
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

January 10, 2022
5:35 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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.
2. Discussion relative to Nuisance Abatement enforcement.
3. **RESOLUTION:** Authorizing the Parish President to execute a contract for professional veterinary services with Dr. Kathleen Elstrott, DVM.
4. **RESOLUTION:** Providing for the acceptance of work performed by Utility Maintenance Specialists, Inc. in accordance with the Certificate of Substantial Completion for Parish Project No. 19-ELT-05, Circuit Breaker

Changeout, Terrebonne Parish, Louisiana.

5. **RESOLUTION:** Authorizing the execution of Change Order No. 6 (Balancing) for the Construction Agreement for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana.
6. **RESOLUTION:** Authorizing the Parish President to sign the Substantial Completion documentation for the LA SAFE Living Mitigation Terraces Project above Lake Boudreaux for Wilco March Buggies and Draglines, Inc.
7. **RESOLUTION:** Authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.
8. **RESOLUTION:** Authorizing the Parish President to execute an agreement between the Terrebonne Parish Consolidated Government and PetCareNow, Inc.
9. **RESOLUTION:** Authorizing professional engineering services for the gas mainline to be replaced along Highway 311, project known as Highway 311 Gasline Upgrade 22-GAS-01.
10. Adjourn

Category Number:
Item Number:



Monday, January 10, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, January 10, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, January 10, 2022

Item Title:

COVID-19 Update and Other Pertinent Public Information

Item Summary:

Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.

ATTACHMENTS:

Description

Executive Summary

Upload Date

11/3/2021

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
COVID 19 update

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and update from the Office of Homeland Security & Emergency Preparedness relative to COVID-19 and any other pertinent public information.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

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)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

<i>John Navy</i>	<i>ALL COMMITTEE MEETINGS</i>
_____	_____
Signature	Date

Category Number:
Item Number: 2.



Monday, January 10, 2022

Item Title:

Nuisance Abatement Enforcement

Item Summary:

Discussion relative to Nuisance Abatement enforcement.

ATTACHMENTS:

Description

Executive Summary

Upload Date

1/5/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Nuisance Abatement Enforcement

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion relative to Nuisance Abatement enforcement.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	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	6	7	8	9

<i>Gerald Michel</i>	<i>01/05/2022</i>
_____	_____
Signature	Date

Category Number:
Item Number: 3.



Monday, January 10, 2022

Item Title:

Animal Control Veterinary Services

Item Summary:

RESOLUTION: Authorizing the Parish President to execute a contract for professional veterinary services with Dr. Kathleen Elstrott, DVM.

ATTACHMENTS:

Description	Upload Date	Type
Animal Control Veterinary Services	12/17/2021	Executive Summary
Animal Control Veterinary Services	12/17/2021	Resolution
Animal Control Veterinary Services	12/17/2021	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Animal Shelter Veterinary Services

PROJECT SUMMARY (200 WORDS OR LESS)
Secure professional veterinary services for the Terrebonne Parish Animal Shelter (TPAS)

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<ul style="list-style-type: none">• Properly care for animals impounded at the Terrebonne Parish Animal Shelter (TPAS)• Perform pre-adoption veterinary procedures

TOTAL EXPENDITURE					
\$66,000					
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
ACTUAL	ESTIMATED				
IS PROJECT READY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$100,000	Acct. No. 151-442-8325-01

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

VR [Signature] 12/14/21
Date

Signature

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution authorizing the Parish President to execute a contract for professional veterinary services with Dr. Kathleen Elstrott, DVM.

WHEREAS, the Terrebonne Parish Animal Shelter (TPAS) is an open admission shelter that receives orphaned, seized, stray, and/or surrendered animals; and

WHEREAS, the TPAS requires the services of a veterinarian for the benefit of impounded animals; and

WHEREAS, Terrebonne Parish Consolidated Government desires to contract with Dr. Elstrott; and

WHEREAS, Dr. Elstrott has agreed to extend said contract for professional veterinary services outlined in the attached contract.

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of Terrebonne Parish Consolidated Government that the Parish President, Gordon Dove, is hereby authorized to execute a contract with Dr. Elstrott for professional veterinary services outlined in the attached contract.

- THERE WAS RECORDED:**
- YEAS:**
- NAYS:**
- ABSTAINING:**
- NOT VOTING:**
- ABSENT:**

The Chairman declared the resolution adopted on this, the ____ day of _____, 20__.

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

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

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

CONTRACT FOR PROFESSIONAL VETERINARY SERVICES

STATE OF LOUISIANA

PARISH OF TERREBONNE

THIS AGREEMENT is made and between the following parties as of the _____ day of January 2022.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by its duly authorized and empowered Parish President, Gordon Dove, by virtue of his authority under the Terrebonne Parish Charter (sometimes hereinafter referred to as “Owner”); and

KATHLEEN ELSTROTT, DVM (S.S.N XXX-XX-1499), a fully licensed and certified veterinarian in good standing with the state of Louisiana and domiciled in the parish of Tangipahoa at 253 South 8th Street, Ponchatoula, LA 70454-3326 (sometimes hereinafter referred to as “Veterinarian”).

SECTION 1 – SCOPE OF AGREEMENT:

1.1 Owner wishes Veterinarian to provide and Veterinarian agrees to provide professional consultations, advice, and services, and to serve as Owner’s professional representative for a specific fee, all as more fully set forth herein below:

SECTION 2 – BASIC SERVICES OF VETERINARIAN:

2.1 Veterinarian shall perform the Veterinary Care Services as specified in Exhibit A of this Contract, which is attached hereto and made a part hereof.

2.2 Additional professional services related to this Contract will be performed by Veterinarian on request of Owner as the parties may subsequently agree to in writing for the same rate set forth in Section 5 of this Agreement.

SECTION 3 – OWNER’S RESPONSIBILITY:

Owner shall:

3.1 Provide all criteria and full information as to Owner’s requirements and designate a person with authority to act on the Owner’s behalf on all matters concerning this Contract;

3.2 Furnish to Veterinarian any information, reports or data available to Owner regarding animals impounded at the TPAS and under Veterinarian’s care pertinent to Veterinarian’s performance of services under this Agreement;

3.3 Provide all veterinary supplies, medications, or other expendable items to the Veterinarian for use at the TPAS during services provided under this Agreement.

SECTION 4 – PERIOD OF SERVICE:

4.1 This Agreement shall become effective upon execution, and shall continue until Jan 31, 2023 and month-to-month thereafter unless terminated by either party according to the following provisions.

4.2 Termination. Either party may terminate this agreement under any of the following conditions:

- a. by mutual agreement and consent of the parties hereto;

- b. by the Owner as a consequence of the failure of the Veterinarian to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Veterinarian;
- c. by either party upon the failure of the other party to fulfill its obligations as set forth in this contract;
- d. by either party by providing thirty (30) days written notice to the other party in writing.

Upon completion/termination, the Veterinarian shall deliver to the Owner all records of the work, including the veterinarian's log, compiled to the date of termination and the Owner shall pay in full for all work accomplished up to the date of termination.

In the event of any termination, Veterinarian will be paid for all services rendered to the date of termination.

SECTION 5 – PAYMENT:

5.1 Regular business hours, for the purposes of this agreement, means the hours of and between 7:00 a.m. and 6:00 p.m., excluding weekends and parish holidays.

5.2 The rate of Base Pay for the purposes of this agreement shall be \$63 per hour.

5.3 Owner shall pay Veterinarian Base Pay for any services rendered hereunder at the TPAS during regular business hours.

5.4 Owner shall pay Veterinarian Base Pay plus one/half (1/2) times Base Pay for any emergency services rendered by Veterinarian at the TPAS outside of regular business hours.

5.5 In the event of a declared emergency or disaster, which causes the Veterinarian to evacuate with the TPAS or to work beyond the scope of Veterinarian's normal duties, Owner shall pay Veterinarian Base Pay plus one/half (1/2) times Base Pay for travel time to designated area and for services rendered on site.

5.6 In the event of a declared emergency or disaster, Owner shall pay Veterinarian Base Pay plus one/half (1/2) times Base Pay for services rendered.

5.7 Owner shall pay Veterinarian an on-call retainer fee of \$250 per calendar month, conditioned upon 24-hr availability for emergency telephone consultation.

5.8 Veterinarian shall submit to Owner biweekly statements of services rendered.

SECTION 6 – VETERINARIAN'S RESPONSIBILITY:

6.1 Minimum Hours. The Veterinarian shall be present at the TPAS according to a written schedule created and agreed upon by the TPAS Manager and the Veterinarian. The Veterinarian shall be on call during regular business hours for any services described in this agreement, unless otherwise agreed to by the TPAS Manager and the Veterinarian. The Veterinarian shall be on call for telephone consultations with Owner.

6.2 Veterinarian shall assist Owner in securing comparable, reliable, alternative veterinary care services in the event Veterinarian is temporarily unable to perform services under this Contract. Alternative services may be either through a subcontractor or referral to another fully licensed and certified veterinarian. The alternative veterinary care services arranged by Veterinarian are subject to approval by Owner, and Owner may, at any time, terminate the alternative veterinary care services.

6.3 Veterinarian's Log. Veterinarian shall maintain a daily log detailing services performed hereunder, including examination and treatment of animals. This log is to be maintained within the computer system at the TPAS, and as otherwise required by law.

SECTION 7 – INSURANCE:

7.1 Professional Liability Insurance

Veterinarian 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 consultant Veterinarian or surveyor. Veterinarian shall provide certification of such insurance and a copy of the policy upon request.

7.2 General Liability Insurance

The Veterinarian shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured. Veterinarian shall provide certification of such insurance and a copy of the policy upon request.

7.3 Auto Liability Insurance

The Veterinarian 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. Veterinarian shall provide certification of such insurance and a copy of the policy upon request.

7.4 Deductibles and Self-Insured Retentions

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

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

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

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

7.5 Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage

- a. OWNER is to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Veterinarian; products and completed operations of the Veterinarian; premises owned, occupied or used by the Veterinarian. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under “Who is an insured” automatically provides liability coverage in favor of OWNER.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.
- b. The Veterinarian’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.

2. All Coverages

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 OWNER.

7.6 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A: VI.

7.7 Verification of Coverage

Veterinarian shall furnish OWNER 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 OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.8 Subcontractors

In the event that Veterinarian subcontracts veterinary care services, Veterinarian 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.

7.9 Auto Liability Insurance Coverage – Alternative

As an alternative to the auto liability coverage required above, Veterinarian may elect to obtain and maintain automobile liability coverage not to fall below the required minimum coverage in Louisiana, provided Veterinarian uses any vehicle owned or operated by her for personal use only, and does not use any vehicle owned or operated by her for business purposes associated with the performance of any duties under this Agreement or for transporting OWNER, its agents, servants, employees, and animals. Owner need not be named as an additional insured under this auto liability policy, but Veterinarian shall produce a copy of the certificate of insurance for this policy to OWNER.

SECTION 8 – INDEMNITY:

Owner agrees to indemnify, save and hold harmless the Veterinarian from and against any and all claims, demands expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the Owner, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by Veterinarian as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of Veterinarian.

Veterinarian agrees to indemnify, save and hold harmless the Owner from and against any and all claims, demands expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the Veterinarian, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by Owner as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of Owner.

SECTION 9 – LITIGATION:

The Veterinarian to immediately notify Owner upon receipt of any lawsuit or document that appears to be a lawsuit, claim, demand, or other written complaint regarding services rendered under this Agreement.

SECTION 10 – MISCELLANEOUS:

10.1 Owner and Veterinarian, and their respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by the agreement to the other party in respect of all covenants, agreements and obligations of this agreement.

10.2 Nothing herein shall be construed to give any right or benefit hereunder to anyone other than Owner and Veterinarian.

10.3 This agreement and Exhibit A may be amended, supplemented, modified or canceled by a mutually agreeable and duly executed written instrument.

SECTION 11 – NO WAIVER

The failure of Owner or Veterinarian 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.

SECTION 12 - COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

SECTION 13 - NON-APPROPRIATION AND BUDGETED FUNDS

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract for professional services are 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 Veterinarian of such facts and the Owner's intention to terminate its financial obligation.

Notwithstanding anything to the contrary in this Agreement, the parties agree that the maximum amount payable under this Agreement shall be that which is the amount budgeted by Owner for this Agreement. In the event the total amount of this Agreement is increased by reason of additional quantities or any other reason, so as to exceed the amount budgeted, the parties agree that Owner shall not be liable for the amount of such increase until and unless said budget is amended as provided for by Owner's Home Rule Charter to allow for such an increase.

SECTION 14 – 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.

SECTION 15 – SUCCESSORS AND ASSIGNS

Owner and Veterinarian 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.

Neither Owner or Veterinarian 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, except to the extent that the effect of this limitation may be restricted by law. Nothing contained in this paragraph shall prevent Veterinarian from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder, at his own expense.

SECTION 16 – CONFIDENTIALITY

Veterinarian agrees that all assignments hereunder are confidential. Veterinarian agrees to receive in trust and keep confidential all information pertaining to the tasks assigned under this Contract and further agrees not to disclose such information to any third party nor use the same for the benefit of the Owner without the consent of Veterinarian, except as necessary to comply with Section 6.2 herein..

The Owner and Veterinarian are each represented by the undersigned and are duly authorized to act herein.

WITNESS:

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
GORDON DOVE
PARISH PRESIDENT

VETERINARIAN:

BY: _____
KATHLEEN ELSTROTT, DVM
VETERINARIAN

EXHIBIT A

SCOPE OF SERVICES FOR VETERINARY CARE AT TERREBONNE PARISH ANIMAL SHELTER

The following scope of work is intended to outline professional veterinary services to be rendered to the Owner for the Terrebonne Parish Animal Shelter ("TPAS"). It is the intention of this Scope of Services that personnel shall be provided by the Owner to function as described below.

1. Check all animals at the animal shelter on a regular basis and as requested by Owner;
2. Administer Food and Drug Administration (FDA) regulated drugs that are required by the TPAS to tranquilize and/or euthanize animals in accordance with Louisiana Laws;
3. Provide expert testimony as required in court, deposition, or any other civil or criminal proceedings;
4. Provide on-site assistance during the performance of chemical capture of animals, when required;
5. Provide on-site determination of whether animal cruelty or animal neglect investigation is needed and provide medical care, including necropsies, for court-case animals impounded at TPAS;
6. Maintain Drug Enforcement Administration (DEA) and Controlled Drug Substance (CDS) licenses and records;
7. Provide medical guidance for reports and operations of the TPAS;
8. Provide general and medical guidance for amendments to the TPAS policies and procedures as requested by TPAS;
9. Meet with the Animal Control Manager regularly to report on veterinary care and document such reports as may be required by Owner;
10. Render veterinary care to animals impounded in the TPAS consistent with the regulations and standards of Louisiana law, including those established by the Louisiana Board of Veterinary Medicine and the American Veterinary Medical Association;
11. Provide guidance for the TPAS budget regarding equipment, supplies and materials required for veterinary care, including suggestions for increasing efficiency of TPAS operations;
12. Provide continuing training to TPAS staff regarding veterinary medical policy and procedures and regarding recognizing signs and symptoms of illnesses in animals;
13. Allow TPAS staff to observe the organization and distribution of medications and to medicate animals under direct orders of the Veterinarian;
14. Establish protocol for TPAS staff response to veterinary emergencies within thirty (30) days of contract award and assist in the review and modification of said protocol as need, but at least annually;
15. Establish and maintain veterinary records consistent with applicable regulations and good veterinary practices;
16. Provide guidance for animal classifications when requested;

17. Assist the TPAS with evacuations and be available for services during declared states of emergencies or disasters; and
18. Provide additional services, which are not described herein, upon request.



Monday, January 10, 2022

Item Title:

Circuit Breaker Changeout Substantial Completion

Item Summary:

RESOLUTION: Providing for the acceptance of work performed by Utility Maintenance Specialists, Inc. in accordance with the Certificate of Substantial Completion for Parish Project No. 19-ELT-05, Circuit Breaker Changeout, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Circuit Breaker Changeout Substantial Completion	1/5/2022	Executive Summary
Circuit Breaker Changeout Substantial Completion	1/5/2022	Resolution
Circuit Breaker Changeout Substantial Completion	1/5/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Circuit Breaker Changeout, Parish Project Number 19-ELT-05

PROJECT SUMMARY (200 WORDS OR LESS)

Accepting the work performed by United Maintenance Specialists, Inc, in accordance with the Certificate of Substantial Completion for the Circuit Breaker Changeout, Parish Project No. 19-ELT-05.
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PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The replacement of the circuit breakers is necessary for the City of Houma electrical infrastructure.

TOTAL EXPENDITURE

\$253,150.60	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
	YES
IF YES AMOUNT BUDGETED: Account No. 303-803-8965-02	
\$400,000.00	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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1/5/22

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution providing for the acceptance of work performed by Utility Maintenance Specialists, Inc. in accordance with the Certificate of Substantial Completion for Parish Project No. 19-ELT-05, Circuit Breaker Changeout, Terrebonne Parish, Louisiana.

WHEREAS, by contract dated May 20, 2021, a contract was awarded to Utility Maintenance Specialists, Inc, for the Circuit Breaker Changeout, project known as 19-ELT-05, as will be seen by reference to said contract which is recorded under Entry No. 1627334 of the Records of Terrebonne Parish, and

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

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, does hereby accept the work performed in accordance with the contact and specifications in accordance with the Certificate of Substantial Completion, effective as of the date of recording 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. 1627334 of the Records of Terrebonne Parish, Louisiana, and

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

BE IT FURTHER RESOLVED, that the Parish President and all other appropriate parties be, and they are hereby, authorized to make payment of retainage upon the presentation of evidence that all punch items have been completed and accepted upon the presentation of a Clear Lien Certificate.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this ____ day of ____ 2022.

* * * * *

I, SUZETTE THOMAS, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 2022 at which meeting a quorum was present.

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

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



PROVIDENCE

Project Number No. 441-121-PED

January 4, 2022

Ms. Denise Turner, Staff Engineer
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, Louisiana 70361

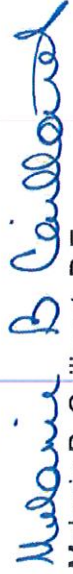
Re: **Certificate of Substantial Completion**
Parish Project No. 19-ELT-05
Circuit Breaker Changeout

Dear Ms. Turner:

Enclosed for your review and approval are three (3) originals of the Certificate of Substantial Completion which has been executed by the Contractor and the Engineer for the referenced project. Upon approval, please have all originals signed, dated, and recorded. Upon completion of the recordation, please return three (3) recorded copies to me.

Should you have any questions or need any further information, please do not hesitate to contact me by phone or email at MelanieCaillouet@ProvidenceEng.com.

Sincerely,


Melanie B. Caillouet, P.E.

Project Manager

Providence Engineering and Environmental Group LLC

MBC/mbc

Enclosures

cc: Mr. Ernest Brown, Director of Utilities – TPCG

www.providenceeng.com

Phone: 985-876-6380 | Fax: 985-876-0621 | Address: 1297 St. Charles Street, Suite H, Houma, LA 70360

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Circuit Breaker Changeout

DATE OF ISSUANCE December 22, 2021

OWNER Terrebonne Parish Consolidated Government

OWNER's Contract No. 19-ELT-05 ENGINEER's Project No. 441-121-PED

CONTRACTOR Utility Maintenance Specialists, Inc. ENGINEER Providence Engineering and Environmental Group LLC

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 Utility Maintenance Specialists, 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

December 14, 2021

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.

Continued on Back.

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: Security, operation, maintenance, heat and utilities. Permanent insurance shall be obtained by the Owner before final payment if required.

CONTRACTOR: Safety and insurance until date of final payment and completion. Contractor shall maintain all insurance in accordance with the specifications.

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

- 1) Resolution of Acceptance.
- 2) Punchlist (if necessary).

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

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 December 22, 2021.

Providence Engineering and Environmental Group LLC
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on Dec 22, 2021.

Utility Maintenance Specialists, Inc.
CONTRACTOR

By: 
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 2022.

Terrebonne Parish Consolidated Government
OWNER

By: _____
(Authorized Signature)

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution providing for the acceptance of work performed by Utility Maintenance Specialists, Inc. in accordance with the Certificate of Substantial Completion for Parish Project No. 19-ELT-05, Circuit Breaker Changeout, Terrebonne Parish, Louisiana.

WHEREAS, by contract dated May 20, 2021, a contract was awarded to Utility Maintenance Specialists, Inc, for the Circuit Breaker Changeout, project known as 19-ELT-05, as will be seen by reference to said contract which is recorded under Entry No. 1627334 of the Records of Terrebonne Parish, and

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

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, does hereby accept the work performed in accordance with the contact and specifications in accordance with the Certificate of Substantial Completion, effective as of the date of recording 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. 1627334 of the Records of Terrebonne Parish, Louisiana, and

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

BE IT FURTHER RESOLVED, that the Parish President and all other appropriate parties be, and they are hereby, authorized to make payment of retainage upon the presentation of evidence that all punch items have been completed and accepted upon the presentation of a Clear Lien Certificate.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____ 2022.

I, SUZETTE THOMAS, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 2022 at which meeting a quorum was present.

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

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Project Number No. 441-121-PED

January 4, 2022

Ms. Denise Turner, Staff Engineer
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, Louisiana 70361

Re: **Certificate of Substantial Completion**
Parish Project No. 19-ELT-05
Circuit Breaker Changeout

Dear Ms. Turner:

Enclosed for your review and approval are three (3) originals of the Certificate of Substantial Completion which has been executed by the Contractor and the Engineer for the referenced project. Upon approval, please have all originals signed, dated, and recorded. Upon completion of the recordation, please return three (3) recorded copies to me.

Should you have any questions or need any further information, please do not hesitate to contact me by phone or email at MelanieCaillouet@ProvidenceEng.com.

Sincerely,

Melanie B. Caillouet, P.E.
Project Manager
Providence Engineering and Environmental Group LLC

MBC/mbc

Enclosures

cc: Mr. Ernest Brown, Director of Utilities – TPCG

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Circuit Breaker Changeout

DATE OF ISSUANCE December 22, 2021

OWNER Terrebonne Parish Consolidated Government

OWNER's Contract No. 19-ELT-05 ENGINEER's Project No. 441-121-PED

CONTRACTOR Utility Maintenance Specialists, Inc. ENGINEER Providence Engineering and Environmental Group LLC

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 Utility Maintenance Specialists, 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

..... December 14, 2021
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: Security, operation, maintenance, heat and utilities. Permanent insurance shall be obtained by the Owner before final payment if required.

CONTRACTOR: Safety and insurance until date of final payment and completion. Contractor shall maintain all insurance in accordance with the specifications.

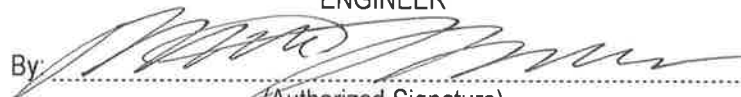
The following documents are attached to and made a part of this Certificate:

- 1) Resolution of Acceptance.
- 2) Punchlist (if necessary).

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

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 December 22, 2021.

Providence Engineering and Environmental Group LLC
ENGINEER
By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on Dec 22, 2021.

Utility Maintenance Specialists, Inc.
CONTRACTOR
By: 
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 2022.

Terrebonne Parish Consolidated Government
OWNER
By: _____
(Authorized Signature)

Category Number:
Item Number: 5.



Monday, January 10, 2022

Item Title:

CO6 for Bayou Terrebonne Lock

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 6 (Balancing) for the Construction Agreement for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/5/2022	Executive Summary
Resolution	1/5/2022	Resolution
Backup	1/5/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

18-LOCK-46	Bayou Terrebonne Lock
18-LOCK-46	Bayou Terrebonne Lock

PROJECT SUMMARY (200 WORDS OR LESS)

Construction of a lock structure

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Change Order No. 6 is a balancing change order to adjust estimated quantities to actual quantities. This change order decreases the overall contract amount by \$6,198.03.
--

TOTAL EXPENDITURE

Decrease of \$6,198.03

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:	\$10,391,633.00
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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Jeanne P. Bray

01/05/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 6 (Balancing) for the Construction Agreement for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government awarded the construction of Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, to Sealevel Construction, Inc., Terrebonne Parish, Louisiana, and

WHEREAS, this change order is necessary to adjust estimated quantities to final quantities, and

WHEREAS, this change order will decrease the overall contract by a total amount of \$6,198.03, and

WHEREAS, Change Order No. 6 has been recommended by the Engineer, GIS Engineering, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, or his designee, of Change Order No. 6 to the construction agreement with Sealevel Construction, Inc. for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana, for a decrease in the contract amount of Six Thousand One Hundred Ninety Eight Dollars and Three Cents (\$6,198.03), and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

* * * * *

I, Suzette Thomas, 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.

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL



ENGINEERING LLC

Coastal Design & Infrastructure

1871 Elysian Dr.
Houma, LA 70360
P: (985) 219-1000 F: (985) 475-7014
www.gisyseng.com

December 23, 2021

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

Attention: Ms. Jeanne Bray, Capital Project Administrator

Subject: Balancing Change Order No. 6

Reference: Bayou Terrebonne Lock Structure Project
Parish Project No. 18-LOCK-46
GIS Project No. 39130-1098/1099

RECEIVED

DEC 27 2021

ENGINEERING

Ms. Bray,

Enclosed please find four (4) Originals of the balancing Change Order No. 6 for the above referenced project. The purpose of Change Order No. 6 is to balance the remaining quantities and also to add a bid items to account for additional work.

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

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

Christopher J. Jeanice, P. E.
Director of Operations
Coastal Design & Infrastructure
GIS Engineering, LLC

CJJ/ash

Enclosures

Cc: Austin Hebert – GIS
Joseph Chauvin – GIS
Trey Middleton - GIS
Brian Brunet - GIS



Terrebonne Parish Consolidated Government
Bayou Terrebonne Lock Structure Project
TPCG Project No. 18-LOCK-46
GIS Project No. 39130-1098/1099

CHANGE ORDER NO. 6 (Balancing)

OWNER:

Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70301

DATE OF ISSUANCE:

December 17, 2021

ENGINEER:

GIS Engineering, LLC
197 Elysian Drive
Houma, Louisiana 70363

ENGINEER'S PROJECT NO.

39130-1098/1099

CONTRACTOR:

Sealevel Construction, Inc.
P. O. Box 1037
Thibodaux, LA 70302

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

Purpose of Change Order:

The purpose of Change Order No. 6 is to balance remaining quantities and to add Bid Items to the contract.

Description:

This Change Order will reduce the following Bid Items: 312300-1 - Chanel Dredging, F-2 - Piles with Temporary Signage, 312400-1 - Earthen Fill Material for Levee Tie-In and Embankment, and 310519-2 - Geotextile Reinforcement Fabric for Levee Tie-In.

This Change Order will add the following Bid Items: CO6-1 - 18" Culvert Pipe with Screw Gate and Frame, CO6-2 - West Chamber Wall Solar Lights and Timber Solar Nav Lights (White), and CO6-3 - Miter Gate Hydraulic Cylinder Frame Modifications.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
\$ 8,280,702.00	500 Calendar Days
	Days or Date
Previous Change Orders No. 1 to No. 5	Net Change from previous Change Orders
\$ (8,290.75)	185 Days
	Days
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order
\$ 8,272,411.25	685 Calendar Days
	Days or Date
Net Increase of this Change Order	Net Increase of this Change Order
\$ (6,198.03)	0 Days
	Date
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$ 8,266,213.22	685 Calendar Days
	Days or Date

RECOMMENDED:

By:

Chris Jeemia
GIS ENGINEERING, LLC

Date:

12/31/2021

APPROVED:

By:

TPCG

Date:

APPROVED:

By:

SEALEVEL CONSTRUCTION

Date:

12/21/21

Terrebonne Parish Consolidated Government
Bayou Terrebonne Lock Structure Project
TPCG Project No. 18-LOCK-46
GIS Project No. 39130-1098/1099

Change Order No. 6 (Balancing)
Summary

Bid Item No.	Item	Unit	Unit Cost	Original Qty	Original Bid \$ Amount	Net Change in Qty	Net Change in \$ Amount	Item New Total Qty	Item New Total \$ Amount
312300-1	Channel Dredging	CY	\$ 23.00	4,700.00	\$ 108,100.00	(831.00)	\$ (19,113.00)	3,869.00	\$ 88,987.00
F-2	Piles with Project Temporary Signage	EA	\$ 2,000.00	4	\$ 8,000.00	(2.00)	\$ (4,000.00)	2.00	\$ 4,000.00
312400-1	Earthen Fill Material for Levee Tie-In and Embankment	CY	\$ 27.00	4,500.00	\$ 121,500.00	(491.61)	\$ (13,273.47)	4,008.39	\$ 108,226.53
310519-2	Geotextile Fabric Reinforcement for Levee Tie-In	SY	\$ 13.50	500.00	\$ 6,750.00	(250.00)	\$ (3,375.00)	250.00	\$ 3,375.00
CO6-1	18" Culvert Pipe with Screw Gate & Frame; to include all labor, materials, and installation	LS	\$ 16,250.00	-	\$ -	1.00	\$ 16,250.00	1.00	\$ 16,250.00
CO6-2	West Chamber Wall Solar Lights & Timber Dolphin Solar Nav Lights (White); to include all labor, materials, and installation	LS	\$ 14,163.44	-	\$ -	1.00	\$ 14,163.44	1.00	\$ 14,163.44
CO6-3	Miter Gate Hydraulic Cylinder Frame Modifications; to include all labor, materials, and installation	LS	\$ 3,150.00	-	\$ -	1.00	\$ 3,150.00	1.00	\$ 3,150.00
Net Change in Contract Value							\$ (6,198.03)		



Monday, January 10, 2022

Item Title:

LA SAFE Lake Boudreaux Living Mitigation Certificate of Substantial Completion

Item Summary:

RESOLUTION: Authorizing the Parish President to sign the Substantial Completion documentation for the LA SAFE Living Mitigation Terraces Project above Lake Boudreaux for Wilco March Buggies and Draglines, Inc.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/5/2022	Executive Summary
Cover Memo	1/5/2022	Cover Memo
Resolution	1/5/2022	Resolution
Attachment A	1/5/2022	Exhibit
Revised Certificate of Substantial Completion	1/7/2022	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 55NSAF6601-NDR	LA SAFE Lake Boudreaux Living Mitigation

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of terraces for surge protection and habitat restoration above Lake Boudreaux.

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)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

Chris Pulaski

1/5/2022

Signature

Date

January 5, 2022

MEMO TO: Gordon Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item January 10th and 12th, 2022

Please find the following items for your review:

- A Resolution authorizing the Parish President or his designee to sign the Substantial Completion documentation for the LA SAFE Living Mitigation terraces project above Lake Boudreaux for Wilco March Buggies and Draglines, Inc.

If everything meets with your approval, it is respectfully requested that you place the resolution on the Community Development and Planning Committee agenda for consideration. If you have any questions, please advise.

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the acceptance of work performed Wilco Marsh Buggies and Draglines, Inc., in accordance with the Certificate of Substantial Completion for Parish Project No.55NSAF6601-NDR, LA SAFE Lake Boudreaux Living Mitigation.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated February 26, 2021 with Wilco Marsh Buggies and Draglines, Inc., for the Lake Boudreaux Living Mitigation, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1621364 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, C. H. Fenstermaker & Associates, L.L.C., recommends the acceptance of the substantial completion as illustrated in Attachment A, 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. 1621364 of the Records of Terrebonne Parish, Louisiana, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to C. H. Fenstermaker & Associates, L.L.C., 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, SUZETTE THOMAS, 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.

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. DR ENGINEER'S Project No.

Project.....

CONTRACTOR

Contract For Contract Date

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

To

OWNER

And to

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

.....
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 _____ 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: _____

CONTRACTOR: _____

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

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 onJanuary 4....., 20.22.....

.....

.....
ENGINEER

By

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

.....
CONTRACTOR

By

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

.....
OWNER

By

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 55NSAF6601-N DR ENGINEER'S Project No. 2202165
Project Lake Boudreaux Living Mitigation

CONTRACTOR Wilco Marsh Buggies & Draglines, Inc.

Contract For Terracing Contract Date February 26, 2021

As amended by Change Order #1 dated 1/7/2022

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 Wilco Marsh Buggies & Draglines, 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

December 15, 2021

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 Completions.

Revised
01.07.22
1:29 pm.

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

RESPONSIBILITIES:

OWNER: Terrebonne Parish Consolidated Government


CONTRACTOR: Wilco Marsh Buggies & Draglines, Inc.

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

- NA. Punch list: Complete demobilization, e.g. ensure work area is free of any construction debris, return staging area to pre-project conditions, demobilize any remaining equipment (\$2,000);
- (2) Complete final surveys and submit as-built drawings (\$5,000);
- (3) Complete plantings (\$20,000)

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 January 4, 2022



ENGINEER

By Daniel Dehon

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

CONTRACTOR

By _____

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

OWNER

By _____

Category Number:
Item Number: 7.



Monday, January 10, 2022

Item Title:

Change Order No. 2 for Bayou Country Sports Park Lighting

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/5/2022	Executive Summary
Resolution	1/5/2022	Resolution
Backup Material	1/5/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
20-PARK-34	Bayou Country Sports Park Lighting

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)
Change Order No. 2 increases contract time by One Hundred Twenty (120) days due to redesign associated with value engineering, SLECA coordination, Hurricane Ida, and other delays. This Change Order No. 2 will not change overall contract price.

TOTAL EXPENDITURE		
No change.		
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:		\$780,660.00

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

Jeanne P. Bray

12/8/2021

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government will award the construction to GeoSport Lighting Systems, LLC, for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana, and

WHEREAS, Change Order No. 2 increases contract time by One Hundred Twenty (120) days due to redesign associated with value engineering, SLECA coordination, Hurricane Ida, and other delays, and

WHEREAS, this change order will not change the overall contract price, and

WHEREAS, Change Order No. 2 has been recommended by the Engineer, All South Consulting Engineers, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 2 to the construction agreement with GeoSport Lighting Systems, LLC for Parish Project No. 20-PARK-34, Bayou Country Sports Park Lighting Project, Terrebonne Parish, Louisiana, with no change to the contract amount with an increase in construction time of One Hundred Twenty (120) days, and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2021.

* * * * *

I, Suzette Thomas, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS
_____ DAY OF _____, 2021.

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL



www.ascellc.com

December 13, 2021

Ms. Madeleine M Bodin, E.I.
Engineer In Training
Terrebonne Parish Consolidated Government
Engineering Division
P. O. Box 2768
Houma, LA 70364

**Re: Bayou Country Sport Park Lighting Project
TPCG Project No. 20-PARK-34
Change Order #2**

Ms. Bodin,

Enclosed please find four (4) copies of change order #2 for further processing for the above referenced project. This change order is for additional contract days associated with several delays encountered during the course of the project to this point.

Upon execution, please record with the Terrebonne Parish Clerk of Court and return an original of the executed and recorded document to me and another to the contractor for each of our records.

Thank you and please do not hesitate to contact me if you have any questions, concerns or require additional information.

Sincerely,
All South Consulting Engineers, LLC

A handwritten signature in black ink, appearing to read 'Brandon Arceneaux'. The signature is fluid and cursive.

Brandon M. Arceneaux, P.E.
Engineering Supervisor

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

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

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

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

Ascension
1056 E. Worthey Street,
Gonzales, LA 70737
Tel 225-532-1406

CHANGE ORDERNo. 2

PROJECT: Bayou Country Sports Park
OWNER: Lighting Project
Terrebonne Levee & Conservation District
CONTRACTOR:
TPCG

DATE OF ISSUANCE: November 30, 2021

OWNER'S Project No. 20-PARK-34
ENGINEER: All South Consulting Engineers

CONTRACT FOR:
Construction

ENGINEER'S Project No. 032-025-01

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

Description: Additional time

Purpose of Change Order: Extend contract time to allow for additional time associated with redesign utilizing value engineering options, coordination with SLECA, inclement weather days, down time due to Hurricane Ida, etc.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>772,000.00</u>	Original Contract Time \$ <u>150 days</u> days or date
Previous Change Orders No. <u>0</u> to No. <u>1</u> \$ <u>-74,500.00</u>	Net change from previous Change Order \$ <u>0</u> days
Contract Price prior to this Change Order \$ <u>697,500.00</u>	Contract Time Prior to this Change Order \$ <u>150 days</u> days or date
Net Increase (decrease) of this Change Order \$ <u>0.00</u>	Net Increase (decrease) of this Change Order \$ <u>120</u> days
Contract Price with all approved Change Orders \$ <u>697,500.00</u>	Contract Time with all approved Change Order \$ <u>April 4, 2022</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

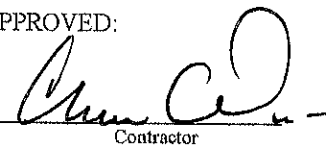
by


Engineer

by

Owner

by


Contractor

Category Number:
Item Number: 8.



Monday, January 10, 2022

Item Title:

Agreement between TPCG and PetCareNow, Inc.

Item Summary:

RESOLUTION: Authorizing the Parish President to execute an agreement between the Terrebonne Parish Consolidated Government and PetCareNow, Inc.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/6/2022	Executive Summary
Resolution	1/6/2022	Resolution
Agreement	1/6/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE
Agreement between TPCG and PetCareNow, Inc.

PROJECT SUMMARY (200 WORDS OR LESS)

PetCareNow shall provide the following services:

- PCN shall provide Owner with marketing collateral described above, and other tools as agreed to from time to time, to promote PCN’s Services.
- PCN shall provide a tracing link (the “Tracking Links”) to track which Clients utilized PCN’s Services.
- PCN shall pay Owner a \$50 donation (the “Donations”) for each Client that enrolls via the Tracking Links and makes a payment following the initial promotion offer.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Benefiting the Adopters for at home behavioral care for animals.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

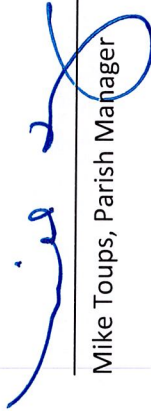
NO

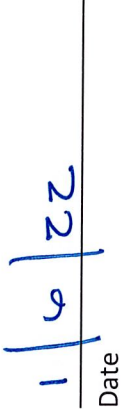
YES

IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
------------	---	---	---	---	---	---	---	---	---


Mike Toups, Parish Manager


Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND PETCARENOW, INC.

WHEREAS, the Terrebonne Parish Consolidated Government and PetCareNow, Inc., desire to enter into a Training Partnership Agreement for the period set forth in the agreement (agreement attached herein); and

WHEREAS, the Terrebonne Parish Shelter believes that the agreement would be to the benefit and success of the Department and the Parish.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute the attached Agreement for the period set forth in the agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

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

* * * * *

I, Suzette Thomas, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Works Committee on the ____ day of _____, 2022 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the ____ day of _____, 2022 at which meeting a quorum was present.

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

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA

PARISH OF TERREBONNE

This Contract is hereby made and executed on the date(s) herein below, by and between:

I. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, (TPCG) a political subdivision of the State of Louisiana, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish, hereinafter designated as “Owner” by authority in Resolution Number _____; and

PetCareNow, Inc. (PCN) (EIN 822123727), a Delaware business corporation, licensed to do business in Louisiana, whose mailing address for the purposes herein is 1 Broadway, 14th Floor, Cambridge, MA 02142, represented herein by Lisa Martin-Garlic, its Duly authorized Chief Operating Officer and who is hereinafter designated as “Partner”;

who, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of payments hereinafter agreed to be made, it is mutually agreed as follows:

II. EFFECTIVE DATE AND TERM

2.1 Partner shall begin performance of service hereunder on February 1, 2022 and shall continue such service for one (1) year thereafter and ending on January 31, 2023.

2.2 TPCG shall have an option to renew this Agreement, upon mutual agreement, subject to the terms contained herein in two separate one-year increments.

III. SCOPE OF WORK

3.1 SERVICES

During the Term, PCN shall provide the following services:

- PCN shall provide Owner with marketing collateral described above, and other tools as agreed to from time to time, to promote PCN’s Services.
- PCN shall provide a tracing link (the “Tracking Links”) to track which Clients utilized PCN’s Services.
- PCN shall pay Owner a \$50 donation (the “Donations”) for each Client that enrolls via the Tracking Links and makes a payment following the initial promotion offer.

3.2 PROMOTION

During the Term, Owner shall provide the Program promotion support as follows, which may also be amended from time to time by mutual written agreement by the Parties:

- Owner will insert a flyer, provided by PCN, in each adoption or foster kit it sends home with Clients.
- Owner shall cause an employee or volunteer to show the flyer to the Client and direct them on how to use the Tacking Links to receive their dog training benefit as outlined below in services.

PCN reserves the right to request reviews of such channels and may ask Owner to cease the use of a channel, or a specific communication, if deemed inappropriate for the Program or PCN’s brand equity. In addition, Owner agrees to not use PCN’s trademarks or brand marks in any advertising without prior written approval.

IV. TERMINATION

4.1. TERMINATION OF THE CONTRACT FOR CAUSE

4.1.1 The TPCG may terminate the contract for cause based upon the failure of the Partner to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, including, but not limited to Partner's failure to meet response times as directed by the Owner or by this contract, provided that Owner give the Partner written notice specifying Partner's failure. If within ten (10) days after receipt of such notice, Partner has not corrected such failure, or in the case of failure which cannot be corrected within ten (10) days, or Partner has not begun in good faith to correct such failure and proceed diligently to complete such correction, then the Owner may, at its option, place the Partner in default, and this Contract shall terminate on the date specified in such notice.

4.1.2 The Partner may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that the Partner shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

4.2. TERMINATION OF THE CONTRACT FOR CONVENIENCE

The Owner may terminate the contract at any time by giving thirty (30) days written notice to the Partner of such termination or negotiating with the Partner an effective date.

4.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

4.4. SURVIVING TERMS

In the event this Contract expires or is terminated for any reason, whatsoever, Partner's obligations regarding records ownership, audits, and indemnification shall survive. Insurance requirements shall also survive termination or expiration to cover Partner's indemnification obligations under this Contract.

V. CONTRACT DOCUMENTS

5.1. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and its Exhibits, any addenda to this Contract, the Official Forms Submitted by Partner/Vendor, Service Contract Specifications, Insurance Certificate, Notice of Award, Bonds or Letters of Credit, Partner's affidavits, Council Resolution, Partner's resolution or certificate of authority, Indemnification, and any properly authorized and executed amendments and Change Orders which are required to complete the work in a satisfactory and acceptable manner.

5.2. CONTENT OF CONTRACT/ORDER OF PRECEDENCE

Any conflicts or inconsistencies in the contract documents shall be resolved in the best interest of the Owner.

5.3. INTENT

The Contract Documents comprise the entire Contract between Owner and Partner concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Louisiana. 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.

VI OWNERSHIP OF WORK PRODUCT AND COPYRIGHT

6.1 OWNERSHIP

All work product, including records, reports, documents and other material delivered or transmitted to Partner by the Owner, shall remain the property of the Owner, and shall be returned by Partner to the Owner, at Partner's expense, at termination or expiration of this contract. All work product, including records, reports, documents, or other material related to this Contract and/or obtained or prepared by Partner in connection with performance of the services contracted for herein, shall become the property of the Owner, and shall, upon request, be returned by Partner to the Owner at Partner's expense at termination or expiration of this Contract. The Owner shall not be restricted in any way whatsoever in the use of such material.

6.2 TIME FOR DELIVERY OF RECORDS

At any time during the term of this Contract, and finally at the end of this engagement, the Owner shall have the right to require the Partner to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Contract within five (5) days of receipt of written notice issued by the Owner.

6.3 COPYRIGHT

No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Partner under this Contract shall be the subject of any copyright or application for copyright on behalf of the Partner.

VII PARTNER'S INSURANCE REQUIREMENTS

7.1 Professional Liability Insurance

The PARTNER shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the PARTNER'S scope of Work as described in the Contract and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime consultant engineer partner or surveyor. PARTNER shall provide certification of such insurance and a copy of the policy upon request.

7.2 General Liability Insurance

The PARTNER shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to

Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

7.3 Workers Compensation Insurance

The PARTNER shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The PARTNER shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. PARTNER shall provide certification of such insurance and a copy of the policy upon request.

7.5 Deductibles and Self-Insured Retentions

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

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

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

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

7.6 Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage

- a. OWNER is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the PARTNER; products and completed operations of the PARTNER; premises owned, occupied or used by the PARTNER. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under "Who is an insured" shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
- b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to OWNER.
- c. The PARTNER'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. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the PARTNER'S for OWNER.

3. All Coverages

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 OWNER.

7.7 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 PARTNER'S 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.

7.8 Verification of Coverage

PARTNER shall furnish OWNER 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 OWNER BEFORE WORK COMMENCES. OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.9 Subcontractors

PARTNER shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII INDEMNIFICATION

The Partner 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 Contract, 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 Partner, its sub partners, 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 Partner 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.

IX DEFAULT

Failure to provide the services herein in compliance with the terms and conditions of, or a breach of any of the terms of this Contract, shall constitute a default.

X REMEDIES

In the event of default by Partner, the Owner shall have all rights granted by the general laws of the State of Louisiana, including but not limited to the following:

10.1 LIQUIDATED DAMAGES

10.1.1 *Breach.* A breach of any of the terms of this contract shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated part of the work specified herein, within the corresponding contract times.

10.1.2 As a breach of the service provided by this Contract would cause serious and substantial damage to the Owner, 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, the Owner may assess and collect, at its option, any or all liquidated damages specified as follows.

10.1 OTHER LEGAL REMEDIES

The imposition of such remedies 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. The venue for any suit shall be filed in the 32nd Judicial District Court, Terrebonne Parish, Louisiana.

10.2 ATTORNEY FEES

In the event it becomes necessary for Owner to engage the services of an attorney-at-law to enforce this contract or protect the interest of the Owner hereunder, Partner shall pay reasonable attorney fees, costs, and expenses.

XI NOTICES

11.1 Whenever any provision of the Contract Documents requires 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, to the other party, addressed as follows:

11.1.1 To Owner:

Attn. Parish President, TPCG, PO Box 2768, Houma LA 70361;

With a copy to:

Attn: Valerie Robinson, 100 Government St, Gray La 70359

11.1.2 To Partner:

1 Broadway, 14th Floor, Cambridge, MA 02142

11.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

No Assignment.

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Partner; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Partner, without the express prior written consent of the TPCG. In the event of any assignment authorized by TPCG, the assignee shall assume the liability with the Partner who shall continue to remain liable for the faithful performance of the Agreement.

11.3 No Guarantee of Quantities.

TPCG shall not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

11.4 Financial Disclosure.

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.

11.5 AUDIT

The Owner reserves the right to audit all Partner's payroll and material records to reconcile invoices as they pertain to this contract. The Partner shall maintain books, records, documents, and other evidence in accordance with accepted accounting principles and practices. These records must be maintained for a period of two years after the termination of this contract. The Owner or his representative shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit and copying during normal business hours. Access to records is not limited to the required retention period. The Owner or his designated representative shall have access to records at any reasonable time for as long as the records are maintained.

11.5.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, federal auditors, and internal auditors of the TPCG, or others so designated by TPCG, shall have the option of inspecting and auditing all data, records and accounts of the Partner which relate to this contract for a period of five (5) years from the date of final payment or as allowed by applicable state and federal law. Records shall be made available during normal working hours for this purpose.

11.5.2 Partner and any sub partners paid under this Contract shall maintain all books and records pertaining to this Contract for a period of five (5) years after the date of final payment or as required by applicable State and Federal law.

11.6 Record Retention.

Partners and any sub partners 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.

11.7 Record Ownership.

All records, reports, documents, or other material related to this Agreement or obtained or prepared by Partner 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 Partner to the TPCG, at Partner's expense, at termination or expiration of this contract.

11.8 Access to Records.

Partner 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 partner which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

11.9 No Waiver.

The failure of TPCG to enforce any or all 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.

Acknowledgment of Exclusion of Workers' Compensation Coverage.

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

11.10 Acknowledgment of Exclusion of Unemployment Compensation Coverage.

The TPCG and the Partner expressly declare and acknowledge that the Partner is an independent partner 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:

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

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

11.10.3 The Partner is customarily engaged in an independently established trade, occupation, profession, or business.

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

11.11 Employment of TPCG Personnel.

The Partner 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.

11.12 Governing Law and Claims or Controversies.

The validity, interpretation, and performance of this Agreement, including all contract documents, shall be controlled by, and construed in accordance with the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, Louisiana.

11.13 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.

11.14 Covenant against Contingent Fees.

The Partner warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Partner, 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 Partner 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.

11.15 Agreement Obtained Via RFP Process.

Parties acknowledge that this Agreement does not result from any bid let out by TPCG subject to the Louisiana Bid Law. Rather, this Contract results from a negotiated proposal obtained through a request for proposals (RFP) process.

11.16 Code of Ethics.

Partner 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. Partner 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.

11.17 Familiarity with Laws and Ordinances.

Partner 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 authority over the project, which may directly or indirectly affect the work or its prosecution.

11.18 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.

11.18 FORCE MAJEURE.

The performance of this Contract 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 Contract 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.

11.19 ASSIGNMENT.

The Partner shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Partner from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

11.20 FINANCIAL DISCLOSURE.

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.

11.21 AMENDMENTS IN WRITING.

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 Amendment. Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when it has been reduced to writing and executed by all parties.

11.22 NON-EXCLUSIVE CONTRACT.

Owner and Partner agree that the work under this Contract is not exclusive to Partner. Owner may, at its sole discretion, obtain estimates or quotations for any work of any nature or kind that Owner may require.

11.23 LOUISIANA PUBLIC RECORDS ACT.

This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Partner acknowledges that it is aware of and shall comply with all laws governing public records.

11.24 RELATIONSHIP BETWEEN THE PARTIES.

The Partner is engaged by the Owner for the purposes set forth in this contract. The relationship between the Partner and the Owner shall be, and only be, that of an independent partner and the Partner shall not be construed to be an employee, agent, partner of, or in joint venture with, the Owner. Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Partner and its sub partners with regard to the Work herein, and Partner shall include a provision regarding the same in any contracts between Partner and its sub partners.

X11 SIGNATURES OF THE PARTIES

12.1PARTNER

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 _____, county/parish of _____, State of _____ after a thorough reading of the whole.

WITNESSES:

PARTNER:

X: _____
BY: LISA MARTIN-GARLIC
ITS: DULY AUTHORIZED PRESIDENT

NOTARY PUBLIC

12.2OWNER

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, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

OWNER:

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

NOTARY PUBLIC



Monday, January 10, 2022

Item Title:

Professional Engineering Services from Waitz Engineering, project known as Highway 311 Gas Line Upgrade 22-GAS-01

Item Summary:

RESOLUTION: Authorizing professional engineering services for the gas mainline to be replaced along Highway 311, project known as Highway 311 Gasline Upgrade 22-GAS-01.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	1/6/2022	Executive Summary
Resolution	1/6/2022	Resolution
David Waitz Engineering and Surveying	1/6/2022	Backup Material

EXECUTIVE SUMMARY

Professional

Engineering

Chicago

Report Segment

Project Segment

Segment Ending

Along

Section

Section Title

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

NET

PREVIOUS

IS PROJECT ALREADY BEING USED: (CIRCLE ONE)

YES

IF YES, USED BY:

NAME

Brown, William H. (B)

DAVID A. WAITZ ENGINEERING AND SURVEYING, INC.
Civil Engineers & Professional Land Surveyors

Jacob A. Waitz, P.E., L.S.I.

David A. Waitz, P.E., P.L.S.

James M. Templeton, P.L.S.

January 6, 2022

VIA: E-mail: gdove@lpcg.org

Terrebonne Parish Consolidated Government
P.O. Box 2468
Houma, LA 70361

Attention: Mr. Gordon E. Dove,
Parish President

RE: TRANSMITTAL OF PROBABLE COST – PROPOSED 4" GAS LINE EXTENSION ALONG HIGHWAY 311
NEAR ST. CHARLES STREET, CAST IRON PIPE REPLACEMENT, PHASE 21 - TERREBONNE PARISH
CONSOLIDATED GOVERNMENT – ENGINEER'S PROJECT NO. 2022-003

Dear Gordy:

Pursuant to your request, below is our cost estimate for the construction of a 4" gas line along Highway 311 near St. Charles Street:

Contractor's Estimated Construction Cost:	\$ 91,980.00
15% Contingency:	\$ 13,797.00
Estimated Construction Cost:	\$105,777.00
Engineering Basic Services:	\$ 12,301.87
Land Surveying (Topographic/Boundary Surveying):	\$ 24,000.00
Project Representation:	\$ 12,000.00
DOTD Permits:	\$ 6,000.00
Project Reimbursables:	\$ 1,500.00
Total Estimated Project Cost:	\$161,578.87

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

Sincerely,

DAVID A. WAITZ
ENGINEERING & SURVEYING, INC.


David A. Waitz, P.E., P.L.S.

DAWdth

Cc: Mr. Mike Toups, Parish Manager
Mrs. Debbie Ortego, Office Manager
Mr. Ernest Brown, Jr., Utilities Director
Mr. Cary Robichaux, Gas Distribution Superintendent
File & Reading File

1107 Canal Blvd. • Thibodaux, Louisiana 70301 • (985) 447-4017 (Phone) • (985) 447-1998 (Fax)
7839 Park Ave. • Houma, Louisiana 70364 • (985) 876-0267 (Phone) • (985) 876-0979 (Fax)
Mailing Address: P. O. Box 1203 • Thibodaux, Louisiana 70302-1203 • E-mail: dwaitz@waitzengineering.com

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