners, LLC d/b/a Keystone Nutrition (Keystone) to provide food services for the Juvenile Justice Center (JJC); and

WHEREAS, Keystone shall review JJC menus and ensure compliance with DCFS recommended food allowances. Keystone shall review JJC’s system of dietary allowances in accordance with DCFS nutritional requirements and daily schedule guidelines; and

WHEREAS, Keystone shall prepare accurate, timely, and appropriate records for the services performed hereunder in accordance with TPCG policy, practice and expectations. Such records shall be recorded and executed accurately in a timely fashion; and

WHEREAS, pursuant to the Terrebonne Parish Code of Ordinances Sec. 2-109, a resolution is needed for TPCG to enter into agreement with Keystone.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President to sign the attached Agreement on behalf of the Terrebonne Parish Consolidated Government.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chair declared the resolution adopted on this, the ____ day of _____, 2022.

* * * * *

I, Tammy Triggs, 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 _____, 2022 and subsequently ratified by the Terrebonne Parish Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____TH
DAY OF _____, 2022.

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

PARISH OF TERREBONNE

STATE OF LOUISIANA

CONTRACT FOR SERVICES

This agreement is entered into this _____ day of _____ 2022, but with an effective date of November 1, 2022 ("Effective Date") by and between **Keystone Partners, LLC** d/b/a Keystone Nutrition, whose mailing address for the purposes herein is PO Box 2064, Lafayette LA 70502, represented herein by its sole Manager, Jennifer Jackson ("Contractor") and **Terrebonne Parish Consolidated Government** ("TPCG"), a political subdivision of the State of Louisiana whose mailing address for these purposes is PO Box 2768, Houma LA 70361, represented herein by its duly authorized Parish President by virtue of his authority under the Terrebonne Parish Home Rule Charter.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and payments as hereinafter set forth, the parties do hereby agree as follows:

1. Nature of Relationship.

- 1.1. It is agreed and understood by and between the parties hereto that Contractor is associated with TPCG only for the purposes and to the extent set forth herein, and his/her relation to TPCG shall be that of an independent contractor. This Agreement shall not be construed as an agreement of employment, a partnership or any other form of business entity. As such, Contractor shall not be permitted to participate in any benefits provided to employees of the TPCG, including, but not limited to sick leave, retirement benefits, health and hospitalization benefits, vacation, holiday benefits and annual leave benefits, workers' compensation, and unemployment.
- 1.2. It is further agreed that Contractor is responsible for the payment of all taxes due and any other statutory obligations which may be created as a result of this Agreement. The parties hereby acknowledge that TPCG has no responsibility for withholding any sums for payroll taxes, FICA or any other such employee related benefits or statutory requirements. As an independent contractor, Contractor acknowledges that it is his or her sole responsibility to provide for tax liabilities or other statutory obligations, that might arise from the services rendered by Contractor on behalf of TPCG pursuant to this Agreement, which shall include, but not limited to, his or her own worker's compensation insurance.

2. Definitions.

- 2.1. DCFS shall mean the Louisiana Department of Children and Family Services.
- 2.2. JJC shall mean the Terrebonne Parish Juvenile Justice Complex, a division of the Terrebonne Parish Consolidated Government.

3. Obligations of Contractor.

- 3.1. Contractor agrees to provide the following services to TPCG in connection with food services for the JJC:
- 3.2. Contractor shall review JJC menus and ensure compliance with DCFS recommended food allowances. Contractor shall review JJC's system of dietary allowances in accordance with DCFS nutritional requirements and daily schedule guidelines.
- 3.3. Contractor shall review modified diet menus at the JJC and ensure compliance with DCFS guidelines for youth with special dietary requirements, including, but not limited to, youth with allergies or other medical issues, pregnant youth, and youth with dental problems, and youth with religious beliefs that require adherence to religious dietary laws.
- 3.4. Contractor agrees to prepare accurate, timely, and appropriate records for the services performed hereunder in accordance with TPCG policy, practice and expectations. Such records shall be recorded and executed accurately in a timely fashion.
- 3.5. Contractor covenants and agrees that he or she will not, under any circumstances, provide services while in an impaired condition. The term impaired condition shall include, but is not limited to, under the influence of alcohol or mind-altering drugs, illness, or psychiatric condition. Contractor further covenants and agrees that he or she will notify TPCG immediately of any impairment.
- 3.6. 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 this Agreement or obligations herein entered into, including and as a result of any such claims, lawsuits and demands, 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.
- 3.7. Contractor shall maintain, for the duration of this Agreement, insurance in compliance with Section 19 of this Agreement, entitled MINIMUM COMPLIANCE FOR PROFESSIONAL SERVICES.

4. Obligations of TPCG. TPCG shall pay Contractor a sum equal to \$600.00 per month for services provided herein for the purpose of facilitating the above listed duties. Contractor shall be paid monthly based services performed in the previous month.
5. Term. The Term of this Agreement shall be one (1) year from the Effective Date of this Agreement.
6. Confidentiality. The parties acknowledge that as part of this Agreement they may have access to and may obtain individually identifiable health information or other personal information about youths participating in the program. Each party shall use appropriate safeguards to prevent unauthorized use and/or disclosure of such Information and to otherwise protect the confidentiality of such Information accessed or maintained under this Agreement.
7. No Waiver. The failure of either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.
8. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
9. Amendments. Any amendments to this Agreement will be effective only if in writing and signed by TPCG and Contractor.
10. Termination or Suspension. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the Terrebonne Parish Consolidated Government (hereinafter, "TPCG" or "TPCG") and all payments required to be made to Keystone Partners, LLC (hereinafter, the "Contractor") have been made; but this contract may be terminated under any or all of the following conditions:
 - 10.1. By mutual agreement and consent of the parties hereto.
 - 10.2. By the TPCG as a consequence of the failure of the Contractor to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor.
 - 10.3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
 - 10.4. By the TPCG due to the departure for whatever reason of any principal member or members of the Contractor's firm.
 - 10.5. TPCG believes that Contractor is behaving in an unprofessional manner;
 - 10.6. Except in the case of a bona fide emergency or impairment, Contractor fails to report

for duty at the agreed upon time.

- 10.7. By the TPCG by giving thirty (30) days' notice to the Contractor in writing and paying fees due for completed work.
- 10.8. Should the TPCG desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days' notice given by the TPCG in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the TPCG of thirty (30) days' notice in writing to that effect.
11. Non-appropriation. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to Contractor of such facts and the TPCG's intention to terminate its financial obligation.
12. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the termination of this Agreement.
13. Upon completion/termination, the Contractor shall deliver to the TPCG all plans and records of the work compiled to the date of termination and the TPCG shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.
14. Re-use of Documents. All documents prepared by Contractor pursuant to this Agreement are instruments of service in respect of the services. They are not intended or represented to be suitable for re-use by TPCG or others on extensions of these services or on any other project. Any re-use without written verification or adaptation by Contractor for the specific purpose intended will be at TPCG's sole risk and without liability or legal exposure to Contractor, and TPCG shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.
15. Controlling Law. This agreement is to be governed by the principal place of business of TPCG, and it is agreed that all litigation concerning this contract shall be in Terrebonne Parish, Louisiana.
16. Successors and Assigns. TPCG and Contractor each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
17. Neither TPCG nor Contractor shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent Contractors, associates and

subcontractors, as she may deem appropriate to assist her in the performance of services hereunder, at her own expense.

18. Claim for Liens. The Contractor shall hold the TPCG harmless from any and all claims for liens of labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

19. MINIMUM REQUIREMENTS FOR PROFESSIONAL SERVICES

19.1. Professional Liability Insurance

The Contractor shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$500,000.00 combined single limit. This requirement shall extend to all professional subcontractors employed by the prime Contractor or surveyor. Contractor shall provide certification of such insurance and a copy of the policy upon request.

19.2. General Liability Insurance

The Contractor shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured. Contractor shall provide certification of such insurance and a copy of the policy upon request.

19.3. Workers' Compensation Insurance

The Contractor shall maintain workers' compensation coverage during the term of this agreement. The limits of this coverage shall be the Louisiana statutory minimum requirements and a waiver of subrogation shall be provided. Exception: Employers Liability limit is \$1,000,000 when work is to be over water and involves maritime exposure. Contractor shall provide certification of such insurance and a copy of the policy upon request. Terrebonne Parish Consolidated Government and the CONTRACTOR mutually agree that it is their intention to recognize the Terrebonne Parish Consolidated Government 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 under this contract.

19.4. Auto Liability Insurance

The Contractor shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$500,000.00, combined single limit per accident for owned, non-owned and hired vehicles. Contractor shall provide certification of such insurance and a copy of the policy upon request.

19.5. Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE TPCG. Prior to entering into this agreement, and at the option of TPCG, either,

19.5.1. The TPCG shall accept and approve the deductible or self-insured retention.

19.5.2. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG.

19.5.3. The Contractor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

19.6. Other Insurance Provisions

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

19.6.1. General Liability and Automobile Liability Coverage

19.6.1.1. TPCG is to be added as “additional insured” 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. It is understood that the business auto policy under “Who is an insured” automatically provides liability coverage in favor of TPCG.

19.6.1.2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG.

19.6.1.3. 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 insurer’s liability.

19.6.2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to **waive all rights of subrogation against TPCG**, for losses arising from work performed by the Contractor’s for TPCG.

19.6.3. All Coverage

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

19.7. 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 Worker’s Assigned Risk Pool or Louisiana Worker’s Compensation Corporation.

19.8. Verification of Coverage

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

19.9. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

20. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by 1) hand delivery; (2) first-class registered or certified mail with postage prepaid; (3) overnight receipt courier service; or (4) fax transmission to:

Keystone Partners, LLC d/b/a Keystone Nutrition
PO Box 2064
Lafayette LA 70502
Fax: N/A

TPCG
Attn. Parish President
PO Box 2768
Houma LA 70361
985-873-6409 (fax)

With a copy to:
TPJJC Director
180 Government Street
Gray LA 70359
Fax 985-853-1165

The addresses set forth above may be changed by appropriate notice to the other party.

21. 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.

22. Financial Disclosure. Contractor acknowledges that TPCG is a governmental entity, subject to the laws of the state of Louisiana. State law requires that each recipient shall 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.
23. Audit of Records. Contractor acknowledges that Louisiana law requires that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts which relate to this Agreement, upon request. Records shall be made available during normal working hours for this purpose.
24. Legal Compliance. Contractor and TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.
25. Entire Agreement. This Agreement, including Addendum A, constitutes the entire agreement of the parties with respect to the subject matter hereof, and hereby supersedes all prior and existing agreements (written or oral) between the parties.
26. Signatures.

THUS done and signed on this ____ day of _____ 2022 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of _____, Parish of _____, Louisiana after a thorough reading of the whole.

WITNESSES:

TPCG:

X: _____
BY: Dr. Jennifer Jackson, CEO, Manager

NOTARY PUBLIC

THUS done and signed on this ____ day of _____ 2022 before me, Notary Public,
and in the presence of the undersigned competent witnesses in the city of Houma, Terrebonne
Parish, Louisiana after a thorough reading of the whole.

WITNESSES:

TPCG:

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

NOTARY PUBLIC

Addendum A



Monday, October 24, 2022

Item Title:

Substantial Completion for South Louisiana Wetlands Discovery Center

Item Summary:

RESOLUTION: ~~Providing for the acceptance of work performed by Legacy Restoration & Referral, LLC, in accordance with the Certificate of Substantial Completion for Parish Project 15-BLDG-13, FP&C No. 50-J55-14-06, South Louisiana Wetlands Discovery Center Phase 1 Wetlands Exhibit & Ancillary Structures, Terrebonne Parish, Louisiana.~~ **(ITEM PULLED PRIOR TO MEETING PER PARISH ADMINISTRATION REQUEST)**

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/19/2022	Executive Summary
Resolution	10/19/2022	Resolution
Backup Material	10/19/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 15-BLDG-13 FP&C No. 50-J55-14-06	South Louisiana Wetlands Discovery Center Phase 1 Wetlands & Ancillary Structures

PROJECT SUMMARY (200 WORDS OR LESS)
To construct a new South Louisiana Wetlands Discovery Center (SLWDC) Wetlands Exhibit and Ancillary Structures

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)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		N/A

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

Jeanne P. Bray

10/19/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the acceptance of work performed by Legacy Restoration & Referral, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 15-BLDG-13, FP&C No. 50-J55-14-06, South Louisiana Wetlands Discovery Center Phase 1 Wetlands Exhibit & Ancillary Structures, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated November 6, 2020 with Legacy Restoration & Referral, LLC, for Parish Project No. 15-BLDG-13, FP&C No. 50-J55-14-06, South Louisiana Wetlands Discovery Center Phase 1 Wetlands Exhibit & Ancillary Structures, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1613896 of the records of Terrebonne Parish, and

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

WHEREAS, the Architect for this project, PEREZ, APC, recommends the acceptance of the substantial completion, and

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. 1613896 of the Records of Terrebonne Parish, Louisiana, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Architect, PEREZ, APC, 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 _____, 2022.

I, TAMMY E. TRIGGS, 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY _____, 2022.

TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 15-BLDG-13

ENGINEER'S Project No. 01-12-1013-02

Project South LA Wetlands Discovery Center
Phase 1 Wetlands Exhibit & Ancillary
Structures

CONTRACTOR Legacy Restoration and Referral, LLC

Contract For General Construction

Contract Date November 6, 2020

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

To Terrebonne Parish Consolidated Government

OWNER

And to Legacy Restoration and Referral, LLC

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

October 5, 2022

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 30 days of the above date of Substantial Completions.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: Security, operation, safety, maintenance, heat, utilities,
insurance shall be provided by Owner.

CONTRACTOR: Warranties for all materials and labor shall commence
on date of Substantial Completion.

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

Punch List, dated 10/05/2022, indicating a dollar value of \$10,990.00 for incomplete work.

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, 20.....

.....
ENGINEER
By Karri Maggio, Perez, APC

CONTRACTOR accepts this Certificate of Substantial Completion on, 20.....

.....
CONTRACTOR
By

OWNER accepts this Certificate of Substantial Completion on, 20...

.....
OWNER
By

South Louisiana Wetlands Discovery Center
Phase 1 Wetlands Exhibit and Ancillary Structures
86 Valhi Blvd, Houma, LA
Punch List
Date of Site Visit: 10/05/2022

General Contractor: Legacy Restoration & Referral

Prepared by: Karri Maggio, Perez, A Professional Corporation

ITEM	LOCATION	DESCRIPTION	VALUE	STATUS	COMPLETION DATE
1.1	General	Provide all operations manuals and warranties to Owner.	\$ 200.00		
2.1	101 Men	Remove debris from room. Sweep and mop floor. Thoroughly clean all sinks, toilets and floor drains.	\$ 75.00		
2.2	101 Men	Remove excess grout from walls and floors. Prep and paint CMU block walls complete.	\$ 200.00		
2.3	101 Men	Paint treated wood blocking behind hand dryers, color to match CMU wall.	\$ 10.00		
2.4	101 Men	Install backer rod and caulk at all open joints around exhaust fan.	\$ 20.00		
2.5	101 Men	Re-set toilet at ADA stall so that it is 18" from face of side wall to center of toilet bowl.	\$ 50.00		
2.6	101 Men	Install drain pipe covers at all sinks.	\$ 20.00		
2.7	101 Men	Make adjustments to faucet at right side sink, return to working order.	\$ 20.00		
2.8	101 Men	Remove protective coating from all toilet accessories. Verify all toilet paper dispensers have spindles.	\$ 10.00		
2.9	101 Men	Install unit heater and thermostat.	\$ 100.00		
2.10	101 Men	Reinstall solid surface apron at lavatory countertop.	\$ 50.00		
3.1	102 Women	Remove debris from room. Sweep and mop floor. Thoroughly clean all sinks, toilets and floor drains.	\$ 50.00		

South Louisiana Wetlands Discovery Center
Phase 1 Wetlands Exhibit and Ancillary Structures
86 Valhi Blvd, Houma, LA
Punch List
Date of Site Visit: 10/05/2022

General Contractor: Legacy Restoration & Referral

Prepared by: Karri Maggio, Perez, A Professional Corporation

ITEM	LOCATION	DESCRIPTION	VALUE	STATUS	COMPLETION DATE
3.2	102 Women	Remove excess grout from walls and floors. Prep and paint CMU block walls complete.	\$ 200.00		
3.3	102 Women	Drop light/fan motion sensor down, same as Men's restroom.	\$ 40.00		
3.4	102 Women	Paint treated wood blocking behind hand dryers, color to match CMU wall.	\$ 10.00		
3.5	102 Women	Install backer rod and caulk at all open joints around exhaust fan.	\$ 20.00		
3.6	102 Women	Fire Extinguisher tag has expired. Recharge extinguisher and provide current tag.	\$ 20.00		
3.7	102 Women	Re-set toilet at ADA stall so that it is 18" from face of side wall to center of toilet bowl.	\$ 50.00		
3.8	102 Women	Install drain pipe covers at all sinks.	\$ 40.00		
3.9	102 Women	Remove protective coating from all toilet accessories. Verify all toilet paper dispensers have spindles.	\$ 10.00		
3.10	102 Women	Install unit heater and thermostat.	\$ 100.00		
4.1	103 Pump Room/Storage	Remove excess grout from walls and floors. Prep and paint CMU block walls complete.	\$ 400.00		
4.2	103 Pump Room/Storage	Remove debris from room. Sweep and mop floor. Thoroughly clean all sinks and floor drains. Extra mirror to be retained by Owner.	\$ 50.00		

South Louisiana Wetlands Discovery Center
Phase 1 Wetlands Exhibit and Ancillary Structures
86 Valhi Blvd, Houma, LA
Punch List
Date of Site Visit: 10/05/2022

General Contractor: Legacy Restoration & Referral

Prepared by: Karri Maggio, Perez, A Professional Corporation

ITEM	LOCATION	DESCRIPTION	VALUE	STATUS	COMPLETION DATE
4.3	103 Pump Room/Storage	Cut excess drain pipe below floor slab surface. Grout/fill hole.	\$ 20.00		
4.4	103 Pump Room/Storage	Doors 103A & 103B - install Perimeter Seal (vinyl bulb) to fill joint between door leaves.	\$ 20.00		
4.5	103 Pump Room/Storage	Straighten water heater drain pan where bent.	\$ 10.00		
4.6	103 Pump Room/Storage	Fire Extinguisher tag has expired. Recharge extinguisher and provide current tag.	\$ 20.00		
4.7	103 Pump Room/Storage	Overhead door at counter: Replace spindle with correctly sized one per manufacturer. Complete OH door installation.	\$ 500.00		
4.8	103 Pump Room/Storage	Install backer rod and caulk at all open joints around louvers and fans.	\$ 20.00		
4.9	103 Pump Room/Storage	Install unit heater and thermostat.	\$ 100.00		
4.10	103 Pump Room/Storage	Door 103B - touch up paint at inside face of Library Drive side door leaf.	\$ 25.00		
4.11	103 Pump Room/Storage	Chip in laminate at face of cabinet door - replace laminate at door face break to break. Patching chip not acceptable.	\$ 50.00		
5.1	106 Open Deck	Sweep and mop all deck area to remove grout residue. Wipe down all siding areas to remove grout residue.	\$ 100.00		

South Louisiana Wetlands Discovery Center
Phase 1 Wetlands Exhibit and Ancillary Structures
86 Valhi Blvd, Houma, LA
Punch List
Date of Site Visit: 10/05/2022

General Contractor: Legacy Restoration & Referral

Prepared by: Karri Maggio, Perez, A Professional Corporation

ITEM	LOCATION	DESCRIPTION	VALUE	STATUS	COMPLETION DATE
5.2	106 Open Deck	Complete repairs to handrails per Deficiency Report. All field-welds to be properly ground, coated in galvanizing paint and top finish coat applied. Install missing bolts at anchor plates securing HC Ramp handrails to slab.	\$ 500.00		
5.3	106 Open Deck	Submit verification that rafter tail splices and all other wood material used to repair trusses has been treated with spray-applied borate solution.	\$ 75.00		
6.1	107 Vestibule	Remove debris from room. Sweep and mop floor.	\$ 20.00		
6.2	107 Vestibule	Remove excess grout from walls and floors. Prep and paint CMU block walls complete.	\$ 75.00		
6.3	107 Vestibule	Fill hole in concrete floor slab at OH Door threshold, Valhi Blvd side.	\$ 50.00		
7.1	Pavilion Exterior	Wipe down all siding areas to remove grout residue and dirt.	\$ 100.00		
7.2	Pavilion Exterior	Complete final grading at perimeter of building and deck foundation. Grading shall slope away from building and deck foundations.	\$ 200.00		

South Louisiana Wetlands Discovery Center
Phase 1 Wetlands Exhibit and Ancillary Structures
86 Valhi Blvd, Houma, LA
Punch List
Date of Site Visit: 10/05/2022

General Contractor: Legacy Restoration & Referral

Prepared by: Karri Maggio, Perez, A Professional Corporation

ITEM	LOCATION	DESCRIPTION	VALUE	STATUS	COMPLETION DATE
7.3	Pavilion Exterior	Replace damaged siding boards around wall-mounted handrail at concrete steps to Door 103B.	\$ 50.00		
7.4	Pavilion Exterior	Secure hose bib at Valhi Blvd corner of building.	\$ 10.00		
7.5	Pavilion Exterior	Fasten loose/warped board at south elevation screen.	\$ 10.00		
7.6	Pavilion Exterior	Fabricate and install sign.	\$ 2,500.00		
8.1	General Site Area	Replace damaged box cover (replacement cover provided and installed by Entergy).	\$ -		
8.2	General Site Area	Complete final grading at all site areas. Remove and discard all debris (including rebar stuck in ground adjacent to Pump Shed). Install sod.	\$ 3,100.00		
8.3	General Site Area	Install stabilizer bars at all convenience outlets around the pond.	\$ 30.00		
8.4	General Site Area	Cut and cap extra drain pipe adjacent to Pump Shed.	\$ 10.00		
8.5	General Site Area	Remove formwork at manhole casting and Pump Shed foundation.	\$ 10.00		
8.6	General Site Area	Pump Shed: Fasten deck board to interior side of post at hinge side of gate, to obscure view into Pump Shed.	\$ 10.00		

South Louisiana Wetlands Discovery Center
Phase 1 Wetlands Exhibit and Ancillary Structures
86 Valhi Blvd, Houma, LA
Punch List
Date of Site Visit: 10/05/2022

General Contractor: Legacy Restoration & Referral

Prepared by: Karri Maggio, Perez, A Professional Corporation

ITEM	LOCATION	DESCRIPTION	VALUE	STATUS	COMPLETION DATE
9.1	Wetlands Exhibit	Landscape contractor to re-plant floating spider lilies. Allowance for additional landscape punch list items to be identified by SMM.	\$ 1,000.00		
9.2	Wetlands Exhibit	Perform training session with SLWDC personnel for all pump equipment, to be performed by pool consultant.	\$ 100.00		
9.3	Wetlands Exhibit	Pond water level not stable and appears to be leaking at sheet piles and concrete tree wells. Per pond subcontractor's recommendation, install additional application of pond liner material at these locations.	\$ 530.00		
			\$ 10,990.00		

Category Number:
Item Number: 4.



Monday, October 24, 2022

Item Title:

Amendment No. 1 for Bayou Country Sports Park Lighting Project

Item Summary:

RESOLUTION: Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	10/19/2022	Executive Summary
Resolution	10/19/2022	Resolution
Backup Material	10/19/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 20-PARK-34	Bayou Country Sports Park Lighting Project

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of field lighting for the Bayou Country Sports Park baseball fields.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to make changes to Additional Services due to additional inspection costs during construction of the project.

TOTAL EXPENDITURE		
Increase of \$3,033.75		
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:		\$783,493.75

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

Jeanne P. Bray

10/19/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Engineering Agreement dated August 20, 2021 with All South Consulting Engineers, LLC, for the Project entitled **Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic and Additional Services, and

WHEREAS, it is necessary to make changes to the contract due to additional inspection costs, and

WHEREAS, the firm of All South Consulting Engineers, LLC, has been asked to perform these activities under the Additional Services section of the Engineering Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase the upset limit, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for a total increase of \$3,033.75 and authorizes Parish President, Gordon E. Dove, or his designee, to execute this Amendment No. 1 to the Engineering Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project with All South Consulting Engineers, LLC, and

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

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2022.

* * * * *

I, TAMMY E. TRIGGS, Court 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

TAMMY E. TRIGGS
COURT CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2022;

BY AND BETWEEN:

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

All South Consulting Engineers, LLC, represented herein by Stephen C. Smith, duly authorized Partner (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to Section 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated August 20, 2021 for professional engineering services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government did enter the engineering agreement with T. Baker Smith, LLC. dated August 20, 2021 for the **Bayou Country Sports Park Lighting Project**, identified as **Parish Project No. 20-PARK-34**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic and Additional Services, and

WHEREAS, it is necessary to make changes to the contract due to additional inspection costs, and

WHEREAS, the firm of All South Consulting Engineers, LLC, has been asked to perform these activities under the Additional Services section of the Engineering Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase the upset limit, and

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

Section 5, Paragraph 5.1.1, reads as follows:

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

A percentage of the Construction Cost based on the State of Louisiana Facility Planning & Control Fee Calculator for 2020 attached hereto as Exhibit “C”. The Construction Cost used for calculating the fee will be the Construction Cost (i.e. Fee is equal to 9.01% of Construction Estimate of \$700,700 or \$63,160)

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

5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", **“2020 Rate Sheet”**. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>CURRENT SERVICE</u>	<u>LIMITATION</u>	<u>INCREASE/ DECREASE</u>	<u>LIMITATION</u>
2.1.9 Topographical Survey	\$ 3,000.00	\$ -3,000.00	\$ 0.00
2.1.17 Geotechnical Services	\$ 5,000.00	\$ -5,000.00	\$ 0.00
TOTAL	\$ 8,000.00	\$ -8,000.00	\$ 0.00

Section 5, Paragraph 5.1.2.2, reads as follows:

5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ENGINEER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit “D”. Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **None at this time**

Amend Section 5, Paragraph 5.1.2.4, to read as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under paragraph 2.2.1, on the basis of Exhibit “D” for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$21,033.75**

Section 5, Paragraph 5.1.3, reads as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **None at this time.**

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

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$21,033.75** which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 2022.

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT
HOUMA, LOUISIANA

BY: _____
Gordon E. Dove
Parish President

ENGINEER:

ALL SOUTH CONSULTING
ENGINEERS, LLC
HOUMA, LOUISIANA

BY: _____
Stephen C. Smith
Partner

WITNESSES:

WITNESSES:

August 1, 2022

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

**RE: Request for Contract Amendment
Bayou Country Sports Park – Baseball Lights
Parish Project No. 20-Park-34**

Ms. Bray,

Please accept the following as a request for a contract amendment for the above mentioned project. This request is for an additional \$ 6,302.00 to cover resident inspection costs during construction of the project. The inspection costs were slightly higher than initially anticipated when construction began.

With this amendment, the revised contract amount for inspection will be \$16,302.00. I have attached a proposed contract amendment for your review as well.

Please do not hesitate to contact me with any questions.

Sincerely,

All South Consulting Engineers, LLC



Stephen C. Smith
Partner

Attachment