

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF THIBODAUX
AND
LA CONTRACTING ENTERPRISE, LLC

Introduction and Purpose:

This is a memorandum of understanding between the City of Thibodaux (City) and LA Contracting Enterprise, LLC (Contractor) regarding the use of the accessory building located behind the City of Thibodaux Human Resources/IT Office Building, located at 1233 Canal Boulevard, for the duration of the Acadian Road Roundabout Project-Route LA 20 (Canal Blvd) and Local Routes (Gerald T. Peltier Dr., Jackson St., and Thompson Place). The purpose of this Memorandum of Understanding (MOU) is to lay out clearly the responsibilities and terms to which each party will adhere to in order to maintain the following arrangement.

Definition:

To provide office space for the Contractor, and any required Subcontractors or LADOTD personnel, during the construction of the Acadian Road Roundabout Project per the terms of this MOU.

City of Thibodaux Responsibilities:

The City will maintain all utilities to the building for the duration of the use by the Contractor.

Contractor Responsibilities:

The Contractor will utilize the office space for their employees, and required personnel only with no entry allowed for the general public. Entry and exit from the building will be from the rear entry way, and contractor vehicles will not be allowed to park in the City HR/IT parking area, or the Senior Citizens parking area.

The Contractor shall provide a Certificate of Liability Insurance in the amount of ONE MILLION DOLLARS naming the City of Thibodaux as the additional insured and certificate holder prior to use of the building.

The Contractor will receive a monthly invoice from the City of Thibodaux in the amount of one hundred and fifty (\$150.00) dollars to offset the cost of utilities for the building.

Upon completion of the Project, the Contractor shall remove the accessory building from City property by demolition, or any other approved removal method.

Period of Performance:

This agreement shall begin May 1, 2023 and continue through October 31, 2024, or upon completion of the Acadian Road Roundabout Project.

Indemnification:

The Contractor does hereby indemnify, release, discharge, and hold harmless the City of Thibodaux, its officers, directors, agents, employees, servants, and representatives who are connected or in any way involved with the premise or use thereof, from any and all liability or fault of any kind or nature whatsoever, arising out of, or in any way connected with the use of the said building caused by fault, negligence, or act or omission of Contractor, its agents, officers, subcontractors, servants, patrons, invitees, employees, or other representatives.

The Contractor further agrees to hold harmless and indemnify the City from any and all claims, suits, costs, or expenses of any kind or nature, including, but not limited to, settlement amounts; or in any way connected with any accidents, occurrences, or other incidents which happen during or associated with the use of the said building, caused by fault, negligence, or act or omission of the Contractor or any of its agents, officers, subcontractors, servants, patrons, invitees, employees, or other representatives.

The indemnification described herein shall pertain to the accessory building located behind the City of Thibodaux Human Resources/IT Office building located at 1233 Canal Blvd., and all common areas located around the premise, including, but not limited to, parking lots, offices, and restrooms.

I hereby warrant that I have been duly authorized to act on behalf of LA Contracting Enterprise, LLC.

THUS DONE AND SIGNED in Thibodaux, Louisiana, on this _____ day of _____ 2023.

CITY OF THIBODAUX

LA CONTRACTING ENTERPRISE, LLC

BY: _____
Kevin R. Clement
Mayor

BY: _____
TITLE _____