

Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION



November 1, 2024

Mayor Kevin Clement
City of Thibodaux
P.O. Box 5418
Thibodaux, Louisiana 70302-5418
Email: saraha@ci.thibodaux.la.us

Project: Replacement of Canal Boulevard Bridges and Construction Menard Pedestrian Bike Trail, Planning & Construction (Lafourche)

FP&C Project No.: 50-MT5-20-01

Re: Contract Review for the Relocation of Utilities in Associated Right of Way for the Project

Dear Mayor Clement,

This Office is in receipt of the Draft Contract for Relocation of Utilities from Entergy Louisiana, LLC, submitted on 10/2/24. After a courtesy review of the proposed contract, this Office offers the following comments. However, please note that the State is not signatory to the design contract, therefore, the following comments are recommendations; which are given to indicate the level of State participation in the referenced cost.

1. The subject draft contract appears to be an agreement between the owner (City of Thibodaux) and the Utility Provider (Entergy Louisiana, LLC); FP&C has no objection to its use.

2. **Scope of Work:** The scope of work indicated by the Utility Provider is to relocate both overhead and underground electrical services in the right of ways for the advancement of the project.
3. **Relocation Services Fee:** The State has no objection to the proposed compensation for the relocation of both overhead and underground electrical services total in the amount of \$359,200.14. The State will participate at 75% of \$359,200.14 which equals \$269,400.10.

In conclusion and other than the issues noted above, this Office finds nothing that may jeopardize eligibility for State participation as outlined above, subject to the provisions of the Cooperative Endeavor Agreement (CEA). As indicated in the CEA, this project will be administered according to the *Non-State Entity Capital Outlay Administrative Guidelines*.

The above comments should not be perceived as directing your Office concerning the referenced proposal, but rather to describe the level of State participation. Should your Office choose to execute the contract, please provide this Office with a copy of the contract as well as the designer's affidavit attesting to all of R.S.38:2224 for our records prior to or concurrent with your first Request for Disbursement for these services.

If you or the designer has any questions or concerns regarding this Office's comments, please contact me by way of letter; under cover of your Office's Letterhead.

Sincerely,



Michael C. McLean, *Arch.*
FP&C Project Manager

C: Doc file



Agreement For Cash Contribution in Aid of Construction

THIS AGREEMENT is made and entered into on _____, 2024, by and between the City of Thibodaux ("Customer"), and Entergy Louisiana, LLC, ("ELL" or the "Company").

- 1. Company will, within a reasonable time, construct the following electric facilities:

Description of Work: **Overhead:** Removing overhead lines on the North side of Canal Bridge. Setting two terminal dead-end poles to service the new underground terminals. See Attachment A for removal of overhead sketch.
Underground: Boring under Canal Blvd to the terminating pole. See Attachment A for new underground services sketch.

Work Location: Corner of Canal Blvd and Highway 308, Thibodaux

Mail Address: P.O. Box 5418, Thibodaux LA 70302

- 2. CUSTOMER, in consideration of the facilities to be provided by Company, does hereby agree to contribute to Company cash in the amount of **\$24,925.04 for overhead services and \$334,275.10 for underground services.**
- 3. As a condition of this Agreement and to the Company carrying out its activities hereunder, Customer shall obtain all necessary rights-of-way from any interest owners of property which may be affected by the aforesaid construction of electrical facilities. The right-of-way instruments shall grant and convey to the Company and its successors and assigns a right-of-way for the location, construction, reconstruction, improvement, repair, and maintenance of the electric power facilities, or the removal thereof. The Company shall provide right-of-way instrument forms for the Customer's use, and the Customer shall deliver such instruments, properly executed, to the Company prior to commencement of construction.
- 4. It is expressly understood that said rights-of-way and all electrical facilities erected for serving Customer under this Agreement shall always be and remain the property of Company and its successors and assigns, and Company and its successors and assigns have the right to serve any other customers from said line or any extension thereof at any time.

Other Provisions: Cost is good for 60 days from the date of this agreement. Construction will not begin until Entergy processes the check from the customer.

ENTERGY LOUISIANA, LLC

CITY OF THIBODAUX

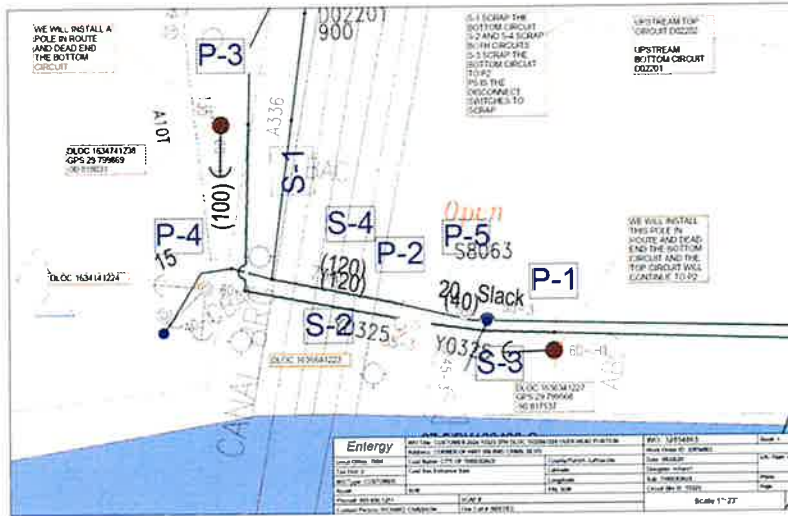
By: Richard Chaisson
Printed: Richard Chaisson
Title: Distribution Designer
Date: 9/26/2024

By: _____
Printed: Kevin Clement
Title: Mayor, City of Thibodaux
Date: _____

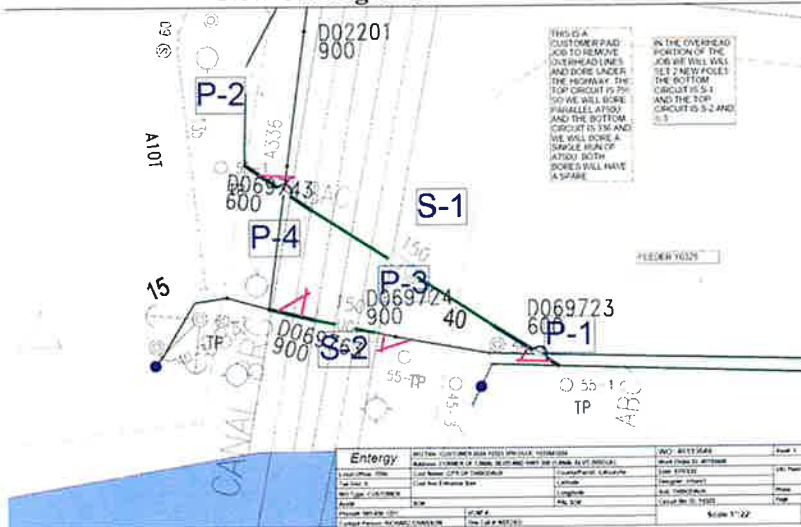
Overhead WO# 32854863	UG WO# 46193648
Overhead RQ# 46193648	UG Work RQ:#32854863
PO Reference: 46193655	PO Reference: 32855534

Attachment A

Removal of Overhead Sketch



New Underground Sketch



LOCATION AND ELEVATION OF FACILITIES MAY VARY FROM THOSE SHOWN. SERVICE LINES TO CUSTOMERS ARE NOT SHOWN ON MAPS. THE ENTERGY UTILITY OPERATING COMPANIES ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION OR FOR THE ACCURACY OF ANY OTHER UTILITIES SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE IN A SAFE AND RELIABLE MANNER THE EXACT LOCATION AND ELEVATION OF ALL FACILITIES WHEN PERFORMING WORK IN THE VICINITY OF ENTERGY DISTRIBUTION FACILITIES AND TO PROTECT SAME DURING ALL PHASES OF THE PROJECT.