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# TERREBONNE PARISH COUNCIL

## PUBLIC SERVICES COMMITTEE

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



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

### AGENDA

October 23, 2023  
5:30 PM

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

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

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

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

- 1. RESOLUTION:** Authorizing the Parish President to execute an agreement between Terrebonne Parish Consolidated Government and PetCareNow, Inc. for services beginning November 1, 2023 through October 31, 2026.
- 2. RESOLUTION:** Ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional Services for the Bayou Country Sports Park Infield Turf Project and authorizing the execution of an agreement for these services.

3. **RESOLUTION:** Ratifying the appointment of All South Consulting Engineers, LLC to provide professional services for the Geraldine Pump Station Project and authorizing the execution of an agreement for these services.
4. **RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Company Canal Miter Gate Project in Bourg, FP&C Project No. 50-J55-23-02 and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.
5. **RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Miter Gate, Twin Span Project, FP&C #50-J55-23-01, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.
6. **RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Pump Station, Twin Span Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.
7. **RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project, FP&C Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.
8. **RESOLUTION:** Providing for the acceptance of work performed by Command Construction LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 14-DRA-05 Westside Blvd/ Alma Street Drainage Improvements Phase I, Terrebonne Parish, Louisiana.
9. **RESOLUTION:** Authorizing the execution of Change Order No. 4 for the Construction Agreement for Parish Project 14-DRA-05, Westside- Alma Street Drainage Improvements (Marie to Alma), Terrebonne Parish, Louisiana.
10. Adjourn

Category Number:  
Item Number:



Monday, October 23, 2023

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, October 23, 2023

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, October 23, 2023

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**Item Title:**

Agreement between Terrebonne Parish Consolidated Government and PetCareNow, Inc.

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute an agreement between Terrebonne Parish Consolidated Government and PetCareNow, Inc. for services beginning November 1, 2023 through October 31, 2026.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/13/2023	Executive Summary
Resolution	10/13/2023	Resolution
Agreement	10/13/2023	Backup Material



## EXECUTIVE SUMMARY

### PROJECT TITLE

RESOLUTION: Authorizing the Parish President to Execute an Agreement Between Terrebonne Parish Consolidated Government and PetCareNow, Inc. for Services Beginning November 1, 2023 through October 31, 2026

### PROJECT SUMMARY (200 WORDS OR LESS)

PetCareNow, Inc. will provide services to TPCG according to the terms of the agreement from November 1, 2023 through October 31, 2026. PCN shall provide TPCG with marketing collateral described in the agreement, and other tools as agreed to from time to time, to promote PCN's Services and provide a tracing link to track which Clients utilized PCN's Services. PCN shall pay TPCG \$40 donation 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)

TPCG shall provide the program promotion support as follows: TPCG will insert a flyer, provided by PCN, in each adoption or foster kit it sends home with clients, TPCG shall cause an employee or volunteer to show the flyer to the Client, and direct them on how to use the Tracking Links to receive their dog training benefit as outlined.

### TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

10/13/23

OFFERED BY:

SECONDED BY:

RESOLUTION NO \_\_\_\_\_

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND PETCARENOW, INC. FOR SERVICES BEGINNING NOVEMBER 1, 2023 THROUGH OCTOBER 31, 2026.

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and

**WHEREAS**, PetCareNow, Inc. (PCN) will provide services to Terrebonne Parish Consolidated Government (TPCG) according to the terms of the agreement from November 1, 2023 through October 31, 2026 (see attached proposed contract); and

**WHEREAS**, PCN shall provide TPCG with marketing collateral described in the agreement, and other tools as agreed to from time to time, to promote PCN’s Services and provide a tracing link (the “Tracking Lints”) to track which Clients utilized PCN’s Services; and

**WHEREAS**, PCN shall pay TPCG a \$40 donation (the “Donations”) for each Client that enrolls via the Tracking Links, and makes a payment following the initial promotion offer; and

**NOW THEREFORE BE IT RESOLVED** that the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute any and all documents necessary to effectuate this Cooperative Endeavor Agreement in accordance with the substantially the same terms as the attached documents.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, the \_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, Tammy Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Budget and Finance Committee on the \_\_\_\_ day of \_\_\_\_\_, 2023 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 2023 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_<sup>TH</sup> DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY TRIGGS  
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 Louisiana business corporation, 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 November 1, 2023 and shall continue such service for three (3) years thereafter and ending on October 31, 2026.

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 Lints”) to track which Clients utilized PCN’s Services.
- PCN shall pay Owner a \$40 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.

### 7.4 Auto Liability Insurance

The PARTNER shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If PARTNER owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; 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 is also required. 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, tortious, 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 32<sup>nd</sup> 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 SUBSTITUTION OF PERSONNEL.

If, during the term of the contract, the Partner or sub partner cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Partner that every reasonable attempt shall be made to assign the personnel listed in the Partner’s Bid Form.

11.25 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**

12.1 PARTNER

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2023 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of \_\_\_\_\_, county/parish of Terrebonne, State of Louisiana 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 \_\_\_\_\_ 2023 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, October 23, 2023

---

**Item Title:**

Appointment for BCSP Infield Turf Project

**Item Summary:**

**RESOLUTION:** Ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional Services for the Bayou Country Sports Park Infield Turf Project and authorizing the execution of an agreement for these services.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Bayou Country Sports Park Infield Turf Project

PROJECT SUMMARY (200 WORDS OR LESS)
To appoint All South Consulting Engineers, LLC to provide engineering services for the Bayou Country Sports Park Infield Turf Project

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this appointment is to provide engineering services for improvements to the Bayou Country Sports Park.

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$159,556.20

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

Jeanne P. Bray

10/18/2023

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional services for the **Bayou Country Sports Park Infield Turf Project** and authorizing the execution of an agreement for these services.

**WHEREAS**, Terrebonne Parish Consolidated Government is desirous of improvements for the Bayou Country Sports Park Project, and

**WHEREAS**, the Terrebonne Parish Consolidated Government is desirous of appointing a firm to provide professional services for the project entitled **Bayou Country Sports Park Infield Turf Project**, and

**WHEREAS**, the firm of All South Consulting Engineers, LLC has been selected by Terrebonne Parish President Gordon E. Dove to provide the professional services relative to said project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council does hereby ratify the appointment of the firm of All South Consulting Engineers, LLC by Terrebonne Parish President Gordon E. Dove for professional services for the Bayou Country Sports Park Infield Turf Project, and

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement with the firm of All South Consulting Engineers, LLC by Terrebonne Parish President Gordon E. Dove.

THERE WAS RECORDED:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY E. TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



Monday, October 23, 2023

---

**Item Title:**

Appointment for Geraldine Pump Station Project

**Item Summary:**

**RESOLUTION:** Ratifying the appointment of All South Consulting Engineers, LLC to provide professional services for the Geraldine Pump Station Project and authorizing the execution of an agreement for these services.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
<b>Geraldine Pump Station Project</b>

<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
To appoint All South Consulting Engineers, LLC to provide engineering services for the <b>Geraldine Pump Station Project</b>

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
The purpose of this appointment is to provide engineering services for the construction of the Geraldine Pump Station.

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

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

Jeanne P. Bray

10/18/2023

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution ratifying the appointment of the firm of All South Consulting Engineers, LLC, to provide professional services for the **Geraldine Pump Station Project** and authorizing the execution of an agreement for these services.

**WHEREAS**, Terrebonne Parish Consolidated Government is desirous of constructing the Geraldine Pump Station Project, and

**WHEREAS**, the Terrebonne Parish Consolidated Government is desirous of appointing a firm to provide professional services for the project entitled **Geraldine Pump Station Project**, and

**WHEREAS**, the firm of All South Consulting Engineers, LLC, has been selected through the Request for Qualifications process to provide the professional services relative to said project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council does hereby ratify the appointment of the firm of All South Consulting Engineers, LLC, by Terrebonne Parish President Gordon E. Dove for professional services for the Geraldine Pump Station Project, and

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement with the firm of All South Consulting Engineers, LLC, by Terrebonne Parish President Gordon E. Dove, or his designee.

THERE WAS RECORDED:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY E. TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL





Monday, October 23, 2023

---

**Item Title:**

Appointment of GIS for Company Canal Miter Gate

**Item Summary:**

**RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Company Canal Miter Gate Project in Bourg, FP&C Project No. 50-J55-23-02 and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Company Canal Miter Gate in Bourg Project; FP&C Project #50-J55-23-02

### PROJECT SUMMARY (200 WORDS OR LESS)

To appoint GIS Engineering to provide engineering services for the Company Canal Miter Gate Project.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this appointment is to provide engineering services for the Miter Gate at Company Canal in Bourg to provide flood protection to residential and industrial areas in the event of an abnormally high tide or a severe storm event.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$186,429

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE    1    2    3    4    5    6    7    8    9

Jeanne P. Bray

10/18/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Company Canal Miter Gate Project in Bourg, FP&C Project No. 50-J55-23-02 and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

**WHEREAS**, Terrebonne Parish is desirous of constructing a Miter Gate near Company Canal in Bourg, La, and

**WHEREAS**, this project will provide flood risk reduction and further protection from a severe weather event by having the capability of preventing high tide and/or storm surge from infiltrating lower Bayou Terrebonne, and

**WHEREAS**, the Terrebonne Parish Consolidated Government would like to proceed with design of this project, and

**WHEREAS**, Parish President Gordon E. Dove has recommended that the firm of GIS Engineering, LLC be retained to provide the necessary professional services for this project, and

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President Gordon E. Dove be ratified and that the engineering firm of GIS Engineering, LLC be retained to provide the necessary professional services for the Company Canal Miter Gate, Bourg Project and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



Monday, October 23, 2023

---

**Item Title:**

Appointment of GIS for Bayou Terrebonne Miter Gate

**Item Summary:**

**RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Miter Gate, Twin Span Project, FP&C #50-J55-23-01, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Bayou Terrebonne Miter Gate, Twin Span Project, FP&C #50-J55-23-01

### PROJECT SUMMARY (200 WORDS OR LESS)

To appoint GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Miter Gate, Twin Span Project.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this appointment is to provide engineering services for the Bayou Terrebonne Miter Gate, Twin Span Project to reduce high tides and/or storm surge from entering Bayou Terrebonne from the Intracoastal.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$250,000

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Jeanne P. Bray

10/18/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION**

A resolution providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Miter Gate, Twin Span Project, FP&C #50-J55-23-01, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

**WHEREAS**, Terrebonne Parish is desirous of reducing the risk of flooding for residential and industrial areas, and

**WHEREAS**, the installation of a miter gate in Bayou Terrebonne near the intersection of the GIWW and Bayou Terrebonne will assist with preventing high tides and/or storm surge, and

**WHEREAS**, this gate would reduce the storm surge and/or high tides from the Intracoastal infiltrating into Bayou Terrebonne, and

**WHEREAS**, Parish President Gordon E. Dove has recommended that the firm of GIS Engineering, LLC be retained to provide the necessary professional services for this project, and

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President Gordon E. Dove be ratified and that the engineering firm of GIS Engineering be retained to provide the necessary professional services for the Bayou Terrebonne Miter Gate, Twin Span Project and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



Monday, October 23, 2023

---

**Item Title:**

Appointment of GIS for BT Pump Station, Twin Span

**Item Summary:**

**RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Pump Station, Twin Span Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Bayou Terrebonne Pump Station, Twin Span

### PROJECT SUMMARY (200 WORDS OR LESS)

To appoint GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Pump Station, Twin Span Project.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this appointment is to provide engineering services for the Bayou Terrebonne Pump Station, Twin Span Project to reduce high tides and/or storm surge from entering Bayou Terrebonne from the Intracoastal.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$100,000

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Jeanne P. Bray

10/18/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



OFFERED BY:  
SECONDED BY:

**RESOLUTION**

A resolution providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Bayou Terrebonne Pump Station, Twin Span Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

**WHEREAS**, Terrebonne Parish is desirous of reducing the risk of flooding for residential and industrial areas, and

**WHEREAS**, the installation of a pump at the miter gate in Bayou Terrebonne near the intersection of the GIWW and Bayou Terrebonne will assist with preventing high tides and/or storm surge, and

**WHEREAS**, this pump station would reduce the storm surge and/or high tides from the Intracoastal infiltrating into Bayou Terrebonne, and

**WHEREAS**, Parish President Gordon E. Dove has recommended that the firm of GIS Engineering, LLC be retained to provide the necessary professional services for this project, and

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President Gordon E. Dove be ratified and that the engineering firm of GIS Engineering, LLC be retained to provide the necessary professional services for the Bayou Terrebonne Pump Station, Twin Span Project and that Parish President Gordon E. Dove, or his designee, be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



Monday, October 23, 2023

---

**Item Title:**

Appointment of GIS for Terrebonne Basin Watershed

**Item Summary:**

**RESOLUTION:** Providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project, FP&C Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project, FP&C Project.

### PROJECT SUMMARY (200 WORDS OR LESS)

To appoint GIS Engineering, LLC to provide engineering services for the Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this appointment is to provide engineering services for the Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project, which will reduce the risk of flooding in the lower part of the parish.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$300,000

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE    1    2    3    4    5    6    7    8    9

Jeanne P. Bray

10/18/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution providing for the ratification of the appointment by Parish President Gordon E. Dove of the firm of GIS Engineering, LLC to provide engineering services for the Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project, FP&C Project, and also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

**WHEREAS**, Terrebonne Parish is desirous of reducing the risk of flooding in the lower part of the parish, and

**WHEREAS**, the runoff trapped within the Morganza to the Gulf Levee presents a residual risk of flooding in the event of a significant rainfall during a storm surge or high tide event, and

**WHEREAS**, the Terrebonne Parish Consolidated Government desires to reduce this potential flooding event by construction of a pump station, and

**WHEREAS**, Parish President Gordon E. Dove has recommended that the firm of GIS Engineering, LLC be retained to provide the necessary professional services for this project, and

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President Gordon E. Dove be ratified and that the engineering firm of GIS Engineering, LLC be retained to provide the necessary professional services for the Terrebonne Basin Watershed (HNC at Bayou Grand Caillou), Pump Station, Phase 1 & 2 Project and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:  
NAYS:  
NOT VOTING:  
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\* \* \* \* \*

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



Monday, October 23, 2023

---

**Item Title:**

Substantial Completion for Westside Blvd/ Alma Street Drainage Improvements Phase I

**Item Summary:**

**RESOLUTION:** Providing for the acceptance of work performed by Command Construction LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 14-DRA-05 Westside Blvd/ Alma Street Drainage Improvements Phase I, Terrebonne Parish, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution
Backup Material	10/18/2023	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 14-DRA-05	Westside-Alma Street Drainage

PROJECT SUMMARY (200 WORDS OR LESS)
To improve drainage along Westside Blvd.

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

Jeanne P. Bray

10/18/2023

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION**

A resolution providing for the acceptance of work performed by Command Construction, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 14-DRA-05 Westside Blvd./ Alma Street Drainage Improvements Phase I, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated November 28, 2022 with Command Construction, LLC, for Parish Project No. 14-DRA-05 Westside Blvd./ Alma Street Drainage Improvements Phase I, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1659576 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, All South Consulting Engineers, LLC, recommends the acceptance of the partial substantial completion, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1659576 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to All South Consulting Engineers, LLC, 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 \_\_\_\_\_, 2023.

\*\*\*\*\*

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY E. TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



www.ascellc.com

October 18, 2023

Ms. Madeleine Bodin, Engineering  
**Terrebonne Parish Consolidated Government**  
P.O. Box 2768  
Houma, LA 70361

**Re: Westside Blvd./Alma Street Drainage Improvements Phase 1**  
**TPCG Project No. 14-DRA-05**  
**Command – Substantial Completion**

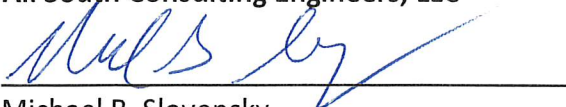
Ms. Bodin,

Please see attached Substantial Completion Form and punch list, with a date of August 15, 2023, being recommended for acceptance.

Please do not hesitate to contact me if there are any questions.

Sincerely,

**All South Consulting Engineers, LLC**

  
Michael B. Slovensky

Enclosures

---

**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**

107 West Woodlawn Ranch Rd.  
Houma, LA 70363  
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



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

OWNER'S Project No. 14-DRA-05

ENGINEER'S Project No. 032-004-02

Project: Westside Blvd./Alma Street Drainage Improvements Phase 1

---

CONTRACTOR: Command Construction, LLC.

Contract For: Terrebonne Parish Consolidated Government  
Westside Blvd./Alma Street Drainage Improvements Phase 1

Contract Date: September 28, 2022

---

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

Entire Project

To: Terrebonne Parish Consolidated Government  
OWNER

And to: Command Construction, LLC.  
CONTRACTOR

---

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

August 15, 2023

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.

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

RESPONSIBILITIES:

OWNER: None  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: All warranties per the approved Contract Documents.  
\_\_\_\_\_  
\_\_\_\_\_

---

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

1. Tentative list of items to be completed or corrected – Pages 1 thru 7

---

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 ....., 2023

All South Consulting Engineers, LLC.  
ENGINEER

By .....

CONTRACTOR accepts this Certificate of Substantial Completion on ....., 2023

Command Construction, LLC.  
CONTRACTOR

By .....

OWNER accepts this Certificate of Substantial Completion on ....., 2023

Terrebonne Parish Consolidated Government  
OWNER

By .....

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
WESTSIDE BLVD./ALMA STREET DRAINAGE IMPROVEMENTS PHASE I  
PARISH PROJECT NO. 14-DRA-05  
ENGR. PROJECT NO. 032-004-02  
10-17-2023

TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED

A visual inspection of the project site was performed on 8-24-23 and 9/27/23. The results of the inspections are as follows:

- Item No. 1: Removed from the list.
- Item No. 2: End treatments on north Alma St (both east and west), re-shape ditch bottom outside of the invert to be at same elevation of invert, and clean aggregate and soil material from the drain pipe. (2 x \$250 = \$500)
- Item No. 3: Replace 2.5 road panels on north Alma St, at southbound lane, adjacent to end treatment on the west side of the roadway – see attached sketch for locations. (59.5 SY) (\$2,681.21)
- Item No. 4: Address tie-ins at concrete drives to existing concrete parking on the west side along north Alma St. It was discussed to use a form of concrete fill, to fill the gaps along the joint line. Contractor to outline exact means of repair. (\$100.00)
- Item No. 5: Removed from list. Reference item 35 below.
- Item No. 6: Removed from list.
- Item No. 7: Drive at the northeast corner of apartment 155, saw cut out the corner that broke off, then reinstall concrete, and install concrete along edge of this piece (at other panel) up to the asphalt road edge. Eliminate the gap along asphalt and fix the broke corner. (\$100)
- Item No. 8: Set wheel stops in the parking lot on northwest Alma St. (16 @ \$240)
- Item No. 9: ~~Cold patch~~ Saw and seal at asphalt concrete tie-in, at PCC installed in the intersection of N Marie at WSB at the North ROW. (\$90)
- Item No. 10: Sweep Alma Street North there is loose aggregate everywhere, clean the parking lot along the west side of N Alma, and remove form boards from south end of the parking lot. (\$150.00)

- Item No. 11: Barrier curb of island, along the North edge of WSB, at the northwest quadrant at intersection of North Alma Street and WSB. Approximately 6 LF of 8" barrier curb broken off. (6LF @ \$55 = \$330.00)  
If Owner/Contractor agree this portion of curb can be left as is and allow for drainage from the island as a curb cut. The \$330.24 would be used toward maintenance aggregate aprons)
- Item No. 12: Clean hydra seed overspray from project fixtures, telephone poles, sidewalks, etc. (\$300.00)
- Item No. 13: Re-install signage (no right turn) at the corner of southwest Alma St. (\$30.00)
- Item No. 14: Removed from the list.
- Item No. 15: Clean parking lot on, on west side of South Alma St, the north end clean up debris and sweep. (\$30.00)
- Item No. 16: Clean parking lot on, on west side of South Alma St, at south end clean up refuse excavated material. (\$30.00)
- Item No. 17: Removed from the list.
- Item No. 18: Clean out debris and soil refuse from ALL drainage pipes and Re-grout basin tops and grout around pipes, ALL installed drainage basins, conflict boxes, junction boxes, etc. (~~63 Total \$9450~~). Contractor shall pump down water in drainage piping to make repairs and allow for TPCG Drainage Department to inspect. TPCG must approve drainage basins and piping for final acceptance.  
Work has been performed by the contractor (reference item 32 below for remaining work based upon TP Drainage reinspection).
- Item No. 19: Removed from the list.
- Item No. 20: Speed limit sign to be installed 40' from the southeast intersection of Alma St and Westside Blvd. (\$30.00)
- Item No. 21: Remove all concrete pieces along the southside of Westside Blvd. (\$30.00)
- Item No. 22: Clean sidewalk on the southside of Westside Blvd after dressing fill material. (\$30.00)
- Item No. 23: Replace 4 sidewalk panels on the southside of Westside Blvd in front of building 3, panels were cracked. (3x4x4 for \$159.00)
- Item No. 24: Regrade ALL all green spaces areas, top with good excavated material or topsoil fill, then install hydroseeding. Hydroseeding may be installed later in the year to

ensure growth, but fill grading and soil topping must be performed under this punch list. (Fill \$1000.00 Hydroseed \$800.00)

Item No. 25: Removed from the list.

Item No. 26: Removed from the list.

Item No. 27: Clean out drainpipe at the south end of southwest Marie Dr. (\$100)

Item No. 28: Removed from the list.

Item No. 29: Fix broken top of abandoned basin at the corner of southeast Marie Dr and south Westside Blvd. (\$300.00)

Item No. 30: Clean curb and median on east end of project, RI and command will inspect, again on later date when all is cleaned. There were two places, west end north side radius, where curb was hit by equipment, smooth rub grout to fill in damaged concrete. At 9/27/23 site walk observed multiple curb damages. Repair curb (\$300.00)

Item No. 31: ~~Grout concrete~~ saw and seal joint on north westside Blvd at northwest Marie Dr. (\$30.00)

Item No. 32: North Marie Dr., South bound lane, replace damaged road panels – see attached sketch for locations (291.67 SY) (\$13,143.35)

Item No. 33: Removed from list – Item 32 above includes all damaged road panels.

Item No. 34: Removed from the list.

Item No. 35: Drainage Basins to be corrected, per the Terrebonne Parish Drainage Department Inspection.

West Side Blvd.

1. Sta 103+29, JB-2, CB#4 – Reset top (And remove/replace concrete, slope to basin) (\$1,000.00)
2. Sta 106+02, JB-2, CB#11 – Reset Top – Command to grind surround concrete to achieve drainage. (\$500.00)

North Marie Drive

3. Dress up around safety end treatment. (\$100.00)

Item No. 36: Removed from the list.

Item No. 37 South Alma Street, North Bound lane, replace damaged road panels – see attached sketch for locations. (98.9 SY) (\$4,456.67)

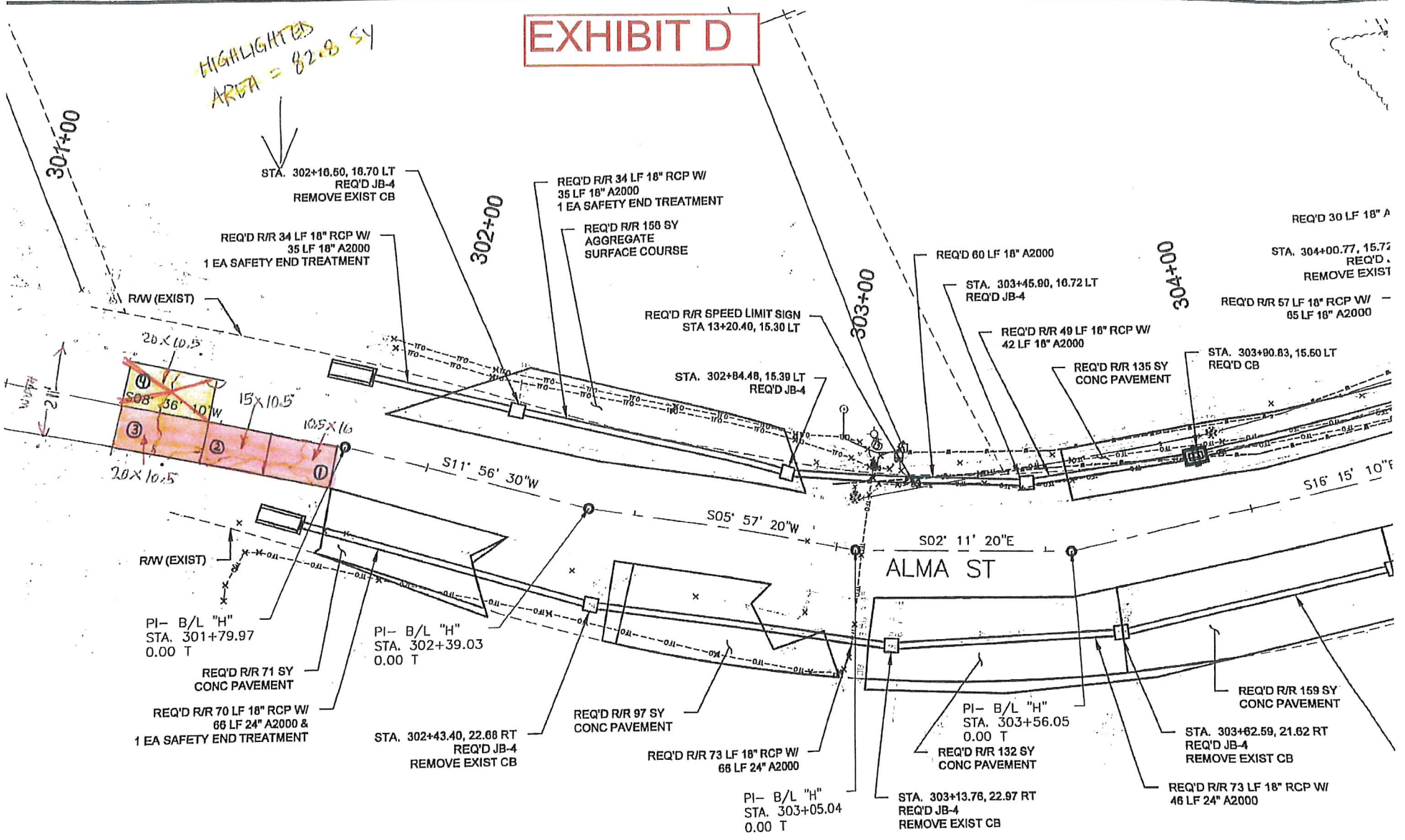
END OF LIST

$20 \times 10.5 = 210 \text{ SF}$   
 $15 \times 10.5 = 157.5 \text{ SF}$   
 $16 \times 10.5 = 168 \text{ SF}$

$535.5/q = 59.5 \text{ sy}$

HIGHLIGHTED  
 AREA = 82.8 SY

# EXHIBIT D



PLAN - ALMA STREET - (NORTH) - (STA 301+00 TO STA 305+62)

SCALE: 1" = 20'

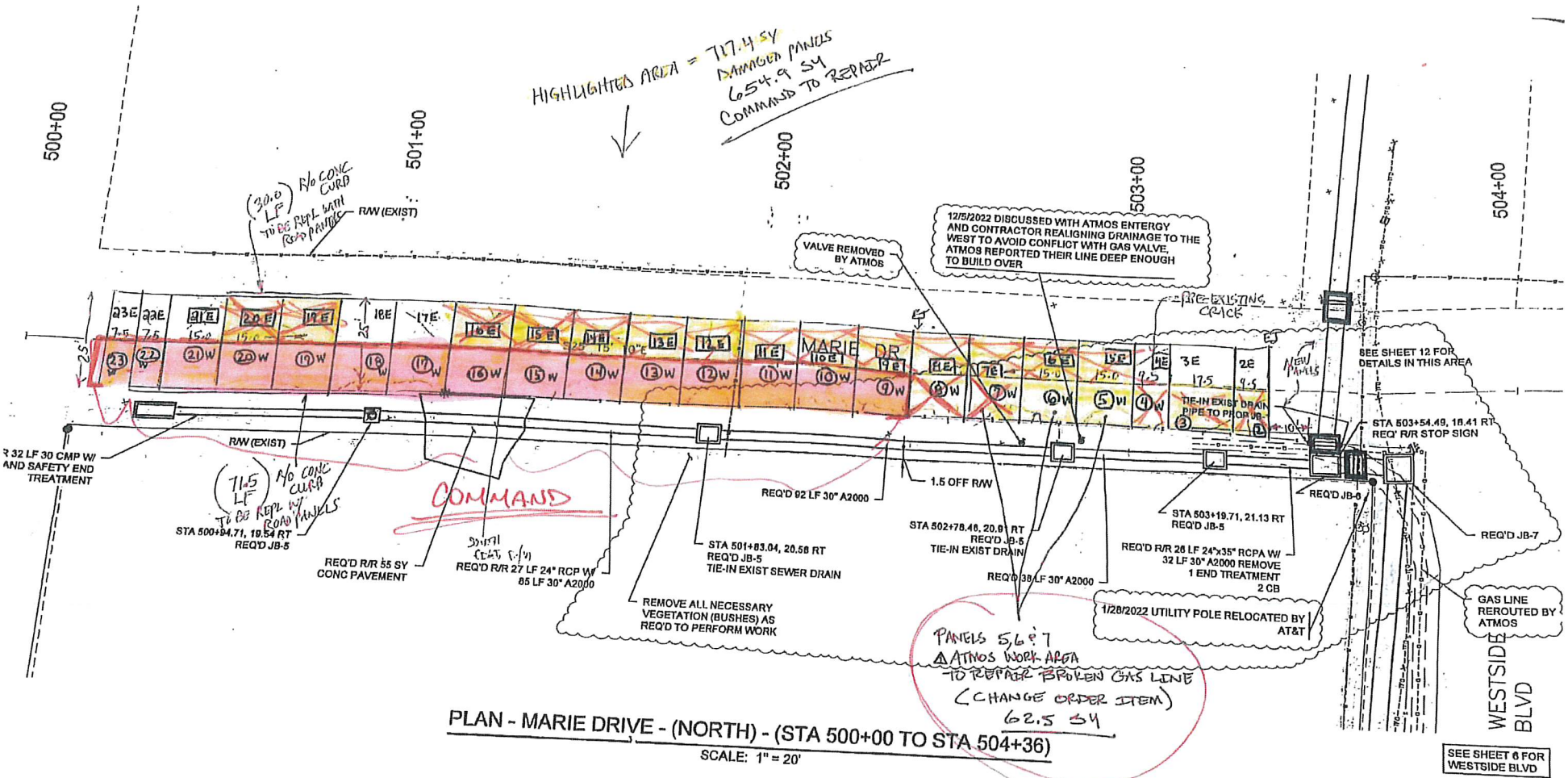


$$9W - 21W \rightarrow (13)(15 \times 12.5) = 2437.5 \text{ SF}$$

$$22W - 23W \rightarrow (2)(7.5 \times 12.5) = 187.5 \text{ SF}$$

$$\frac{2625 \text{ SF}}{9} = 291.67 \text{ SY}$$

HIGHLIGHTED AREA = 717.4 SY  
 DAMAGED PANELS  
 654.9 SY  
 COMMAND TO REPAIR



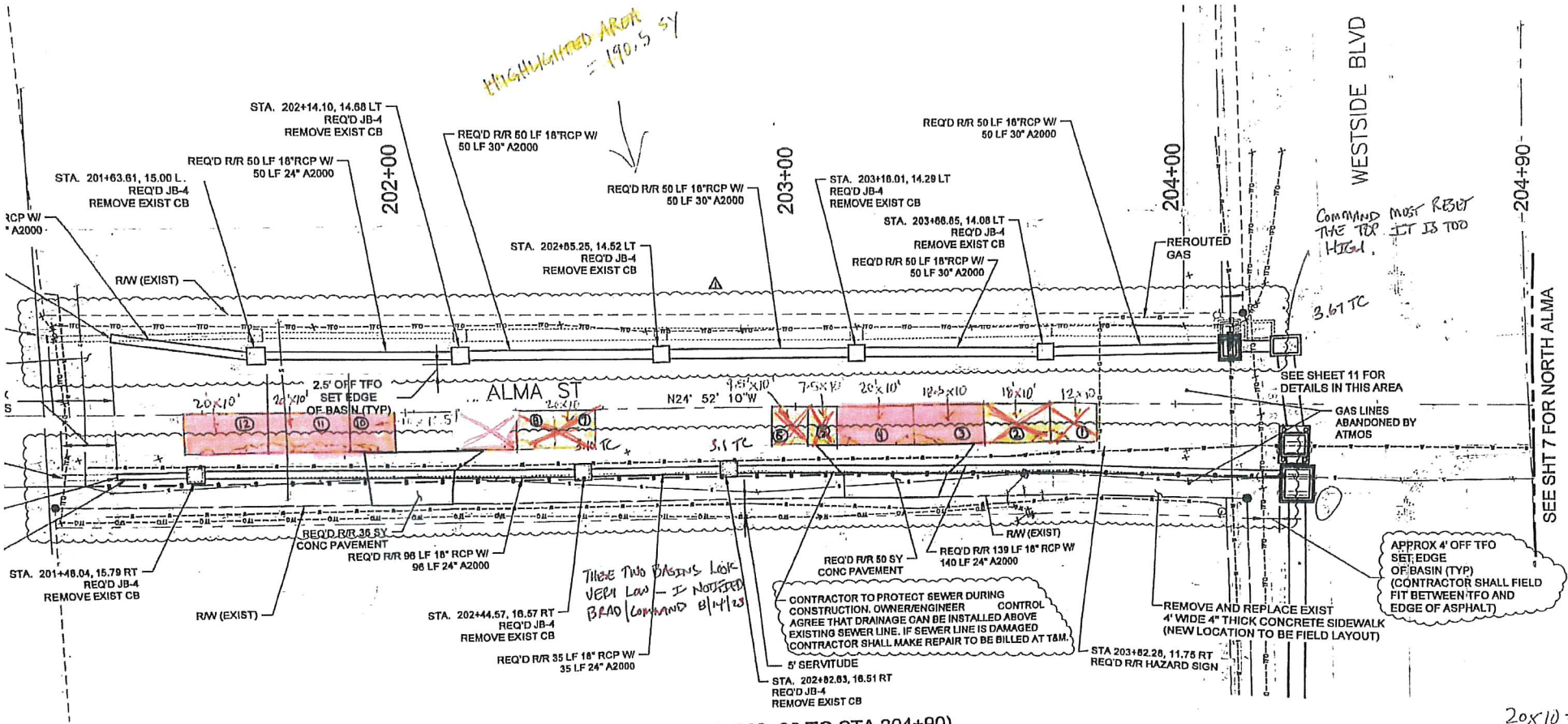
PLAN - MARIE DRIVE - (NORTH) - (STA 500+00 TO STA 504+36)  
 SCALE: 1" = 20'

SEE SHEET 6 FOR WESTSIDE BLVD

$(3)(20 \times 10) = 600 \text{ SF}$   
 $(10.5 \times 10) = 105 \text{ SF}$   
 $(18.5 \times 10) = 185 \text{ SF}$

$890 \text{ SF} / 9 = 98.9 \text{ SY}$

HIGHLIGHTED AREA  
 = 190.5 SY



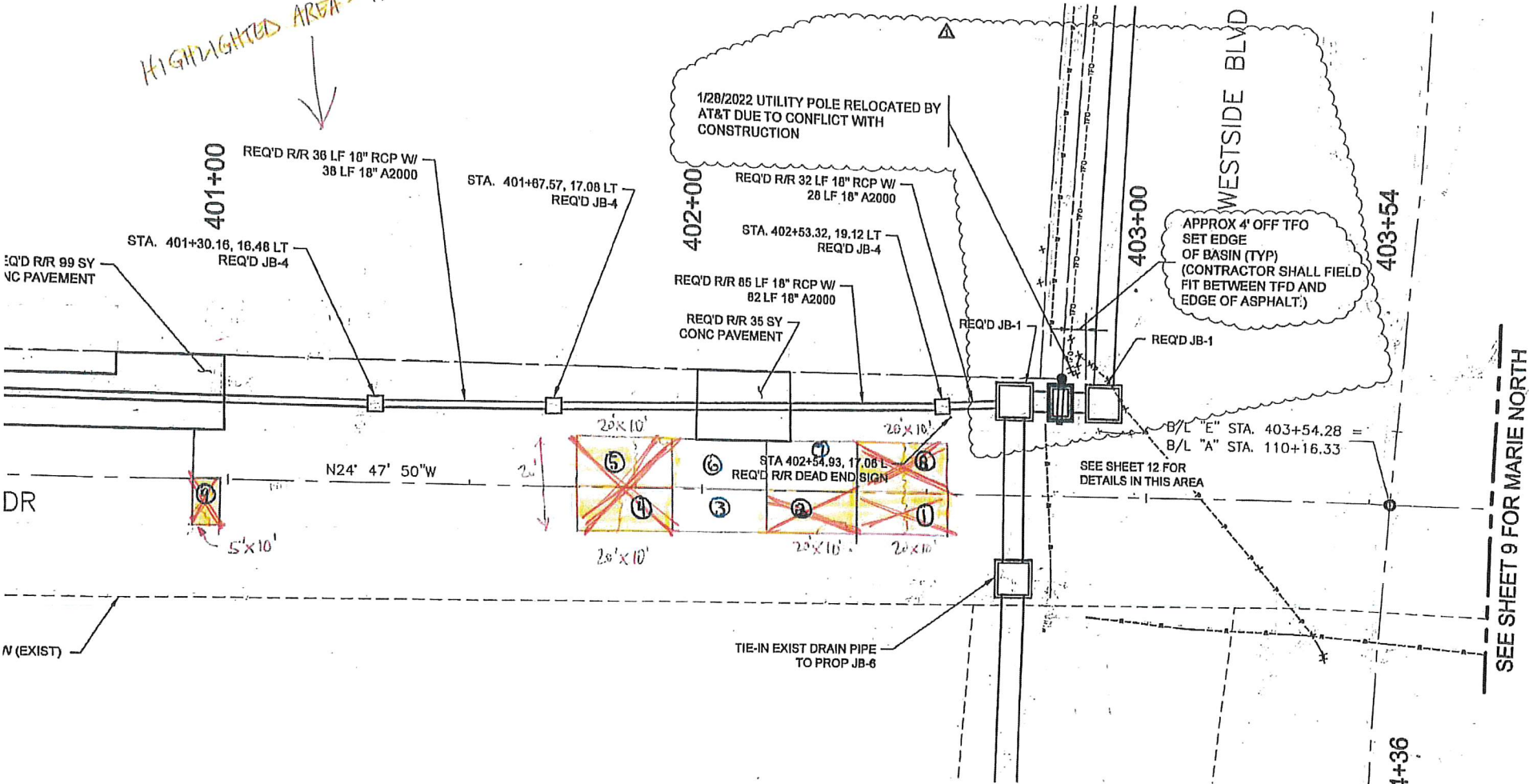
PLAN - ALMA STREET - (SOUTH) - (STA 200+00 TO STA 204+90)  
 SCALE: 1" = 20'

$20 \times 10 =$   
 $200$

22.2



HIGHLIGHTED AREA = 116.6 SY



**PLAN - MARIE DRIVE - (SOUTH) - (STA 400+00 TO STA 403+60)**

SCALE: 1" = 20'

SEE SHEET 9 FOR MARIE NORTH

SEE SHEET 12 FOR DETAILS IN THIS AREA

APPROX 4' OFF TFO SET EDGE OF BASIN (TYP) (CONTRACTOR SHALL FIELD FIT BETWEEN TFD AND EDGE OF ASPHALT.)

1/28/2022 UTILITY POLE RELOCATED BY AT&T DUE TO CONFLICT WITH CONSTRUCTION

WESTSIDE BLVD

REQ'D R/R 99 SY VC PAVEMENT

DR

N (EXIST)

TIE-IN EXIST DRAIN PIPE TO PROP JB-6

401+00

402+00

403+00

403+54

44+36

REQ'D R/R 36 LF 18" RCP W/  
38 LF 18" A2000

STA. 401+87.57, 17.08 LT  
REQ'D JB-4

REQ'D R/R 32 LF 18" RCP W/  
28 LF 18" A2000

REQ'D R/R 85 LF 18" RCP W/  
82 LF 18" A2000

REQ'D R/R 35 SY  
CONC PAVEMENT

STA 402+54.93, 17.08 L  
REQ'D R/R DEAD END SIGN

TIE-IN EXIST DRAIN PIPE  
TO PROP JB-6

B/L "E" STA. 403+54.28 =  
B/L "A" STA. 110+16.33

STA. 401+30.16, 16.48 LT  
REQ'D JB-4

STA. 402+53.32, 19.12 LT  
REQ'D JB-4

REQ'D JB-1

REQ'D JB-1

5'x10'

20'x10'

20'x10'

20'x10'

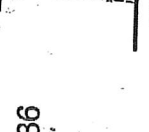
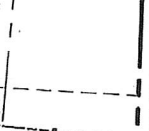
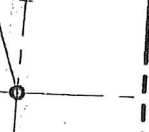
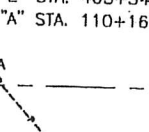
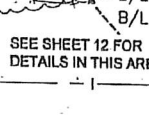
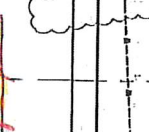
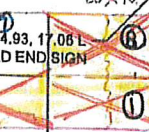
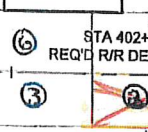
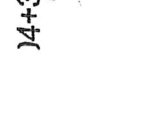
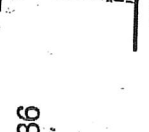
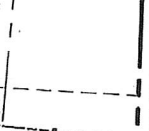
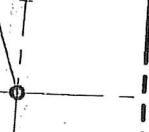
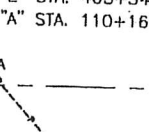
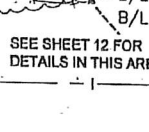
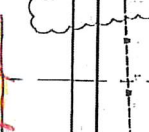
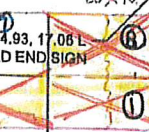
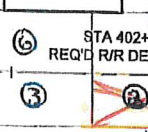
20'x10'

20'x10'

N24° 47' 50"W

2'

2'





Monday, October 23, 2023

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**Item Title:**

Change Order No. 4 for Westside- Alma Street Drainage Improvements

**Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 4 for the Construction Agreement for Parish Project 14-DRA-05, Westside- Alma Street Drainage Improvements (Marie to Alma), Terrebonne Parish, Louisiana.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	10/18/2023	Executive Summary
Resolution	10/18/2023	Resolution
Backup Material	10/18/2023	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>	
Project No. 14-DRA-05	Westside-Alma Street Drainage Improvements

<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
To improve drainage along Westside Blvd.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
This resolution allows for the approval of Change Order No. 4, which is necessary to balance quantities and include final additional basins. This Change Order No. 4 also increases contract time by one day due to delays.

<b>TOTAL EXPENDITURE</b>	
Decrease of \$6,159.62	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED: \$2,535,113.41

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

Jeanne P. Bray

10/18/2023

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION**

A resolution authorizing the execution of Change Order No. 4 for the Construction Agreement for Parish Project No. 14-DRA-05, Westside-Alma Street Drainage Improvements (Marie to Alma), Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government awarded the construction to Command Construction, LLC, for Parish Project No. 14-DRA-05, Westside-Alma Street Drainage Improvements, Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to adjust contract price balance quantities and include all final additions for catch basins, and

**WHEREAS**, this change order will decrease the overall contract price by Six Thousand, One Hundred Fifty-Nine Dollars and Sixty-Two Cents (\$6,159.62), and

**WHEREAS**, this change order will increase contract time due to the additional time delays for a total increase of One (1) day in contract time, and

**WHEREAS**, Change Order No. 4 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, or his designee, of Change Order No. 4 to the construction agreement with Command Construction, LLC for Parish Project No. 14-DRA-05, Westside-Alma Street Drainage Improvements, Terrebonne Parish, Louisiana, for a decrease to the contract amount in the amount of Six Thousand, One Hundred Fifty-Nine Dollars and Sixty-Two Cents (\$6,159.62), with an increase of One (1) day in construction time 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 \_\_\_\_\_, 2023.

\* \* \* \* \*

I, Tammy E. Triggs, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
TAMMY E. TRIGGS, CLERK  
TERREBONNE PARISH COUNCIL



www.ascellc.com

October 18, 2023

Ms. Madeleine Bodin, Engineering  
**Terrebonne Parish Consolidated Government**  
P.O. Box 2768  
Houma, LA 70361

**Re: Westside Blvd./Alma Street Drainage Improvements Phase 1**  
**TPCG Project No. 14-DRA-05**  
**Command – Change Order 4**

Ms. Bodin,

Please see attached change order No. 4 being recommend for acceptance.

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

Sincerely,

**All South Consulting Engineers, LLC**

A handwritten signature in blue ink, appearing to read 'Michael B. Slovensky', written over a horizontal line.

Michael B. Slovensky

Enclosures

---

**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**

107 West Woodlawn Ranch Rd.  
Houma, LA 70363  
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 ORDER**

No. 4

PROJECT: Westside Blvd. / Alma Street  
 OWNER: Drainage Improvements Phase 1  
 Terrebonne Parish Consolidated Government  
 CONTRACTOR:  
 Command Construction, LLC.

DATE OF ISSUANCE: 10/18/23  
 OWNER'S Project No. 14-DRA-05  
 ENGINEER: All South Consulting Engineers  
 ENGINEER's Project No. 032-004-02

CONTRACT FOR:

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

Description: Add RFCs 20, 21, 22 and balance quantities. Add 1 calendar day to the contract time. Contract price is decreased and contract time is increased.



Purpose of Change Order: To balance quantities and include all final additions for basins and delays.

Attachments: (List documents supporting change)  
 Contractor submitted RFC's 20, 21, & 22.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>2,479,250.00</u>	Original Contract Time \$ <u>150</u> days or date
Previous Change Orders No. <u>1</u> to No. <u>3</u> \$ <u>37,099.09</u>	Net change from previous Change Order \$ <u>127.5</u> days
Contract Price prior to this Change Order \$ <u>2,541,273.03</u>	Contract Time Prior to this Change Order \$ <u>301</u> days or date
Net <del>Increase</del> (decrease) of this Change Order \$ <u>-6159.62</u>	Net Increase ( <del>decrease</del> ) of this Change Order \$ <u>+1</u> days
Contract Price with all approved Change Orders \$ <u>2,535,113.41</u>	Contract Time with all approved Change Order \$ <u>302</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

by \_\_\_\_\_  
 Engineer

by \_\_\_\_\_  
 Owner

by \_\_\_\_\_  
 Contractor

